

# View Instrument Details



<b>Instrument No</b>	8784419.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	08 June 2011 13:49
<b>Lodged By</b>	Griffiths, Leeann Joyce
<b>Instrument Type</b>	Covenant (All types except Land covenants)



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<b>Affected Computer Registers</b>	<b>Land District</b>
NA712/110	North Auckland

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**Annexure Schedule:** Contains 5 Pages.

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## Signature

Signed by Susan Elizabeth Barber as Grantor/Grantee Representative on 07/06/2011 01:48 PM

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

### Statement of Passing over Information:

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Between

ROBYN CATHERINE DUNSEATH

Covenantor

and

AUCKLAND COUNCIL

the Council

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COVENANT UNDER SECTION 108 RESOURCE  
MANAGEMENT ACT 1991

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RD

IN THE MATTER of the Resource Management  
Act 1991

A N D

IN THE MATTER of the Land Transfer Act 1952

**COVENANT UNDER SECTION 108 RESOURCE MANAGEMENT ACT 1991**

**BETWEEN** ROBYN CATHERINE DUNSEATH ("Covenantor")

**A N D** AUCKLAND COUNCIL ("the Council")

**BACKGROUND**

- A. The Covenantor is registered as proprietor of the Land.
- B. Council has granted Consent to the Covenantor to relocate a dwelling on to the Land.
- C. The Consent contained the condition for a covenant under section 108 of the Resource Management Act 1991 as stated in the First Schedule.
- D. The Covenantor and the Council have agreed to enter into this covenant pursuant to Section 108 of the Resource Management Act 1991 in fulfilment of the condition of the Consent.

**COVENANTS**

**1. Interpretation**

In this covenant, unless the context indicated otherwise:

**1.1 Definitions**

"Consent" means the land use consent numbered LUC 2009-1572 granted on 17 June 2010;

"Council" means the Auckland Council and includes its predecessors and successors as territorial authority of the district where the Land is situated and includes its officers and agents;

"Covenantor" means the person named as the Covenantor in this covenant and includes the person for the time being registered as proprietor of the Land; and

"Land" means the Covenantor's land comprised in Computer Freehold Register NA712/110 (North Auckland Registry).

- 1.2 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background.
  - 1.3 **Headings:** section, clause and other headings are for ease of reference only and do not affect this deed's interpretation.
  - 1.4 **Joint and Several Liability:** an obligation by two or more persons binds those persons jointly and severally.
  - 1.5 **Negative Obligations:** any obligation not to do anything including an obligation not to suffer, permit or cause that thing to be done.
  - 1.6 **Parties:** references to parties are references to parties to this deed.
  - 1.7 **Persons:** references to persons including references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.
  - 1.8 **Plural and Singular:** words importing the singular number include the plural and vice versa.
  - 1.9 **Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed.
  - 1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules; and
  - 1.11 **Statutes and Regulations:** references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.
2. **Express Covenants**
- 2.1 The Covenantor covenants with the Council to perform the obligations as set out in the First Schedule hereto and imposed pursuant to section 108 of the Resource Management Act 1991 and the Consent.
  - 2.2 The Covenantor acknowledges that this covenant shall bind and run with the Land in accordance with section 109 of the Resource Management Act.
  - 2.3 The Covenantor covenants with the Council that the registration of this covenant is intended to confer a benefit upon the Council for the purposes of section 4 of the Contracts (Privity) Act 1982, which benefit shall be enforceable at the suit of the Council as to each and any person from time to time registered as proprietor of the Land or any part thereof.

3. **Change in Use**

- 3.1 Any change in use will require assessment in terms of the provisions of the District Plan in force for the time being.
- 3.2 The Covenantor may apply to the Council for a release of this covenant where the Covenantor is able to demonstrate to the Council that the condition of the Consent secured by the covenant has become obsolete and in such circumstances the Council shall, at the Covenantor's cost, provide the Covenantor with a release of this covenant.

4. **Costs**

- 4.1 The Covenantor shall pay the costs of preparation, stamping and registration of this covenant and any other costs incurred by the Council in relation to this covenant.

5. **Powers Not Affected**

- 5.1 Nothing in this deed is to be treated as limiting any other rights or powers which the Council may have under statute, bylaw or regulation except as expressly provided in this deed.
- 5.2 The Covenantor's liability under this deed will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by failure or neglect by the Council to enforce any of the covenants.

IN WITNESS of this covenant has been executed on the 31 day of March 2011

EXECUTED as a DEED by  
ROBYN CATHERINE DUNSEATH  
in the presence of

)  
)  
) R. Dunseath  
Signature

[Signature]  
Witness signature

Jacqueline Walker  
Full name

58 Beaubank Rd Kelston  
Address

School Secretary  
Occupation

Note: The signature must be witnessed by an independent person

FIRST SCHEDULE

The conditions of the Consent are as follows:

(DE2) To ensure the unobstructed flow of flood waters or the overland flowpath during the 1 in 100 year storm event, the Covenantor(s) are required to comply with the following restrictions on an ongoing basis:

- (i) Grade and shape the driveway and bund area within the secondary flow path identified in the Flood Risk Assessment reports by Dean Consultancy Ltd dated 26 October 2009 and 20 April 2010.
- (ii) Do not change the ground levels within the flood area as shown on the plan by Architectural Draughting Solutions Ltd RC-01'H'.
- (iii) Do not obstruct the free flow of flood water through the Land with any object, landscaping, building or structure.

The above will be monitored by Council to assess the ongoing compliance with this condition. Pursuant to section 108(2)(d) a covenant is required to be entered into, in favour of Council, to record and advise any future Covenantors of the need to comply with this condition on an ongoing basis.

(ST3) After the kitchen facilities have been removed as per Condition (ST1), the studio must not be equipped with a kitchen or other cooking facilities thereafter and must not be used for the purposes of sleeping accommodation.

The Covenantor will enter into a covenant under section 108(2)(d) of the Resource Management Act 1991 to that effect. The Covenant will be prepared by the Council's solicitors and registered pursuant to section 109 of the Resource Management Act 1991.