

Attachment B:

Copy of Title and Easement Instruments



**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 **366119**
Land Registration District **Southland**
Date Issued 08 October 2007

Prior References
SL107/231 SLB1/106

Estate Fee Simple
Area 7683 square metres more or less
Legal Description Lot 3 Deposited Plan 391234 and Lot 9-10
Deposited Plan 1219

Registered Owners
Housing New Zealand Limited

Interests

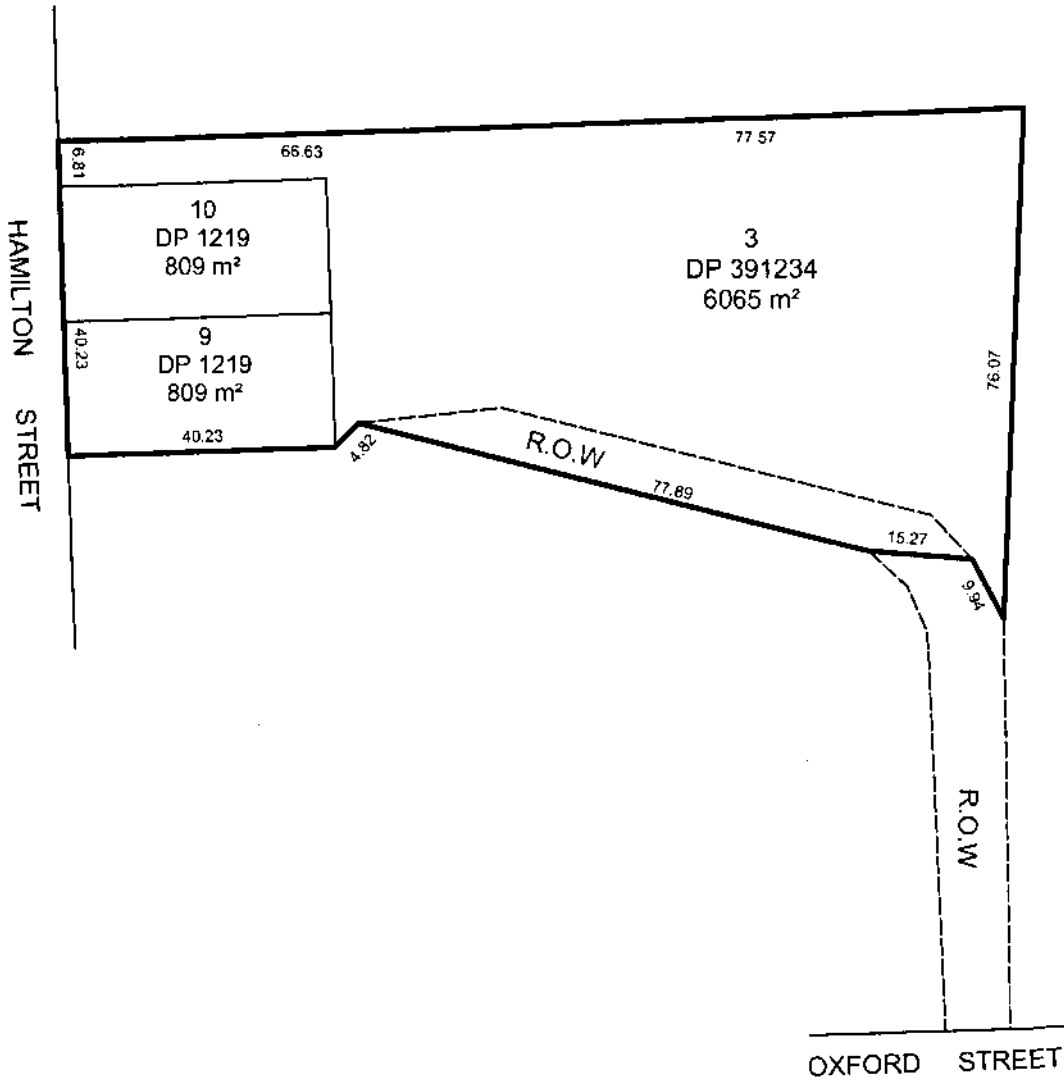
Subject to Section 241(2) Resource Management Act 1991 (affects DP 391234)
Subject to a right of way over part marked R DP 391234 created by Easement Instrument 7567565.2 - 8.10.2007 at 9:00 am
Appurtenant to lot 3 DP 391234 is a right of way, right to convey water, right to drain stormwater and sewage, convey electricity, and telephone communications created by Easement Instrument 7567565.2 - 8.10.2007 at 9:00 am
The easements created by Easement Instrument 7567565.2 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 7598357.1 - 1.11.2007 at 9:00 am
11619682.2 Surrender of the right of way created by Easement Instrument 7567565.2, appurtenant to Lot 2 DP 539188 - 6.12.2019 at 4:37 pm
Appurtenant hereto is a right to convey electricity created by Easement Instrument 11619682.4 - 6.12.2019 at 4:37 pm
11866604.2 Surrender of the right of way over part marked R on DP 391234 created by Easement Instrument 7567565.2 as appurtenant to Lot 1 DP 550052 - 15.10.2020 at 3:32 pm

Title Diagram ct36611!

