



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




R.W. Muir
Registrar-General
of Land

Identifier 1009723
Land Registration District Otago
Date Issued 04 May 2022

Prior References
OT4B/4

Estate Fee Simple
Area 473 square metres more or less
Legal Description Lot 2 Deposited Plan 565372

Registered Owners
Martin Philip Platt and Frances Corinne Moana Platt

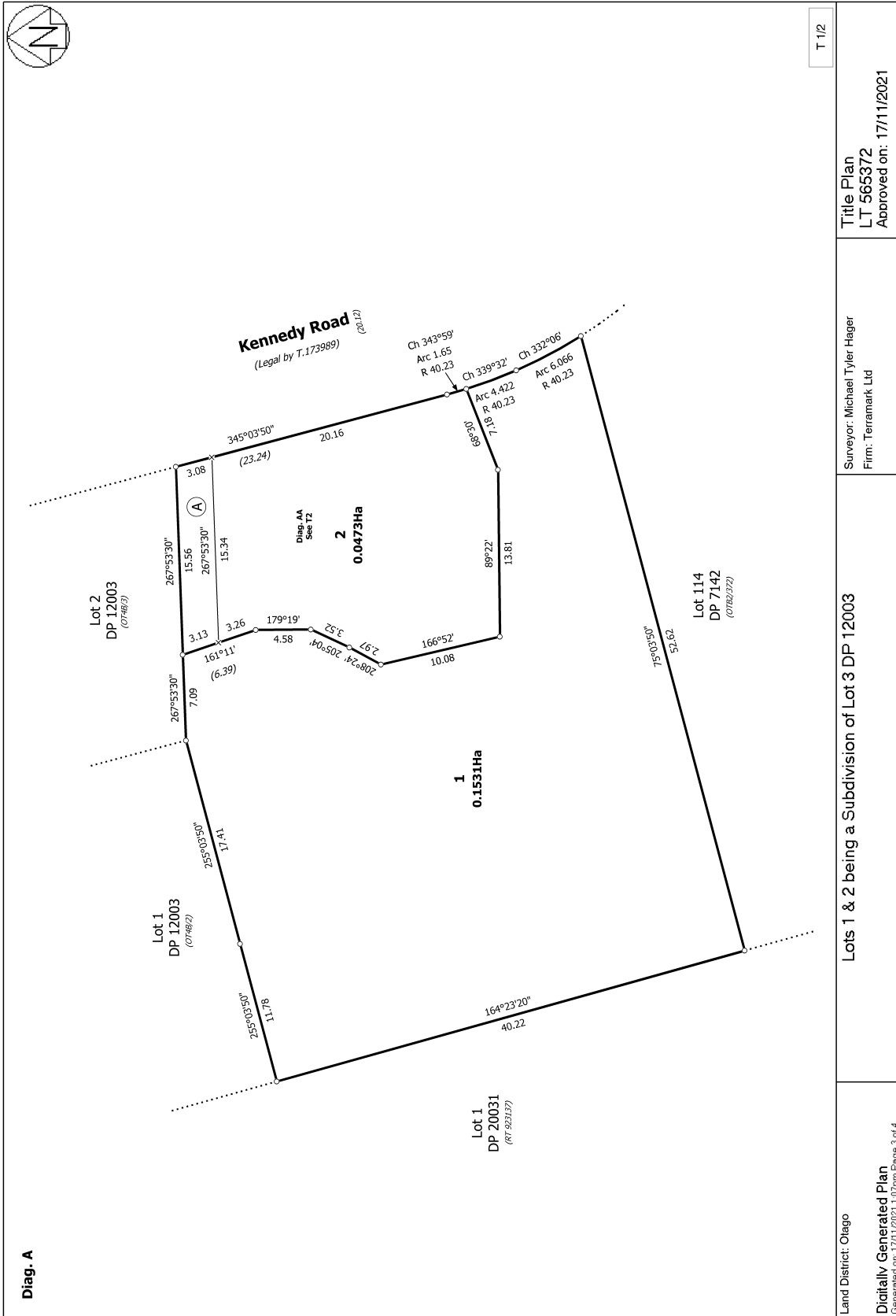
Interests

Subject to a right to convey electricity and telecommunications over part marked A on DP 565372 created by Easement Instrument 12345883.2 - 4.5.2022 at 5:02 pm

