



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

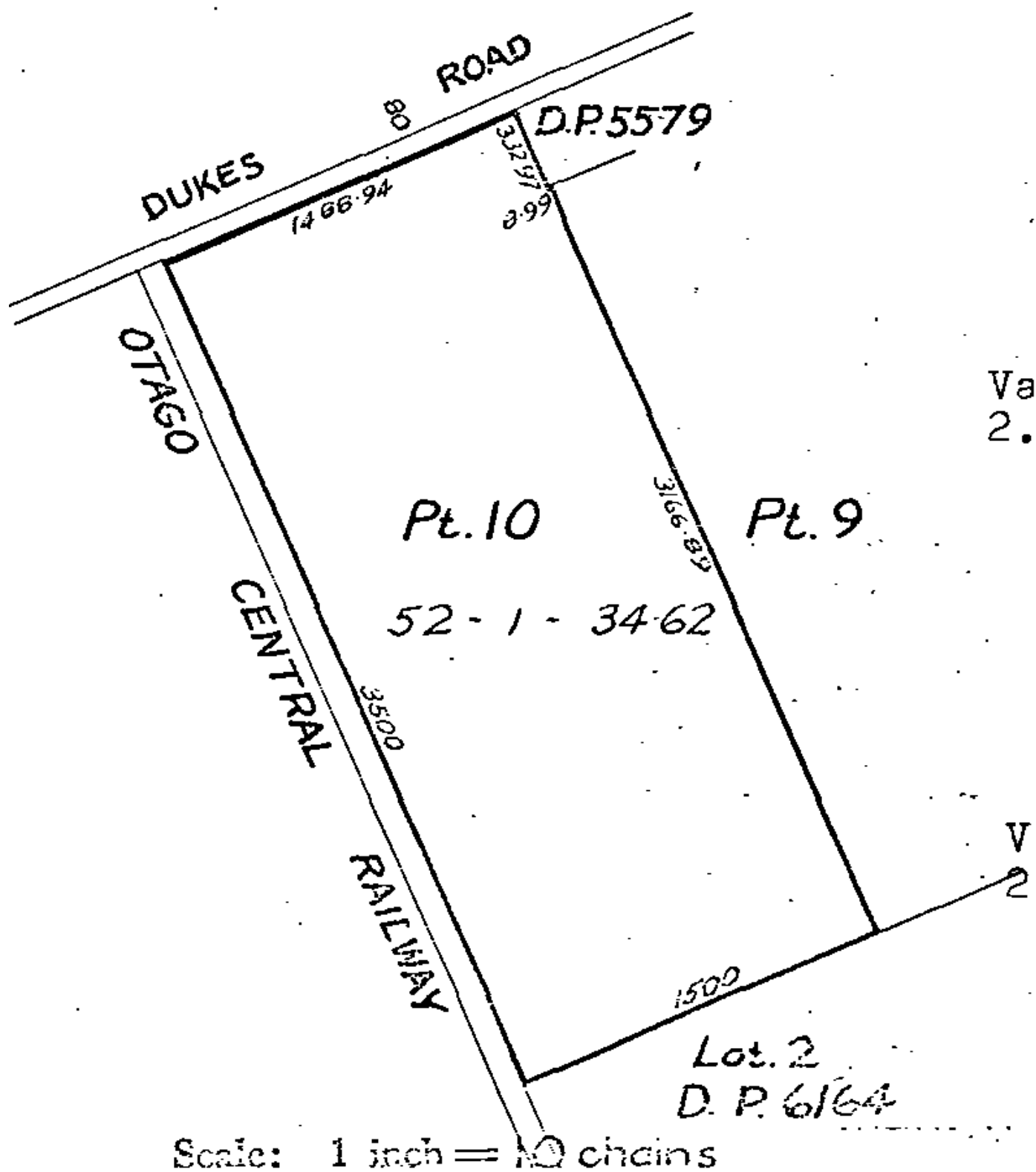
Identifier **OT3C/897**
Land Registration District **Otago**
Date Issued 18 November 1968

Prior References
OT304/107

Estate Fee Simple
Area 21.2324 hectares more or less
Legal Description Part Section 10 Block V East Taieri Survey
District

Registered Owners
Southern Link Property Limited

Interests
334251 Memorandum imposing Building Line Restriction
Subject to restrictions imposed by Gazette Notice X7981
Land Covenant in Covenant Instrument 13187848.4 - 20.12.2024 at 11:48 am
Land Covenant in Covenant Instrument 13187848.5 - 20.12.2024 at 11:48 am



X7981
June 3rd 1937

GN

1320

THE NEW ZEALAND GAZETTE.

[No. 37]

THE OTAGO AERO CLUB (INCORPORATED).

THE Otago Aero Club (Incorporated) (a local authority within the meaning of sections 4, 5, and 6 of the Public Works Amendment Act, 1935), hereby gives public notice pursuant to section 4 of the above-mentioned Act that for the purposes of making the North Taieri Aerodrome (near Dumedin, being Section 12 and part of Section 11, Block V, East Taieri Survey District, comprising 99 acres 1 rood 24 poles) safe for aviation purposes, it does hereby—

1. Prohibit the erection, placing, or extension without the consent of the Minister of Public Works of any building, pole, mast, or other structure of any kind (each and all of which are hereinafter referred to as "the said object") on the lands described in the schedule hereto beyond a height of 5 ft. above the normal surface of the ground upon which the said object is erected or placed unless the height of the said object does not exceed one-fifth of the distance from the foot of the said object to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

2. Limit the height to which trees may be grown on the said lands described in the schedule hereto without the consent of the Minister of Public Works to a height of 5 ft. above the normal surface of the ground on which such trees are growing, unless the height of such trees does not exceed one-fifth of the distance from the foot of such trees to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

THE SCHEDULE BEFORE REFERRED TO.

All those parts of the sections and allotments hereinafter enumerated as lie within a distance of 15 chains from the boundary of the said North Taieri Aerodrome (hereinbefore described):—

Description of Land.

No.	Section or Allotment.	Block	District.	Owner.
1	Section 68, Crosshill Settlement	IX	East Taieri	Thomas J. Gawn. 27/5/37
2	Section 3 and part Sections 4 and 5	IX	East Taieri	Thomas J. Gawn. 27/5/37
3	Section 48, Crosshill Settlement (Crown leasehold)	IX	East Taieri	James Carroll. 27/5/37
4	Sections 9 and 10	V	East Taieri	Thomas J. Gawn. 27/5/37
5	Sections 3 and 4	V	East Taieri	James Gow. 27/5/37
6	Allotment 1, Janefield Settlement (lease in perpetuity)	V	East Taieri	William and David McDowall. 27/5/37
7	Allotment 2, Janefield Settlement (freehold)	V	East Taieri	James E. Nicol. 27/5/37
8	Allotment 3, Janefield Settlement (lease in perpetuity)	V	East Taieri	George Ruthven. 27/5/37
9	Allotments 4 and 9, Janefield Settlement (lease in perpetuity)	V	East Taieri	George Rutherford. 27/5/37
10	Allotments 5 and 6, Janefield Settlement (lease in perpetuity)	V	East Taieri	Ross M. P. Stevenson. 27/5/37
11	Allotments 7 and 8, Janefield Settlement (lease in perpetuity)	V	East Taieri	Dorothy I. Mutch. 27/5/37
12	Allotment 16, Janefield Settlement (lease in perpetuity)	V	East Taieri	Lawrence T. Hughson. 27/5/37
13	Allotment 93, Mossburn Estate (Deeds Plan 233)	VI	East Taieri	David P. Wilson. 27/5/37
14	Sections 7, 8, and 9	VI	East Taieri	John Fowler. 27/5/37
15	Allotment 1, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri	Thomas Barkla and/or Alex. Penman. 27/5/37
16	Allotment 2, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri	Cecil Hazlett. 27/5/37
17	Section 2 of 58, Crosshill Settlement (Crown leasehold)	X	East Taieri	Thomas Porter (lessee). 27/5/37

Dated this 28th day of May, 1937.

The common seal of the Otago Aero Club (Incorporated) was hereunto affixed in the presence of—

J. H. PENROSE } Members of the Executive.
M. SHEPHERD }
G. S. KIRBY, Secretary.

132

H. T. COOPER, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that at a general meeting of the above-named company held on the 24th day of May, 1937, the following special resolution was duly passed:—

- (1) "That the company be wound up voluntarily."
- (2) "That Mr. FRANK EDWARD CLARKE, Public Accountant, and PERCY THOMSON, Solicitor, both of Stratford, be and they are hereby appointed liquidators of the company."

Dated this 28th day of May, 1937.

133 H. T. COOPER,
Chairman.

CHANGE OF NAME OF COMPANY.

NOTICE is hereby given that Supreme Tailoring and Cash Order Company, Limited, has changed its name to Supreme Cash Order Company, Limited, and that the new name was this day entered on my Register of Companies in place of the former name.

Dated at Auckland, this 24th day of May, 1937.

136 H. B. WALTON,
Assistant Registrar of Companies.

CLUTHA COUNTY COUNCIL.

RESOLUTION MAKING SPECIAL RATE.

IN pursuance and exercise of the powers vested in it in that behalf by the Local Bodies' Loans Act, 1926, the Clutha County Council hereby resolves as follows:—

"That, for the purpose of providing the interest and other charges on a loan of £4,000 authorized to be raised by the Clutha County Council under the above-mentioned Act for its contribution to the cost of the construction of the Clydevale Bridge, together with the approaches thereto, the said Clutha County Council hereby makes and levies a special rate of 1/12th of a penny in the pound upon the rateable value of all rateable property of the County of Clutha comprising the whole of the county, and that such special rate shall be an annual-recurring rate during the currency of the loan and be repayable on every first day of August and first day of February in each and every year during the currency of such loan, being a period of five years or until the loan is fully paid off."

I hereby certify that the above resolution is a true and correct copy of a resolution passed by the Clutha County Council on Tuesday, 25th May, 1937, and appearing in the Council's minute-book.

135 A. K. BAXTER,
County Clerk.

THE NELSON DIOCESAN TRUST BOARD EMPOWERING ACT, 1937.

In the matter of a Private Estate Bill intended to be brought into the General Assembly of New Zealand, the short title of which is "The Nelson Diocesan Trust Board Empowering Act, 1937."

PURSUANT to the Standing Rules and Orders of the General Assembly of New Zealand relating to Private Bills notice is hereby given that The Nelson Diocesan Trust Board, incorporated under the Religious, Charitable, and Educational Trusts Act, 1908, and the statutes thereby consolidated, and having its registered office in the City of Nelson, intends to present a petition to the General Assembly of New Zealand at the next session of the said General Assembly to be held thirty days after the last publication of this advertisement praying and applying for leave to bring in a Private Estate Bill to be called "The Nelson Diocesan Trust Board Empowering Act, 1937."

The objects of the proposed Bill are—

1. To authorize the sale by The Nelson Diocesan Trust Board of all that parcel of land containing 46 acres 2 roods 12 perches, more or less, being part of Lot 2 on a plan deposited in the Land Registry Office at Nelson under No. 2072, and being parts of Sections 47, 49, and 50, Suburban South, situated in Block IV, Waimea Survey District, and being all the land now comprised in Certificate of Title, Volume 70, folio 54, together with all buildings and improvements thereon in one or more lots and either by public auction or private contract as the Board may deem fit freed and discharged from the trusts now affecting the same created by the will of the late James Wilfred Marsden, deceased.

2. To empower the said Board to apply the proceeds of such sale in or towards the purchase of lands and buildings, or the purchase of lands and the erection of buildings thereon, within the City of Nelson as a permanent residence for the Bishop of Nelson and his successors for all time.

