

View Instrument Details



Instrument No 12727469.11
Status Registered
Date & Time Lodged 09 November 2023 16:44
Lodged By Hu, Emily Jia
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1112897	Canterbury
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Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantor Representative on 27/10/2023 02:20 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Scott James Holdaway as Covenantee Representative on 07/11/2023 08:43 AM

***** End of Report *****

Covenant Instrument to Note Land Covenant

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

Covenantor

UWC LIMITED

Covenantee

HURUNUI DISTRICT COUNCIL

Grant of Covenant

The Covenantor being the registered owner of the burdened land 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 the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
See Annexure Schedule 1			

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

*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 209 of the Land Transfer Act 2017]

Annexure Schedule 2.

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 1 of 1 Pages

Continue in additional Annexure Schedule, if required.

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	"AA", "AB", "AC", "AD", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", "AO", "AP", "AQ", "AR", "AS", "AT", "AU", "AV", "AW", "AX", "AY", "AZ", "BA", "BB", "BC", "BD", "BE", "BF", "BG", "BH", "BI", "BJ", "BK", "BL", "BM", "BN", "BO", "BP", "BQ", "BR", "BS", "BT", "BU", "BV", "BW", "BX", "BY", "BZ", "CA", "CB", "CC", "CD", "CE", "CF", "CG", "CH", "CI", "CJ", "CK", "CL", "CM", "CN", "CO", "CP", "CQ", "CR", "CS", "CT", "CU", "CV", "CW", "CX", "CY", "CZ", "DA", "DB", "DC", "DD", "DE", "DF", "DG", "DH", "DI", "DJ", "DK", "DL", "DM", "DN", "DO", "DP", "DQ", "DR", "DS", "DT", "DU", "DV", "DW", "DX", "DY", "DZ", "EA", "EB", "EC", "ED", "EE", "EF", "EG", "EH", "EI", "EJ", "EK", "EL", "EM", "EN", "EO", "EP", "EQ", "ER" and "ES" on Deposited Plan 587128	1112897 - 1113019 (inclusive)	In gross

Annexure Schedule 2

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

BACKGROUND

- A. The Covenantor is the registered owner of the Burdened Land.
- B. In the original development of the Burdened Land, a soakage pit was constructed on the Burdened Land being contained within the Covenant Area pursuant to resource consent number CRC223052 issued by Environment Canterbury Regional Council.
- C. The Covenantor hereby enters into this land covenant with the Covenantee in order to grant and secure the covenants as set out in this Annexure Schedule 2 for the purposes of protecting the Covenant Area on an ongoing basis.

1 Interpretation

In this instrument unless the context requires otherwise,

"Burdened Land" means the Burdened Land(s) set out in Schedule A and being owned by the Covenantor;

"Covenant Area(s)" means those areas shown in Schedule A and forming part of the Burdened Land;

"Covenantee" means the Hurunui District Council and any successors and assigns;

"Covenantor" means the registered owner(s) of any of the Burdened Land(s) set out in Schedule A at any time and includes any and all successors in title to any of the Burdened Land(s) set out in Schedule A or any part thereof;

"Property(ies)" means each individual allotment that is noted as being the Burdened Land at Schedule A, as the context so requires.

2 Terms of Covenant

The Covenantor for itself and its successors in title to the Burdened Land, which the Covenantor is the registered owner of, covenants and agrees with the Covenantee and its successors and assigns that the Covenantor will observe and perform the stipulations and restrictions contained in this Annexure Schedule 2, to the intent that each of the stipulations and restrictions shall inure for the benefit of the Covenantee and its successors and assigns and to the intent that the said Burdened Land and every part thereof shall be subject to each of the stipulations and restrictions.

3 Covenants

- (a) The Covenantor hereby covenants with the Covenantee that they will not erect, raise or place, or allow or permit to be erected, raised or placed, any building, fence or other structure of either a temporary or permanent nature (including but not limited to the planting or growing of any tree or shrub) on the Covenant Area or within such proximity of the Covenant Area that would cause damage to or impede the functionality of the soakage pit or cause structural damage or compromise any structure situated within the Covenant Area (e.g. foundations slumping). For the avoidance of doubt, the construction and/or establishment of driveways or paths over the Covenant Area is not prohibited pursuant to this clause provided that access lids are trafficable and accessible for maintenance of the associated infrastructure to the soakage pit, and the proper functioning of the soakage pit in accordance with its intended purpose is not otherwise impeded.
- (b) No failure or delay by the Covenantee to exercise any right under this instrument shall constitute a waiver of that or any other right, nor shall the failure or delay restrict any further exercise of that or

Annexure Schedule 2

Insert type of instrument

Covenant Instrument to Note Land Covenant	Page	2	of	2	Pages
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Continue in additional Annexure Schedule, if required.

any other right. No single or partial exercise of a right shall preclude or restrict the further exercise of that or any other right.

- (c) The Covenantor shall pay all the Covenantee's costs (including legal costs on a solicitor/client basis) relating to the preparation, registration, variation, enforcement / attempted enforcement, revocation, modification and extinguishment of this instrument.
- (d) The Covenantor releases the Covenantee from any and all liability for loss, damage, costs or proceedings arising out of or in relation to this instrument.
- (e) Nothing in this instrument shall be construed so as to remove or limit any rights, powers or remedies vested in the Covenantee by law, or to compel the Covenantee to exercise all or any rights, powers or remedies granted by this instrument.
- (f) The Covenantor covenants and agrees with the Covenantee that owners, lessees, tenants and occupiers for the time being (and from time to time) of the Burdened Land are bound by the provisions of this instrument.