Subject to a right (in gross) to convey telecommunications over part marked A on DP 565372 in favour of Chorus New Zealand Limited created by Easement Instrument 12345883.3 - 4.5.2022 at 5:02 pm

Subject to a right (in gross) to convey electricity over part marked A on DP 565372 in favour of Aurora Energy Limited created by Easement Instrument 12345883.4 - 4.5.2022 at 5:02 pm

Land Covenant in Covenant Instrument 12345883.5 - 4.5.2022 at 5:02 pm



View Instrument Details



Instrument No 12345883.2
Status Registered
Date & Time Lodged 04 May 2022 17:02
Lodged By Carter, Simon Laidlaw
Instrument Type Easement Instrument



Affected Records of Title	Land District
1009722	Otago
1009723	Otago

Annexure Schedule Contains 1 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Simon Laidlaw Carter as Grantor Representative on 20/06/2022 11:17 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Simon Laidlaw Carter as Grantee Representative on 20/06/2022 11:17 AM

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

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor

Frances Corinne Moana Platt and Martin Phillip Platt

Grantee

Frances Corinne Moana Platt and Martin Phillip Platt

Grant of easement or *profit à prendre* or creation of 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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Continue in additional Annexure Schedule if required.

Schedule A

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity, telecommunications	A on DP 565372	Lot 2 DP 565372 (RT 1009723)	Lot 1 DP 565372 (RT 1009722)

Easements or *profit 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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.



View Instrument Details

Instrument No 12345883.3
Status Registered
Date & Time Lodged 04 May 2022 17:02
Lodged By Carter, Simon Laidlaw
Instrument Type Easement Instrument



Affected Records of Title	Land District
1009723	Otago

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Simon Laidlaw Carter as Grantor Representative on 04/05/2022 03:21 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Simon Laidlaw Carter as Grantee Representative on 04/05/2022 03:21 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor

Surname(s) must be underlined.

Martin Philip Platt and Frances Corinne Moana Platt

Grantee

Surname(s) must be underlined.

CHORUS NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the Burdened Land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(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 Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	A on DP 565372	Lot 2, DP 565372 (RT 1009723)	Chorus New Zealand Limited (in gross)

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 2018 and/or the Fifth Schedule of the Property Law Act 2007.

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

Memorandum number _____, registered under section 209 of the Land Transfer Act 2017,

the provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers":**

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 3 of

Pages

Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor's Covenants

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
 - (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
 - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
 - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
 - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

Annexure Schedule

Insert type of instrument

Easement

Dated

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of

Pages

Continue in additional Annexure Schedule, if required.

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) "**Line**" and "**Works**" shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

View Instrument Details



Instrument No 12345883.4
Status Registered
Date & Time Lodged 04 May 2022 17:02
Lodged By Carter, Simon Laidlaw
Instrument Type Easement Instrument



Affected Records of Title	Land District
1009723	Otago

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Simon Laidlaw Carter as Grantor Representative on 04/05/2022 03:21 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Rosemary Erin Clark as Grantee Representative on 04/05/2022 04:41 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

MARTIN PHILIP PLATT and FRANCES CORINNE MOANA PLATT

Grantee

AURORA ENERGY LIMITED

Grant of Easement or *Profit à prendre*

The **Grantor** being the registered owner of the burdened land set out in Schedule A grants to the **Grantee** (in gross) the easement(s) or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in **Annexure Schedule 1**.

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	A as shown on DP 565372	Lot 2 DP 565372 held in RT 1009723	In gross

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

the provisions set out in **Annexure Schedule 1**

Annexure Schedule 1

CONTINUATION OF "EASEMENTS TO BE CREATED OR PROFITS A PRENDRE RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)"

The Grantee shall have as easements in gross forever in favour of the Grantee the following rights:

- (a) To convey electricity under and through the soil of that part of the land in Record of Title 1009723 marked A on Deposited Plan 565372 (**electricity cable easement**)

In this Instrument, Record of Title 1009723 is referred to as "the burdened land".

