

DDPR_feedback_0191s	
Name	Geoff and Jan Keeling
Organisation	
Email	████████████████████
Response Date	Jul 26 22
Notes	
Q1	Select the chapter you want to provide feedback on
Q2	In general, to what extent do you support the contents of this chapter?
Q3	Objective/Policy/Rule/Standard reference:
Q4	Feedback/Comments
Q5	Objective/Policy/Rule/Standard reference:
Q6	Feedback/Comments
Q7	Objective/Policy/Rule/Standard reference:
Q8	Feedback/Comments
Q9	Objective/Policy/Rule/Standard reference:
Q10	Feedback/Comments
Q11	supporting documents?
	0
Q12	If you need more space, or have any other general comments, please leave them here

mob [REDACTED]
email: [REDACTED]

Groff & Jan Keeling

trading as KEELING DAIRIES LIMITED

object to extent of area classified as
Wāhi Tupuna in the draft district plan
on our farming property - more specifically
on Part Section 65A, Otekaieke Settlement.

The current draft includes a large
complex 'springhead & wetlands' area that
is already protected & undergoing a
restoration project through Meridian Energy
& Ngāi Tahu - we have no objection to
this surveyed area being classified.

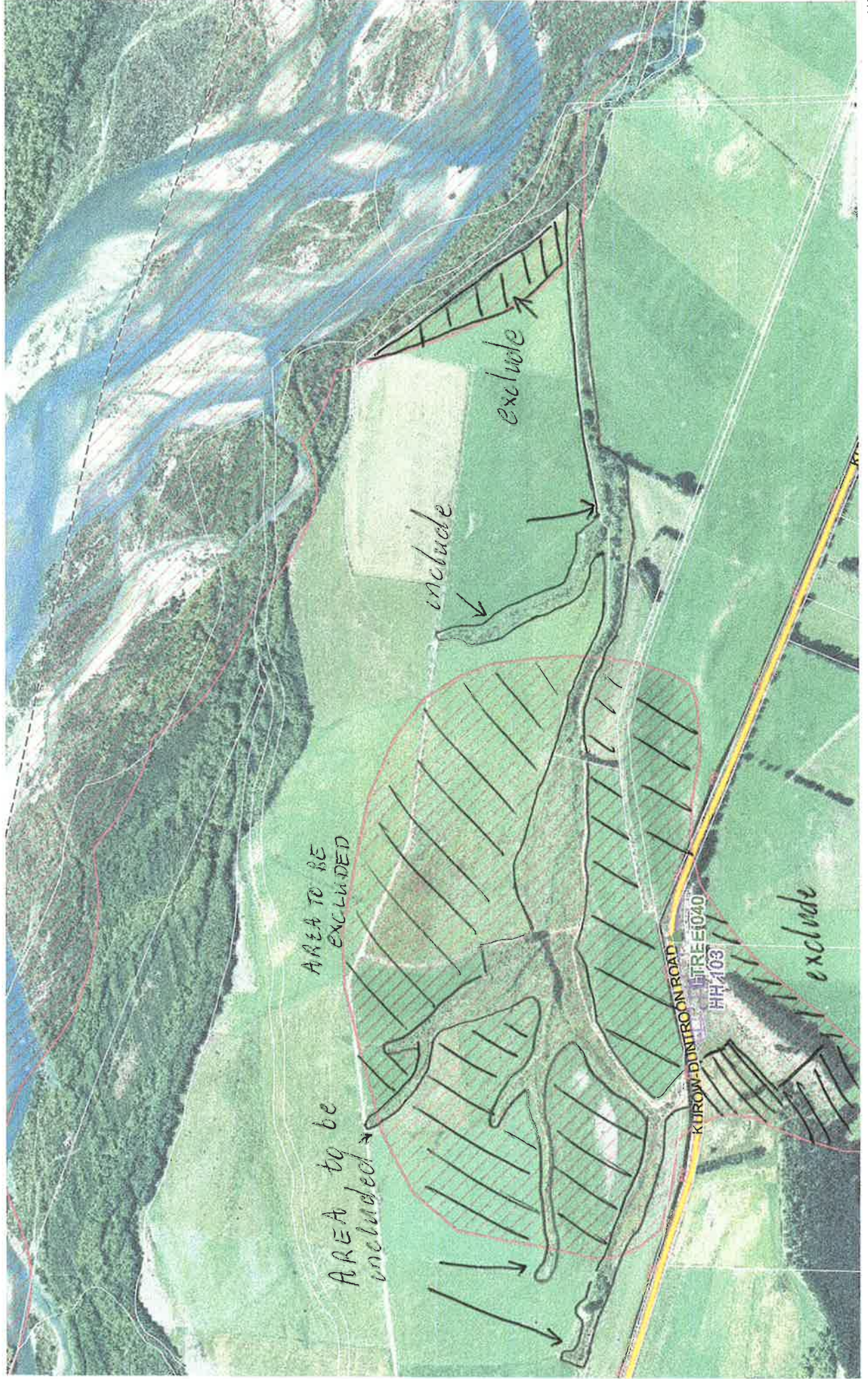
However much of the area is fully irrigated
pastoral land and has been such
for many many years.

