

View Instrument Details



Instrument No 12758489.6
Status Registered
Date & Time Lodged 11 August 2023 09:51
Lodged By Charles-McCormick, Jessica Mary-Alice
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1112832	Canterbury
1112833	Canterbury
1112835	Canterbury

Annexure Schedule Contains 5 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 John Roger Parkes as Covenantor Representative on 13/09/2023 10:50 AM

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 12/09/2023 02:34 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Anneke Antoinette Marianne WOODHOUSE and Geoffrey Alan FALLOON, and Anneke Antoinette Marianne WOODHOUSE

Covenantee

SELWYN DISTRICT COUNCIL (the "Council")

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
Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Area "H" Deposited Plan 587107	1112833	In gross
	Area "G" Deposited Plan 587107	1112832	
	Area "F" Deposited Plan 587107	1112832	
	Area "C" Deposited Plan 587107	1112835	

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.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

BACKGROUND

An overland flow path is located on that part of the Burdened Land described as Areas "H", "G", "F" and "C" Deposited Plan 587107 (the "Flow Path") to assist in the management of stormwater on the relevant Burdened Land in accordance with the requirements of resource consent RC215940. The Covenantor has agreed to the registration of these covenants for the protection of the Flow Path.

COVENANTS

1. The Covenantor shall at its own cost and to the Council's satisfaction in all respects:
 - (a) keep the Flow Path free of all structures and dense vegetation (subject to clause 2 below); and
 - (b) ensure that the private registered easements registered over Areas "G", "F" and "C" Deposited Plan 587107 on deposit of that plan shall remain in place and are complied with,to ensure the proper operation, maintenance and protection of the Flow Path at all times.
2. It is acknowledged that clause 1(a) does not require the removal of the vegetation existing as at the date of registration of this covenant, but shall prevent the establishment of any further vegetation that would restrict water flow.
3. Without limiting the Covenantor's obligations, the Council or its agents may enter onto the Burdened Land upon giving reasonable notice in order to take such action (at the cost of the Covenantor) as may be reasonably necessary to rectify any breach these covenants.
4. For the avoidance of doubt, these covenants:
 - (a) are intended to bind all registered owners and occupants for the time being of the Burdened Land; and
 - (b) confer a benefit on, and are enforceable by, the Council.
5. These covenants shall be enforceable only against:
 - (a) the registered owners and occupants for the time being of the Burdened Land; and
 - (b) any previous registered owner or occupant who has breached any of these covenants while a registered owner or occupant of the Burdened Land.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

6. Where there is more than one Covenantor, these covenants shall be binding upon each and every Covenantor jointly and severally. For the avoidance of doubt, a Covenantor is only bound as Covenantor in respect of Burdened Land of which they are (or were, for the purposes of clause 5(b)) a registered owner.
7. The Covenantor shall pay the costs incurred by the Council, including legal costs on a solicitor/client basis, of and incidental to the registration, variation, withdrawal, enforcement or attempted enforcement of these covenants.
8. Nothing contained or implied in these covenants shall be construed so as:
 - (a) to compel the Council to exercise all or any of the rights, powers or remedies granted by these covenants, and accordingly the Council may in its sole and absolute discretion commence, discontinue or resume the exercise of all or any such rights, powers or remedies at will; or
 - (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Council by law.
9. The Covenantor's liability under these covenants will not be affected by any delay, extension of time, forbearance, or waiver by the Council, or by failure or neglect by the Council to enforce these covenants.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

MORTGAGEE CONSENT

WESTPAC NEW ZEALAND LIMITED as mortgagee in relation to land subject to this covenant hereby consents to the granting of the within covenant to the intent that this covenant is binding on **WESTPAC NEW ZEALAND LIMITED** for the purposes of section 103 of the Land Transfer Act 2017.

SIGNED for and on behalf of)
WESTPAC NEW ZEALAND LIMITED)
in the presence of:)

Signature of witness

Full name of witness

Occupation of witness

Address of witness