



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **1024234**
Land Registration District **Nelson**
Date Issued 17 December 2021

Prior References
771472

Estate Fee Simple
Area 209.1142 hectares more or less
Legal Description Lot 8-9 Deposited Plan 527984 and Lot 4
Deposited Plan 13154 and Part Lot 1-2
Deposited Plan 6053

Registered Owners
Raine Estate "Oaklands" Limited

Interests

Subject to Section 308 (4) Local Government Act 1974 (Affects Lot 4 DP 13154 & part Lots 1 - 2 DP 6053) (See DP 13154)

Subject to Section 36 (4) Counties Amendment Act 1961 (Affects part Lots 1 & 2 DP 6053) (See DP 9956)

Subject to water rights over part Lot 2 DP 6053 created by Deed of Easement 35685 (37/382) - 13.3.1909 at 11:00 am

Subject to water rights over part Lot 2 DP 6053 created by Deed of Easement 35686 (37/386) - 13.3.1909 at 11:00 am

Subject to water rights over part Lot 9 DP 527984 created by Transfer 24549 - 13.6.1931 at 10:52 am

Appurtenant to Lot 8 DP 527984 and part Lot 9 DP 527984 formerly Lot 1 DP 507574 are water rights created by Transfer 24549 - 13.6.1931 at 10:52 am

Subject to a right of way over part Lot 9 DP 527984 marked R on DP 527984 created by Transfer 197296.9 - 12.7.1979 at 12:18 pm

Appurtenant to part 9 formerly part Lot 1 DP 6053 is a right of way created by Transfer 197296.9 - 12.7.1979 at 12:18 pm

The easements created by Transfer 197296.9 are subject to Section 37(1)(a) Counties Amendment Act 1961

224733.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 20.7.1982 at 9.28 am (Affects part Lots 1 & 2 DP 6053)

234596.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 5.9.1983 at 12.06 pm (Affects Lot 4 DP 13154)

326731.4 Pursuant to Section 70 of the Land Transfer Act 1952 the water rights granted by Deeds 35685 (37/382) and 35686 (37/386) are extinguished - Produced 29.4.1993 at 11.35 am and entered 15.6.1993 at 9.00 am

Appurtenant to part Lot 9 DP 527984 formerly Lot 1 DP 6053 is a right to convey water, transmit electricity and telephonic communications and a right to drain water and sewage specified in Easement Certificate 397416.5 - 15.5.2000 at 11:20 am

The easements specified in Easement Certificate 397416.5 will be subject to Section 243(a) Resource Management Act 1991 when created

9172311.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 14.9.2012 at 12:15 pm (Affects part Lot 9 DP 527984 formerly Lot 1 DP 6053)

Subject to a right to convey electricity, telecommunications and computer media (in gross) over part Lot 9 DO 527984 marked K on DP 527984 in favour of Network Tasman Limited created by Easement Instrument 9398550.1 - 16.5.2013 at 3:26 pm

10236444.5 Mortgage to ANZ Bank New Zealand Limited - 20.11.2015 at 11:20 am

Appurtenant hereto is a right of way and a right to convey water, electricity, telecommunications and computer media and a right to drain water and sewage created by Easement Instrument 10719551.6 - 15.3.2017 at 2:07 pm

The easements created by Easement Instrument 10719551.6 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is a right to emit noise from authorised farming activities, right to emit odour from authorised farming activities and right to emit drift from agricultural herbicide sprays created by Easement Instrument 10738970.4 - 10.4.2017 at 4:16 pm

Land Covenant in Easement Instrument 10738970.5 - 10.4.2017 at 4:16 pm

11808810.1 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (AFFECTS LOT 4 DP 13154 AND PART LOT 9 DP 527984 FORMERLY PART LOT 1 DP 6053) - 23.7.2020 at 7:00 am

Subject to a right of way over part Lot 8 DP 527984 marked QA, QB and N created by Easement Instrument 12122719.4 - 22.9.2021 at 5:43 pm

Subject to a right (in gross) to convey water over part Lot 8 DP 527984 marked L and E and over part Lot 9 DP 527984 marked M, a right of way over part Lot 8 DP 527984 marked QA, QB and N and the right to drain water over part Lot 8 DP 527984 marked E, P, PP, QA, QB, N and S on DP 527984 in favour of Nelson City Council created by Easement Instrument 12122719.5 - 22.9.2021 at 5:43 pm

Subject to a right to drain water over part Lot 8 DP 527984 marked E, P, PP, QA, QB, N and S on DP 527984 created by Easement Instrument 12122719.6 - 22.9.2021 at 5:43 pm

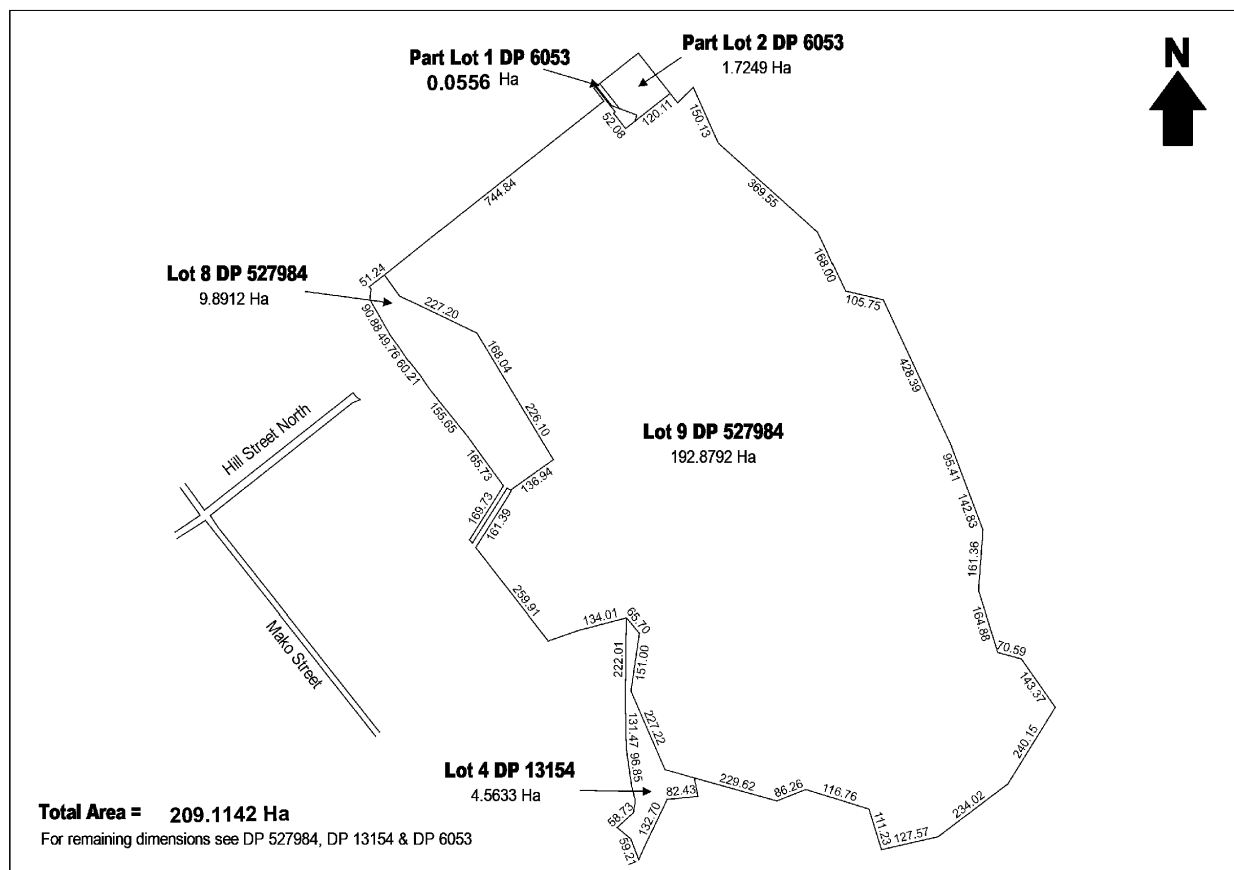
Subject to Section 241(2) Resource Management Act 1991 (affects DP 527984)

Land Covenant (in gross) in favour of Summerset Villages (Number 42) Limited and Summerset Villages (Richmond) Limited created by Covenant Instrument 12274501.14 - 17.12.2021 at 2:09 pm

Appurtenant hereto is a right to emit noise from authorised farming activities, right to emit odour from authorised farming activities and right to emit drift from agricultural herbicide sprays during authorised farming activities created by Easement Instrument 12274501.15 - 17.12.2021 at 2:09 pm

Subject to a right to drain water over part marked E, L, PP and QB on DP 527984 created by Easement Instrument 12274501.17 - 17.12.2021 at 2:09 pm

The easements created by Easement Instrument 12274501.17 are subject to Section 243 (a) Resource Management Act 1991





View Instrument Details

Instrument No 10738970.4
Status Registered
Date & Time Lodged 10 April 2017 16:16
Lodged By Christensen, Lana Marie
Instrument Type Easement Instrument



Affected Computer Registers Land District

771473	Nelson
771472	Nelson

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	✓
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	✓
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	✓
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	✓
Mortgage 10236444.5 does not affect the servient tenement, therefore the consent of the Mortgagee is not required	✓
I certify that the Mortgagee under Mortgage 10738970.3 has consented to this transaction and I hold that consent	✓

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 10/04/2017 02:57 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	✓
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	✓
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	✓
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	✓

Signature

Signed by Ranui Claire Calman as Grantee Representative on 10/04/2017 12:31 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

SUMMERSET VILLAGES (RICHMOND) LIMITED

Grantee

RAINE ESTATE "OAKLANDS" 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 emit noise from authorised farming activities, right to emit odour from authorised farming activities, and right to emit drift from agricultural herbicide sprays	DP 507574	Lot 2 DP 507574 (CT 771473)	Lot 1 DP 507574, Part Lot 1 and 2 DP 6053 and Lot 4 DP 13154 (CT 771472)

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 B]~~

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 B

Easement Instrument

Dated

2017

Continue in additional Annexure Schedule, if required

Right to Emit Noise from farming activities and equipment, odour from farming activities and Drift from Agricultural herbicide sprays

1. Definition

In this easement the term “authorised farming activities” means all rural activities (but excluding commercial horticulture and pig farming), including use of farming equipment; top dressing of fertiliser and the spraying for agricultural weeds and diseases together with any other activity permitted under the relevant District Plan for the time being in force and any activity permitted by any resource consent(s) of the owners or occupiers of the Dominant Tenement from time to time provided that such activity complies with the requirements in clauses 3(b) and 3(d). The term “authorised farming activities” shall also include any other activity ancillary to the activities already defined or necessary therefor.

2. Rights and Powers

Subject to clause 3, the owners or occupiers from time to time of the Dominant Tenement shall have the full, free, uninterrupted and unrestricted right, liberty and privilege for themselves and their respective employees, tenants, agents, licensees, grantees from time to time to emit:

- (a) noise from authorised farming activities;
- (b) odour from authorised farming activities; and
- (c) drift from agricultural herbicide sprays

and to allow such emanations to escape from the Dominant Tenement, pass over or settle on the Servient Tenement in the course of the use of the Dominant Tenement for rural purposes with the intent that such aforementioned rights shall run with the Dominant Tenement and be forever appurtenant to the Dominant Tenement.

3. Terms, Conditions, Covenants, or Restrictions in Respect of the Above Easement

- a) The owners or occupiers from time to time of the Servient Tenement shall allow authorised farming activities to be carried out on the Dominant Tenement without interference or restraint.
- b) All noise emitted from authorised farming activities shall not exceed the maximum level permitted in the relevant District Plan.
- c) The owners or occupiers from time to time of the Servient Tenement shall not:
 - i) make or lodge; nor
 - ii) be party to; nor
 - iii) finance nor contribute to the cost of

any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation or recommencement of the authorised farming activities by the owners or

occupiers from time to time of the Dominant Tenement.

- d) The owners or occupiers from time to time of the Dominant Tenement shall at all times undertake the authorised farming activities in accordance with good agricultural practices.
- e) The owners or occupiers from time to time of the Dominant Tenement shall not at any time construct a silage pit or other facility which may emit an unacceptable odour or noise within 150 metres of the Servient Tenement.

4. Defaults and disputes

The same rights and powers as set out in clauses 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this panel.

View Instrument Details



Instrument No 12122719.4
Status Registered
Date & Time Lodged 22 September 2021 17:43
Lodged By Muller, Stephanie Elizabeth
Instrument Type Easement Instrument



Affected Records of Title	Land District
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771472	Nelson
976918	Nelson
NL9B/1246	Nelson

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 Caveator under Caveat 12023325.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 10236444.5 has consented to this transaction and I hold that consent ☒
- Mortgage 12074177.18 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒
- Mortgage 12074177.19 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 22/09/2021 05:37 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Stephanie Elizabeth Muller as Grantee Representative on 31/08/2021 04:32 PM

*** End of Report ***

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

Nelson

Grantor*Surnames must be underlined.*

Raine Estate "Oaklands" Limited

Grantee*Surnames must be underlined.*

Summerset Villages (Richmond) Limited

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	"Q", "F", "G", "D", "J", "I" and "N" on Deposited Plan 538946	Lot 1 Deposited Plan 507574 (771472)	Lot 1 DP 14458 (NL9B/1246) and Lot 2 DP 507574 and Lot 300 DP 557605 (976918)

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

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

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

The provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

1

 of Pages

Continue in additional Annexure Schedule, if required.

