



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **942888**
Land Registration District **Wellington**
Date Issued 19 March 2021

Prior References
48510

Estate Fee Simple
Area 4.4352 hectares more or less
Legal Description Lot 1 Deposited Plan 548977
Registered Owners
Otaki Revisited Limited

Interests

11824082.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.3.2021 at 11:56 am

Subject to a right to drain sewage over parts marked M, N, O & S and a right to convey water over parts marked J, K, O, P, R, T & U, gas over parts marked D, I, J & L, electricity over parts marked B, F, H, M, Q & R and telecommunications over parts marked F, G, M, N, O & S, all on DP 548977 created by Easement Instrument 11824082.5 - 19.3.2021 at 11:56 am

The easements created by Easement Instrument 11824082.5 are subject to Section 243(a) Resource Management Act 1991

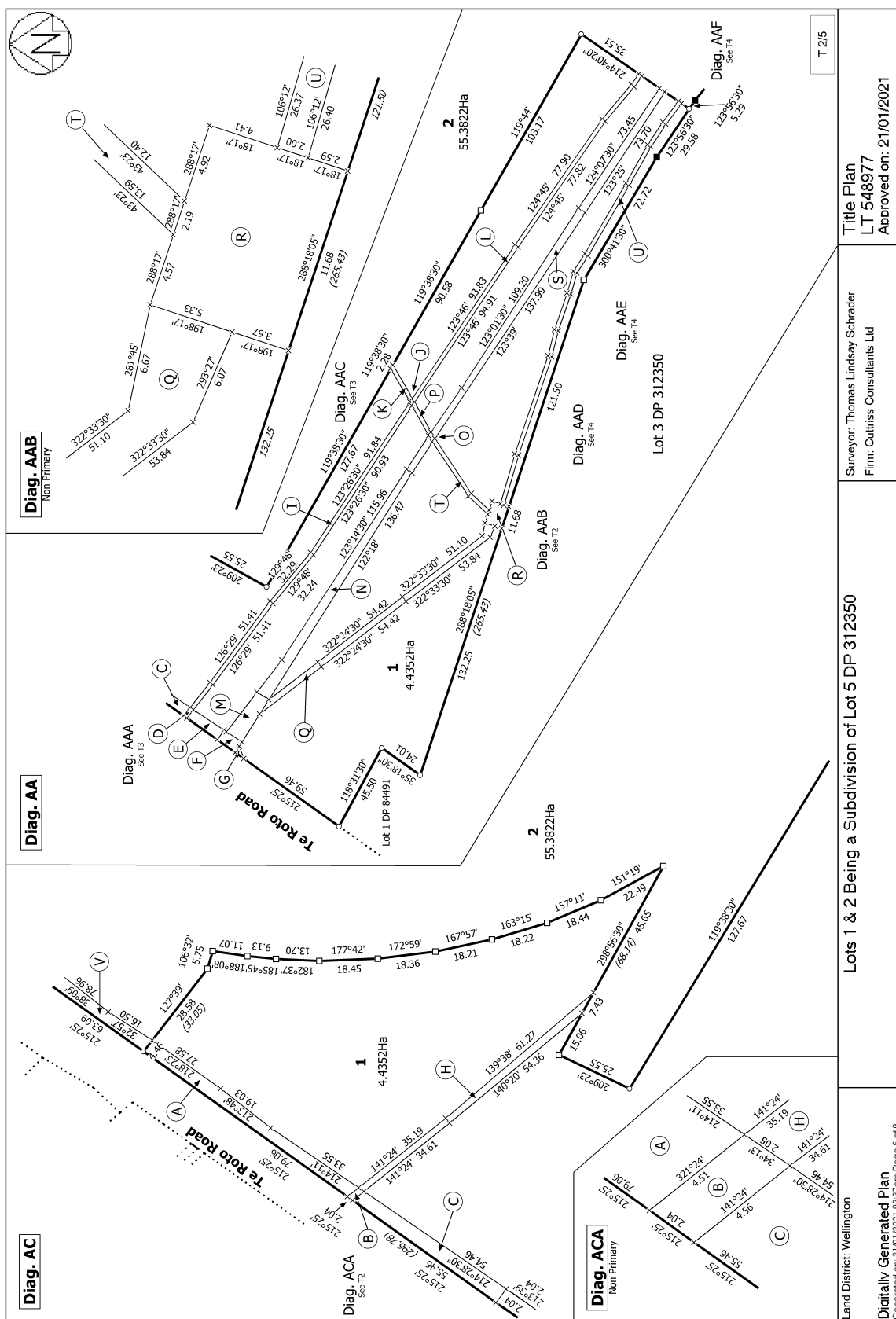
Subject to a right (in gross) to drain sewage over parts marked A, B, C, D, E & F on DP 548977 in favour of the Kapiti Coast District Council created by Easement Instrument 11824082.6 - 19.3.2021 at 11:56 am

