



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **246193**

Land Registration District **Nelson**

Date Issued **20 June 2006**

Prior References

NL6A/168 NL6A/192

Estate Fee Simple

Area 100.3619 hectares more or less

Legal Description Lot 3-5 Deposited Plan 360520

Registered Owners

John Raymond McLaughlin

Interests

Subject to Section 8 Mining Act 1971

Subject to Section 168A Coal Mines Act 1925

244210.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 2.10.1984 at 9.00 am (affects Lots 4 and 5 and the part Lot 3 formerly contained in CT NL6A/168)

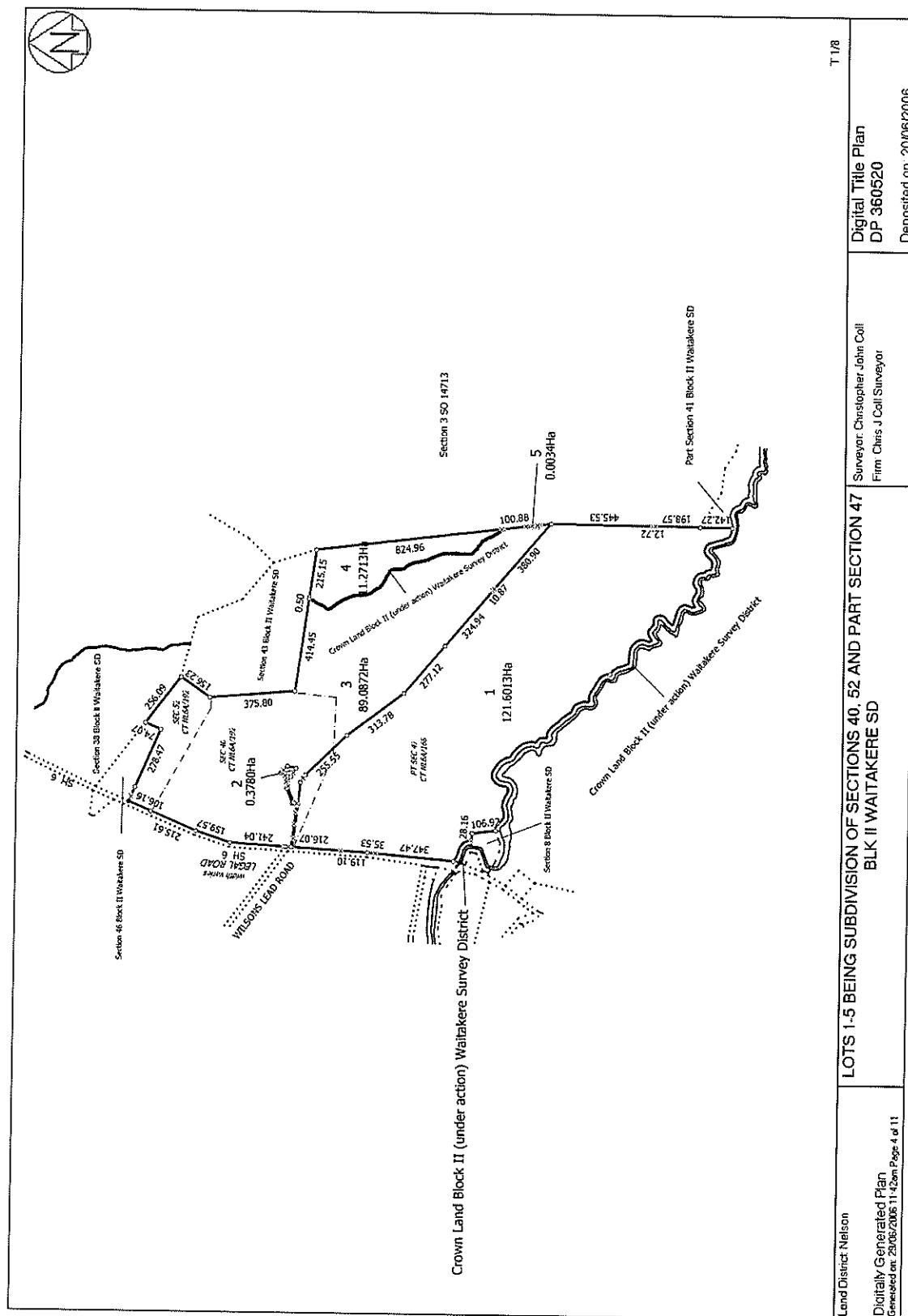
Subject to Section 241(2) Resource Management Act 1991 (affects DP 360520)

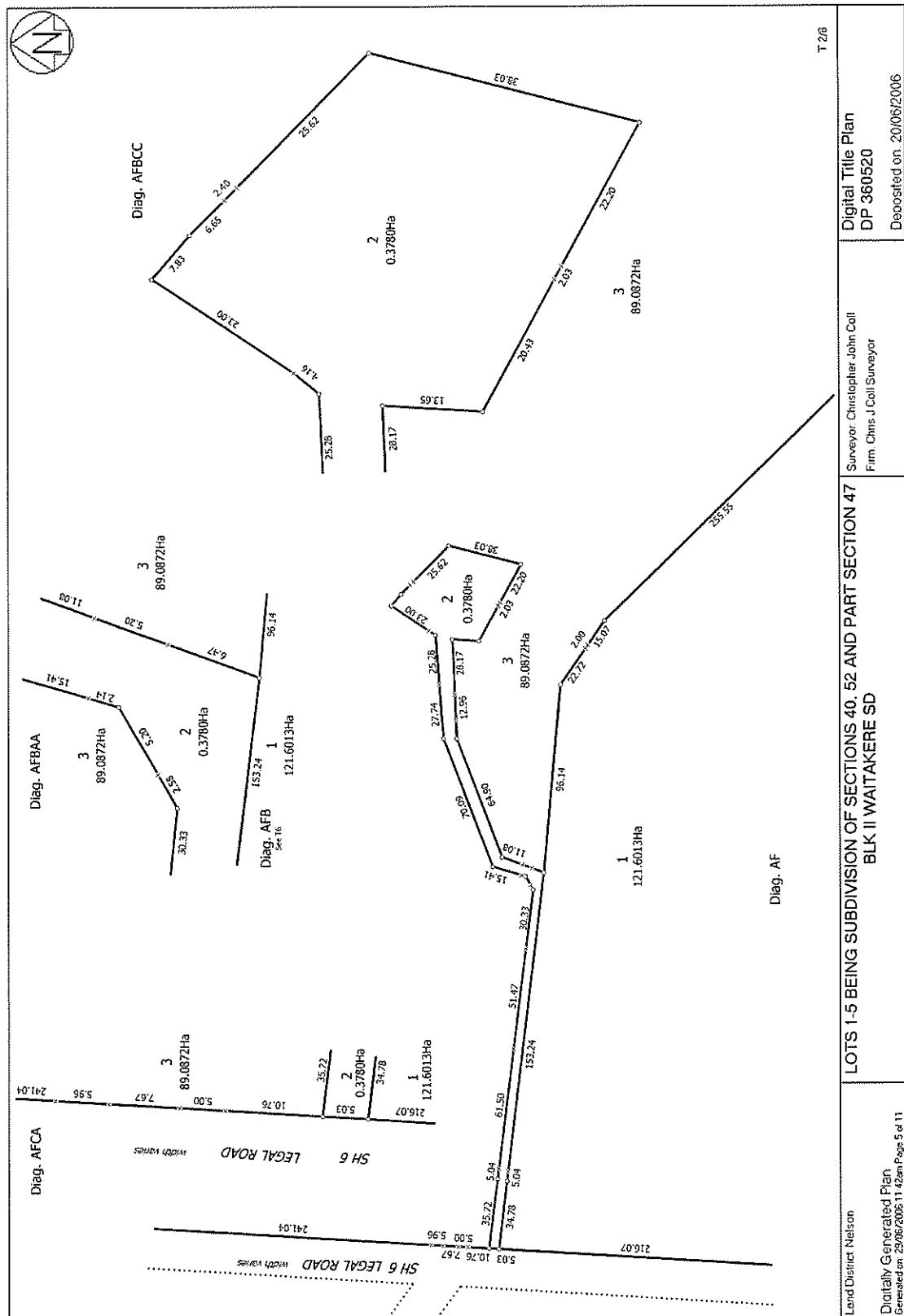
Subject to a right to transmit electricity in gross over part Lot 3 marked B1,B2,B3,B4,B5 on DP 360520 in favour of Buller Electricity Limited created by Easement Instrument 6913042.2 - 20.6.2006 at 9:00 am

