

# View Instrument Details



**Instrument No** 10674063.2  
**Status** Registered  
**Date & Time Lodged** 31 January 2017 15:36  
**Lodged By** Clark, Belinda Kay  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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**Affected Computer Registers**    **Land District**  
765336                                    Nelson

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Anthony Gilbert Stallard as Territorial Authority Representative on 31/01/2017 12:59 PM

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

NELSON CITY COUNCIL  
CONSENT NOTICE UNDER SECTION 221  
RESOURCE MANAGEMENT ACT 1991

GREGORY JOSEPH LAUTENSLAGER and DEBRA ANN LAUTENSLAGER  
as the proprietors of the land contained in the Schedule hereto.

The NELSON CITY COUNCIL hereby gives notice pursuant to Section 221 of  
the Resource Management Act 1991 that consent was granted to the registered  
proprietors under Resource Consent number RM155355 subject to the following  
further conditions being complied with a continuing basis in respect of the land  
detailed in the schedule hereto:

1. Stormwater from all roof and hardstand areas and pools shall be  
collected and discharged into the Nelson City Council stormwater  
system.

SCHEDULE

Lot 1 DP 505963.



DATED at Nelson this 16<sup>th</sup> day of January 2017

SIGNED by  )

**Carl Jenkins**  
Resource Consents Unit  
Nelson City Council  
(Authorised Officer Pursuant to  
Delegation)

An authorised officer of the Nelson City Council under  
delegated authority given pursuant to Section 716 of the Local  
Government Act 1974

SIGNED by  
GREGORY JOSEPH LAUTENSLAGER and )  
DEBRA ANN LAUTENSLAGER )



Belinda Clark  
Registered Legal Executive  
(Fellow)  
Nelson



# View Instrument Details

**Instrument No** 10674063.3  
**Status** Registered  
**Date & Time Lodged** 31 January 2017 15:36  
**Lodged By** Clark, Belinda Kay  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**  
765336                                  Nelson

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**Annexure Schedule:** Contains 4 Pages.

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## 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 5255298.3 has consented to this transaction and I hold that consent

## Signature

Signed by Anthony Gilbert Stallard as Grantor Representative on 31/01/2017 12:59 PM

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## 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 Anthony Gilbert Stallard as Grantee Representative on 31/01/2017 02:28 PM

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

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

<b>Grantor</b>			
Debra Ann Lautenslager and Gregory Joseph Lautenslager			
<b>Grantee</b> <span style="float: right;"><i>Surname(s) must be underlined.</i></span>			
<b>CHORUS NEW ZEALAND LIMITED</b>			
<b>Grant of easement or <i>profit à prendre</i> or creation of covenant</b>			
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 <i>profit(s) à prendre</i> 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).			
<b>Schedule A</b> <span style="float: right;"><i>Continue in additional Annexure Schedule if required.</i></span>			
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference) 505963	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right to convey telecommunications and computer media</b>	A on DP 505963	Lot 1 DP 505963 (CFR 765336)	<b>Chorus New Zealand Limited (in gross)</b>
<b>Easements or <i>profits à prendre</i> rights and powers (Including terms, covenants, and conditions)</b> <span style="float: right;"><i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i></span>			
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 <del>varied/negated/added to or substituted</del> by: Memorandum number _____, registered under section 155A of the Land Transfer Act 1952, The provisions set out in the Annexure Schedule.			
<b>Covenant provisions</b> <span style="float: right;"><i>Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i></span>			
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.			




**Annexure Schedule**

Insert type of instrument

Easement

Dated

Page

2

of

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 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, 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;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement 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 accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement 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 and computer media 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 Servient Tenement.

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 Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (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 Servient Tenement 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 Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) 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 Servient Tenement (except in the case of an Emergency, when notice will not be required). 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 Servient Tenement 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 Servient Tenement.