The easement created by Easement Instrument 11824082.6 is subject to Section 243(a) Resource Management Act 1991

Land Covenant in Covenant Instrument 11824082.7 - 19.3.2021 at 11:56 am

Land Covenant in Covenant Instrument 11824082.8 - 19.3.2021 at 11:56 am

12081688.3 Mortgage to Otaki Maori Racing Club Incorporated - 22.4.2021 at 3:03 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **942889**
Land Registration District **Wellington**
Date Issued 19 March 2021

Prior References
48510

Estate Fee Simple
Area 55.3822 hectares more or less
Legal Description Lot 2 Deposited Plan 548977
Registered Owners
Otaki Maori Racing Club Incorporated

Interests

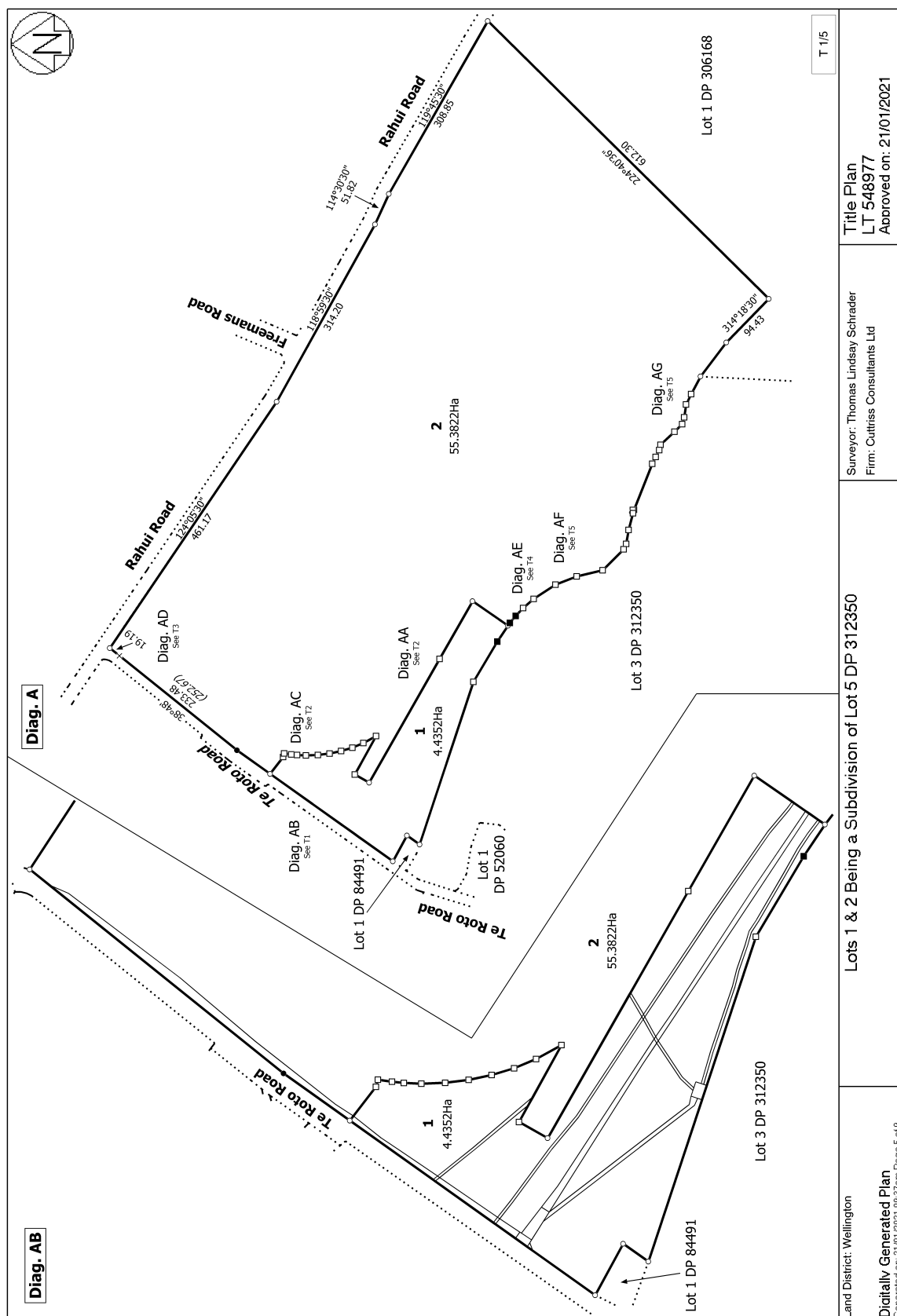
Appurtenant hereto is a right to drain sewage and a right to convey water, gas, electricity and telecommunications created by Easement Instrument 11824082.5 - 19.3.2021 at 11:56 am

