



Instrument No. 8968743.15
 Status Registered
 Date & Time Lodged 01 Feb 2012 08:40
 Lodged By Flawn, Corinna May
 Instrument Type Easement Instrument

**Affected Computer Registers Land District**

567750	Otago
567744	Otago
567752	Otago

Annexure Schedule: Contains 10 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 8968743.7 has consented to this transaction and I hold that consent

Mortgage 5871423.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Mortgage 7871182.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Mortgage 7950791.3 is being discharged/extinguished in a prior dealing or in the same dealing

Signature

Signed by David Joseph Ehlers as Grantor Representative on 31/01/2012 05:56 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 Gareth Dean Foley as Grantee Representative on 30/01/2012 03:24 PM

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

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Person giving consent <i>Sumame must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
<u>HEARTLAND BUILDING SOCIETY</u>	Mortgagee under Mortgage No.7950791.3

Consent

*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*

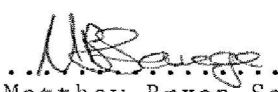
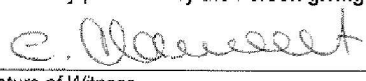

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

The depositing of Digital Title Plan LT443395, including all easements and covenants specified or required in connection herewith, and the vesting of Lot 40 in the Queenstown Lakes District Council for Local Purpose Reserve and Lot 100 in the Queenstown Lakes District Council for the purpose of roading, but without prejudice to the rights of the mortgagee under mortgage 7950791.3.

Dated this 2nd day of November 2011

Attestation

 Matthew Bryan Savage Authorised Signatory	Signed in my presence by the Person giving consent  _____ Signature of Witness
	<i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Elisabeth Hanell Occupation Christchurch Address
 Kirsty Louise McClung Authorised Signatory	
Signature [Common seal] of Person giving consent	

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Form B

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

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

Grantor

The Roman Catholic Bishop of the Diocese of Dunedin

Grantee

Crescent Investments Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Applies to all of the servient tenement	Lot 47 DP 443395 CT 567750	Lot 9 DP 443395 CT 567744 Lot 38 DP 443395 CT 567752

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~~ ~~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 _____]~~

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

Form L

Covenants	Dated	Page	1	of	6	pages
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Continue in additional Annexure Schedule, if required

Background

The Grantor is developing the land comprising the Servient Tenement and the Dominant Tenement as part of Kirimoko Park.

The Grantor and the Society intend that the Servient Tenement be subject to a general scheme applicable to and for the benefit of the land in Kirimoko Park to ensure that Kirimoko Park is developed and administered in a co-ordinated and harmonious manner and to conserve and enhance the character, value and amenity values of Kirimoko Park ("the Scheme").

The Society has been established to provide for and administer the Scheme for the benefit of Kirimoko Park as implemented through the Society's Rules.

The Grantor and the Society intend that this Instrument shall be and remain registered against the titles to the land in Kirimoko Park and to give effect to the Scheme so that owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument and that owners and occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise.

The obligations and covenants of the Grantor under this Instrument are for the benefit of the Grantee and also for the benefit of the Society (in accordance with the Contracts Privity Act 1982).

1. Interpretation

1.1. In this Instrument unless the context otherwise requires:

- "Council" means the Queenstown Lakes District Council or its successor.
- "Covenants" means the covenants set out in this Instrument.
- "Kirimoko Design Code" means the Kirimoko Design Code established and adopted by the Society. The Kirimoko Design Code incorporates The Low Impact Design Stormwater System Maintenance Manual.
- "Kirimoko Park" means the proposed subdivision of the Land
- "Land" means that formerly contained in Lot 1 Deposited Plan 347876 held in computer freehold register 196498, Lot 2 Deposited Plan 301928 computer freehold register 7786 and Lot 12 Deposited Plan 300734 computer freehold register 3657.

