



**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 **705187**
Land Registration District **Canterbury**
Date Issued 19 January 2016

Prior References
613514

Estate Fee Simple - 1/37 share
Area 1389 square metres more or less
Legal Description Lot 100 Deposited Plan 489474
Registered Owners
Ying Yuan

Estate Fee Simple
Area 148 square metres more or less
Legal Description Lot 20 Deposited Plan 489474
Registered Owners
Ying Yuan

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 489474)

10180185.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.1.2016 at 3:29 pm (affects Lot 20 DP 489474)

10180185.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.1.2016 at 3:29 pm (affects Lot 20 DP 489474)

Subject to a party wall easement over part Lot 20 DP 489474 marked AH, AJ, AK and AM on DP 489474 created by Easement Instrument 10180185.6 - 19.1.2016 at 3:29 pm

Appurtenant to Lot 20 DP 489474 is a party wall easement created by Easement Instrument 10180185.6 - 19.1.2016 at 3:29 pm

The easements created by Easement Instrument 10180185.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way over part Lot 100 DP 489474 marked DA on DP 489474 created by Easement Instrument 10180185.7 - 19.1.2016 at 3:29 pm

Appurtenant to Lot 20 DP 489474 is a right of way created by Easement Instrument 10180185.7 - 19.1.2016 at 3:29 pm

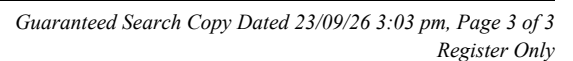
The easements created by Easement Instrument 10180185.7 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to drain sewage and stormwater over part Lot 100 DP 489474 marked DA on DP 489474 in favour of Waimakariri District Council created by Easement Instrument 10180185.8 - 19.1.2016 at 3:29 pm

The easements created by Easement Instrument 10180185.8 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications and computer media over part Lot 100 DP 489474 marked DA on DP 489474 in favour of (now) EonFibre Limited created by Easement Instrument 10180185.9 - 19.1.2016 at 3:29 pm

The easements created by Easement Instrument 10180185.9 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey electricity over part Lot 100 DP 489474 marked DA on DP 489474 in favour of
MainPower New Zealand Limited created by Easement Instrument 10180185.10 - 19.1.2016 at 3:29 pm
The easements created by Easement Instrument 10180185.10 are subject to Section 243 (a) Resource Management Act
1991
Land Covenant in Easement Instrument 10180185.11 - 19.1.2016 at 3:29 pm (affects Lot 20 DP 489474)



View Instrument Details



Instrument No 10180185.11
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury

Annexure Schedule: Contains 16 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 ☒
- I certify that the Mortgagee under Mortgage 9389984.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sara Helen Cheetham as Grantor Representative on 14/01/2016 09:36 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 ☒

Grantee Certifications

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 Sara Helen Cheetham as Grantee Representative on 14/01/2016 09:36 AM

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

Form B

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

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

Grantor

TODD PROPERTY PEGASUS TOWN LIMITED

Grantee

TODD PROPERTY PEGASUS TOWN 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 covenant		Lots 1-9 (inclusive) and 19-27 (inclusive) DP 489474 (CFRs 705177 – 705194 (inclusive))	Lots 1-9 (inclusive) and 19-27 (inclusive) DP 489474 (CFRs 705177 – 705194 (inclusive))

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]~~

Form L

Annexure Schedule 1

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Land covenant

Continue in additional Annexure Schedule, if required

The Grantor as registered proprietor of the land contained in Computer Freehold Register 613514 (**Land**) has subdivided the Land into residential lots in the manner shown and defined on Deposited Plan 489474.

It is the Grantor's intention to create, for the benefit of the Benefiting Lots, the land covenants set out in Schedule A (**Covenants**) over the Covenanting Lots TO THE INTENT that:

- (a) the Covenanting Lots will be bound by the stipulations and restrictions set out in the Covenants; and
- (b) the Grantee and the owners and occupiers for the time being of the Benefiting Lots may enforce the observance of the Covenants against the owners for the time being of the Covenanting Lots.

So as to bind the Covenanting Lots, and for the benefit of the Grantee and the respective owners of the Benefiting Lots, the Grantor DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule A so that the Covenants run with the Covenanting Lots for the benefit of the Grantee and the respective owners of the Benefiting Lots PROVIDED HOWEVER that:

- (a) the Grantee will not be required or obliged to enforce all or any of the stipulations and restrictions contained in the Covenants; and
- (b) the Grantor will not be liable to the Grantee for any breach of any of the Covenants by any of the other registered proprietors of the Covenanting Lots; and
- (c) the Grantor will as regards the stipulations and restrictions contained in the Covenants be liable only in respect of breaches which occur while the Grantor is registered proprietor of any of the Covenanting Lots in respect of which any breach occurs.

SCHEDULE A

DEFINITIONS AND INTERPRETATION

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

Access Way means any land in the Development which is currently or subsequently defined as a legal access way or access lot on any registered instrument, deposited plan or by the Property Law Act 2007;

Benefiting Lot(s) means any one of lots 1-9 (inclusive) and 19-27 (inclusive), on Deposited Plan 489474 or any of them, and any lots into which those lots are further subdivided;

Berm means the area between the boundary of the Lot and the curb of the adjacent road or Access Way;

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Covenantee Lot(s) means any one of lots 1-9 (inclusive) and 19-27 (inclusive), on Deposited Plan 489474 or any of them, and any lots into which those lots are further subdivided;

Development means Pegasus Town's residential and commercial development of all or part of the land located at Pegasus Town, Waimakariri, Canterbury, together with all improvements including services, roads, footpaths, verges, parks and reserves constructed or to be constructed as part of that development;

Erect means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

Finished Ground Level means the ground level of the Covenantee Lot existing at the time the section 224(c) certificate is issued in respect of the subdivision of which the Covenantee Lot forms part;

Grantee means the registered proprietor of the Benefiting Lots;

Grantor means the registered proprietor of the Covenantee Lots and includes the agents, employees, contractors, tenants, licensees and other invitees of the grantor;

Improvements means any residential dwelling and associated buildings or structures, fencing and landscaping to be Erected or incorporated on any of the Covenantee Lots and includes Landscape Features;

Pegasus Design Guidelines means the booklet of materials compiled by Pegasus Town, containing information to guide the design of the dwelling for each Covenantee Lot, including (but not limited to) requirements for building form, materials, colour and landscaping, as may be varied from time to time;

Pegasus Town means Todd Property Pegasus Town Limited and any successor or any party appointed by it or by any successor to evaluate applications for approvals required by Pegasus Town under any of these covenants;

Pegasus Town Construction Rules means the rules and undertakings regulating construction practices within the Development;

Relevant Authority means any corporation, including any government, local or regional territorial authority, statutory or non-statutory authority or body having jurisdiction over the Covenantee Lots or the Land or any part thereof;

Satellite Dish means any satellite dish or other communication dish, device, antenna or aerial which is greater than 1 metre in diameter; and

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Continue in additional Annexure Schedule, if required

Stormwater Components means the sediment collection chamber and soak pit components of the stormwater treatment system within the Development.

