

# View Instrument Details



**Instrument No** 11821259.1  
**Status** Registered  
**Date & Time Lodged** 05 August 2020 11:10  
**Lodged By** Penketh, Kim  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
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928729	Nelson
928732	Nelson
928740	Nelson
928741	Nelson
928742	Nelson
928760	Nelson
928761	Nelson
928762	Nelson
928763	Nelson
928764	Nelson
928765	Nelson
928766	Nelson
928770	Nelson
928771	Nelson
928772	Nelson
928775	Nelson
928777	Nelson
928778	Nelson
928779	Nelson
928781	Nelson
928782	Nelson
928783	Nelson
928784	Nelson
928785	Nelson
928797	Nelson
928800	Nelson
928803	Nelson
928804	Nelson
928805	Nelson
934726	Nelson
934727	Nelson
934732	Nelson
934735	Nelson
934736	Nelson

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**Annexure Schedule** Contains 2 Pages.

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## 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 Kim Penketh as Covenantor Representative on 05/08/2020 10:57 AM

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**Covantee Certifications**

I certify that I have the authority to act for the Covantee 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 Kim Penketh as Covantee Representative on 05/08/2020 10:57 AM

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

**Form 26**

**Covenant Instrument to note land covenant**

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

**Covenantor**

**Richmond West Development Company Limited**

**Covantee**

**Richmond West Development Company 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 1, 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
<b>Restrictive Land Covenant</b>	DP 546058	928732, 928740, 928741, 928742, 928770, 928771, 928772, 928775, 928777, 928778, 928779, 928781 to 928785, 928760, 928797, 928800, 928803, 928804, 928805, 934726, 934727, 928761 to 928766, 934735, 934736, 928729, 934732	In Gross

**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.

ANNEXURE SCHEDULE 1

Definitions

**"Covenantor"** means the registered Owner for the time being of any of the Burdened Land as set out in Schedule A and includes any tenant or occupier or their successors in title.

**"Covenantee"** means Richmond West Development Company Limited.

Recitals

1. The Covenantor is the Vendor under an Agreement dated 25 March 2020 made between it and Her Majesty the Queen "Crown" as Purchaser for land to be taken for educational purposes "Agreement".
2. The Agreement provides that the Covenantor shall be bound by the Land Covenants set out below.

Covenant

3. The Covenantor and any related entity will not advocate against, or lodge any submission in opposition to, or participate in any objection or appeal in any way (including but not limited to providing funds, facilitating, promoting or assisting any action taken by any third party) which opposes designations, resource consents or notices of requirement, or take any other action, which may have the effect of prevent or interfering with the Crown's future plans in relation to the Land to be taken for Educational Purposes.

Expiry of Covenant

4. This covenant will remain enforceable to the fullest extent possible until the later of:
  - The date the Crown has successfully obtained a designation of Required Land for Educational Purposes; and
  - The date that Required Land for Educational Purposes becomes fully operational as an Educational or learning facility site.

Breach of Covenant

5. In the event that the Covenantor or any subsequent burdened land(s) owner is in breach of any of this covenant they shall on request from the Covenantee or the Crown and/or the Ministry of Education (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent burdened land(s) owner shall also pay to the Enforcer the costs, fees and charges incurred in respect of ensuring compliance with this restrictive covenant including any costs, fees and charges incurred in dealing with any claims arising from such breach.