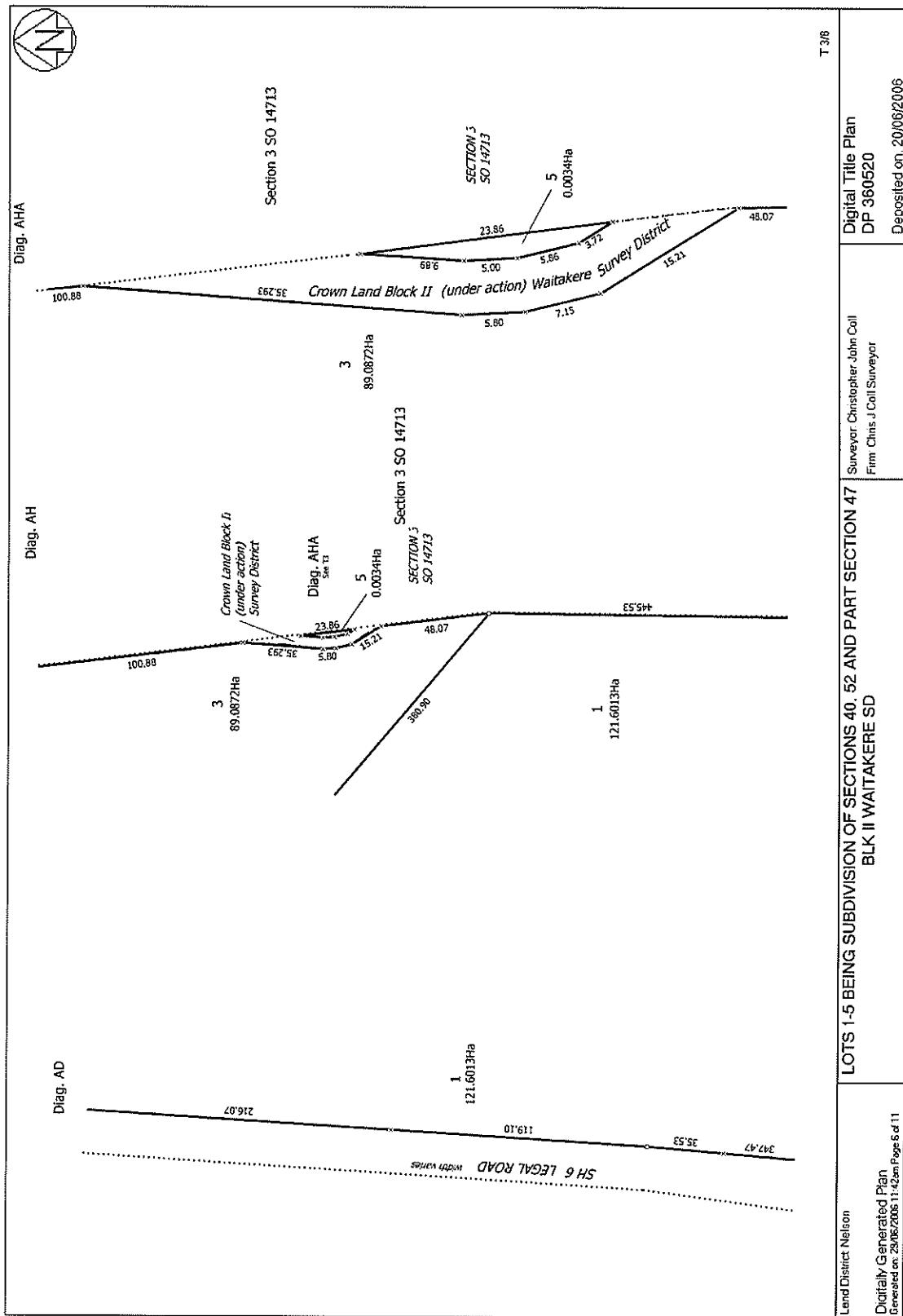
Subject to a right to transmit telecommunications over part Lot 3 marked F1,B4,F2,B2,F3,F4,F5 and a right to transmit electricity over part Lot 3 marked E1 and E3 all on DP 360520 created by Easement Instrument 6913042.3 - 20.6.2006 at 9:00 am

