

Appendix 6: Legal Covenant

Form B

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

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

Grantor

Judith Christine Pascoe and Ronald John Beatty

Grantee

Darfield Gun Club [or landowner TBC]

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	See Annexure Schedule 1	370020	TBC

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]~~ ~~[negatived]~~ ~~[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 1]~~

Annexure Schedule 1
Continuation of Covenant Provisions

Background

- A. A recreational small bore rifle and clay pigeon shooting club, known locally as the Darfield Gun Club (the "**Gun Club**") operates its activities from the Dominant Tenement.
- B. The Servient Tenement was subject to a rezoning request under Plan Change 24 to the Selwyn District Council, this request seeking a rezoning from Rural to large lot residential.
- C. The Gun Club lodged a submission on Plan Change 24 seeking that the rezoning be conditional on no noise complaints or restrictions on the Gun Club's shooting activities (the "**Activities**"). These Activities were described in the Grantee's submission as occurring on average twice a month with additional school shooting in the winter term.
- D. The Grantor and the Grantee have agreed that the Servient Tenement shall be subject to the covenant set out below for the benefit of the Dominant Tenement only so long as the Gun Club operates its activities from the Dominant Tenement.
- E. The purpose of the Covenant is twofold. Firstly, it is intended to prevent the Grantor from complaining about, or otherwise seeking to restrict the Gun Club's activities as described in the Grantee's submission on Plan Change 24. Secondly, the Covenant seeks to restrict the location of all new dwellings on the Grantee's land to outside the 60 dB LAF Max line identified and cross-hatched on the plan attached and entitled: "Darfield Outline Development Plan".

Operative Part

- 1 The Grantor hereby covenants and agrees with the Grantee in the manner set out below so that such covenants shall burden and run with the Servient tenement and the Grantee and the Grantor hereby request that such covenants be noted against the Computer Freehold Registers set out in Schedule A.
- 2 The Grantor covenants and agrees with the Grantee as follows:
 - a) The Grantor shall not:
 - (i) make or lodge;
 - (ii) be party to; or
 - (iii) finance or contribute to the cost of:

any application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the lawful continuation of the Activities of the Darfield Gun Club on the Dominant Tenement, including, without limitation, any action to require the owner or occupier of the Dominant Tenement to modify the Activities of the Darfield Gun Club lawfully carried out at the Dominant Tenement, **provided that:**

this covenant shall not apply if the Gun Club operates its Activities for more than twice a month over any three consecutive month period (excluding any school shooting that may occur over the winter months).
 - b) The Grantor shall not:
 - (i) Permit the construction of any additional residential dwellings on the Servient Tenement within the 60 dB LAF max contour identified and cross-hatched on the plan attached and entitled: "Darfield Outline Development Plan". For the purposes of clarity, the existing residential dwelling that is located on the Servient Tenement as at the date of registration of this land covenant will not be in breach of this land covenant.

- 3 The covenants in this instrument will immediately cease to apply to the Servient Tenement upon the Darfield Gun Club ceasing to operate its Activities from the Dominant Tenement.