3. To authorize the said Board pending the application of the proceeds of such sale as aforesaid to invest any moneys arising therefrom or any part thereof in any manner in which trustees are authorized by law to invest trust moneys, and to apply the income arising from such investments in and towards the same purposes to which the capital moneys are to be appropriated, or, in the discretion of the said Board, in the maintenance of the land and buildings at present occupied by the Bishop of Nelson as a residence.

4. To provide for the payment of the costs of and incidental to the obtaining and passing of the proposed Bill and of the said proposed sale out of the proceeds thereof.

Printed copies of the said proposed Bill will be deposited in the Private Bill Office of the General Assembly of New Zealand not earlier than thirty days before and not later than fourteen days after the commencement of the session in which it is proposed to bring in the said Bill.

Dated at Nelson, this 24th day of May, 1937.

This advertisement is published by The Nelson Diocesan Trust Board having its registered office in the City of Nelson, the seal of which Board has been affixed hereto in the presence of—

T. E. MAUNSELL,
C. W. PITTS BROWN,
H. HURST.

Members of the Board.

124

W. S. WARD AND CO. LIMITED.

IN VOLUNTARY LIQUIDATION.

In the matter of the Companies Act, 1933.

NOTICE is hereby given that at a meeting of shareholders of W. S. Ward and Co., Limited, held on Monday, 17th May, 1937, it was resolved that the company be wound up voluntarily, and that ALFRED JAMES TUNBRIDGE, of New Plymouth, Public Accountant, be appointed liquidator for such winding up.

A. J. TUNBRIDGE,
Liquidator.

128

LANZ LABORATORIES, LIMITED.

IN VOLUNTARY LIQUIDATION.

PURSUANT to section 222 of the Companies Act, 1933, notice is hereby given that Lanz Laboratories, Limited, Auckland, passed the following special resolution on the 24th day of May, 1937:—

(1) "That the company be wound up voluntarily."
(2) "That ALFRED LAMBERT PIKE, Public Accountant, of Auckland, be and is hereby appointed liquidator for the purpose of such winding up."

A. L. PIKE,
Liquidator.

120

CHRISTCHURCH CITY COUNCIL.

NOTICE OF INTENTION TO TAKE LAND.

In the matter of the Public Works Act, 1928, and the Acts amending the same.

NOTICE is hereby given that the Mayor, Councillors, and Citizens of the City of Christchurch, a body corporate constituted under the Municipal Corporations Act, 1933, proposes to take under the provisions of the Public Works Act, 1928, and its amendments, the lands described in the schedule hereto for the following public work—that is to say, for the purposes of public conveniences and other municipal purposes: And notice is hereby further given that a plan showing the land to be taken and the names of the owners and occupiers of such land is deposited at the office of the Town Clerk of Christchurch aforesaid, where it lies open for public inspection daily without fee during all reasonable hours: And that all persons affected shall if they have any well-grounded objections to the taking of such land set forth in writing such objections, and send such writing within forty days from the 27th day of May, one thousand nine hundred and thirty-seven (being the date of the first publication of this notice), addressed to the Town Clerk, Christchurch.

SCHEDULE.

All that parcel of land situated in the City of Christchurch, containing by admeasurement three perches and seven-tenths of a perch, by the same a little more or less, being those portions of Town Sections 901 and 902 of the City of Christchurch, comprised in Certificate of Title, Volume 270, folio 240 (Canterbury Land Registry Office).

Dated at Christchurch, this 26th day of May, 1937.

J. S. NEVILLE,
Town Clerk.

Christchurch.

130

MEDICAL REGISTRATION.

I, EUGEN JENO FISCHMANN, M.D., University of Vienna, 1932, now residing in Auckland, hereby give notice that I intend applying on the 27th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Auckland.

Dated at Auckland, 27th May, 1937.

E. J. FISCHMANN.

4 O'Rourke Street, Auckland.

131

MEDICAL REGISTRATION.

I, ANTONY WALTER REEVE, M.B., Ch.B. (Edinburgh University), 1934, now residing in Havelock North, hereby give notice that I intend applying on the 15th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Wellington.

Dated at Havelock North, 15th May, 1937.

ANTONY WALTER REEVE.

Ranmore, Havelock North.

139

NEW ZEALAND PLATERS, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that by resolution signed by all the shareholders of the above company it was resolved that the company go into voluntary liquidation, and that JOHN HOWARD BARNETT, of Wellington, Public Accountant, be appointed liquidator.

Notice to Creditors to prove.

The liquidator of New Zealand Platers, Limited, which is being wound up voluntarily, doth hereby fix the 30th day of June, 1937, as the day on or before which the creditors of the company are to prove their debts or claims and to establish any title they may have to priority under section 258 of the Act or to be excluded from the benefit of any distribution made before such debts are proved, or, as the case may be, from objecting to such distribution.

J. H. BARNETT,
Liquidator.

Featherstone Chambers, Wellington.
28th May, 1937.

134

7981

25

48/6 32/1439

calculator book

102/47

273/13

267/230

267/144

184/47

258/253

123/15

123/143

177/15-34

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255/38

267/213

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108/1159

273/12

123/15

408/37

408/37

68/550

17

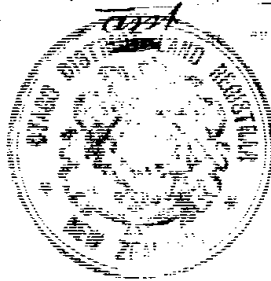
March 1939

Wm. H. H. H.

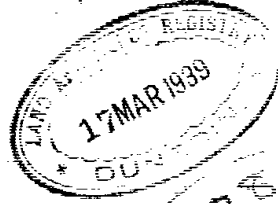
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16A/34

16A/35



Adams Bros.
N.E.



878
12

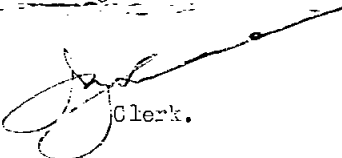
334251 BLR

MEMORANDUM OF ACCEPTANCE OF RESTRICTION AS TO
BUILDING LINE

The Taieri County Council being the local authority having control of the roads streets in the Taieri County by resolution declares that the provisions of section one hundred and twenty - eight of the Public Works Act 1928 shall not apply to the Southeastern side of the portion of Dukes Road ~~Street~~ adjoining ~~Part Sections 9 and 10, Block V, East~~ Taieri Survey District.

being all part of the land in certificate of title
C.T. 304/107
Otago Registry, subject to the condition that no building or part of a building, shall at any time be erected on the said land within a distance of thirty-three feet from the centre-line of the said portion of the said road street

I hereby certify that the foregoing is a true and correct copy of the resolution passed by the Council on the 13th day of August 1968

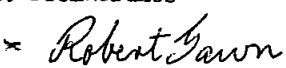

Clerk.

Acceptance

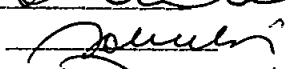
I/We, ROBERT GAWN

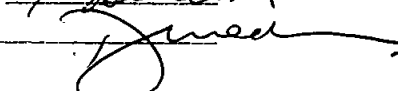
being the owner of all that parcel of the land being Part Section 9 and 10, Block V, East Taieri Survey District contained in C.T. 304/107.

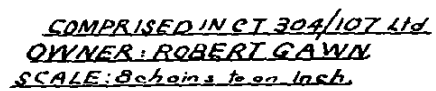
and being all part of the land in certificate of title Otago Registry hereby accept the condition that no building or part of a building shall be erected on the land specified in the said resolution within a distance of Thirty Three (33) feet. from Dukes Road ~~Street~~ adjoining the said land.


Owner.

Witness 

Occupation 

Address 



334251

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Image Quality due
to Condition
of Original

PARTICULARS ENTERED IN THE REGISTER BOOK

VOL. 304 FOLIO 107

18 NOV 1968

AT 11:25 O'CLOCK.





View Instrument Details

Instrument No	13187848.4
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

Annexure Schedule	Contains 5 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 David James Smillie as Covenantor Representative on 15/01/2025 01:50 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 Jaylene Emily Hodgson as Covenantee Representative on 15/01/2025 04:11 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

OTAGO HELICOPTERS LIMITED

Covenantee

SOUTHERN LINK PROPERTY LIMITED

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*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
No objection covenant	All that land contained within the Burdened Land	OT13B/729	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of a logistics and industrial hub, the operation of a CHP plant, the operation of a pellet plant and ancillary uses associated with a logistics and industrial hub (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of that the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 In consideration of the Covenantee agreeing to sell the Burdened Land to the Covenantor, the Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised prior to any other charges. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantant's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantant's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantant from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantant shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantant's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

View Instrument Details

Instrument No	13187848.5
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

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 Jaylene Emily Hodgson as Covenantor Representative on 15/01/2025 04:11 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 David James Smillie as Covenantee Representative on 15/01/2025 01:51 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SOUTHERN LINK PROPERTY LIMITED

Covenantee

OTAGO HELICOPTERS LIMITED

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

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
No objection covenant	All that land contained within the Burdened Land	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020	OT13B/729

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of helicopter aviation services including air transport, aerial lifting, tourism, flight training, maintenance, firefighting, air ambulance and ancillary uses (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor acknowledges that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantee's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantee's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantee from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantee shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **OT3C/899**
Land Registration District **Otago**
Date Issued 18 November 1968

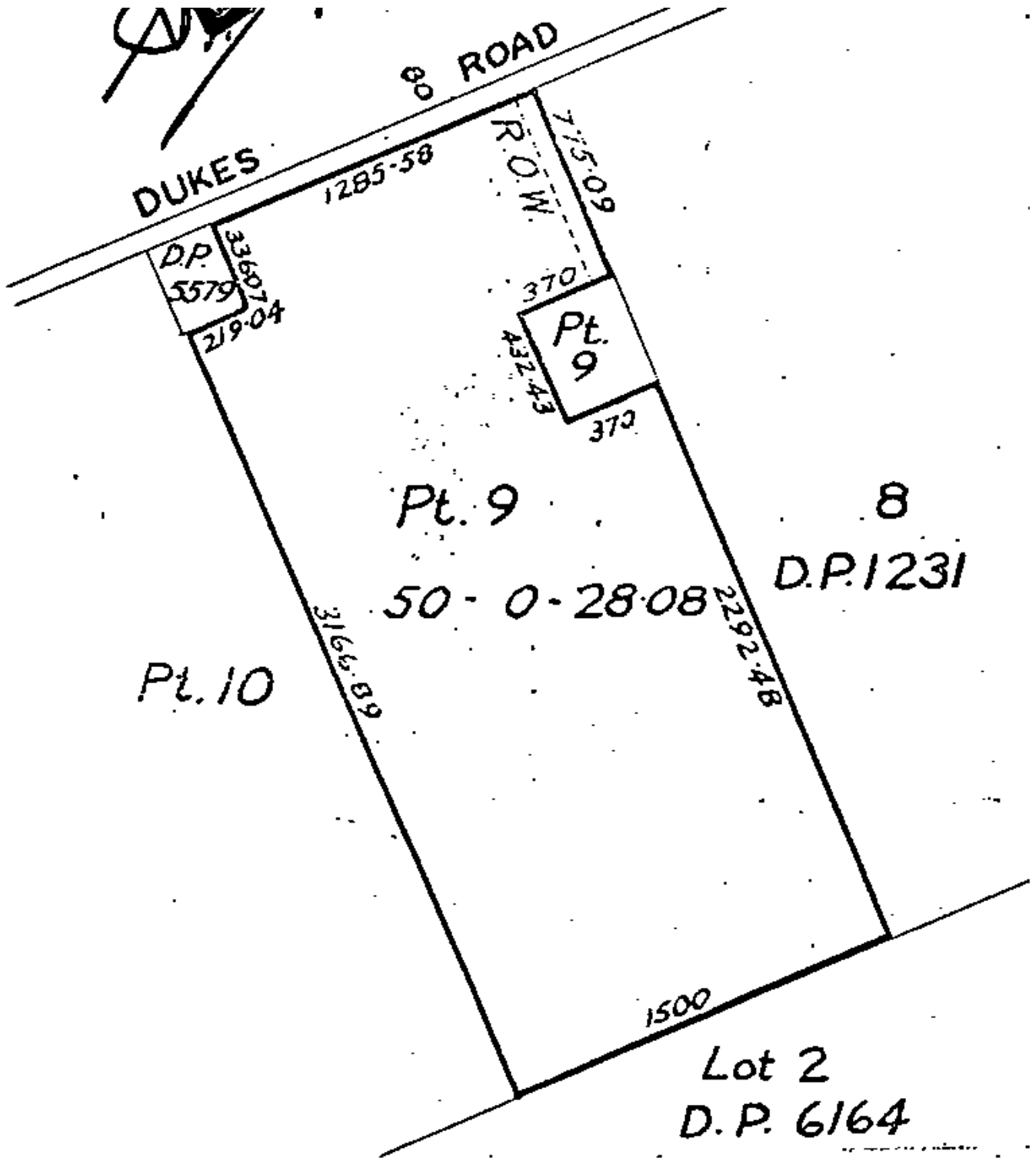
Prior References
OT304/107

Estate Fee Simple
Area 20.3053 hectares more or less
Legal Description Part Section 9 Block V East Taieri Survey
District

