

# GRIFFIOEN.

## RECORD OF TITLE

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

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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 4492  
**Land Registration District** Canterbury  
**Date Issued** 11 April 2001

**Prior References**  
CB47C/1293

**Supplementary Record Sheet**  
6459

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**Estate** Stratum in Freehold  
**Legal Description** Unit 2 Deposited Plan 300977  
**Registered Owners**  
Caleb Peter Griffioen and Independent Trustees (Canterbury) 2014 Limited

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**The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet**

11938744.2 Mortgage to ANZ Bank New Zealand Limited - 4.12.2020 at 11:36 am





**SUPPLEMENTARY RECORD SHEET  
UNDER UNIT TITLES ACT 1972**

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

**Identifier** **6459**  
**Land Registration District** **Canterbury**  
**Date Issued** 11 April 2001  
**Plan Number** DP 300977

**Subdivision of**  
Lot 2 Deposited Plan 82530

**Prior References**  
CB47C/1293

**Unit Titles Issued**

4491 4492 4493

**Interests**

**OWNERSHIP OF COMMON PROPERTY**

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

A482620.5 Easement Certificate specifying the following easements - 24.11.2000 at 2:20 pm

<b>Type</b>	<b>Servient Tenement</b>	<b>Easement Area</b>	<b>Dominant Tenement</b>	<b>Statutory Restriction</b>
Drain Sewage, right to convey electric power and telephonic communications	Lot 1 Deposited Plan 82530 - CT 4150	B DP 82530	Lot 2 Deposited Plan 82530 - herein	Subject to Section 243 (a) Resource Management Act 1991
Drain Sewage, right to convey electric power and telephonic communications	Lot 2 Deposited Plan 82530 - herein	D and E DP 82530	Lot 1 Deposited Plan 82530 - CT 4150	Subject to Section 243 (a) Resource Management Act 1991
Right of way	Lot 1 Deposited Plan 82530 - CT 4150	A and B DP 82530	Lot 2 Deposited Plan 82530 - herein	Subject to Section 243 (a) Resource Management Act 1991
Right of way	Lot 2 Deposited Plan 82530 - herein	A and B DP 300978	Lot 1 Deposited Plan 82530 - CT 4150	Subject to Section 243 (a) Resource Management Act 1991

5035092.6 Change of rules of the Body Corporate - 11.4.2001 at 12:34 pm

Approved by the District Land Registrar, South Auckland No. 351560  
 Approved by the District Land Registrar, North Auckland, No. 4380/81  
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

# A 482620.5 EC EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

~~LAW~~ R.I.A. GROUP LIMITED a duly incorporated company having its registered office at Little River near Christchurch ✓

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Canterbury on the            day of 192000 under No. 82530 ✓ are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

## SCHEDULE DEPOSITED PLAN NO. 82530 ✓

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
(a) Right of Way ✓	Lot 1 DP82530 ✓	All that part shown as "A" and "B" ✓	Lot 2 DP82530 ✓	47C/1292 and 47C/1293 ✓
(b) Right of Way ✓	Lot 2 DP82530 ✓	All that part shown as "C" and "D" ✓	Lot 1 DP82530 ✓	47C/1292 and 47C/1293 ✓
(a) Right to drain sewage ✓	Lot 1 DP82530 ✓	All that part shown as "B" ✓	Lot 2 DP82530 ✓	47C/1292 and 47C/1293 ✓
(b) Right to drain sewage ✓	Lot 2 DP82530 ✓	All that part shown as "D" and "E" ✓	Lot 1 DP82530 ✓	47C/1292 and 47C/1293 ✓
(a) Right to convey electric power ✓	Lot 1 DP82530 ✓	All that part shown as "B" ✓	Lot 2 DP82530 ✓	47C/1292 and 47C/1293 ✓
(b) Right to convey electric power ✓	Lot 2 DP82530 ✓	All that part shown as "D" and "E" ✓	Lot 1 DP82530 ✓	47C/1292 and 47C/1293 ✓
(a) Right to convey telephonic communications ✓	Lot 1 DP82530 ✓	All that part shown as "B" ✓	Lot 2 DP82530 ✓	47C/1292 and 47C/1293 ✓
(b) Right to convey telephonic communications	Lot 2 DP82530 ✓	All that part shown as "D" and "E" ✓	Lot 1 DP82530 ✓	47C/1292 and 47C/1293 ✓

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

For Rights and Powers see annexures hereto.

## Rights and Powers

### 1. Right of Way


In addition to the Rights or Powers set out in the Seventh Schedule to the Land Transfer Act 1952:

In respect of the dominant tenement a right of vehicular right of way as such right is defined in the Ninth Schedule to the Property Law Act 1952.

