



**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 **1140954**
Land Registration District **Wellington**
Date Issued 30 October 2023

Prior References
443662

Estate Fee Simple
Area 1.7415 hectares more or less
Legal Description Lot 2 Deposited Plan 593296
Registered Owners
Colin Reginald White, Shona Estelle White, Craig Procter and Blair Robinson

Interests

Subject to the reservation as to Coal Gold and Silver as set out in No. 516880

Appurtenant hereto is a right of way created by Easement Instrument 8100631.13 - 13.3.2009 at 9:00 am

The easement created by Easement Instrument 8100631.13 is subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to supply water, a right of way and a right to convey electricity and telecommunications created by Easement Instrument 8849511.4 - 21.9.2011 at 9:15 am

The easements created by Easement Instrument 8849511.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to supply water, a right of way and a right to convey electricity and telecommunications over part marked A on DP 593296 created by Easement Instrument 8849511.4 - 21.9.2011 at 9:15 am

Subject to a right (in gross) to convey electricity over part marked A on DP 593296 in favour of Electra Limited created by Easement Instrument 8849511.5 - 21.9.2011 at 9:15 am

Subject to a right (in gross) to convey telecommunications and computer media over part marked A on DP 593296 in favour of Telecom New Zealand Limited created by Easement Instrument 8849511.6 - 21.9.2011 at 9:15 am

Land Covenant in Easement Instrument 8849511.7 - 21.9.2011 at 9:15 am

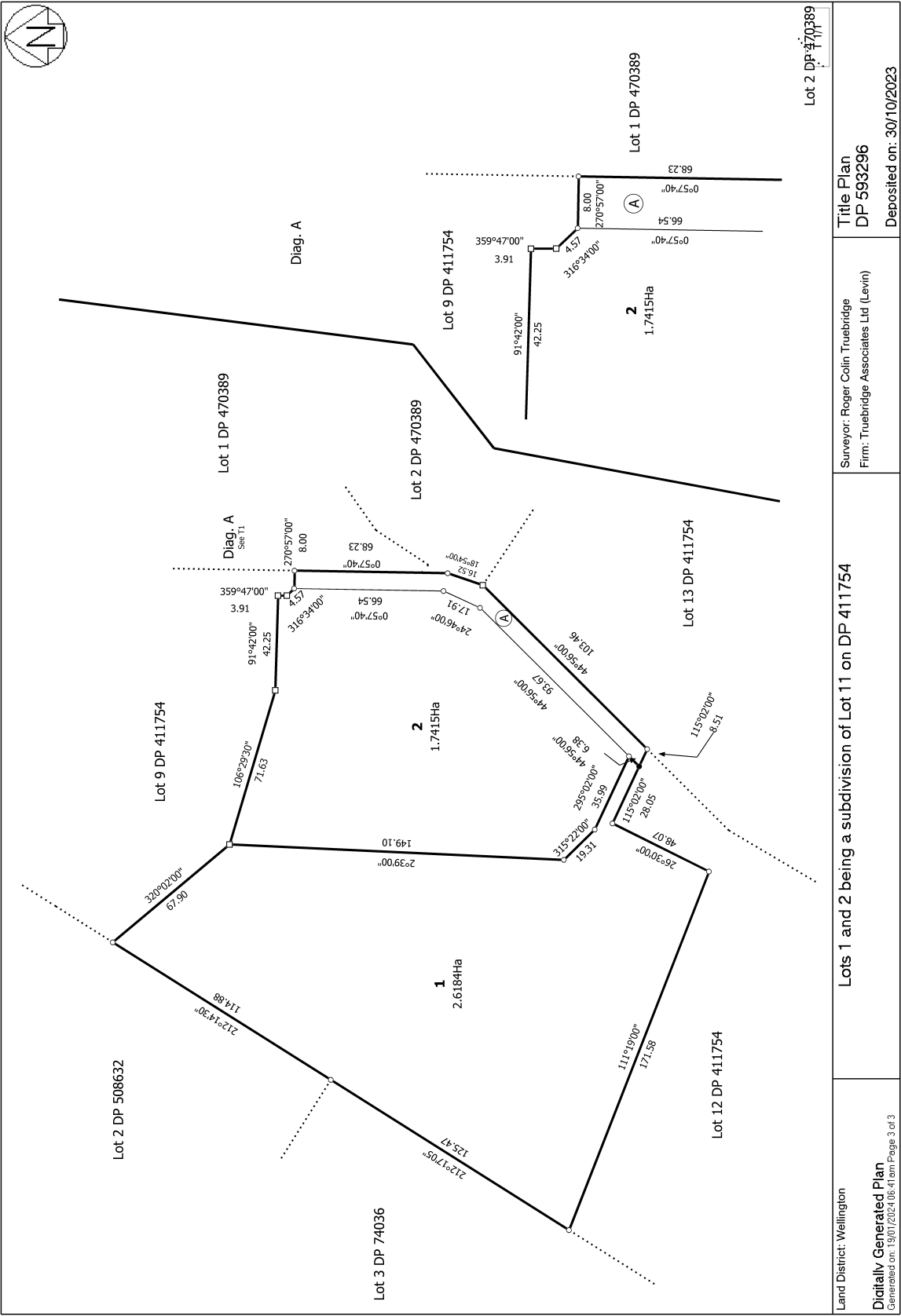
Appurtenant hereto is a right to convey electricity and telecommunications created by Easement Instrument 9021083.3 - 11.4.2012 at 9:11 am