Registered Owners
Southern Link Property Limited

Interests

Subject to as to part to a right of way appurtenant to another part of Section 9 created by Transfer 129038
334251 Memorandum imposing Building Line Restriction
Subject to restrictions imposed by Gazette Notice X7981
Land Covenant in Covenant Instrument 13187848.4 - 20.12.2024 at 11:48 am
Land Covenant in Covenant Instrument 13187848.5 - 20.12.2024 at 11:48 am



129038 TE



MEMORANDUM OF TRANSFER.

W H E R E A S THOMAS JOHN GAWN of North Taieri Farmer

being registered as the proprietor
of an estate in fee simple

subject

however to such encumbrances liens and interests as are notified by Memoranda under-
written or endorsed hereon in that piece of land situated in the EAST TAIERI

of SURVEY DISTRICT containing by admeasurement One
hundred and twenty-three (123) acres One (1) rood Twenty-four (24)
poles

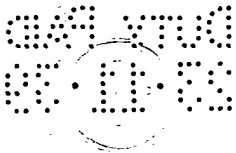
be the same a little more or less being Sections Nine (9) and Ten (10) Block
Five (V) and part Section Four (4) Block Nine (IX) East Taieri Survey
District and being the balance of the land comprised and described in
Certificate of Title Register Book Volume 262 folio 14 SUBJECT HOWEVER
to Number 4718 being notice of Charge by the Dunedin City Corporation
affecting the said part Section Four (4) SUBJECT ALSO to Number 7981
being Gazette Notice imposing certain restrictions AND WHEREAS by
Proclamation registered in the Land Registry Office at Dunedin as
Number 4875 the piece of land coloured blue on Public Works Plan Number
102046 and edged red on the plan hereon and being part of the land
comprised and described in the said Proclamation Number 4875 and in
the said Certificate of Title Register Book Volume 262 folio 14 was
taken by His Majesty the King for the use convenience and enjoyment of
an aerodrome (marker beacons) AND WHEREAS it has been agreed by and
between the Transferor and His Majesty the King (hereinafter called
"the Transferee") that the Transferor should grant to the Transferee
the right-of-way hereinafter mentioned over the piece of land coloured
yellow on the plan drawn hereon NOW THEREFORE in pursuance of the said
Agreement the Transferor DOTH HEREBY GRANT AND TRANSFER unto the
Transferee full and free right liberty and license for the Transferee
and his tenants servants agents visitors workmen and licensees at all
times by day or night and with or without horses cattle and other
animals carts carriages motor-cars motor trucks and other vehicles of
any description laden or unladen for all purposes connected with the
use and enjoyment of the said piece of land comprised in the said
Proclamation and coloured blue on the said Public Works Plan Number
102046 for whatever purpose the said land may be from time to time
used or enjoyed to pass and repass through over and along the said
piece of land coloured yellow on the plan drawn hereon to the intent
that the said right-of-way hereby created shall be appurtenant to the
land shown blue on the said Public Works Plan Number 102046 comprised
in the said Proclamation Number 4875 and every part thereof.

3rd consideration of the sum of

paid to by

[Approved by the District Land
Registrar, Dunedin - No. 267]

the receipt of which sum is hereby acknowledged



do hereby transfer to the said

all estate and interest in the said piece of land

In Witness whereof this Memorandum of Transfer has been executed this *ninth*
day of *October* one thousand nine hundred and thirty-nine.

Signed on the day above named by the said

THOMAS JOHN GAWN
in the presence of

Tho J. Gawn ✓

Signature of Witness

Occupation

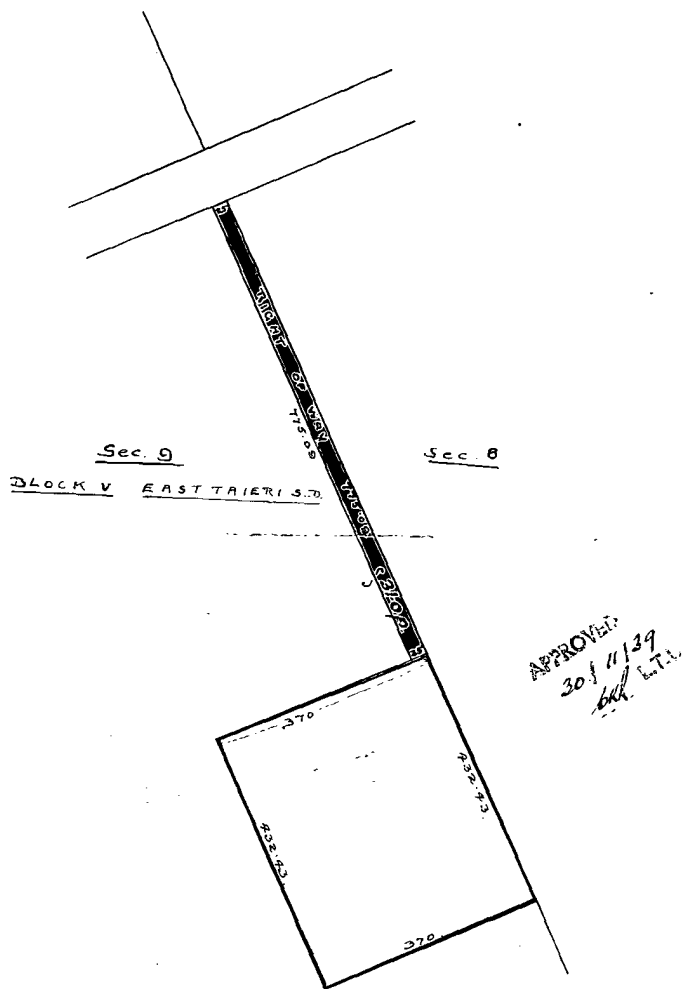
Address

Thomas J. Gawn

clerk

Dunsmuir

1



25
No. 129038

TRANSFER of GRANT OF RIGHT-OF-WAY

situated in EAST TAIERI SURVEY DISTRICT

Correct for the purposes of the Land Transfer Act.

Joseph

Solicitor for the Transferee

MR. T. J. GAWN

Vendor

HIS MAJESTY THE KING

Purchaser

Particulars entered in the Register Book, Vol. 262

Folio 14 the 27th day of
produced
November 1939 at 2.30 o'clock.
and entered 18th December 1939
at 9.30 a.m.

Thomson
Asst. District Land Registrar
of the District of Otago.

24.12
Examine the
Wise
20m
6m
G. R. O. W.
Free
27-11-39
2.30
ADAMS BROS.,
SOLICITORS,
DUNEDIN



X7981
June 3rd 1937

GN

1320

THE NEW ZEALAND GAZETTE.

[No. 37]

THE OTAGO AERO CLUB (INCORPORATED).

THE Otago Aero Club (Incorporated) (a local authority within the meaning of sections 4, 5, and 6 of the Public Works Amendment Act, 1935), hereby gives public notice pursuant to section 4 of the above-mentioned Act that for the purposes of making the North Taieri Aerodrome (near Dumedin, being Section 12 and part of Section 11, Block V, East Taieri Survey District, comprising 99 acres 1 rood 24 poles) safe for aviation purposes, it does hereby—

1. Prohibit the erection, placing, or extension without the consent of the Minister of Public Works of any building, pole, mast, or other structure of any kind (each and all of which are hereinafter referred to as "the said object") on the lands described in the schedule hereto beyond a height of 5 ft. above the normal surface of the ground upon which the said object is erected or placed unless the height of the said object does not exceed one-fifteenth of the distance from the foot of the said object to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

2. Limit the height to which trees may be grown on the said lands described in the schedule hereto without the consent of the Minister of Public Works to a height of 5 ft. above the normal surface of the ground on which such trees are growing, unless the height of such trees does not exceed one-fifteenth of the distance from the foot of such trees to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

THE SCHEDULE BEFORE REFERRED TO.

All those parts of the sections and allotments hereinafter enumerated as lie within a distance of 15 chains from the boundary of the said North Taieri Aerodrome (hereinbefore described):—

Description of Land.

No.	Section or Allotment.	Block	District.	Owner.
1	Section 68, Crosshill Settlement	IX	East Taieri ..	Thomas J. Gawn. 27/5/37
2	Section 3 and part Sections 4 and 5	IX	East Taieri ..	Thomas J. Gawn. 27/5/37
3	Section 48, Crosshill Settlement (Crown leasehold) ..	IX	East Taieri ..	James Carroll. 27/5/37
4	Sections 9 and 10	V	East Taieri ..	Thomas J. Gawn. 27/5/37
5	Sections 3 and 4	V	East Taieri ..	James Gow. 27/5/37
6	Allotment 1, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	William and David McDowall. 27/5/37
7	Allotment 2, Janefield Settlement (freehold)	V	East Taieri ..	James E. Nicol. 27/5/37
8	Allotment 3, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	George Ruthven. 27/5/37
9	Allotments 4 and 9, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	George Rutherford. 27/5/37
10	Allotments 5 and 6, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Ross M. P. Stevenson. 27/5/37
11	Allotments 7 and 8, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Dorothy I. Mutch. 27/5/37
12	Allotment 16, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Lawrence T. Hughson. 27/5/37
13	Allotment 93, Mossburn Estate (Deeds Plan 233)	VI	East Taieri ..	David P. Wilson. 27/5/37
14	Sections 7, 8, and 9	VI	East Taieri ..	John Fowler. 27/5/37
15	Allotment 1, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri ..	Thomas Barkla and/or Alex. Penman. 27/5/37
16	Allotment 2, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri ..	Cecil Hazlett. 27/5/37
17	Section 2 of 58, Crosshill Settlement (Crown leasehold) ..	X	East Taieri ..	Thomas Porter (lessee). 27/5/37

Dated this 28th day of May, 1937.