### 2. Right to Convey Electric Power

In addition to the Rights or Powers set out in the Seventh Schedule to the Land Transfer Act 1952:

In respect of the dominant tenement the full, free, uninterrupted and unrestricted right, liberty and privilege as a separate grant for the right to convey electric power granted hereunder for the Grantee from time to time and at any time hereafter to lead and convey electricity, electric impulses from the adjoining public road over the servient tenement without interruption or impediment (except during any periods of necessary renewing and/or repairing the same) by means of conduits or pipes laid or to be laid under the surface of and through the soil of that portion of the servient tenement which is subject to this easement to the dominant tenement being the property of the Grantee and in order to comply with any obligations of the Grantee hereunder for maintenance of the same, the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee from time to time at all reasonable times to enter upon the said parcel of land subject to the said easement with or without agents, contractors, servants or workmen with all necessary tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for that purpose, and to remain there for such time as may be necessary for the purpose of laying, repairing, renewing or inspecting the said conduits or pipes and insofar as the same shall be reasonably necessary to break up the surface of the said portions of land subject to the aforesaid easement in the vicinity of the said conduits or pipes PROVIDED HOWEVER that in so doing the Grantee shall ensure that there is as little damage, disturbance, inconvenience and interruption caused to the servient tenement and to the use of the electric power supply as is reasonably possible and the Grantee shall forthwith thereafter make good all damage done to the said servient tenement.



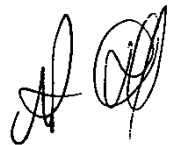
### 3. Right to Convey Telephonic Communications

In addition to the Rights or Powers set out in the Seventh Schedule to the Land Transfer Act 1952:

- (a) In respect of the dominant tenement the full, free, uninterrupted and unrestricted right, liberty and privilege as a separate grant for each right to convey telephonic communications granted hereunder over the servient tenement for the Grantee in common with the Grantor from time to time and at all times hereafter to convey telephonic and other similar services from the adjoining public road without interruption or impediment (except during any periods of any necessary renewal and/or repair of the same) by means of conduits or pipes laid or to be laid under the surface of the servient tenement as a telephonic communications supply to the property of the Grantee and in order to comply with the maintenance obligations of the Grantee a full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee from time to time and at all times to enter upon the servient tenement with or without agents, contractors, servants or workmen with all necessary tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose and to remain there for such time as may be necessary for the purpose of laying, repairing, renewing or inspecting the said conduits or pipes and insofar as the same shall be reasonably necessary to break up the surface of the said portions of land in the vicinity of the said conduits or pipes PROVIDED HOWEVER in doing so the Grantee shall ensure that as little damage, disturbance, inconvenience and interruption as is reasonably possible is caused to the servient tenement and to the use of the telephonic communications supply and the Grantee shall make good all damage done to the servient tenement.

### 4. Right to drain sewage

In respect of the dominant tenement the right for the Grantee to drain sewage as such right is contained in the Seventh Schedule to the Land Transfer Act 1952 over the servient tenement.



No. 2 Terms, conditions, covenants, or restrictions in respect of any of the above Easements:

1. If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this Certificate the following provisions shall apply:

(i) The other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven (7) days from service of the default notice, the other party may perform such obligations;

(ii) If at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other may:

A. Perform such obligation; and

B. For that purpose enter the relevant servient land or dominant land and carry out any work;

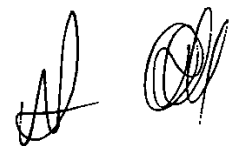
(iii) The defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;

(iv) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this sub-clause.

2. In the event of any dispute arising between any of the parties hereto as to the liability or the extent of the liability of any of the said parties to pay for or contribute to the cost of any repairs or reinstatement pursuant to the provisions hereof or as to whether any formation, maintenance, repair or reinstatement is necessary or as to the nature thereof then such dispute shall be referred to and determined by arbitration in accordance with the provisions of the Arbitration Act 1996.

3. Right to Convey Telephonic Communications:

The following conditions shall apply to each Right to Convey Telephonic Communications granted hereunder:



- (a) The registered proprietors of Lot 1 on D.P. 82530 shall be responsible for a one half of the cost of the installation, repair and maintenance of that portion of the Telephonic Communications Supply which serves both Lots 1 and 2 and is shown as areas "B" "D" and "E" on D.P. 82530 and the whole of the cost of the installation, repair and maintenance of that portion of the Telephonic Communications Supply which serves only Lot 1.
- (b) The registered proprietors of Lot 2 on D.P. 82530 shall be responsible for a one half of the cost of the installation, repair and maintenance of that portion of the Telephonic Communications Supply which serves both Lots 1 and 2 and is shown as areas "B" "D" and "E" on D.P. 82530 and the whole of the cost of the installation, repair and maintenance of that portion of the Telephonic Communications Supply which serves only Lot 2.
- (c) Notwithstanding the provisions of the immediately preceding paragraphs (a) and (b) if any repair or maintenance to the Telephonic Communications Supply is rendered necessary by the act, neglect or default of any Grantor or any Grantor's tenants, servants, workmen, licensees or invitees or by the act, neglect or default of any Grantee or any Grantee's tenants, servants, workmen, licensees or invitees then the party whose act, neglect or default necessitates the repair or maintenance shall properly carry out such repair or maintenance and shall bear the whole cost of such work.