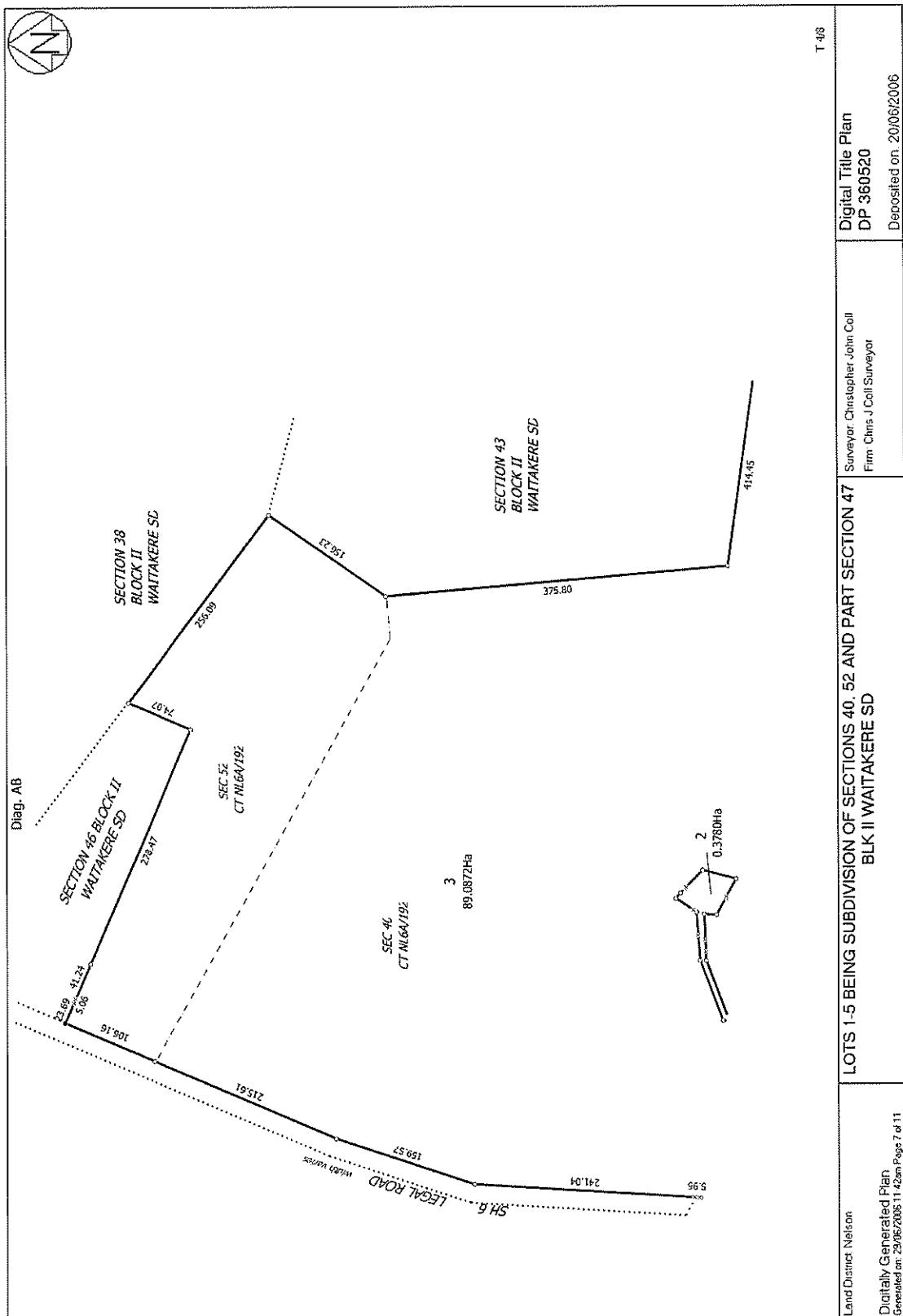
Appurtenant hereto is a right to transmit electricity and appurtenant to Lot 3 herein is a right of way created by Easement Instrument 6913042.3 - 20.6.2006 at 9:00 am

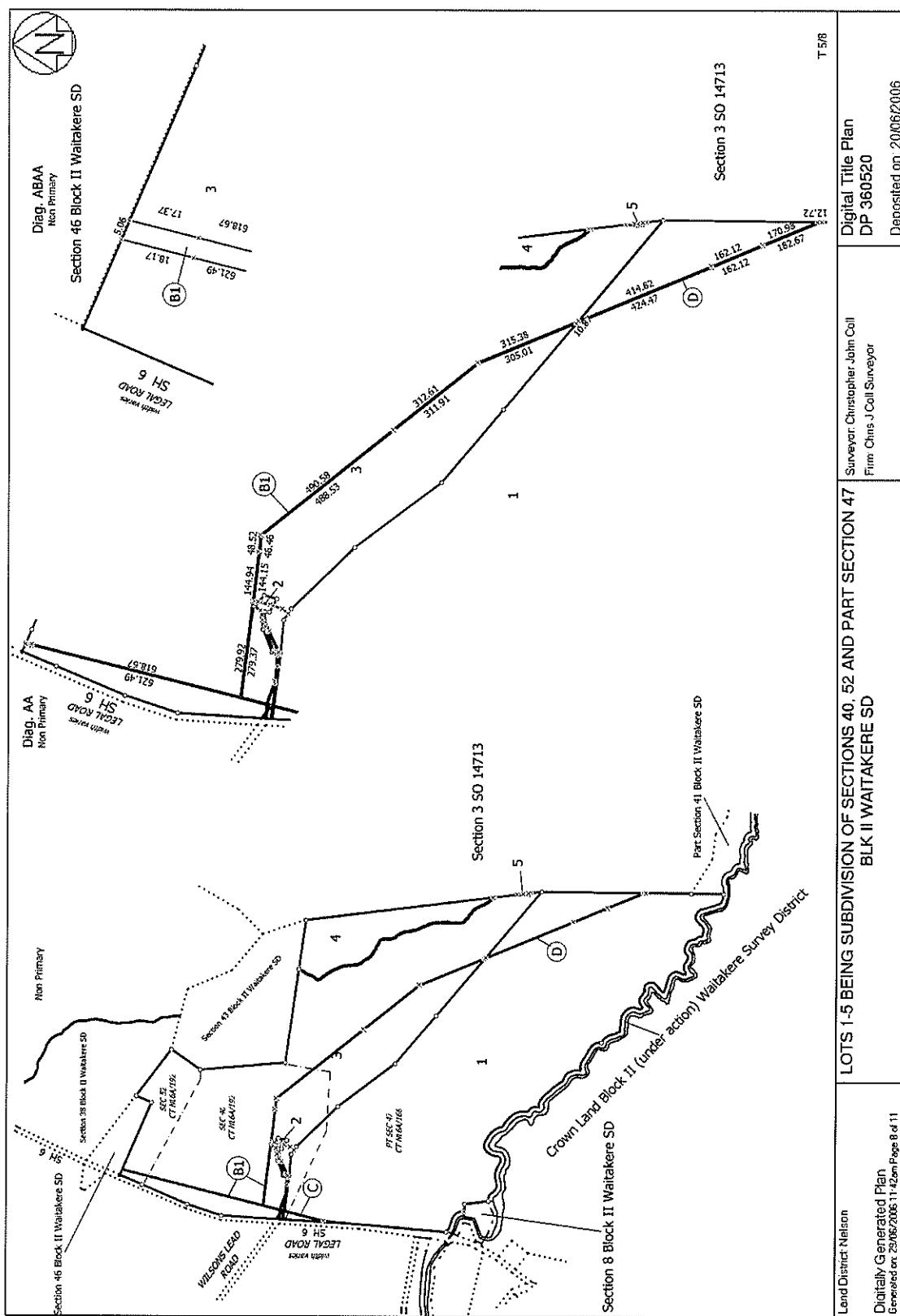
The right of way created by Easement Instrument 6913042.3 is subject to Section 243 (a) Resource Management Act 1991
10362627.2 Mortgage to ASB Bank Limited - 30.3.2016 at 3:56 pm