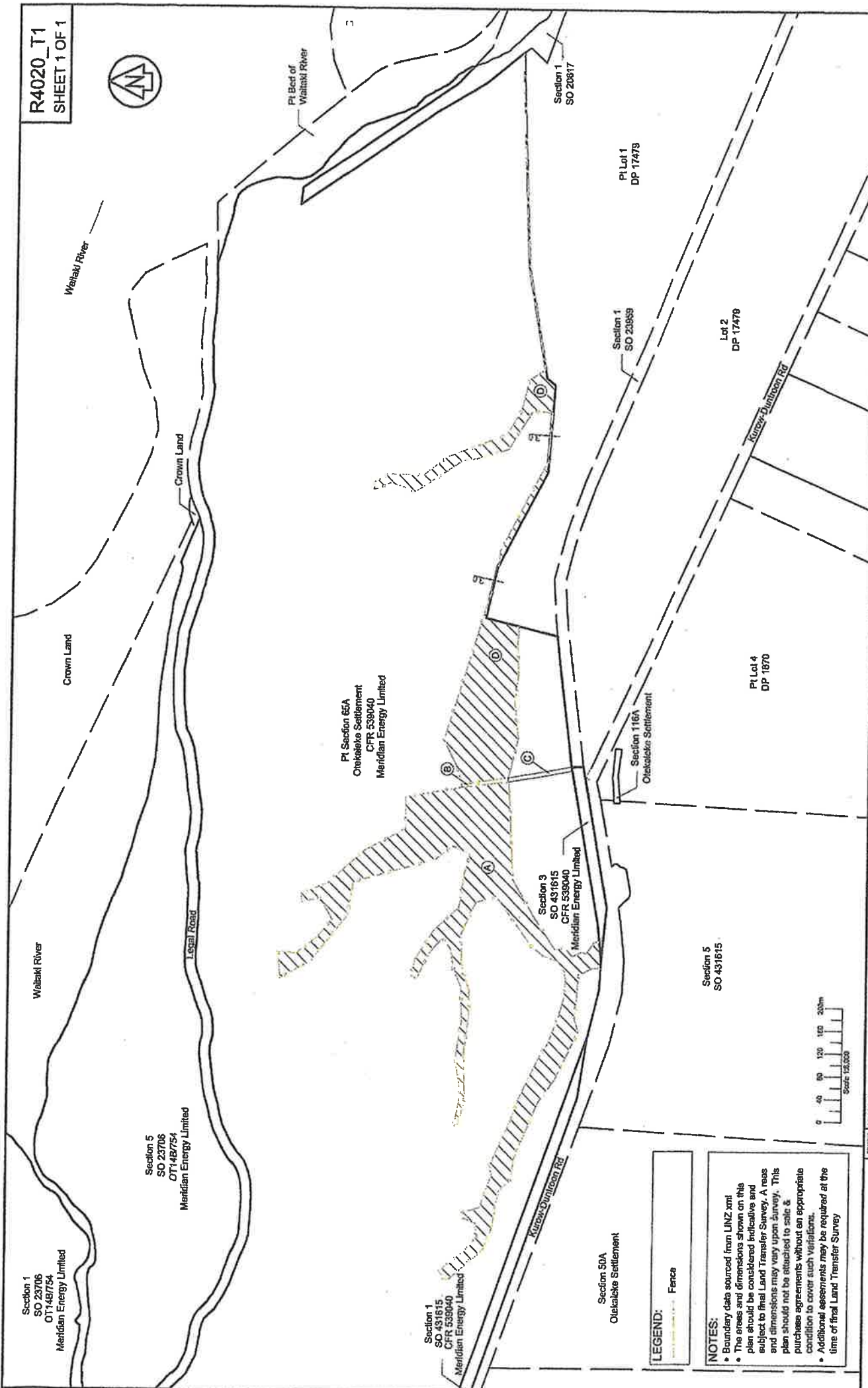
Any 'values' with this ^{area} would be non-existent.