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

- 1

The rights of way are limited to the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, to go over and along the easement facility only to access and carry out works to easement facilities or other assets or improvements of the grantee on the burdened land, the benefited land, or any adjacent land.
- 2

The grantee acknowledges that the grantor has entered into registered easements with the Nelson City Council relating to a right of way, right to convey water and right to drain water and sewage (*NCC Easements*) over all or part of the easement areas on the burdened land pursuant to this easement instrument. When exercising its rights pursuant to this easement instrument, the grantee agrees not to interfere with, restrict or impede the rights of the Nelson City Council, its employees, contractors and agents, under the NCC Easements, without first obtaining Nelson City Council's written approval.
- 3

If the grantee damages or allows to be damaged any part of the easement facilities provided for under the NCC Easements, then the cost of repairing the damage shall be borne by the grantee. The grantee shall obtain the Nelson City Council's consent prior to carrying out any repair works, which shall not be unreasonably withheld or delayed. Where a full width reinstatement of a right of way surface is required, then the length of the reinstatement will be not less than the width of the carriageway (or footpath) if so required by the grantor. The grantor acknowledges that colour matching of surface finishes may not be possible.
- 4

Subject to clause 3 above, where 1 or more grantees and the grantor share the use of a right of way Easement Area, then each of them is responsible, in proportions according to use, for the costs associated with repair and maintenance of the right of way easement facility.
- 5

The grantee(s) and the grantor (being the registered owner of the burdened land from time to time) shall meet as required to discuss in good faith inspection and maintenance of any shared right of way easement area. The parties acknowledge that the attendance of the Nelson City Council, as a grantee who also has the use of all or part of the right of way easement area, may be necessary.

View Instrument Details



Instrument No 12122719.5
Status Registered
Date & Time Lodged 22 September 2021 17:43
Lodged By Muller, Stephanie Elizabeth
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
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771472	Nelson
771474	Nelson

Annexure Schedule Contains 7 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Caveator under Caveat 12002449.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Caveator under Caveat 12023325.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Mortgagee under Mortgage 10236444.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 22/09/2021 05:37 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Zoe Alexandra Haig Bond as Grantee Representative on 22/09/2021 02:46 PM

*** End of Report ***

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

Nelson

Grantor*Sumames must be underlined.*

Raine Estate "Oaklands" Limited

Grantee*Sumames must be underlined.*

Nelson City Council

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	L, E, D and C on DP 538946 and B and A on DP 507574 C on DP 507574 M on DP 538946	Lot 1 Deposited Plan 507574 (771472) Lot 4 Deposited Plan 507574 (771474) Part Lot 1 DP 6053 (771472)	In gross
Right of way	J, I, G, F, D, N and Q on DP 538946 and B and A on DP 507574 H and I on DP 507574 C on DP 507574	Lot 1 Deposited Plan 507574 (771472) Lot 3 Deposited Plan 507574 (771474) Lot 4 Deposited Plan 507574 (771474)	In gross
Right to drain sewage	H and I on DP 507574 C on DP 507574 A on DP 507574	Lot 3 Deposited Plan 507574 (771474) Lot 4 Deposited Plan 507574 (771474) Lot 1 Deposited Plan 507574 (771472)	In gross
Right to drain water	E, D, G, P, Q, N, S, F, O and I on DP 538946	Lot 1 Deposited Plan 507574 (771472)	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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

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

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

The provisions set out in the Annexure Schedule.

Annexure Schedule**Insert type of instrument**

Easement

Dated

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*Continue in additional Annexure Schedule, if required.***Continuation of "Easements or profits à prendre rights and powers (including terms, covenants, and conditions)"**

The following applies to all easements created by this Instrument:

1 INTERPRETATION AND DEFINITIONS1.1 (a) *Burdened Land* means the land described as such in Schedule A;(b) *Easement Area(s)* means those parts of the Burdened Land described in Schedule A;(c) *Easement Facility*:

- (i) in relation to the right to convey water means pipes, conduits, pumps, tanks, water purifying equipment, telemetry cabinets, manholes, meters, valves, surface boxes, other equipment suitable for that purpose and anything in replacement or substitution;
- (ii) in relation to the right of way means the surface of the land described as the Easement Area for the right of way plus construction and materials to develop this and includes any driveway or accessway;
- (iii) in relation to the right to drain sewage means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose and anything in replacement or substitution;
- (iv) in relation to the right to drain water means:
 - for I on DP 538946, an underground pipe and overland flow path;
 - for N and S on DP 538946, a re-aligned cut off drain, and for E and P on DP 538946 a modified open watercourse or drain known as Saxton Creek East and associated floodway and channel, in each case including open drains, rock timber or concrete protection work, culverts, pipes, conduits, pumps, tanks, water purifying equipment, manholes, valves, surface boxes;
 - for D, G and Q on DP 538946, an accessway to the true left bank of Saxton Creek East, which may be subject to overland flow associated with the floodway and channel, but must be maintained primarily as an accessway;
 - for F, O and I on DP 538946, a stormwater attenuation basin including wetland and bund,

and other equipment suitable for that purpose and anything in replacement or substitution;

(d) *Emergency* means situations that:

- (i) are as a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, serious fire, leakage or spillage of any dangerous gas or substance, infestation, failure of or disruption to an emergency service, leak, breakage or other loss of service associated with the Easement Facility; and

Annexure Schedule**Insert type of instrument**

Easement

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Continue in additional Annexure Schedule, if required.

- (ii) cause or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property;

(e) *Grantee* includes its successors and assigns;

(f) *Grantor* means the registered owner of the Burdened Land and includes, where the context permits, the Grantor's employees, contractors, lessees, licensees, agents and invitees;

(g) *Instrument* means this easement instrument;

(h) *Working Day* means any day of the week excluding Saturday, Sunday and public holidays as defined in the Holidays Act 2003; and

(i) *Working Hours* means the hours between 7.30am to 6.00pm on Working Days.

1.2 Words importing the singular shall include the plural and vice versa.

1.3 References to enactments include enactments passed in addition or substitution and any amendments made to such enactments.

2 RIGHTS AND POWERS

Right to convey water

2.1 The Grantor acknowledges that the right to convey water includes the right for the Grantee to drain, discharge and convey water, and other waste material and waste fluids that may be incidentally entrained in such water, through the Easement Facility on the Burdened Land.

Right of way

2.2 The rights of way over Areas J, I, G, F, D, N and Q on DP 538946 are limited to the right for the Grantee, in common with the Grantor and other persons to whom the Grantor may grant similar rights, to go over and along the Easement Facility only to access and carry out works to the stormwater drainage Easement Facilities and any stormwater drainage easement facilities of the Grantee on any adjacent land and, where necessary to facilitate access or works to those easement facilities, the legal road (when vested) adjacent to Area S on DP 538946.

2.3 The Grantee acknowledges and accepts the rights of way over the Easement Areas referred to in Clause 2.2 are the primary access areas for carrying out works to the stormwater drainage Easement Facilities, including to and along the true left bank of Saxton Creek East. Where secondary access to any such stormwater drainage Easement Facilities is necessary then the Grantor acknowledges and agrees that the area marked L on DP 538946 may be used by the Grantee strictly for the purposes of such secondary access.

2.4 In respect of the Easement Areas A, B, C, H and I on DP 507574, the right of way is, in addition to the purposes set out in clause 2.2, for the purpose of providing physical continuity of unhindered access for the Grantee and members of the public to, from and between legal road, the esplanade reserve being Lot 5 DP 507574, and/or the esplanade reserve being Lot 6 DP 507574, and to further provide the Grantee with access for the purposes of maintaining and repairing the right of way areas and such esplanade reserves.

2.5 The rights of way under this Instrument are otherwise not intended to be for the benefit of members of the public generally.

Annexure Schedule**Insert type of instrument**

Easement

Dated

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*Continue in additional Annexure Schedule, if required.****Right to drain sewage***

- 2.6 The Grantor acknowledges that the right to drain sewage includes the right for the Grantee to drain, discharge and convey sewage, groundwater and other waste material and waste fluids through the Easement Facility on the Burdened Land.

Right to drain water

- 2.7 The Grantor acknowledges that the right to drain water includes the right for the Grantee to drain, discharge and convey water (whether sourced from rain, springs, soakage, or seepage) at all times and in any quantity through the Easement Facility and over the Easement Area on the Burdened Land.
- 2.8 The Grantor and Grantee agree that the rights over F, O and I on DP 538946 created under this Instrument will only be required until such time as the Grantee has completed the Saxton Creek tributary upgrade to the sea under land use consents RM175439, RM185003 and RM185013 and a stormwater pipe connecting I on DP 538946 to Saxton Creek East has been laid across the Burdened Land to the satisfaction of the Grantee. At any time after the Saxton Creek tributary upgrade to the sea and connecting stormwater pipe is completed, the Grantor and the Grantee will (at the Grantor's cost) prepare, execute, release and submit for registration the instrument(s) required to surrender the rights to drain stormwater over F, O and I on DP 538946 created under this Instrument in full and to register a replacement easement over the connecting stormwater pipe and any associated overland flow path in favour of the Grantee.

3 GRANTOR'S OBLIGATIONS

- 3.1 The Grantor acknowledges that the Easement Facilities placed or to be placed in the Easement Area by or on behalf of the Grantee are owned by the Grantee. For the avoidance of doubt, all Easement Facilities already placed in the Easement Area shall vest in the Grantee as at the date of registration of this easement instrument. This clause shall not apply in relation to the surface of the ground of any over land flow path and the right of way.
- 3.2 From registration of this Instrument, the Grantor agrees not to place or allow to be placed any concrete, asphalt or other permanent material carriageway, pipe, cable, conduit, building, wall, fence, or other structure on, under or over the Easement Area without the prior written approval of the Grantee (which cannot be unreasonably withheld). Any such feature must be designed and constructed in accordance with the Nelson Tasman Land Development Manual 2019 or successor document and applicable legislation.
- 3.3 From registration of this Instrument, the Grantor agrees not to plant any vegetation, tree, shrub, hedge, crop, vine or other plant on, over or under the Easement Area which in the reasonable opinion of the Grantee is damaging or likely to damage or impede access to and use of the Easement Facility except with the Grantee's prior written approval (which cannot be unreasonably withheld). The Grantee may, at the cost of the Grantor, cut down, grub up and remove any such vegetation, tree, shrub, hedge, crop, vine or other plant.
- 3.4 Subject to clause 3.5 below, notwithstanding anything to the contrary express or implied in this Instrument, except with the prior written approval of the Grantee (which cannot be unreasonably withheld), grant to any other Person any easement in respect of the Easement Area (except as shown on the schedule or memorandum of easements to DP 507574, DP 538946 or any other LT or DP plan for a subdivision approved by Council).

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Continue in additional Annexure Schedule, if required.

3.5 Notwithstanding anything to the contrary express or implied in this Instrument, except with the prior written approval of the Grantee, the Grantor will not be entitled to:

- (a) use or have the benefit of the easement created under this Instrument or the Easement Facilities placed or to be placed in the Easement Area by or on behalf of the Grantee;
- (b) grant to any other Person any rights in respect of the Easement Facilities placed or to be placed in the Easement Area by or on behalf of the Grantee.

For the avoidance of doubt, use of any over land flow path and the right of way shall be non-exclusive. In this clause, "Person" includes any individual, a corporation sole, and any body of persons whether corporate or unincorporated.

4 GRANTEE'S RIGHTS AND OBLIGATIONS

Placement of Easement Facility

4.1 The Grantee has placed or may place the Easement Facilities in the Easement Areas. Without limiting this right:

- a) the surface of the land described as the Easement Area for the right of way may, if not already suitable for the Grantee's reasonable requirements, be formed or upgraded by the Grantee at the Grantee's cost; and
- b) any pipes may be gravity or pressure pipes.

4.2 The Grantee will place the Easement Facility under the Easement Area(s) except for:

- (a) manholes and surface boxes;
- (b) to the extent reasonably required to cross streams or other hazards above ground;
- (c) the right of way;
- (d) in an Emergency or where required temporarily for repairs, maintenance or removal;
- (e) the re-aligned cut off drain in S and N on DP 538946, Saxton Creek East on P and E on DP 538946, and associated landscaping and bank protection works; and
- (f) the stormwater attenuation basin including wetland and bund on F, O and I on DP 538946.

Access

4.3 Prior to entering the Burdened Land, the Grantee will:

- (a) give at least 5 Working Days' notice to the Grantor when carrying out routine maintenance of the Easement Facility;
- (b) give at least 24 hours' notice to the Grantor when carrying out minor repairs to the Easement Facility; and
- (c) advise the Grantor when repairing damage to the Easement Facility caused by an Emergency.

4.4 When exercising its rights on the Burdened Land, the Grantee will:

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Continue in additional Annexure Schedule, if required.

- (a) comply with any reasonable conditions of entry onto the Burdened Land imposed by the Grantor in relation to security or health or safety requirements provided that those conditions do not unreasonably delay the Grantee's entry onto the Burdened Land, require any payment or effectively defeat the Grantee's rights;
- (b) use reasonable endeavours not to do or allow anything to be done that may adversely interfere with the Grantor's day to day operations; and
- (c) must promptly make good any damage done to the Burdened Land and to any lawfully established building, structure, landscaping or other improvement located on the Burdened Land, that arises from the negligence, acts or omissions of the Grantee or its employees, contractors, agents or licensees, by restoring the same as nearly as possible to their former condition. Where damage is to roadway or footpath surfacing then, depending on the position and nature of the excavation or other damage, a full width reinstatement of the surface may be required by the Grantor. Where a full width reinstatement is required, then the length of the reinstatement will be not less than the width of the carriageway (or footpath) if so required by the Grantor. The Grantor acknowledges that colour matching of surface finishes may not be possible nor will replacement 'like for like' of any landscaping plantings or features.

4.5 In addition to the rights of entry implied by Schedule 5 of the Land Transfer Regulations 2018, the Grantee may enter upon the Burdened Land by any reasonable route with all reasonable tools, vehicles and equipment during Working Hours (or, subject to clause 4.3(c), at any time following an Emergency) for the purpose of accessing the works connected to the Easement Facility and for the purpose of inspecting, cutting down, grubbing up or removing any vegetation, tree, shrub, hedge, crop, vine or other plant under clause 3.3.