LAND COVENANTS TO ENURE

- 2 The Grantor for itself and its successors in title covenants and agrees with the Grantee for the benefit of each and all of the Benefiting Lots and also separately with each and all of the registered proprietors of the Benefiting Lots to always observe and perform all of the agreements, stipulations and restrictions set out in the Covenants to the intent that they shall forever enure to benefit the Benefiting Lots.

GRANTOR'S COVENANTS

Improvements to Comply

- 3 The Grantor must not Erect any Improvements on a Covenantee Lot without first obtaining all consents and permits required under any relevant legislation for such Improvements from the Relevant Authority.
- 4 The Grantor must comply and satisfy all terms and conditions in any such consents and permits.
- 5 When Erecting or altering a residential dwelling on the Covenantee Lot the Grantor must comply with the Pegasus Design Guidelines, these Land Covenants, the Pegasus Town Construction Rules and the consented design as approved by Pegasus Town.

Timely completion of Improvements

- 6 Each Covenantee Lot shall have a maximum of one residential dwelling located on that Covenantee Lot.

Building and Construction

- 7 The Grantor may only construct a new dwelling on the Covenantee Lot. The Grantor must not place a relocatable or second-hand dwelling on the Covenantee Lot.
- 8 The Grantor must (and procure its contractors, subcontractors, employees and/or agents (as the case may be) to) only use new, or recycled materials which are high quality and compliant with the New Zealand Building Code, building materials in constructing any Improvements on the Covenantee Lot.
- 9 The Grantor must ensure that the following materials are used for the exterior cladding for all buildings on any Covenantee Lot (except for the cladding of soffits or gable ends):
- (a) brick;

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- (b) natural stone;
 - (c) river rock;
 - (d) textured plaster over brick, or polystyrene or other suitable sub-base for plaster;
 - (e) stained or painted timber weather-board, wooden shingles, timber board & batten;
 - (f) surface coated concrete block or concrete including concrete panels;
 - (g) solid plaster or glazing; or
 - (h) such other materials as may be approved by Pegasus Town.
- 10 The Grantor must ensure that the following materials are used for roofing for all buildings on any Covenanting Lot:
- (a) tiles (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel);
 - (b) steel (comprising pre-painted, long-run pressed or rolled steel);
 - (c) shingles;
 - (d) slate;
 - (e) membrane roofing; or
 - (f) such other roofing material as may be approved by Pegasus Town.
- 11 The Grantor must ensure that:
- (a) no reflective or visually obtrusive materials are used on the exterior of any building (including the roof) on the Covenanting Lot;
 - (b) no unpainted and/or exposed zinc coated products are used for the exterior cladding, roofing material, guttering or down pipe on any building on the Covenanting Lot; and
 - (c) if a building is erected on the Covenanting Lot using concrete or treated wooden piles, a solid and durable skirting board or other enclosure around the exterior of the building(s) from ground height to the underside of the wall cladding is provided.

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- 12 The Grantor must not Erect on the Covenantee Lot any garage or subsidiary building except in conjunction with, or following construction of, the residential dwelling and all such buildings shall be constructed with permanent materials comprising surface coated concrete, timber, stone or other permanent materials fitting with the character of the residential dwelling constructed on the Covenantee Lot.
 - 13 Prior to the commencement of construction of any Improvements on the Covenantee Lot the Grantor must construct a ramp across the berm and footpath adjoining the Covenantee Lot to protect these areas from damage by vehicular traffic accessing the Covenantee Lot during construction works. Such ramp must be built to the satisfaction of Pegasus Town.
 - 14 The Grantor must not install or permit to be installed any open fireplace or dry wood, pellet or similar solid fuel burner (except for clean air approved fires or burners complying with relevant and current environmental standards).
 - 15 The Grantor must ensure that all air conditioning units on the Covenantee Lot are properly screened and noise proofed to ensure they are not a nuisance to neighbours.
 - 16 The Grantor must ensure that no discharge from a Covenantee Lot, of a soluble or insoluble nature, that is detrimental to water quality is discharged into the waste water or storm water systems within the Development.
 - 17 The Grantor must not use portable gas cylinders or bottles on any Covenantee Lot or in any building for any permanent cooking, water heating or domestic heating purposes (except gas bottles for outdoor and barbecue use) unless a reticulated community gas supply is not available to the Covenantee Lot.
 - 18 The Grantor must not place or permit to be placed on any Covenantee Lot any diesel, petrol, oil or gas tanks which have a capacity of more than 100 litres.
 - 19 Covenantee Lots that have rear vehicular access available from a lane or right of way may not have vehicular access to the Lot from the street frontage unless approved by Pegasus Town. Parking is prohibited on any Access Way unless approved by Pegasus Town.
- Pegasus Town approval of building plans**
- 20 Prior to the Grantor making an application to the Relevant Authority for a building consent for any Improvement to be constructed on the Covenantee Lot, the Grantor must obtain the approval of Pegasus Town to the Grantor's design plans.

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*Continue in additional Annexure Schedule, if required***Liability for Damage**

- 21 In the event that the Grantor or any contractor, agent, employee or invitee of the Grantor causes any damage to the road, footpath, Access Way, curb, Berm, street light or other structure within the Development, the Grantor must make good the damage at its cost.

Residential Use

- 22 The Grantor must not use any part of the Covenanteeing Lot, or permit the same to be used, for any trading or commercial purpose, unless that purpose is a permitted activity under the relevant district plan and the Grantor complies in all respects with the requirements of the Relevant Authority.

