

Covenant Instrument to note land covenant

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

Covenantor

WOOING TREE PROPERTY DEVELOPMENT LP

Covenantee

**J.R. WEBB & SONS LIMITED; and
KEVIN JACKSON HOLDINGS 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
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants		Lots [*****] DP [*]	Section 1 Survey Office Plan 483382 (Record of Title 724615); and Part Lot 1, 3 DP 17297 and Lot 1 DP 506345 (Record of Title 766875)

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}.~~

[Annexure Schedule 1].

Annexure Schedule 1

PROVISIONS APPLYING TO COVENANTS

Covenant Terms

1. The Covenantor covenants and agrees with the Covenantee:
 - a. To at all times observe and perform the Covenants set out below; and
 - b. That the burden of the Covenants will forever run with and bind the Burdened Land for the benefit of the Benefitted Land.
2. In this Instrument the following words have the following meanings:

“Benefitted Land” means the land described as:

- a) Section 1 Survey Office Plan 483382 (Record of Title 724615; and
- b) Part Lot 1, 3 DP 17297 and Lot 1 DP 506345 (Record of Title 766875);

and shown on the front page of this Instrument as the Benefitted Land.

“Burdened Land” means the land described as:

- a) [*****];

and shown on the front page of this Instrument as the Burdened Land.

“Covenantee” means and includes all persons executing this instrument as Covenantee jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

“Covenantor” means and includes all persons executing this instrument as Covenantor jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

“Covenants” means the covenants set out in clause 3.1 of this instrument.

“Farming” includes the growing and harvesting of fruits or products and for these purposes includes:

- (a) The construction and use of buildings for farming;
- (b) The parking, storage and use of equipment;
- (c) The development of the land for farming;
- (d) The operation of orchard sprayers with associated noise
- (e) Use of helicopters for drying rain affected fruit;
- (f) Operation of wind machines for frost control;
- (g) The running of irrigation and frost fighting pumps and engines;
- (h) The use of bird scaring devices including shooting;
- (i) The storage and sale of produce from stalls or buildings; and
- (j) Such other activities that may be associated with or usefully carried out with farming.

“Object” and “Objection” includes initiating or being a party to legal proceedings, complaints to the local or territorial authority or other authority having jurisdiction and objections to resource consents or building consents.

The Covenants

3.1 Not to:

- a. nor permit, any use or activity on the Burdened Land that unreasonably restricts or interferes with Farming on the Benefitted Land; and
- b. make any Objection to the use of any part of the Benefitted Land for Farming nor Object to noise arising from Farming on the Benefitted Land;

Provided that clauses 3.1.a and 3.1.b above apply only to;

- i. farming activities by the Covenantee which comply with the provisions of the Operative District Plan and if applicable, the conditions of any resource consent granted to the Covenantee to carry out the activity; and
- ii. spraying activities by the Covenantee which comply with the standards set by the industry code of practice - NZS8409:2004 Management of Agrichemicals (or any subsequent amendment or successor to that Standard as applies at the time of spraying).