The common seal of the Otago Aero Club (Incorporated) was hereunto affixed in the presence of—

J. H. PENROSE } Members of the Executive.
M. SHEPHERD }
G. S. KIRBY, Secretary.

132

H. T. COOPER, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that at a general meeting of the above-named company held on the 24th day of May, 1937, the following special resolution was duly passed:—

- (1) "That the company be wound up voluntarily."
- (2) "That Mr. FRANK EDWARD CLARKE, Public Accountant, and PERCY THOMSON, Solicitor, both of Stratford, be and they are hereby appointed liquidators of the company."

Dated this 28th day of May, 1937.

133 H. T. COOPER,
Chairman.

CHANGE OF NAME OF COMPANY.

NOTICE is hereby given that Supreme Tailoring and Cash Order Company, Limited, has changed its name to Supreme Cash Order Company, Limited, and that the new name was this day entered on my Register of Companies in place of the former name.

Dated at Auckland, this 24th day of May, 1937.

136 H. B. WALTON,
Assistant Registrar of Companies.

CLUTHA COUNTY COUNCIL.

RESOLUTION MAKING SPECIAL RATE.

IN pursuance and exercise of the powers vested in it in that behalf by the Local Bodies' Loans Act, 1926, the Clutha County Council hereby resolves as follows:—

"That, for the purpose of providing the interest and other charges on a loan of £4,000 authorized to be raised by the Clutha County Council under the above-mentioned Act for its contribution to the cost of the construction of the Clydevale Bridge, together with the approaches thereto, the said Clutha County Council hereby makes and levies a special rate of 1/12th of a penny in the pound upon the rateable value of all rateable property of the County of Clutha comprising the whole of the county, and that such special rate shall be an annual-recurring rate during the currency of the loan and be repayable on every first day of August and first day of February in each and every year during the currency of such loan, being a period of five years or until the loan is fully paid off."

I hereby certify that the above resolution is a true and correct copy of a resolution passed by the Clutha County Council on Tuesday, 25th May, 1937, and appearing in the Council's minute-book.

135 A. K. BAXTER,
County Clerk.

THE NELSON DIOCESAN TRUST BOARD EMPOWERING ACT, 1937.

In the matter of a Private Estate Bill intended to be brought into the General Assembly of New Zealand, the short title of which is "The Nelson Diocesan Trust Board Empowering Act, 1937."

PURSUANT to the Standing Rules and Orders of the General Assembly of New Zealand relating to Private Bills notice is hereby given that The Nelson Diocesan Trust Board, incorporated under the Religious, Charitable, and Educational Trusts Act, 1908, and the statutes thereby consolidated, and having its registered office in the City of Nelson, intends to present a petition to the General Assembly of New Zealand at the next session of the said General Assembly to be held thirty days after the last publication of this advertisement praying and applying for leave to bring in a Private Estate Bill to be called "The Nelson Diocesan Trust Board Empowering Act, 1937."

The objects of the proposed Bill are—

1. To authorize the sale by The Nelson Diocesan Trust Board of all that parcel of land containing 46 acres 2 roods 12 perches, more or less, being part of Lot 2 on a plan deposited in the Land Registry Office at Nelson under No. 2072, and being parts of Sections 47, 49, and 50, Suburban South, situated in Block IV, Waimea Survey District, and being all the land now comprised in Certificate of Title, Volume 70, folio 54, together with all buildings and improvements thereon in one or more lots and either by public auction or private contract as the Board may deem fit freed and discharged from the trusts now affecting the same created by the will of the late James Wilfred Marsden, deceased.

2. To empower the said Board to apply the proceeds of such sale in or towards the purchase of lands and buildings, or the purchase of lands and the erection of buildings thereon, within the City of Nelson as a permanent residence for the Bishop of Nelson and his successors for all time.

3. To authorize the said Board pending the application of the proceeds of such sale as aforesaid to invest any moneys arising therefrom or any part thereof in any manner in which trustees are authorized by law to invest trust moneys, and to apply the income arising from such investments in and towards the same purposes to which the capital moneys are to be appropriated, or, in the discretion of the said Board, in the maintenance of the land and buildings at present occupied by the Bishop of Nelson as a residence.

4. To provide for the payment of the costs of and incidental to the obtaining and passing of the proposed Bill and of the said proposed sale out of the proceeds thereof.

Printed copies of the said proposed Bill will be deposited in the Private Bill Office of the General Assembly of New Zealand not earlier than thirty days before and not later than fourteen days after the commencement of the session in which it is proposed to bring in the said Bill.

Dated at Nelson, this 24th day of May, 1937.

This advertisement is published by The Nelson Diocesan Trust Board having its registered office in the City of Nelson, the seal of which Board has been affixed hereto in the presence of—

T. E. MAUNSELL,
C. W. PITTS BROWN,
H. HURST.

Members of the Board.

124

W. S. WARD AND CO., LIMITED.

IN VOLUNTARY LIQUIDATION.

In the matter of the Companies Act, 1933.

NOTICE is hereby given that at a meeting of shareholders of W. S. Ward and Co., Limited, held on Monday, 17th May, 1937, it was resolved that the company be wound up voluntarily, and that ALFRED JAMES TUNBRIDGE, of New Plymouth, Public Accountant, be appointed liquidator for such winding up.

A. J. TUNBRIDGE,
Liquidator.

128

LANZ LABORATORIES, LIMITED.

IN VOLUNTARY LIQUIDATION.

PURSUANT to section 222 of the Companies Act, 1933, notice is hereby given that Lanz Laboratories, Limited, Auckland, passed the following special resolution on the 24th day of May, 1937:—

- (1) "That the company be wound up voluntarily."
- (2) "That ALFRED LAMBERT PIKE, Public Accountant, of Auckland, be and is hereby appointed liquidator for the purpose of such winding up."

A. L. PIKE,
Liquidator.

120

CHRISTCHURCH CITY COUNCIL.

NOTICE OF INTENTION TO TAKE LAND.

In the matter of the Public Works Act, 1928, and the Acts amending the same.

NOTICE is hereby given that the Mayor, Councillors, and Citizens of the City of Christchurch, a body corporate constituted under the Municipal Corporations Act, 1933, proposes to take under the provisions of the Public Works Act, 1928, and its amendments, the lands described in the schedule hereto for the following public work—that is to say, for the purposes of public conveniences and other municipal purposes: And notice is hereby further given that a plan showing the land to be taken and the names of the owners and occupiers of such land is deposited at the office of the Town Clerk of Christchurch aforesaid, where it lies open for public inspection daily without fee during all reasonable hours: And that all persons affected shall if they have any well-grounded objections to the taking of such land set forth in writing such objections, and send such writing within forty days from the 27th day of May, one thousand nine hundred and thirty-seven (being the date of the first publication of this notice), addressed to the Town Clerk, Christchurch.

SCHEDULE.

All that parcel of land situated in the City of Christchurch, containing by admeasurement three perches and seven-tenths of a perch, by the same a little more or less, being those portions of Town Sections 901 and 902 of the City of Christchurch, comprised in Certificate of Title, Volume 270, folio 240 (Canterbury Land Registry Office).

Dated at Christchurch, this 26th day of May, 1937.

J. S. NEVILLE,
Town Clerk.

Christchurch.

130

MEDICAL REGISTRATION.

I, EUGEN JENO FISCHMANN, M.D., University of Vienna, 1932, now residing in Auckland, hereby give notice that I intend applying on the 27th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Auckland.

Dated at Auckland, 27th May, 1937.

E. J. FISCHMANN.

4 O'Rourke Street, Auckland.

131

MEDICAL REGISTRATION.

I, ANTONY WALTER REEVE, M.B., Ch.B. (Edinburgh University), 1934, now residing in Havelock North, hereby give notice that I intend applying on the 15th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Wellington.

Dated at Havelock North, 15th May, 1937.

ANTONY WALTER REEVE.

Ranmore, Havelock North.

139

NEW ZEALAND PLATERS, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that by resolution signed by all the shareholders of the above company it was resolved that the company go into voluntary liquidation, and that JOHN HOWARD BARNETT, of Wellington, Public Accountant, be appointed liquidator.

Notice to Creditors to prove.

The liquidator of New Zealand Platers, Limited, which is being wound up voluntarily, doth hereby fix the 30th day of June, 1937, as the day on or before which the creditors of the company are to prove their debts or claims and to establish any title they may have to priority under section 258 of the Act or to be excluded from the benefit of any distribution made before such debts are proved, or, as the case may be, from objecting to such distribution.

J. H. BARNETT,
Liquidator.

Featherstone Chambers, Wellington.
28th May, 1937.

134

7981

25

48/6 32/1439

calculator book

102/47

273/13

267/230

267/144

184/47

258/253

123/15

123/143

177/15-34

127/78

123/15

255/38

267/213

276/13

108/1159

273/12

123/15

408/37

408/37

68/550

17

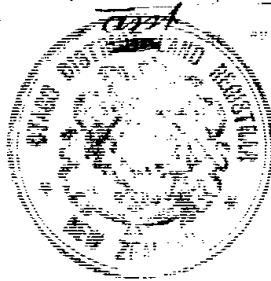
March 1939

Wm. H. ...

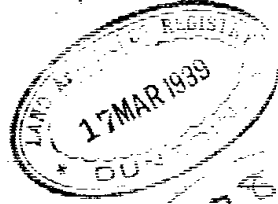
12

16A/34

16A/35



Adams Bros.
N.E.



878
12

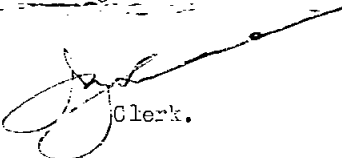
334251 BLR

MEMORANDUM OF ACCEPTANCE OF RESTRICTION AS TO
BUILDING LINE

The Taieri County Council being the local authority having control of the roads streets in the Taieri County by resolution declares that the provisions of section one hundred and twenty - eight of the Public Works Act 1928 shall not apply to the Southeastern side of the portion of Dukes Road ~~Street~~ adjoining ~~Part Sections 9 and 10, Block V, East~~ Taieri Survey District.

being all part of the land in certificate of title
C.T. 304/107
Otago Registry, subject to the condition that no building or part of a building, shall at any time be erected on the said land within a distance of thirty-three feet from the centre-line of the said portion of the said road street

I hereby certify that the foregoing is a true and correct copy of the resolution passed by the Council on the 13th day of August 1968

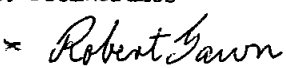

Clerk.

Acceptance

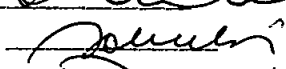
I/we, ROBERT GAWN

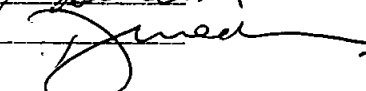
being the owner of all that parcel of the land being Part Section 9 and 10, Block V, East Taieri Survey District contained in C.T. 304/107.

