

**BEFORE THE NEW PLYMOUTH DISTRICT COUNCIL APPOINTED
INDEPENDENT HEARINGS COMMISSIONER GINA SWEETMAN**

IN THE MATTER

of the Resource
Management Act 1991
("RMA")

AND

IN THE MATTER OF

Section 357 objection to
the decline of a non-
notified subdivision
consent SUB22/48013
at 118 Wortley Road,
Lepperton, New
Plymouth

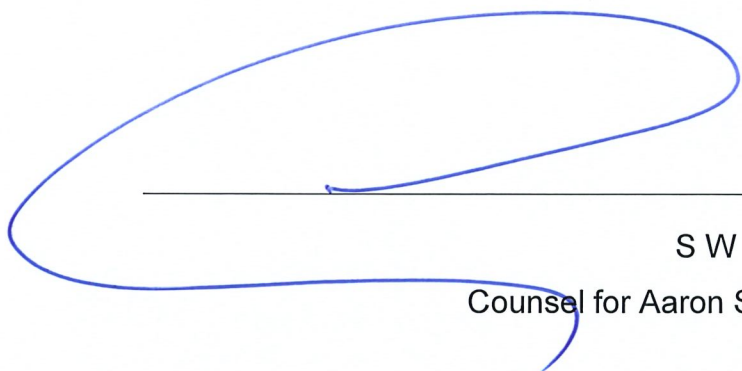
**MEMORANDUM OF COUNSEL
FOR THE APPLICANT AARON STEPHENS**

Connect Legal Taranaki
LAWYERS
Private Bag 2031
DX NX10021
NEW PLYMOUTH
Telephone No. 06 769 8080
Fax No. 06 757 9852
Email: scottg@connectlegal.co.nz
Lawyer Acting: SWA Grieve

MAY IT PLEASE THE COMMISSIONER:

1. Counsel and the Applicant would like to thank the Commissioner for Minute # 2 dated 4 November 2025 and the Commissioner's helpful suggestion to seek engagement with the Council on the potential alternative scheme plan and suite of conditions.
2. The Applicant's expert planning consultant (Mr Chris Rendall) has been in touch with the Council's processing planner (Ms Nicola Laurenson) in respect of same - and has been advised that Mr Rendall and Ms Laurenson have agreed to schedule conferencing to discuss the potential alternative scheme plan and suite of conditions at 11.30am until 1pm on Tuesday 11 November 2025.
3. In that regard, and having had the opportunity to consider further the Commissioner's questions in the 1st Minute dated 17 October 2025 – in paragraph 4, bullet point 4 the Commissioner asked "Is it vires to impose conditions on a resource consent that prevents further subdivision or land use consents?"
4. In respect of same counsel is instructed to advise that the Applicant is happy to volunteer such conditions (on an *Augier* basis) – as has been confirmed as between counsel and the Applicant (and counsel understands the Applicant had advised the Council about that on a prior occasion). The Applicant, in this context, agrees with any such conditions being imposed in terms of section 108AA(1)(a) of the RMA (if consent is granted).
5. Counsel is further instructed that the Applicant has already agreed with Tegel to impose reverse sensitivity conditions on titles via a covenant (if subdivision consent is granted) regarding chicken farming activities – see details **attached** that have been supplied to counsel by the Applicant; the terms and conditions of which have already been agreed to as between the Applicant and Tegel.
6. Finally, in terms of the abovementioned conferencing arranged for Tuesday 11 November 2025, counsel is advised by Mr Rendall that Ms Laurenson has advised him that Mr Richard Watkins (being the Council officer who made the decision which is now the subject of the Applicant's Objection) might also attend that conferencing meeting; – but counsel and Mr Rendall are unsure as to what role Mr Watkins would play in that process (being to discuss the alternative plan and conditions of consent) and seek clarification in respect of same?
7. Counsel looks forward to receiving any further directions from the Commissioner at any time (if any).

Dated at New Plymouth this 7th day of November 2025



S W A Grieve
Counsel for Aaron Stephens

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Aaron William Stephens and Tara Maree Stephens

Covenantee

Tegel Foods Limited

Grant of covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in Annexure Schedule A.