Damage

4.6 The Grantee is responsible for the repair and maintenance of the Easement Facility and for any associated costs so as to keep the Easement Facility in good order and prevent it from becoming a danger or nuisance. However:

- (a) where 1 or more grantees and the grantor share the use of a right of way Easement Area, then each of them is responsible, in proportions according to use, for the costs associated with repair and maintenance of the right of way Easement Facility;
- (b) the Grantee and the Grantor (being the registered owner of the Burdened Land from time to time) shall meet as required to discuss in good faith inspection and maintenance of any shared right of way Easement Area;
- (c) nothing in this instrument will release the Grantor from liability to pay rates set by the Grantee now or in the future; and
- (d) where any damage to any Easement Facility is caused by the negligence or acts or omissions of the Grantor, its employees, contractors, lessees, licences, agents or invitees, the Grantor must pay the cost of such work within 20 Working Days of receiving a tax invoice from the Grantee.

General

4.7 The Grantee may exercise and enjoy all rights, immunities from liability, powers and remedies to which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at common law without being limited or restricted by anything in this Instrument.

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Continue in additional Annexure Schedule, if required.

4.8	The Grantee will at all times comply with all relevant statutes, bylaws, regulations and other lawful requirements relating to this Instrument and the Easement Facility and with all licences, notices, orders, resource consents (as defined in the Resource Management Act 1991), building consents, requisitions, conditions or requirements which may be given or required by any authority.
5	DEFAULT
5.1	If any party (<i>Defaulting Party</i>) neglects to perform any obligation under this Instrument or refuses to join with the other party (<i>Non-Defaulting Party</i>) in performing any obligation under this Instrument, the following provisions will apply: (a) the Non-Defaulting Party may serve upon the Defaulting Party a written notice (<i>Default Notice</i>) requiring the Defaulting Party to perform or to join in performing such obligation and stating that, after the expiration of 15 Working Days from service of the Default Notice, the Non-Defaulting Party may perform such obligation; (b) if at the expiry of the Default Notice the Defaulting Party still neglects or refuses to perform or join in performing the obligations, the Non-Defaulting Party may: (i) perform such obligation; and (ii) for that purpose enter onto the Burdened Land and carry out any work, provided that to the extent that any work is required, the Non-Defaulting Party must ensure that such work is carried out by a qualified tradesperson in a good and workmanlike manner. (c) the Defaulting Party shall be liable to pay to the Non-Defaulting Party the costs of preparing and giving the Default Notice and the reasonable costs incurred by the Non-Defaulting Party in performing such obligation; and (d) the Non-Defaulting Party may recover from the Defaulting Party as a liquidated debt any money payable pursuant to this clause 5.
6	LAND TRANSFER REGULATIONS
6.1	Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the modifications in this Instrument, the modifications will prevail.

View Instrument Details



Instrument No 12122719.6
Status Registered
Date & Time Lodged 22 September 2021 17:43
Lodged By Muller, Stephanie Elizabeth
Instrument Type Easement Instrument



Affected Records of Title	Land District
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771472	Nelson
976918	Nelson
NL9B/1246	Nelson

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 Caveator under Caveat 12023325.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Mortgagee under Mortgage 10236444.5 has consented to this transaction and I hold that consent ☒

Mortgage 12074177.18 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Mortgage 12074177.19 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 06/10/2021 03:20 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Stephanie Elizabeth Muller as Grantee Representative on 07/10/2021 09:53 AM

*** End of Report ***

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

Nelson

Grantor*Surnames must be underlined.*

Raine Estate "Oaklands" Limited

Grantee*Surnames must be underlined.*

Summerset Villages (Richmond) Limited

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey, detain, drain, treat and manage water	"F", "O" and "I" on Deposited Plan 538946	Lot 1 Deposited Plan 507574 (771472)	Lot 2 Deposited Plan 507574 and Lot 300 DP 557605 (976918) and Lot 1 DP 14458 (NL9B/1246)
Right to drain water	"D", "E", "G", "P", "Q", "N" and "S" on Deposited Plan 538946	Lot 1 Deposited Plan 507574 (771472)	Lot 2 Deposited Plan 507574 and Lot 300 DP 557605 (976918) and Lot 1 DP 14458 (NL9B/1246)

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

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

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

The provisions set out in the Annexure Schedule.

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*Continue in additional Annexure Schedule, if required.***Continuation of "Easements or profits à prendre rights and powers (including terms, covenants, and conditions)"****1 Grantee's rights**

- 1.1 The Grantee has the right to build, construct, install, lay, remove, inspect, use, operate, repair, maintain, clean, renew, alter, replace, upgrade, add to and modify the Works or the Easement Facility or any part of the Works or the Easement Facility on the Easement Area.
- 1.2 The Grantee has the following rights and powers:
- (a) to convey, detain, drain, treat and manage Stormwater without obstruction and in any quantity through the Easement Facility, and pipelines, which now exist, or which may later be created or laid in, on, within through and under the Easement Area;
 - (b) to undertake all tests, inspections, investigations and surveys that are reasonably necessary for the Grantee to exercise its rights under this Easement Instrument;
 - (c) to enter and remain on the Easement Area and such other part of the Burdened Land as is reasonably necessary in the circumstances with or without vehicles, machinery or equipment for the purposes of exercising the Grantee's rights under this Easement Instrument;
 - (d) to install fences including a gate around the wetland located on the Easement Area on the Burdened Land in order to prevent stock entering the wetland and to inspect, use, repair, maintain, renew, alter, remove and modify the fences and gate at the cost of the Grantee to the extent that the Grantee reasonably considers necessary to exercise its rights under this Easement Instrument; and
 - (e) to clear and keep the Easement Area clear of trees, shrubs, vegetation, structures, soil, earth, gravel and stone, and to keep the Burdened Land clear of any structure or vegetation which is or is likely to be, in the reasonable opinion of the Grantee, a danger or hazard to the safety or operation of the Works or the Easement Facility.

2 Grantor's obligations

- 2.1 The Grantor will not, without the prior written consent of the Grantee (which will not be unreasonably withheld or delayed), do or allow the following to be done:
- (a) alter or disturb the grades and contours of the surface of the Easement Area from the grades and contours present at the completion of the Works except in the course of normal grazing operations (but subject to the restrictions set out in this Easement Instrument) or otherwise with the prior written consent of the Grantee on each occasion;
 - (b) erect any building or other structure on the Easement Area;
 - (c) plant any vegetation (excluding grass or other vegetation agreed to by the Grantor and the Grantee) on the Easement Area or next to the Easement Area with the effect that growth encroaches on the Easement Area;
 - (d) impede the Grantee's access over the Easement Area and any agreed access routes over the Burdened Land;

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Continue in additional Annexure Schedule, if required.

- (e) cause significant damage to the surface of the Easement Area or any agreed access routes and will reinstate, at the Grantor's expense, any significant damage caused by the Grantor to the surface of the Easement Area or any agreed access routes;
- (f) knowingly cause or permit flooding of the Easement Area; or
- (g) light any fires or burn vegetation or other plant material within the Easement Area.

2.2 The Grantor will mend any damage to fences caused by stock grazing on the Burdened Land.

3 Grantee's obligations

3.1 The Grantee will bear the costs of managing vegetation on the Easement Area including removing trees and other vegetation and controlling weeds to the requirements of any relevant statute, regulation, standard, code of practice or any competent authority (including district and regional councils) but will not be responsible for the cost of trimming or removing any vegetation which is planted by the Grantor on the Easement Area or next to the Easement Area in breach of this Easement Instrument.

3.2 The Grantee will bear all the costs of maintaining the Works and the Easement Facility apart from any additional costs resulting from the Grantor's breach of this Easement Instrument for which the Grantee can recover the costs under this Easement Instrument. Once the Works and the Easement Facility, or any part thereof, vest in Council ownership, then the Grantee's maintenance obligations in relation to all or the relevant part of the Easement Facility shall be discharged if the Grantee procures the Council to carry out the relevant maintenance.

3.3 The Grantee will upon request provide to the Grantor copies of the Grantee's plans indicating the agreed access routes over the Burdened Land used by the Grantee in accessing the Works and the Easement Facility.

3.4 The Grantee will give notice to the Grantor before exercising its rights under this Easement Instrument as follows:

- (a) before entering the Burdened Land to build, construct, install, lay, remove, repair, maintain, renew, alter, replace, upgrade, add to and modify the Works or Easement Facility, the Grantee will give the Grantor at least 10 Working Days' notice in writing;
- (b) before entering the Burdened Land to inspect, or clean the Works or Easement Facility, the Grantee will give the Grantor at least 5 Working Days' notice in writing; and
- (c) the notice will include the following information:
 - (i) the reason for access and the nature of the activities to be undertaken;
 - (ii) the intended location of such persons; and
 - (iii) the date and time such persons are to be on the Easement Area and/or Burdened Land.

3.5 In the case of emergencies (being where entry onto the Burdened Land is necessary in circumstances of probable danger to life or property), the Grantee may enter onto the Burdened Land without giving prior notice to the Grantor pursuant to clause 3.4 so long as:

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- (a) the Grantee uses its best endeavours to advise the Grantor of the entry before or upon entry, stating the reason for the entry, but any failure to do so will not prevent entry;
- (b) if advice is not given under clause 3.5(a), the Grantee gives notice of the entry to the Grantor within 5 Working Days following entry; and
- (c) the Grantee complies with all other relevant provisions (excluding clause 3.4) of this Easement Instrument.

4 Management and maintenance

- 4.1 The Grantee is responsible, at its cost, for inspecting and maintaining the Easement Facility, in a good and sufficient state of repair. This obligation extends to the Grantee ensuring the Easement Facility does not become a nuisance or an increased danger and complies with all applicable resource consents. Once the Works and the Easement Facility, or any part thereof, vest in Council ownership, then the Grantee's maintenance obligations in relation to all or part of the relevant part of the Easement Facility, shall be discharged if the Grantee procures the Council to carry out the relevant maintenance.
- 4.2 The Grantor will continue to manage and maintain the Easement Area subject to the Grantee's obligations in clause 4.1.

5 Grantor's grazing rights

- 5.1 Unless otherwise agreed, the Grantor may graze the Burdened Land (including over the Easement Area) but not over the fenced wetland located on the Easement Area marked "F", "O" and "I" on DP 538946 or over the cut off drain located on the Easement Area marked "N" and "S" on DP 538946 or channel located on the Easement Area marked "D", "E", "G", "P" and "Q" on DP 538946.

6 Breach of respective obligations

- 6.1 If the Grantor wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement Instrument, the Grantee will be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantee from the Grantor as a debt. Where the Grantee considers it reasonable in the circumstances, prior to remedying the breach, the Grantee will give notice of the breach to the Grantor and allow the Grantor a reasonable period to remedy the breach.
- 6.2 If the Grantee wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement Instrument, the Grantor will be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantor from the Grantee as a debt, provided that in no circumstances will the Grantor interfere with the Works in anyway whatsoever. Where the Grantor considers it reasonable in the circumstances, prior to remedying the breach, the Grantor will give notice of the breach to the Grantee and allow the Grantee a reasonable period to remedy the breach.

7 Health and safety

- 7.1 The Grantee will comply with all obligations imposed on the Grantee at law relating to the health and safety of people (including but not limited to the Health and Safety at Work Act 2015), and will be responsible for the health and safety of any person who enters on the Burdened Land at the request of the Grantee.

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- 7.2 The Grantor will comply with all obligations imposed on the Grantor at law as owner of the Burdened Land relating to the health and safety of people on the Burdened Land (including but not limited to the Health and Safety at Work Act 2015).
- 7.3 Each of the parties will, upon request, consult with the other party to allow that other party to meet their legal obligations under either clause 7.1 or clause 7.2.
- 8 Ownership**
- 8.1 The Works, Easement Facility and vehicles or any other property of the Grantee will not, for any reason, become the property of the Grantor.
- 9 Termination**
- 9.1 There is no power in this Easement Instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement Instrument or for any reason, it being the intention of the parties that the rights in this Easement Instrument will continue forever unless a surrender of this Easement Instrument is registered.
- 9.2 The Grantor and Grantee agree that the rights over "F" and "O" on DP 538946 created under this Easement Instrument will only be required until such time as Nelson City Council has completed the Saxton Creek tributary upgrade to the sea under land use consents RM175439, RM185003 and RM185013 and a stormwater pipe and overland flow path connecting "I" on DP 538946 to Saxton Creek East has been laid across the Burdened Land by the Grantee to the satisfaction of the Nelson City Council and the Grantee. At any time after the Saxton Creek tributary upgrade to the sea and connecting stormwater pipe is completed, the Grantor and the Grantee will (at the Grantee's cost) prepare, execute, release and submit for registration the instrument(s) required to surrender the rights over "F" and "O" on DP 538946 created under this Easement Instrument in full or in part (as applicable) and to register a replacement easement over the connecting stormwater pipe and overland flow path in favour of the Grantee and Nelson City Council.
- 10 Compliance with laws**
- 10.1 All parties will at all times comply with all relevant statutes, bylaws, regulations, codes of practice and other lawful requirements relating to this Easement Instrument, the Burdened Land, the Easement Facility and the Works which place an obligation on the relevant party and with all notices, orders, consents, conditions or requirements which may be validly given or required by any competent authority.
- 11 Dispute resolution**
- 11.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations contained within this Easement Instrument, the parties will enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they mutually agree upon. Any party may at any time serve a mediation notice on the other party(ies) requiring the dispute be referred to mediation. The mediation notice will set out the nature of the dispute. The parties will in good faith endeavour to agree upon a mediator within 5 Working Days of the date of service of the mediation notice. The mediator's costs are to be borne equally by the parties.
- 11.2 Any party may at any time before a mediation notice is served or, if a mediation notice is served under clause 11.1 and the dispute is not resolved within 20 Working Days of the date on which the

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mediation notice was served, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President or his or her nominee for the time being of the New Zealand Law Society will appoint an independent arbitrator. In the event that the President of the New Zealand Law Society fails or refuses to appoint an arbitrator, either party may request the High Court to make an appointment. The appointment decision of the President or his or her nominee for the time being of the New Zealand Law Society or the High Court may not be appealed.