The easements created by Easement Instrument 11824082.5 are subject to Section 243(a) Resource Management Act 1991
Subject to a right (in gross) to drain sewage over part marked V on DP 548977 in favour of the Kapiti Coast District Council created by Easement Instrument 11824082.6 - 19.3.2021 at 11:56 am

The easement created by Easement Instrument 11824082.6 is subject to Section 243(a) Resource Management Act 1991

Land Covenant in Covenant Instrument 11824082.7 - 19.3.2021 at 11:56 am

Land Covenant in Covenant Instrument 11824082.8 - 19.3.2021 at 11:56 am



View Instrument Details



Instrument No	11824082.3
Status	Registered
Date & Time Lodged	19 March 2021 11:56
Lodged By	Aislabie, Zaneta Maree
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
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48510	Wellington
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Annexure Schedule Contains 3 Pages.

Signature

Signed by Jamie Nicholas Callinicos Nunns as Territorial Authority Representative on 06/04/2021 08:22 AM

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



**CONSENT NOTICE
PURSUANT TO SECTION 221 OF
THE RESOURCE MANAGEMENT ACT 1991**

**IN THE MATTER OF A PLAN LODGED FOR
DEPOSIT UNDER NUMBER 548977
AND RESOURCE CONSENT NO. RM190302**

**(being the subdivision of Lot 5 DP 312350)
At 143 Rahui Road, Otaki
For The Wellington Company Asset Management Limited**

The Regional Regulatory Titles Officer at Wellington

PURSUANT to Section 221 of the Resource Management Act 1991 the Kāpiti Coast District Council hereby gives notice that it has consented to the subdivision and in respect to **Lot 1** the following conditions are to be complied with on a continuing basis:

1. Foundation design and construction for any new building or additions and alterations to a building shall take into account the findings and recommendations within the Cuttriss Consultants Limited *Soil Test Report* dated 17 June 2020 and submitted to Council in relation to application no. RM190302.

A copy of the report is available in Council's Office at any time the office is open to the public and is stored electronically under reference no. 7312582.

2. On-site potable water supply shall be provided from rainwater in general accordance with the findings, recommendations and constraints contained within the report titled "Potable Water Supply and Firefighting Report, Ref: 22585" dated 19 December 2019, by Cuttriss Consultants Limited and submitted to Council relation to application no. RM190302.

It shall be the on-going responsibility of the lot owner(s) to provide, maintain and monitor the installation and operation of the individual household water supply in accordance with the Ministry of Health's publication 'Household water supplies, the selection, operation, and maintenance of individual household water supplies' (revised April 2006) that provides a minimum storage capacity of 30,000 litres where council supply is not available.

A copy of the report is available in Council's Office at any time the office is open to the public and is stored electronically under reference no. 7132993.