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DocID: 212074892



Total area: 7683 m²

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

2003/6180EF
 Approved
 Registrar-General of Land

Land registration district

SOUTHLAND

EI 7598357.1 Easemen
 Cpy - 01/03, Pgs - 004, 31/10/07, 11:38

 DocID 212082224

Grantor

Mataura Licensing Trust

Surname(s) must be underlined or in CAPITALS.

Grantee

Mataura Licensing Trust


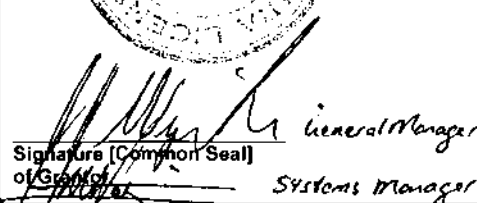

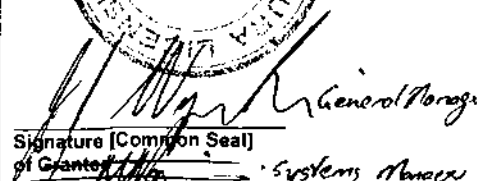
Surname(s) must be underlined or in CAPITALS.

Grant of easement or profit à prendre or creation or covenant

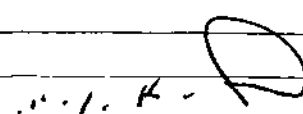
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, ~~grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).~~ 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 19th day of October 2007

Attestation

  Signature [Common Seal] of Grantor General Manager Systems Manager	<p>Signed in my presence by the Grantor</p> <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 Grantor General Manager Systems Manager	<p>Signed in my presence by the Grantee</p> <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>

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.

Annexure Schedule 1

2003/6180EF
Approved
Registrar-General of Land

Easement instrument

Dated 29/10/2007 Page 2 of 3 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)
Land Covenant over land set out in Annexure Schedule 2			

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 provided in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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.

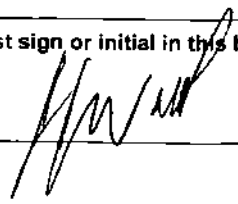
Continue in additional Annexure Schedule if required.

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[The provisions set out in Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule 2

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 29/10/2007 Page 3 of 3 pages

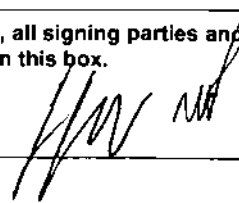
* Insert type of instrument.

Continue in additional Annexure Schedule if required.

ANNEXURE SCHEDULE 2

1. The Grantor covenants and agrees to observe and perform the Covenants set out below in paragraph 4.
2. In this Instrument the following words have the following meanings:
"Grantee" means and is limited to the Mataura Licensing Trust;
"Grantor" means and includes all persons executing this Easement Instrument as Grantor and jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.
3. The Grantor is the registered proprietor of an estate in fee simple in the land comprised in Certificate of Title 366119 (Southland Registry) (hereinafter called "the land")
4. The Covenants:
 - 4.1 The Grantor shall not on its own account, or allow any other person firm or company to, operate any on-licence and/or off-licence under the Sale of Liquor Act 1989 or any other licence which authorises the sale or disposition of liquor in any buildings erected on the land for a period of 20 years from 29 October 2007 without the prior written agreement of the Grantee.
 - 4.2 Notwithstanding the covenant contained in clause 4.1 the Grantee shall be authorised by the Grantor and its successors in title to sell and dispose of liquor from any premises on the land that are occupied by the Grantee from time to time to the extent permitted by any liquor licence held by or applied for by the Grantee.
 - 4.3 The Grantor shall not, and shall not procure any other person to object or make a submission to any Licensing Authority or support in any way any objection or submission to a Licensing Authority in relation to any liquor licence held or applied for (including a renewal of any liquor licence) by the Grantee relating to any premises on the land that are occupied by the Grantee from time to time.

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.



