

Attachment 28 - Summary of Legal Interests

1 Extent of Property

1.1 The land comprising the application site (*Property*) is legally described as follows:

Address	Legal Description	Freehold Title	Area	Shown on Diagram 1
160 Bangor Road, Darfield, Canterbury	Lot 2 Deposited Plan 81020	CB47A/153	4.00 hectares more or less	Blue
160 Bangor Road, Darfield, Canterbury	Section 2 SO 438579	548760	126.39 hectares more or less	Yellow

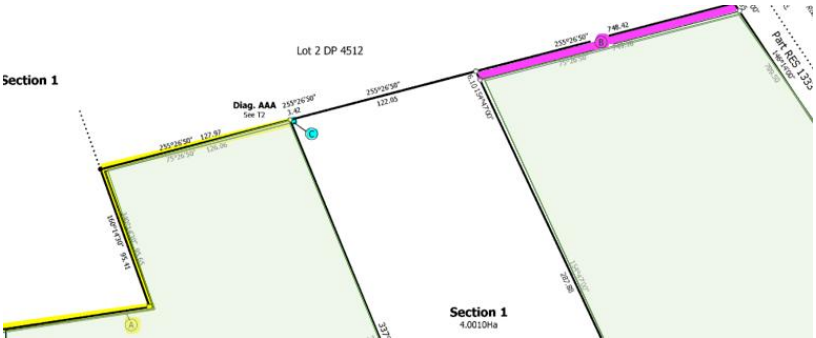
1.2 An aerial plan of the two parcels comprising the Property is shown in Diagram 1 below.



Diagram 1: Aerial plan of the application site – source: GRIP

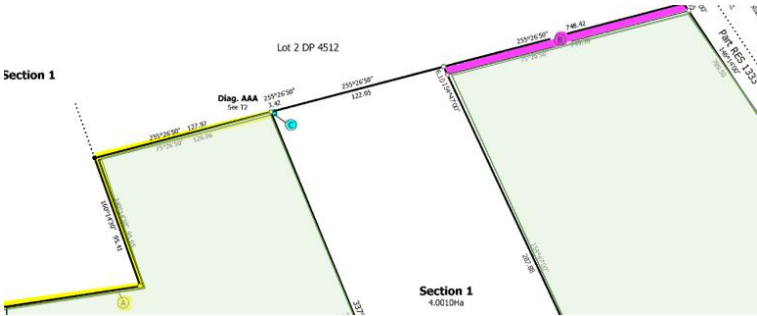
2 Interests Affecting 548760 (Coloured Yellow on Diagram 1)

2.1 Electricity Easement 8781543.8

Registered Interest:	Right to convey electricity (in gross) in favour of Orion New Zealand Limited
Burdened Land:	548760
Benefited Land:	N/A – Easement in gross in favour of Orion New Zealand Limited
Easement Area:	At the northern boundary of the Property, as shown approximately in yellow on the plan below, noting part of the Property (RT 548760) shown green.
Plan:	
Summary:	The easement right provides an electricity connection from Clintons Road to the west of the Property to Section 1 SO 438579, which is owned by Selwyn District Council for Water Supply Services. The Landowner cannot do anything within the Easement Area that would interfere with Orion's rights and equipment.
Easement Terms:	- Orion has the right to convey and transmit electricity through underground cables and an electrical substation, including all relevant machinery, plant, equipment and fittings within the Easement Area. Orion may also access the relevant parts of the Property (with reasonable notice other than in an emergency) with all necessary machinery, vehicles, and equipment) as required to exercise these rights and to maintain its equipment in good and efficient working order. - Orion may dig up and excavate the Easement Area, but must make good any damage once the works are completed. Orion is to ensure that the land is restored to nearly as possible its former state and condition at its own cost.