**Annexure Schedule**

Insert type of instrument

Easement

Dated [ ]

Page 4 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 Servient Tenement, 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 Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (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;

11V

80748 TE

(C) Approved by the D.L.R. of Nelson. No. 123

NEW ZEALAND

# MEMORANDUM OF TRANSFER

WHEREAS ANNIE ELIZABETH MARCHBANK of Nelson, Married Woman (hereinafter called "the Transferor") is ~~being~~ the registered proprietor of an estate of freehold in fee-simple subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situate in the Land District of Nelson

containing One rood one and three tenths perches (1rd. 01.3ps.) ✓  
 be the same a little more or less situated in Block IV Waimea Survey District being Lot 2 on Deposited Plan 6266 and being Part Section 42 District of Suburban South AND BEING part the land comprised and described in Certificate of Title Volume 115 folio 138 SUBJECT TO fencing covenant contained in Transfer 46736 AND SUBJECT TO Mortgage No. 39558 ✓

AND WHEREAS SYDNEY GEORGE HIGGINS of Nelson, Motor Engineer (hereinafter called "the Transferee") is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and

interests as are notified by memoranda under-written or endorsed hereon in that piece of land containing <sup>13</sup> <sup>1</sup> <sup>5.7</sup> ~~Fourteen~~ <sup>Thirteen</sup> acres <sup>one</sup> ~~three~~ roods and ~~fifteen~~ <sup>five decimil seven</sup> <sup>13</sup> <sup>1</sup> <sup>5.7</sup> ~~perches~~ <sup>perches</sup> (~~XX~~ acres ~~X~~ roods ~~XX~~ perches) more or less situated in Block IV Waimea Survey District being part of the land in Deposited Plan 776 and being part of Section 42 of the District of Suburban South and being the balance of the land comprised and described in Certificate of Title Volume <sup>after excepting thereout Lots 1, 3, 4, 5, 6, 7 and 8 D.P. 6243</sup> 118 Folio 124 Nelson Registry (hereinafter called "the land secondly described").....

*Ed*

14-3-15  
 1-2-9.3  
 13-1-5.7

AND WHEREAS for the consideration hereinafter appearing the Transferor and Transferee have agreed to grant the easements more particularly hereinafter described NOW THEREFORE IN CONSIDERATION of the sum of FIFTY POUNDS (£50) paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee his executors administrators and assigns and other the owner or owners occupier or occupiers for the time being of the land secondly described and his or their tenants servants agents workmen and <sup>S.C. H.</sup> visitors and all persons having business with him or them a free and perpetual right of way ingress and regress with or without vehicles horses or other animals carts carriages and motor vehicles of all descriptions through over and along that part of the said Lot 2 Deposited Plan 6266 coloured yellow on the plan endorsed hereon AND the Transferee DOTH HEREBY

A.E.M.

23 FEB 61 4472 -00110  
 D.L.R. GEORGE THOMAS P



TRANSFER unto the Transferor her executors administrators and assigns and other the owner or owners occupier or occupiers for the time being of the said Lot 2 Deposited Plan 6266 and her or their tenants servants agents workmen and visitors and all persons having business with him or them a free and perpetual right of way ingress and regress with or without vehicles horses or other animals carts carriages and motor vehicles of all descriptions through over and along that part of the land secondly described coloured blue on the plan endorsed hereon

AND IT IS HEREBY AGREED AND DECLARED that the costs of maintenance of the rights of way hereby created shall be borne in equal shares by the parties entitled to use the same PROVIDED ALWAYS that if the lands over which the said rights of way by these presents created shall become out of repair or be damaged through the abnormal wear or use by one of the registered proprietors of the said Lot 2 Deposited Plan 6266 or the land secondly described or by their tenants servants agents workmen or visitors then such registered proprietor shall be solely responsible for the cost of restoring the said rights of way to their former good order and condition

IN WITNESS whereof this Memorandum of Transfer has been executed this 26<sup>th</sup> day of September One thousand nine hundred and sixty-one (1961)

SIGNED by the said ANNIE )  
ELIZABETH MARCHBANK in the )  
presence of: )

