



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R. W. Muir
Registrar-General
of Land

Identifier **1169484**
Land Registration District **Otago**
Date Issued 22 April 2024

Prior References
OT178/151

Estate Fee Simple
Area 86 square metres more or less
Legal Description Lot 3 Deposited Plan 600825
Registered Owners
24KGLD Limited

Estate Fee Simple - 1/6 share
Area 195 square metres more or less
Legal Description Lot 10 Deposited Plan 600825
Registered Owners
24KGLD Limited

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 600825)

Subject to a right of way over part Lot 10 DP 600825 marked A, B, C, G, H and N on DP 600825 and right to convey electricity, telecommunications and water and right to drain water and sewage over part Lot 10 DP 600825 marked A, B, G and H on DP 600825 and over part Lot 3 DP 600825 marked S on DP 600825 and right to drain water over part Lot 10 DP 600825 marked C and N on DP 600825 and over part Lot 3 DP 600825 marked R on DP 600825 and party wall easement over part Lot 3 DP 600825 marked T on DP 600825 and created by Easement Instrument 12953957.2 - 22.4.2024 at 4:29 pm

Appurtenant to Lot 3 DP 600825 is a right of way, right to convey electricity, telecommunications and water and right to drain water and sewage, party wall easement and letterbox easement created by Easement Instrument 12953957.2 - 22.4.2024 at 4:29 pm

The easements created by Easement Instrument 12953957.2 are subject to Section 243 (a) Resource Management Act 1991

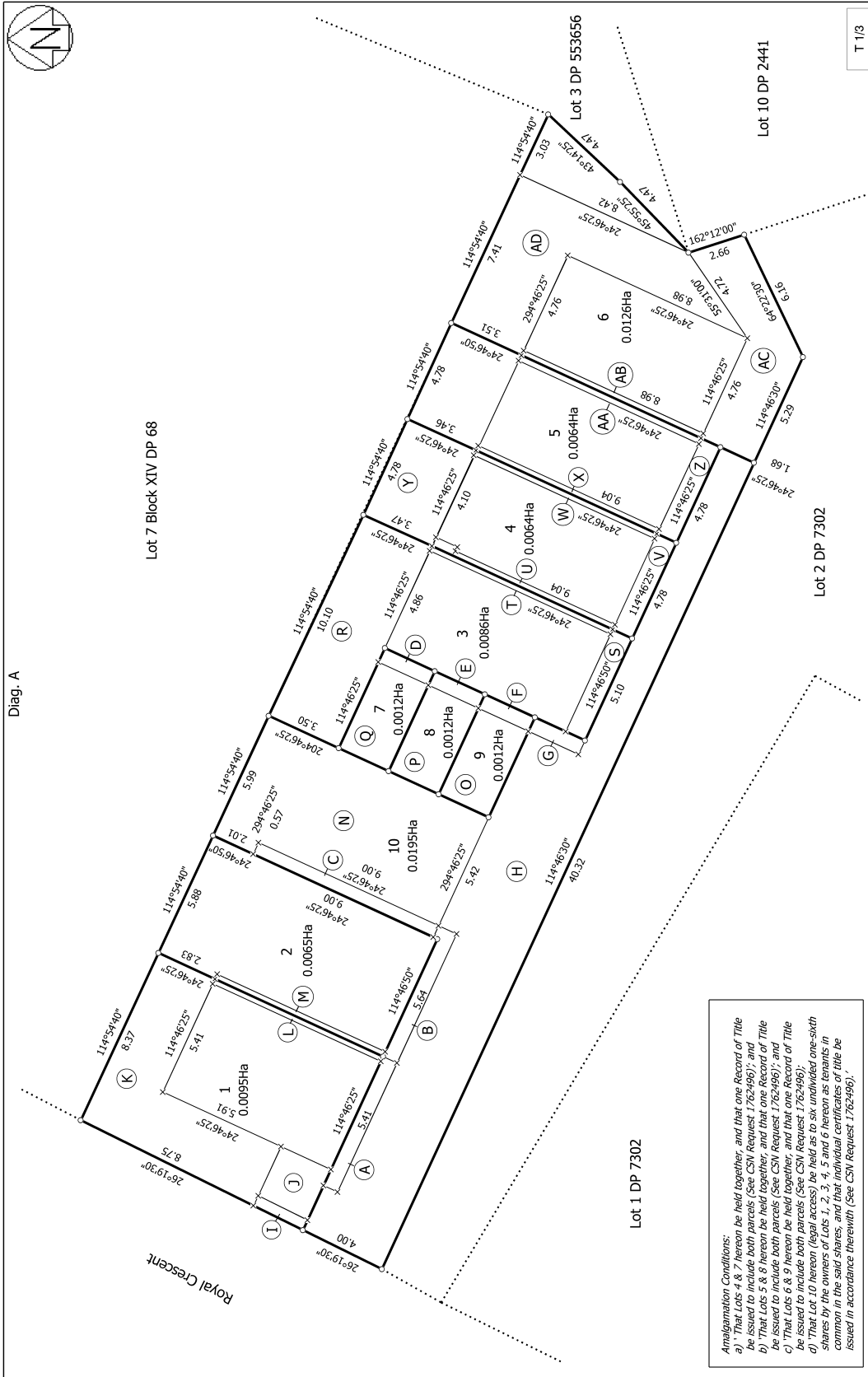
Subject to a right (in gross) to drain water and sewage over part Lot 10 DP 600825 marked A, B, G and H on DP 600825 and over part Lot 3 DP 600825 marked S on DP 600825 in favour of Dunedin City Council created by Easement Instrument 12953957.3 - 22.4.2024 at 4:29 pm

