

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

CANTERBURY



EI 6672240.13 Easement

Cpy - 01/01, Pgs - 006.26/01/08.11:59



DocID: 211593261

Grantor

Surname(s) mus

NZ FOREST ESTABLISHMENT LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

NZ FOREST ESTABLISHMENT LIMITED

Grant* of easement or profit à prendre or creation or 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).~~

Dated this 13 day of October 2005

Attestation

	Signed in my presence by the Grantor
	<hr/> <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name W. I. Dean Occupation Solicitor Address Oamaru
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee
	<hr/> <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name W. I. Dean Occupation Solicitor Address Oamaru
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated 13 October 2005

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restriction on Building materials		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 DP 358002 (236169, 236170, 236171, 236172, 236173, 236174, 236175, 236176, 236177, 236178, 236179, 236180, 236181) Continued on annexure schedule	Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 DP 358002 (236169, 236170, 236171, 236172, 236173, 236174, 236175, 236176, 236177, 236178, 236179, 236180, 236181)

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 Ninth Schedule of the Property Law Act 1952.~~

~~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 Annexure Schedule 2].~~

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]~~

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 13 October 2005

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(Continue in additional Annexure Schedule, if required.)

Continuation of Annexure Schedule A

Purpose	Shown	Servient Tenement	Dominant Tenement
Restriction on relocated or temporary housing		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 DP 358002 (236169, 236170, 236171, 236172, 236173, 236174, 236175, 236176, 236177, 236178, 236179, 236180, 236181)	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 DP 358002 (236169, 236170, 236171, 236172, 236173, 236174, 236175, 236176, 236177, 236178, 236179, 236180, 236181)
Restriction on fencing		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 DP 358002 (236169, 236170, 236171, 236172, 236173, 236174, 236175, 236176, 236177, 236178, 236179, 236180, 236181)	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 DP 358002 (236169, 236170, 236171, 236172, 236173, 236174, 236175, 236176, 236177, 236178, 236179, 236180, 236181)

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 box.

Annexure Schedule



Insert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Covenant

Dated

13 October 2005

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pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

1. Covenants to Bind the Land

1.1 The covenants by which the Grantor binds itself will run with the respective servient lots for the benefit of the respective dominant lots.

2. Restriction on Building Materials

2.1 The restrictions in this section shall apply to those servient tenements identified in Schedule A as being subject to a restriction on building materials.

2.2 The covenants in this section are for the benefit of the dominant tenements identified in Schedule A as having the benefit of the restrictions on building materials.

2.3 The Grantor shall not use, permit or suffer to be used in any building on the property second hand materials, fibrelite or hardiplank for outer wall facings (including gables) for any building on the property nor use, permit or suffer to be used any building material other than natural stone, timber, blocks, splitstone, plaster finish or rockcote for any outer wall facings without first obtaining written permission of the developer, NZ Forest Establishment Limited.

3. Restriction on Relocatable or Temporary Dwellings or Buildings

3.1 The restrictions in this section shall apply to those servient tenements identified in Schedule A as being subject to a restriction on relocated dwellings and buildings.

3.2 The covenants in this section are for the benefit of the dominant tenements identified in Schedule A as having the benefit of the restrictions on relocated or temporary dwellings or buildings.

3.3 The Grantor from time to time shall not place or build on the land or cause or allow to be placed or built on the land:

- (a) any relocatable (unless such relocatable dwelling house or building is new and the plans for same (including site plans) and specifications for the same have first been submitted to and have been approved in writing, by NZ Forest Establishment Limited or Nominee to ensure
Continued on Annexure Schedule 2...

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 box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Covenant

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(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2 (Continued)

that aesthetic standards are maintained. Such approval is at the sole discretion of NZ Forest Establishment Limited); or

- (b) temporary dwelling or building or part of a dwelling or building relocated or temporary structure from any other land. For the purpose of this section, a dwelling or building shall include any structure, dwelling, garage, shed, caravan, hut, shipping container or any other ancillary building for any kind of permanent or temporary residential use other than:
 - (i) a shed temporarily located on the site for the use by the Grantor or the Grantor's servants, agents or contractors solely for the purpose of use during the course of construction of any other building on the land.
 - (ii) a caravan other than for residential purposes, provided such caravan is kept under cover.

4. Restriction on Fencing

- 4.1 The restrictions in this section shall apply to those servient tenements identified in Schedule A as being subject to a restriction on fencing.
- 4.2 The covenants in this section are for the benefit of the dominant tenements identified in Schedule A as having the benefit of this restriction on fencing.
- 4.3 The Grantor must erect on the land a fence using fencing materials of timber or post and wire type of fence, specifically excluding corrugated iron or any lower grade roofing materials more commonly used in industrial or commercial buildings or properties.
- 4.4 The Grantor shall be bound by a fencing covenant as defined in Section 2 of the *Fencing Act 1978* in favour of the Grantee.

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 box.