11.3 The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

11.4 Nothing in this clause will preclude or prevent either the Grantor or Grantee from seeking urgent interlocutory relief.

12 Land Transfer Regulations

12.1 Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications will prevail.

13 Severability

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

14 Governing law

14.1 This Easement Instrument will be construed in accordance with New Zealand law.

15 No waiver

15.1 A waiver of any provision of this Easement Instrument will not be effective unless given in writing and then it will be effective only to the extent that it is expressly stated to be given.

15.2 A failure, delay or indulgence by any party in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right will not preclude further exercises of that power or right or the exercise of any other power or right.

16 Definitions

16.1 In this Easement Instrument unless the context requires otherwise:

- (a) *Burdened Land* means the land identified in Schedule A of this Easement Instrument;
- (b) *Easement Area* means those parts of the Burdened Land described in Schedule A of this Easement Instrument;
- (c) *Easement Facility* means:
 - (i) in respect of "D", "E", "G", "P" and "Q" on Deposited Plan 538946, the upgraded Saxton Creek East and associated floodway and channel including open drains and protection work;

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(ii) in respect of "N" and "S" on Deposited Plan 538946, the re-aligned cut off Stormwater drain, including open drains and protection work; and

(iii) in respect of "F", "O" and "I" on Deposited Plan 538946, the Stormwater attenuation basin, including wetland and bund; and

in each case includes culverts, pipes, drains, pumps, tanks, manholes, valves, surface boxes, water purifying equipment, and other drainage elements that the Grantee considers suitable for attenuating, conveying and treating Stormwater (whether above or under the ground) and anything in replacement or substitution;

(d) *Stormwater* includes rain, storm, spring, soakage or seepage water as well as water accumulated on other land and from any public road;

(e) *Working Day* means any day of the week excluding Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC day, the Sovereign's Birthday, Labour Day and the anniversary days commonly observed in Wellington and Nelson; and

(f) *Works* means the works required for the upgrade of Saxton Creek East and construction of associated floodway and channel, the Stormwater attenuation basin and/or the re-aligned cut off drain, including an earth bund, a controlled throttled pipe outlet to Saxton Creek and a fenced off wetland for stormwater treatment, re-aligning the cut off drain onto N and S on DP 538946, lowering the farm paddock on the north side of Saxton Creek East to increase flood capacity, upgrading the farm road culvert (where desired by the Grantee), clearing trees, planting trees and other landscaping, constructing new drains and such other works which the Grantee considers necessary or expedient in order to give full effect to the Grantee's rights arising under this Easement Instrument and to comply with the SPECIAL HOUSING AREA DEED between SUMMERSET VILLAGES (RICHMOND) LIMITED and NELSON CITY COUNCIL.

17 Interpretation

17.1 In this Easement Instrument, unless inconsistent with the context:

- (a) singular includes plural and vice versa;
- (b) references to "persons" includes references to companies, corporations, partnerships, joint ventures, associations, trusts, government departments or agencies and territorial local authorities;
- (c) references to the Grantor and Grantee include their subsidiary or related companies, their successors and assigns and, where appropriate, their employees, contractors, surveyors, engineers, invitees and inspectors;
- (d) references to statutes, regulations or other instruments are deemed to be references to the statute, regulation or instrument as from time to time amended or re-enacted or any substitute provisions and, in relation to any statute, any regulations or instruments made and in force under that statute;
- (e) headings in this instrument are inserted for convenience only and are to be ignored when determining the meaning of a clause; and

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(f) derivations of defined terms have similar meanings to the defined terms.

View Instrument Details



Instrument No 12274501.14
Status Registered
Date & Time Lodged 17 December 2021 14:09
Lodged By Muller, Stephanie Elizabeth
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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

1024229	Nelson
1024230	Nelson
1024231	Nelson
1024234	Nelson
1032878	Nelson
316727	Nelson
NL5B/814	Nelson

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Sian Rhiannon Holden as Covenantor Representative on 16/12/2021 04:19 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Stephanie Elizabeth Muller as Covenantee Representative on 13/12/2021 11:53 AM

*** End of Report ***

Covenant instrument to note land covenant**Section 116(1)(a) & (b), Land Transfer Act 2017****Land registration district**

Nelson

Covenantor*Surname(s) must be underlined.*

Raine Estate "Oaklands" Limited

Covenantee*Surname(s) must be underlined.*

Summerset Villages (Number 42) Limited and Summerset Villages (Richmond) Limited

Grant of covenant

The Covenantor, being the registered owner of the burdened land set out in Schedule A, **grants to the Covenantees** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of covenant	Shown (plan reference)	Burdened land (record of title)	Benefited land (record of title) <i>or</i> in gross
Land covenant restricting objections to the use of land	Not applicable	316727, NL5B/814, 1024234, 1024229, 1024230, 1024231, 1032878	In gross

**Covenant rights and powers
(including terms, covenants, and conditions)***Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

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

{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}

{the Annexure Schedule}.

Annexure Schedule**Insert type of instrument**

Covenant

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Covenant rights and powers (including terms, covenants, and conditions)"

The following applies to all covenants created by this instrument:

1 Interpretation**1.1 In this instrument:**

- (a) *Consent* includes any plan change, rule, designation, consent (including building consent or resource consent), licence, approval, permit or other authorisation, and includes any variation or renewal of any such authorisation;
- (b) *Covenantees' Land* means the land contained in records of title 1024232 and 1024233 and any adjacent or nearby land from time to time owned by either of the covenantees or any other related company of the covenantees;
- (c) *Future Development* means the future development of the Covenantees' Land, whether as a Retirement Village and/or as a residential development, infrastructure in support of either of those purposes or otherwise;
- (d) *Related Person* means any relative (as defined in the Companies Act 1993) of any covenantor and any body corporate of which any covenantor or any Relative is a director or officer or in which any covenantor or any Relative holds, directly or indirectly, more than 10% of the voting rights able to be exercised on a resolution of members of the body corporate;
- (e) *Retirement Village* means a retirement village including residential units, care centre and medical centre and/or hospital (if applicable) and other ancillary communal, administration, service and recreation amenities; and
- (f) *RMA* means the Resource Management Act 1991.

2 Covenant

- 2.1 The covenantor, for itself and its successors in title so as to bind the burdened land in perpetuity, covenants with the covenantees and their successors in title, on, and agrees to be bound by, the terms set out in this instrument.

3 Building and resource consents

- 3.1 The covenantor agrees that, if either of the covenantees request, it will promptly provide, and maintain in effect, written support for any application(s) by either of the covenantees for Consent(s) for the development, subdivision and/or use of the Covenantees' Land as a Retirement Village or other Future Development of the Covenantees' Land, from the covenantor, any Related Person, and any tenant or occupant of the burdened land.
- 3.2 The covenantor further agrees that it will take no action, including under the RMA or any other legislation or regulations, to oppose or otherwise hinder the development, subdivision and/or use of the Covenantees' Land as a Retirement Village or other Future Development of the Covenantees' Land and nor will the covenantor procure, fund or assist any such action by any third party (including any local authority or governmental body). Without limitation, the covenantor will not:

Annexure Schedule**Insert type of instrument**

Covenant

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

- (a) lodge a submission against or otherwise oppose any Consent application for, or related to, a Retirement Village or other Future Development of the Covenantees' Land by either of the covenantees, or appeal or become a party to an appeal against any decision on any such Consent application;
- (b) request or procure any plan change or variation in respect of the Covenantees' Land;
- (c) lodge any submission or any further submission on any district or regional plan or other instrument which may affect the development, subdivision and/or use of the Covenantees' Land as a Retirement Village or other Future Development of the Covenantees' Land;
- (d) take or initiate any enforcement action pursuant to the RMA against any acts or omissions of the covenantees; or
- (e) take any other steps which would or may hinder or interfere with the development, subdivision and/or use of the Covenantees' Land as a Retirement Village or other Future Development of the Covenantees' Land.

3.3 The covenantor will procure that no Related Person, and no tenant or occupant of the burdened land, takes or omits any action that would be a breach of this clause 3 if done by the covenantor.

4 General

4.1 The covenantor will not make any application or take any other action to surrender or remove this instrument from the record(s) of title to the burdened land without the prior written consent of the covenantees.

4.2 The covenantor acknowledges that the use of the burdened land and/or the Covenantees' Land, or land in the vicinity of the burdened land and/or the Covenantees' Land, may be subject to land use change over time, including through subdivision, changes to the provisions under the relevant district, regional or regional coastal plan made under the RMA or any replacement or successor legislation, and/or changes to the physical environment, and the covenantor agrees that this instrument is intended to subsist notwithstanding any such land use changes.

4.3 This instrument is binding on all transferees, tenants, lessees, mortgagees and chargeholders, and their respective successors in title and assigns, of any estate or interest in the burdened land.

4.4 If at any time this instrument, or any provision of this instrument, is or becomes invalid, void, illegal or unenforceable or is otherwise challenged or called into question in any respect, or this instrument is required to be removed from the record(s) of title to the burdened land for any reason, then:

- (a) that part or provision shall be severed from this instrument;
- (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this instrument; and
- (c) the parties shall enter into, execute and, where applicable, register against the record(s) of title to the burdened land such agreements or instruments reasonably required by the covenantees to give effect to the intent of this instrument as expressed in the words of this instrument.

4.5 If there is more than one covenantor, the liability of the covenantors is joint and several.

View Instrument Details



Instrument No 12274501.15
Status Registered
Date & Time Lodged 17 December 2021 14:09
Lodged By Muller, Stephanie Elizabeth
Instrument Type Easement Instrument



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

1024232	Nelson
1024233	Nelson
1024234	Nelson
1032878	Nelson
316727	Nelson
NL12C/400	Nelson
NL5B/814	Nelson

Annexure Schedule Contains 3 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Mortgage 354223.2 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Mortgage 10236444.4 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Mortgage 12096919.3 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Mortgage 12140154.1 does not affect the burdened land, therefore the consent of the Mortgagee is not required ☒

Mortgage 10236444.5 is being discharged/extinguished in a prior dealing or in the same dealing ☒

Signature

Signed by Stephanie Elizabeth Muller as Grantor Representative on 13/12/2021 12:44 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Sian Rhiannon Holden as Grantee Representative on 16/12/2021 04:19 PM

*** End of Report ***

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

Nelson

Grantor*Surnames must be underlined.*

Summerset Villages (Richmond) Limited in respect of record of title 1024232

Summerset Villages (Number 42) Limited in respect of record of title 1024233

Grantee*Surnames must be underlined.*

Raine Estate "Oaklands" Limited

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to emit noise from authorised farming activities, right to emit odour from authorised farming activities, and right to emit drift from agricultural herbicide sprays during authorised farming activities	All of the Burdened Land	Lots 4, 6 and 7 on DP 527984 being part of the land in Records of Title 1024232 and 1024233	1024234, 316727, NL12C/400, NL5B/814, 1032878

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

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

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

The provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

1

of

Pages

Continue in additional Annexure Schedule, if required.

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

Right to emit noise from authorised farming activities, right to emit odour from authorised farming activities, and right to emit drift from agricultural herbicide sprays during authorised farming activities:

1 Definition

1.1 In this easement the term "authorised farming activities" means all rural activities (but excluding commercial horticulture and pig farming), including use of fanning equipment, top dressing of fertiliser and the spraying for agricultural weeds and diseases together with any other activity permitted under the relevant District Plan for the time being in force and any activity permitted by any resource consent(s) of the owners or occupiers of the Benefited Land from time to time provided that such activity:

- (a) is of the type (and intensity) being undertaken on the Benefited Land as at 15 December 2020;
- (b) complies with the requirements of the district and/or regional plan and any regulatory consents and permits; and
- (c) complies with the requirements in this instrument including clauses 3.2, 3.4 and 3.5.

The term "authorised farming activities" shall also include any other activity ancillary to the activities already defined or necessary therefor.

2 Rights and Powers

2.1 Subject to clause 3, the owners or occupiers from time to time of the Benefited Land shall have the full, free, uninterrupted, and unrestricted right, liberty and privilege for themselves and their respective employees, tenants, agents, licensees, grantees from time to time to emit:

- (a) noise from authorised farming activities;
- (b) odour from authorised farming activities; and
- (c) drift from agricultural herbicide sprays during authorised farming activities;

and to allow such emanations to escape from the Benefited Land, pass over or settle on the Burdened Land in the course of the use of the Benefited Land for rural purposes with the intent that such aforementioned rights shall run with the Benefited Land and be forever appurtenant to the Benefited Land.

3 Terms, Conditions, Covenants, or Restrictions in Respect of the Above Easement

3.1 The owners or occupiers from time to time of the Burdened Land shall allow authorised farming activities to be carried out on the Benefited Land without interference or restraint.

3.2 All noise emitted from authorised farming activities shall not exceed the maximum level permitted in the relevant District Plan.

3.3 The owners or occupiers from time to time of the Burdened Land shall not:

- (a) make or lodge; nor

Annexure Schedule

Insert type of instrument

Easement

Dated

Page2of

Pages

Continue in additional Annexure Schedule, if required.

- (b) be party to; nor
- (c) finance nor contribute to the cost of;
- any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation or recommencement of the authorised farming activities by the owners or occupiers from time to time of the Benefited Land.