12551611.2 Mortgage to Westpac New Zealand Limited - 8.9.2022 at 9:13 am

12859951.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 30.10.2023 at 12:59 pm

Subject to a right to supply water, right of way, right to convey electricity and telecommunications over part marked A on DP 593296 created by Easement Instrument 12859951.3 - 30.10.2023 at 12:59 pm

The easements created by Easement Instrument 12859951.3 are subject to Section 243 (a) Resource Management Act 1991



Approved by Registrar-General of Land under No. 2007/6225

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

EI 8100631.13 Easeme

Cpy - 01/01, Pgs - 006, 12/03/09, 14:00

Land registration district

WELLINGTON



Grantor

Surname(s) must be underlined or in CAPITALS.

SABZI ORGANICS OF NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

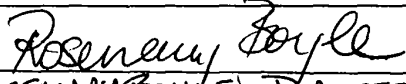

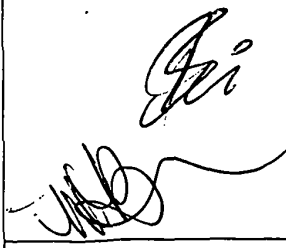

HILLVIEW INVESTMENTS LIMITED (as to the land in CT 364487 and Andrew BAIN and Maire Vanessa BAIN (as to the land in CT 364490)

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

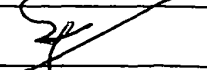
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or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

Dated this 27th day of November 2008

Attestation

 ROSEMARY BOYLE - DIRECTOR  PETER MACDONALD - DIRECTOR Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
 Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p>  <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <p>Barry Allen Britten Solicitor Palmerston North</p>

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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation

Signed by the Grantee
HILLVIEW INVESTMENTS LIMITED
by its Director in the presence of:

Laffey

Barry Allen Britten
Solicitor
Palmerston North

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.

Annexure Schedule 1

Easement instrument

Dated

Page **1** of **1** 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)
Right of Way	D	Part Lot 1 DP62826 being CT WN33A/95	Lot 4 DP390783 being CT 364487 and Lot 7 DP390783 being CT 364490

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 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 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.

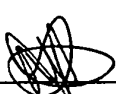
Continue in additional Annexure Schedule if required.

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

RB PM  B lce

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

Page

1

of

1




pages

(Continue in additional Annexure Schedule, if required.)

Maintenance and Repair of Easements

1. Where the need for any maintenance or repair in respect of any of the easements specified in Schedule A is directly attributable to the actions of one only of the affected parties or of any tenant, servant, agent workman, licensee, invitee, or of any visitor to such party then the cost of such maintenance and repair shall be borne wholly by such party. All such maintenance and repair shall be carried out in a manner which shall so far as reasonably practicable minimise disturbance to the property on which such maintenance or repair is carried out and to the occupiers thereof and to any building and other improvements thereon and all resulting damage caused by reason of any maintenance and repair works shall be duly made good.
2. The parties shall review the condition of that part of the right of way shown "D" on DP 390783 every two years and the Grantee shall be responsible for all costs and expenses required to keep that part of the right of way shown "D" on DP 390783 as actually used by the Grantee in good order and repair. The Grantor may give notice in writing to the Grantee on such review specifying the repair work reasonably required.
3. The Grantor and the Grantee agree that Lot 4 DP 390783 being part of the dominant tenement may be further subdivided but to the intent that no more than a total of 8 lots may have the use of the right of way (including the use by Lot 7 DP 390783).

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.

RB PM.   

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement Instrument**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

WESTPAC NEW ZEALAND LIMITED**Mortgagee under Mortgage No. 7134859.3****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.