3. A firefighting water supply shall be provided in general accordance with the findings, recommendations and constraints contained within the report titled "Potable Water Supply and Firefighting Report, Ref: 22585" dated 19 December 2019, prepared by Cuttriss Consultants Limited and submitted to Council in relation to application no. RM19032 and in compliance with the New Zealand Fire Service Firefighting Water Supplies Code of Practice SNZ PAS 4509:2008.

A copy of the report is available in Council's Office at any time the office is open to the public and is stored electronically under reference no. 7132993.

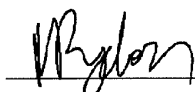
4. A wastewater lateral from the existing public manhole shall be provided complying with the Council wastewater standard drawings and Part 3, Section F & Part 4 Schedule 5 of Subdivision and Development Principles and Requirements 2012.
5. Onsite stormwater disposal shall be designed and provided in accordance the requirements and intent of the *Indicative Stormwater Disposal Report* prepared by Cuttriss Consultants Limited, dated December 2019 and submitted to Council in relation to application no. RM190302.

A copy of the report is available in Council's Office at any time the office is open to the public and is stored electronically under reference no. 7131992.

- the certified stormwater disposal design as an option for compliance;
- the owners' responsibility to construct a system to meet the above performance standard;
- the owners' responsibility to maintain the system on an on-going basis to meet the above performance standard as it applied at the time of approval.

6. No power or telecommunication services are provided to this Lot. It is the responsibility of the owner to provide power and telecommunication services, not Council.

Issued in respect of application no. RM190302 on this 12th day of August 2020.



Marnie Shayne Rydon
AUTHORISED OFFICER



Amy Maree Camilleri
AUTHORISED OFFICER

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)Approval
03/6150EF
Registrar-General of LandInsert type of instrument
"Caveat", Mortgage" etc

Consent Notice

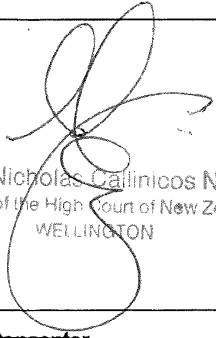
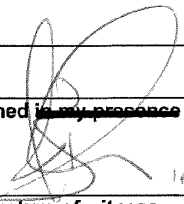
Page 1 of 1 pages

Consentor
Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)**IAN CASSELS NOMINEE LIMITED****Caveator under Caveat No. 11792891.1****Consent**Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.Pursuant to ~~[section 109(3) of the Land Transfer Act 2017]~~

[section — of the — Act]

Without prejudice to the rights and powers existing under the interest of the Consentor

the **Consentor hereby consents** to:
registration of the attached Consent Notice.Dated this 17th day of March 2021**Attestation**

 Jamie Nicholas Callinicos Nunns Solicitor of the High Court of New Zealand WELLINGTON	Signed in my presence by the Consentor  IAN BRACKEN CASSELES (DIRECTOR)
	Signature of witness Witness to complete in BLOCK letters (unless legibly stamped) Witness name Occupation Address
Signature of Consentor WITNESS	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

View Instrument Details



Instrument No 11824082.5
Status Registered
Date & Time Lodged 19 March 2021 11:56
Lodged By Aislabie, Zaneta Maree
Instrument Type Easement Instrument



Affected Records of Title	Land District
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942888	Wellington
942889	Wellington

Annexure Schedule Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- I certify that the Caveator under Caveat 11792891.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Grantor Representative on 17/03/2021 11:32 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Jamie Nicholas Callinicos Nunns as Grantee Representative on 17/03/2021 11:32 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

OTAKI MAORI RACING CLUB INCORPORATED

Grantee

OTAKI MAORI RACING CLUB INCORPORATED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	"B", "F", "H", "M", "Q" and "R" on Deposited Plan 548977	942888	942889
Right to convey gas	"D", "I", "J" and "L" on Deposited Plan 548977	942888	942889
<i>Continued on Annexure Schedule 1</i>			

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 ~~and/or Schedule 5 of the Property Law Act 2007~~

The implied rights and powers are hereby **varied** ~~[negatived]~~ and **added to or** ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

the provisions set out in Annexure Schedule 2

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

Page 1 of 1 Pages

Continue in additional Annexure Schedule, if required.