Third party possession prior to completion

- 23 The Grantor must not transfer or give possession of all or part of a Covenanteeing Lot to a third party before construction of the primary dwelling on the Covenanteeing Lot has been completed and the driveway, fencing and landscaping in the front yard of that Covenanteeing Lot have been completed. In exceptional circumstances Pegasus Town may grant a dispensation to this requirement. Any dispensation must be confirmed in writing by Pegasus Town. If Pegasus Town consents to the sale or transfer of the Covenanteeing Lot to a third party prior to the construction of a residential dwelling on the Covenanteeing Lot, on-sale purchasers of the Covenanteeing Lot will be bound by this covenant.
- 24 The Grantor must not use, occupy or move into or permit any other person to use, occupy or move into any residential dwelling or any associated building (as the case may be) on the Covenanteeing Lot, until such time as complete construction of the exterior to the Covenanteeing Lot's primary dwelling has been completed, the Covenanteeing Lot's driveway, fencing and landscaping in the front yard have been completed.

Maintenance*Buildings*

- 25 The Grantor must keep and maintain the exterior appearance of any Improvement on a Covenanteeing Lot to a high standard of care and maintenance and in particular must:
- (a) keep and maintain the exterior of any Improvements situated on the Covenanteeing Lot in good and substantial tenantable repair and condition; and
 - (b) regularly clean and paint the exterior of any Improvements as and when required to ensure the continued high standards of visual amenity within the Development on the Land.

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*Continue in additional Annexure Schedule, if required***Landscaping**

- 26 The Grantor must keep the Covenanting Lot in a neat, tidy and well maintained condition and free of weeds and rubbish and will not permit the growth of grass or other vegetation on the Covenanting Lot to the stage where it becomes long or unsightly, with grass or weeds on the Covenanting Lot not to exceed 150mm in height. The Grantor must not deposit, hold, store or leave on the Covenanting Lot or the Berm any excavation material, spoil, fallen trees, rubbish, garbage, builders' waste or other similar substances whatsoever.
- 27 Should the Grantee notify the Grantor that rubbish removal, slashing, maintaining or clearing of the Covenanting Lot or Berm is necessary to maintain the tidy presentation of the Development on the Land, the Grantor must carry out the works within 10 working days. If the Grantor fails to comply with the request to remove rubbish, slash, maintain or clear, the Grantee may employ a contractor to carry out the rubbish removal, slashing, maintaining or clearing and the Grantor must pay the Grantee for the cost incurred within 10 working days of receipt of an invoice from the Grantee setting out the cost incurred.
- 28 The Grantor must ensure that no tree, shrub or other vegetation on the Covenanting Lot materially affects the outlook or view from, or the sun into, a Benefiting Lot.

Immobile vehicles and rubbish

- 29 The Grantor will not:
- (a) bring onto or allow to remain on the Covenanting Lot or the Development any vehicle or rubbish (inorganic or organic) which is unsightly or which is likely to become a nuisance to the registered proprietors of the other lots in the Development;
 - (b) allow to remain on the Covenanting Lot or the Development for more than 7 days any equipment or machinery which is unsightly or which is likely to become a nuisance to the registered proprietors of the other lots in the Development;
 - (c) place or leave at any time any immobile or broken down vehicle or any unregistered or unlicensed vehicle on any road, road reserve, Berm or Access Way in the Development; or
 - (d) use any adjacent land, footpaths or recreation areas for access to the Covenanting Lot.

Services

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- 30 The Grantor must ensure that any Stormwater Components located on the Covenanting Lot are not removed or modified in any way which would adversely affect the performance of the stormwater system within the Development.
- 31 The Grantor shall at all times authorise Pegasus Town and the Relevant Authority or its agent to access the Covenanting Lot for the purposes of inspecting and maintaining the Stormwater Components located on the Covenanting Lot.
- 32 The Grantor shall, at the Grantor's expense, comply with any directive issued by Pegasus Town or the Relevant Authority or its agent as to maintenance or repair of the Stormwater Components required to ensure the efficient and effective performance of the Stormwater Components.
- 33 Pegasus Town may on behalf of the Grantor, if Pegasus Town determines it necessary, construct a suitable on-site soak pit on the Covenanting Lot. As part of Pegasus Town's approval of building plans, the Grantor shall pay to Pegasus Town the cost of constructing the on-site soak pit plus GST.

Carparking

- 34 The Grantor must not:
- (a) allow any Covenanting Lot, road reserve, road, Berm or Access Way to be used for the purpose of long term vehicle parking, repair or maintenance; and
 - (b) park or permit guests, residents, invitees or contractors to park any recreational or commercial vehicles, boats or trailers on any road reserve, road, Berm or Access Way or in the front yard of the Covenanting Lot.

Subdivision or amalgamation

- 35 The Grantor must not subdivide any Covenanting Lot in order to create any additional lot or lots, whether by fee simple title, unit title, cross-lease or otherwise without the prior approval of Pegasus Town.
- 36 The Grantor may carry out a boundary adjustment between any two or more lots only where such boundary adjustment does not create any additional lots.

Washing Lines

- 37 The Grantor must ensure that any washing line Erected on the Covenanting Lot is not situated within the front yard of the Covenanting Lot.

Letter boxes

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- 38 The Grantor must ensure that all letter boxes are constructed using high quality material and are located adjacent to the road.
- Satellite dishes and solar panels**
- 39 The Grantor must not Erect a Satellite Dish in the front yard of the Covenanting Lot unless approved by Pegasus Town.
- 40 The Grantor must not Erect any solar panels on the roof of the dwelling situated on the Covenanting Lot unless such solar panels are integrated with the roof design.
- Landscape Features and swimming pools**
- 41 The Grantor must not Erect any Landscape Features or swimming pools on the Covenanting Lot without the approval of Pegasus Town.
- Signage**
- 42 Subject to clause 44, the Grantor must not Erect on the Covenanting Lot:
- (a) more than one "builder's" sign at any one time (excluding signs required by Occupational Health and Safety standards); and
 - (b) more than one "For Sale" or "For Rent" sign at any one time.
- 43 The Grantor must ensure that any signage Erected on the Covenanting Lot:
- (a) is of high quality sign writing; and
 - (b) is not handwritten.
- 44 Nothing in clause 42 will prevent the Grantor from Erecting any sign, provided that such sign:
- (a) complies with clause 43; and
 - (b) is either:
 - (i) required in order to adhere to the requirements of Occupational Health and Safety Service; or
 - (ii) approved by Pegasus Town and (where necessary and subsequent to Pegasus Town's approval being given) the Relevant Authority.