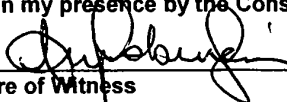
Pursuant to [section 238(2) of the Land Transfer Act 1952]

{section _____ of the _____ Act _____}

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

registration of an Easement Instrument relating to a right of way over the area marked "D" on Plan 390783.Dated this **5th** day of **March** **2009****Attestation**

 Robert Stanley McDonald	Signed in my presence by the Consentor  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name ANGELA ROBINSON Occupation Bank Officer Address Westpac Christchurch
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Robert Stanley McDonald, 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



Robert Stanley McDonald

this 5 March 2009



View Instrument Details

Instrument No. 8849511.7
Status Registered
Date & Time Lodged 21 Sep 2011 09:15
Lodged By Cantillon, Christopher Michael P
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers Land District

443659	Wellington
443660	Wellington
443661	Wellington
443662	Wellington
443663	Wellington
443664	Wellington

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 ☒

I certify that the Mortgagee under Mortgage 8054565.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Christopher Michael Phillip Cantillon as Grantor Representative on 21/09/2011 09:11 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 Christopher Michael Phillip Cantillon as Grantee Representative on 21/09/2011 09:11 AM

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

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Hillview Investments Limited

Grantee

Hillview Investments Limited

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) 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
i) Covenant as per terms attached		Lots 8, 9, 10, 11, 12, 13 DP411754 CTs 443659-443664	Lots 8, 9, 10, 11, 12, 13 DP411754

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

<p>Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007</p> <p>The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:</p> <p>[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]</p> <p>[the provisions set out in Annexure Schedule _____]</p>

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

<p>The provisions applying to the specified covenants are those set out in:</p> <p>[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]</p> <p>[Annexure Schedule]</p> <p>Attached</p>

Annexure schedule

Page 3 of 4 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

*Continue in additional Annexure Schedule, if required***Land Covenant**

The Grantor creates the following covenants over the land of the Grantor in favour of the land of the Grantee (except where the Servient Tenement and Dominant Tenement is the same) as set out in Schedule A.

The Grantor herein covenants and agrees with the Grantee:

- 1 (a) The Grantor will not erect or place on the servient tenement any building other than a single new residential home and other new buildings as would usually be appurtenant or ancillary to a single residence.
- (b) Such new residential home and other new buildings are to be built from permanent materials which are aesthetic to the environment and which will not detract from the surroundings of the countryside.
- 2 Construction of the dwelling is to be completed to lock up stage within 12 months from commencement of laying the foundations and within that 12 month period an all-weather vehicle access or driveway is to be formed to the housing site. Prior to the commencement of construction of any building, the vehicle access to the site is to be metalled.
- 3 Lawns are to be laid and fences completed within a further period of 12 months from completion of the dwelling. Only new materials are to be used in the fence construction or repair thereof.
- 4 No building is to be constructed or placed within 15 metres of any right of way easement facility referred to on DP 411754.
- 5 Once construction of the dwelling has been completed the Grantee will not allow to remain on the servient tenement any temporary dwelling, caravan, bus, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities and presentation of the lots that form part of the subdivision under DP 411754.
- 6 The Grantor will not carry on or allow the servient tenement to be used for any activity that by reason of noise, smell, or general unsightliness, is offensive to other owners in the subdivision under DP411754, even if the activity is permitted by the district scheme.
- 7 Each servient tenement lot is to be kept tidy and free of debris at all times.
- 8 Further Subdivision
 - (a) The Grantor as registered proprietor of Lot 8 DP 411754 will not subdivide Lot 8 DP 411754.
 - (b) The Grantor as registered proprietor of any of Lots 9-13 DP 411754 will not subdivide any one of these lots into any more than two lots ("new Lots") and neither of the new lots may be less than 1.5 acres (600 m2) in area.
- 9 The Grantor acknowledges and agrees with the Grantee that each lot in the subdivision forms part of a development which is intended to be established and maintained as a modern subdivision for private ownership and no usage principally for subsidise or communal housing shall be permitted.
- 10 The Grantor will undertake no commercial activity on the lot without first obtaining written approval of the Grantee.

Annexure schedule

Page 4 of 4 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***Dispute Resolution**

In the event of any dispute or disagreement whatsoever between any of the Registered Proprietors for the time being of any of the Servient or Dominant Tenement lots, any of such parties may require the matter to be resolved by arbitration in accordance with the provisions of the Arbitration Act 1996. The arbitrator shall be a sole arbitrator agreed to by the parties and failing agreement by appointment by the President for the time being of the local District Law Society. The parties record, however, that it is their intention in the event of any dispute or disagreement arising, to try to resolve such dispute or disagreement by negotiation or mediation with a view to avoiding the need to refer to arbitration in the first instance.

Enforcement

Should the Grantor or any subsequent Registered Proprietor of the Servient Tenement lot be in breach of any of the foregoing covenants, he, she, or they will on request from the Grantee or any subsequent Registered Proprietor of the Dominant Tenement lots (any of whom are included in the expression "the enforcer" in this clause) to immediately and permanently desist from and remedy such breach at his, her or their cost. The Grantor or any subsequent Registered Proprietor of the Servient Tenement lots shall also pay to the enforcer the following:

- (a) The enforcer's costs, fees and charges incurred in respect of ensuring compliance with these land covenants including any costs, fees or charges incurred in dealing with any claims against a Grantee by third parties arising from such breach, plus a 25% liquidated damages surcharge; and
- (b) The costs, fees and charges of any other person entitled to enforce the remedies.