



## View Instrument Details

<b>Instrument No</b>	13226277.2
<b>Status</b>	Registered
<b>Lodged By</b>	Bain, Anissa Jean
<b>Date &amp; Time Lodged</b>	13 Mar 2025 09:49
<b>Instrument Type</b>	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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<b>Affected Records of Title</b>	<b>Land District</b>
121133	Nelson
NL74/150	Nelson

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**Annexure Schedule**                      Contains 3 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 Kayla Isabella McLellan as Covenantor Representative for Body Corporate 329613 on 02/04/2025 04:54 PM

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### Signature

Signed by Anissa Jean Bain as Covenantor Representative for Port Nelson Limited on 03/04/2025 08:01 AM

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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 Kayla Isabella McLellan as Covenantee Representative for Body Corporate 329613 on 02/04/2025 04:54 PM

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### **Covenantee Certifications**

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### **Signature**

Signed by Anissa Jean Bain as Covenantee Representative for Port Nelson Limited on 03/04/2025 08:01 AM

**\*\*\* 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**

**PORT NELSON LIMITED**  
**BODY CORPORATE 329613**

**Covenantee**

**PORT NELSON LIMITED**  
**BODY CORPORATE 329613**

**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) and inter se the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		NL74/150	121133
Land Covenant		121133	NL74/150

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

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

The Annexure Schedule B

**Annexure Schedule B  
Land Covenants**

This covenant records the parties' obligations in respect of a shotcrete wall situated on both the Burdened and Benefited Lands described in Schedule A (Shotcrete Wall) for the purpose of providing stability to the bank on the north boundary of the land comprised in Record of Title NL74/150.

The parties covenant with each other the following:

1. The registered proprietor of the land described as Lot 3 DP 2274 comprised in Record of Title NL74/150 will at all times be responsible for the repair and maintenance of the Shotcrete Wall and for the associated costs, so as to keep the Shotcrete Wall in good order and repair.
2. The registered proprietor of Record of Title NL74/150 may within a 2 metres radius of the Shotcrete Wall, carry out such work as deemed necessary by the said proprietor to protect their Shotcrete Wall.
3. The registered proprietor of Record of Title 121133 agrees and permits the registered proprietor of Record of Title NL74/150 or that proprietors duly authorised agent a reasonable right to enter onto the land comprised in Record of Title 121133 to allow the registered proprietor of the Record of Title NL74/150 to discharge the obligations owed to the registered proprietor of Record of Title 121133 under this covenant. The registered proprietor of Record of Title NL74/150 must first give 24-hour notice (unless there is an emergency relating to the Shotcrete Wall) by telephone then in writing of its wish to enter, for what purpose and for how long, to the building manager of the registered proprietor of Record of Title 121133.
4. The parties acknowledge and agree they each rely on the other to discharge their obligations in a timely manner and to a reasonable standard to preserve and protect each of land contained in the Record of Title NL74/150 and the land contained in Record of Title 121133 from damage arising from slips occurring on the bank between the properties
5. Any access hereby granted is to be through the lands comprised and described in Record of Title NL74/150 with all reasonably necessary tools, machinery and personnel.
6. The registered proprietor of Record of Title NL74/150 will be responsible for paying all costs related to the registration of this covenant and will promptly attend to its registration.

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**CERTIFICATE BY BODY CORPORATE: CONSENT TO EASEMENTS AND COVENANTS**


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*Section 62(6), Unit Titles Act 2010*

Unit plan: 329613

Body Corporate Number: 329613

Supplementary record sheet: 121133

**Certificate**

The body corporate certifies that it has consented to the dealing summarised in the schedule by special resolution dated 14 December 2024 in accordance with section 62(4) of the Unit Titles Act 2010.

**Schedule**

<b>Dealing type</b>	<b>Reference on plan</b>	<b>Burdened land</b>	<b>Benefitting land or grantee</b>
Covenant	N/A	NL74/150	121133
		121133	NL74/150

Date: 27 January 2025

Signature of body corporate:

Before me:

Full name of witness:

Kayla Isabella McLellan

Address of witness:

Solicitor  
Nelson