Schedule A continued

Continue in additional Annexure Schedule, if required

Purpose of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	"F", "G", "M", "N", "O" and "S" on Deposited Plan 548977	942888	942889
Right to drain sewage	"M", "N", "O" and "S" on Deposited Plan 548977	942888	942889
Right to convey water	"J", "K", "O", "P", "R", "T" and "U" on Deposited Plan 548977	942888	942889

Annexure Schedule 2

Insert type of instrument

Easement Instrument to Grant

Page 1 of 3 Pages

*Continue in additional Annexure Schedule, if required.***1. Conflict**

- 1.1 The parties acknowledge that in the event of any conflict between the terms of this easement instrument and the rights and powers implied by Schedule 5 of the Land Transfer Regulations 2018, the terms of this easement instrument shall prevail.

2. Interpretation

- 2.1 In this instrument, unless the context indicates otherwise:

“grantee” means the registered owner from time to time of the benefited land and includes all successors and assigns; and

“grantor” means the registered owner from time to time of the burdened land and includes all successors and assigns.

3. Relocation of Services

- 3.1 As at the date of registration of this instrument, the grantor has entered into an agreement for sale and purchase to sell the burdened land to a third party (being Otaki Revisited Limited) for the purposes of development. As part of that development it is intended that the services and associated infrastructure in relation to the easements created by this instrument (“Infrastructure”) may be relocated to other locations within the burdened land (and potentially more than once).

- 3.2 The grantor shall have the absolute and unfettered right to vary and/or relocate to another location within the burdened land all or any part of the Infrastructure for any reason whatsoever provided that the following shall apply:

- (a) Other than for a short changeover period, at all times there shall be continuity of the operation of all services created pursuant to this instrument for the benefit of the benefited land notwithstanding that the location of the Infrastructure in respect of such services (or part thereof) may be varied or otherwise relocated; and
- (b) The varied and/or relocated Infrastructure shall in all places be constructed to the same or better practical standard and quality as that existing as at the date of registration of this instrument; and
- (c) Any works required to complete such variation and/or relocation shall be undertaken at the sole cost of the grantor.

- 3.3 If the grantor decides at its absolute discretion to relocate the Infrastructure (or any part thereof) in respect of the easement(s) created by this instrument and provided the conditions in clause 3.2 are (or will be) met, then:

- (a) The grantor must serve on the grantee written notice setting out the new intended easement area(s) in relation to the affected Infrastructure being shown on a scheme plan for indicative purposes only (“Relocation Notice”). The Relocation Notice shall be for the information of the grantee only, the grantee shall have no right whatsoever to dispute the Relocation Notice or the matters set out in it;

Annexure Schedule 2

Insert type of instrument

Easement Instrument to Grant

Page 2 of 3 Pages

Continue in additional Annexure Schedule, if required.

