

View Instrument Details



Instrument No	11801103.1
Status	Registered
Date & Time Lodged	02 March 2021 08:58
Lodged By	Needham, Michelle Rose
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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766933	Otago
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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 Toby Ross Giles as Covenantor Representative on 16/09/2020 02:51 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 Michelle Rose Needham as Covenantee Representative on 16/07/2020 10:08 AM

***** 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

Project Rocker Limited

Covenantee

Queenstown Lakes District 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
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 as set out in Annexure Schedule 1	All of the Burdened Land	Lot 9 DP 500684 (RT 766933)	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 Schedule 1

Background

1. In exchange for the Covenantantee consenting to the Covenantor placing a structure (**Structure**) over the existing stormwater easement marked "L" on DP 500684 located on the Burdened Land (**Stormwater Easement**) the Covenantor has agreed to a number of obligations in favour of the Covenantantee. The Covenantor and Covenantantee have agreed to record these obligations by way of this Covenant Instrument.

Covenants

2. The Covenantantee has given consent for the Covenantor to place the Structure (in accordance with RM181090) over the Stormwater Easement.
3. The Covenantor covenants and agrees with the Covenantantee that for so long as it is an owner of the Burdened Land, it shall:
 - 3.1. Indemnify the Covenantantee against any claims or damage caused by the presence, maintenance, replacement, or upgrade of the stormwater infrastructure, including use of the Stormwater Easement land by maintenance vehicles and construction machinery;
 - 3.2. Indemnify the Covenantantee against any claims or damage to or by third parties caused by the presence of the Structure over the Stormwater Easement;
 - 3.3. Pay for any costs over and above regular (i.e. drains not covered by buildings) costs incurred during maintenance of the stormwater main that result from the Structure being located over the stormwater main; and
 - 3.4. Be responsible for costs associated with and rectifying any damage caused to the stormwater main as a result of works undertaken on-site in relation to the Structure.

General

4. This instrument will be binding on all transferees, lessees, mortgagees, chargeholders, and their respective successors in title and assigns of any estate or interest in the Covenantor's Land. Where this Covenant Instrument binds or benefits more than one party, it shall bind or benefit each party jointly and severally.
5. Where the Covenantor is a company this Covenant Instrument shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Covenantor is a natural person this Covenant Instrument shall bind the Official Assignee acting in the bankruptcy of the Covenantor. In either case this Covenant Instrument binds a mortgagee in possession.
6. If at any time any part or provision of this Covenant Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - 6.1. that part or provision shall be severed from this Covenant Instrument;
 - 6.2. such invalidity or severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant Instrument; and
 - 6.3. the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument,
7. The Covenantor covenants with the Covenantantee:
 - 7.1. not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Covenant Instrument; and
 - 7.2. always to act in good faith and do all acts and things and enter into and execute any replacement instrument whenever reasonably required by the Covenantantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to

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give effect to the express provisions of this Covenant Instrument as set out in the words of this Covenant Instrument.

8. Any dispute which arises between the Covenantor and Covenantee in any way relating to this Covenant Instrument may be resolved by referring the dispute to an agreed third party for decision or by arbitration by a single arbitrator under the provisions of the Arbitration Act 1996. Nothing limits or excludes the Covenantee applying to the Court for interlocutory and/or injunctive relief or a declaration.
9. The Covenantor shall only be entitled to a discharge of this Covenant Instrument upon written confirmation from the Covenantee that the covenants contained in section 2 and 3 are no longer required. Upon receipt of such written confirmation the parties shall take all actions required to complete that registration of the discharge of the Covenant Instrument. The Covenantor will pay all the Covenantee's legal costs and disbursements incurred under this clause.