Animals

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- 45 The Grantor must not bring onto, raise, breed or keep any animal, livestock or poultry on the Covenantee Lot without the prior approval of the Relevant Authority, other than a domestic cat, bird, rabbit or dog registered with the Relevant Authority.
- 46 Notwithstanding clause 45, the Grantor must not bring onto, raise, breed or keep any potentially aggressive or noisy breed of animal including any dog which, in whole or in part, resembles any of the pit bull terrier, the Japanese tosa, the dogo argentino or the fila brasileiro breeds.
- Finished Ground Level**
- 47 The Grantor must not alter the Finished Ground Level on the Covenantee Lot without prior approval from Pegasus Town.
- Fencing**
- 48 The Grantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978 in that neither Pegasus Town nor the Waimakariri District Council shall be liable to pay for or contribute towards the cost of the construction or maintenance of any fence between any Covenantee Lot and any adjoining land owned by Pegasus Town or the Waimakariri District Council.
- 49 If the Grantor takes title to a Covenantee Lot which already has a boundary fence constructed thereon and that fence has been paid for in full by the owner of an adjoining Benefiting Lot, the Grantor shall be liable to reimburse such owner for one half of the actual cost of that boundary fence provided that the cost of that boundary fence has not previously been reimbursed in part or in whole by any other party. The amount reimbursed from the Grantor to the owner of the adjoining Benefiting Lot shall not exceed \$100.00 (plus GST) per linear metre for the fence. The cost shall be Consumer Price Indexed annually effective from 1 January 2014.
- 50 The Grantor must ensure that:
- (a) all fences on the side and rear boundaries of the Covenantee Lot are constructed and maintained in accordance with the Pegasus Design Guidelines and are approved by Pegasus Town; and
 - (b) all fences on the side and rear boundaries of the Covenantee Lot are Erected prior to commencing construction of any dwelling on the Covenantee Lot.
- No Objection to Development**
- 51 The Grantor irrevocably agrees and undertakes to waive all rights of complaint, submission, appeal or objection it may have under the RMA or otherwise in respect of any subdivision, use or development of any part of the Development.

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Land covenant

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- 52 For the avoidance of doubt, this clause shall apply to:
- (a) any application for a resource consent made by any person to the Relevant Authority under section 88 of the RMA relating to the subdivision and/or use of the Development or any matter relating to the Development for the purposes of residential or business activities (including retail and commerce);
 - (b) any application for change or cancellation of consent conditions under section 127 of the RMA, or any review of consent conditions by the Relevant Authority under sections 128 and 129 of the RMA;
 - (c) any request for a change to the district plan made under clause 21 of the First Schedule to the RMA to provide for the subdivision, use, and development of any part of the Development for the purposes of residential and/or business activities; and
 - (d) any preparation by the Relevant Authority of a proposed district plan under clause 2 of the First Schedule to the RMA to provide for the subdivision, use, and development of any part of the Development for the purposes of residential and/or business activities;
- (referred to in this document as an Application).
- 53 The Grantor surrenders with immediate effect its rights as a person who may be directly or indirectly affected by an Application to receive notice of the Application under section 94(1) of the RMA, and shall not request that the Relevant Authority serve on them notice of an Application.
- 54 The Grantor surrenders with immediate effect the right to make submissions or further submissions about an Application under section 96 or clauses 6 and 8 of the First Schedule of the RMA, and shall not make a submission about an Application.
- 55 The Grantor surrenders with immediate effect the right to appeal to the Environment Court against the whole or any part of a decision by the Relevant Authority on an Application under sections 120 or clause 14 of the First Schedule of the RMA (including any rights of further appeal on a question of law or to the Court of Appeal under sections 299, 305, and 308 of the RMA), and shall not exercise any right of appeal against the decision of the Relevant Authority on an Application.
- 56 The Grantor surrenders with immediate effect the right to become a party to proceedings under section 274 of the RMA, and the right to appear and be heard on appeal under sections 301 or 308 of the RMA, and shall not exercise any such rights in relation to an appeal against the decision of the Relevant Authority on an Application.

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*Insert instrument type***Land covenant***Continue in additional Annexure Schedule, if required*

57 The Grantor surrenders with immediate effect its right to make a claim against Pegasus Town in nuisance or any other action in law in relation to any adverse effect on the environment arising out of, or in relation to, the subdivision or development of any part of the Development and any actual or potential effects of such activities (including, without limitation, dust, noise and vibration) (referred to in this document as an Adverse Effect) on the Lots. The Grantor further agrees not to seek an enforcement order or abatement notice under the RMA from any Relevant Authority in respect to any Adverse Effect.

58 In addition:

- (a) this clause shall also apply to any right of complaint or application under sections 17, 35, 311, 316, 322, 338, and 343A of the RMA relating to the subdivision, use, and development of any part of the Development for the purposes of residential and/or business activities;
- (b) for the avoidance of doubt, the Grantor also covenants and agrees that it shall not at any time after the date of these land covenants aid, abet, counsel, or procure any other person to exercise any of the rights under the RMA referred to in these land covenants (either on behalf of the Grantor or otherwise) in relation to the subdivision, use, or development of any part of the Development and any actual or potential effects of such activities on the Covenanted Lot.

BREACH OF COVENANTS

59 If the Grantee considers that there is any breach or non-observance by the Grantor of any one or more of the Covenants, the Grantee will give written notice of such breach to the Grantor. Without prejudice to any other liability which the Grantor may have to the Grantee and any persons having the benefit of the Covenants, the Grantor will upon written demand being made by the Grantee:

- (a) within 7 working days (or such shorter period as is provided elsewhere in this Covenant or by the Relevant Authority) of receipt of notice in writing from the Grantee, pay to the Grantee as liquidated damages the sum of \$100 for each day that the breach continues; and/or
- (b) within 7 working days (or such shorter period as is provided elsewhere in this Covenant or by the Relevant Authority) of receipt of notice in writing from the Grantee, remedy any breach if capable of remedy on terms and conditions imposed by the Grantee, which may involve being required to remove any structure or building material which breaches the terms of the Covenants; and/or

Form L

Annexure Schedule 1

Page 13 of 14 Pages

Insert instrument type

Land covenant

Continue in additional Annexure Schedule, if required

- (c) allow the Grantee the right to lodge a caveat against the certificate of title to the Covenanted Lot in breach, to protect the sum of any unpaid debt owing to the Grantee on the basis that any unpaid debt shall be deemed to constitute a contractual charge over the Covenanted Lot owing to the Grantee until such time that any debt is fully discharged or otherwise satisfied.

