



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1110335**  
**Land Registration District** **Westland**  
**Date Issued** 21 December 2023

**Prior References**  
WS3D/1347

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**Estate** Fee Simple  
**Area** 11.8908 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 586583  
**Registered Owners**  
Peter Gerard Savage

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**Interests**

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land

Subject to Section 315 Land Act 1924

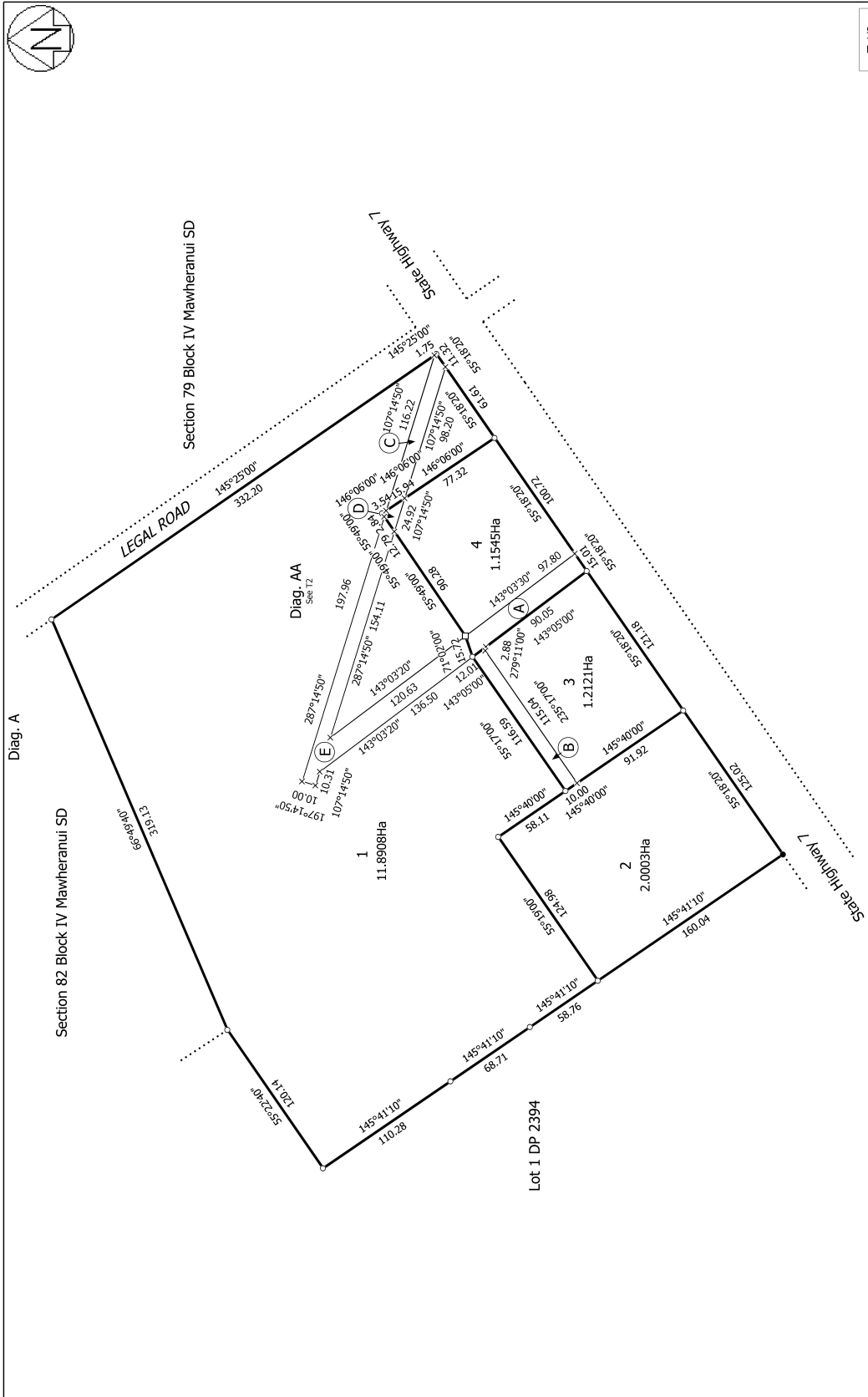
Subject to a right to convey electricity and a right to convey telecommunications over parts marked C and E on DP 586583 created by Easement Instrument 12863450.2 - 21.12.2023 at 1:00 pm