Annexure Schedule

Form L

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Continue in additional Annexure Schedule, if required

- "Member" means a member of the Society and includes Commercial and Residential Members as defined in the Society's Rules.
 - "Ground Level" means the surface of the ground prior to any earthworks on the site, except that where the surface of the ground has been altered through earthworks carried out as part of a subdivision under the Resource Management Act 1991 or Local Government Act 1974 "ground level means the finished surface of the ground following the completion of works associated with the most recently completed subdivision.
 - "completed subdivision" means a subdivision in respect of which a certificate pursuant to section 224(c) of the Resource Management Act 1991 or a completion certificate under the Local Government Act 1974 has been issued.
 - "earthworks carried out as part of the subdivision" does not include earthworks that are authorised under any land use consent for earthworks, separate fro earthworks approved as part of a subdivision consent.
 - "Plan of Subdivision" means the plan intended to be deposited under no. 443395 for part of the land known as Kirimoko Park.
 - "Society" means The Kirimoko Park Residents' Association Incorporated.
 - "Society's Rules" mean the rules of the Society.
 - "Subdivision" means the meaning given to it under the Resource Management Act 1991
2. **No further subdivision**
- 2.1. The Grantor shall not further subdivide the servient tenement, expect where:
- (a) The subdivision is for a minor boundary adjustment; and
 - (b) The subdivision does not create any additional, separately saleable residential lots; and
 - (c) Written approval to the subdivision is obtained from the Society.
3. **Landscape and Vegetation**
- 3.1. The Grantor shall before undertaking any development on the servient tenement prepare a landscape plan and obtain the consent of the Society to such landscape plan.
- 3.2. The Grantor shall comply in all respects with the provisions of any landscape plan consented to by the Society or implemented in respect of the servient tenement and shall not alter, amend or abandon the said landscape plan without first seeking and obtaining the consent of the Society. The Grantor shall maintain and suitably irrigate all plantings on the servient tenement.

Annexure Schedule

Form L

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Continue in additional Annexure Schedule, if required

3.3.	In the event that a plant or tree on the servient tenement, which forms part of the structural landscaping carried out as part of Kirimoko Park or a landscape plan approved and implemented under clauses 3.1 and 3.2 above, becomes diseased or dies the Grantor shall forthwith replace it with another plant or tree of that species or an alternative species approved by the Society.
3.4.	The Grantor shall in a good and workmanlike manner and to the satisfaction of the Society repair, restore and replant (as the case may be) any damage done to roads, driveways, vehicle crossings, fencing, structures, Buildings, plantings, vegetation, services, infrastructure or any other asset caused either on the servient tenement or within Kirimoko Park during construction on the servient tenement. Any such repairs, restoration or replanting shall occur within the next available Building or planting season (as the case may be).
4.	Boundary Fence
4.1	Notwithstanding any provisions within the Fencing Act 1978 (or any subsequent replacement legislation) the Grantor shall obtain the written consent of the Society to erect any: <ul style="list-style-type: none"> (a) Continuous boundary fence that does not comply with the Kirimoko Design Code; and/or (b) Any boundary fence or screen that exceeds 1.2 metres above Ground Level.
5.	Overhead Wires
5.1.	The Grantor shall not install any overhead wire or cable on the servient tenement.
6.	Low Impact Design Stormwater System
6.1	Care and Maintenance <ul style="list-style-type: none"> (a) The Grantor shall at all times comply with the terms of the Low Impact Design Stormwater System Maintenance Manual. (b) The Grantor shall not install or use any structure, surface, or material on the servient tenement that has the potential to result in contamination of the Low Impact Design Stormwater System. In particular, untreated zinc and/or copper must not be used.
7.	Landforms
7.1.	The Grantor shall, before commencing any earthworks on the servient tenement obtain the consent to such earthworks from the Society. The Society shall, in considering any application for earthworks consent, take into account, without limitation, the following: <ul style="list-style-type: none"> (a) The desirability of restricting the alteration of the terrain of the servient tenement to ensure natural flow of surface water and to protect the low impact stormwater system;

Annexure Schedule

Form L

Covenants	Dated	Page	4	of	6	pages
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Continue in additional Annexure Schedule, if required

