

View Instrument Details



Instrument No 11056212.14
Status Registered
Date & Time Lodged 25 July 2018 11:16
Lodged By Ramsbottom-Isherwood, Alexandra June
Instrument Type Easement Instrument



Affected Computer Registers Land District

821356	Nelson
636068	Nelson
459169	Nelson
459998	Nelson
NL12C/375	Nelson
NL12C/376	Nelson
NL13B/581	Nelson

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

Mortgage 5062139.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Alexandra June Ramsbottom-Isherwood as Grantor Representative on 12/07/2018 09:01 AM

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 Jeremy Charles Barton as Grantee Representative on 10/07/2018 02:09 PM

*** End of Report ***

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

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

Grantor

Richmond West Development Company Limited

Grantee

Nelson Pine Industries Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	Lots 1 and 7 DP 520567, Sections 9, 12 & 13 SO 455144 Lot 2 DP 467493 and Section 16 SO 455144 (CFRs 821356 636068)	821356 636068	NL12C/376 NL12C/375 459998 459169 NL13B/581

Form B - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 1]~~

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

Page 2 of 2 pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant**1 Definitions and Interpretation**

1.1 In this Easement Instrument, unless the context otherwise requires:

“**Act**” means the Resource Management Act 1991;

“**Dominant Tenement**” means all of the land presently comprised Certificates of Title NL12C/376, NL12C/375, 459169, 459998 and NL13B/581.

“**Servient Tenement**” means all of the land presently comprised in Certificates of Title 821356 and 636068.

“**Grantor**” means the registered proprietor for the time being of the Servient Tenement and includes any tenant or occupier or their successors in title.

“**Grantee**” means the registered proprietor for the time being of the Dominant Tenement and includes any tenant or occupier or their successors in title.

1.2 The following rules of interpretation apply to this Easement Instrument:

1.2.1 Headings are for ease of reference only and do not imply any interpretation.

1.2.2 Any obligations on two or more persons shall bind those persons jointly and severally.

1.2.3 Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

1.2.4 Words importing the plural or singular import the singular or plural respectively.

1.2.5 References to persons include references to individuals, companies, partnerships, trusts, organisations and other entities in each case whether or not having separate legal personality.

1.2.6 References to any statute or subordinate legislation include any amendments or replacements of it.

2 Covenants

2.1 The Grantor for itself and its successors in title covenants and agrees for the benefit of the Grantee and its successors in title of the Dominant Tenement that:

2.1.1 all dwellings have a system in place ensuring that such dwelling houses are capable of internal ventilation at night, such system to be such that ventilation may take place without opening windows.

2.1.2 each residential internal ventilation system shall also contain an activated carbon fabric filtration system or its equivalent. The purpose of installing such a system is to remove intermittently occurring VOC's (Volatile Organic Compounds) and odours from the interior of the dwelling.

2.1.3 That all dwellings must be acoustically designed or fitted with sound attenuation measures designed to meet an internal night-time (9.00 pm to 7.00 am) standard of 30 dBA L_{eq} and 70 dBA L_{max} with the ventilation system mentioned in 1 above, when operating.

2.1.4 the Grantor will not:

- (a) directly or indirectly object to, appeal, complain about, bring or contribute to any proceedings (whether in contract, tort (including negligence), equity, nuisance, public nuisance, under any statute or otherwise, and whether seeking damages, injunctive or

ANNEXURE SCHEDULE 1

Page 3 of 3 pages

Insert instrument type

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

other relief or any order) in respect of, interfere with, prevent, hinder, obstruct or otherwise oppose in any way:

- (i) the operations of and any adverse environmental effects (including but not limited to noise, dust, traffic, vibration, glare or odour) resulting from any lawfully established activities conducted on the Dominant Tenement by the Grantee (and/or any of its contractors, lessees or authorised persons); or
 - (ii) any application for a resource consent made to a relevant consent authority under the Act in relation to the operations and activities of the Grantee (and/or any of its contractors, lessees or authorised person) on the Dominant Tenement, or for any development proposal or operations or activities proposed to be undertaken on the Dominant Tenement, including any application for a change or cancellation or review of consent conditions, or for renewal of any resource consent in respect of the Dominant Tenement (**Application**) sought by or supported by the Grantee.
- (b) Grant any lease, licence, tenancy or other right to occupy (**Occupation Right**) all or any part of the Servient Tenement which does not include a covenant (enforceable by the Grantee) requiring the recipient to observe, perform and comply with the terms of the covenant specified in clause 2.1 of this Easement Instrument.

2.1.5 The Grantor shall not, whether directly or indirectly, procure, fund, or support any person or action to do or omit anything that would be in breach of the covenants specified in clause 2.1 of this Easement Instrument if done or omitted by the Grantor.

3 Conditions Relating to Covenants

3.1 The Grantor covenants and agrees that, if called upon by the Grantee, it will sign any document or give its written approval for, and do any other thing reasonably necessary to support any Application. The Grantor shall provide any necessary further written approval to such Application if requested by the Grantee and, in the event of the Grantor failing to do so, the Grantee shall be entitled to provide a copy of this Easement Instrument to the relevant consent authority as evidence that such written approval is given.

4 Limitation of Liability

4.1 The covenants in this Easement Instrument are enforceable only against:

- 4.1.1 The Grantor as registered proprietor for the time being of the Servient Tenement; and
- 4.1.2 Any previous registered proprietor who has breached any of the covenants in this Easement Instrument while a registered proprietor of the Servient Tenement.