

Land Acquired for Education Purposes—Otago

Pursuant to sections 20 and 50 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Olivia Mazey, Land Information New Zealand, declares that, an agreement to that effect having been entered into, the lands described in the First Schedule to this notice are hereby acquired for Education Purposes, subject to Part 4A of the Conservation Act 1987, section 10 of the Crown Minerals Act 1991; and subject to all existing Encumbrances, Easements and Interests as set out on all the Records of Title in the Second Column of the First Schedule, and excluding coal and other minerals as set out in the Fourth Column of the First Schedule; and shall vest in the University of Otago, subject to the encumbrance in the Second Schedule to this notice, on the 14th day after the date of publication hereof in the *New Zealand Gazette*.

Otago Land District**First Schedule: Land Acquired for Education Purposes**

Area ha	Record of Title	Shown As	Location of Section 19 Public Works Act 1928 minerals
0.0899	934123	Lot 1 DP 5563 and Section 2 Survey Office Plan 523523	OT13D/544
0.2241	456288	Lot 1 DP 414896	OT11/138 OT288/214 OT153/42 OT288/211 OT288/213 OT271/179
0.1633	456289	Lot 2 DP 414896	OT288/213 OT11/138 OT288/214 OT153/42 OT288/211 OT271/179
0.0185	OT13D/456	Part Section 41 Block XXXI Town of Dunedin	OT271/137
0.0245	OT13D/462	Part Section 60 Block XXXI Town of Dunedin	OT271/137
0.1098	OT13D/466	Part Section 58 Block XXXI and Part Section 59 Block XXXI Town of Dunedin	OT288/221
0.0202	OT13D/467	Part Section 60 Block XXXI Town of Dunedin	OT271/177
0.0209	OT13D/468	Part Section 60 Block XXXI Town of Dunedin	OT271/180
0.0185	OT13D/469	Part Section 60 Block XXXI Town of Dunedin	OT271/176
0.0621	OT13D/470	Part Section 57-58 Block XXXI Town of Dunedin	OT293/21 OT217/241
0.0362	OT13D/471	Part Section 59 Block XXXI Town of Dunedin	OT288/222
0.0172	OT13D/472	Part Section 60 Block XXXI Town of Dunedin	OT271/178
0.0332	OT13D/534	Lot 1 DP 1540	OT128/107
0.0255	OT13D/538	Lot 13 DP 303	OT58/72
0.0255	OT13D/539	Lot 12 DP 303	OT96/280
0.0405	OT13D/541	Part Section 69 Block XXXI Town of Dunedin	OT 288/240
0.0397	OT13D/542	Part Section 67-68 Block XXXI Town of Dunedin	OT288/236
0.0441	OT13D/543	Part Section 67 Block XXXI Town of Dunedin	OT288/235

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0.0497	OT13D/545	Part Section 66 Block XXXI Town of Dunedin	OT288/232
0.0441	OT13D/546	Part Section 65-66 Block XXXI Town of Dunedin	OT288/230
0.0192	OT13D/547	Part Section 64 Block XXXI and Part Section 71A Block XXXI Town of Dunedin	OT288/228
0.0615	OT13D/548	Part Section 63 Block XXXI and Part Section 64 Block XXXI Town of Dunedin	OT288/225
0.0708	OT13D/549	Part Section 61 Block XXXI Town of Dunedin	OT4C/1107
0.1136	OT13D/556	Lot 1 DP 8036	OT304/241
0.0463	OT14A/518	Lot 2 DP 5563	OT374/158

Second Schedule: Encumbrance

For valuable consideration, the owner of all the land in the First Schedule, together with their heirs, successors and assigns ("Encumbrancer"), agrees to encumber all of the lands in the First Schedule ("Land") for the benefit of His Majesty The King ("Encumbrancee") for a term of 999 years from the publication date of this Notice in the *New Zealand Gazette*, determinable under Clause 4 hereof with an annual rent charge of \$1.00 to be paid in January of each year if demanded, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with the agreements set out in this encumbrance.

1. Subject to clause 4, the Encumbrancer acknowledges that the covenants in this Encumbrance are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance during the term, whether by payment of the total security or otherwise.
2. The Encumbrancer covenants with the Encumbrancee that:
 - a. the Encumbrancer will not dispose of any or all of the Land without first satisfying its obligations under section 40 of the Public Works Act 1981, and
 - b. the Encumbrancer will advise the Encumbrancee of the proposed sale, and
 - c. if the Encumbrancer sells any or all of the Land before the expiration of five years from the date of publication of this Notice in the *New Zealand Gazette*, the Encumbrancer shall pay 20% of the net proceeds of sale (or such lesser amount agreed by the Encumbrancee) to the Encumbrancee (Net Sale Proceeds means the total consideration for the sale and purchase of the Property (exclusive of GST, if any) after deduction of any actual and reasonable costs).
3. For the purposes of clause 2 "net proceeds of sale" means the total consideration for the sale and purchase of any or all of the Land after deduction of any actual and reasonable costs.
4. This rent-charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this encumbrance if the covenants expressed herein become obsolete or no longer enforceable or where any sunset provision is enacted amending section 40 of the Public Works Act 1981 which provision makes the term of this Instrument redundant or where the Encumbrancer sells all or any part of the Land and the Encumbrancer has complied with the obligations set out in this Encumbrance in respect of the sale.
5. The Encumbrancer shall pay its own costs incurred during the course of this encumbrance.
6. Sections 73, 75 and 208 of the Land Transfer Act 2017, and sections , 203-205 and 289 of the Property Law Act 2007 shall apply to this Encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 2017 and the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 2017 or the Property Law Act 2007.
7. The Encumbrancer covenants with the Encumbrancee:
 - a. to pay all legal costs and disbursements in the execution, registration, enforcement and any ultimate release of this Encumbrance Instrument, in respect of any consents sought by the Encumbrancer from the Encumbrancee to the registration of any instrument, and in respect of the performance and observance by the Encumbrancer of this Encumbrance Instrument including legal costs on a solicitor/client basis; and
 - b. to otherwise indemnify the Encumbrancee against any claims, loss and expense of whatever kind incurred by the Encumbrancee as a consequence of the Encumbrancer failing to comply with this Encumbrance Instrument.
8. No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this

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Encumbrance Instrument and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of the covenants or provisions of the Encumbrance Instrument.

9. The Encumbrancee acknowledges that this Encumbrance does not preclude the Encumbrancer from leasing (subject to compliance with any statutory constraints) or mortgaging or allowing security of whatever kind over the Land and consent from the Encumbrancee, except in any regulatory role, shall not be required.

10. The Encumbrancer:

a. acknowledges that this Encumbrance:

- i. has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument; and
- ii. is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this Encumbrance Instrument; and

b. therefore covenants with the Encumbrancee:

- i. subject to clause 4, not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise;
- ii. to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and

always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Encumbrancer and the Encumbrancee.

Dated at Christchurch on this 31st day of March 2025.

OLIVIA MAZEY, for the Minister for Land Information New Zealand.