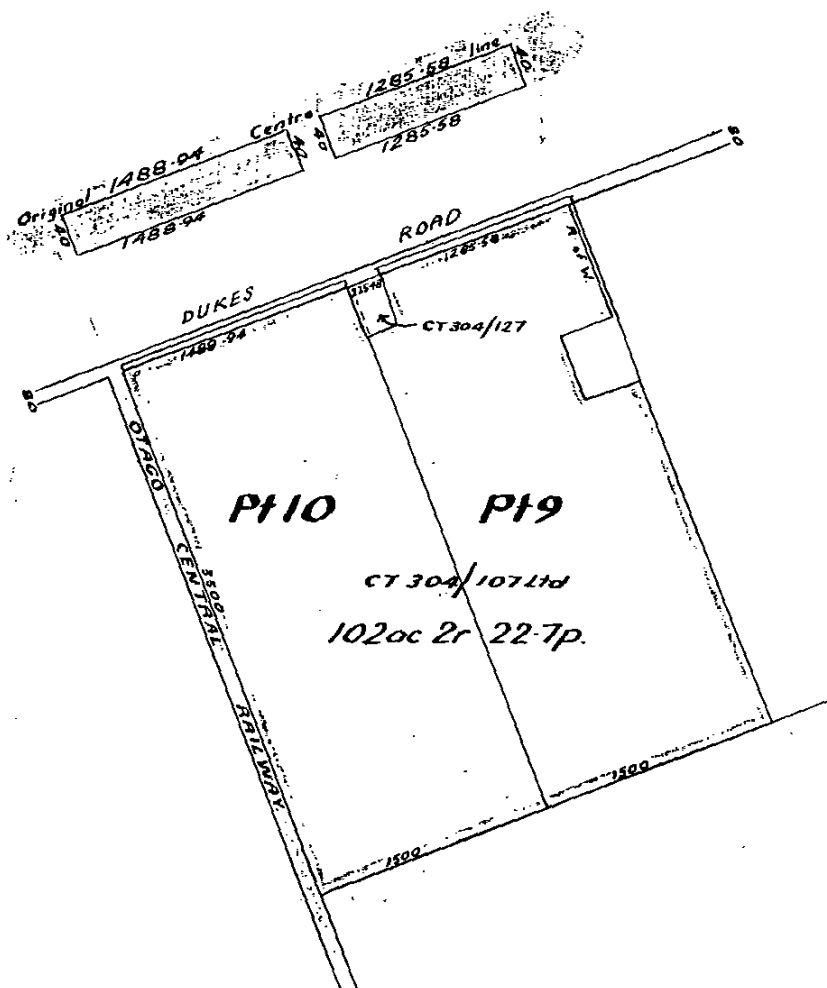
and being all part of the land in certificate of title Otago Registry hereby accept the condition that no building or part of a building shall be erected on the land specified in the said resolution within a distance of Thirty Three (33) feet. from Dukes Road ~~Street~~ adjoining the said land.


Owner.

Witness 

Occupation 

Address 



EXEMPTION FROM SEC 28 OF THE PUBLIC
WORKS ACT 1928 OF THE SOUTH EASTERN
PORTION OF DUKES ROAD FRONTING PT
SECS 9 and 10, BLOCK YEASTDAIR
SURVEY DISTRICT

COMPRISED IN CT 304/107 Ltd
OWNER: ROBERT GAWN
SCALE: 8 chains to an inch.

334251

28

Image Quality due
to Condition
of Original

PARTICULARS ENTERED IN THE REGISTER BOOK

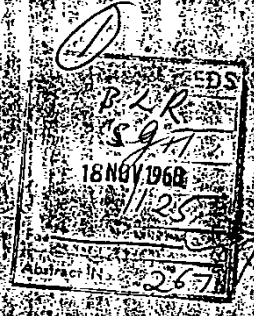
VOL. 304 FOLIO 107

18 NOV 1968

AT 11:25 O'CLOCK.



W. H. H. H.
Assistant Land Registrar





View Instrument Details

Instrument No	13187848.4
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

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 David James Smillie as Covenantor Representative on 15/01/2025 01:50 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 Jaylene Emily Hodgson as Covenantee Representative on 15/01/2025 04:11 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

OTAGO HELICOPTERS LIMITED

Covenantee

SOUTHERN LINK PROPERTY LIMITED

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*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
No objection covenant	All that land contained within the Burdened Land	OT13B/729	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of a logistics and industrial hub, the operation of a CHP plant, the operation of a pellet plant and ancillary uses associated with a logistics and industrial hub (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of that the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 In consideration of the Covenantee agreeing to sell the Burdened Land to the Covenantor, the Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised prior to any other charges. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantant's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantant's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantant from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantant shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantant's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

View Instrument Details

Instrument No	13187848.5
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

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 Jaylene Emily Hodgson as Covenantor Representative on 15/01/2025 04:11 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 David James Smillie as Covenantee Representative on 15/01/2025 01:51 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SOUTHERN LINK PROPERTY LIMITED

Covenantee

OTAGO HELICOPTERS LIMITED

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

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
No objection covenant	All that land contained within the Burdened Land	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020	OT13B/729

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of helicopter aviation services including air transport, aerial lifting, tourism, flight training, maintenance, firefighting, air ambulance and ancillary uses (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor acknowledges that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantee's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantee's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantee from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantee shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

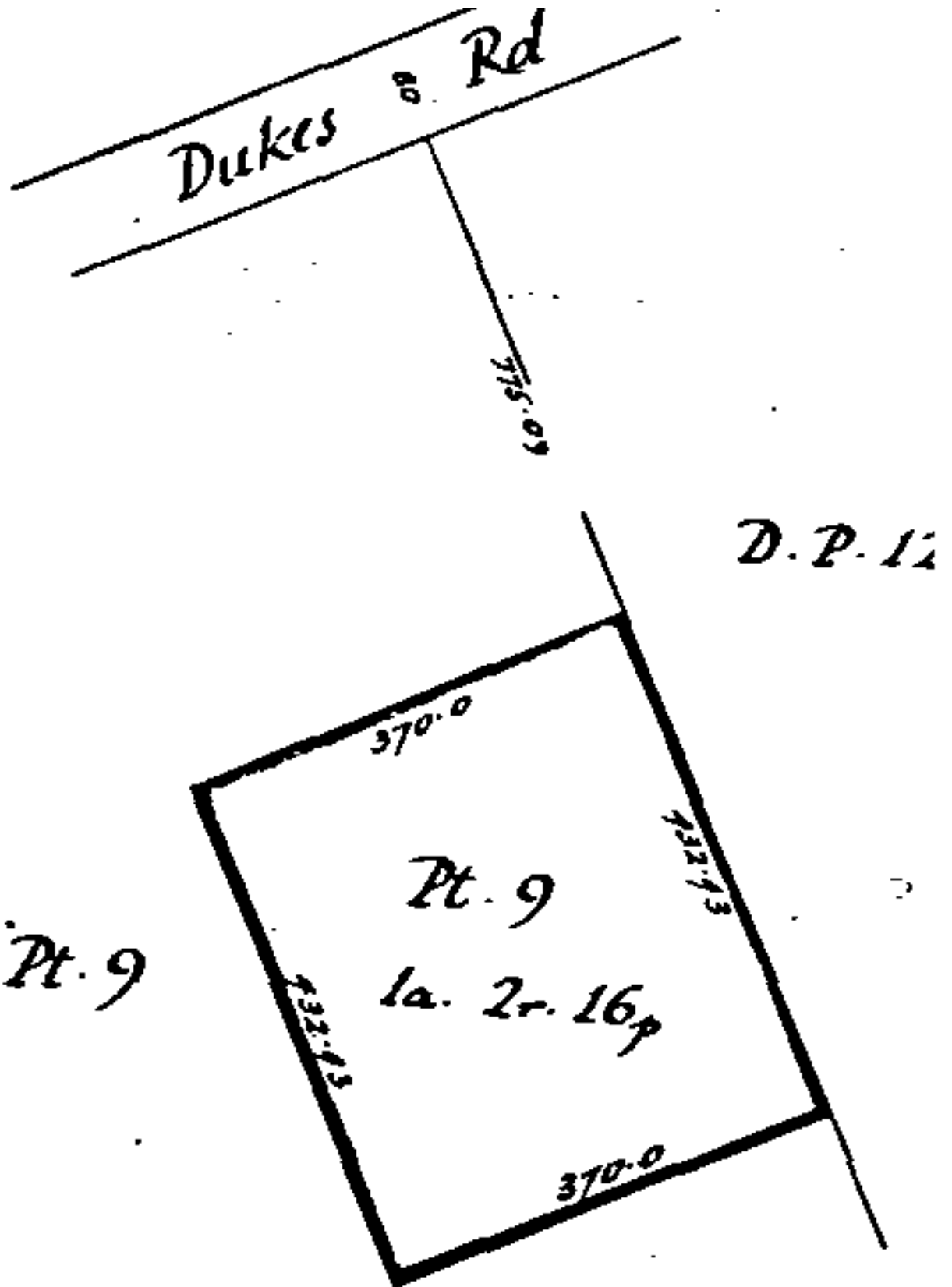
Identifier **OT329/233**
Land Registration District **Otago**
Date Issued 23 September 1948

Prior References
GN 41 OT262/14

Estate Fee Simple
Area 6475 square metres more or less
Legal Description Part Section 9 Block V East Taieri Survey
District

Registered Owners
Southern Link Property Limited

Interests
For frontage to a public road see CT OT304/107
Land Covenant in Covenant Instrument 13187848.4 - 20.12.2024 at 11:48 am
Land Covenant in Covenant Instrument 13187848.5 - 20.12.2024 at 11:48 am



X7981
June 3rd 1937

GN

1320

THE NEW ZEALAND GAZETTE.

[No. 37]

THE OTAGO AERO CLUB (INCORPORATED).

THE Otago Aero Club (Incorporated) (a local authority within the meaning of sections 4, 5, and 6 of the Public Works Amendment Act, 1935), hereby gives public notice pursuant to section 4 of the above-mentioned Act that for the purposes of making the North Taieri Aerodrome (near Dumedin, being Section 12 and part of Section 11, Block V, East Taieri Survey District, comprising 99 acres 1 rood 24 poles) safe for aviation purposes, it does hereby—

1. Prohibit the erection, placing, or extension without the consent of the Minister of Public Works of any building, pole, mast, or other structure of any kind (each and all of which are hereinafter referred to as "the said object") on the lands described in the schedule hereto beyond a height of 5 ft. above the normal surface of the ground upon which the said object is erected or placed unless the height of the said object does not exceed one-fifteenth of the distance from the foot of the said object to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

2. Limit the height to which trees may be grown on the said lands described in the schedule hereto without the consent of the Minister of Public Works to a height of 5 ft. above the normal surface of the ground on which such trees are growing, unless the height of such trees does not exceed one-fifteenth of the distance from the foot of such trees to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

THE SCHEDULE BEFORE REFERRED TO.

All those parts of the sections and allotments hereinafter enumerated as lie within a distance of 15 chains from the boundary of the said North Taieri Aerodrome (hereinbefore described):—

Description of Land.

No.	Section or Allotment.	Block	District.	Owner.
1	Section 68, Crosshill Settlement	IX	East Taieri ..	Thomas J. Gawn. 27/5/37
2	Section 3 and part Sections 4 and 5	IX	East Taieri ..	Thomas J. Gawn. 27/5/37
3	Section 48, Crosshill Settlement (Crown leasehold) ..	IX	East Taieri ..	James Carroll. 27/5/37
4	Sections 9 and 10	V	East Taieri ..	Thomas J. Gawn. 27/5/37
5	Sections 3 and 4	V	East Taieri ..	James Gow. 27/5/37
6	Allotment 1, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	William and David McDowall. 27/5/37
7	Allotment 2, Janefield Settlement (freehold)	V	East Taieri ..	James E. Nicol. 27/5/37
8	Allotment 3, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	George Ruthven. 27/5/37
9	Allotments 4 and 9, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	George Rutherford. 27/5/37
10	Allotments 5 and 6, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Ross M. P. Stevenson. 27/5/37
11	Allotments 7 and 8, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Dorothy I. Mutch. 27/5/37
12	Allotment 16, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Lawrence T. Hughson. 27/5/37
13	Allotment 93, Mossburn Estate (Deeds Plan 233)	VI	East Taieri ..	David P. Wilson. 27/5/37
14	Sections 7, 8, and 9	VI	East Taieri ..	John Fowler. 27/5/37
15	Allotment 1, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri ..	Thomas Barkla and/or Alex. Penman. 27/5/37
16	Allotment 2, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri ..	Cecil Hazlett. 27/5/37
17	Section 2 of 58, Crosshill Settlement (Crown leasehold) ..	X	East Taieri ..	Thomas Porter (lessee). 27/5/37

Dated this 28th day of May, 1937.

