



**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 **25895**
Land Registration District **Canterbury**
Date Issued 28 August 2002

Prior References
37613

Estate Fee Simple
Area 2023 square metres more or less
Legal Description Lot 2 Deposited Plan 306634
Registered Owners
Christiaan Wijbrand Sies

Interests

5327984.2 Certificate pursuant to Section 321(3) (c) Local Government Act 1974 (DP 306634) - 28.8.2002 at 1:53 pm
Appurtenant hereto is a Right of way, Right to convey water, electric power and telephonic communications created by
Transfer 5327984.3 - 28.8.2002 at 1:53 pm
The easements created by Transfer 5327984.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Deed 5327984.5 - 28.8.2002 at 1:53 pm
Appurtenant hereto is a right to convey sewage created by Easement Instrument 10592983.3 - 22.3.2017 at 8:17 am

Approvals

[Signature]
Registered Proprietor

MEMORANDUM OF EASEMENTS	
Nature	Dominant Tenement
Right of Way	Lot 2
Water	Lot 2
Water Electric Power	Lot 2
Telephones	Lot 2
Communications	Lot 2
Right to Drain	Lot 2

I hereby certify that this plan was approved by the Christchurch City Council pursuant to Section 223 of the Resource Management Act 1991 on the 28th day of December 2001 and that the easements set out in the Memorandum hereon.

[Signature]
Edward John Bagnall
Authorized Officer

[Signature]
Director of Operations for the Christchurch City Council
Document NPAS689/1

CLASS OF SURVEY: 1

CERTIFICATE OF TITLE ALLOCATED

Lot 1 75894
Lot 2 5815

NOTE:
- Lot 2 has no frontage to a public road.

Total Area 3033m²

Comprised in CT 581/15 & CT43A/1043 (Esmt. only)

I, Craig Harold Thompson, being a person entitled to practice as a registered surveyor, certify that -
(a) This survey was made in accordance with the provisions of the Survey Act 1986 and the Survey Regulations 1988;
(b) This document is accurate, and has been created in accordance with that Act and those Regulations.
Dated on this 28th day of December 2001 at Christchurch.

Field Book
Reference Plans DP's 74851, 60515, 58348, 57594, 56593, 54324, 33459, 20805, 14903, 13891, 50's 1, 18123, 1476, 79, 2340/67

Examined
Approved as to Survey

28/02/02
Deposited this 28th day of August 2002

[Signature]
for Registrar-General of Land

File
Received / 8.02.02
Instructions DP306634

Approved On 8/7/2 19082/000

Legal Road
MACKWORTH STREET

Legal Road
BASS STREET

DP 74851 CT 43A/1043

PT SEC 11 TAMAI HAMLET CT 581/15

DP 14903

DP 33459

DP 60515

DP 20805

1010m²

2023m²

LAND DISTRICT ...CANTERBURY

Survey Blk. & Dist. XII ...CHRISTCHURCH

NZMS 261 Sheet

LOTS 1 & 2 BEING SUBDIVISION OF PT SEC 11 TAMAI HAMLET & EASEMENT OVER LOT 1 DP 74851

TERRITORIAL AUTHORITY CHRISTCHURCH CITY

Surveyed by **Connell Wagner**

Scale 1: 500

Date AUGUST 2001

13949/101A S

View Instrument Details



Instrument No 10592983.3
Status Registered
Date & Time Lodged 22 March 2017 08:17
Lodged By O Regan, Michael Bede
Instrument Type Grant of Easement Without Transfer



Affected Computer Registers Land District

25894	Canterbury
25895	Canterbury

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 ☒

Signature

Signed by Michael Bede O Regan as Grantor Representative on 22/03/2017 08:16 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 Michael Bede O Regan as Grantee Representative on 22/03/2017 08:16 AM

*** End of Report ***

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Christiaan Wijbrand Sies as to a ½ share
Christiaan Wijbrand Sies and Matthew Joynes as to a ½ share as Executors

Grantee

Christiaan Wijbrand Sies and Bridgette Mary Sies

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)

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

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
Right to convey sewage	Shown A on DP 502731	Lot 1 DP 306634 (CT 25894)	Lot 2 DP 306634 (CT 25895)

Form B - continued

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 2002 and/or Schedule Five of the Property Law Act 2007

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

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

[the provisions set out in Annexure Schedule]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]

[~~Annexure Schedule~~]

Annexure Schedule

Page of Pages

Insert instrument type

Continue in additional Annexure Schedule, if required

Terms, conditions, covenants or restrictions in respect of the above easement.

1. The cost of maintaining, repairing or replacing any easement facility or part thereof shall be borne by the registered proprietors for the time being of the lots affected in the same proportion to which they have the actual use and enjoyment thereof, but no registered proprietor shall be liable to contribute to the cost of any such maintenance or repair either:

a. which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced; or

b. which arises through the omission, neglect or default of any one or more of the other registered proprietors or their tenants, invitees, servants or workmen.

In the latter case the cost of making good such damage or carrying out repairs shall be borne entirely by the registered proprietor or proprietors who caused such damage or necessitated such repairs through their omission, neglect or default.

2. No building or other improvements shall be erected or constructed and no trees or shrubs are to be planted in any position that is likely to interfere with the exercise of the rights and powers contained or implied in any easement created herein.

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