- 3.4 The owners or occupiers from time to time of the Benefited Land shall at all times undertake the authorised farming activities in accordance with good agricultural practices.
- 3.5 The owners or occupiers from time to time of the Benefited Land shall not at any time construct a silage pit or other facility which may emit an unacceptable odour or noise within 150 metres of the Burdened Land.

4 Defaults and Disputes

- 4.1 The same rights and powers as set out in clauses 13 and 14 of Schedule 5 to the Land Transfer Regulations 2018.

View Instrument Details



Instrument No 12274501.17
Status Registered
Date & Time Lodged 17 December 2021 14:09
Lodged By Muller, Stephanie Elizabeth
Instrument Type Easement Instrument



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

1024232	Nelson
1024233	Nelson
1024234	Nelson

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 ☒

Mortgage 10236444.5 is being discharged/extinguished in a prior dealing or in the same dealing ☒

Signature

Signed by Stephanie Elizabeth Muller as Grantor Representative for Summerset Villages (Richmond) Limited on 13/12/2021 12:47 PM

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 10236444.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative for Raine Estate "Oaklands" Limited on 16/12/2021 04:19 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Stephanie Elizabeth Muller as Grantee Representative on 13/12/2021 12:47 PM

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

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

Nelson

Grantor*Surnames must be underlined.*

Summerset Villages (Richmond) Limited in respect of Record of Title 1024232

Raine Estate "Oaklands" Limited in respect of Record of Title 1024234

Grantee*Surnames must be underlined.*

Summerset Villages (Richmond) Limited in respect of Record of Title 1024232

Summerset Villages (Number 42) Limited in respect of Record of Title 1024233

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, Right to convey water, electricity and telecommunications, Right to drain water and sewage	A and B on DP 527984	Lot 6 DP 527984 (part of Record of Title 1024232)	Lot 7 DP 527984 (part of Record of Title 1024233)
	BB on DP 527984	Lot 5 DP 527984 (part of Record of Title 1024232)	Lot 4 DP 527984 (part of Record of Title 1024232)
Right of way, Right to convey water, electricity and telecommunications, Right to drain water	H on DP 527984	Lot 4 DP 527984 (part of Record of Title 1024232)	Lot 5 DP 527984 (part of Record of Title 1024232)
Right to drain water	E, L, PP and QB on DP 527984	Lot 8 DP 527984 (part of Record of Title 1024234)	Lot 7 DP 527984 (part of Record of Title 1024233)

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

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

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

The provisions set out in the Annexure Schedule.

Annexure Schedule**Insert type of instrument**

Easement

Dated

Page

1

of

1

Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easements or profits à prendre rights and powers (including terms, covenants, and conditions)"**

All easements shall be subject to the following:

- 1 Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.

Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007, and the modifications in this Easement Instrument, the modifications in this Easement Instrument must prevail.
- 2 The Grantee acknowledges that the Grantor has entered into, and may in the future enter into, registered easements with third party grantees/users (*Third Party Easements*) over all or part of the easement areas on the burdened land pursuant to this Easement Instrument. When exercising its rights pursuant to this Easement Instrument, the Grantee agrees not to interfere with, restrict or impede the rights of such other grantees/users, their employees, contractors and agents, under the Third Party Easements.
- 3 If the Grantee damages or allows to be damaged any part of the easement facilities provided for under the Third Party Easements, then the cost of repairing the damage shall be borne by the Grantee. The Grantee shall obtain the consent of the grantee under the relevant Third Party Easement prior to carrying out any repair works, which shall not be unreasonably withheld or delayed. Where a full width reinstatement of a right of way surface is required, then the length of the reinstatement will be not less than the width of the carriageway (or footpath) if so required by the Grantor. The Grantor acknowledges that colour matching of surface finishes may not be possible.
- 4 The costs of maintenance and repair of any easement facilities under this Easement Instrument will be shared by the users of the facility in the same proportions as shall be fair and reasonable having regard to the use and benefit of the easement facility to the users.
- 5 Any maintenance, repair or replacement of the easement facilities under this Easement Instrument that is necessary because of any act or omission by the Grantor or Grantee must be carried out promptly by the Grantor or Grantee (as applicable) at the sole cost of the relevant party or in such proportion as related to the act or omission.

The balance of any maintenance, repair or replacement and associated costs will be dealt with in accordance with clause 4 above.
- 6 On completion of any work the surface of the land is to be restored as nearly as possible to its former condition.

(Approved by District Land Registrar, Nelson.)

(D)

24549

TE



Memorandum of TRANSFER.

I, GEORGE EDWARD CHARLES SAXTON of Stoke Farmer
being registered as the proprietor

1. Here state nature of the estate or interest.

of an estate in fee simple

2. District, county, or township.

subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in that piece of land situated in the

3. Here state the area, exclusive of roads intersecting the same, if any.

of District of Waimea East, containing Forty six acres three roods

4. Here state rights of way, privileges or easements, any, intended to be conveyed and, if the land to be dealt with contains all that is included in an existing grant or certificate of title or lease refer thereto for description of parcels and diagrams; otherwise set forth the boundaries in chains, links or feet and refer to the plan delineated on the margin or annexed to the instrument, or deposited in the Registry Office and refer also to the existing grant, certificate or lease.

be the same a little more or less being Lot 2 on a plan deposited in the Lands Registry Office at Nelson under Number 2035 and being part of Section 74, 96 and 97 on the plan of the said District and being part of the land comprised and described in Certificate of Title Volume 56 Folio 221 (Nelson Registry) IN CONSIDERATION of the sum of ~~One thousand~~ eight hundred and seventy pounds (£1870) paid to me by WALTER LUSTY and CECIL WALTER LUSTY both of Richmond Farmers (the receipt whereof I hereby acknowledge) do hereby transfer to the said Walter Lusty and Cecil Walter Lusty as tenants in common in equal shares all my estate and interest in the said piece of land TOGETHER with the full and free right and liberty and license to construct and make and thereafter for ever maintain a pipe line or water pipe one ----- inches in diameter from the dam constructed on other part of the said Section 97 the position of the said dam being shown on the plan drawn at the end hereof AND ALSO TOGETHER with the full and free right and liberty and license to construct and make and thereafter for ever maintain the said pipe line or water pipe beneath the surface of the said part Section 97 in a Southwesterly direction to the boundary of the said lands hereby transferred the position of such pipe line or water pipe when constructed being shown on the said plan and thereon marked with a red dotted line and to draw off and lead water from the said dam through the said pipe line or water pipe to the said lands hereby transferred AND for such purpose and from time to time and at all reasonable times to inspect alter renew cleanse and repair such pipe line or water pipe AND ALSO all such rights of entry and other rights and liberties in upon or over the said Part Section 97 along the line of the said pipe line or water pipe as may be reasonably necessary for or in connection with the



W.L.
B.W.L.

Consent etc. and with ad
of 1923
of 1923
C. Adam
District Land Registrar

6400
12.21.31

constructing laying altering renewing cleansing and repairing the said pipe line or water pipe AND IN CONSIDERATION of the premises the said Walter Lusty and Cecil Walter Lusty do and each of them doth hereby COVENANT for themselves and each of their respective executors administrators and assigns with the said George Edward Charles Saxton his executors administrators and assigns that they will do as little damage as possible in constructing laying inspecting altering renewing cleansing or repairing the said pipe line or water pipe and also will properly fill in all trenches or excavations which may be made by them in connection therewith in a good and workmanlike manner and leave the surface of the ground in as nearly as possible the same order and condition as before opening up the same AND that they will not waste the water to be drawn off and led from the said dam by the said pipe line or water pipe and will use their best efforts to conserve such supply and will equip and provide the said pipe line or water pipe or any other pipe line or lines to be led therefrom with good and efficient taps and ballcocks and will turn the same off in a good and efficient manner so as not to waste or diminish the supply of water to be conserved in the said dam. IN WITNESS whereof these presents have been executed this 11th day of

June One thousand nine hundred and thirty one.

SIGNED by the said GEORGE EDWARD)
CHARLES SAXTON in the presence of:)

G. E. C. Saxton.

W. Richardson
Solicitor Nelson.

SIGNED by the said WALTER LUSTY)
in the presence of:-)

Walter Lusty

W. G. Marley
Solicitor
Nelson

SIGNED by the said CECIL WALTER LUSTY)
in the presence of:-)

Cecil Walter Lusty.

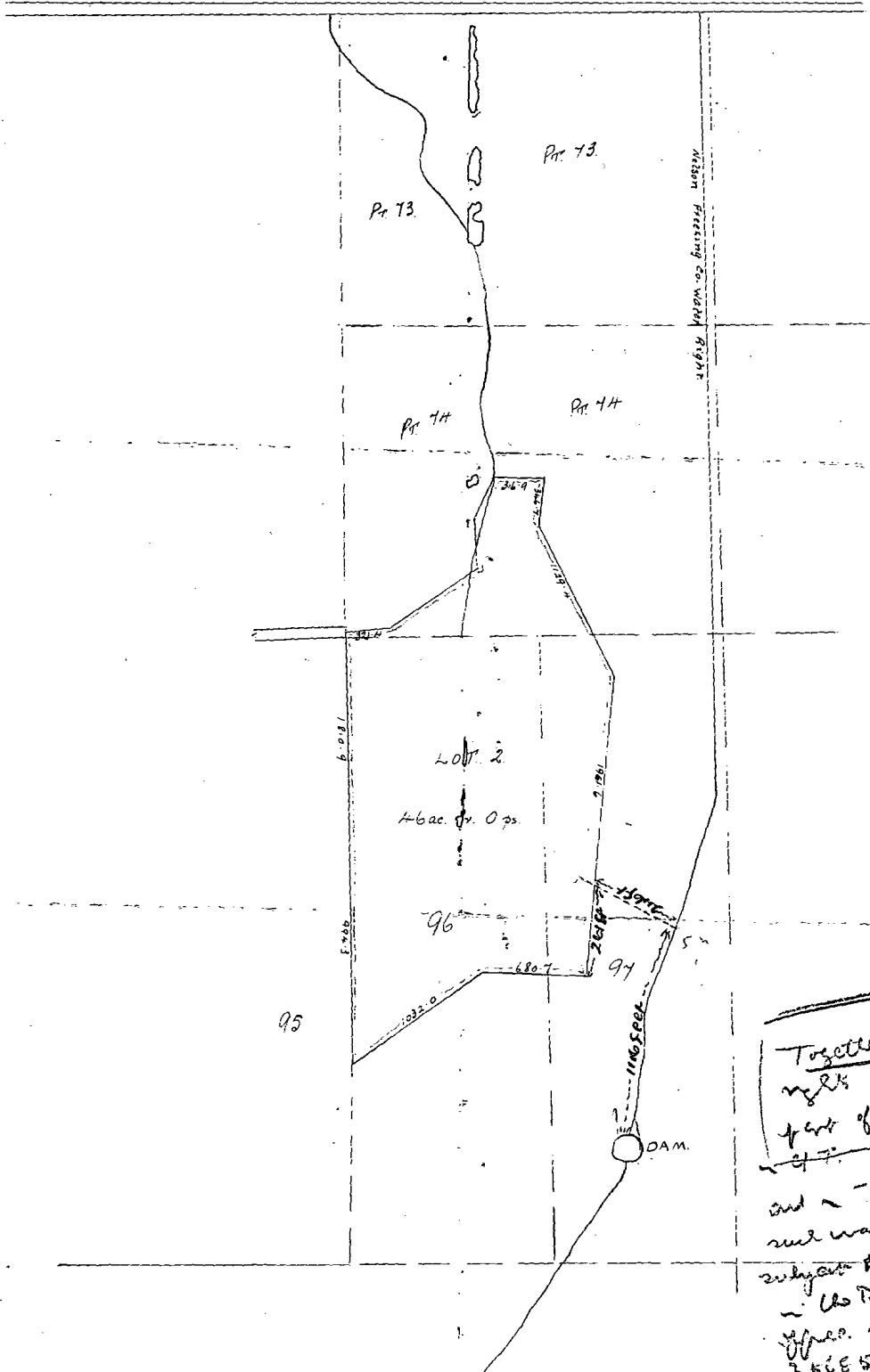
W. G. Marley
Solicitor
Nelson

Memorandum of Encumbrance
Grant of water right (to be subject to Grants registered & Co)
Registry Office under nos. 35685 & 35686 (recorded 37/382 - 37)

~~I consent hereto:~~

MEMORANDUM OF ENCUMBRANCE.

Outstanding Grants of Water Rights Nos. 35685 and 35686.



Together with water
rights over another
part of section 94
as well
and a 1/2 acre of water
and water rights by
subject to bank register
in the Record Register
Office. Small town.
35685-35686 (renew
37/352-37/356)

No. 24549

MEMORANDUM OF TRANSFER
of
Part Sections 74, 96 & 97

Correct for the purposes of the Land Transfer

situated in District of Waimea East.

[Signature]

Solicitors, Nelson.

GEORGE EDWARD CHARLES SAXTON Vendor.

WALTER LUSTY & ANOTHER Purchaser.

6/2 68/155

particulars entered in Register-Book Vol. 56

Folio 221, the 13th
day of June, 19 31, at 10.52
o'clock.

FELL & HARLEY,
SOLICITORS.
NELSON.

[Signature]
District Land Registrar.