- 60 If the Grantor and/or the tenant of the Grantor fails to remedy the breach within a reasonable time of receipt of such notice, the Grantee may take whatever legal action it or they consider necessary to remedy the breach.
- 61 All expenses and costs incurred in enforcing the Covenants will constitute a debt due that shall be a charge against the Covenanted Lot of the Grantor who is in breach of the covenants(s) and shall be recoverable as liquidated damages.

Dispute Resolution

- 62 If a dispute arises in connection with these Covenants, the parties will endeavour to settle the dispute by mediation before resorting to arbitration. Either party may initiate mediation by giving written notice to the other party. The mediator will be agreed on by the parties, but if the parties cannot agree on a mediator within 7 working days after the mediation has been initiated, then the mediator will be appointed by the President for the time being of the Auckland branch of the New Zealand Law Society whose decision as to the appointment of the mediator will be final and binding on the parties.
- 63 If the dispute has not been settled within 14 working days after the appointment of the mediator, or within any longer period agreed on in writing by the parties, then the parties agree that resolution of the dispute will be determined by arbitration under the Arbitration Act 1996. Either party may commence the arbitration by giving a written notice to the other party stating the subject matter and details of the dispute and the party's requirement to have the dispute determined by arbitration.
- 64 The arbitration will be conducted by a single arbitrator. If the parties cannot agree upon a single arbitrator within 14 working days of a party receiving a notice under this clause, then the arbitrator will be appointed by the President for the time being of the Auckland branch of the New Zealand Law Society and his/her decision will be final and binding on the parties as to the appointment of the arbitrator.
- 65 The parties agree that the arbitrator's award will be final and binding on them.

Form L

Annexure Schedule 1

Page 14 of 14 Pages

Insert instrument type

Land covenant

Continue in additional Annexure Schedule, if required

Severability

66 If any part of this instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this instrument.

View Instrument Details



Instrument No 10180185.10
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury
705205	Canterbury
705206	Canterbury

Annexure Schedule: Contains 8 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 ☒

I certify that the Mortgagee under Mortgage 9389984.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sara Helen Cheetham as Grantor Representative on 14/01/2016 09:35 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 ☒

Grantee Certifications

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 Aaron Joseph Milnes as Grantee Representative on 11/09/2015 11:23 AM

***** 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

Todd Property Pegasus Town Limited

Grantee

MainPower New Zealand 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
Right to convey electricity in gross	DA on DP 489474	Lot 100 DP 489474	Easement in gross in favour of MainPower New Zealand Limited

- continued

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

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

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

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

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

[the provisions set out in the 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]

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.
"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
"Land Code"	means the Land Code of Practice which forms part of the Constitution for the Electricity and Gas Complaints Commissioner Scheme as amended or substituted from time to time by the Council for that Scheme.
"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 PRIVILEGES

- 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 Grantee's 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 that part of the land marked DA on DP 489474 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 Agreement 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 LAND

- 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 renewal 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. **LAND CODE**
- 14.1 Except to the extent specific provisions of the Land Code are stated not to apply and except as required by law the Grantee will observe and comply with the undertakings, principles and obligations and follow the complaints process in the Land Code.

View Instrument Details



Instrument No 10180185.9
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
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705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury
705205	Canterbury
705206	Canterbury

Annexure Schedule: Contains 6 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 ☒

I certify that the Mortgagee under Mortgage 9389984.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sara Helen Cheetham as Grantor Representative on 14/01/2016 09:35 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 ☒

Grantee Certifications

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 George Donal Eisdell Moore as Grantee Representative on 13/01/2016 09:22 AM

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

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

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

Grantor

TODD PROPERTY PEGASUS TOWN LIMITED

Grantee

Vodafone New Zealand 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*Schedule, if required**Continue in additional Annexure*

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
Right to convey telecommunications and computer media	"DA" on DP 489474	Lot 100 on DP 489474 (Computer Registers 705177-705194 (inclusive), 705205 and 705206)	Vodafone New Zealand Limited in gross

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 1

Covenant provisions

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

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

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

~~[Annexure Schedule—]~~

ANNEXURE SCHEDULE

Easement Dated Page 3 of 6 Pages

Annexure Schedule 1**1. Terms and conditions****1.1 Right to convey telecommunications**

The Grantee is to have the following rights on the terms and conditions set out in this easement instrument:

- (a) The right at all times to lead and convey telecommunications without interruption or impediment from the point of entry through the cable and over the easement land.
- (b) The right at all times to construct, maintain and operate the cable over the easement land (whether above or underground) and to repair, replace and renew the cable from time to time (including the right to excavate the servient land for these purposes).

1.2 Rights of entry

- (a) The Grantee is to have the following incidental rights for any purposes necessary or expedient for the exercise by the Grantee of the rights and interests granted in this easement instrument including laying, inspecting, cleansing, repairing, maintaining, renewing and upgrading the cable:
 - (i) the right to enter upon the servient land by a reasonable route with any machinery, vehicles and equipment; and
 - (ii) the right to remain on the servient land for these purposes; and
 - (iii) the right to leave any machinery, vehicles or equipment on the servient land if work is proceeding.
- (b) Except in an emergency, the Grantee will give to the Grantor prior notice of the Grantee's intention to enter the servient land.
- (c) The Grantee is to comply with any reasonable requirements of the Grantor notified to the Grantee in connection with its entry upon the servient land.
- (d) The Grantee will carry out all works permitted by this easement instrument as expeditiously and with as little disturbance to the surface of the servient land as possible. Upon the completion of any work the Grantee will reinstate the surface of the servient land and repair any damage to existing fencing on the servient land to a condition equivalent to that existing before the commencement of the work if such damage was caused by any act or omission of the Grantee.