We attach a map of the survey area

Have included map of easement area as
well as easement instrument FYI.

Any queries please don't hesitate to contact





SCALE		1:6000 @ A3
OBSERVATION POINT		Observation Pt 2000
DATE OF SURVEY		18/05/14
SURVEYOR		CSNZ
PROJECT		Meridian Energy Limited
DRAWN BY		XX051/14
CHECKED BY		XX051/14
DATE OF CHECK		18/05/14
PROJECT NO.		R4020_T1
SHEET NO.		A

PROPOSED EASEMENTS OVER PART SECTION 65A OREKATEKE SETTLEMENT	
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REVISION	DATE	BY
A	18/05/14	CSNZ

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LEGEND:
Fence

NOTES:
 • Boundary data sourced from LINZ xml
 • The areas and dimensions shown on this plan should be considered indicative and subject to final Land Transfer Survey. A raise and dimensions may vary upon survey. This plan should not be attached to sale & purchase agreements without an appropriate condition to cover such variations.
 • Additional assessments may be required at the time of final Land Transfer Survey

SOUTHERN LAND
 SURVEYING | PLANNING | LAND DEVELOPMENT

18/05/14

Form B

Easement instrument to grant easement

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

Grantor

TBA

Grantee

Meridian Energy 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) 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 Maintain, Enhance and Preserve Wetlands and Gather Customary Food	[shown approximately as "A", "B", "C" and "D" on Plan attached – Survey Definition Plan to be provided]	53940	In Gross

Easement instrument to grant easement

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 1]~~

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 1

(Right to Maintain, Enhance and Preserve Wetlands and to Gather Customary Food in Gross)

1 INTERPRETATION

1.1 In this Easement Instrument unless the context otherwise requires:

“**Grantee**” means Meridian Energy Limited and its authorised employees, agents, contractors and invitees.

“**Grantor**” means the Grantor and its authorised employees, agents, contractors and invitees.

“**Stipulated Area**” has the meaning given to it in Schedule 4 of the Land Transfer Regulations 2002.

“**Utilities**” means any structure, pole or other appurtenant structure for the provision of utilities or services supplied to or used on the land including but not limited to electricity, gas, telephone, storm water, sewage and water.

“**Wetlands**” has the meaning given to it in section 2(1) of the Resource Management Act 1991 and also includes walkways and paths, platforms, and any area used as a means of access to the Wetlands. The Wetlands are located on the Stipulated Area.

1.2 In the interpretation of this Easement Instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;
- (b) the headings appearing are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the clauses of this Easement Instrument nor in any way affect this Easement Instrument;
- (c) references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns;
- (d) all covenants on the part of the Grantor shall be deemed to be covenants by each of the registered proprietors included in the term “Grantor” and shall jointly and severally bind each of the registered proprietors and their respective executors, administrators, successors and assigns.

2 GRANT OF RIGHTS, POWERS AND PRIVILEGES

2.1 The Grantee (together with its invitees) will have the full, free, uninterrupted and unrestricted right liberty and licence at all times:

- (a) To carry out on the Wetlands and Stipulated Area any maintenance, enhancement, preservation and improvement of the Wetlands and Stipulated Area that the Grantee in its

sole judgement deems desirable or necessary, including the right to plant new wetland vegetation, weed spray, construct footpaths and platforms, and to carry out all other work and things reasonably necessary to exercise the Grantee's rights contained herein in respect of the Wetlands.

- (b) To gather customary food (Mahinga Kai) in the Wetlands on the Stipulated Area at such seasonal time and times of the year as such gathering commonly occurs, subject always to such limitations as to number and quantity as the Grantee in its sole discretion may decide.
- (c) To invite members of the public to enter on the Wetlands and the Stipulated Area on foot for the purposes of research, education, enjoyment and experience at such time and times of the year (acting reasonably and taking into account the Grantor's farming operations on the servient tenement) subject always to such limitations as to numbers and conditions of entry as the Grantee in its sole discretion may decide.

2.2 The Grantor and the Grantee will have the full, free, uninterrupted and unrestricted right liberty and licence at all times to go over and along areas "B" and "C" of the Stipulated Area with or without any kind of vehicle, machinery, implement or farm animal.