*31
13.6.31
at 10.52
7.47*

197296.9 TE

MEMORANDUM OF TRANSFER

\$4.00

RICHARD GRENVILLE RAINE of Stoke Farmer

(hereinafter called the Transferor) being registered as proprietor

of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in ~~the Land District of~~

Block VII Waimea Survey District containing 363 square metres

more or less being part Lot 1 Deposited Plan 6053 shown on Deposited Plan 9956 being part Lot 1 thereon and being part of the land comprised in Certificate of Title Volume 171 folio 36 (Nelson Registry)

SUBJECT TO Fencing Provisos in Transfers 28222 and 77638

VALUE OF
ACCEPTED/PAID

\$4000

Commissioner of Inland Revenue

03MA79

1333 QTY #820 1000

NEW ZEALAND STAMP DUTY 10.1

RECEIVED

In consideration of the sum of ~~£~~ ten cents

paid to the Transferor by RICHARD CHARLES THOMAS RAINE of Stoke Farmer and BEATRICE GWENDOLINE MABEL RAINE his wife

(hereinafter called the Transferee) the receipt of which sum is hereby acknowledged the Transferor **HEREBY TRANSFERS** to the Transferee all the estate and interest of the Transferor in the land above described. to be held by the Transferees as tenants in common in equal shares TOGETHER WITH full free uninterrupted and unrestricted right liberty and privilege for the Transferee and their servants tenants agents workmen licensees and invitees (in common with the Transferor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that part of Lot 1 Deposited Plan 6053 comprised in Certificate of Title Volume 171 folio 36 (Nelson Registry) marked with the letter A on Deposited Plan 9956 TO THE INTENT that such Right of Way shall be forever hereafter appurtenant to ~~the land~~ ^{Lot 1 Deposited Plan 9956} ~~first above-described~~ but RESERVING NEVERTHELESS a similar full free uninterrupted and unrestricted right liberty and privilege for the Transferor his servants tenants agents workmen licensees and invitees (in common with the Transferee their tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that part of the land first above-described marked with the letter B on Deposited Plan 9956 TO THE INTENT that such right of way shall be forever hereafter appurtenant to the part Lot 1 Deposited Plan 6053 being the balance of the land comprised in Certificate of Title Volume 171 folio 36 PROVIDED ALWAYS that the cost of maintaining and keeping in good order repair and condition the surface of the land over which the said Rights of Way are respectively created shall be borne and paid by the registered proprietor or proprietors of such land in equal shares PROVIDED FURTHER that if the surface of the

said land shall become out of repair or be damaged through abnormal wear or use by any of the said parties for the time being entitled . . . to use the same and using the same and any of their his or her tenants servants workmen visitors and licensees then and in any such case the party or parties by whose action or by the action of whose tenants servants workmen visitors or licensees such damage or state of disrepair was occasioned shall be solely liable to repair and . . . restore such damage or repair the same.

In witness whereof these presents have been executed this 26th day of January 19 79
Signed by the above-named
RICHARD GRENVILLE RAINE
as Transferor

R. G. Raine

in the presence of

Barry Schubert
John

Signed by the above-named
RICHARD CHARLES THOMAS RAINE
and BEATRICE GWENDOLINE
MABEL RAINE as Transferee
in the presence of

Barry
Schubert
John

R. G. Raine
Richard C. T. Raine
G. Raine

R.G. Raine

Transferor

Carley
Solicitor for the Transferee.

I certify that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

R.C.T. & B.G.M. Raine Transferee

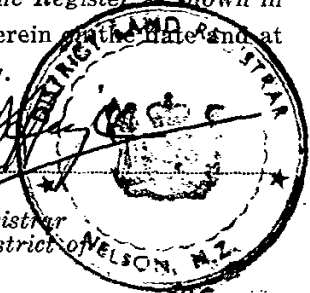
Solicitor for the Transferee.

TRANSFER

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

Shiff
~~Assistant~~
District

Land Registrar
of the District of NELSON, N.Z.



To the District Land Registrar
Nelson

Please issue a new Certificate of
Title for Lot 1 Deposited Plan
9956.

FELL & HARLEY

Per: *Carley*

Shiff The easements ^{created} ~~referred to herein which were created~~ will be
subject to section 37 (1) (a) of the Counties Amendment
Act 1961. *Shiff* A.L.R.

FELL & HARLEY
SOLICITORS
NELSON

JUL 12 12 20 PM '79

DISTRICT LAND REGISTRY
NELSON NO. 2

6 9 6 2 6 1



EASEMENT CERTIFICATE 397416.5

Nelson

Land Registry Office

(IMPORTANT — Registration of this certificate does not of itself create any of the easements specified herein.)

EC

I, **CLAIRMONT MARKETING (NELSON) LIMITED**, as registered proprietor of Lots on DP 19964, Raine Estate "OAKLANDS" LIMITED as Registered Proprietor of 8B/700, and RAINE PROPERTIES STOKE LIMITED as Registered Proprietor of 12C/400

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Nelson on the 15th day of May 2000 under No. 19964 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A' (continued herein)

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
13B/381	Right to drain water and sewage, convey water, transmit electricity and telephonic communications	Lot 5	A	Lots 2, 6, 9 & Part Lot 1 DP 6053 CT 8B/700, Lot 1 DP 19202 CT 12C/400.
13B/380		Lot 2	B	Lots 5, 6, 9 & Part Lot 1 DP 6053 CT 8B/700, Lot 1 DP 19202 CT 12C/400.
13B/382		Lot 6	C	Lots 2, 5, 9 & Part Lot 1 DP 6053 CT 8B/700, Lot 1 DP 19202 CT 12C/400.
13B/382		Lot 6	D	Lot 9

See inside

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

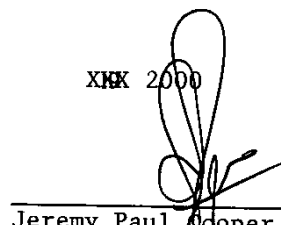
2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 14 day of

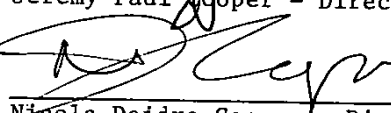
APRIL

2000

Signed by the above-named **CLAIRMONT MARKETING (NELSON) LIMITED** by its Directors in the presence of


Jeremy Paul Cooper - Director

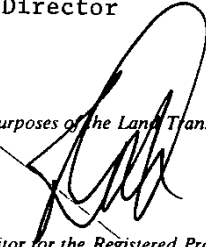
Witness:


Nicola Deidre Cooper - Director

Occupation:

Address:

Correct for the purposes of the Land Transfer Act


Solicitor for the Registered Proprietor

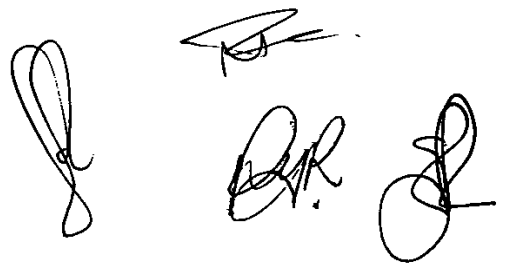
SCHEDULE 'B'

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

4. ~~Rights and Powers:~~

SCHEDULE 'A' (continued from Page 1)

CT Ref	Nature of Easement	Servient Tenement		Dominant Tenement Lot No
		Lot No	Identification of Part Subject to easement	
13B/383	Right to drain water and sewage, convey water, transmit electricity and telephonic communications	Lot 9	F, H	Lot 2 and Part Lot 1 DP 6053 CT 8B/700, Lot 1 DP 19202 CT 12C/400
13B/380		Lot 2	I	Lots 5, 6, 9 and Part Lot 1 DP 6053 CT 8B/700, Lot 1 DP 19202 CT 12C/400
13B/383		Lot 9	J	Lot 6
13B/381	Right of Way	Lot 5	A	Lots 6 & 9, 2
13B/380		Lot 2	B	Lots 6 & 9, 5
13B/382		Lot 6	C	Lots 2, 5 & 9
13B/380		Lot 2	I	Lots 5, 6 & 9



SCHEDULE B

RIGHTS & POWERS

In addition to and in substitution for those specified in the seventh schedule of the Land Transfer Act 1952.

A. Right to Transmit Electricity

The right to transmit electricity, ("the Electricity Easement") shall be on the following terms and conditions. The owner of the Dominant Tenement, the Energy Company or the Electricity Supply Authority and their employees, contractors, agents and authorised persons having business with them concerning the transmission or distribution of electricity and other signals, impulses and electronic data shall have the right:

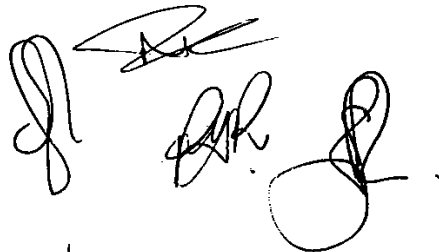
- a. To transmit and distribute electricity and other signals, impulses or electronic data through transformers, equipment, cables and wires installed on or in the Electricity Easement; and
- b. To install, maintain, inspect, repair, replace or add to electrical equipment on the said Electricity Easement (including lines, conduits, cables, terminal, supply points, transformers or any other equipment the owner of the Dominant Tenement considers necessary or desirable for the transmission and distribution of electricity and other signals, impulses or electronic data);

AND for the above purposes the owner of the Dominant Tenement and the Energy Company or Electricity Supply Authority, their employees, contractors, agents, or authorised persons having with them business concerning the transmission or distribution of electricity shall have the full and free right:

- a. To enter and re-enter on the land at such times as may be reasonable in the circumstances on foot or by reasonable mode of transport;
- b. To take on to the land all necessary tools, materials, machinery and equipment;
- c. To carry out on the electricity easement such works as are required for the exercise of the powers and rights hereby granted;

PROVIDED THAT on completion of any work by the Owner of the Dominant Tenement or Energy Company or Electricity Supply Authority pursuant to this Electricity Easement the Owner of the Dominant Tenement shall restore the surface of the land as nearly as possible to its former condition and replace the soil at the surface and turf (if any):

AND the following agreements, covenants, conditions and restrictions shall apply in respect of the electricity easement:

The block contains several handwritten signatures and initials in black ink. There are three distinct signatures: one at the top left, one in the middle, and one at the bottom right. The signatures are stylized and appear to be handwritten in cursive or a similar script.

- a. The owner of the Dominant Tenement will, in the exercise of the powers hereby granted, take reasonable and proper care not to damage any property of the owner of the Servient Tenement and to cause as little inconvenience and disruption to the owner of the Servient Tenement as is reasonably possible in the circumstances.
- b. The owner of the Servient Tenement shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure on the electricity easement which:
 - i. in the reasonable opinion of the owner of the Dominant Tenement and the Energy Company or Electrical Supply Authority may hamper the electricity easement; or
 - ii. endanger or cause nuisance to the electricity easement or persons working on the electricity easement in the course of their duty; or
 - iii. transgress any bylaw or any statutory regulation relating to the electricity works installation distribution equipment on the electricity easement.
- c. The owner of the Dominant Tenement shall be deemed to have and to be free to exercise in connection with the foregoing electricity easement all authority, power, rights and remedies vested by law with regard to the works and installation.
- d. The owner of the Dominant Tenement may exercise and enjoy all rights, amenities, liability, powers and remedies which that owner now or in the future may possess or be entitled to or have vested in that owner by virtue of any statute or at common law without being limited or restricted by anything in this grant of electricity easement.
- e. The owner of the Dominant Tenement may exercise all or any of the rights, privileges, liberties and licenses contained or implied herein together with or independently of any such as may be vested in the owner of the Dominant Tenement at common law or by statute.
- f. Any cost of such work and installations as the owner of the Dominant Tenement may require on the electricity easement shall be borne by the owner of the Dominant Tenement unless any such work and installations are for the mutual use and benefit of the owner of the Servient Tenement in which case the costs of such shall be borne by the owner of the Dominant Tenement and the owner of the Servient Tenement in such proportions as shall be fair and reasonable having regard to the use and benefit derived by each PROVIDED HOWEVER that if the Electricity Easement shall be damaged or fall into a state of disrepair because of the act or neglect of any particular owner then that owner shall be solely liable for the costs of repairing such damage or disrepair.

Three handwritten signatures in black ink are located at the bottom right of the page. The signatures are stylized and appear to be written in cursive or a similar fluid script. They are positioned to the right of the page number '1'.

B. Right to Transmit Telephone Communications

The right to transmit telephone communications as specified in Schedule A ("**the Telephone Easement**") shall be on the following terms and conditions. The owner of the Dominant Tenement shall have the right for all times hereafter for themselves, Telecom New Zealand Limited and any other telephonic communications provider, their engineers, surveyors, servants, agents, employees, workmen and contractors with or without vehicles and with materials, machinery and implements from time to time:

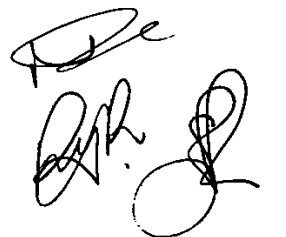
- a. to lay and maintain in and under the soil of the telephone easement or as the case may be erect, construct and maintain on, over and under the telephone easement, any telephonic communications, lines or works;
- b. to enter and remain upon the land at such times as may be reasonable in the circumstances for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering any telephonic communications, line, lines, or works on the telephone easement as the case may be and opening up the soil of the telephone easement and make any necessary cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the telephone easement as may be necessary to enable the Owner of the Dominant Tenement to receive the full free use and enjoyment of the rights and privileges granted under this telephone easement;
- c. to use the lines, or works for the purpose of telephonic communications without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration);

PROVIDED THAT on completion of any work by the Owner of the Dominant Tenement pursuant to this telephone easement the Owner of the Dominant Tenement shall restore the surface of the land as nearly as possible to its former condition and replace the soil at the surface and turf (if any);

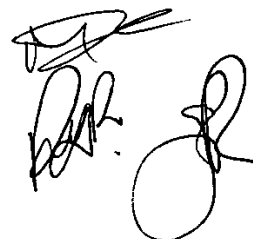
AND for the above purposes the Owner of the Dominant Tenement their employees, contractors or agents, Telecom, and any other telephonic communications provider and all persons having business with them concerning the transmission or distribution of telephonic communications shall have the full and free right:

- a. to enter and re-enter on the land at such times as may be reasonable in the circumstances on foot or by any reasonable mode of transport;
- b. to take on to the land all necessary tools, materials, machinery and equipment;
- c. to carry out on the telephone easement such works as are required for the exercise of the powers and authorities hereby granted;

AND the following agreements, covenants, conditions and restrictions shall apply in respect of **the telephone easement**:



- a. The owner of the Dominant Tenement will in exercise of the powers hereby granted take reasonable and proper care not to damage any property on the telephone easement and to cause as little inconvenience and disruption to the owner of the Servient Tenement as is reasonably possible in the circumstances.
- b. The owner of the Servient Tenement shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure whatsoever including fences on the telephone easement which:
 - i. in the opinion of the Owner of the Dominant Tenement or Telecom or other telephonic communications provider may hamper the telephone easement; or
 - ii. endanger or cause nuisance to the telephone easement or employees or persons working on the easement in the course of their duties; or
 - iii. transgress any bylaw or any statutory regulation relating to the telephone easement, telephonic communications, lines or works.
- c. The Owner of the Dominant Tenement shall be deemed to have and to be free to exercise in connection with the telephone easement all authority, power, rights and remedies vested in them by law with regard to the works and installations and the supply of power and the operations generally.
- d. The Owner of the Dominant Tenement may exercise and enjoy all rights, immunities from liability, powers and remedies which they now or in the future may possess or be entitled to or have vested in them by virtue of any statute or at common law without being limited or restricted by anything in this grant of telephone easement.
- e. The Owner of the Dominant Tenement may exercise all or any of the rights, privileges, liberties and licences contained or implied herein either together with or independently of any of such as may be vested in them at common law or by statute.
- f. The costs of work and installations required by the Owner of the Dominant Tenement in respect of the Telephone Easement shall be borne by the Owner of the Dominant Tenement and the owner of the Servient Tenement in such shares as may be fair and reasonable having regard to the use and benefit of the easement devised by such Owner PROVIDED HOWEVER that if the Telephone Easement shall be damaged or fall into a state of disrepair because of the act or neglect of any particular Owner, then that Owner shall be solely liable for the costs of repairing such damage or disrepair.