1.3 Grantor covenants

- (a) The Grantor is to have the right to use the easement land for any purpose whatsoever provided that the Grantor will not do anything whereby the rights and interests granted to the Grantee in this easement instrument may be interfered with or affected in any way and in particular the Grantor will not without the consent in writing of the Grantee:
 - (i) erect or permit the erection of any structures on the easement land;
 - (ii) make any alterations or additions to any structure on the easement land which

ANNEXURE SCHEDULE

Easement Dated Page 4 of 6 Pages

will affect the overall dimensions of that structure;

- (iii) deposit any soil, or other materials or construct any road, or earthworks on the easement land which would in any way reduce the clearance above the ground level of the cable below the minimum clearance height that may be required from time to time, by any statute, regulations, code of practice or otherwise;
 - (iv) remove or disturb the soil on the easement land which would in any way reduce the clearance above an underground cable below the minimum clearance height that may be required from time to time, by any statute, regulations, code of practice or otherwise;
 - (v) disturb the soil below a depth of 0.3 metres within a distance of 3.5 metres from any pole constructed as part of the cable on the easement land;
 - (vi) cause or consent to or acquiesce in, the inundation of the easement land but nothing in the clause shall require the Grantor to take any steps to do or construct anything to prevent an inundation caused by events beyond the reasonable control of the Grantor;
 - (vii) light any fires or burn off vegetation within the easement land, without obtaining the prior consent of the Grantee, such consent to be requested at least 5 working days prior to the date proposed to carry out such work;
 - (viii) operate any machinery or equipment in close proximity to the cable;
 - (ix) do anything on the easement land which would or could damage or endanger the cable;
 - (x) carry out any cultivation or permit any structures on the servient land (including frames and support) which is or is likely to be a danger or hazard to the safety or operation of the cable.
- (b) If the Grantor causes or allows any breach of the obligations set out in clause 1.3(a), the Grantee will be entitled to take all reasonable steps to abate or remedy the particular breach. In the absence of negligence or recklessness, the Grantee will not be liable to the Grantor, whether in contract, tort or otherwise, for any loss, compensation, damage or costs arising as a result of remedying the breach.

1.4 Grantee covenants

- (a) The Grantee will maintain the cable in good repair.
- (b) The Grantee will use the cable so that it will not interfere with the ordinary use of the servient land to the maximum extent practicable.

1.5 General

- (a) The cable will remain the property of the Grantee at all times.
- (b) Any rights and powers implied in easements pursuant to the Land Transfer Act 1952 are not implied in respect of the easement created by this easement instrument.

ANNEXURE SCHEDULE

Easement Dated Page 5 of 6 Pages

2. Indemnity

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the Grantee's negligence or breach of any of the terms of this easement instrument.

3. Disputes

If any dispute arises between the Grantor and the Grantee concerning the rights created by this easement instrument, the parties will:

- (a) Enter into negotiations in good faith to resolve the dispute.
- (b) Failing resolution by negotiation, the parties may agree to mediation before an independent mediator.
- (c) If the dispute is not resolved by negotiation within fourteen days, or mediation within 1 month, from the date on which the parties began their negotiation or mediation (as the case maybe), submit the dispute to the arbitration of an independent arbitrator appointed jointly by the parties.
- (d) Such arbitration will be determined in accordance with the Arbitration Act 1996.
- (e) The execution of this easement instrument is a submission to arbitration.

4. Definitions

In this easement instrument unless the context requires otherwise:

cable means the ducting together with the fibre optic, coaxial, copper or other cable and all electronic and other fittings including pole(s) used by the Grantee to transmit telecommunications, and other associated services to its subscribers, and includes any part thereof.

construct includes lay, install, string across, inspect, use, maintain, repair, renew, upgrade, replace, change the size of and remove and "construction" has a similar meaning.

convey includes send, pass, receive, conduct, transmit and transport.

easement instrument means this easement instrument.

easement land means the land shown marked "DA" on deposited plan 489474.

equipment includes the equipment, tools, machinery, cables, lines, wires, and all materials and items required for the purposes of exercising any of the rights given by this easement.

Grantee includes the Grantee's engineers, surveyors, workmen, agents, employees, servants, contractors, lessees, licensees or invitees with or without any vehicles machinery or equipment.

machinery includes cranes, plant and other tools and machinery required to construct, maintain and operate the cable.

maintain includes maintain, repair, renew, alter, upgrade, inspect, and improve and "maintenance" has a similar meaning.

operate includes to send, pass, receive, conduct, transmit and transport telecommunications and all associated signals, waves or impulses, and "operation" has a similar meaning.

ANNEXURE SCHEDULE

Easement Dated Page of Pages

road includes road, track and accessway.

servient land means all the land in the certificate of title referred to on the front page of this easement instrument being the land of which the easement land forms a part.

soil includes soil, gravel or other similar substances.

telecommunications includes signs, signals, impulses, writing, images, sounds, instructions, information and intelligence of any nature (including computer media) whether by electromagnetic waves or not and whether for the information of any person or not.

vegetation includes all vegetation both cultivated and natural and includes grass, crops, trees and shrubs, and includes any vegetation encroaching into the airspace of the easement land.

vehicles includes trucks, tractors, cars, aircraft, trailers, graders, excavation and earthmoving equipment, whether wheeled or tracked.

View Instrument Details



Instrument No 10180185.8
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury
705205	Canterbury
705206	Canterbury

Annexure Schedule: Contains 2 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	☒
I certify that the Mortgagee under Mortgage 9389984.1 has consented to this transaction and I hold that consent	☒

Signature

Signed by Sara Helen Cheetham as Grantor Representative on 14/01/2016 09:35 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	☒

Grantee Certifications

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 George Donal Eisdell Moore as Grantee Representative on 13/01/2016 09:22 AM

***** 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**TODD PROPERTY PEGASUS TOWN LIMITED****Grantee****WAIMAKARIRI DISTRICT COUNCIL****Grant of Easement or *Profit à prendre* or Creation of Covenant**

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Land (Computer Register)	Dominant Land (Computer Register) or in gross
Right to drain sewage and stormwater	"DA" on DP 489474	Lot 100 on DP 489474 (Computer Freehold Registers 705177-705194 (inclusive), 705205 and 705206)	In Gross