Schedule A

Purpose) of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Burdened Land	Lot 1 Deposited Plan 452310 (RT 578104)	In gross

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in:
Annexure Schedule B

Annexure Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A The Covenantor is registered as the proprietor of the Burdened Land.
- B The Burdened Land is in the vicinity of the land legally described as Lot 2 Deposited Plan 484305 comprised in record of title 685837, Lot 2 Deposited Plan 428715 comprised in record of title 512664, Lot 3 Deposited Plan 428715 comprised in record of title 512665, Lot 4 Deposited Plan 428715 comprised in record of title 512666, Lot 5 Deposited Plan 428715 comprised in record of title 512667 and Lot 6 Deposited Plan 428715 comprised in record of title 512668 which is used by the Covenantee as a poultry production facility (**Poultry Facility Land**).
- C The Covenantor acknowledges the importance to the Covenantee of bio-security to the operations that the Covenantee undertakes on the Poultry Facility Land. Therefore, the Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants as set out in this Instrument to protect the Poultry Facility Land from bio-security risks.
- D The Covenantor and Covenantee have also agreed that the Covenantee is entitled to undertake its poultry production activities on the Poultry Facility Land without objection or complaint, on the terms set out in this Instrument.

1. Interpretation

1.1. For the purposes of this Instrument:

- (a) **Application** means any planning proposal or approval process under the RMA or other legislation which enables or facilitates the use of the Poultry Facility Land as a poultry facility and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables the use of the Poultry Facility Land as a poultry facility;
 - (iii) any planning or approval process under any legislation which facilitates the use of the Poultry Facility Land as a poultry facility.
- (b) **Consent Activity** means each of the activities set out in Part 2 of Annexure Schedule C;
- (c) **Covenants** means the covenants set out in this Instrument;
- (d) **Covenantee** means the Covenantee named on the front page of this Instrument or any successor nominated by it for the purposes of this Instrument;

- (e) **Covenantor** means at any time the registered proprietors of the Burdened Land (or the registered proprietor of land contained in a title that is issued as a result of the subdivision or consolidation such land) and each is a **Covenantor**;
- (f) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan;
- (g) **Instrument** means the front pages of this Instrument together with all Annexure Schedules attached to it;
- (h) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise;
- (i) **Prohibited Activity** means each of the activities set out in Part 1 of Annexure Schedule C;
- (j) **Planning Proposal** means to any Application for, or in relation to, the use of the Poultry Facility Land as a poultry facility;
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body having jurisdiction over the land referred to in this Instrument; and
- (l) **RMA** means the Resource Management Act 1991.

1.2. For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) 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;
- (c) references to the parties are references to the Covenantor and the Covenantee;
- (d) where this Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally;
- (e) this Instrument binds or benefits the parties and their heirs, executors, successors and assignees in perpetuity;
- (f) references to clauses are to those named in this Instrument;
- (g) headings are for convenience only and do not affect interpretation;
- (h) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute; and
- (i) a reference to "written" or "writing" includes email communications.

2. Specific Covenants

2.1. The Covenantor covenants that:

- (a) it will not do, or permit to be done, any Prohibited Activity on the Burdened Land;
- (b) it will obtain the Covenantee's consent in writing prior to doing, or permitting to be done, any Consent Activity on the Burdened Land; and
- (c) if there is any doubt as to whether an activity on, or use of, the Burdened Land is a Prohibited Activity or a Consent Activity, the Covenantor will obtain the Covenantee's written consent to such activity on, or use of, the Burdened Land prior to commencing that activity on, or use of, the Burdened Land.

2.2. The Covenantor acknowledges and accepts that the Burdened Land is capable of being adversely affected by the Covenantee's use of the Poultry Facility Land as a poultry facility and accordingly the Covenantor covenants and agrees:

- (a) not to Lodge any Submission in relation to any Planning Proposal lodged by or with the written approval of the Covenantee and further, if called upon to do so, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) to give (and hereby gives) the Covenantor's Written Approval for any Planning Proposal referred to in clause 2.2(a). The Covenantor shall provide any necessary further written approval to any such Planning Proposal if requested by the Covenantee and in the event of failing to do so the Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) not to complain, not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the poultry facility on the Poultry Facility Land in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to the Burdened Land, negligence, or interference with the Burdened Land or otherwise;
- (d) not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Covenantor itself would breach paragraphs (a) or (c) above;
- (e) to require all tenants, lessees, holders of unregistered interests, licence holders, or any other party holding rights of use and/or occupation (whether registered or not and whether interest in the land or not) in relation to the Burdened Land and their respective successors in title and assigns of any estate or interest in the Burdened Land to comply with the covenants in paragraphs (a), (c) and (d) above; and
- (f) to include in every lease, tenancy agreement, licence and any other document relating to the use or occupation of the Burdened Land an acknowledgement by the user or occupier that the Covenantee operates a poultry facility in the vicinity of the Burdened Land and that it is a condition of use or occupation that the obligations at paragraphs (a), (c) and (d) above be complied with by the user or occupier, and to require compliance with such obligations. Further, if called upon to do so by the Covenantee, the Covenantor will procure any such party to enter into a deed of covenant on the same terms paragraphs (a), (c) and (d) above for the benefit of the Covenantee.

3. General Covenants

- 3.1. Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that contemporaneously with the acquisition of any interest in the Burdened Land all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered proprietor of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any antecedent breach following the transfer of the Burdened Land).
- 3.2. Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Instrument.
- 3.3. If at any time any part or provision of this Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - (a) that part or provision shall be severed from this Instrument;
 - (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Instrument; and
 - (c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Instrument.
- 3.4. The Covenantor acknowledges that this Instrument has been granted for valuable consideration received, in full compensation for the grant of this Instrument and therefore covenants with the Covenantee:
 - (a) not to seek to discharge, surrender, lapse, withdraw or remove in any manner whatsoever this Instrument;
 - (b) not to seek to have this Instrument removed from the record of title to the Burdened Land due to any lack of proximity between the Burdened Land and the Poultry Facility Land; and
 - (c) to always act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement covenant) and/or easement, land covenant or charge whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Covenantor and Covenantee.
- 3.5. Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.

4. Costs

- 4.1. The Covenantor covenants with the Covenantee:
 - (a) to pay all legal costs and disbursements in respect of:

- (i) the preparation, execution, registration, enforcement, attempted enforcement and any ultimate release of this Instrument;
 - (ii) any consents sought by the Covenantor from the Covenantee to the registration of any instrument against the Burdened Land; and
 - (iii) ensuring, or attempting to ensure, the performance and observance by the Covenantor of its obligations under this Instrument including legal costs on a solicitor/client basis; and
- (b) to otherwise indemnify the Covenantee against any claims, loss and expense of whatever kind incurred by the Covenantee as a consequence of any breach by the Covenantor of any of its obligations set out in this Instrument.

Annexure Schedule C

PART 1

Prohibited Activities on the Burdened Land

Any activity or use which involves:

- Poultry;
- Pigs;
- Ostriches and other large scale avian species;
- Commercial worm farming;
- The use of poultry manure;
- The application of animal-based fertilisers or wastewater at an agricultural-scale.; or
- Or any other activity which reasonably poses a bio-security risk to the poultry facility on the Poultry Facility Land and as notified from time to time by the Covenantee to the Covenantor in writing.

PART 2

Consent Activities on the Burdened Land

Activities requiring the Covenantee's consent on the Burdened Land:

- Spraying of weeds at an agricultural scale;
- Use of insecticide spray;
- Spreading or handling of fertiliser (as the dust from large-scale spreading of fertiliser may enter the shed and affect bird health and welfare); or
- Or any other activity which reasonably poses a bio-security risk to the poultry facility on the Poultry Facility Land and as notified from time to time by the Covenantee to the Covenantor in writing.

For the avoidance of doubt, in the case of each Consent Activity, the Covenantee may provide written consent either:

1. 'in principle' as to the type of spray or fertiliser, rate of application and location of application; or
 2. for each occasion of spraying or spreading,
- such decision to be at the discretion of the Covenantee.

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Aaron William Stephens and Tara Maree Stephens

Covantee

Tegel Foods Limited

Grant of covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in Annexure Schedule A.