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY AND ANCILLARY EQUIPMENT

1. ELECTRICITY CABLE EASEMENTS

1.1 The Grantee shall have the right:

- (a) To lead and convey electricity, electric impulses, and ancillary telecommunications without interruption or impediment (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes and ancillary equipment laid or to be laid under the surface of and through the soil of the electricity cable easement.
- (b) To lay, place, inspect, repair, maintain, renew, upgrade and replace under the electricity cable easement such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity, electric impulses, and ancillary telecommunications by means of the said conduits, cables, pipes and ancillary equipment.
- (c) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the burdened land as may be necessary to secure access to the electricity cable easement and the said conduits, cables, pipes and ancillary equipment and on such parts of the burdened land as may be necessary for the purpose of laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said conduits, cables, pipes and ancillary equipment together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the burdened land as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

2. GRANTOR COVENANTS

2.1 The Grantor covenants with the Grantee:

- (a) Not to place any building or other structure or plant any tree or shrub or alter the natural level of the land on the electricity cable easement without the prior written consent of the Grantee.

- (b) To take all reasonable steps to ensure that their tenants, agents and workmen do not do any wilful or negligent act or thing whereby the said conduits, cables, pipes and ancillary equipment and the said electricity cables shall be damaged or destroyed. If it is established that the damage was caused by the negligent or wilful act of the Grantor or their tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required. Any work so required shall be carried out by a Contractor selected by the Grantee.
- (c) Not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the Grantee may be interfered with or affected.

3. GRANTEE COVENANTS

- 3.1 The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall:
- (a) Cause as little damage as possible to the burdened land and the occupiers of the burdened land;
 - (b) Restore the burdened land as near as reasonably possible to its previous condition;
 - (c) Make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fences of the Grantor.
 - (d) Not except while work is being carried on upon the burdened land leave on that part of the burdened land not covered by the electricity easements any rubbish or debris or obstruction.

View Instrument Details



Instrument No 12345883.5
Status Registered
Date & Time Lodged 04 May 2022 17:02
Lodged By Carter, Simon Laidlaw
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1009722	Otago
1009723	Otago

Annexure Schedule Contains 2 Pages.

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 Simon Laidlaw Carter as Covenantor Representative on 20/06/2022 11:17 AM

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 Simon Laidlaw Carter as Covenantee Representative on 20/06/2022 11:17 AM

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

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Frances Corinne Moana Platt and Martin Phillip Platt

Covenantee

Frances Corinne Moana Platt and Martin Phillip Platt

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

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 565372	Lot 2 DP 565372 (RT 1009723)	Lot 1 DP 565372 (RT 1009722)

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

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 the below
[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].
[Annexure Schedule ____].

Covenant

1. Agreement

- 1.1 The Covenantor, for itself so as to bind the Lots (being certain Lots in the Development) covenants and agrees with the Covenantee (for the benefit of the Covenantee and the registered proprietor from time to time) that the Covenantor shall always observe and perform the covenant set out below in this Instrument.
- 1.2 The covenants in this Instrument shall be enforceable by the Covenantee (and the Covenantees assigns, transferees or successors) against the Covenantor as owner of any Lot in his, her or its successors in title, transferees, assigns and occupiers for the time being of any Lot.
- 1.3 The Covenantee shall not be required to, nor be obliged to enforce the covenant and the Covenantor shall be liable only in respect of breaches of the covenant which occur while the Covenantor is the registered proprietor of any the Lots.
- 1.4 If there is a breach or non-observance of the covenant as set out in this Instrument then the Covenantor may enforce the breach pursuant to the terms of this Instrument.

2. Height Restriction

- 2.1 Any building or part of a building or structure of any nature (whether permanent, temporary or relocatable) shall be placed, relocated or built so that the building or structure does not exceed 5.5 metres in vertical height.
- 2.2 The height measurement shall be taken from from the highest point of the lot (being the northwest corner).
- 2.3 This restriction excludes chimneys, aerials or satellite dishes (or similar) that are less than 1 metre in diameter.
- 2.4 The Covenantee may require any building or structure, chimney, aerial or satellite that breaches the above to be redesigned, reduced, changed, rebuilt or replaced at the cost of the Covenantee so that the resulting building, structure, chimney, aerial or satellite dish is not in breach of this covenant.

3. Disputes and Differences

- 3.1 All unresolved disputes, questions or differences at any time arising between the registered proprietors to this Land Covenant shall be settled in accordance with the provisions of paragraph 14 of Schedule 5 to the Land Transfer Regulations 2018 or any replacement provisions/act.