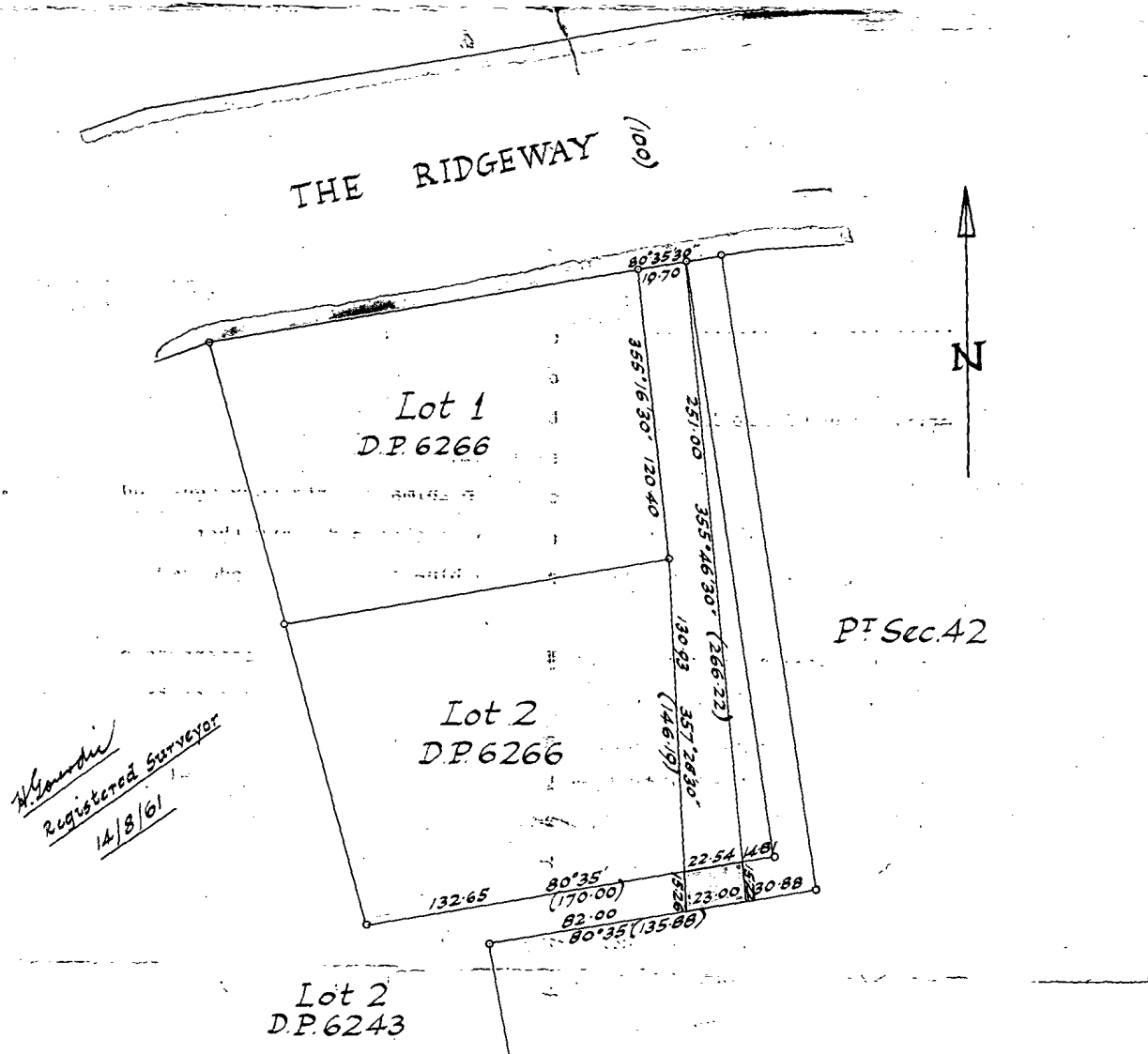
*A. E. Marchbank*.....

*Walter  
Solomon  
Nelson*

SIGNED by the said SYDNEY )  
GEORGE HIGGINS in the )  
presence of: )

*Sy. Higgins*.....

*Lawrence  
Lawrence  
Kraepf  
Solomon  
Nelson*



*H. Gaudin*  
 Registered Surveyor  
 14/8/61

Right of Way over PT Lot 2 D.P. 6266 & PT Lot 2 D.P. 6243  
being PT Sec. 42 Suburban South.

— Scale: 50 Links to an inch. —

Pursuant to Sec. 180 of the Municipal Corporations Act 1954 the Nelson City Council hereby agrees to the laying out and granting of the Rights of Way shown hereon.

Dated this ... 22nd ... day of AUGUST 1961.

