



ROSSBURN

REVERSE SENSITIVITY LAND COVENANT

ROSSBURN DEVELOPMENT - BLOCK A



Harmans
LAWYERS

ANNEXURE SCHEDULE 1

1. DEFINITIONS & INTERPRETATION

1.1 **Definitions:** In this Instrument, unless the context otherwise requires:

Benefited Land means the land described in Schedule A as the benefited land which has the benefit of the covenants set out in this Instrument;

Burdened Land means the land described in Schedule A as the burdened land which is subject to the covenants set out in this Instrument;

Farming Activities means the lawful use of the Benefited Land for pastoral farming, dairy farming, agriculture, horticulture and associated rural activities, whether presently undertaken or reasonably undertaken in the future, including (without limitation):

- a) grazing, mustering, handling and movement of livestock;
- b) milking and dairy farming operations;
- c) cultivation, ploughing, discing, harrowing, grubbing and direct drilling;
- d) sowing, re-sowing and harvesting pasture, crops and fodder;
- e) irrigation and operation of irrigation systems;
- f) fertiliser application and lawful agrichemical application;
- g) operation, maintenance and repair of drains, races, fences and farm infrastructure;
- h) operation of tractors, harvesters, trucks, motorbikes, utility vehicles and other farm machinery and equipment;
- i) loading and unloading of livestock, produce and supplies;
- j) storage and handling of feed, fertiliser, silage, hay and agricultural products;
- k) operation of pumps, generators and other farm plant;
- l) any ancillary or incidental activity reasonably associated with efficient farming of the Benefited Land; and
- m) any reasonable change in farming methods, intensity or farming practice from time to time.

Instrument means this instrument including all Annexure Schedules attached to it;

Working Days has the meaning given to that term in the Property Law Act 2007.

1.2 **Interpretation:** In the following covenants:

- a) headings are for ease of reference only. They do not form part of any covenant and do not affect the meaning of any covenant;
- b) words imputing the singular include the plural, and vice versa;
- c) a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- d) this Instrument binds and benefits the parties, and their executors, successors and assigns in perpetuity (unless a specific expiry date applies), and also binds any lessee or occupier of the Burdened Land; and
- e) a reference to a statute includes:
 - i. all regulations under that statute;
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.

2. REVERSE SENSITIVITY COVENANTS

Covenants: The Covenantor covenants for itself and its successors in title with the Covenantee as follows:

2.1 The Covenantor acknowledges that:

- a) the Benefited Land is intended to continue to be used for Farming Activities;
- b) Farming Activities are an ordinary and expected use of rural land; and
- c) such activities may occur at varying times of the day or year depending on seasonal and operational requirements.

2.2 The Covenantor accepts that Farming Activities may generate effects including, without limitation:

- a) noise;
- b) dust;
- c) odours;
- d) smoke (where lawfully generated);
- e) vibration;
- f) artificial lighting;
- g) vehicle and machinery movements;
- h) operation of irrigation equipment and pumps;
- i) livestock noise;
- j) the movement and handling of stock; and
- k) other effects normally associated with lawful farming operations.

2.3 The Covenantor shall not object to, interfere with, oppose or seek to restrain the carrying out of lawful Farming Activities on the Benefited Land solely because those activities generate the effects referred to in clause 2.2.

2.4 The Covenantor shall not bring or support any claim in nuisance or similar proceeding against the owner or occupier of the Benefited Land arising solely from the ordinary and lawful conduct of Farming Activities.

2.5 Nothing in this covenant limits any right of the Covenantor where Farming Activities are:

- a) unlawful;
- b) carried out negligently;
- c) in breach of any applicable resource consent or statutory requirement; or
- d) conducted in a manner that falls outside accepted farming practice.

2.6 The registered proprietor of the Burdened Land shall:

- a) draw this covenant to the attention of all purchasers, tenants, licensees and occupiers of the Burdened Land; and
- b) ensure that any lease or licence of the Burdened Land is expressed to be subject to this covenant.

3.0 RUNNING WITH THE LAND

3.1 This covenant shall:

- a) benefit the Benefited Land and every part of it;
- b) burden each lot comprising the Burdened Land;
- c) bind the Covenantor and every successor in title to the Burdened Land; and
- d) remain in force until the Benefited Land permanently ceases to be used for bona fide farming, agricultural or horticultural purposes.

4.0 ENFORCEMENT

4.1 The owner for the time being of the Benefited Land may enforce this covenant against the registered proprietor for the time being of any part of the Burdened Land.

5.0 REGISTRATION

5.1 The parties acknowledge that this covenant is intended to be registered against the records of title for the Burdened Land for the benefit of the Benefited Land and shall run with both the burdened and benefited land.