- (b) Following the issue of the Relocation Notice the grantor shall at its sole cost and with all due speed and haste;
 - (i) Undertake all works reasonably necessary to relocate the Infrastructure to the new location(s) within the burdened land as elected by the grantor; and
 - (ii) Following the completion of the works relating to the relocation of the Infrastructure, arrange for the new easement areas to be surveyed; and
 - (iii) Do all things necessary to surrender this easement (or part thereof as the case may be) and register a new easement in respect of the new easement area(s) with Land Information New Zealand including without limitation obtaining all necessary consents and approvals and preparing and registering all relevant documents.
- 3.4 The grantee shall as soon as possible following the receipt of a written demand by the grantor, execute a surrender of the easement created by this instrument (or a partial surrender as the case may be) in respect of those parts of the Infrastructure which have been varied and/or relocated, together with a new easement instrument in respect of the varied and/or relocated Infrastructure and any other documents and consents required by the grantor in respect of the varied and/or relocated Infrastructure.
- 3.5 The grantee irrevocably consents to the grantor contacting the grantee's mortgagee(s), encumbrancee(s), caveator(s) and the like from time to time (if any) on behalf of the grantee to obtain such consents to the surrender (or part thereof) of this instrument and the registration of any new easement instrument to be registered pursuant to this clause 3, as may be necessary.
- 3.6 If called upon by the grantor, the grantee shall give its written approval in support of any application by the grantor for resource consent or other authorisation required for relocation of the Infrastructure (or any part thereof). The grantee must not make any submission or objection to any person, Tribunal, Court or other body in opposition to the relocation of the Infrastructure (or any part thereof).
- 3.7 The parties agree that any new easement granted pursuant to this clause 3 shall be on the same terms and conditions as set out in this instrument unless the grantor elects at its sole and absolute discretion to grant such easements subject only to the terms set out in Schedule 5 of the Land Transfer Regulations 2018.
- 4. Grant of Power of Attorney**
 - 4.1 The grantee acknowledges and agrees that by registration of this easement instrument the grantee irrevocably appoints Otaki Revisited Limited to be its attorney ("Attorney") for all matters relating to the variation and/or relocation of the Infrastructure, the registration of the surrender of this easement or any replacement easement (or part thereof as the case may be) and registration of any new easement pursuant to clause 3 above and all associated matters and:
 - (a) to act for the grantee in their name on their behalf and in their interest with or in which the grantee shall be in any way connected, interested or concerned as fully and effectually as the grantee could if personally present; and
 - (b) to sign all Authority and Instruction forms, surrenders of easements, grants of easement instruments and the like in relation to the matters specified in clause 4.1 above; and

Annexure Schedule 2

Insert type of instrument

Easement Instrument to Grant

Page 3 of 3 Pages

Continue in additional Annexure Schedule, if required.

- (c) to sign and use the grantees name in any manner in any deed, document or writing for the purposes set out in clause 4.1 above.

4.2 Without limiting the generality of the foregoing the grantee declares that the Attorney has the power for the grantee and in the grantee's name:

- (a) to enter into or to perform any contracts or obligations in relation to the benefited land which the grantee might enter into as contemplated by this easement instrument;
- (b) to exercise any right, power, authority or discretion of whatsoever nature which the ownership or possession of the benefited land or the grantee's legal relation thereto confers upon the grantee or which by virtue of any fact or circumstance the grantee is entitled to exercise as contemplated by this instrument; and
- (c) to appoint in place of the Attorney one or more attorney or attorneys to exercise any or all of the powers and authorities hereby conferred and from time to time to revoke any such appointment and appoint any further one or more attorney in place of such attorney.

4.3 The grantee declares and agrees:

- (a) that no person or corporation dealing with the Attorney shall be concerned to see or enquire as to the propriety or expediency of any thing which the Attorney may do or purport or agree to do in the grantee's name by virtue of the power of attorney created by this instrument; and
- (b) to allow, ratify and confirm everything that the Attorney shall lawfully do or cause to be done by virtue of the power of attorney created by this instrument.

4.4 The grantor's rights as Attorney shall expire following the completion of the grantor's development of the burdened land (to be advised to the grantee by the grantor).

4.5 The grantor's rights as Attorney shall only be exercisable should the grantee fail within five (5) working days, to act or do anything required of it in terms of this easement instrument in relation to the variation and/ or relocation of the Infrastructure, the registration of the surrender of this easement or any replacement easement (or any part thereof as the case may be) and registration of any new easement pursuant to clause 3 above and all associated matters.

5. Expiration of Terms

5.1 Upon the sale of any part of the burdened land to a party other than Otaki Revisited Limited or an entity associated or related to Otaki Revisited Limited ("sold land"), the provisions in clause 3 and 4 above shall cease to apply in respect of that sold land and the terms of the easement in relation to the sold land shall be as set out in Schedule 5 of the Land Transfer Regulations 2018 only.

