



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **332243**
Land Registration District **Otago**
Date Issued 20 April 2007

Prior References
OT14D/168 OT14D/169

Estate Fee Simple
Area 2.4012 hectares more or less
Legal Description Lot 1-2 Deposited Plan 378151
Registered Owners
Sonja Natacha Nightingale and Donovan Nightingale

Interests

815461 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 5.10.1992 at 11:01 am (Affects Lot 1 DP 378151)

Appurtenant to Lot 2 DP 378151 is a right to transmit electricity and telecommunications created by Transfer 954563.1 - 16.9.1998 at 11:35 am

Fencing Covenant in Transfer 7331928.2 - 20.4.2007 at 9:00 am (Affects Lot 1 DP 378151)

Subject to Sections 241(2) Resource Management Act 1991(affects DP 378151)

Appurtenant to Lot 2 DP 378151 is a right of way and appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 7331928.4 - 20.4.2007 at 9:00 am

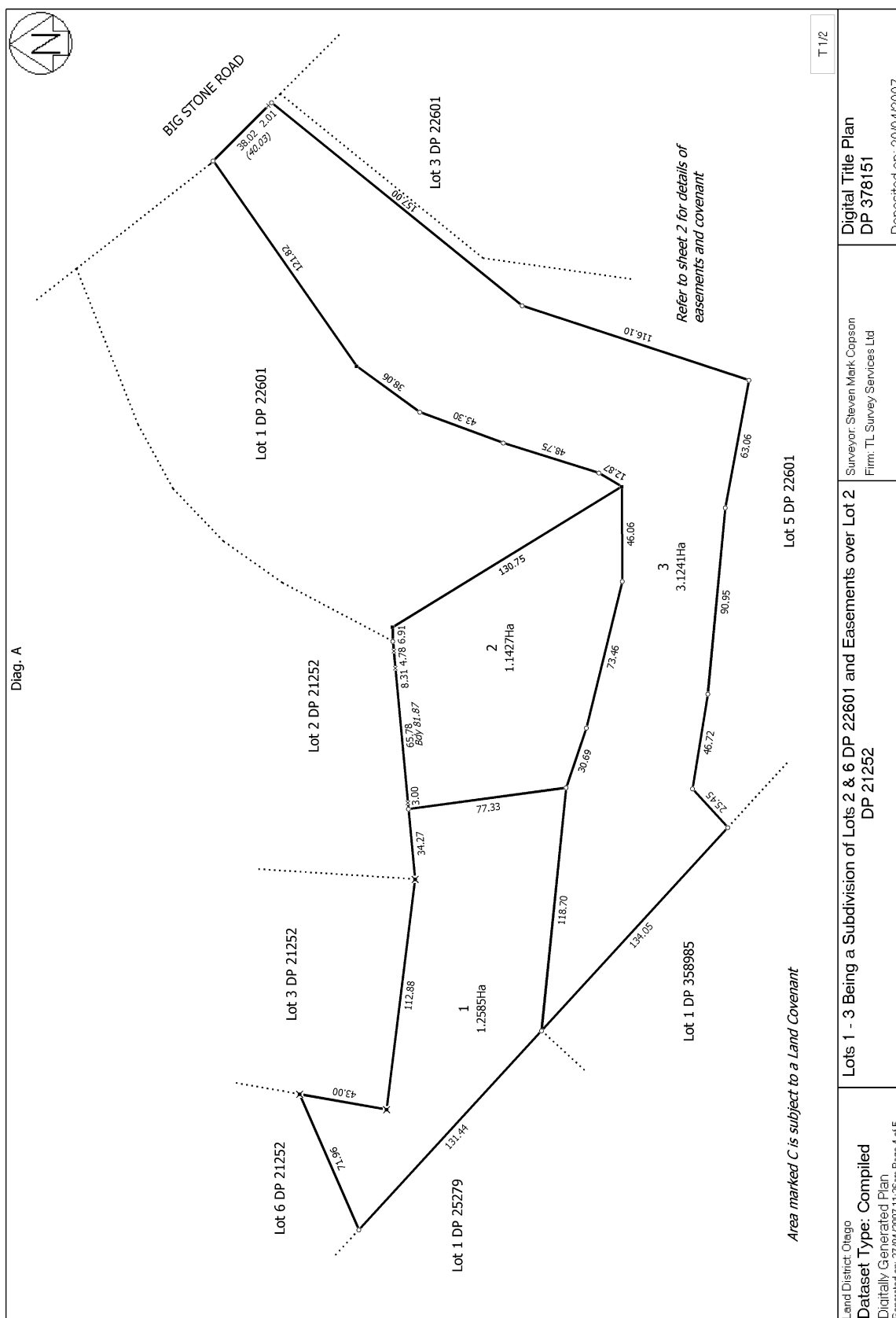
Some of the easements created by Easement Instrument 7331928.4 are subject to Section 243 (a) Resource Management Act 1991 (See DP 378151)

