

ATTACHMENT ONE – LAND USE COVENANT

Dated

2005

BETWEEN [REDACTED] CHARLES TROUNCE, GRACE ELLEN TODD and PAMELA
MARGARET TROUNCE as Trustees of The Oscar Trounce and The Paul
Trounce Family Trusts

“the Trusts”

A N D [REDACTED] EITH CORBETT and JACQUELINE CORBETT

“Objector”

A N D [REDACTED] JOHN GILES and BARBARA JANE GILES

“Objector”

A N D WAIMAKARIRI DISTRICT COUNCIL

“the Council”

AGREEMENT

PHILIP DAVIES
Solicitor
Christchurch

dd/trounce-agmt

THIS AGREEMENT is made this day of 2005

BETWEEN ~~OSCAR CHARLES TROUNCE, GRACE ELLEN TODD and
JANELA MARGARET TROUNCE as Trustees of The Oscar
Trounce and The Pam Trounce Family Trusts ("the Trusts")~~

A N D ~~KEITH and JACQUELINE CORBET~~ ("Objector")

A N D ~~VOR JOHN GILES and BARBARA JANE GILES~~ ("Objector")













A N D WAIMAKARIRI DISTRICT COUNCIL ("the Council")


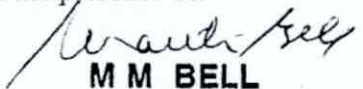


WHEREAS


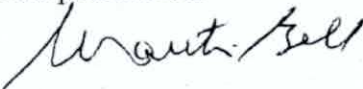


1. The Trusts have filed proceedings in the Environment Court against the Council under number C0139/04.
2. The Objectors are parties to that proceeding.
3. The parties agreed to mediate their differences and such mediation took place on 22nd October and 3rd November 2004 before Commissioner Grigg as Mediator.
4. The parties have agreed on terms of settlement of the Appeal and wish to further record that agreement in writing.
 - (i) The Trusts shall be entitled to erect a dwelling on Lot 1 of the subdivided land on a building site no closer than 150 metres to the boundary with the Giles leased land, and 100 metres from the Regional Council land (CB 518/190).
 - (ii) The Trusts agree to provide an air-conditioning unit in the house created on Lot 1.
 - (iii) The Trusts agree to plant trees or shelter belt on Lot 1 within the area between the house and the effluent spreading area.
 - (iv) The Trusts agree that they will covenant Lots 2, 3 and 6 to the effect that there shall be no application made on these Lots for land use or building consent for a residential dwelling for a period of three (3) years from the date of this agreement.
 - (v) The parties agree that land use consents will be granted in the form attached to this agreement attached and signed by Victoria Caseley for the Council (Schedule 1).
 - (vi) The Trusts agree to a covenant being registered against the title to Lot 1 when issued in the form attached as Schedule 2.

97. P.T. [Signature] J.W.C. A.R.C. [Signature] 909

(vii) Immediately this agreement is executed by the parties the Appeal shall be disposed of on the basis of a Consent Order to give effect to Schedule 1 between the parties noting each party shall bear its (their) own costs to date.

SIGNED on behalf of the Trusts by) 
) O C Trounce
)
) 
) 
)
) 
) 
PHILIP MURRAY DAVIES
SOLICITOR
CHRISTCHURCH

SIGNED by KEITH CORBETT) 
and JACQUELINE CORBETT) K Corbett
in the presence of:)
) 
M M BELL) 
Solicitor
CHRISTCHURCH

SIGNED by IVOR JOHN GILES) 
and BARBARA JANE GILES) I J Giles
in the presence of:)
) 
M M BELL) 
Solicitor
CHRISTCHURCH

SIGNED on behalf of the)
WAIMAKARIRI DISTRICT)
COUNCIL by)

SCHEDULE 1
HEADS OF AGREEMENT

Between: ~~DC & PM Trowace Family Trust (The Trust)~~
and Waimakariri District Council
and ~~K & J W Corbett~~
and ~~J & B J Giles~~

On RMA 139/04

being A land use consent application to erect a dwelling, with non-reticulated services, within the 250m separation distance of where farm effluent is spread, on Lot 1 (4.0ha) being a subdivision of RS's 5635, 5707 and Pt RS4481 at 134-150 Mandeville Road, Mandeville.