The Common Seal of the Mayor, Councillors and Citizens of the City of Nelson was affixed hereto in the presence of:



*A. Russell*  
 Mayor

*W. Embury*  
 Town Clerk

*Diagram adequate for purpose of easement*  
*W.A.B.*  
 Deputy C. R.  
 11/10/61

80748

20

No. -

**TRANSFER** of Freehold  
Land situated in the Land  
District of Nelson

Correct for the purposes of the Land Transfer Act

Solicitor for the Transferee  
Nelson.

ANNIE ELIZABETH MARCHBANK, Vendor

SYDNEY GEORGE HIGGINS, Purchaser

Particulars entered in the Register-book, Vol. 118

Folio 124 and  
113/138  
the 29th day of September 1961  
at 11:45 o'clock.



District Land Registrar  
of the District of Nelson

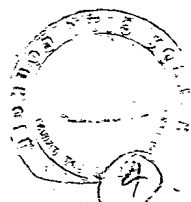
THE STATE ADVANCES CORPORATION OF NEW ZEALAND as mortgagee under Mortgage No. 39558 hereby consents to the within Memorandum of Transfer.

DATED this 26th day of September 1961.

The State Advances  
Corporation of New  
Zealand by its  
authorised Manager

392034.2 Transfer surrendering the within right  
of way over pt Lot 2 DP 6266 CT 1A/359  
appurtenant to Lot 1 DP 18441 CT 12B/50 -  
22.10.1999 at 3.50.

for RGL



16  
16  
10  
2-2-0

<b>LAND &amp; DEEDS</b>	
Nature:	T (gt. Easement)
Firm:	KCSPP
29 SEP 1961	
Time:	11:45
Fee: £	2:2:0
Abstract No.	1040

KNAPP, HARRIS & CONNERY  
SOLICITORS  
NELSON



88602 EC



L. and D. 82

New Zealand

(T)

EASEMENT CERTIFICATE

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

I, SYDNEY GEORGE HIGGINS of Nelson, Motor Engineer,

being the registered proprietor 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 Nelson on the 7th day of May 1963 under No. 6510, 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. 6510

Table with columns: Nature of Easement, Servient Tenement (Allotment No., Colour, etc.), Dominant Tenement Allotment No(s), Title Reference. Rows describe Right of Way easements between various land parcels.

1. Rights and powers:.....

[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.]

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

That the said Rights of Way shall be formed, maintained and kept in good order and condition by the owners of all lots entitled to or using the same and the cost thereof shall be borne in fair and just proportions between the said owners.

Dated this 10 day of *April*  
Signed by the above-named SYDNEY GEORGE HIGGINS  
in the presence of

19 63. *Sly Higgins*

*E. C. Pearson*  
[Occupation and address]  
*Solicitor*  
*Nelson*

No.

# CERTIFICATE of

EASEMENT (rights of Way)

situated in City of Nelson

Correct for the purposes of the Land Transfer Act.



Solicitor for the Transferee  
Registered Proprietor

### RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT, 1952

#### "1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

#### "2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

#### "3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

#### "4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

#### "5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes:
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined:
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

Particulars entered in the Register-book,

Vol. 118, folio 124

the 7<sup>th</sup> day of May 1963  
at 11.25 o'clock.



*K. Woodard*

District Land Registrar Assistant

NELSON

*155433 Transfer merging the Right of way easement created by the within certificate as appurtenant to Lot 1 DP 6510 - 18.2.1974*

*L.R.*

*The within rights of way over lot 6 D.P. 8487 as appurtenant to lot 1 D.P. 6510 and over lot 1 D.P. 6510 as appurtenant to lots 6 & 7 D.P. 8487 have merged in the fee simple - See Transfer 155433*

*Woodard  
D.L.  
18/2/1974*

392034.3 Transfer surrendering the within right of way over pt Lot 1 DP 6510 CT 4A/500 appurtenant to Lot 1 DP 18441 CT 12B/50 - 22.10.1999 at 3.50..

*14/4*  
for RGL

LAND & DEEDS	
Nature:	<i>Easement</i>
Firm:	<i>F&amp;M</i>
- 7 MAY 1963	
Time:	<i>11.25</i>
Fee:	<i>3.50</i>
Abstract No.	<i>419</i>

Fletcher & Moore,  
Solicitors,  
NELSON.