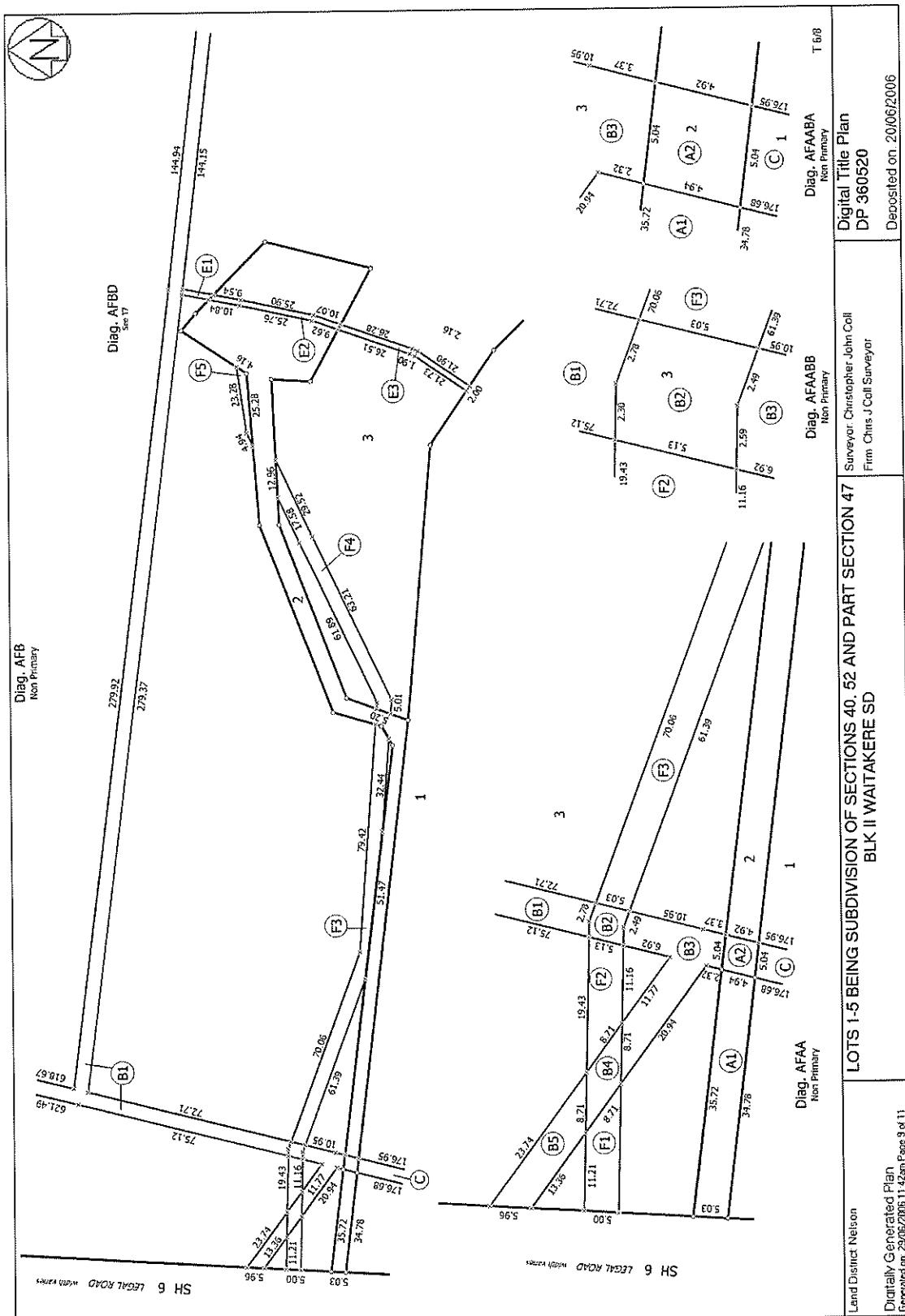


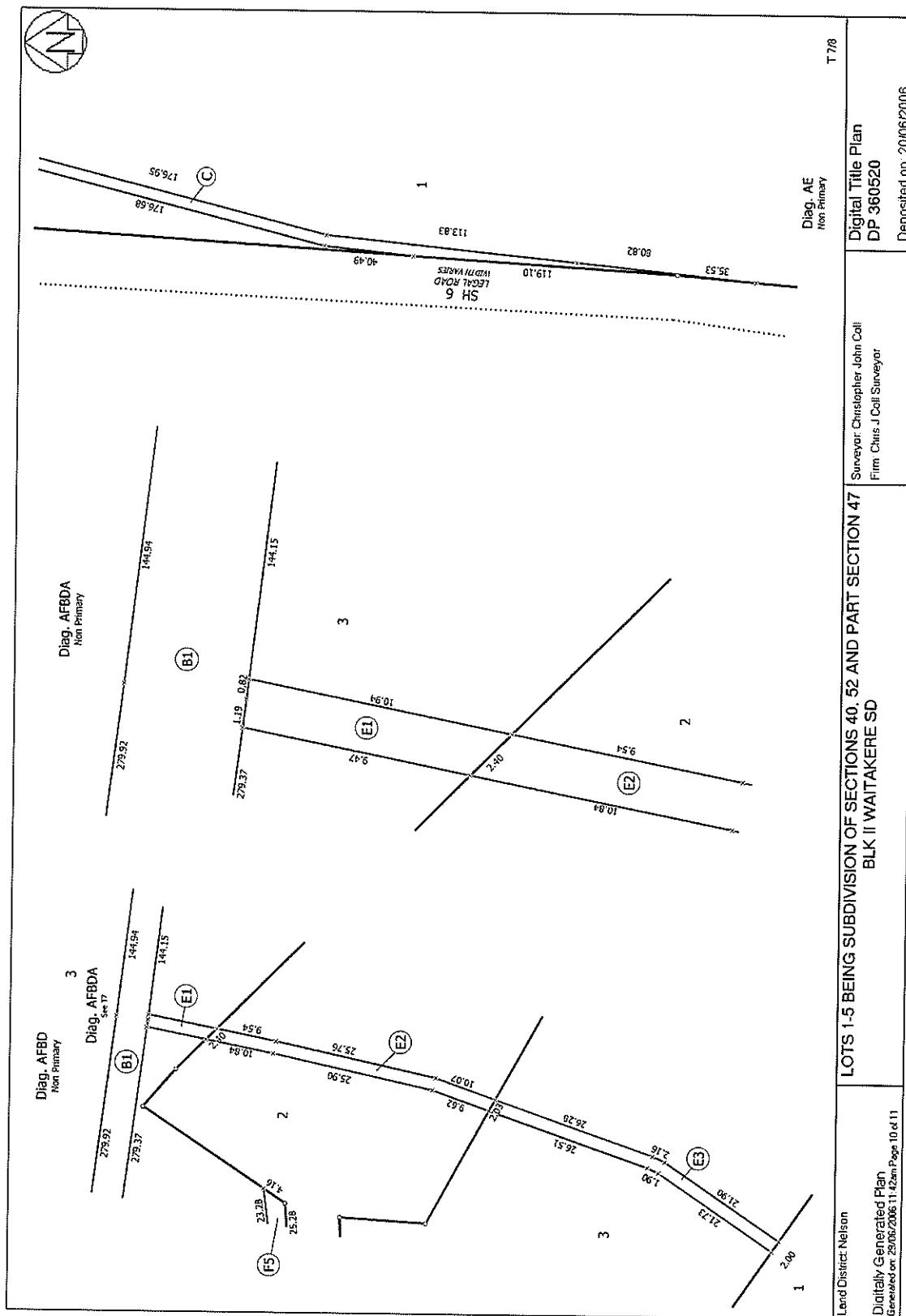


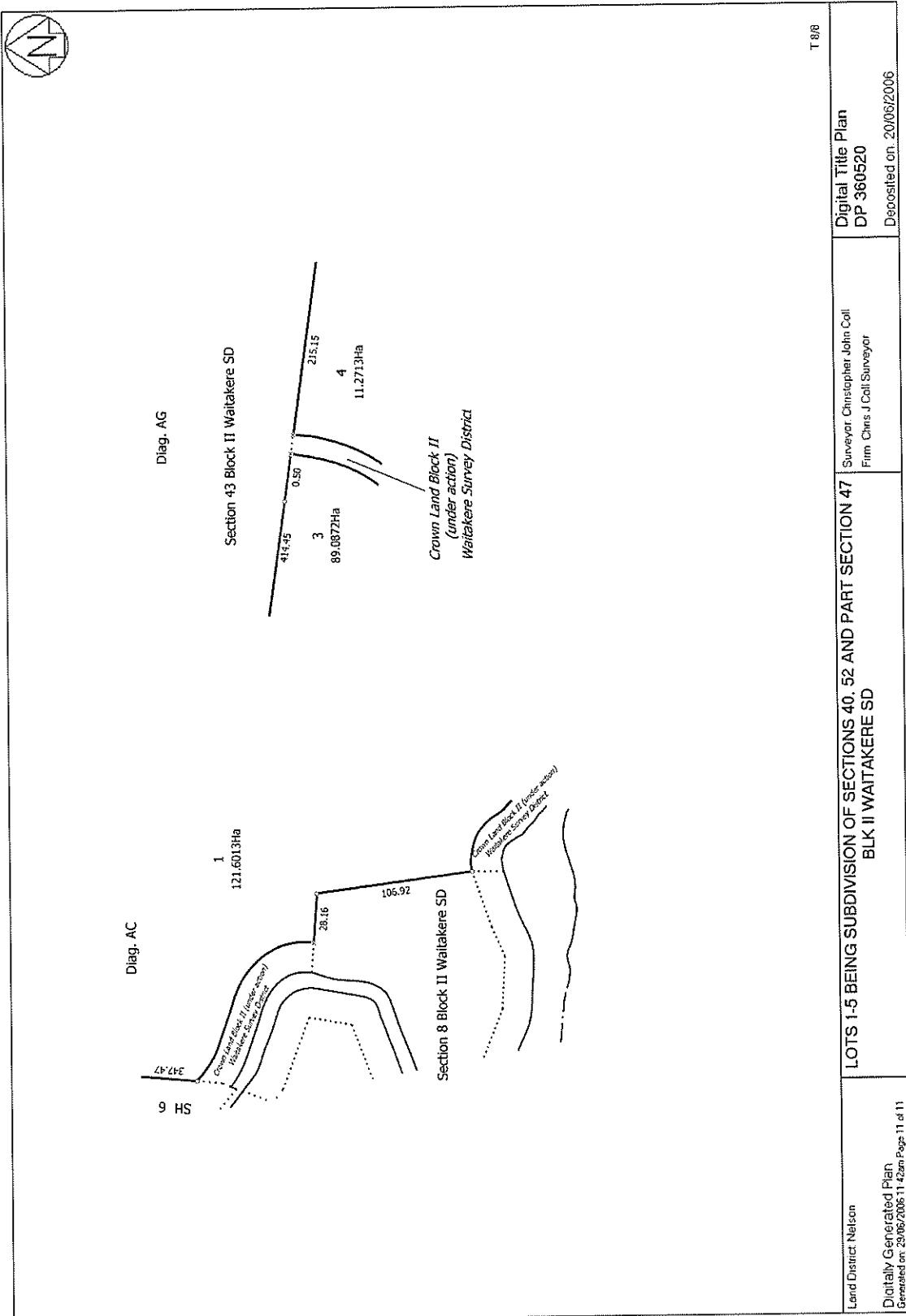












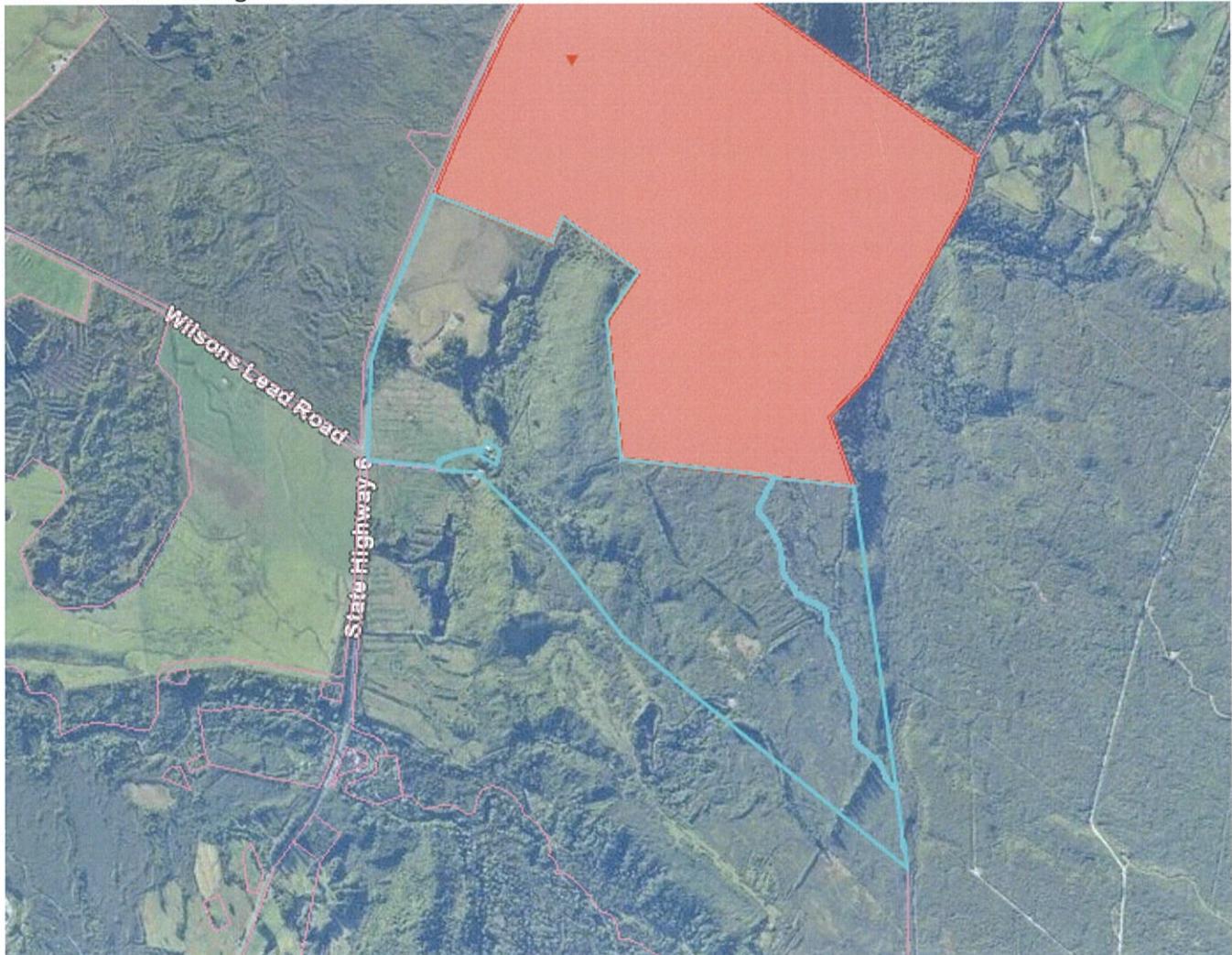
Alyce Heine

From: WCRC Hail Requests <hail@wcrc.govt.nz>
Sent: Friday, 6 September 2024 8:50 am
To: Alyce Heine
Subject: RE: [#DO44214] HAIL Check - McLaughlin

Good morning Alyce,

I can confirm that the property in question is **not** on the HAIL/SLUS register, but the neighbouring property is.

Please see the image below:



Kind regards,
Kaya

WCRC Hail Requests
West Coast Regional Council

 hail@wcrc.govt.nz



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From: Alyce Heine <alyce@do.nz>
Sent: Friday, September 6, 2024 7:02 AM
To: WCRC Hail Requests <hail@wcrc.govt.nz>
Subject: [#DO44214] HAIL Check - McLaughlin

Hi

Would you please check your HAIL sites database in respect of the attached scheme plan for a proposed subdivision of Lot 3 DP 360520 at State Highway 6, Addisons, Westport?

The valuation number for this property is 1885029901.

Please do not hesitate to contact me if you have any queries.

Kind regards,

Alyce

ALYCE HEINE / Senior Planner - Greymouth / BEMP, PG Dip Res St

DAVIS OGILVIE & PARTNERS LTD

alyce@do.nz / 03 768 6299 Ext. 3 / 0800 999 333



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APPENDIX C**BDC Declaration Form**



Declaration to Accompany Application for Resource Consent

This Declaration MUST be completed, signed and submitted with your application

The **National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES)** applies to particular activities on a piece of land where an activity or industry described in the current edition of the *Hazardous Activities and Industries List (HAIL)* is being undertaken, has been undertaken, or it is more likely than not that it is being or has been undertaken.

The *HAIL* and other useful information about the *NES*, including a *User's Guide on the NES*, can be found on the Ministry for the Environment's website, <http://www.mfe.govt.nz/land/nes-assessing-and-managing-contaminants-soil-protect-human-health/about-nes>. A copy of the current *HAIL* is attached.

To help determine whether or not the *NES* will apply to your activity please answer the following questions:

