

Thursday, 23 May 2024

Te Hui o Te Kaunihera ā-Rohe o Heretaunga
Hastings District Council
Council Meeting

Kaupapataka

Attachments

Te Rā Hui:
Meeting date: **Thursday, 23 May 2024**

Te Wā:
Time: **1.00pm**

Te Wāhi:
Venue: **Council Chamber
Ground Floor
Civic Administration Building
Lyndon Road East
Hastings**

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11.	APPROVAL FOR WAIVING LAND COVENANT - WAINGĀKAU VILLAGE	
	Attachment 1: Waingākau Covenant with HDC(2)	3
	Attachment 2: Rito Place(2)	5
12.	SUBMISSION ON THE FAST TRACK APPROVALS BILL	
	Attachment 1: Legislation, Bylaws & Standards - Acts & Statutes - Fast Track Approvals Bill 2024 - HDC NCC Fast Track Approvals Bill Submission Final 18 April 2024	19
15.	RETENTION OF THE TAKITIMU MĀORI WARD	
	Attachment 1: Letter from Mayor of Hastings to Local MPs - Māori Wards	25
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Land Covenant

Continue in additional Annexure Schedule, if required

The Covenantor and the Covenantee have agreed that for the benefit of the Covenantee the following land covenants should be created over the burdened land, so as to bind the burdened land for the benefit of the Covenantee.

Accordingly the Covenantor for itself and its successors in title covenants and agrees with the Covenantee and its successors to observe and perform the covenants below, which will run with the burdened land and its use, for the benefit of the Covenantee.

Definitions:

In this covenant:

“Concept Plan” means the plan PRJ18-13-0018 saved in the Covenantee’s document management system (or as amended by agreement between the Covenantor and Covenantee from time to time).

“Development” means the integrated development to be undertaken by the Covenantor on the burdened land in accordance with the Concept Plan and the Memorandum of Understanding.

“Memorandum of Understanding” means the written agreement between the Covenantor and the Covenantee concerning the Development dated 22 August 2018.

“Residential Lots” means each lot comprising the burdened land.

Covenants

The Covenantor and its successors in title shall in respect of the burdened land:

1. in a good and tradesman like manner and subject to all relevant regulations, bylaws and requirements of any competent authority, and in accordance with the Concept Plan and the Memorandum of Understanding on each Residential Lot erect only one residential dwelling, of a minimum size of 130 m² and a minimum of 3 bedrooms, incorporating at least a single integrated garage (which must be built at the same time as the residential dwelling), and all buildings are to have colour steel roofing and aluminium joinery.
2. obtain, prior to the commencement of any building works on the burdened land, the approval of the Covenantee in its capacity as the party benefitting from these covenants to the final form of plans and specifications of the building to be built (such approval not be unreasonably withheld provided it is in accordance with the Concept Plan and the Memorandum of Understanding), and not depart from such approved plans when building on the burdened land. No approval by the Covenantee under this clause will be deemed an approval by the Covenantee in its regulatory capacity as a local authority.
3. fence each Residential Lot prior to offering it for sale or occupation, using either permeable materials such as pool style fencing, or colour steel panels or timber paling and capping. Any fences on the road front shall be of an open style. The Covenantee may, upon application by the Covenantor, by written notice defer the obligation to fence in respect of any particular lot.
4. for each Residential Lot construct a driveway in permanent materials from the road boundary of each lot to the integrated garage at the same time the garage is built.

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Insert instrument type

Land Covenant

- 5. lay paths in permanent materials within each part of the Development as it is undertaken, and prior to use or occupation of that part
- 6. lay or sow lawn and landscape within each part of the Development as it is undertaken, prior to use or occupation

and the Covenantor shall not in respect of each lot of the burdened land:

- 7. subdivide any lot, without the prior written consent of the Covenantee nor
- 8. permit to be erected upon any part of the burdened land any secondhand or used building, nor use any secondhand or used materials in construction of any building or fence.

The Covenantee and Covenantor also agree:

- a. No covenant to enforce the terms of the covenants recorded in the Schedule against any part of the burdened land shall be implied or enforced against the Covenantee, and any such enforcement shall be carried out entirely at the Covenantee's discretion.
- b. Should the Covenantor and its successors agents, invitees, or contractors breach any covenant in this Schedule, then the Covenantee shall be entitled to serve written notice on the Covenantor requiring the breach to be remedied within five working days of the Covenantor's receipt of that written notice, and failing remedy within that time (time being of the essence) then the Covenantee shall be entitled to impose a penalty sum of \$100.00 per day for every day or part day the breach continues, in addition to all other costs or losses incurred by the Covenantee, including full solicitor client costs, and the Covenantee may in addition exercise any or all other rights available to them at law (including injunctive relief).
- c. These covenants shall run with the burdened land and shall expire 12 years after the date the burdened land was transferred by the Covenantee to the Covenantor. However nothing in this clause shall restrict the right of the Covenantee to enforce any breach of covenant occurring before that date, even if enforcement action is taken after the expiry date.
- d. Should the Covenantee acquire any lot pursuant to the terms of the Memorandum of Understanding, then the Covenantee is not bound as owner to comply with these land covenants.