Appurtenant hereto is a right of way, a right to convey electricity and a right to convey telecommunications created by Easement Instrument 12863450.2 - 21.12.2023 at 1:00 pm

The easements created by Easement Instrument 12863450.2 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right to convey electricity (in gross) over parts C and E on DP 586583 in favour of Westpower Limited created by Easement Instrument 12863450.3 - 21.12.2023 at 1:00 pm

12863450.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.12.2023 at 1:00 pm

Land Covenant in Covenant Instrument 12863450.7 - 21.12.2023 at 1:00 pm



T 1/2

Section 82 Block IV Mawheranui SD  
Section 79 Block IV Mawheranui SD

Diag. AA  
Diag. AB  
Diag. AC  
Diag. AD  
Diag. AE

Lot 1 DP 2394  
Lot 2  
Lot 3

LEGAL ROAD  
State Highway 7

Land District: Westland  
Digitally Generated Plan  
Generated on: 16/01/2024 11:47:00am Page 3 of 4

Surveyor: Michael John Fletcher  
Firm: David Smith Surveying Ltd

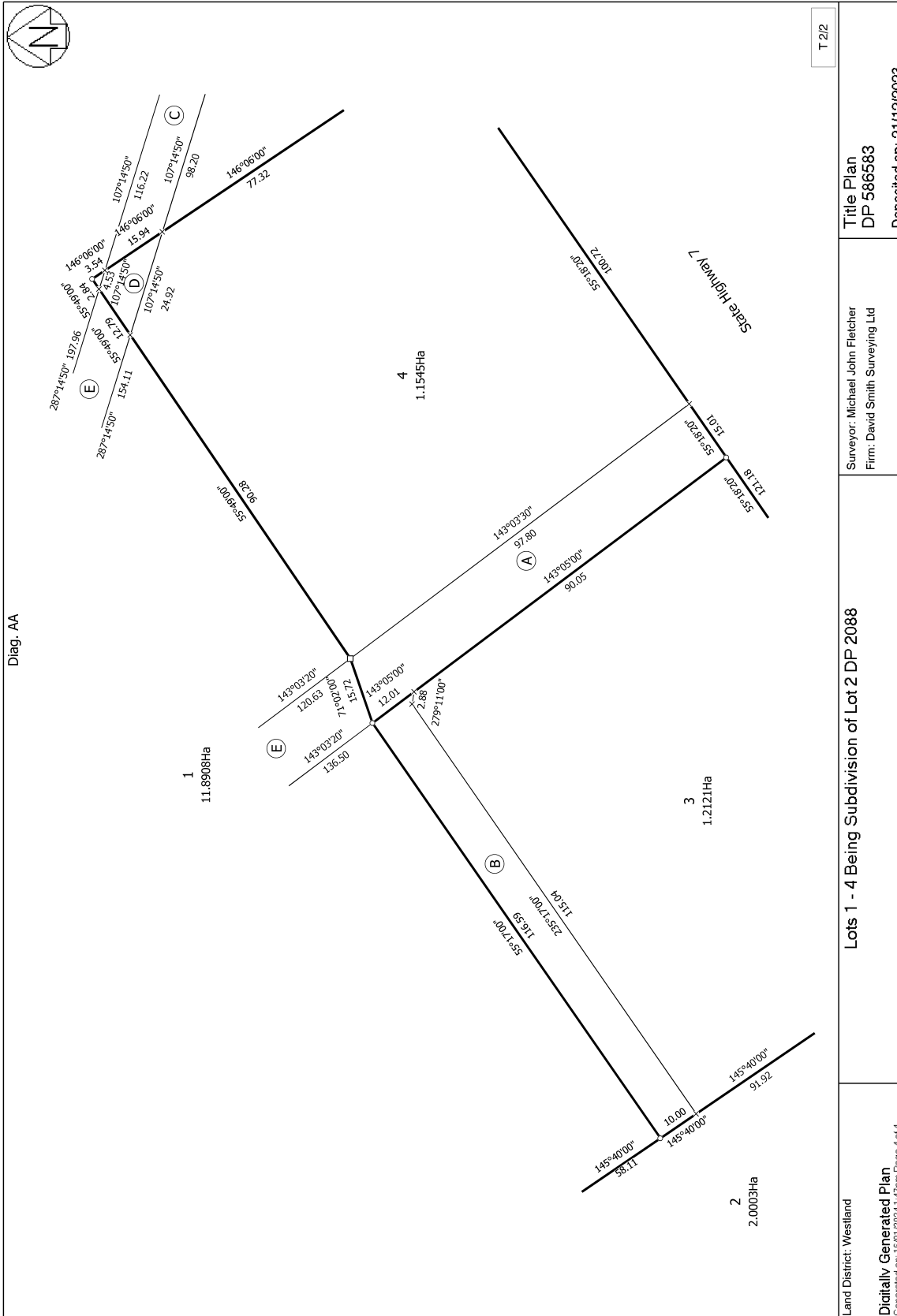
Title Plan  
DP 586583

Deposited on: 21/12/2023

Lots 1 - 4 Being Subdivision of Lot 2 DP 2088

Surveyor: Michael John Fletcher  
Firm: David Smith Surveying Ltd

Surveyor: Michael John Fletcher  
Firm: David Smith Surveying Ltd



# View Instrument Details



**Instrument No** 12863450.5  
**Status** Registered  
**Date & Time Lodged** 21 December 2023 13:00  
**Lodged By** Greaney, Aasta Marie  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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<b>Affected Records of Title</b>	<b>Land District</b>
1110335	Westland
1110336	Westland
1110338	Westland
1110337	Westland

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**Annexure Schedule** Contains 1 Pages.

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## Signature