<p>(b) The need for specific requirements regarding sediment control during construction on the servient tenement to protect lower lying properties and the function of the stormwater system; and</p> <p>(c) Reinstatement after construction on the servient tenement.</p> <p>7.2 No earthworks shall occur on the servient tenement that may affect water catchment functioning.</p> <p>8. General Covenants</p> <p>8.1. The Grantor and the Grantee agree that:</p> <p>(a) The Grantor's obligations and covenants under this Instrument are for the benefit of the Grantee and also for the benefit of the Society (in accordance with the Contracts Privity Act 1982).</p> <p>(b) The Society may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of the Grantee. The Grantee irrevocably appoints the Society to be its attorney and in its name and at its expense to do any thing, which the Society considers necessary or desirable to enforce or attempt to enforce the Grantee's, rights or powers under this Instrument.</p> <p>(c) Without limiting the appointment made in clause 8.1(b) that appointment may specifically extend to the Society issuing proceedings in the name of the Grantee, provided that in doing so the Society indemnifies the Grantee against all costs arising from or incidental to those proceedings.</p> <p>8.2. A Covenant in this Instrument requiring a party not to do a certain act shall include a covenant not to permit another person to do such an act.</p> <p>8.3. A Covenant in this Instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.</p> <p>8.4. Words importing the singular number only include the plural and vice versa.</p> <p>8.5 The obligations upon the Grantor to comply with the Kirimoko Design Code is a continuing obligation and the Grantor shall ensure that it complies with the Code at all times.</p>

Annexure Schedule

Form L

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Continue in additional Annexure Schedule, if required

<p>9. Disputes</p> <p>9.1. If either party believes that a dispute between them has arisen regarding the covenants, rights or obligations under this instrument or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such dispute and the particulars of it and the following procedures shall apply:</p> <p>(a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within fourteen (14) days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.</p> <p>(b) If the parties cannot reach agreement on:</p> <p>(i) the dispute resolution process and procedures to be adopted for resolving the dispute;</p> <p>(ii) the timetable for all steps in that process; and</p> <p>(iii) the selection and compensation of the independent person required for such technique;</p> <p>They shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organization (mutually agreed to) and failing agreement nominated by the president of the New Zealand Law Society.</p> <p>(c) The parties shall not use any information or documents obtained through this alternative dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause.</p> <p>(d) No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.</p> <p>9.2. If following the procedures to resolve any dispute between the parties contained in herein the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.</p> <p>(a) If the dispute is referred to arbitration under this clause then:</p> <p>(i) The arbitrator shall determine the matter in dispute in a manner, which is fair and reasonable to all parties to the arbitration and gives due weight and consideration to the underlying principles behind Kirimoko Park.</p> <p>(b) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.</p>

Annexure Schedule

Form L

Covenants **Dated** Page **6** of **6** pages

Continue in additional Annexure Schedule, if required

- 10. **Notice**
- 10.1 Any notice required to be served on any party or any consent required to be given by the Society shall be in writing and, (if required) shall be served in accordance with the society's rules or otherwise in accordance with the provisions of the Property Law Act 2007.

ANNEXURE SCHEDULE 2 - CONSENT FORM

Land Transfer Act 1952 section 238(2)

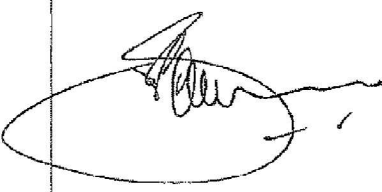
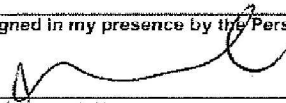
Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
NZCEO FINANCE LIMITED	Mortgagee under Mortgage No. 8939942.7

Consent
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]
the Person giving consent hereby consents to:

NZCEO Finance Limited hereby consents to the covenant specified in the within Easement Instrument as mortgagee pursuant to Mortgage No. 8939942.7 but without prejudice to its rights and remedies contained in the said mortgage.

Dated this 15th day of DECEMBER 2011

Attestation	
	Signed in my presence by the Person giving consent
	 <hr/> <i>Signature of Witness</i> Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Aaron David Crampton Solicitor Address Dunedin
Signature [Common seal] of Person giving consent	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.