View Instrument Details



Instrument No 11824082.6
Status Registered
Date & Time Lodged 19 March 2021 11:56
Lodged By Aislabie, Zaneta Maree
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

942888	Wellington
942889	Wellington

Annexure Schedule Contains 1 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

I certify that the Caveator under Caveat 11792891.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Grantor Representative on 17/03/2021 11:32 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Jamie Nicholas Callinicos Nunns as Grantee Representative on 17/03/2021 11:32 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

OTAKI MAORI RACING CLUB INCORPORATED

Grantee

KAPITI COAST DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	"A", "B", "C", "D", "E" and "F" on Deposited Plan 548977	942888	In Gross
	"V" on Deposited Plan 548977	942889	

Easements or *profits à prendre* rights and powers (Including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~varied [negatived]~~ and ~~added to or [substituted]~~ by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

~~the provisions set out in Annexure Schedule.~~

View Instrument Details



Instrument No 11824082.7
Status Registered
Date & Time Lodged 19 March 2021 11:56
Lodged By Aislabie, Zaneta Maree
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

942888	Wellington
942889	Wellington

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 ☒

I certify that the Caveator under Caveat 11792891.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantor Representative on 17/03/2021 11:32 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 Jamie Nicholas Callinicos Nunns as Covenantee Representative on 17/03/2021 11:32 AM

*** End of Report ***

Covenant Instrument to Note Land Covenant

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

Covenantor

OTAKI MĀORI RACING CLUB INCORPORATED

Covenantee

OTAKI MĀORI RACING CLUB INCORPORATED

Grant of Covenant

The **Covenantor** being the registered owner of the burdened land 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*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Lot 2 on Deposited Plan 548977	942889	942888

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.

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

1 Interpretation

In this instrument, unless the context indicates otherwise:

"Benefited Land" means all of the land legally described as Lot 1 on Deposited Plan 548977 comprised in record of title 942888 (Wellington Registry);

"Burdened Land" means all of the land legally described as Lot 2 on Deposited Plan 548977 comprised in record of title 942889 (Wellington Registry);

"Covenantee" means the registered owner from time to time of the Benefited Land or any part of it and includes all successors and assigns; and

"Covenantor" means the registered owner from time to time of the Burdened Land or any part of it and includes all successors and assigns.

2 Terms of Covenant

- 2.1 The Covenantor for itself and its successors in title to the Burdened Land covenants and agrees with the Covenantee that the Covenantor will observe and perform the stipulations and restrictions contained in the provisions below to the intent that each of the stipulations and restrictions shall enure for the benefit of the Covenantee and to the intent that the Burdened Land and every part of the Burdened Land shall be subject to each of the covenants, stipulations and restrictions set out below.

3 Covenant

- 3.1 The Covenantor covenants that it will not:

- (a) Submit in opposition nor permit nor suffer any agent or employee or any other representative to submit in opposition nor support any submission in opposition to:
 - (i) any present or future application for any resource consent made by the Covenantee or made on behalf of the Covenantee or supported in part or in full by the Covenantee to subdivide, develop in stages or rezone any of the Benefited Land;
 - (ii) any change or variation to or review of any provision of the Council's district plan or the relevant regional authorities regional plan introduced by the Council or that regional authority at the request of the Covenantee or other person in respect of the Benefited Land;
 - (iii) any dispensation or consent required in connection with any application for a resource consent or approval made by the Covenantee or on its behalf in connection with the Covenantee's proposal to subdivide or develop in stages any of the Benefited Land;
 - (iv) any change to or variation or review of any district plan or regional plan which would allow the Covenantee's proposal to subdivide or develop in stages any of the Benefited Land;
- (b) The Covenantor will not oppose the Covenantee's interest in any appeals arising from any of the matters contained, mentioned or referred to in subclause 3.1(a) above.

- 3.2 The Covenantor covenants and agrees with the Covenantee that:

- (a) owners, lessees, tenants and occupiers for the time being (and from time to time) of the Burdened Land are bound by the provisions of this instrument; and

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

- (b) the Covenantor will be liable to the Covenantee for any breach of this covenant by such owners, lessees, tenants and occupiers.

4 Disputes

4.1 If a dispute in relation to this covenant arises between the Covenantor and the Covenantee:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

4.2 These dispute resolution procedures do not apply to an application by either party for interlocutory relief.

5 Severability

5.1 If any term or obligation provided for in this covenant will be unenforceable for any reason, including uncertainty, the parties agree that the unenforceable term or obligation is severed from this covenant without affecting the enforceability of any of the remaining terms or obligations. In the event of any such severance, the parties will use their best endeavours to negotiate and agree upon a replacement term or obligation with the intent that, to the greatest extent possible the covenant will achieve the economic, legal and commercial objectives of the unenforceable term or obligation.