**4. Right to convey Electric Power:**

The following conditions shall apply to each Right to convey Electric Power granted hereunder:

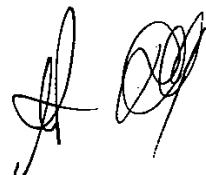
- (a) The registered proprietors of Lot 1 on DP82530 shall be responsible for one half of the cost of the installation, repair and maintenance of that portion of the Electric Power Supply which serves both Lots 1 and 2 and is shown as areas "B" and "D" and "E" on DP82530 and the whole of the cost of the installation, repair and maintenance of that portion of the Electric Power Supply which serves only Lot 1.
- (b) The registered proprietors of Lot 2 on DP82530 shall be responsible for one half of the cost of the

installation, repair and maintenance of that portion of the Electric Power Supply which serves both Lots 1 and 2 and is shown as areas "B" and "D" and "E" on DP82530 and the whole of the cost of the installation, repair and maintenance of that portion of the Electric Power Supply which serves only Lot 2.

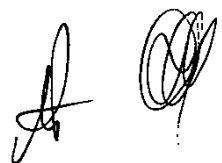
- (c) Notwithstanding the provisions of the immediately preceding paragraphs (a) and (b) if any repair or maintenance to the Electric Power Supply is rendered necessary by the act, neglect or default of any Grantor or by any Grantor's tenants, servants, workmen, licensees or invitees or by the act, neglect or default of any Grantee or any Grantee's tenants, servants, workmen, licensees or invitees then the party whose act, neglect or default necessitates the repair or maintenance shall promptly carry out such repair or maintenance and shall bear the whole cost of such work.

**5. Right to drain sewage**

- (a) The registered proprietors of Lot 1 on D.P. 82530 shall be responsible for one half of the cost of the installation, repair and maintenance of that portion of the sewer drain which serves both Lots 1 and 2 and is shown as areas "B" "D" and "E" on DP82530 and the whole of the costs of the installation, repair and maintenance of that portion of the sewer drain which serves only Lot 1.
- (b) The registered proprietors of Lot 2 on D.P. 82530 shall be responsible for one half of the cost of the installation, repair and maintenance of that portion of the sewer drain which serves both Lots 1 and 2 and is shown as those areas marked "B" "D" and "E" on DP82530 and the whole of the cost of the installation, repair and maintenance of that portion of the sewer drain which serves only Lot 2.
- (c) Notwithstanding the provisions of the immediately preceding paragraphs (a) and (b) if any repair or maintenance to the sewer drain is rendered necessary by the act, neglect or default of any Grantor or by any Grantor's tenants, servants, workmen, licensees, or invitees or by the act, neglect or default of any Grantee or any Grantee's tenants, servants, workmen, licensees or invitees then the party whose act, neglect or default necessitates the repair or maintenance shall



promptly carry out such repair or maintenance and shall bear the whole cost of such work.

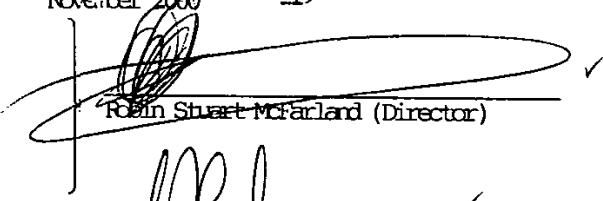
Handwritten initials or signature consisting of two distinct scribbled marks.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

For Terms, conditions, covenants, or restrictions in respect of any of the above easements please see annexures hereto.

Dated this twenty first day of November 2009 ✓

Signed by the above-named  
R.I.A. GROUP LIMITED

 ✓  
\_\_\_\_\_  
Robin Stuart McFarland (Director)

in the presence of

Witness .....

 ✓  
\_\_\_\_\_  
Marie Ruda McFarland (Director)

Occupation .....

Address .....

# EASEMENT CERTIFICATE

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

*Correct for the purposes of the  
Land Transfer Act*

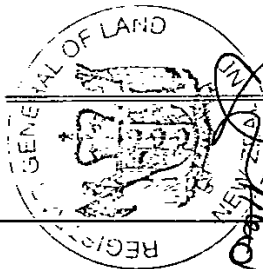


*Solicitor for the registered proprietor*

THE WITHIN EASEMENTS WHEN  
CREATED WILL BE SUBJECT TO  
SECTION 243(a) RESOURCE  
MANAGEMENT ACT 1991.

**REGISTER**

220 24.NOV00 A 482620.5  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTEBURY  
FOR REGISTRATION - GENERAL



THORNE THORNE WHITE & CLARK-WALKER  
SOLICITORS  
AUCKLAND  
PAC:GB

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REF 4050

