

View Instrument Details



Instrument No 12315499.15
Status Registered
Date & Time Lodged 09 May 2022 15:36
Lodged By Robinson, Janna Louise
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1025538	Canterbury
1025539	Canterbury
1025540	Canterbury
1025541	Canterbury
1025542	Canterbury
1025543	Canterbury
1025544	Canterbury
1025545	Canterbury
1025546	Canterbury
1025547	Canterbury
1025548	Canterbury
1025549	Canterbury
1025550	Canterbury
1025551	Canterbury
1025552	Canterbury
1025553	Canterbury
1025554	Canterbury
1025555	Canterbury
1025556	Canterbury
1025557	Canterbury
1025558	Canterbury
1025559	Canterbury
1025560	Canterbury
1025561	Canterbury
1025562	Canterbury
1025563	Canterbury
1025564	Canterbury
1025565	Canterbury
1025566	Canterbury
1025567	Canterbury
1025568	Canterbury
1025569	Canterbury
1025570	Canterbury
1025571	Canterbury
1025572	Canterbury
1025573	Canterbury
1025599	Canterbury

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 Janna Louise Robinson as Covenantor Representative on 15/06/2022 01:39 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 Janna Louise Robinson as Covenantee Representative on 15/06/2022 01:39 PM

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

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

LINCOLN DEVELOPMENTS LIMITED

Covenantee

LINCOLN DEVELOPMENTS 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 the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Not applicable	Lots 460 – 463, 485, 713 – 743 and 5002 (RTs 1025538 – 1025573 and 1025599)	In gross

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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 1].

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ANNEXURE 1

1. For the purposes of this Instrument:
 - (a) "Covenantee" means the Covenantee named on the first page of this Instrument and includes its successors and assigns.
 - (b) "Covenantor" means the Covenantor named on the first page of this Instrument and includes its successors in title and any registered owner from time to time of the Property and any occupier from time to time of the Property.
 - (c) "Development" means the establishment of a supermarket, its carpark, its surrounds and access to, from, and through it and any activities related to or ancillary to such development carried out by the Covenantee and Tenant. .
 - (d) "Instrument" means this covenant instrument and includes the schedules and any annexures.
 - (e) "Property" means that parcel of land subject to this Instrument being the land described as the "Burdened Land" on the first page of this Instrument.
 - (f) "Tenant" means (1) any tenant or occupier from time to time of any part or parts of the Development (and includes a tenant pursuant to an agreement to lease, where the lease has not yet commenced) and its successors and assigns; and (2) any transferee of any part or parts of the Development and its successors and assigns (and includes a proposed transferee pursuant to an agreement to purchase, where the purchase has not yet settled).
 - (g) "Territorial Authority" means a Territorial Authority within the meaning of the Local Government Act 2002.
2. The Covenantor, either personally or through any agent or employee, must not at any time do any of the following:
 - (a) directly or indirectly, lodge or support in any way any objection, complaint or submission or proceeding (including, without limitation, taking part in any hearing, appeal or reference) against:
 - (i) any application for resource consent to subdivide, develop or use any land relating to the Development and the associated environmental effects arising from such activities; and
 - (ii) any change or variation to the relevant District Plan, or rezoning of any part of the land which may be used by the Covenantee or Tenant for the Development; and
 - (iii) any application for a building consent for any building or structure to be built in relation to the Development;
 - (iv) any activities carried out by the Covenantee or Tenant on the Development and any noise resulting from such activities; and(together, (i) to (iv) (both inclusive), the "Permitted Activities"); and
 - (b) do or permit to be done any act, matter or thing intended to restrict or inhibit, or which may have the effect of restricting or inhibiting, any of the Permitted Activities; and
 - (c) support a third-party lodging and/or pursuing or procure a third party to lodge and/or pursue an objection, complaint or submission or proceeding against the Permitted Activities; and
 - (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by virtue of clauses 2(a), (b) and (c) above.
3. The Covenantor (and its successors in title) hereby gives written approval for the purposes of the Resource Management Act 1991 to all and any of the Permitted Activities and agrees that it will, promptly upon request by the Covenantee, sign any document required to further evidence that approval and, in the event of failing to do so, the Covenantee will be entitled to provide a copy of this Instrument to the relevant consent authority as evidence that such written approval is given.

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4. The covenants given in this Instrument by the Covenantor are given for the benefit of the Covenantee and any Tenant (and their successors and assigns). In the case of any Tenant, these covenants are enforceable in terms of the Contract and Commercial Law Act 2017.
5. If any provision of this Instrument is or becomes illegal or unenforceable in any respect, that provision will be read down to the extent necessary to make it legal and enforceable or, if it cannot be read down, severed from this Instrument, without affecting the legality and enforceability of any other provision.
6. The Covenantee and Covenantor hereby agree that if the Burdened Land is further subdivided and the Territorial Authority requires any part of the Burdened Land to vest as road, the terms of this Instrument are no longer required and do not apply to such part of the Burdened Land to be vested as road. The Covenantee and Covenantor hereby agree to this Instrument being extinguished in part in respect of any part of the Burdened Land which vests as road in the Territorial Authority.