View Instrument Details



Instrument No 11824082.8
Status Registered
Date & Time Lodged 19 March 2021 11:56
Lodged By Aislabie, Zaneta Maree
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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942888	Wellington
942889	Wellington

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 ☒

I certify that the Caveator under Caveat 11792891.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantor Representative on 17/03/2021 11:32 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 Jamie Nicholas Callinicos Nunns as Covenantee Representative on 17/03/2021 11:32 AM

*** End of Report ***

Covenant Instrument to Note Land Covenant

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

Covenantor

OTAKI MĀORI RACING CLUB INCORPORATED

Covenantee

OTAKI MĀORI RACING CLUB INCORPORATED

Grant of Covenant

The Covenantor being the registered owner of the burdened land 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*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Lot 1 on Deposited Plan 548977	942888	942889

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.

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

1 Interpretation

In this instrument, unless the context indicates otherwise:

"Benefited Land" means all of the land legally described as Lot 2 on Deposited Plan 548977 comprised in record of title 942889 (Wellington Registry);

"Burdened Land" means all of the land legally described as Lot 1 on Deposited Plan 548977 comprised in record of title 942888 (Wellington Registry);

"Covenantee" means the registered owner from time to time of the Benefited Land or any part of it and includes all successors and assigns; and

"Covenantor" means the registered owner from time to time of the Burdened Land or any part of it and includes all successors and assigns.

2 Terms of Covenant

- 2.1 The Covenantor for itself and its successors in title to the Burdened Land covenants and agrees with the Covenantee that the Covenantor will observe and perform the stipulations and restrictions contained in the provisions below to the intent that each of the stipulations and restrictions shall enure for the benefit of the Covenantee and to the intent that the Burdened Land and every part of the Burdened Land shall be subject to each of the covenants, stipulations and restrictions set out below.

3 Covenant

- 3.1 The Covenantor covenants that it will not:

- (a) Submit in opposition nor permit nor suffer any agent or employee or any other representative to submit in opposition nor support any submission in opposition to:
 - (i) any present or future application for any resource consent made by the Covenantee or made on behalf of the Covenantee or supported in part or in full by the Covenantee to subdivide, develop in stages or rezone any of the Benefited Land;
 - (ii) any change or variation to or review of any provision of the Council's district plan or the relevant regional authorities regional plan introduced by the Council or that regional authority at the request of the Covenantee or other person in respect of the Benefited Land;
 - (iii) any dispensation or consent required in connection with any application for a resource consent or approval made by the Covenantee or on its behalf in connection with the Covenantee's proposal to subdivide or develop in stages any of the Benefited Land;
 - (iv) any change to or variation or review of any district plan or regional plan which would allow the Covenantee's proposal to subdivide or develop in stages any of the Benefited Land;
- (b) The Covenantor will not oppose the Covenantee's interest in any appeals arising from any of the matters contained, mentioned or referred to in subclause 3.1(a) above.

- 3.2 The Covenantor covenants and agrees with the Covenantee that:

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Covenant Instrument to Note Land Covenant

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Continue in additional Annexure Schedule, if required.

- (a) owners, lessees, tenants and occupiers for the time being (and from time to time) of the Burdened Land are bound by the provisions of this instrument; and
- (b) the Covenantor will be liable to the Covenantee for any breach of this covenant by such owners, lessees, tenants and occupiers.

4 Disputes

4.1 If a dispute in relation to this covenant arises between the Covenantor and the Covenantee:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

4.2 These dispute resolution procedures do not apply to an application by either party for interlocutory relief.

5 Severability

5.1 If any term or obligation provided for in this covenant will be unenforceable for any reason, including uncertainty, the parties agree that the unenforceable term or obligation is severed from this covenant without affecting the enforceability of any of the remaining terms or obligations. In the event of any such severance, the parties will use their best endeavours to negotiate and agree upon a replacement term or obligation with the intent that, to the greatest extent possible the covenant will achieve the economic, legal and commercial objectives of the unenforceable term or obligation.