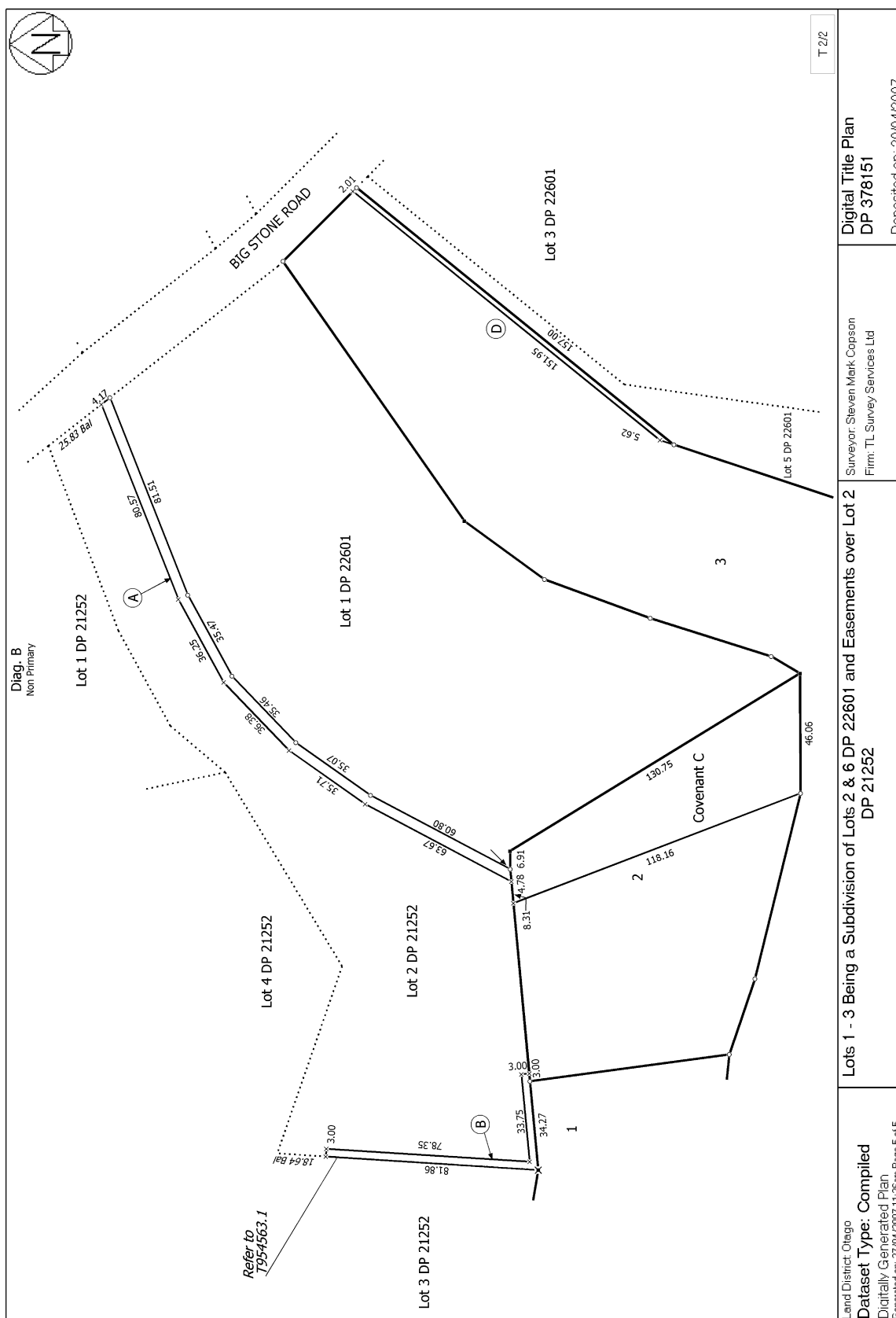
Land Covenant in Easement Instrument 7331928.5 - 20.4.2007 at 9:00 am (Affects Lot 2 DP 378151)