SCHEDULE C

Terms, conditions, covenants, or restrictions in respect of any of the above easements:

A. Right of Way

The costs of maintenance, repair and renewal of the right of way shall be borne by the parties for the time being entitled to use and actually using the same in such shares and proportions as may be fair and reasonable having regard to the use and benefit of the right of way derived by such parties PROVIDED HOWEVER that if the right of way shall reach a state of disrepair or be damaged through abnormal wear or use by any of the parties entitled to use and actually using the same or any of their servants, agents, tenants or persons having business with them then in any such case the party or parties by whose action or by the action of whose servants, agents, tenants or persons having business with them such damage or state of disrepair was occasioned shall be solely liable to repair and restore such damage.

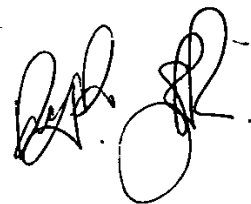
B. Right to Drain Water, Right to Drain Sewage, Right to Convey Water

All works carried out pursuant to these easements shall be carried out as expeditiously as possible and with as little disturbance to the surface of the relevant servient tenement as possible and immediately upon completion of any such work the surface of the relevant servient tenement shall be restored as nearly as possible to its original condition.

C. All Easements

If any dispute or difference arises in any way out of or in connection with the easements referred to herein then the parties agree to discuss the matter fully in the spirit of goodwill and co-operation with a view to reaching a resolution for the purposes of which either party may require the other to enter into mediation in the manner adopted by LEADR or any equivalent facility for alternative dispute resolution. If the parties cannot resolve the matter within 14 days of the matter being referred to a mediator then either party may require that the dispute or difference be referred to the arbitration of a single arbitrator on the following terms:-

- a. the arbitrator is to be jointly agreed upon by the parties;
- b. if the parties fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the president of the Nelson District Law Society to nominate an arbitrator and that nomination will then bind the parties;
- c. the reference is a reference to arbitration under the Arbitration Act 1996;
- d. the arbitration decision is final and binding and may include:
 - i. an order for costs;
 - ii. an order for enforcement;
 - iii. interest on moneys payable.



Continuation of "Attestation"

Raine Estate "Oaklands" Limited being the Registered Proprietor of Part Lot 1 DP 6053 CT 8B/700 consents to the registration of this Easement Certificate.

SIGNED by
RAINE ESTATE "OAKLANDS" LIMITED
by its Directors

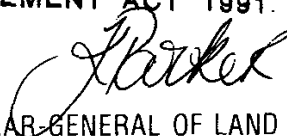
X _____
X _____
X _____
X _____
X _____

Raine Properties Stoke Limited being the Registered Proprietor of Lot 1 DP 19202 CT 12C/400 consents to the registration of this Easement Certificate.

SIGNED by
RAINE PROPERTIES STOKE LIMITED
by its Directors

X _____
X _____
X _____
X _____
X _____

THE WITHIN EASEMENTS WHEN
CREATED WILL BE SUBJECT TO
SECTION 243(a) RESOURCE
MANAGEMENT ACT 1991.


FOR REGISTRAR GENERAL OF LAND

Particulars entered in the Register at the date and at the
time recorded below.

*District Land Registrar
Assistant of the District of*

EASEMENT CERTIFICATE

PITT & MOORE
SOLICITORS
NELSON

THE CAXTON PRESS, CHRISTCHURCH

PARTICULARS ENTERED
LAND REGISTRY NELSON
FOR REGISTRAR - GENERAL

11.20 15.MAY00 3974165



View Instrument Details



Instrument No 10719551.6
Status Registered
Date & Time Lodged 15 March 2017 14:07
Lodged By Holden, Sian Rhiannon
Instrument Type Easement Instrument



Affected Computer Registers Land District

771473	Nelson
771472	Nelson
771474	Nelson
NL9B/1246	Nelson

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 9290901.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 10236444.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 22/03/2017 02:14 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Sian Rhiannon Holden as Grantee Representative on 22/03/2017 02:15 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**RAINE ESTATE "OAKLANDS" LIMITED****Grantee****RAINE ESTATE "OAKLANDS" 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) LT 507574	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewage and Right to Convey Electricity, Telecommunications and Computer Media	"A" and "B"	Lot 1 DP 507574 (CT 771472)	Lot 2 DP 507574 (CT 771473) and Lot 1 DP 14458 (CT NL9B/1246)
	"C"	Lot 4 DP 507574 (CT 771474)	Lot 1 DP 507574, Lot 4 DP 13154, Pt Lots 1 & 2 DP 6053 (CT 771472) Lot 2 DP 507574 (CT 771473) Lot 3 DP 507574 (CT 771474) Lot 1 DP 14458 (CT NL9B/1246)
	"D"	Lot 1 DP 14458 (CT NL9B/1246)	Lot 1 DP 507574, Lot 4 DP 13154, Pt Lots 1 & 2 DP 6053 (CT 771472) Lot 2 DP 507574 (CT 771473) Lots 3 & 4 DP 507574 (CT 771474)

Annexure Schedule

Page of Pages

Insert instrument type

Easement Instrument

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) LT 507574	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewage and Right to Convey Electricity, Telecommunications and Computer Media	"E" and "F"	Lot 1 DP 14458 (CT NL9B/1246)	Lot 1 DP 507574, Lot 4 DP 13154, Pt Lots 1 & 2 DP 6053 (CT 771472) Lot 2 DP 507574 (CT 771473)
	"G"	Lot 2 DP 507574 (CT 771473)	Lot 1 DP 507574, Lot 4 DP 13154, Pt Lots 1 & 2 DP 6053 (CT 771472) Lot 1 DP 14458 (CT NL9B/1246)
	"H"	Lot 3 DP 507574 (CT 771474)	Lot 1 DP 507574, Lot 4 DP 13154, Pt Lots 1 & 2 DP 6053 (CT 771472) Lot 2 DP 507574 (CT 771473) Lot 1 DP 14458 (CT NL9B/1246)
	"I"	Lot 3 DP 507574 (CT 771474)	Lot 1 DP 507574, Lot 4 DP 13154, Pt Lots 1 & 2 DP 6053 (CT 771472) Lot 2 DP 507574 (CT 771473) Lot 4 DP 507574 (CT 771474) Lot 1 DP 14458 (CT NL9B/1246)

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 _____]

Annexure Schedule 2

Easement Instrument

Dated

2017

Continue in additional Annexure Schedule, if required

All easements shall be subject to the following:

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail.

Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications in this Easement Instrument must prevail.
2. The costs of maintenance and repair of any easement facility will be shared by the users of the facility in the same proportions as shall be fair and reasonable having regard to the use and benefit of the easement facility to the users.
3. Any maintenance, repair or replacement of the easement facilities that is necessary because of any act or omission by the Grantor or Grantee must be carried out promptly by the Grantor or Grantee (as applicable) at the sole cost of the relevant party or in such proportion as related to the act or omission.

The balance of any maintenance, repair or replacement and associated costs will be dealt with in accordance with Clause 2 above.
4. On completion of any work the surface of the land is to be restored as nearly as possible to its former condition.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this panel.

View Instrument Details



Instrument No 9398550.1
Status Registered
Date & Time Lodged 16 May 2013 15:26
Lodged By Holden, Sian Rhiannon
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

NL8B/700

Nelson

Annexure Schedule: Contains 3 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 201045.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 16/05/2013 03:25 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Sian Rhiannon Holden as Grantee Representative on 16/05/2013 03:26 PM

*** End of Report ***

Easement instrument to grant easement

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

Grantor

RAINE ESTATE "OAKLANDS" LIMITED

Grantee

NETWORK TASMAN LIMITED

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee in gross the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose (Nature and extent) of Easement	Shown shown on LT Plan 464309	Servient Tenement	Dominant Tenement in gross
Right to convey electricity, telecommunications and computer media	"A"	Part Lot 1 DP 6053 comprised in C/T NL8B/700	In Gross

Easements rights and powers (including terms, covenants and conditions)

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 the provisions set out in Annexure Schedule

ANNEXURE SCHEDULE 2

The Grantee (together with its successors and assigns) has the right liberty and privilege now, and at any time hereafter in perpetuity, by way of easement in gross to erect use replace add to and maintain "Works" (as defined herein) on over or under that part/those parts of the land shown in Schedule A (the "Easement") and such other parts of the Land as are reasonably required for any necessary supporting structures forming part of the Works, together with the following:-

1. The full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee (together with its servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purposes) to enter upon such part of the Land and by such route as is reasonable in the circumstances, and to remain there for any reasonable time for the purpose of constructing, using, replacing, adding to and maintaining the Works, and to open up the soil of the Land to such extent as may be necessary or reasonable in that regard provided that as little disturbance as possible is caused to the surface of the Land and the surface is restored as nearly as possible to its original condition, and any other damage done by reason of such operations is repaired.
2. The right to convey electricity, telecommunications and computer media in an unimpeded flow through the Works.

AND THE GRANTOR(S) hereby agrees and covenants/agree and covenant (jointly and severally) with the Grantee as follows:-

- (1) That the Grantor(s) will not be entitled to any compensation from the Grantee (or its servants, agents or workmen) in respect of the grant effected by this easement instrument; and
- (2) That the Grantor(s) will not at any time hereafter (in perpetuity) place or erect or cause to be placed or erected on any parts of the Easement any buildings, paths, drives, walls, fences or other improvements, nor plant any trees, shrubs or other vegetation, without the written consent of the Grantee first had and obtained, and will not permit any such trees, shrubs or other vegetation to cause any interference with the Works;
- (3) All works on the Easement will at all times remain solely subject to the supervision and control of the Grantee and will at all times remain the property of the Grantee;
- (4) The Grantee may exercise and enjoy all rights, immunities from liability, powers and remedies to which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at common law without being limited or restricted by anything in this easement instrument.

AND THE GRANTOR(S) AND THE GRANTEE hereby agree and covenant that in the event of any dispute or difference arises between them in any way arising out of or in connection with this easement instrument, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:-

- a. The arbitrator is to be jointly agreed upon between the parties;
- b. If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the president of the Nelson Branch of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;
- c. The reference is a reference to single arbitration under the Arbitration Act 1996;
- d. The arbitrator's decision is final and binding and may include:
 - i. An order for costs;
 - ii. An order for enforcement;

iii. Interest on moneys payable.

The expression "Works" used in this easement instrument means any "electrical installation", "associated equipment", "existing works" and "works" all as defined in the Electricity Act 1992, and any installation, equipment, fittings and works of any nature in respect of the exercise by the Grantee of the rights granted by clause 2.

The rights and powers granted by this easement instrument are in addition to (and not in substitution for) the rights set out in Schedule 4 of the Land Transfer Regulations 2002, and such rights will be interpreted and applied mutatis mutandis.

Two handwritten signatures in black ink. The first signature is on the left, and the second signature is on the right, slightly lower than the first.

View Instrument Details



Instrument No 10738970.5
Status Registered
Date & Time Lodged 10 April 2017 16:16
Lodged By Christensen, Lana Marie
Instrument Type Easement Instrument



Affected Computer Registers Land District

771472	Nelson
771474	Nelson
NL9B/1246	Nelson
771473	Nelson

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 9290901.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 10236444.5 has consented to this transaction and I hold that consent ☒

Mortgage 10738970.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 10/04/2017 02:58 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Ranui Claire Calman as Grantee Representative on 10/04/2017 12:31 PM

*** End of Report ***

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

Grantor

Surname(s) must be underlined.

Raine Estate "Oaklands" Limited

Grantee

Surname(s) must be underlined.

Summerset Villages (Richmond) 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(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant		Lot 1 DP 14458 (NL9B/1246) Lot 1 DP 507574 (771472) Lot 3 DP 507574 and Lot 4 DP 507574 (771474)	Lot 2 DP 507574 (771473)

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.~~

The implied rights and powers are ~~varied/negated/added to or substituted by:~~

~~Memorandum number _____, registered under section 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 required. Continue in additional Annexure Schedule if required.