A land use consent application to erect a dwelling, with non-reticulated services, a minimum of 10m from the legal road boundaries, on Lot 4 (4.0ha) being a subdivision of RS's 5635, 5707 and Pt RS 4481 at 134-150 Mandeville Road, Mandeville.

A land use consent application to erect a dwelling, with non-reticulated services, on Lot 5 (4.0ha) being a subdivision of RS's 5635, 5707 and Pt RS 4481 at 134-150 Mandeville Road, Mandeville.

Conditions (undrafted state)

- 1/ In accordance with plan (Plan needs to be supplied to show building platforms on Lots 1 and 4)
- 2/ Dwellings Lots 4 and 5 outside 250m setback shown on Cornell Wagner Plan
- 3/ Dwelling on lot 4 setback min 10m from road boundaries
- 4/ Septic tank conditions
 - 5/ Water supply conditions
 - 6/ Inspection condition

W. Casley

[Signature] P. M. Trowace
[Signature] K. Corbett
[Signature] J. & B. J. Giles

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

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

~~OSCAR CHARLES TROUNCE and GRACE ELLEN TODD~~
~~PAMELA MARGARET TROUNCE and GRACE ELLEN TODD~~

Grantee

Surname(s) must be underlined or in CAPITALS.

CANTERBURY REGIONAL COUNCIL

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 day of 2005

Attestation

	Signed in my presence by the Grantor
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantee	

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

[Solicitor for] the Grantee

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

909 KRC INC [Handwritten initials and numbers]

Same as previous page?

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

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

~~HEAR CHARLES TROUNCE and GRACE ELLEN TODD~~
~~PAMELA MARGARET TROUNCE and GRACE ELLEN TODD~~

Grantee

Surname(s) must be underlined or in CAPITALS.

~~CANTERBURY REGIONAL COUNCIL~~

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 _____ day of _____ 2005

Attestation

	Signed in my presence by the Grantor
	Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

	Signed in my presence by the Grantee
	Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

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

[Solicitor for] the Grantee

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

900 KRC JMC P.T. 57

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)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		CB192361	CB518/190

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] [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 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

909 KRC JWC HB ST PT 07

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)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		CB192362 CB192363 CB192366	CB 518/190

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] [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 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

Handwritten signatures and initials: gne KRC JBC [initials] PT. S.T.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Dated _____

Page _____ of _____ Pages

Continuation of "Covenant Provisions"

Explanation

1. The Grantor is the registered proprietor of the land contained in Certificate of Titles CB192361 of the Canterbury Land Registry ("servient tenement").
2. The Grantee is the registered proprietor of the land contained in Certificate of Title CB518/190 of the Canterbury Land Registry ("dominant tenement").
3. ~~For John Giles and Barbara Jane Giles~~ ("the Lessee") lease the dominant tenement from the Grantee pursuant to an unregistered lease. There is an agreement in relation to part of the dominant tenement between the Lessee and ~~Keith Roger Corbett and Jacqueline Wendy Corbett~~ ("the Pig Farmers") whereby Pig Farmers are allowed to keep pigs on the dominant tenement area and to spread effluent thereon.
4. The Pig Farmers undertake an activity of housing pigs on part of the dominant tenement and furthermore undertake an activity of effluent spreading on part of the dominant tenement ("the Activities").
5. Issues of reverse sensitivity have arisen or may arise in relation to the activities carried out by the Lessees or the sublessees or any one of them pursuant to an existing use right enjoyed by them on the dominant tenement. The activities which may cause concern are effluent spreading and pig accommodation.
6. It is the Grantor's intention to create for the **benefit** of the dominant tenement the **land covenants** set out in Schedule C over the servient tenement to the intent that the servient tenement will be bound by the stipulations and restrictions set out in Schedule C and that the owners and occupiers for the time being of the dominant tenement may enforce the observance of such stipulations against the owner or owners for the time being of the servient tenement.

Agreement

7. SO AS TO bind the servient tenement and for the benefit of the dominant tenement the Transferee HEREBY COVENANTS AND AGREES in the manner set out in Schedule C so that the covenants are limited in duration to the term during which the effluent spreading and pig farming activity is carried out on the dominant tenement.

Request

8. The Grantor and the Grantee HEREBY REQUEST that the land covenants in Schedule C herein be entered on the Register, and noted on the titles.

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.