Signed by Ryan John Keen as Territorial Authority Representative on 21/12/2023 12:45 PM

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

## SECTION 221

### RESOURCE MANAGEMENT ACT 1991

**PETER GERARD SAVAGE**  
3021 State Highway 7, Dobson

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Pursuant to section 221 of the Resource Management Act 1991, a consent notice shall be registered on the Certificates of Title for Lots 1, 2, 3 and 4 being defined on DP 586583, requiring that the following conditions of subdivision consent SD3028/22/2 shall be complied with on an ongoing basis.

- 5.1 Any new dwellings constructed on Lots 2, 3 & 4 and any alterations/additions to the existing dwelling on Lot 1 must be designed, constructed and maintained to achieve a design noise level of 40 dB LAeq(24h) inside all habitable spaces within 100 metres from the edge of the sealed road of State highway 7.



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Michael McEnaney  
Authorised Officer – Regulatory Manager

Dated at Greymouth this day of 19 December 2023

# View Instrument Details



**Instrument No** 12863450.7  
**Status** Registered  
**Date & Time Lodged** 21 December 2023 13:00  
**Lodged By** Greaney, Aasta Marie  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
1110335	Westland
1110336	Westland
1110337	Westland
1110338	Westland

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**Annexure Schedule** Contains 4 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 Ryan John Keen as Covenantor Representative on 21/12/2023 12:45 PM

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## 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 Ryan John Keen as Covenantee Representative on 21/12/2023 12:45 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Form 26**