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:~~ N/A

~~by the provisions set out in Annexure Schedule A:~~

View Instrument Details



Instrument No 10180185.7
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury
705205	Canterbury
705206	Canterbury

Annexure Schedule: Contains 2 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 ☒
- I certify that the Mortgagee under Mortgage 9389984.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sara Helen Cheetham as Grantor Representative on 14/01/2016 09:21 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 ☒

Grantee Certifications

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 Sara Helen Cheetham as Grantee Representative on 14/01/2016 09:21 AM

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

Form B

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

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

Grantor

TODD PROPERTY PEGASUS TOWN LIMITED

Grantee

TODD PROPERTY PEGASUS TOWN 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
Right of Way	Area "DA" on DP 489474	Lot 100 on DP 489474 (CFRs 705177-705194 (inclusive), 705205 and 705206)	Lots 1-9 (inclusive), 19-27 (inclusive), 200 and 201 on DP 489474 (CFRs 705177-705194 (inclusive), 705205 and 705206)

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—]~~

View Instrument Details



Instrument No 10180185.6
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	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 ☒
- I certify that the Mortgagee under Mortgage 9389984.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sara Helen Cheetham as Grantor Representative on 13/01/2016 04:29 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 ☒

Grantee Certifications

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 Sara Helen Cheetham as Grantee Representative on 13/01/2016 04:29 PM

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

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

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

Grantor**TODD PROPERTY PEGASUS TOWN LIMITED****Grantee****TODD PROPERTY PEGASUS TOWN 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
Party Wall	Area "A" on DP 489474	Lot 1 DP 489474 (705177)	Lot 2 DP 489474 (705178)
Party Wall	Area "B" on DP 489474	Lot 2 DP 489474 (705178)	Lot 1 DP 489474 (705177)
Party Wall	Area "C" on DP 489474	Lot 2 DP 489474 (705178)	Lot 3 DP 489474 (705179)
Party Wall	Area "D" on DP 489474	Lot 3 DP 489474 (705179)	Lot 2 DP 489474 (705178)
Party Wall	Area "E" on DP 489474	Lot 3 DP 489474 (705179)	Lot 4 DP 489474 (705180)
Party Wall	Area "F" on DP 489474	Lot 4 DP 489474 (705180)	Lot 3 DP 489474 (705179)
Party Wall	Area "G" on DP 489474	Lot 4 DP 489474 (705180)	Lot 5 DP 489474 (705181)
Party Wall	Area "H" on DP 489474	Lot 5 DP 489474 (705181)	Lot 4 DP 489474 (705180)
Party Wall	Area "I" on DP 489474	Lot 5 DP 489474 (705181)	Lot 6 DP 489474 (705182)
Party Wall	Area "J" on DP 489474	Lot 6 DP 489474 (705182)	Lot 5 DP 489474 (705181)

Form B - continued

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
Party Wall	Area "K" on DP 489474	Lot 6 DP 489474 (705182)	Lot 7 DP 489474 (705183)
Party Wall	Area "L" on DP 489474	Lot 7 DP 489474 (705183)	Lot 6 DP 489474 (705182)
Party Wall	Area "M" on DP 489474	Lot 7 DP 489474 (705183)	Lot 8 DP 489474 (705184)
Party Wall	Area "N" on DP 489474	Lot 8 DP 489474 (705184)	Lot 7 DP 489474 (705183)
Party Wall	Area "O" on DP 489474	Lot 8 DP 489474 (705184)	Lot 9 DP 489474 (705185)
Party Wall	Area "P" on DP 489474	Lot 9 DP 489474 (705185)	Lot 8 DP 489474 (705184)
Party Wall	Areas "AG" and "AI" on DP 489474	Lot 19 DP 489474 (705186)	Lot 20 DP 489474 (705187)
Party Wall	Areas "AH" and "AJ" on DP 489474	Lot 20 DP 489474 (705187)	Lot 19 DP 489474 (705186)
Party Wall	Areas "AK" and "AM" on DP 489474	Lot 20 DP 489474 (705187)	Lot 21 DP 489474 (705188)
Party Wall	Areas "AL" and "AN" on DP 489474	Lot 21 DP 489474 (705188)	Lot 20 DP 489474 (705187)
Party Wall	Areas "AO" and "AQ" on DP 489474	Lot 21 DP 489474 (705188)	Lot 22 DP 489474 (705189)
Party Wall	Areas "AP" and "AR" on DP 489474	Lot 22 DP 489474 (705189)	Lot 21 DP 489474 (705188)
Party Wall	Areas "AS" and "AU" On DP 489474	Lot 22 DP 489474 (705189)	Lot 23 DP 489474 (705190)
Party Wall	Areas "AT" and "AV" on DP 489474	Lot 23 DP 489474 (705190)	Lot 22 DP 489474 (705189)
Party Wall	Areas "AW" and "AY" On DP 489474	Lot 23 DP 489474 (705190)	Lot 24 DP 489474 (705191)
Party Wall	Areas "AX" and "AZ" on DP 489474	Lot 24 DP 489474 (705191)	Lot 23 DP 489474 (705190)
Party Wall	Areas "BA" and "BC" on DP 489474	Lot 24 DP 489474 (705191)	Lot 25 DP 489474 (705192)
Party Wall	Areas "BB" and "BD" on DP 489474	Lot 25 DP 489474 (705192)	Lot 24 DP 489474 (705191)

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
Party Wall	Areas "BE" and "BG" on DP 489474	Lot 25 DP 489474 (705192)	Lot 26 DP 489474 (705193)
Party Wall	Area "BF" and "BH" on DP 489474	Lot 26 DP 489474 (705193)	Lot 25 DP 489474 (705192)
Party Wall	Area "BI" and "BK" on DP 489474	Lot 26 DP 489474 (705193)	Lot 27 DP 489474 (705194)
Party Wall	Area "BJ" and "BL" on DP 489474	Lot 27 DP 489474 (705194)	Lot 26 DP 489474 (705193)

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

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

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

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

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

[the provisions set out in the Annexure Schedule(s)]

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—]

Form L

Annexure Schedule

Page 1 of 2 Pages

Insert instrument type

Easement instrument

1 Interpretation

- 1.1 In this easement instrument "*Rights and Powers*" means the rights and powers implied in easements contained in Schedule 4 of the Land Transfer Regulations 2002.
- 1.2 The Rights and Powers are varied so that the definition of "easement facility" (b) is amended by inserting at the end of the sub-clause, the words "and any mask, insulator, casing, fixture, tunnel or other equipment material used or intended to be used for supporting, enclosing, surrounding or protecting any of the aforementioned".
- 1.3 The Rights and Powers are varied so that the following sub-clauses are added as new sub-clauses under the definition of "easement facility":
- "(g) in relation to a right to party wall, means a party wall erected on a stipulated area and includes:
- (i) any extension, modification or addition to any party wall;
 - (ii) any new party wall erected in substitution for a demolished party wall;
 - (iii) all foundations supporting a party wall; and
 - (iv) any part of the party wall."