NELSON CITY COUNCIL  
CONSENT NOTICE UNDER SECTION 221  
RESOURCE MANAGEMENT ACT 1991

NELSON CITY COUNCIL being the registered proprietor of an estate in fee simple in the parcels of land set out in Schedule A.

NELSON CITY COUNCIL as territorial authority gives notice pursuant to Section 221 of the Resource Management Act 1991 that the subdivision consent in respect of Nelson City Council Plan 940270 being a subdivision of Lot 1 Deposited Plan 5481 Part Lot 1 Deposited Plan 6336, Part Section 42 Deposited Plan 776, Part Lot 2 Deposited Plan 10991 and Lot 3 Deposited Plan 3300 was granted subject to the following condition pursuant to Section 108(2) of the Resource Management Act 1991 to be complied with on a continuing basis:

"The registered proprietor for the time being of each of the residential building allotments on the plan shall keep mown and maintained the roadside berms between the said allotments and the vehicle carriageway. This does not include trees planted in the said berms. If there is any dispute as to which allotment is adjacent to a berm (or any part of a berm), then that dispute shall be resolved by the Director of Resource Management acting as a certifier and not an arbitrator."

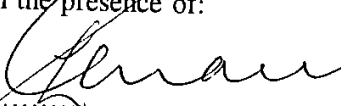
This consent notice is issued under Section 221 of the Resource Management Act 1991

SCHEDULE A

All Certificates of Title Nos 12B/1 to 12B/38 inclusive (Lots 1-38 Deposited Plan 18225)

DATED at Nelson this 23rd day of December 1996


The Common Seal of the  
NELSON CITY COUNCIL  
was hereto affixed  
in the presence of:

  
..... Mayor

  
..... Chief Executive



Authenticated pursuant to Section 252 Local Government Act 1974


  
.....  
Joseph Martin Rudhall  
Principal Administrative Officer  
Nelson City Council



COMO 366684.10 CONSENT UNDER 522  
CPY-01/01.PGS-002.22/02/02.11:30



DocID: 210483586

Correct for the purposes of the Land Transfer Act 1952

  
.....  
Susan Ritchie Solicitor for the Council



NELSON CITY COUNCIL  
*[Signature]*  
Registered Proprietors

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CONSENT NOTICE UNDER SECTION 221  
RESOURCE MANAGEMENT ACT 1991

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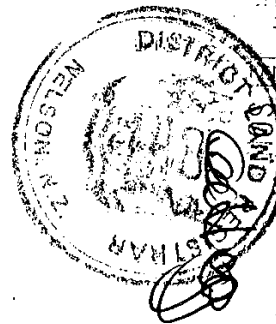


MWO\_0021444

11.16 03.APR97

3666841

PARTICULARS ENTERED IN REGISTER  
LAND REGISTER  
ASS...



---

Fell & Harley  
Solicitors  
NELSON

366684.14 cov

## MEMORANDUM OF TRANSFER

WHEREAS NELSON CITY COUNCIL at Nelson (hereinafter called the Transferor) is registered as proprietor of an estate in fee simple in those pieces of land situated in the Land District of Nelson comprised in Certificates of Title Nos 12B/1-38 (hereinafter called "the said Lots")

AND WHEREAS it is the intention of the Transferor to create the Restrictive Covenants hereinafter set forth and the said Lots shall be subject to the said Restrictive Covenants and the respective owners or occupiers for the time being of each of the said Lots shall be bound by the Restrictive Covenants and may be able to enforce the observance of such covenants.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself

AND WHEREAS Section 66A of the said Act provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with himself shall be as valid as if made with another

AND WHEREAS the Transferor is desirous of conveying the said Lots to the said NELSON CITY COUNCIL (hereinafter called "the Transferee") for the consideration hereinafter appearing and the Transferee is desirous of accepting such conveyance and to entering into the covenants on the part of the Transferee hereinafter contained

NOW THEREFORE in pursuance of the said agreements and IN CONSIDERATION of the sum of \$0.10 (TEN CENTS) paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) the Transferor HEREBY TRANSFERS to the Transferee all the estate and interest of the Transferor in the said Lots AND as incidental to and for the purposes of the said Transfer so as to bind the said Lots the Transferee DOTH HEREBY COVENANT AND AGREE with the Transferor as set out in Schedule A hereto so that the said covenants shall run with each of the Lots shown as Servient Lots in Schedule B hereto for the benefit in perpetuity of each of the Lots shown as Dominant Lots in Schedule C hereto

AND IT IS HEREBY AGREED AND DECLARED that the Transferor shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Transferor its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer.