The common seal of the Otago Aero Club (Incorporated) was hereunto affixed in the presence of—

J. H. PENROSE } Members of the Executive.
M. SHEPHERD }
G. S. KIRBY, Secretary.

132

H. T. COOPER, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that at a general meeting of the above-named company held on the 24th day of May, 1937, the following special resolution was duly passed:—

- (1) "That the company be wound up voluntarily."
- (2) "That Mr. FRANK EDWARD CLARKE, Public Accountant, and PERCY THOMSON, Solicitor, both of Stratford, be and they are hereby appointed liquidators of the company."

Dated this 28th day of May, 1937.

133 H. T. COOPER,
Chairman.

CHANGE OF NAME OF COMPANY.

NOTICE is hereby given that Supreme Tailoring and Cash Order Company, Limited, has changed its name to Supreme Cash Order Company, Limited, and that the new name was this day entered on my Register of Companies in place of the former name.

Dated at Auckland, this 24th day of May, 1937.

136 H. B. WALTON,
Assistant Registrar of Companies.

CLUTHA COUNTY COUNCIL.

RESOLUTION MAKING SPECIAL RATE.

IN pursuance and exercise of the powers vested in it in that behalf by the Local Bodies' Loans Act, 1926, the Clutha County Council hereby resolves as follows:—

"That, for the purpose of providing the interest and other charges on a loan of £4,000 authorized to be raised by the Clutha County Council under the above-mentioned Act for its contribution to the cost of the construction of the Clydevale Bridge, together with the approaches thereto, the said Clutha County Council hereby makes and levies a special rate of 1/12th of a penny in the pound upon the rateable value of all rateable property of the County of Clutha comprising the whole of the county, and that such special rate shall be an annual-recurring rate during the currency of the loan and be repayable on every first day of August and first day of February in each and every year during the currency of such loan, being a period of five years or until the loan is fully paid off."

I hereby certify that the above resolution is a true and correct copy of a resolution passed by the Clutha County Council on Tuesday, 25th May, 1937, and appearing in the Council's minute-book.

135 A. K. BAXTER,
County Clerk.

THE NELSON DIOCESAN TRUST BOARD EMPOWERING ACT, 1937.

In the matter of a Private Estate Bill intended to be brought into the General Assembly of New Zealand, the short title of which is "The Nelson Diocesan Trust Board Empowering Act, 1937."

PURSUANT to the Standing Rules and Orders of the General Assembly of New Zealand relating to Private Bills notice is hereby given that The Nelson Diocesan Trust Board, incorporated under the Religious, Charitable, and Educational Trusts Act, 1908, and the statutes thereby consolidated, and having its registered office in the City of Nelson, intends to present a petition to the General Assembly of New Zealand at the next session of the said General Assembly to be held thirty days after the last publication of this advertisement praying and applying for leave to bring in a Private Estate Bill to be called "The Nelson Diocesan Trust Board Empowering Act, 1937."

The objects of the proposed Bill are—

1. To authorize the sale by The Nelson Diocesan Trust Board of all that parcel of land containing 46 acres 2 roods 12 perches, more or less, being part of Lot 2 on a plan deposited in the Land Registry Office at Nelson under No. 2072, and being parts of Sections 47, 49, and 50, Suburban South, situated in Block IV, Waimea Survey District, and being all the land now comprised in Certificate of Title, Volume 70, folio 54, together with all buildings and improvements thereon in one or more lots and either by public auction or private contract as the Board may deem fit freed and discharged from the trusts now affecting the same created by the will of the late James Wilfred Marsden, deceased.

2. To empower the said Board to apply the proceeds of such sale in or towards the purchase of lands and buildings, or the purchase of lands and the erection of buildings thereon, within the City of Nelson as a permanent residence for the Bishop of Nelson and his successors for all time.

3. To authorize the said Board pending the application of the proceeds of such sale as aforesaid to invest any moneys arising therefrom or any part thereof in any manner in which trustees are authorized by law to invest trust moneys, and to apply the income arising from such investments in and towards the same purposes to which the capital moneys are to be appropriated, or, in the discretion of the said Board, in the maintenance of the land and buildings at present occupied by the Bishop of Nelson as a residence.

4. To provide for the payment of the costs of and incidental to the obtaining and passing of the proposed Bill and of the said proposed sale out of the proceeds thereof.

Printed copies of the said proposed Bill will be deposited in the Private Bill Office of the General Assembly of New Zealand not earlier than thirty days before and not later than fourteen days after the commencement of the session in which it is proposed to bring in the said Bill.

Dated at Nelson, this 24th day of May, 1937.

This advertisement is published by The Nelson Diocesan Trust Board having its registered office in the City of Nelson, the seal of which Board has been affixed hereto in the presence of—

T. E. MAUNSELL,
C. W. PITTS BROWN,
H. HURST.

Members of the Board.

124

W. S. WARD AND CO., LIMITED.

IN VOLUNTARY LIQUIDATION.

In the matter of the Companies Act, 1933.

NOTICE is hereby given that at a meeting of shareholders of W. S. Ward and Co., Limited, held on Monday, 17th May, 1937, it was resolved that the company be wound up voluntarily, and that ALFRED JAMES TUNBRIDGE, of New Plymouth, Public Accountant, be appointed liquidator for such winding up.

A. J. TUNBRIDGE,
Liquidator.

128

LANZ LABORATORIES, LIMITED.

IN VOLUNTARY LIQUIDATION.

PURSUANT to section 222 of the Companies Act, 1933, notice is hereby given that Lanz Laboratories, Limited, Auckland, passed the following special resolution on the 24th day of May, 1937:—

(1) "That the company be wound up voluntarily."
(2) "That ALFRED LAMBERT PIKE, Public Accountant, of Auckland, be and is hereby appointed liquidator for the purpose of such winding up."

A. L. PIKE,
Liquidator.

120

CHRISTCHURCH CITY COUNCIL.

NOTICE OF INTENTION TO TAKE LAND.

In the matter of the Public Works Act, 1928, and the Acts amending the same.

NOTICE is hereby given that the Mayor, Councillors, and Citizens of the City of Christchurch, a body corporate constituted under the Municipal Corporations Act, 1933, proposes to take under the provisions of the Public Works Act, 1928, and its amendments, the lands described in the schedule hereto for the following public work—that is to say, for the purposes of public conveniences and other municipal purposes: And notice is hereby further given that a plan showing the land to be taken and the names of the owners and occupiers of such land is deposited at the office of the Town Clerk of Christchurch aforesaid, where it lies open for public inspection daily without fee during all reasonable hours: And that all persons affected shall if they have any well-grounded objections to the taking of such land set forth in writing such objections, and send such writing within forty days from the 27th day of May, one thousand nine hundred and thirty-seven (being the date of the first publication of this notice), addressed to the Town Clerk, Christchurch.

SCHEDULE.

All that parcel of land situated in the City of Christchurch, containing by admeasurement three perches and seven-tenths of a perch, by the same a little more or less, being those portions of Town Sections 901 and 902 of the City of Christchurch, comprised in Certificate of Title, Volume 270, folio 240 (Canterbury Land Registry Office).

Dated at Christchurch, this 26th day of May, 1937.

J. S. NEVILLE,
Town Clerk.

Christchurch.

130

MEDICAL REGISTRATION.

I, EUGEN JENO FISCHMANN, M.D., University of Vienna, 1932, now residing in Auckland, hereby give notice that I intend applying on the 27th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Auckland.

Dated at Auckland, 27th May, 1937.

E. J. FISCHMANN.

4 O'Rourke Street, Auckland.

131

MEDICAL REGISTRATION.

I, ANTONY WALTER REEVE, M.B., Ch.B. (Edinburgh University), 1934, now residing in Havelock North, hereby give notice that I intend applying on the 15th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Wellington.

Dated at Havelock North, 15th May, 1937.

ANTONY WALTER REEVE.

Ranmore, Havelock North.

139

NEW ZEALAND PLATERS, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that by resolution signed by all the shareholders of the above company it was resolved that the company go into voluntary liquidation, and that JOHN HOWARD BARNETT, of Wellington, Public Accountant, be appointed liquidator.

Notice to Creditors to prove.

The liquidator of New Zealand Platers, Limited, which is being wound up voluntarily, doth hereby fix the 30th day of June, 1937, as the day on or before which the creditors of the company are to prove their debts or claims and to establish any title they may have to priority under section 258 of the Act or to be excluded from the benefit of any distribution made before such debts are proved, or, as the case may be, from objecting to such distribution.

J. H. BARNETT,
Liquidator.

Featherstone Chambers, Wellington.
28th May, 1937.

134

7981

25

48/6 32/1439

calculator book

102/47

267/113

267/230

267/114

184/47

273/113

258/253

113/114

123/143

177/15-34

127/78

123/113

255/38

267/213

276/113

108/1159

273/112

113/114

408/378

408/378

68/550

17

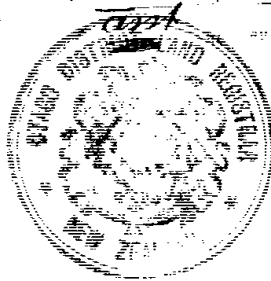
March 1939

Wm. H. H. H.

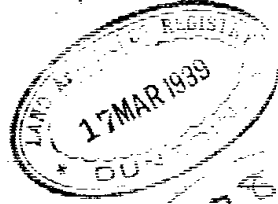
12

16A/34

16A/35



Adams Bros.
N.E.



878
12



View Instrument Details

Instrument No	13187848.4
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

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 David James Smillie as Covenantor Representative on 15/01/2025 01:50 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 Jaylene Emily Hodgson as Covenantee Representative on 15/01/2025 04:11 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

OTAGO HELICOPTERS LIMITED

Covenantee

SOUTHERN LINK PROPERTY LIMITED

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

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
No objection covenant	All that land contained within the Burdened Land	OT13B/729	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of a logistics and industrial hub, the operation of a CHP plant, the operation of a pellet plant and ancillary uses associated with a logistics and industrial hub (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of that the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 In consideration of the Covenantee agreeing to sell the Burdened Land to the Covenantor, the Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised prior to any other charges. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantant's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantant's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantant from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantant shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantant's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

View Instrument Details

Instrument No	13187848.5
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

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 Jaylene Emily Hodgson as Covenantor Representative on 15/01/2025 04:11 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 David James Smillie as Covenantee Representative on 15/01/2025 01:51 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SOUTHERN LINK PROPERTY LIMITED

Covenantee

OTAGO HELICOPTERS LIMITED

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

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
No objection covenant	All that land contained within the Burdened Land	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020	OT13B/729

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of helicopter aviation services including air transport, aerial lifting, tourism, flight training, maintenance, firefighting, air ambulance and ancillary uses (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor acknowledges that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantee's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantee's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantee from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantee shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

