

View Instrument Details



Instrument No 12670834.3
Status Registered
Date & Time Lodged 28 February 2023 15:42
Lodged By Prescott, Alan William
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
CB39B/123	Canterbury
309808	Canterbury
CB24F/1242	Canterbury
CB34C/21	Canterbury
CB43B/945	Canterbury

Annexure Schedule Contains 3 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 Alan William Prescott as Covenantor Representative on 24/02/2023 04:10 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 Alan William Prescott as Covenantee Representative on 24/02/2023 04:10 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor**KERSEY PARK LIMITED (CB39B/123)****Covenantee****W.D. BOYES & SONS LIMITED (CB43B/945, 309808, CB24F/1242, CB34C/21)****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		Section 1 Survey Office Plan 1227 (CB39B/123)	Lot 4 DP 55935 and Lot 2 DP 75315 (CB43B/945) Lot 2 DP 376965 (309808) Section 24 Darfield Village Settlement (CB24F/1242) Section 25 Darfield Village Settlement (CB34C/21)

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 ____].

ANNEXURE SCHEDULE

1. BACKGROUND

- 1.1 The Covenantor and Covenantee agree to consent to the Covenantor carrying out a residential subdivision on the Burdened Land.
- 1.2 The Covenantee has consented to the zone change on the Burdened Land on the basis that the Covenantor ensures that any future owner of the Burdened Land is not able to make a complaint about the Covenantee's commercial operations ("the commercial operations") on the Benefited Land.

2. COVENANTS

- 2.1 The Covenantor covenants with the Covenantee as follows:

The Burdened Land will be principally used for domestic purposes while the Benefited Land is used for commercial purposes. The Covenantor or its tenants will not frustrate, hinder or in any way obstruct or object to any use of the Benefited Land by the Covenantee for commercial purposes **provided** that those activities are being carried out in accordance with:

- 2.1.1 Existing use rights; or
- 2.1.2 Any zoning requirements or plan of any territorial authority having jurisdiction of the land; or
- 2.1.3 Any resource or land use consents granted now or in the future to allow the Covenantee to run commercial operations on the Benefited Land.

- 2.2 These Covenants shall:

- 2.2.1 run forever with Section 1 Survey Office Plan 1227 being Record of Title CB39B/123;
- 2.2.2 and be forever for the benefit of and appurtenant to Lot 4 DP 55935 and Lot 2 DP 75315 being Record of Title CB43B/945, Lot 2 DP 376965 being Record of Title 309808, Section 24 Darfield Village Settlement being Record of Title CB24F/1242 and Section 25 Darfield Village Settlement being Record of Title CB34C/21.

- 2.3 The Covenantor and Covenantee agree that this Instrument binds the Covenantor and their successors in title, and also any lessee or occupier of the Burdened Land.
- 2.4 The Covenantor shall not object to any application for a Resource or Land Use Consent applied for by the Covenantee in relation to the Benefited Land being used for commercial operations. The Covenantor shall not complain about, object to, bring proceedings of any kind in respect of, or otherwise, oppose in any way, the commercial operations and the Covenantor agrees to sign any

documentation reasonably required by the Covenantee in support of any Resource Consent application.

- 2.5 No failure or delay by the Covenantee to exercise any right under this land covenant shall constitute a waiver of that right or any other right, nor shall the failure or delay restrict any further exercise of that or any other right. No single or partial exercise of a right shall preclude or restrict the further exercise of that or any other right.
- 2.6 To the fullest extent possible, the Covenantor indemnifies the Covenantee for and releases the Covenantee from any liability for loss, damage, costs or proceedings arising out of or in relation to:
 - 2.6.1 the arrangement set out in this land covenant; and
 - 2.6.2 a breach by the Covenantor of the covenants in this land covenant.
- 2.7 If any provision of this land covenant is or becomes illegal or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal and enforceable or, if it cannot be read down, severed from this land covenant, without affecting the legality and enforceability of any other provision.
- 2.8 The covenants in this instrument will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.