Is an activity described on the <i>HAIL</i> currently being undertaken on the piece of land to which this application applies?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has an activity described on the <i>HAIL</i> ever been undertaken on the piece of land to which this application applies?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is it more likely than not that an activity described on the <i>HAIL</i> is being or has been undertaken on the piece of land to which this application applies?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

If 'Yes' to ANY of the above, then the *NES* may apply. Please answer the following questions:

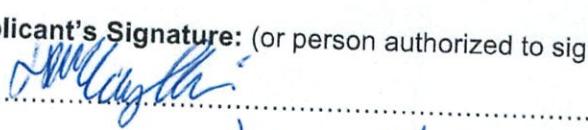
Is the activity you propose to undertake removing or replacing a fuel storage system or parts of it?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the activity you propose to undertake sampling soil?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the activity you propose to undertake disturbing soil?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the activity you propose to undertake subdividing land?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the activity you propose to undertake changing the use of the land?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If 'Yes' to ANY of the above activities, then the *NES* is likely to apply.

For further information about the *NES* and what is required please contact Council's Planning Department on (03) 788 9603 or planning@bdc.govt.nz.

I hereby certify that to the best of my knowledge and belief, the information given in this form is true and correct.

Applicant's Signature: (or person authorized to sign on applicant's behalf)

 Date: 21.01.2025

Name: (Please Print) John McLaughlin

Hazardous Activities and Industries List (HAIL)

October 2011

A Chemical manufacture, application and bulk storage

1. Agrichemicals including commercial premises used by spray contractors for filling, storing or washing out tanks for agrichemical application
2. Chemical manufacture, formulation or bulk storage
3. Commercial analytical laboratory sites
4. Corrosives including formulation or bulk storage
5. Dry-cleaning plants including dry-cleaning premises or the bulk storage of dry-cleaning solvents
6. Fertiliser manufacture or bulk storage