The easements created by Easement Instrument 12953957.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part Lot 10 DP 600825 marked A, B and H on DP 600825 and over part Lot 3 DP 600825 marked S on DP 600825 in favour of Aurora Energy Limited created by Easement Instrument 12953957.4 - 22.4.2024 at 4:29 pm

Subject to a right (in gross) to convey telecommunications over part Lot 10 DP 600825 marked A, B and H on DP 600825 and over part Lot 3 DP 600825 marked S on DP 600825 in favour of Chorus New Zealand Limited created by Easement Instrument 12953957.5 - 22.4.2024 at 4:29 pm

Land Covenant in Covenant Instrument 12953957.6 - 22.4.2024 at 4:29 pm (affects Lot 3 DP 600825 and part Lot 10 DP 600825 marked A, B, C and G on DP 600825)



Assignment Conditions:

a) That Lots 8 hereon be held together, and that one Record of Title be issued in the future; (See CSN Request 1762496); and

b) That Lots 5 & 8 hereon be held together, and that one Record of Title be issued to include both parcels; (See CSN Request 1762496); and

c) That Lots 6 & 9 hereon be held together, and that one Record of Title be issued to include both parcels; (See CSN Request 1762496); and

d) That Lot 10 hereon (legal access) be held as to six undivided one-sixth shares by the owners of Lots 1, 2, 3, 4, 5 and 6 hereon as tenants in common in the said shares, and that individual certificates of title be issued in accordance therewith (See CSN Request 1762496).

Land District: Otago	Title Plan LT 600825 Approved on: 22/03/2024
Digitally Generated Plan Generated on: 22/03/2024 4:00pm Page 10 of 12	Surveyor: Leon Robert Hallett Firm: Paterson Pitts Limited Partnership (D)
Lots 1 - 10 Being a Subdivision of Lot 1 DP 2666	

T 1/3

View Instrument Details



Instrument No 12953957.6
Status Registered
Date & Time Lodged 22 April 2024 16:29
Lodged By Judd, Stephanie Ann
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1169482	Otago
1169483	Otago
1169484	Otago
1169485	Otago
1169486	Otago
1169487	Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

- I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Stephanie Ann Judd as Covenantor Representative on 19/03/2024 12:26 PM

Covenantee Certifications

- I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Stephanie Ann Judd as Covenantee Representative on 19/03/2024 12:26 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor**BLUE SKY PROPERTY ROYALE LIMITED****Covenantee****BLUE SKY PROPERTY ROYALE LIMITED****Grant of Covenant**

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant (no build area)	A on DP 600825	Lot 10 Deposited Plan 600825 (Records of Title 1169482, 1169483, 1169484, 1169485, 1169486, and 1169487)	Lot 1 Deposited Plan 600825 (Record of Title 1169482)
Land covenant (no build area)	B and C on DP 600825	Lot 10 Deposited Plan 600825 (Records of Title 1169482, 1169483, 1169484, 1169485, 1169486, and 1169487)	Lot 2 Deposited Plan 600825 (Record of Title 1169483)
Land covenant (no build area)	D on DP 600825	Lot 7 Deposited Plan 600825 (Record of Title 1169485)	Lot 3 Deposited Plan 600825 (Record of Title 1169484)
Land covenant (no build area)	E on DP 600825	Lot 8 Deposited Plan 600825 (Record of Title 1169486)	Lot 3 Deposited Plan 600825 (Record of Title 1169484)
Land covenant (no build area)	F on DP 600825	Lot 9 Deposited Plan 600825 (Record of Title 1169487)	Lot 3 Deposited Plan 600825 (Record of Title 1169484)

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant (no build area)	G on DP 600825	Lot 10 Deposited Plan 600825 (Records of Title 1169482, 1169483, 1169484, 1169485, 1169486, and 1169487)	Lot 3 Deposited Plan 600825 (Record of Title 1169484)

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

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

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

Annexure Schedule 1

ANNEXURE SCHEDULE 1

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Covenantor is registered as proprietor of the Burdened Land.
- B. The Covenantee is registered as proprietor of the Benefited Land.
- C. The Covenantor and the Covenantee have agreed that the Burdened Land shall be subject to the Covenants.

Operative Part

1. Interpretation

1.1. For the purposes of this Instrument:

- (a) "Benefited Land" means the Benefited Land set out in Schedule A of this Instrument.
- (b) "Burdened Land" means the Burdened Land set out in Schedule A of this Instrument.
- (c) "Covenants" means the covenants set out in clause 2 and 3 of this Instrument.
- (d) "Covenantee" means the registered proprietor from time to time of the Benefited Land.
- (e) "Covenantor" means the registered proprietor from time to time of the Burdened Land together with any tenants, occupiers or any invitees on the Burdened Land.
- (f) "Instrument" means this covenant instrument including the front page of this Instrument, Schedule A and all annexure schedules.

2. No Build Covenant

2.1. The Covenantor covenants in favour of the Covenantee that it will not construct, erect or place or permit to be constructed, erected or placed any buildings on that part of the Burdened Land shown as areas "A", "B", "C", "D", "E", "F" and "G" on DP 600825.

3. General Covenants

3.1. The Covenantor covenants and agrees:

- (a) to observe and perform the Covenants contained in this Instrument at all times; and
- (b) that the Covenants contained in this Instrument shall run with and bind the Burdened Land for the benefit of the Benefited Land.