### SCHEDULE A

The registered proprietors of the said Lots described in Schedule B hereto will not at any time hereafter erect or permit to be erected on any of the said lots:-



1. Any dwelling building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT decramastic and coloursteel products or products of similar constructions painted or coated in the manufacturing process shall not be in breach of this restriction.
2. Any dwelling, building or structure of an "A" Frame style or construction.
3. Any pre-used dwelling building or structure or any fence using pre-used materials.
4. Any dwelling, building or structure with external wall cladding of "hardiplank" or other cladding of similar composition or construction the area of which exceeds 40% of the total area of the external wall of the dwelling.
5. Any garage or other ancillary building with exterior cladding including the roof which remains unpainted for more than six months after construction or erection.

SCHEDULE B

SCHEDULE C

Servient Lots on Deposited  
Plan 18225

Title Ref

Dominant Lots on  
Deposited Plan 18225

Title Ref

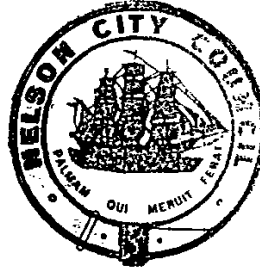
1	12B/1	2-38	12B/2-38
2	12B/2	1,3-38	12B/1,3-38
3	12B/3	1,2,4-38	12B/1,2,4-38
4	12B/4	1-3,5-38	12B/1-3,5-38
5	12B/5	1-4,6-38	12B/1-4,6-38
6	12B/6	1-5,7-38	12B/1-5,7-38
7	12B/7	1-6,8-38	12B/1-6,8-38
8	12B/8	1-7,9-38	12B/1-7,9-38
9	12B/9	1-8,10-38	12B/1-8,10-38
10	12B/10	1-9,11-38	12B/1-9,11-38
11	12B/11	1-10,12-38	12B/1-10,12-38
12	12B/12	1-11,13-38	12B/1-11,13-38
13	12B/13	1-12,14-38	12B/1-12,14-38
14	12B/14	1-13,15-38	12B/1-13,15-38
15	12B/15	1-14,16-38	12B/1-14,16-38
16	12B/16	1-15,17-38	12B/1-15,17-38
17	12B/17	1-16,18-38	12B/1-16,18-38
18	12B/18	1-17,19-38	12B/1-17,19-38
19	12B/19	1-18,20-38	12B/1-18,20-38
20	12B/20	1-19,21-38	12B/1-19,21-38
21	12B/21	1-20,22-38	12B/1-20,22-38
22	12B/22	1-21,23-38	12B/1-21,23-38
23	12B/23	1-22,24-38	12B/1-22,24-38



24	12B/24	1-23,25-38	12B/1-23,25-38
25	12B/25	1-24,26-38	12B/1-24,26-38
26	12B/26	1-25,27-38	12B/1-25,27-38
27	12B/27	1-26,28-38	12B/1-26,28-38
28	12B/28	1-27,29-38	12B/1-27,29-38
29	12B/29	1-28,30-38	12B/1-28,30-38
30	12B/30	1-29,31-38	12B/1-29,31-38
31	12B/31	1-30,32-38	12B/1-30,32-38
32	12B/32	1-31,33-38	12B/1-31,33-38
33	12B/33	1-32,34-38	12B/1-32,34-38
34	12B/34	1-33,35-38	12B/1-33,35-38
35	12B/35	1-34,36-38	12B/1-34,36-38
36	12B/36	1-35,37,38	12B/1-35,37,38
37	12B/37	1-36,38	12B/1-36,38
38	12B/38	1-37	12B/1-37

In witness whereof these presents have been executed this *25th* day of *February* 1997

Executed by )  
NELSON CITY COUNCIL )  
 by the affixing of its Common Seal )  
 in the presence of: )



..... *John C. France D. Ct.* for Mayor

..... *[Signature]* Chief Executive

LPO  
COPY

Correct for the Purposes of the Land Transfer Act 1952

*Susan Rennie*

Solicitor for the Transferee.