7. Gasworks including the manufacture of gas from coal or oil feedstocks
8. Livestock dip or spray race operations
9. Paint manufacture or formulation (excluding retail paint stores)
10. Persistent pesticide bulk storage or use including sport turfs, market gardens, orchards, glass houses or spray sheds
11. Pest control including the premises of commercial pest control operators or any authorities that carry out pest control where bulk storage or preparation of pesticide occurs, including preparation of poisoned baits or filling or washing of tanks for pesticide application
12. Pesticide manufacture (including animal poisons, insecticides, fungicides or herbicides) including the commercial manufacturing, blending, mixing or formulating of pesticides
13. Petroleum or petrochemical industries including a petroleum depot, terminal, blending plant or refinery, or facilities for recovery, reprocessing or recycling petroleum-based materials, or bulk storage of petroleum or petrochemicals above or below ground
14. Pharmaceutical manufacture including the commercial manufacture, blending, mixing or formulation of pharmaceuticals, including animal remedies or the manufacturing of illicit drugs with the potential for environmental discharges
15. Printing including commercial printing using metal type, inks, dyes, or solvents (excluding photocopy shops)
16. Skin or wool processing including a tannery or fellmongery, or any other commercial facility for hide curing, drying, scouring or finishing or storing wool or leather products
17. Storage tanks or drums for fuel, chemicals or liquid waste
18. Wood treatment or preservation including the commercial use of anti-sapstain chemicals during milling, or bulk storage of treated timber outside

B Electrical and electronic works, power generation and transmission

1. Batteries including the commercial assembling, disassembling, manufacturing or recycling of batteries (but excluding retail battery stores)



2. Electrical transformers including the manufacturing, repairing or disposing of electrical transformers or other heavy electrical equipment
3. Electronics including the commercial manufacturing, reconditioning or recycling of computers, televisions and other electronic devices
4. Power stations, substations or switchyards