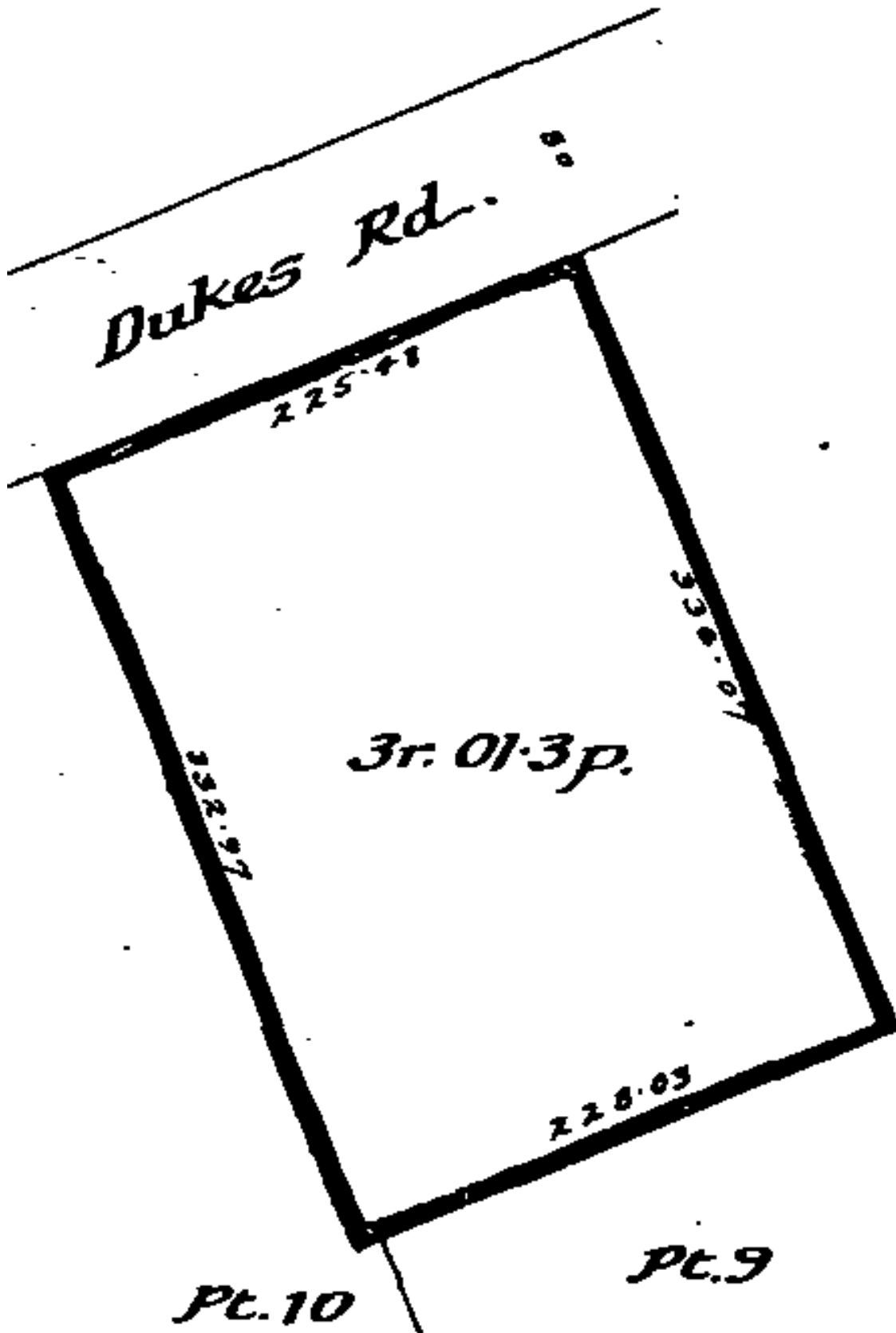
Identifier OT304/127
Land Registration District Otago
Date Issued 22 November 1940

Prior References
OT262/14

Estate Fee Simple
Area 3068 square metres more or less
Legal Description Deposited Plan 5579
Registered Owners
Southern Link Property Limited

Interests

X7981 Gazette Notice dated 28th may 1937 imposing restrictions under Section 4 Public Works Amendment Act 1935 - 17.3.1939 at 12.00 pm
Land Covenant in Covenant Instrument 13187848.4 - 20.12.2024 at 11:48 am
Land Covenant in Covenant Instrument 13187848.5 - 20.12.2024 at 11:48 am



X7981
June 3rd 1937

GN

1320

THE NEW ZEALAND GAZETTE.

[No. 37]

THE OTAGO AERO CLUB (INCORPORATED).

THE Otago Aero Club (Incorporated) (a local authority within the meaning of sections 4, 5, and 6 of the Public Works Amendment Act, 1935), hereby gives public notice pursuant to section 4 of the above-mentioned Act that for the purposes of making the North Taieri Aerodrome (near Dumedin, being Section 12 and part of Section 11, Block V, East Taieri Survey District, comprising 99 acres 1 rood 24 poles) safe for aviation purposes, it does hereby—

1. Prohibit the erection, placing, or extension without the consent of the Minister of Public Works of any building, pole, mast, or other structure of any kind (each and all of which are hereinafter referred to as "the said object") on the lands described in the schedule hereto beyond a height of 5 ft. above the normal surface of the ground upon which the said object is erected or placed unless the height of the said object does not exceed one-fifteenth of the distance from the foot of the said object to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

2. Limit the height to which trees may be grown on the said lands described in the schedule hereto without the consent of the Minister of Public Works to a height of 5 ft. above the normal surface of the ground on which such trees are growing, unless the height of such trees does not exceed one-fifteenth of the distance from the foot of such trees to the nearest part of the boundary of the said North Taieri Aerodrome hereinbefore described, such distance to be measured on a horizontal plane.

THE SCHEDULE BEFORE REFERRED TO.

All those parts of the sections and allotments hereinafter enumerated as lie within a distance of 15 chains from the boundary of the said North Taieri Aerodrome (hereinbefore described):—

Description of Land.

No.	Section or Allotment.	Block	District.	Owner.
1	Section 68, Crosshill Settlement	IX	East Taieri ..	Thomas J. Gawn. 27/5/37
2	Section 3 and part Sections 4 and 5	IX	East Taieri ..	Thomas J. Gawn. 27/5/37
3	Section 48, Crosshill Settlement (Crown leasehold) ..	IX	East Taieri ..	James Carroll. 27/5/37
4	Sections 9 and 10	V	East Taieri ..	Thomas J. Gawn. 27/5/37
5	Sections 3 and 4	V	East Taieri ..	James Gow. 27/5/37
6	Allotment 1, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	William and David McDowall. 27/5/37
7	Allotment 2, Janefield Settlement (freehold)	V	East Taieri ..	James E. Nicol. 27/5/37
8	Allotment 3, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	George Ruthven. 27/5/37
9	Allotments 4 and 9, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	George Rutherford. 27/5/37
10	Allotments 5 and 6, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Ross M. P. Stevenson. 27/5/37
11	Allotments 7 and 8, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Dorothy I. Mutch. 27/5/37
12	Allotment 16, Janefield Settlement (lease in perpetuity) ..	V	East Taieri ..	Lawrence T. Hughson. 27/5/37
13	Allotment 93, Mossburn Estate (Deeds Plan 233)	VI	East Taieri ..	David P. Wilson. 27/5/37
14	Sections 7, 8, and 9	VI	East Taieri ..	John Fowler. 27/5/37
15	Allotment 1, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri ..	Thomas Barkla and/or Alex. Penman. 27/5/37
16	Allotment 2, Land Transfer Plan 4656 (part Section 58, Crosshill Settlement)	X	East Taieri ..	Cecil Hazlett. 27/5/37
17	Section 2 of 58, Crosshill Settlement (Crown leasehold) ..	X	East Taieri ..	Thomas Porter (lessee). 27/5/37

Dated this 28th day of May, 1937.

The common seal of the Otago Aero Club (Incorporated) was hereunto affixed in the presence of—

J. H. PENROSE } Members of the Executive.
M. SHEPHERD }
G. S. KIRBY, Secretary.

132

H. T. COOPER, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that at a general meeting of the above-named company held on the 24th day of May, 1937, the following special resolution was duly passed:—

- (1) "That the company be wound up voluntarily."
- (2) "That Mr. FRANK EDWARD CLARKE, Public Accountant, and PERCY THOMSON, Solicitor, both of Stratford, be and they are hereby appointed liquidators of the company."

Dated this 28th day of May, 1937.

133 H. T. COOPER,
Chairman.

CHANGE OF NAME OF COMPANY.

NOTICE is hereby given that Supreme Tailoring and Cash Order Company, Limited, has changed its name to Supreme Cash Order Company, Limited, and that the new name was this day entered on my Register of Companies in place of the former name.

Dated at Auckland, this 24th day of May, 1937.

136 H. B. WALTON,
Assistant Registrar of Companies.

CLUTHA COUNTY COUNCIL.

RESOLUTION MAKING SPECIAL RATE.

IN pursuance and exercise of the powers vested in it in that behalf by the Local Bodies' Loans Act, 1926, the Clutha County Council hereby resolves as follows:—

"That, for the purpose of providing the interest and other charges on a loan of £4,000 authorized to be raised by the Clutha County Council under the above-mentioned Act for its contribution to the cost of the construction of the Clydevale Bridge, together with the approaches thereto, the said Clutha County Council hereby makes and levies a special rate of 1/12th of a penny in the pound upon the rateable value of all rateable property of the County of Clutha comprising the whole of the county, and that such special rate shall be an annual-recurring rate during the currency of the loan and be repayable on every first day of August and first day of February in each and every year during the currency of such loan, being a period of five years or until the loan is fully paid off."

I hereby certify that the above resolution is a true and correct copy of a resolution passed by the Clutha County Council on Tuesday, 25th May, 1937, and appearing in the Council's minute-book.

135 A. K. BAXTER,
County Clerk.

THE NELSON DIOCESAN TRUST BOARD EMPOWERING ACT, 1937.

In the matter of a Private Estate Bill intended to be brought into the General Assembly of New Zealand, the short title of which is "The Nelson Diocesan Trust Board Empowering Act, 1937."

PURSUANT to the Standing Rules and Orders of the General Assembly of New Zealand relating to Private Bills notice is hereby given that The Nelson Diocesan Trust Board, incorporated under the Religious, Charitable, and Educational Trusts Act, 1908, and the statutes thereby consolidated, and having its registered office in the City of Nelson, intends to present a petition to the General Assembly of New Zealand at the next session of the said General Assembly to be held thirty days after the last publication of this advertisement praying and applying for leave to bring in a Private Estate Bill to be called "The Nelson Diocesan Trust Board Empowering Act, 1937."

The objects of the proposed Bill are—

1. To authorize the sale by The Nelson Diocesan Trust Board of all that parcel of land containing 46 acres 2 roods 12 perches, more or less, being part of Lot 2 on a plan deposited in the Land Registry Office at Nelson under No. 2072, and being parts of Sections 47, 49, and 50, Suburban South, situated in Block IV, Waimea Survey District, and being all the land now comprised in Certificate of Title, Volume 70, folio 54, together with all buildings and improvements thereon in one or more lots and either by public auction or private contract as the Board may deem fit freed and discharged from the trusts now affecting the same created by the will of the late James Wilfred Marsden, deceased.

2. To empower the said Board to apply the proceeds of such sale in or towards the purchase of lands and buildings, or the purchase of lands and the erection of buildings thereon, within the City of Nelson as a permanent residence for the Bishop of Nelson and his successors for all time.

3. To authorize the said Board pending the application of the proceeds of such sale as aforesaid to invest any moneys arising therefrom or any part thereof in any manner in which trustees are authorized by law to invest trust moneys, and to apply the income arising from such investments in and towards the same purposes to which the capital moneys are to be appropriated, or, in the discretion of the said Board, in the maintenance of the land and buildings at present occupied by the Bishop of Nelson as a residence.

4. To provide for the payment of the costs of and incidental to the obtaining and passing of the proposed Bill and of the said proposed sale out of the proceeds thereof.

Printed copies of the said proposed Bill will be deposited in the Private Bill Office of the General Assembly of New Zealand not earlier than thirty days before and not later than fourteen days after the commencement of the session in which it is proposed to bring in the said Bill.

