

Form B

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

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

Grantor

NEW ZEALAND FORESTRY GROUP LIMITED

Grantee

NEW ZEALAND FORESTRY GROUP 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

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 Covenants	D.P. 366070 D.P. 414390	Lot 1 D.P. 414390 Lot 20 D.P. 414390 Lot 14 D.P. 366070 Lot 17 D.P. 366070 Lot 18 D.P. 366070 the five abovementioned Lots comprised in C.T. 453963 Lot 2 D.P. 414390 as in C.T. 453964 Lot 16 D.P. 414390 Lot 15 D.P. 366070 Lot 19 D.P. 366070 the three abovementioned Lots all being comprised in C.T. 453965 Lot 21 D.P. 414390 as in C.T. 453966 Lot 13 DP 366070 as in CT 267889	Lot 1 D.P. 414390 Lot 20 D.P. 414390 Lot 14 D.P. 366070 Lot 17 D.P. 366070 Lot 18 D.P. 366070 the five abovementioned Lots comprised in C.T. 453963 Lot 2 D.P. 414390 as in C.T. 453964 Lot 16 D.P. 414390 Lot 15 D.P. 366070 Lot 19 D.P. 366070 the three abovementioned Lots all being comprised in C.T. 453965 Lot 21 D.P. 414390 as in C.T. 453966 Lot 13 DP 366070 as in CT 267889

Easements or profits à prendre 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 [**added to**] by:

[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:

[Annexure Schedule B]

ANNEXURE SCHEDULE B

BACKGROUND

The vision for this Subdivision is to provide a living environment within an ecological reserve.

INTERPRETATION

“CPI” means the New Zealand Consumers Price Index (all groups as published by Statistics New Zealand (“the Index”)) or its agreed successor.

“The Easement Instrument” means the Easement Instrument dated the and referred to in Schedules 1, 2, 3 and 6 of D.P. 414390 and registered under Easement Instrument number

“The Grantor” in respect to each Lot means the “Owner”

“The Grantee” in respect of each Lot means “each of the other Owners”

“KERA” means the “Kinnoull Ecological Reserve Association”

“The property” means the “Servient tenement” or Dominant tenement land as applicable.

“Proportionate share of costs” means the method of calculating such proportionate share as detailed in the Easement instrument.

1. Each Owner of the any of the land in the servient and dominant tenements must:

1.1 Become a member of KERA.

1.2 Comply in all respects with the rules of KERA including and in particular paying to KERA the annual levy amount which is required to pay their proportionate share as defined in the Easement Instrument.

1.2.1 The costs of maintenance, upgrading etc details of which are provided in the Easement Instrument.

1.2.2 The costs associated with complying with their obligations under this Land Covenant including the costs detailed in Clause 6.

1.2.3 The costs associated with complying and to comply in all respects with the requirements of the Pest Management Plan and Fire Management Plan details of which will be provided pursuant to the provisions of clause 2 of this Land Covenant.

1.3 Permit Contractors authorised by KERA to enter onto your property for the purposes of implementing the Pest Management Plan provided reasonable notice has first been given to the owner of the property as to the dates of entry on to such property, the duration of such Contractors remaining on such property, and the control methods used on such property.

1.4 Not permit or cause any rubbish to accumulate or be placed upon the property.

1.5 Not permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of the property without the prior written consent of KERA or nominee.