C Explosives and ordinances production, storage and use

1. Explosive or ordinance production, maintenance, dismantling, disposal, bulk storage or re-packaging
2. Gun clubs or rifle ranges, including clay targets clubs that use lead munitions outdoors
3. Training areas set aside exclusively or primarily for the detonation of explosive ammunition

D Metal extraction, refining and reprocessing, storage and use

1. Abrasive blasting including abrasive blast cleaning (excluding cleaning carried out in fully enclosed booths) or the disposal of abrasive blasting material
2. Foundry operations including the commercial production of metal products by injecting or pouring molten metal into moulds
3. Metal treatment or coating including polishing, anodising, galvanising, pickling, electroplating, or heat treatment or finishing using cyanide compounds
4. Metalliferous ore processing including the chemical or physical extraction of metals, including smelting, refining, fusing or refining metals
5. Engineering workshops with metal fabrication

E Mineral extraction, refining and reprocessing, storage and use

1. Asbestos products manufacture or disposal including sites with buildings containing asbestos products known to be in a deteriorated condition
2. Asphalt or bitumen manufacture or bulk storage (excluding single-use sites used by a mobile asphalt plant)
3. Cement or lime manufacture using a kiln including the storage of wastes from the manufacturing process
4. Commercial concrete manufacture or commercial cement storage
5. Coal or coke yards
6. Hydrocarbon exploration or production including well sites or flare pits
7. Mining industries (excluding gravel extraction) including exposure of faces or release of groundwater containing hazardous contaminants, or the storage of hazardous wastes including waste dumps or dam tailings

F Vehicle refuelling, service and repair

1. Airports including fuel storage, workshops, washdown areas, or fire practice areas
2. Brake lining manufacturers, repairers or recyclers
3. Engine reconditioning workshops
4. Motor vehicle workshops
5. Port activities including dry docks or marine vessel maintenance facilities



6. Railway yards including goods-handling yards, workshops, refuelling facilities or maintenance areas
7. Service stations including retail or commercial refuelling facilities
8. Transport depots or yards including areas used for refuelling or the bulk storage of hazardous substances

G Cemeteries and waste recycling, treatment and disposal

1. Cemeteries
2. Drum or tank reconditioning or recycling
3. Landfill sites
4. Scrap yards including automotive dismantling, wrecking or scrap metal yards
5. Waste disposal to land (excluding where biosolids have been used as soil conditioners)
6. Waste recycling or waste or wastewater treatment

H Any land that has been subject to the migration of hazardous substances from adjacent land in sufficient quantity that it could be a risk to human health or the environment

I Any other land that has been subject to the intentional or accidental release of a hazardous substance in sufficient quantity that it could be a risk to human health or the environment



Status of water bodies on Lot 3 DP360520, SH6, Addisons Flat

Emeritus Professor David Norton
Biodiversity Solutions Ltd, Lake Hāwea
DRAFT of 7 September 2024

Background

I have been asked to comment on the status of water bodies on Lot 3 DP360520 at the junction of SH6 and Wilsons Lead Road, Buller District. The owner is planning to subdivide this property and needs to know if the water bodies meet the definition of natural inland wetlands in the 2020 National Policy Statement for Freshwater Management.

In this National Policy Statement, a natural inland wetland is defined as:

Natural inland wetland means a wetland (as defined in the Act) that is not:

- (a) *in the coastal marine area; or*
- (b) *a deliberately constructed wetland, other than a wetland constructed to offset impacts on, or to restore, an existing or former natural inland wetland; or*
- (c) *wetland that has developed in or around a deliberately constructed water body, since the construction of the water body; or*
- (d) *a geothermal wetland; or*
- (e) *a wetland that:*
 - (i) *is within an area of pasture used for grazing; and*
 - (ii) *has vegetation cover comprising more than 50% exotic pasture species (as identified in the National List of Exotic Pasture Species using the Pasture Exclusion Assessment Methodology (see clause 1.8)); unless*
 - (iii) *the wetland is a location of a habitat of a threatened species identified under clause 3.8 of this National Policy Statement, in which case the exclusion in (e) does not apply.*

The Resource Management Act (the Act referred to above) defines a wetland as “permanently or intermittently wet areas, shallow water, and land water margins that support a natural ecosystem of plants and animals that are adapted to wet conditions”.

My opinion

This opinion is based on an analysis of aerial imagery and information provided to me by the owner, John McLaughlin. I have not visited the site, although I am familiar with the general area.

The ponds can be readily seen on aerial images of the site since at least 2003 but are not obvious in images from the 1970s (see 2020 and 1974 images at end of this note), although the resolution of these earlier images is poor.

It is my understanding from historical records that this area was likely mined for gold as part of the major mining boom that occurred across Addisons Flat starting in 1867. At this time, miners had to dig through 5-10 m of alluvium to access the seams of gold-

bearing black sand deposits. In some places, mining was undertaken using tunnels, but elsewhere, pits were dug to excavate the gold.

The property owner has informed me that the water bodies under question here occupy excavated pits that likely dates back to the nineteenth century. He also has advised me that a large mound of excavated material lies to the west of main water body on this property (this can be seen in the aerial images). The topographical map and aerial images show several similar water bodies scattered across Addisons Flat and likely have a similar origin. One reason the owner suggested for the ponds not being visible in the images from the 1970s is that that a tunnel system draining them may have been blocked resulting in them becoming permanent waterbodies.

I note that in my survey of SNAs in the Foulwind Ecological District¹ undertaken for Buller District Council as part of the West Coast Significant Natural Areas Project² that this site was not identified as a potential SNA.

In summary, it is my opinion that the water bodies on Lot 3 DP360520 do meet the RMA definition of a wetland in that they are *“permanently or intermittently wet areas, shallow water, and land water margins that support a natural ecosystem of plants and animals that are adapted to wet conditions”*. However, given that they have been created by historic gold mining, I do not believe they meet the National Policy Statement definition of natural inland wetland as they are excluded under clause (b) as they have been *“deliberately constructed”*.