Schedule A

Purpose) of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Burdened Land	Lot 1 Deposited Plan 452310 (RT 578104)	In gross

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B

Annexure Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

A The Covenantor is registered as the proprietor of

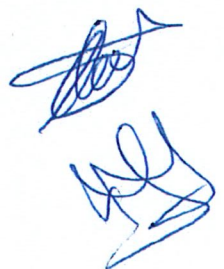
the Burdened Land.

- b The Burdened Land is in the vicinity of the land legally described as Lot 2 Deposited Plan 484305 comprised in record of title 685837, Lot 2 Deposited Plan 428715 comprised in record of title 512664, Lot 3 Deposited Plan 428715 comprised in record of title 512665, Lot 4 Deposited Plan 428715 comprised in record of title 512666, Lot 5 Deposited Plan 428715 comprised in record of title 512667 and Lot 6 Deposited Plan 428715 comprised in record of title 512668 which is used by the Covenantee as a poultry production facility (**Poultry Facility Land**).
- c The Covenantor acknowledges the importance to the Covenantee of bio-security to the operations that the Covenantee undertakes on the Poultry Facility Land. Therefore, the Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants as set out in this Instrument to protect the Poultry Facility Land from bio-security risks.
- d The Covenantor and Covenantee have also agreed that the Covenantee is entitled to undertake its poultry production activities on the Poultry Facility Land without objection or complaint, on the terms set out in this Instrument.

1. Interpretation

1.1. For the purposes of this Instrument:

- (a) **Application** means any planning proposal or approval process under the RMA or other legislation which enables or facilitates the use of the Poultry Facility Land as a poultry facility and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);



- (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables the use of the Poultry Facility Land as a poultry facility;
- (iii) any planning or approval process under any legislation which facilitates the use of the Poultry Facility Land as a poultry facility.
- (b) **Consent Activity** means each of the activities set out in Part 2 of Annexure Schedule C;
- (c) **Covenants** means the covenants set out in this Instrument;
- (d) **Covantee** means the Covantee named on the front page of this Instrument or any successor nominated by it for the purposes of this Instrument;
- (e) **Covenantor** means at any time the registered proprietors of the Burdened Land (or the registered proprietor of land contained in a title that is issued as a result of the subdivision or consolidation such land) and each is a **Covenantor**;
- (f) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan;
- (g) **Instrument** means the front pages of this Instrument together with all Annexure Schedules attached to it;
- (h) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect



of any Planning Proposal whether as a party, surrogate or otherwise;

- (i) **Prohibited Activity** means each of the activities set out in Part 1 of Annexure Schedule C;
- (j) **Planning Proposal** means to any Application for, or in relation to, the use of the Poultry Facility Land as a poultry facility;
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body having jurisdiction over the land referred to in this Instrument; and
- (l) **RMA** means the Resource Management Act 1991.

1.2. For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) 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;
- (c) references to the parties are references to the Covenantor and the Covenantee;
- (d) where this Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally;
- (e) this Instrument binds or benefits the parties and their heirs, executors, successors and assignees in perpetuity;
- (f) references to clauses are to those named in this Instrument;
- (g) headings are for convenience only and do not affect interpretation;
- (h) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws



varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute; and

- (i) a reference to "written" or "writing" includes email communications.

2. Specific Covenants

2.1. The Covenantor covenants that:

- (a) it will not do, or permit to be done, any Prohibited Activity on the Burdened Land;
- (b) it will obtain the Covenantee's consent in writing prior to doing, or permitting to be done, any Consent Activity on the Burdened Land; and
- (c) if there is any doubt as to whether an activity on, or use of, the Burdened Land is a Prohibited Activity or a Consent Activity, the Covenantor will obtain the Covenantee's written consent to such activity on, or use of, the Burdened Land prior to commencing that activity on, or use of, the Burdened Land.