NELSON CITY COUNCIL Transferor

I certify that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

NELSON CITY COUNCIL Transferee

Solicitor for the Transferee.

**TRANSFER**

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....  
Assistant  
District Land Registrar  
of the District of

TO: The Principal  
Assistant Land Registrar  
Nelson

Please note the land covenants herein on the Register.

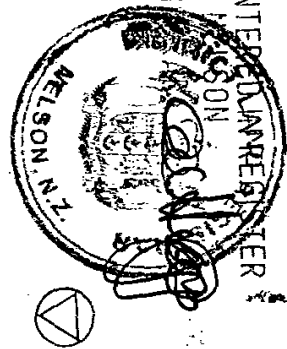
FELL & HARLEY

per: *Susan Rennie*

**FELL & HARLEY**  
SOLICITORS  
NELSON

REGISTERED IN DISTRICT

11.16.03.APR97 366684.14  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY  
ASST. LAND REGI



# View Instrument Details



**Instrument No** 10674063.4  
**Status** Registered  
**Date & Time Lodged** 31 January 2017 15:36  
**Lodged By** Clark, Belinda Kay  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**

765336                      Nelson  
765337                      Nelson

---

**Annexure Schedule:** Contains 1 Page.

---

**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 5255298.3 has consented to this transaction and I hold that consent

**Signature**

Signed by Anthony Gilbert Stallard as Grantor Representative on 31/01/2017 12:59 PM

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**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 Anthony Gilbert Stallard as Grantee Representative on 31/01/2017 02:29 PM

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

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

**Grantor**

GREGORY JOSEPH LAUTENSLAGER and  
 DEBRA ANN LAUTENSLAGER

**Grantee**

GREGORY JOSEPH LAUTENSLAGER and  
 DEBRA ANN LAUTENSLAGER

**Grant of Easement or *profit à pendre* 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 pendre* 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**

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
	DP 505963		
Drain water and sewage, convey electricity, telecommunications and computer media.	A	Lot 1 DP 505963 765336	Lot 2 DP 505963 765337

**Easements or *profit à pendre* 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 or easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

114531 EC 54

L. & D. 82

New Zealand

(T)

**EASEMENT CERTIFICATE**

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

WE, SYDNEY GEORGE HIGGINS of Nelson, Motor Engineer, DONALD SYDNEY HIGGINS of Nelson, Farmer and BERYL MARJORY SWEET of Invercargill, Married Woman

being the registered proprietor 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 *Nelson* on the *23<sup>rd</sup>* day of *February* 19*68* under No. *7244* 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.

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	6	Blue	7,8,9,10	
Right of Way	7	Yellow	6,8,9,10	
Right of Way	8	Blue	6,7,9,10	
Right of Way	9	Yellow	6,7,8,10	
Right of Way	15	Blue	16,17	
Right of Way	16	Yellow	15,17	
Right of Way	20	Blue	21	
Sewerage	3	Blue dotted line	4	
Sewerage	6	Blue dotted line	5,7,8,9, 10 and the balance of the land in Cs/T 118/124, 143/80 & 2B/771	<i>No. balance of 123/80</i>
Sewerage	7	Blue dotted line	8,9,10 and the balance of the land in Cs/T 118/124, 143/80 & 2B/771	
Sewerage	9	Blue dotted line	10 and the balance of the land in Cs/T 118/124, 143/80 & 2B/771	
Sewerage	12	Blue dotted line	11 and the balance of the land in Cs/T 118/124, 143/80 & 2B/771	
Sewerage	14	Blue dotted line	11,12 and the balance of the land in Cs/T 118/124, 143/80 & 2B/771	



1. RIGHTS AND POWERS:

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.