**Covenant Instrument to note land covenant**

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

**Covenantor**

**PETER GERARD SAVAGE**

**Covenantee**

**PETER GERARD SAVAGE**

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**  
*required*

*Continue in additional Annexure Schedule, if*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Land Covenant</b>	N/A	Lot 2 DP 586583 (RT 1110336) Lot 3 DP 586583 (RT 1110337) Lot 4 DP 586583 (RT 1110338)	Lot 1 DP 586583 (RT 1110335)

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**Covenant rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

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

**[Annexure Schedule A]**



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**Annexure Schedule A**

**Land covenant**

**1. Land Covenants ("Covenants")**

- 1.1. The Covenantor acknowledges and accepts that the Covenantee may seek to develop the Benefited Land in the future, including but not limited to, subdivision, rezoning or a change in land use ("Development").
- 1.2. The Covenantor hereby covenants with the Covenantee, as registered owners, as set out below and hereby requests that such Covenants be noted against all the records of title having the benefit and those having the burden of these Covenants.
- 1.3. These Covenants shall:
  - (a) Run with each of Lots 2, 3 and 4 on DP 586583 (being RT 1110336, 1110337 and 1110338);
  - (b) be for the benefit of and appurtenant to Lot 1 on DP 586583 (RT 1110335); and
  - (c) all expire on a date that is twenty (20) years from the date of registration of this instrument and be void for all purposes including antecedent breach.

Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any subsequent subdivision of any part of the Benefited Land. Such date of cessation shall be the date of approval of the subdivision plan for the relevant subdivision by the territorial authority.

- 1.4. The Covenantor agrees:
  - (a) Not to object to, hinder, or otherwise obstruct the grant, confirmation or alteration pursuant to the Resource Management Act 1991 (including its replacement or successor) ("RMA") of any authorisations under the RMA which in any way relate to the use of the Benefited Land or any part thereof, and to sign written approvals in relation to any such authorisation if requested to by the Covenantee.
  - (b) Not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting the Development in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to land, negligence, or interference with land or otherwise.
  - (c) Not to oppose any rezoning of the relevant District Plan (including its replacement or successor) affecting the Benefited Land.
  - (d) Not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Covenantor itself would breach paragraphs (a) to (c) above.

**2. Enforcement**

- 2.1. If there is any breach or non-observance of any of the foregoing Covenants the Covenantor in breach agrees to and shall, at their cost, (with respect to each individual breach):
  - (a) Upon written notice being given by the Covenantee to the party in breach, pay to the Covenantee agreed liquidated damages in the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date seven (7) days after the date upon which each written notice has been given. Provided that the agreed sum of \$100.00 per day shall on each anniversary of the date of this

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**Annexure Schedule A**

**Land covenant**

Instrument (commencing one (1) year from the date of this Instrument) be increased by a compounding rate of 1.50% per annum; and

- (b) Forthwith upon receipt of such notice, to withdraw any objection, appeal or proceedings made or taken in breach or in non-observance of the foregoing Covenants; and
- (c) Do any act or take such other action specified in the notice so as to remedy such breach or non-performance of these Covenants.

2.2. The Covenantor acknowledges that damages alone may be an inadequate remedy for the breach of the obligations set out in this Instrument and that the appropriate remedies available to the Covenantee for such a breach or threatened breach may include orders for specific performance and injunctive relief in addition to all other remedies available to the Covenantee in law or in equity.

**3. Dispute Resolution**

- 3.1. If any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 3.2. If the dispute is not resolved within twenty working days (20) from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 3.3. If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
- 3.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.
- 3.5. Nothing in clauses 3.1 to 3.4 (inclusive) shall prohibit the Covenantee from applying to a Court of competent jurisdiction in New Zealand for a remedy in accordance with clause 2.2 of this Instrument.

**4. Severability**

- 4.1 If any part of these Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, which shall remain in full force.