2.2. The Covenantor acknowledges and accepts that the Burdened Land is capable of being adversely affected by the Covenantee's use of the Poultry Facility Land as a poultry facility and accordingly the Covenantor covenants and agrees:

- (a) not to Lodge any Submission in relation to any Planning Proposal lodged by or with the written approval of the Covenantee and further, if called upon to do so, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) to give (and hereby gives) the Covenantor's Written Approval for any Planning Proposal referred to in clause 2.2(a). The Covenantor shall provide any necessary further written approval to any such Planning Proposal if requested by the Covenantee and in the event of failing to do so



the Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;

- (c) not to complain, not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the poultry facility on the Poultry Facility Land in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to the Burdened Land, negligence, or interference with the Burdened Land or otherwise;
- (d) not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Covenantor itself would breach paragraphs (a) or (c) above;
- (e) to require all tenants, lessees, holders of unregistered interests, licence holders, or any other party holding rights of use and/or occupation (whether registered or not and whether interest in the land or not) in relation to the Burdened Land and their respective successors in title and assigns of any estate or interest in the Burdened Land to comply with the covenants in paragraphs (a), (c) and (d) above; and
- (f) to include in every lease, tenancy agreement, licence and any other document relating to the use or occupation of the Burdened Land an acknowledgement by the user or occupier that the Covenantee operates a poultry facility in the vicinity of the Burdened Land and that it is a condition of use or occupation that the obligations at paragraphs (a), (c) and (d) above be complied with by the user or occupier, and to require compliance with such obligations. Further, if called upon to do so by the Covenantee, the Covenantor will procure any such party to enter into a deed of covenant on the same terms paragraphs (a), (c) and (d) above for the benefit



of the Covenantee.

3. General Covenants

3.1. Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that contemporaneously with the acquisition of any interest in the Burdened Land all such successors in title become bound to comply with this Instrument.

However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered proprietor of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any antecedent breach following the transfer of the Burdened Land).

3.2. Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Instrument.

3.3. If at any time any part or provision of this Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:

- (a) that part or provision shall be severed from this Instrument;
- (b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Instrument; and
- (c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Instrument.

3.4. The Covenantor acknowledges that this Instrument

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The top signature is a cursive scribble, and the bottom signature is a more stylized, angular scribble.

has been granted for valuable consideration received, in full compensation for the grant of this Instrument and therefore covenants with the Covenantee:

- (a) not to seek to discharge, surrender, lapse, withdraw or remove in any manner whatsoever this Instrument;
- (b) not to seek to have this Instrument removed from the record of title to the Burdened Land due to any lack of proximity between the Burdened Land and the Poultry Facility Land; and
- (c) to always act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement covenant) and/or easement, land covenant or charge whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Covenantor and Covenantee.

3.5. Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.

4. Costs

4.1. The Covenantor covenants with the Covenantee:

- (a) to pay all legal costs and disbursements in respect of:
 - (i) the preparation, execution, registration, enforcement, attempted enforcement and any ultimate release of this Instrument;
 - (ii) any consents sought by the Covenantor from the Covenantee to the registration of any instrument against the Burdened Land; and
 - (iii) ensuring, or attempting to ensure, the performance and observance by the



Covenantor of its obligations under this Instrument including legal costs on a solicitor/client basis; and

- (b) to otherwise indemnify the Covenantee against any claims, loss and expense of whatever kind incurred by the Covenantee as a consequence of any breach by the Covenantor of any of its obligations set out in this Instrument.

Annexure Schedule C

PART 1

Prohibited Activities on the Burdened Land

Any activity or use which involves:

- Poultry;
- Pigs;
- Ostriches and other large scale avian species;
- Commercial worm farming;
- The use of poultry manure;
- The application of animal-based fertilisers or wastewater at an agricultural-scale.; or
- Or any other activity which reasonably poses a bio-security risk to the poultry facility on the Poultry Facility Land and as notified from time to time by the Covenantee to the Covenantor in writing.

PART 2

Consent Activities on the Burdened Land

Activities requiring the Covenantee's consent on the Burdened Land:

- Spraying of weeds at an agricultural scale;
- Use of insecticide spray;
- Spreading or handling of fertiliser (as the dust from large-scale spreading of fertiliser may enter the shed and affect bird health and welfare); or



- Or any other activity which reasonably poses a bio-security risk to the poultry facility on the Poultry Facility Land and as notified from time to time by the Covenantee to the Covenantor in writing.

For the avoidance of doubt, in the case of each Consent Activity, the Covenantee may provide written consent either:

1. 'in principle' as to the type of spray or fertiliser, rate of application and location of application; or
2. for each occasion of spraying or spreading, such decision to be at the discretion of the Covenantee.

Statutory Acknowledgement

Dated: 14 January 2025.
Tara Marie Stephens
MS Stephens