Dated at Nelson, this 24th day of May, 1937.

This advertisement is published by The Nelson Diocesan Trust Board having its registered office in the City of Nelson, the seal of which Board has been affixed hereto in the presence of—

T. E. MAUNSELL,
C. W. PITTS BROWN,
H. HURST.

Members of the Board.

124

W. S. WARD AND CO. LIMITED.

IN VOLUNTARY LIQUIDATION.

In the matter of the Companies Act, 1933.

NOTICE is hereby given that at a meeting of shareholders of W. S. Ward and Co., Limited, held on Monday, 17th May, 1937, it was resolved that the company be wound up voluntarily, and that ALFRED JAMES TUNBRIDGE, of New Plymouth, Public Accountant, be appointed liquidator for such winding up.

A. J. TUNBRIDGE,
Liquidator.

128

LANZ LABORATORIES, LIMITED.

IN VOLUNTARY LIQUIDATION.

PURSUANT to section 222 of the Companies Act, 1933, notice is hereby given that Lanz Laboratories, Limited, Auckland, passed the following special resolution on the 24th day of May, 1937:—

(1) "That the company be wound up voluntarily."
(2) "That ALFRED LAMBERT PIKE, Public Accountant, of Auckland, be and is hereby appointed liquidator for the purpose of such winding up."

A. L. PIKE,
Liquidator.

120

CHRISTCHURCH CITY COUNCIL.

NOTICE OF INTENTION TO TAKE LAND.

In the matter of the Public Works Act, 1928, and the Acts amending the same.

NOTICE is hereby given that the Mayor, Councillors, and Citizens of the City of Christchurch, a body corporate constituted under the Municipal Corporations Act, 1933, proposes to take under the provisions of the Public Works Act, 1928, and its amendments, the lands described in the schedule hereto for the following public work—that is to say, for the purposes of public conveniences and other municipal purposes: And notice is hereby further given that a plan showing the land to be taken and the names of the owners and occupiers of such land is deposited at the office of the Town Clerk of Christchurch aforesaid, where it lies open for public inspection daily without fee during all reasonable hours: And that all persons affected shall if they have any well-grounded objections to the taking of such land set forth in writing such objections, and send such writing within forty days from the 27th day of May, one thousand nine hundred and thirty-seven (being the date of the first publication of this notice), addressed to the Town Clerk, Christchurch.

SCHEDULE.

All that parcel of land situated in the City of Christchurch, containing by admeasurement three perches and seven-tenths of a perch, by the same a little more or less, being those portions of Town Sections 901 and 902 of the City of Christchurch, comprised in Certificate of Title, Volume 270, folio 240 (Canterbury Land Registry Office).

Dated at Christchurch, this 26th day of May, 1937.

J. S. NEVILLE,
Town Clerk.

Christchurch.

130

MEDICAL REGISTRATION.

I, EUGEN JENO FISCHMANN, M.D., University of Vienna, 1932, now residing in Auckland, hereby give notice that I intend applying on the 27th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Auckland.

Dated at Auckland, 27th May, 1937.

E. J. FISCHMANN.

4 O'Rourke Street, Auckland.

131

MEDICAL REGISTRATION.

I, ANTONY WALTER REEVE, M.B., Ch.B. (Edinburgh University), 1934, now residing in Havelock North, hereby give notice that I intend applying on the 15th June next to have my name placed on the Medical Register of the Dominion of New Zealand; and that I have deposited the evidence of my qualification in the office of the Department of Health at Wellington.

Dated at Havelock North, 15th May, 1937.

ANTONY WALTER REEVE.

Ranmore, Havelock North.

139

NEW ZEALAND PLATERS, LIMITED.

IN LIQUIDATION.

NOTICE is hereby given that by resolution signed by all the shareholders of the above company it was resolved that the company go into voluntary liquidation, and that JOHN HOWARD BARNETT, of Wellington, Public Accountant, be appointed liquidator.

Notice to Creditors to prove.

The liquidator of New Zealand Platers, Limited, which is being wound up voluntarily, doth hereby fix the 30th day of June, 1937, as the day on or before which the creditors of the company are to prove their debts or claims and to establish any title they may have to priority under section 258 of the Act or to be excluded from the benefit of any distribution made before such debts are proved, or, as the case may be, from objecting to such distribution.

J. H. BARNETT,
Liquidator.

Featherstone Chambers, Wellington.
28th May, 1937.

134

7981

25

48/6 32/1439

calculator book

102/47

267/113

267/230

267/114

184/47

273/113

258/253

123/143

177/1534

127/78

123/15

255/38

267/213

276/13

108/1159

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123/15

408/37

408/37

68/550

17

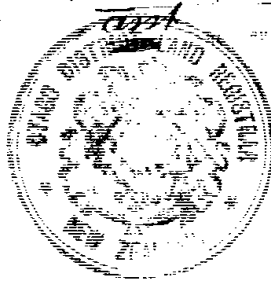
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Wm. H. H. H.

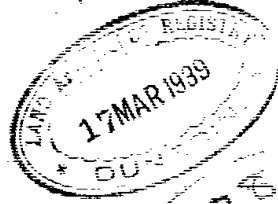
12

16A/34

16A/35



Adams Bros.
N.E.



878
12



View Instrument Details

Instrument No	13187848.4
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

Annexure Schedule	Contains 5 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 David James Smillie as Covenantor Representative on 15/01/2025 01:50 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 Jaylene Emily Hodgson as Covenantee Representative on 15/01/2025 04:11 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

OTAGO HELICOPTERS LIMITED

Covenantee

SOUTHERN LINK PROPERTY LIMITED

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

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
No objection covenant	All that land contained within the Burdened Land	OT13B/729	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of a logistics and industrial hub, the operation of a CHP plant, the operation of a pellet plant and ancillary uses associated with a logistics and industrial hub (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of that the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

(m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 In consideration of the Covenantee agreeing to sell the Burdened Land to the Covenantor, the Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised prior to any other charges. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantant's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantant's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantant from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantant shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantant's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

View Instrument Details

Instrument No	13187848.5
Status	Registered
Lodged By	OHara, Janet Elizabeth
Date & Time Lodged	20 Dec 2024 11:48
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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

OT3C/897	Otago
OT304/127	Otago
OT4B/6	Otago
OT329/233	Otago
OT3C/899	Otago
1075571	Otago
662018	Otago
662020	Otago
OT13B/729	Otago

Annexure Schedule	Contains 5 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 Jaylene Emily Hodgson as Covenantor Representative on 15/01/2025 04:11 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 David James Smillie as Covenantee Representative on 15/01/2025 01:51 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SOUTHERN LINK PROPERTY LIMITED

Covenantee

OTAGO HELICOPTERS LIMITED

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

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
No objection covenant	All that land contained within the Burdened Land	OT3C/897 OT304/127 OT4B/6 OT329/233 OT3C/899 1075571 662018 662020	OT13B/729

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 B.

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantee is the registered owner of the Benefited Land which is used or will be used for the purposes of helicopter aviation services including air transport, aerial lifting, tourism, flight training, maintenance, firefighting, air ambulance and ancillary uses (**Intended Use**).
- C. In order to carry out the Intended Use, all or part of the Benefited Land may need to be re-zoned and/or redeveloped. The Covenantor has agreed that it will not object to, or take any other steps to prevent any application being approved by the Relevant Authority, made by the Covenantee in relation to the Intended Use on the Benefited Land.
- D. The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants for the benefit of the Benefited Land.

1. Interpretation

1.1 For the purposes of this Instrument:

- (a) **Application** means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:
 - (i) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
 - (ii) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
 - (iii) any planning or approval process under any legislation which facilitates the subdivision, use, re-zoning or development of land.
- (b) **Benefited Land** means all or any part of the land contained in or formerly contained in the benefited land set out in this Instrument.
- (c) **Burdened Land** means all or any part of the land contained or formerly contained in the burdened land set out in this Instrument.
- (d) **Covenants** means the covenants set out in this Instrument.
- (e) **Covenantee** means the registered owner of the Benefited Land from time to time together with (where the context so allows) its lessees, occupiers or invitees carrying out the Intended Use on the Benefited Land.
- (f) **Covenantor** means the registered owner of the Burdened Land from time to time together with (where the context so allows) its lessees, occupiers or invitees on the Burdened Land.
- (g) **District Plan** means any operative or proposed plan under the RMA including any regional policy statement, regional plan, district plan or unitary plan.
- (h) **Instrument** means all of this Non-object Covenant instrument including all of its Schedules.
- (i) **Lodge any Submission** means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.
- (j) **Planning Proposal** means any Application for, or in relation to the Intended Use.
- (k) **Relevant Authority** means any court, tribunal, government, local, statutory or non-statutory body, including the Council, having jurisdiction over the land referred to in this Instrument.
- (l) **Resource Consent** means any resource consent (including any Certificate of Compliance) operative as at the date of this Instrument which authorises and gives effect to the Intended Use.

- (m) **RMA** means the Resource Management Act 1991 or any replacement or other legislation.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of nor on the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. **General Covenants**

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land;
- (c) to do all things necessary to ensure that any invitees of the Covenantor on the Burdened Land and any mortgagees, lessees or occupiers of the Burdened Land comply with the provisions of this Instrument;
- (d) to pay the Covenantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument; and
- (e) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument.

3. **Covenants in Relation to the Intended Use**

3.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor acknowledges that the Covenantee is entitled to carry out the Intended Use on the Benefited Land in accordance with any Resource Consent and/or approved Application.

4. **Covenants in Relation to Planning Proposals**

4.1 The Covenantor covenants and agrees with the Covenantee that the Covenantor:

- (a) will not at any time Lodge any Submission to any Planning Proposal lodged by the Covenantee and further, if called upon to do so by the Covenantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as **Covenantor's Written Approval**);
- (b) hereby gives Covenantor's Written Approval for any Planning Proposal referred to in clause 4.1(a). The Covenantee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's Written Approval is given;
- (c) irrevocably nominates, constitutes and appoints the Covenantee to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to provide any Covenantor's Written Approval;
- (d) will not at any time participate in any objections or appeals which oppose any matter relating to any Planning Proposal or take any other action, participate in any fund or action, or make any claim which may have the effect of preventing or interfering with the Covenantee's plans in relation to the Intended Use and/or the Benefited Land.

4.2 The parties acknowledge and agree that:

- (a) the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership or occupation of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land; and
- (b) the burden placed upon the Burdened Land by this Instrument is for the benefit of the Benefited Land.

5. **Registration**

- 5.1 This Instrument will be registered on the record of title in which the Burdened Land is comprised. The parties will take all actions required to complete that registration.

6. **General**

- 6.1 Any notice required to be served on any party shall be in writing and served in accordance with the Property Law Act 2007.
- 6.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.
- 6.3 The Covenantor will not seek to have this Instrument removed from the title to the Burdened Land due to any lack of proximity between the Burdened Land and the Benefited Land.
- 6.4 The Covenantor covenants and agrees to pay the Covenantee's reasonable legal costs (as between solicitor and client) of and incidental to the preparation and negotiation of this Instrument and the enforcement of the Covenantee's rights, remedies and powers under this Instrument.
- 6.5 The Covenantor will indemnify and shall keep indemnified the Covenantee from and against all loss, damage, liability, costs (including legal costs) and expenses for which the Covenantee shall or may become liable or suffer in respect of or arising from any failure on the part of the Covenantor to comply with the provisions of this Instrument.

7. **Liability**

- 7.1 Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that, contemporaneously with the acquisition of any interest in the Burdened Land, all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered owner of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered owner of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of the Burdened Land).

8. **Severability**

- 8.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.