Nature of Easement	Servient Tenement		Dominant Tenement Allotment Nos.	Title Reference
	Allotment No.	Colour or Other Means of Identification, of Part Subject to Easement		
Sewerage	16	Blue dotted line	15,17	
Sewerage	19	Blue dotted line	18	
Sewerage	20	Blue dotted line	18,19	
Sewerage	23	Blue dotted line	22	
Stormwater	3	Blue dotted line	4	
Stormwater	6	Blue dotted line	5,7,8,9,10 and the balance of the land in Cs/T 118/124, <del>143/80</del> & 2B/771	
Stormwater	7	Blue dotted line	8,9,10 and the balance of the land in Cs/T 118/124, <del>143/80</del> & 2B/771	
Stormwater	8	Blue dotted line	9, 10 and the balance of the land in Cs/T 118/124, <del>143/80</del> & 2B/771	
Stormwater	9	Blue dotted line	10 and the balance of the land in Cs/T 118/124 <del>143/80</del> & 2B/771	
Stormwater	10	Blue dotted line	the balance of the land in Cs/T 118/124, <del>143/80</del> & 2B/771	
Stormwater	14	Blue dotted Line	the balance of the land in Cs/T 118/124, <del>143/80</del> and 2B/771	

1. RIGHTS AND POWERS:-

The following rights and powers are in addition to those set out in the Seventh Schedule to the Land Transfer Act, 1952

THAT the cost of maintaining and keeping in good order repair and condition the land over which the rights of way are respectively created shall be borne and paid by the registered proprietor or proprietors for the time being of the dominant tenements over the said rights of way set out in the Schedule hereto in the proportions in which they actually use the same PROVIDED THAT if the said land over which the said rights of way are created shall become out of repair or be damaged through the abnormal wear or use by one of the said registered proprietors or by his her or their tenants servants agents workmen or visitors then such registered proprietor shall be solely responsible for the cost of restoring the said land to its former good order and condition.

THAT in respect of the said rights to drain sewerage and stormwater and the cost of maintaining the sewer and stormwater drains in good order and condition shall

be borne in fair and just proportion by the owners or occupiers of all the premises which shall be connected thereto but so that no owner or occupier of such premises shall be liable to contribute to such costs unless that part of the said sewer or stormwater drain in respect of which such costs shall have been incurred shall be used for draining sewerage or stormwater from his her or their premises PROVIDED THAT if the said sewer or stormwater drains or any of them shall at any time become blocked or suffer disrepair through the default or negligence of any of the parties for the time being entitled to use and using the same or any of his her or their tenants, servants workmen visitors infants or licensees then and in such case the party or parties by whose default or negligence or by the default or negligence of whose tenants servants workmen visitors infants or licensees such blockage or state of disrepair was occasioned shall be solely liable to clear and repair the same.

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DATED this 11th day of March 1968.

SIGNED by the said SYDNEY GEORGE )  
HIGGINS in the presence of: )

*D. J. Higgins*

*E. P. Pasman*  
*Solicitor*  
*Nelson*

SIGNED by the said DONALD SYDNEY )  
HIGGINS in the presence of: )

*D. J. Higgins*

*E. P. Pasman*  
*Solicitor*  
*Nelson*

DELIVERED

BY

1968

Signed by the above-named BERYL MARJORY SWEET )  
in the presence of: )

*B. M. Sweet*

Witness: *[Signature]*  
Occupation: *Postmaster*  
Address: *Beckenham*

114531

2

No.

# EASEMENT CERTIFICATE

situated in

Correct for the purposes of the Land Transfer Act.

*E. P. ...*  
Solicitor for the Registered Proprietor.

## RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

### "1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

### "2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

### "3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

### "4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

### "5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;

- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

Particulars entered in the Register-book,

*Vol.* / , folio *see schedule*

the *11<sup>th</sup>* day of *March* 19*68*  
at *10.40* o'clock.



District Land Registrar.

of the District of *Nelson*

### Schedule

2C/692	2C/697
2C/693	2C/698
2C/687	2C/699
2C/688	2C/700
2C/689	2C/701
2C/675	2C/702
2C/558	2C/703
2C/694	2C/704
2C/695	2C/705
2C/696	118/124
	20/771

*The rights of way set out in the within Easement Certificate are subject to Section 351 E (a) Municipal Corporations Act 1954.*

*For creation of easement see sheet within.*

**LAND & DEEDS**

Nature: *Easement Cert*

Firm: *H.C.P.*

**11 MAR 1968**

Time: *10.40*

Fee: *2.00*

Abstract No. *231*

146835 Merger of the Stormwater and sewerage easement created herein over Lot 6 D.P. 7244 (C.T. 2C/687) only, as appurtenant to Lot 5 D.P. 7244 (2C/620) - 21.1.1974 at 9.21 o'clock.