995 KRC JWC HG 57-1

Insert below
"Mortgage", "Transfer", "Lease" etc

Dated

Page of Pages

SCHEDULE C : LAND COVENANTS

1. The Grantor shall not:
 - (a) make or lodge; or
 - (b) be party to; or
 - (c) finance or contribute to the cost ofany complaint, application, or other proceeding (either pursuant to the Resource Management Act 1991 ("Act") or otherwise) designed or intended to limit, prohibit, or restrict the carrying on by the Grantees or by the Lessees or by other duly authorised agents of any permitted activities or any activities permitted by a Resource Consent or any existing use on the dominant tenement or any part thereof, provided that such activities carried out in accordance with the terms, standards or conditions applicable to such permitted activity, resource consent, or existing use.
2. In the case of any expansion after the date of the covenant of any such activities which were carried out by the Grantees (or by the Lessees or their duly authorised agents) prior to the date of this covenant, or in the case of any alteration to the accommodation of animals housed on the dominant tenement that is required to bring about changes introduced by the animal welfare code, the Grantor shall not:
 - (a) make or lodge; or
 - (b) be party to; or
 - (c) finance or contribute to the cost ofany complaint, application, or other proceeding (either pursuant to the Resource Management Act 1991 ("Act") or otherwise) designed or intended to limit, prohibit, or restrict any such expansion on the basis that such expansion would be incompatible with the dwellinghouse (houses) on the servient tenement, provided that the effects on the servient tenement of such activities including any proposed expansion will be no greater than the effects of activities which were lawfully established at the date of this covenant.
3. "Permitted Activities" and "resource consent" shall have the meanings as defined in s2 of the Act. "Existing use" shall have the meaning attributed to it in s10 of the Act.
4. If any dispute shall arise as to any condition contained within these covenants, the matter shall be referred to arbitration by a single arbitrator in terms of the Arbitration Act 1996.
5. The covenant shall be binding upon the owners and successive owners in title to the land.

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.

909 R.R. J.W. D.L. 5.7.97

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

[]

Dated []

Page [] of [] Pages

Third parties' consent:

The Lessee hereby confirms that the terms of this document are acceptable.

Signed by the Lessee)
[Redacted])
[Redacted])
in the presence of:)

The Pig Farmers hereby confirm that the terms of this document are acceptable.

Signed by the Pig Farmers)
[Redacted])
[Redacted])
in the presence of:)

pty/annes-giles

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.

990 LRC [Signature] P.T. S.T.

ATTACHMENT TWO – COPY OF LEAFLET

Attachment Two.

SICK OF THE PIG S*#T SMELL !!!

If you are sick of the "pig waste" smell, when the farmer spreads pig waste on paddocks... then ~~we~~ we, as neighbours, need to band together and register our complaints.

The farmer does have consent, to spread, on his paddocks. But his consent does not allow him to pollute the air.

If this smell is offensive to you, please call ... Environment Canterbury (ECAN) on 0800 765 588 (24/7)

And register your complaint about this offensive smell.

Thank you

ATTACHMENT THREE – LETTER OF APOLOGY



ATTACHMENT THREE

Valuation Number: 2173096000

25 June 2012

[REDACTED]
[REDACTED]
RD 2
KAIAPOI

Dear Jacqui

Thank you for your enquiry regarding the issuing of resource consent RC115299 which granted consent for the erection of a dwelling within the setbacks from an intensive farming operation. The consent concerns a property at 50 Chiltons Road.

The consent was processed as a controlled activity in accordance with Rule 31.17/of the District Plan. Unfortunately the planner that processed this consent was unaware of the consent order issued by the Environment Court which amended this rule adding a clause whereby the written approval of affected persons is required in order for such an application to be processed as a 'controlled' activity. Due to this amendment the applicants should have sort your consent as an affected party, or alternatively if they did not wish to seek your consent the application would have been processed as a 'discretionary activity (restricted)'. As a discretionary activity (restricted) the Council may or may not have required your written approval depending upon the dwellinghouse location, existing and proposed planting, prevailing wind direction, as well as a consideration of the intensive farming activity.

Please accept my apologies for this error. The plan is to be updated to incorporate the consent order issued by the Environment Court to ensure that such a mistake will not be repeated.

If you have any questions regarding the above, please do not hesitate to contact me on (03) 311-8900 ext 8850 or 021 480 768

Yours sincerely

PP.

Victoria Caseley
DISTRICT PLAN MANAGER