2 Classes of Easements

- 2.1 Clause 2 of the Rights and Powers is amended by adding the following:

"(h) a right to a party wall."

3 Party Wall

- 3.1 The Rights and Powers are added to as follows:

16(1) A right to a party wall includes the right:

- (a) to use and enjoy for the purpose of a party wall, the relevant easement facility;
 - (b) to keep and maintain and enjoy the support and enclosure of the structure on the stipulated area now afforded by the easement facility and the land upon which it stands;
 - (c) to encroach upon so much of the relevant stipulated area as is now occupied by the easement facility;
 - (d) to keep and maintain and enjoy the existing foundations and structure of the easement facility and any existing extension thereof below the surface of the relevant stipulated area as the same are now; and
 - (e) at all reasonable times and upon reasonable notice to enter upon the servient land with their advisers for the purpose of inspecting the relevant easement facility and the state of repair thereof.
- (2) The grantor may from time to time and at all reasonable times and upon reasonable notice:
- (a) enter upon those necessary parts of the dominant land with their advisers for the purpose of inspecting the easement facility and the state of repair thereof; and
 - (b) enter upon and remain on those necessary parts of the dominant land with all

Form L

Annexure Schedule

Page 2 of 2 Pages

*Insert instrument type***Easement instrument**

necessary tools and equipment for the purposes of restoration work in respect of the easement facility provided that as a condition to the exercise of such right of entry and in carrying out any such work such persons will take all reasonable steps to minimise any interference to the use and enjoyment of the occupier or occupiers of the dominant land. The grantor must forthwith make good all damage done to the dominant land and the occupier or occupiers thereof including any damage done to any property of an occupier of the dominant land.

- (3) Neither party will without the prior written consent of the other make any addition to the party wall or impose any weight upon it which is likely to strain or damage the party wall or otherwise expose it to risk of damage.
- (4) In the event of the easement facility being demolished or so damaged as to require demolition for any reason then and only in such case the following provisions will apply:
 - (a) The parties will jointly proceed with all reasonable speed to build a new easement facility in the same place, of the same dimensions and constructed of similar materials to the easement now existing. The cost thereof will be borne equally by both parties except that where the reinstatement work has been rendered necessary by the act, neglect or default of either party alone then the party at fault or responsible will bear the whole of the cost thereof
 - (b) Upon completion of any new easement so erected the rights powers terms conditions covenants and restrictions herein expressed or implied will extend mutatis mutandis to such easement facility.

View Instrument Details



Instrument No 10180185.5
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
-----------------------------	---------------

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury

Annexure Schedule: Contains 1 Page.

Signature

Signed by Sara Helen Cheetham as Territorial Authority Representative on 13/01/2016 04:28 PM

*** End of Report ***

IN THE MATTER of the Resource
Management Act 1991

AND

IN THE MATTER of an application by
Todd Property Pegasus Town Ltd to
subdivide land into 18 lots (stage 1)

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

TO: The District Land Registrar
Canterbury Land Registry

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

1. Access to Lots 1 – 9 & 19 – 27 inclusive shall be off the right of way running along the rear of the lots, and shall be formed and sealed.

The above condition, as it relates to Lots 1 – 9 & 19 – 27, shall be secured by a consent notice pursuant to Section 221 of the Resource Management Act 1991 and shall be registered on the Certificates of Title to be issued for Lots 1 – 9 & 19 – 27.

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

SCHEDULE

Estate in fee simple and being Lots 1 – 9 & 19 – 27 Deposit Plan 489474 and being a subdivision of Lot 56 DP 463517, Certificate of Title 613514.

Dated this 25th day of August 2015

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



AUTHORISED OFFICER

View Instrument Details



Instrument No 10180185.4
Status Registered
Date & Time Lodged 19 January 2016 15:29
Lodged By Judson, Kristy Maree
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
-----------------------------	---------------

705177	Canterbury
705178	Canterbury
705179	Canterbury
705180	Canterbury
705181	Canterbury
705182	Canterbury
705183	Canterbury
705184	Canterbury
705185	Canterbury
705186	Canterbury
705187	Canterbury
705188	Canterbury
705189	Canterbury
705190	Canterbury
705191	Canterbury
705192	Canterbury
705193	Canterbury
705194	Canterbury

Annexure Schedule: Contains 1 Page.

Signature

Signed by Sara Helen Cheetham as Territorial Authority Representative on 13/01/2016 04:28 PM

*** End of Report ***

IN THE MATTER of the Resource
Management Act 1991

AND

IN THE MATTER of an application by
Todd Property Pegasus Town Ltd to
subdivide land into 18 lots (stage 1)

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

TO: The District Land Registrar
Canterbury Land Registry

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

1. The soak pits shall be retained and maintained at the design capacity such that the soakage trenches do not block or silt up. Waimakariri District Council staff shall be given unimpeded access at all times to inspect the stormwater system and to carryout capacity tests. Should the inspection or test results show that the system has failed or is in process of failing, the lot owner shall carry out maintenance to restore the system to its capacity. This may require the lot owner to replace the soak pit.

The above condition, as it relates to Lots 1 – 9 & 19 – 27, shall be secured by a consent notice pursuant to Section 221 of the Resource Management Act 1991 and shall be registered on the Certificates of Title to be issued for Lots 1 – 9 & 19 – 27.

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

SCHEDULE

Estate in fee simple and being Lots 1 – 9 & 19 - 27 Deposit Plan 489474 and being a subdivision of Lot 56 DP 463517, Certificate of Title 613514.

Dated this 25th day of August 2015

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



AUTHORISED OFFICER