Landonline User ID:

LODGING FIRM: Smith Wood & Woods

Address: PO Box 18
Gore

Gore

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 21234

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

HEREWITH

Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

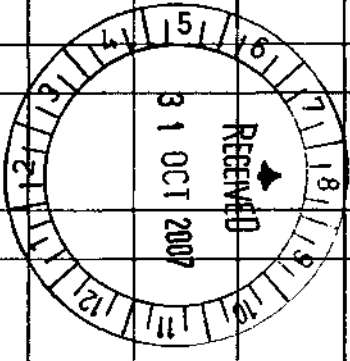
Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

E1 7598357.1 Easemen
Cpy - 02/03, Pgs - 004, 31/10/07, 11:38

Copies
(inc. original)
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Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	366119	EI	Mataura Licensing Trust	60.00							\$60.00
2	366119	T	Mataura Licensing Trust to Gore Country Music Club Incorp	60.00							\$60.00
3											
4											
5											
6											



PAID

Less Fees paid on Dealing #

Cash/Cheque enclosed for **\$120.00**

Total for this dealing **\$120.00**

Subtotal for this page **\$120.00**

ORCH A 089159 CHEQUE 120.00

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF



View Instrument Details

Instrument No 11866604.2
Status Registered
Date & Time Lodged 15 October 2020 15:32
Lodged By Whiteland, Stephen Alan
Instrument Type Partial Surrender of Easement



Affected Records of Title	Land District
901136	Southland
366119	Southland

Affected Instrument Easement Instrument 7567565.2

Annexure Schedule Contains 1 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

Signature

Signed by Stephen Alan Whiteland as Grantor Representative on 15/10/2020 11:35 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
- I certify that the territorial authority has consented to this transaction and I hold that consent

Signature

Signed by Stephen Alan Whiteland as Grantee Representative on 15/10/2020 11:36 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6269

EASEMENT INSTRUMENT TO PARTIALLY SURRENDER EASEMENT OR PROFIT À PRENDRE

Section 109 Land Transfer Act 2017

**Grantor**

Gore Country Music Club Incorporated

Grantee

Bina Devindar Basi and McCulloch Trustees 2004 Limited

Partial Surrender of Easement or profit à prendre

The Grantee, being the registered owner of the benefited land(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s) or profit(s) à prendre set out in Schedule A and the Grantor accepts the partial surrender of those easement(s) or profit(s) à prendre.

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement or Profit	Creating instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) or in gross ²
Right of Way	7567565.2	Lot 3 DP 391234 (RT 366119)	Lot 1 (RT 947240)

¹ If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

² If only part of the benefited land is to be surrendered, include the full legal description of that part.

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

2003/6180EF
Approved
Registrar-General of Land

Land registration district

Southland

EI 7567565.2 Easement

Copy - 01/01, Pgs - 003, 05/10/07, 12:09



DocID: 212068777

Grantor

Surname(s) must be underlined or in CAPITALS.

MATAURA LICENSING TRUST

Grantee

Surname(s) must be underlined or in CAPITALS.


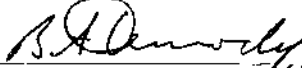
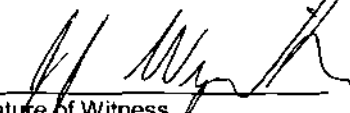

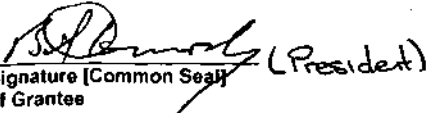
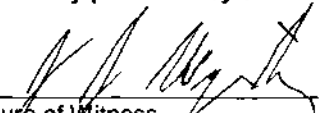
MATAURA LICENSING TRUST

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).

DATED this 27th day of SEPTEMBER 2007

Attestation

  Signature [Common Seal] of Grantor (President)	<p>Signed in my presence by the Grantor</p>  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: JOHN J WYETH Occupation: GENERAL MANAGER Address: BOX 43 GORE
  Signature [Common Seal] of Grantee (President)	<p>Signed in my presence by the Grantee</p>  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: JOHN J WYETH Occupation: GENERAL MANAGER Address: BOX 43 GORE

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.

Annexure Schedule 1

2003/6180EF
Approved
Registrar-General of Land

Easement instrument

Dated 27/9/2007 Page 2 of 3 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	R	Lot 3 DP 391234	Lot 1 DP 391234
Right of Way	S	Lot 1 DP 391234	Lot 3 DP 391234
Right of Way	S	Lot 1 DP 391234	Lots 2 and 3 DP 391234
continued in annexure schedule 2			

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 provided in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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].~~

~~[The provisions set out in Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 27/9/2007 Page 3 of 3 pages

*Insert type of instrument.

Continue in additional Annexure Schedule if required.

Continuation of Schedule A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement	Dominant tenement
Right to Convey Water	(S)	Lot 1 DP 391234	Lots 2 and 3 DP 391234
Right to Drain Stormwater and Sewage	(S)	Lot 1 DP 391234	Lots 2 and 3 DP 391234
Right to Convey Electricity & Telephone Communications	(S)	Lot 1 DP 391234	Lots 2 and 3 DP 391234

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.