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

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

~~The Annexure Schedule.~~

Annexure Schedule

Insert type of instrument

Covenant	Dated	10 April 2017	Page	2	of	4	Pages
----------	-------	---------------	------	---	----	---	-------

Continue in additional Annexure Schedule, if required.

Continuation of "Land covenants"

1 DEFINITIONS AND INTERPRETATION

1.1 In this instrument:

- (a) *Competing Retirement Village* means a retirement village or other provider of aged care or health services which provides services to the elderly in competition with the Grantee including all or any of residential units, care centre and medical centre and/or hospital (if applicable), and other ancillary communal, administration service and recreation amenities. It does not include a medical centre which provides services to the general population;
- (b) *Grantor's Land* means the land shown as the servient tenement in Schedule A of this instrument and includes any further subdivision of this land;
- (c) *Grantee's Land* means the land described as the dominant tenement in Schedule A of this instrument;
- (d) *Retirement Village* means a retirement village including residential units, care centre and medical centre and/or hospital (if applicable), and other ancillary communal, administration service and recreation amenities;
- (e) *RMA* means the Resource Management Act 1991; and
- (f) *Working Day* means any day of the week other than:
 - (i) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - (ii) a day in the period commencing on 24th day December in any year and ending on the 5th day of January in the following year, both days inclusive; and
 - (iii) the days observed as the anniversary of Nelson and Wellington respectively.

1.2 In this instrument, unless inconsistent with the context:

- (a) references to *Grantor* and *Grantee* include their respective:
 - (i) subsidiary or related companies;
 - (ii) successors in title and assigns; and
 - (iii) employees, contractors, agents and invitees;
- (b) references to any statute include:
 - (i) the statute as from time to time amended or re-enacted;
 - (ii) any substitute statute; and
 - (iii) any regulations or instruments made under that statute;
- (c) headings in this instrument are to be ignored when determining the meaning of a clause; and
- (d) derivations of defined terms have similar meanings to the defined terms.

Annexure Schedule

Insert type of instrument

Covenant	Dated	10 April 2017	Page	3	of	4	Pages
----------	-------	---------------	------	---	----	---	-------

Continue in additional Annexure Schedule, if required.

2	COVENANTS
2.1	The Grantee intends to develop and operate a Retirement Village on the Grantee's Land.
2.2	The Grantor for itself and its successors in title to the Grantor's Land (or any part of it) covenants with the Grantee and its successors in title to the Grantee's Land (or any part of it) that it will not: (a) take any action under the RMA or any other legislation or regulations to oppose or otherwise hinder the development of the Grantee's Land as a Retirement Village and nor will the Grantor procure any such action by any third party (including any local authority or governmental body). Without limiting the above, the Grantor will not: (i) lodge a submission opposing any resource consent application for a Retirement Village by the Grantee; (ii) request or procure any plan change or variation in respect of the Grantee's Land; (iii) lodge any submission on any district or regional plan which may affect the development and use of the Grantee's Land as a Retirement Village; (iv) take or initiate any enforcement action pursuant to the RMA against any acts or omissions of the Grantee; or (v) take any other steps which would or may hinder or interfere with the development of a Retirement Village on the Grantee's Land provided however that activities complying with the permitted uses under the Rural 1 Zone and the vendor's farming operations as at the date of this instrument would not be deemed to be a breach of this provision; or (b) aid, abet, support, counsel or procure any person to exercise any of the actions restricted by clause 2.2(a).
2.3	The Grantor will provide written support for any application made by the Grantee for consents under the RMA for the development and/or subdivision of the Grantee's Land as a Retirement Village.
2.4	The Grantor for itself and its successors in title to the Grantor's Land (or any part of it) covenants with the Grantee and its successors in title to the Grantee's Land (or any part of it) that it will not to the fullest extent permitted by law: (a) use or permit to be developed on the Grantor's Land (or any part of it) any Competing Retirement Village for a period of 10 years from the date of this instrument; or (b) erect or permit any building or structure to be erected which forms part of a manufacturing plant on the Grantor's Land within 150 metres of the boundary of the Grantee's Land.
2.5	The Grantor agrees to include provisions materially identical to clauses 2.2, 2.3 and 2.4 in any lease, licence or other document granting possession of any part of the Grantor's Land to a third party.
2.6	Despite anything to the contrary in this instrument, the Grantor will comply at all times with clause 3(e) of the rural emanations easement between the Grantor and the Grantee dated on or about the date of this instrument.

Annexure Schedule

Insert type of instrument

Covenant	Dated	10 April 2017	Page	4	of	4	Pages
----------	-------	---------------	------	---	----	---	-------

Continue in additional Annexure Schedule, if required.

3	TERMINATION	
3.1		The covenants in this instrument will terminate on the date the Grantee gives written notice to the Grantor that the Grantor is released from its obligations to comply with the covenants in this instrument.
3.2		On termination, the Grantor will be entitled to a registrable surrender of this instrument.
4	LAND COVENANT BINDING ON OTHERS	
		This instrument will be binding on all transferees, lessees, mortgagees, chargeholders, and their respective successors in title and assigns of any estate or interest in the Grantor's Land.
5	DISPUTE RESOLUTION	
5.1		The parties, through their directors or nominees, as the case may be, will negotiate in good faith in an endeavour to resolve any question or difference which may arise between the parties under this instrument.
5.2		If the parties are unable to reach agreement under clause 5.1, either party may give the other a notice requiring that an attempt be made to resolve the dispute with the help of a mediator to be appointed jointly by them. If the parties do not agree on a mediator within seven (7) Working Days after the notice is given, the mediator is to be appointed by the president of the New Zealand Law Society. Each of the parties must co-operate fully with the mediator. Each of the parties must pay an equal share of the fees and expenses charged by the mediator.
5.3		If the mediation does not resolve the dispute within 20 Working Days, then either party may give the other notice requiring that the dispute be referred to arbitration. The arbitration will be conducted by a sole arbitrator in New Zealand pursuant to the Arbitration Act 1996 and the parties will be bound by the decision of the arbitrator.
6	GENERAL	
6.1		The Grantor and the Grantee agree to promptly sign and deliver all documents required to give full effect to this instrument according to its true intent.
6.2		If this instrument is found to be illegal, void, unenforceable or ineffective (in whole or in part) the Grantor will grant to the Grantee such other interest in land as is reasonably required to give effect to this instrument according to its true intent.
6.3		A waiver of any provision of this instrument will only be effective if given in writing and then it will be effective only to the extent that it is expressly stated to be given.
6.4		A failure, delay or indulgence by any party in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.
6.5		If any dispute arises between the parties concerning their rights and obligations under this instrument, the parties will first enter into negotiations to resolve the dispute themselves or through any dispute process on which they agree.

COMPENSATION CERTIFICATE

TO: The District Land Registrar
Land Transfer Office
NELSON

Pursuant to Section 19 of the Public Works Act 1981 THE WAIMEA COUNTY COUNCIL a body corporate under the provisions of the Local Government Act 1974 ~~Counties Act 1961~~ forwards you this Compensation Certificate to register against the Certificate of Title to all the land affected by it:

(a) The description of land affected by the Certificate:

an estate in fee simple in all that parcel of land containing 195.5648 hectares mor or less situated in Block VI Waimea Survey District being parts Lots 1 and part Lot 2 on D.P. 6053 and being all that land contained and described in Certificate of Title Volume 5B Folio 815 (Nelson Registry)

SUBJECT TO (1) Section 36 (4) and (5) Counties Amendment Act 1961;
(2) together with part - Transfer 197296.9 (Subject to Section 37(1)(a) Counties Amendment Act 1961);
(3) Transfer 24549;
(4) Fencing Provisions in Transfers 28222 and 77638;
(5) Conveyance 35685 and Conveyance 35686;
(6) Transfer 197296.9 (Subject to Section 37(1)(a) Counties Amendment Act 1961);
(7) Mortgage 95554;
(8) Mortgage 77640;
(9) Mortgage 138916;
(10) Mortgage 160949.2;
(11) Mortgage 185842.1;
(12) Mortgage 201045.1;

(hereinafter called "the said land")

(b) Brief particulars of the Agreement:

An agreement bearing date the 23rd day of November 1981 between the Waimea County Council and RICHARD G. RAINE providing that Richard G. Raine agrees to the Waimea County Council entering upon the said land for the purpose of installing and maintaining a water supply pipe line reservoir and pump station with the amount of compensation (if any) being agreed upon or assessed in accordance with the provisions of the Public Works Act 1928. Richard G. Raine also agreed to the land required (if any) for the water supply pipe line reservoir and pump station being taken by proclamation and vested in the Waimea County

Council and the Waimea County Council shall bear all legal and survey costs

(hereinafter the agreement being called "the said agreement")

- (c) The name and address (if any) mentioned in the said agreement of each person other than the Minister of Works & Development or Waimea County Council who is a party to the said agreement:

Richard G. Raine
Suffolk Road
STOKE

- (d) (i) The place where the said agreement may be inspected:

Offices of the Waimea County Council, 189 Queen Street, Richmond

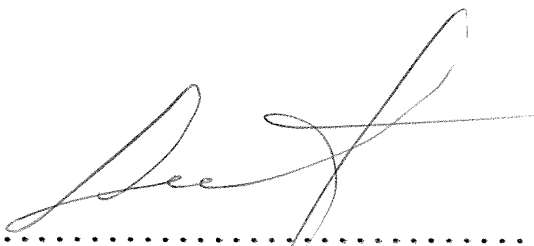
- (ii) The hours during which a copy of the said agreement may be inspected:

9 a.m. to 4.30 p.m. on all usual workdays other than Saturdays, Sundays and Public Holidays

- (iii) A reference by which the said agreement may be identified:

File W2/5/1/2

This Compensation Certificate)
is signed for and on behalf of)
THE WAIMEA COUNTY COUNCIL by)
the Principal Administrative)
Officer)


.....
Principal Administrative Officer

DATED at Nelson this 2nd day of July 1982.

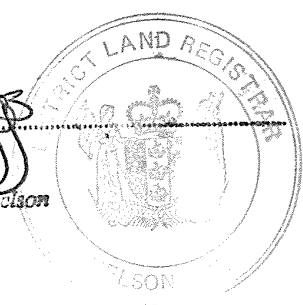


the same and
the date of being

any other
time of

Particulars entered in the Register and ~~Mortgage~~ as
shown in the Schedule of Land herein on the date and
at the time specified below.

are Miff
Assistant Land Registrar
of the District of Nelson



JUL 20 9 28 AM '82

DISTRICT LAND REGISTRY
NELSON NO. 2

224733

COMPENSATION CERTIFICATE

To: The District Land Registrar
Land Transfer Office
NELSON

CC 234596.1 Compensation

Cpy - 01/01, Pgs - 003, 22/05/03, 14:59



Pursuant to Section 19 of the Public Works Act 1981 THE WAIMEA COUNTY COUNCIL a body corporate under the provisions of the Local Government Act 1974 forwards you this Compensation Certificate to register against the Certificate of Title to all the land affected by it:

- (a) The description of land affected by the Certificate:
An estate in fee simple in all that parcel of land containing 141.7541 hectares more or less situated in Block VII Waimea Survey District being part Lot 1 Deposited Plan 8823 and being all that land contained and described in Certificate of Title No. 4C/617 (Nelson Registry) (hereinafter called "the said land") 8 B/698
- (b) Brief particulars of the Agreement: (A) 700, 2701
An agreement between the Waimea County Council and GLYN BULMER RAINE of Stoke Farmer allowing the Waimea County Council to temporarily occupy the said land for the purpose of installing and maintaining a water supply reservoir and pipeline and providing that the amount of compensation (if any) to be paid for any land taken for such work shall be agreed upon or accessed in accordance with the provisions of the Public Works Act 1981 (hereinafter the agreement being called "the said agreement")
- (c) The name and address (if any) mentioned in the said agreement of each person other than the Minister of Works & Development or Waimea County Council who is a party to the said agreement:
GLYN BULMER RAINE
Champion Road
Richmond
- (d) (i) The place where the said agreement may be inspected:
Offices of the Waimea County Council, 189 Queen Street, Richmond

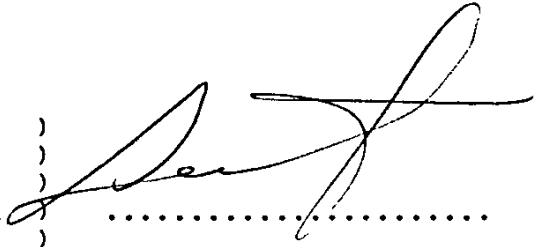
- (ii) the hours during which a copy of the said agreement may be inspected:

9 a.m. to 4.30 p.m. on all usual workdays other than Saturdays, Sundays and Public Holidays

- (iii) A reference by which the said agreement may be identified:

File W2/5/1/2

This Compensation Certificate)
is signed for and on behalf of)
THE WAIMEA COUNTY COUNCIL)
by the Principal Administration)
Officer)



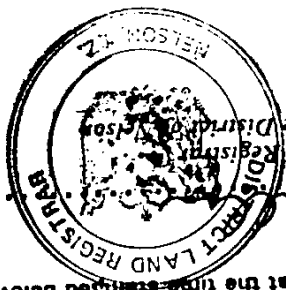
DATED at Richmond this 25th day of August 1983.

234596.1

DISTRICT REGISTRY
NELSON NO. 2

NETSON
Solicitors
Bell & Harley

SEP 5 12 06 PM '83



Particulars entered in the Register as shown herein
on the date and at the time stamped below.

COMPENSATION CERTIFICATE

GLYN BULMER PAINE

- and -

WAIMEA COUNTY COUNCIL

A.L.R.

Mell

279147.1 Discharge as to the Land in CT 8B/698
only - 15.6.1988 at 9.40 o'clock.

1983

DATED