2.3 Subject to clause 4.1(c) The Grantor will have the full, free, uninterrupted and unrestricted right liberty and licence at all times to access and use the Stipulated Area to operate, service and maintain the Grantor's irrigation equipment, including pumps, pipes, pivots and all other equipment reasonably required for that purpose.

2.4 No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist until it is surrendered in writing.

3 MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

3.1 The costs of maintaining, repairing and replacing the fencing around the Wetlands and Stipulated Area shall be borne by the Grantor so as to protect and separate the Wetlands from the operations on the servient land.

3.2 The grantor or grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.

4 GRANTOR'S OBLIGATIONS

4.1 The Grantor will not:

- (a) build over, erect any structure, plant any shrubs, trees, pasture or crop upon or otherwise adversely affect the Wetlands and Stipulated Area;

- (b) permit any Utilities to be located within the Stipulated Area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee, such consent to be at the sole discretion of the Grantee;
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Wetlands or the Stipulated Area or do any act which obstructs the right of the Grantee's use and enjoyment of the Wetlands and Stipulated Area. If the Grantor is in breach of this obligation the Grantor shall promptly at the Grantor's expense properly and substantially repair and make good all such injury or damage. If the Grantor fails to promptly comply with this obligation then the Grantee may perform the obligation and recover any costs incurred from the Grantor.

5 GRANTEE'S RIGHTS

5.1 For the purpose of performing any duty or in the exercise of any rights implied in this Easement Instrument the Grantee may:

- (a) enter upon the servient land by the most practicable route from the nearest public road;
- (b) remain on the servient land for a reasonable time for the purposes of completing any work;
- (c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
- (d) leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
- (e) sink and make trenches and shafts on the Stipulated Area;
- (f) excavate any clay, gravel, shingle, stones, and earth from the Stipulated Area;
- (g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the Easement Facility;
- (h) generally do and perform such acts and things in or upon the Stipulated Area as may be necessary or proper for or in relation to any of the purposes of this easement.

6 LIMITATION OF LIABILITY

6.1 Any right of action which shall at any time accrue to the Grantee by reason of breach or non-observance by the Grantor of any of the covenants contained in this Easement Instrument may be enforced by the Grantee only against:

- (a) the registered proprietor for the time being of that part of the Stipulated Area in respect of which such breach or non-observance shall occur, and
- (b) the registered proprietor at the time of such occurrence,

to the intent that the liability of any registered proprietor of the Stipulated Area shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered proprietor) upon registration of a transfer of ownership.

7 DEFAULT

7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in any easement:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of seven working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the seven working day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the servient land.
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

8 DISPUTES

8.1 If any dispute arises between the parties in relation to this Easement Instrument:

- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),
 - (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand

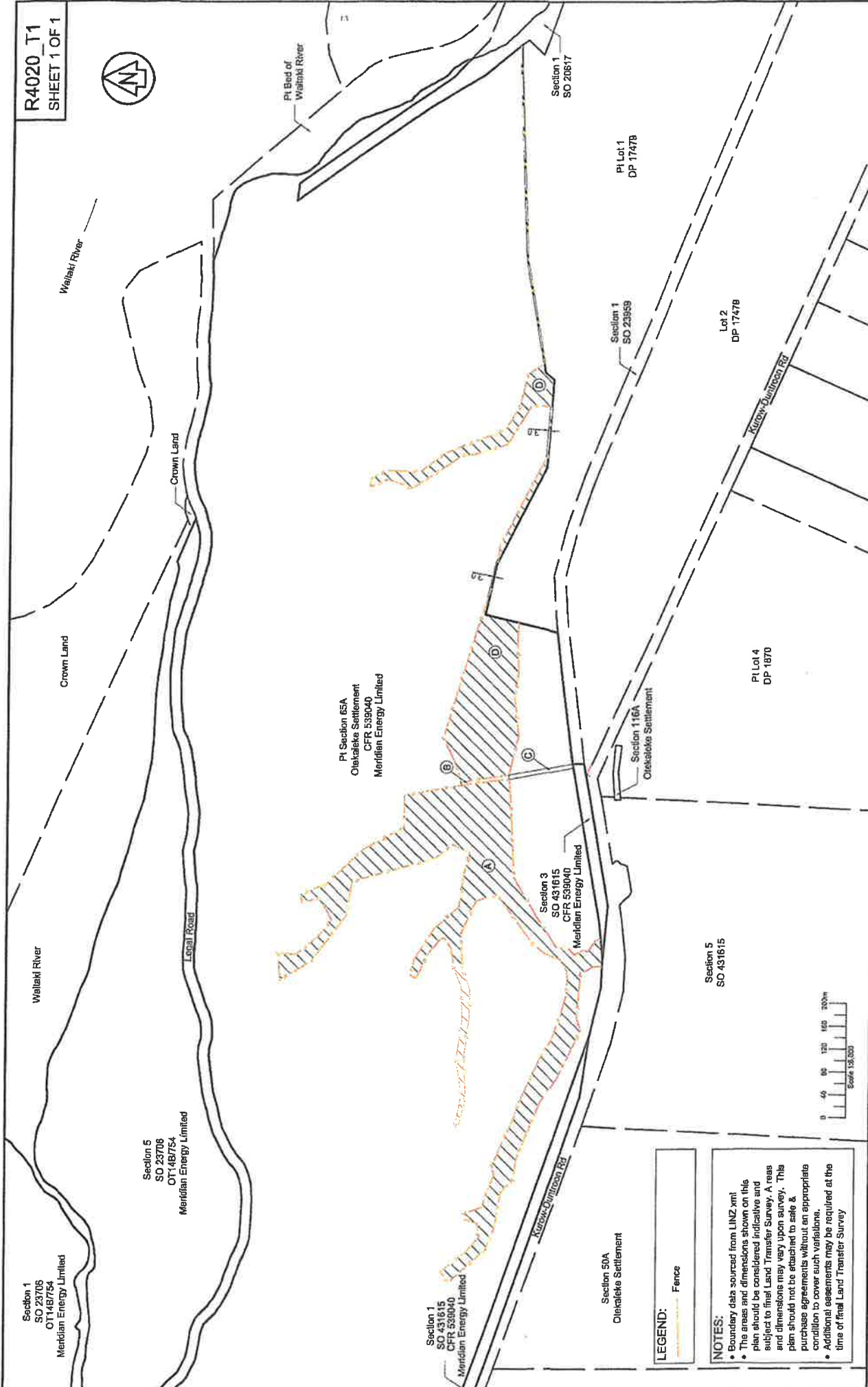
Law Society (being the New Zealand Law Society that has its headquarters closest to the land).

9 GENERAL PROVISIONS

9.1 Nothing contained or implied in this Easement Instrument shall be construed so as:

- (d) to compel the Grantee to exercise all or any of the rights granted by this Easement Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
- (e) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

R4020_T1
SHEET 1 OF 1



LEGEND: Fence

NOTES:

- Boundary data sourced from LINZ.xml
- The areas and dimensions shown on this plan should be considered indicative and subject to final Land Transfer Survey. Areas and dimensions may vary upon survey. This plan should not be attached to sale & purchase agreements without an appropriate condition to cover such variations.
- Additional easements may be required at the time of final Land Transfer Survey

<p>REVISION</p> <table border="1"> <tr> <th>NO</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ORIGINAL ISSUE</td> <td></td> </tr> </table>	NO	DESCRIPTION	DATE	1	ORIGINAL ISSUE		<p>PROFESSION</p> <p>Meridian Energy Limited</p>	<p>SCALE</p> <p>1:6000 @ A3</p>
NO	DESCRIPTION	DATE						
1	ORIGINAL ISSUE							
<p>PROPOSED EASEMENTS over Part Section 65A Otekaleke Settlement</p>		<p>DATE</p> <p>18/05/14</p>						
<p>PROJECT</p> <p>Observation Pt 2000 LIVE BY TOTAL OF 2000 CONVEYANCE</p>		<p>CLIENT</p> <p>R4020_T1</p>						
<p>OWNER</p> <p>V.W. 18/05/14</p>		<p>DATE</p> <p>XX/05/14</p>						
<p>APPROVED</p> <p>A.H.B. 18/05/14</p>		<p>DATE</p> <p>XX/05/14</p>						
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<p>SOUTHERN LAND</p> <p>SURVEYING PLANNING LAND DEVELOPMENT</p>								
<p><small>24 Dargaville Rd., Wharfedale, P.O. Box 3377, E-mail: southernland@csnz.co.nz, www.southernland.co.nz Southern Land is a registered provider of land surveying services. Southern Land is a member of the Institution of Professional Surveyors of New Zealand (IPSNZ) and is a member of the New Zealand Surveyors' Association (NZSA). Southern Land is also a member of the New Zealand Land Surveyors' Association (NZLSA). Southern Land is a member of the New Zealand Land Surveyors' Association (NZLSA). Southern Land is a member of the New Zealand Land Surveyors' Association (NZLSA).</small></p>								

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