12559798.1 Surrender of the right of way over part marked C on DP 578620 created by Easement Instrument 7331928.4 appurtenant to Lot 2 DP 378151 - 26.10.2023 at 1:07 pm

Appurtenant to Lot 2 DP 378151 is a right of way created by Easement Instrument 12559798.2 - 26.10.2023 at 1:07 pm

12860862.3 Mortgage to ASB Bank Limited - 10.11.2023 at 3:22 pm





Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 7331928.5 Easement

Cpy - 01/01, Pgs - 006, 19/04/07, 16



DocID 110853202

Land registration district

Otago

Grantor

Surname(s)

Craig Stuart Standing and Jane Maree Standing

Grantee

Surname(s) must be underlined

Craig Stuart Standing and Jane Maree Standing

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

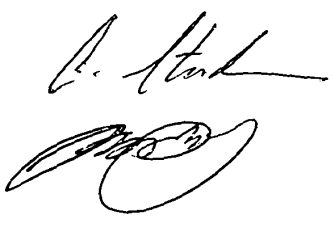
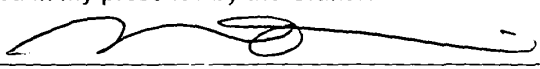

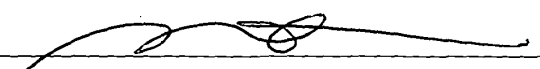
21

day of

March

20 07

Attestation

| | |
|---|---|
|  | Signed in my presence by the Grantor |
| |  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name MICHAEL MARTIN O'NEILL Occupation SOLICITOR Address DUNEDIN |
| Signature [common seal] of Grantor | |
|  | Signed in my presence by the Grantee |
| |  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name MICHAEL MARTIN O'NEILL Occupation SOLICITOR Address DUNEDIN |
| Signature [common seal] of Grantee | |

Certified correct for the purposes of the Land Transfer Act 1952.


[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used

Annexure Schedule 1

Easement instrument

Dated

21-3-07

Page

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of

3

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT or in gross) |
|--|---------------------------|---|---|
| Restrictive Covenants as to height as described in Annexure Schedule 2 | "Covenant C" on DP 378151 | Lot 2 DP 378151 Part Title 33 2243 | Lot 2 DP 21252 Title 33 4425 |

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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 155A of the Land Transfer Act 1952]~~

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

ET

Dated 21-3-07

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

The Grantor and its successors in Title covenants and agrees with the Grantee and its successors in Title as covenants intended to be binding on the relevant servient lands and run with the relevant dominant lands as detailed hereunder.

Covenant 1

The servient proprietors shall not erect or permit nor suffer on that part of the servient land marked "Covenant C" on DP 378151 any building, structure, tree, shrub or other item, or any part thereof which exceeds a height of 1.5 metres above ground level existing at the date of this instrument.



Covenant 2

The servient proprietor shall not bring or allow to remain on the servient land any second hand or relocatable building

Covenant 3

The servient proprietor shall not camp or permit camping on the servient land (whether by tent, caravan, recreational vehicle, house bus, campervan or other temporary form of accommodation) prior to erection of a dwelling thereon.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

JS  C.R. 

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

Page

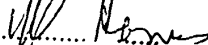
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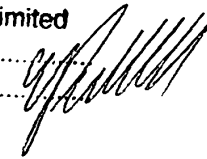
(Continue in additional Annexure Schedule, if required.)

Westpac New Zealand Limited as Mortgagee under Mortgage No. 865475.2 hereby
consents to the within Easement Instrument

Maureen Harris

Signed by 

Westpac New Zealand Limited

By it's Attorney/s: 

In the presence of:

GRANT RIDDELL
BANK OFFICER
WESTPAC
CHRISTCHURCH

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If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses
or solicitors must sign or initial in this box.



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, MAUREEN HARRIS, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

SIGNED at Christchurch



MAUREEN HARRIS

this 13 April 2007