	- Orion must at all times indemnify and keep indemnified the Landowner against all liability and possible risk for Orion's exercise of rights. - The Landowner must not build, plant any vegetation, or do anything on the Easement Area that would interfere with Orion's rights or potentially damage the equipment.
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2.2 Easement 8781543.6

Registered Interest:	Right of way, right to convey water, and right to convey electricity, telecommunications and computer media (in gross) in favour of Selwyn District Council (SDC)
Burdened Land:	548760
Benefited Land:	N/A – Easement in gross in favour of SDC
Easement Area:	At the northern boundary of the Property, as shown on the plan below in: - pink, as to the right of way and right to convey water; and - pink and yellow, as to the right to convey electricity, telecommunications and computer media.
Plan:	 The plan shows two sections of land, Section 1 and Section 2, with various boundary measurements and a pink highlighted easement area along the northern boundary. The easement area is labeled 'Easement Area' and is shown in pink. The plan also includes a yellow highlighted area and a blue highlighted area. The plan is titled 'Section 1' and 'Section 2'.
Summary:	The easement provides SDC: - access from State Highway 73 to the east of the Property to Section 1 SO 438579, which is owned by SDC for Water Supply Services; - a right to convey water to and from its land to State Highway 73; and - a right to convey electricity, telecommunications and computer media to its property, both from State Highway 73 and from Clintons Road to the west of the Property. The Landowner cannot do anything within the Easement Area that would interfere with SDC's rights and equipment.

Easement Terms:	• <u>SDC Rights:</u> SDC may: • <u>Water:</u> take, carry, convey, and lead water in a free and unimpeded flow, in any quantity and for that purpose may lay, construct, maintain, alter or repair the infrastructure and equipment on or in the Easement Area; • <u>Right of Way:</u> enter and remain on the Property by the most practicable route for a reasonable time to complete necessary works and may access and travel over the Easement Area, with or without vehicles or machinery, to lay, construct, maintain, alter or repair the infrastructure and equipment on or in the Easement Area; • <u>Electricity:</u> convey electricity over and under the Easement Area and for that purpose may lay, construct, maintain, alter or repair the infrastructure and equipment on or in the Easement Area; • <u>Telecommunications and computer media:</u> convey telecommunication and computer media over and under the Easement Area and for that purpose may lay, construct, maintain, alter or repair the infrastructure and equipment on or in the Easement Area; and • <u>Carry out works:</u> trench, excavate the Easement Area and inspect, repair, extend, cleanse, enlarge, remove or replace the infrastructure and equipment on or in the Easement Area. • <u>SDC Obligations:</u> SDC must: • <u>Maintain:</u> maintain, repair and cleanse the infrastructure and equipment to avoid nuisance to the Landowner; and <u>Make Good:</u> remove all surplus excavated materials, make good the Easement Area once works are completed, and repair and make good any damage to any fence, building, or improvement, but SDC will not be liable for the costs of removing fences, buildings, improvements or trees on the Easement Area, or for damage to utilities where such damage could not reasonably have been prevented.
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	• <u>Landowner Obligations:</u> The Landowner must not: • <u>Interfere with Easement Area:</u> build, plant any vegetation, or do anything on the Easement Area that would interfere with SDC's rights or potentially damage SDC's infrastructure and equipment. If the Landowner is in breach of this obligation, they must (at their own expense) remove the obstruction and make good any injury or damage to SDC's equipment and infrastructure; and • <u>Add utilities:</u> permit any utilities within the Easement Area without SDC's approval (not to be unreasonably withheld).
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3 **Interests Affecting CB47A/153 (Coloured Blue on Diagram 1)**

3.1 Bond A421051.4

This portion of the Property is subject to a bond in favour of SDC pursuant to s108(2)(b) Resource Management Act 1991, which was registered on 19 August 1999. The bond secures the obligation of the Landowner to comply with an outstanding condition of its subdivision consent (SDC Reference 303749), being an obligation to form an accessway to provide access to the land contained in CB47A/153 in accordance with the requirements and standards of Transit New Zealand.

The bond requires the completion of the accessway within two years of the date of the bond (19 August 1999), otherwise SDC may enter and complete the works at the Landowner's cost. It does not appear that the accessway has been formed; however, the Applicant will work with SDC to deliver access to the Site in accordance with the requirements and standards of NZTA – and will address the terms of this Bond with SDC through a separate process.

4 **Statutory Memorials**

4.1 Section 59 Land Act 1948

Both titles comprising the Property are subject to s59 Land Act 1948 - This section was repealed by section 245 Mining Act 1971, but minerals continue to be reserved to the Crown by s11 of the Crown Minerals Act 1991.