2020 and 1974 aerial images are included below:

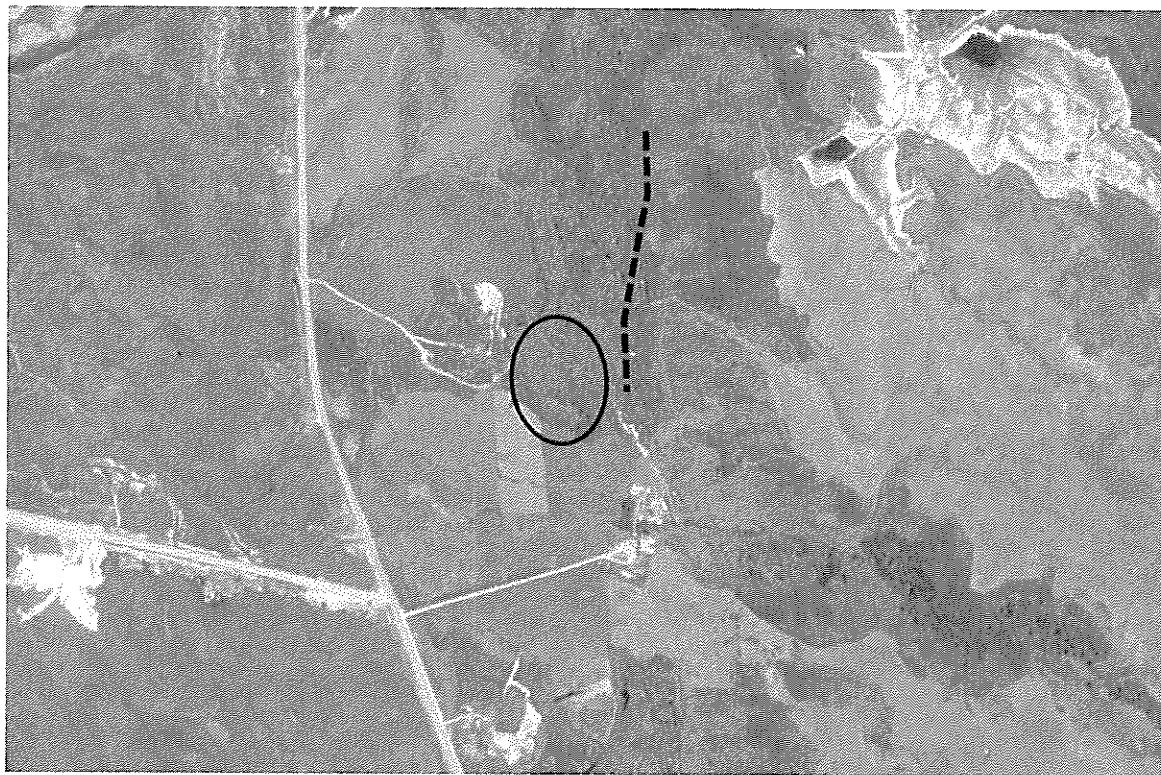
¹ Unpublished report May 2001

² Smith V, Norton D 2001. Significant Natural Area Assessment and Protection. Report for the West Coast Significant Natural Areas Project, 51 pp.



2020 aerial imagery (Buller District Council and LINZ³). This clearly shows the water bodies and the pile of extracted material to the west of the main water body (black circle).

³ <https://data.linz.govt.nz/layer/115745-buller-02m-urban-aerial-photos-2020/>



1974 aerial imagery, (Retrolens⁴). The water bodies are not apparent here as they were drained and appear to be vegetated – dotted black line shows approximate location. The mound of excavated material is visible (black circle). Note that the orientation of this image differs slightly from the 2020 image.

⁴

<https://retrolens.co.nz/map/#/1479979.623493595/5367225.601777149/1481490.449130667/5368244.3640446775/2193/12>

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or *profit à prendre* or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EL 6913042.2 Easement I

Cpy - 01/01, Pgs - 004, 19/06/08, 11:26



DocID: 211778953

Land registration district

Nelson

Grantor

b. John
VALERIE SANDRA MCLAUGHLIN, KEVIN MCLAUGHLIN and GARETH RICHARD ALLEN

Surname(s) must be underlined.

Grantee

BULLER ELECTRICITY LIMITED

Surname(s) must be underlined.

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 16 day of May 2006

Attestation

*K. J. M. Langhlin
Gareth Allen
N. S. Langhlin*

Signature [common seal] of Grantor

Signed in my presence by the Grantor

M. P. Durkin

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name *M. P. Durkin*

Occupation *Law Clerk*

Address *Westport*

lent
Matthew
D
DIRECTORS

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

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

Jones

[Solicitor for] the Grantee

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

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1

Easement instrument Dated Page of pages

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 (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to transmit Electricity	B1 B2 B3 B4 B5 on DP 360520	Lot 3, DP 360520 CT 246193	BULLER ELECTRICITY LIMITED
	A2 on DP 360520	Lot 2, DP 360520 CT 246192	
	C and D on DP 360520	Lot 1, DP 360520 CT 246191	

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

I sign for N.S.M.P.L. PA. witness

Annexure Schedule

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

dated page of pages

(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 agrees 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 Westland District 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Kgmc 189. N.S. 17CL RA lew

Annexure Schedule

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

dated page of pages

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 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 affected 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

H J M² S^a M³ M¹ R^a L^W S³

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 19

EI 6913042.3 Easement I

Cpy - 01/01, Pgs - 003, 10/08/06, 11:26



DocID: 211776954

Land registration district

NELSON

Grantor

Surname(s) must be underlined.

Valerie Sandra McLAUGHLIN, Kevin John McLAUGHLIN and
Gareth Richard ALLEN

Grantee

Surname(s) must be underlined.

Valerie Sandra McLAUGHLIN, Kevin John McLAUGHLIN and Gareth
Richard ALLEN

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 16 day of May 2006.

Attestation

K J McLaughlin
Gareth Allen
N S McLaughlin

Signature [common seal] of Grantor

Signed in my presence by the Grantor

MP Durkin

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name MP Durkin

Occupation Law Clerk

Address Westport

K J McLaughlin
Gareth Allen
N S McLaughlin

Signature [common seal] of Grantee

Signed in my presence by the Grantee

MP Durkin

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name MP Durkin

Occupation Law Clerk

Address Westport

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

for

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1

Easement instrument Dated Page of pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) <i>DP 360520 Plan</i>	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	A1	246192	246191 and 2 246193 (Lot 3) Q (DP 360520) 246192 246191
Right to transmit Telecommunications	F1 B4 F2 B2 F3 F4 F5	246193	
Right to transmit Electricity	E1	246193	246192
	E2	246192	246191
	E3	246193	246193 246191

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

K J Mc GA N. S. MCL

Approved by Registrar-General of Land under o. 1995/5004
ANNEXURE SCHEDULE

Insert Below
"Mortgage", "Transfer", "Lease Etc

Transfer

The Right of Way

The rights and powers described shall include those rights and powers set out in schedule 4th of the Land Transfer regulations 2002 subject to the following:-

1. where there is conflict between the provisions of the 4th schedule to the Land Transfer Regulations 2002 and the 9th schedule to the Property Law Act 1952, the provision of the 9 schedule must prevail.

Where there is conflict between the provisions of the 4 schedule and/or the 9th schedule and the modifications in this Easement, the modifications must prevail.

2. The Grantor shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure whatsoever which:
 - a) may interfere with any of the easements ; or
 - b) may endanger or cause nuisance to the easements or persons working on the easements in the course of their duties; or
 - c) breaches any bylaw or regulation or other statutory provision relating to the easements.
3. The maintenance provisions in the 4th schedule to the Land Transfer Regulations 2002 are modified by adding the following:-

Any maintenance, repair or replacement of the easement facilities that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor at the sole cost of the Grantor or in such proportion as related to the act or omission.

4. On completion of any work the surface of the land is 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 their Solicitor must put their signature or initials here.

1/9 MC Jan 19/04