



**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 **1135797**
Land Registration District **Otago**
Date Issued 21 November 2023

Prior References
OT210/244

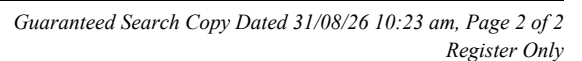
Estate Fee Simple
Area 2.5092 hectares more or less
Legal Description Lot 3 Deposited Plan 592122

Registered Owners

Benjamin Jeffrey Young, Jeffrey Blair Young and Kanuka Hill Trustees Limited as to a 1/2 share
Stuart John Young, Jeffrey Blair Young and Kanuka Hill Trustees Limited as to a 1/2 share

Interests

12539155.5 Mortgage to Westpac New Zealand Limited - 30.3.2023 at 2:48 pm
Appurtenant hereto is a right convey electricity created by Easement Instrument 12841270.6 - 21.11.2023 at 11:31 am
The easements created by Easement Instrument 12841270.6 are subject to Section 243 (a) Resource Management Act 1991



View Instrument Details



Instrument No 12841270.6
Status Registered
Date & Time Lodged 21 November 2023 11:31
Lodged By Allison, Dale Adair
Instrument Type Easement Instrument



Affected Records of Title	Land District
1135796	Otago
1135797	Otago

Annexure Schedule Contains 3 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 933593.4 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12539155.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Kerry Moran Dowling as Grantor Representative on 21/11/2023 11:23 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 Kerry Moran Dowling as Grantee Representative on 21/11/2023 11:23 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

BENJAMIN JEFFREY YOUNG, JEFFREY BLAIR YOUNG and KANUKA HILL TRUSTEES LIMITED as to a ½ share and **STUART JOHN YOUNG, JEFFREY BLAIR YOUNG and KANUKA HILL TRUSTEES LIMITED** as to a ½ share

Grantee

BENJAMIN JEFFREY YOUNG, JEFFREY BLAIR YOUNG and KANUKA HILL TRUSTEES LIMITED as to a ½ share and **STUART JOHN YOUNG, JEFFREY BLAIR YOUNG and KANUKA HILL TRUSTEES LIMITED** as to a ½ share

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) à prendre* 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 ELECTRICITY	A DP 592122	Lot 2 DP 592122 RT 1135796	Lot 3 DP 592122 RT 1135797

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 and/or Schedule 5 of the Property Law Act 2007

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

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

[the provisions set out in Annexure Schedule]

Continuation of Rights and Powers

1. The implied rights and powers prescribed by the Fifth Schedule to the Land Transfer Regulations 2018 are added to as follows:

"Any maintenance, repair or replacement of the easement facility that is necessary because of any act or omission by the grantor or the grantee solely (which includes any agents, employees, contractors, subcontractors or invitees of the grantor or the grantee) must be carried out promptly and at the sole cost of the party responsible for the act or omission or in such proportion as relates to the act or omission"