

GRIFFIOEN.

RECORD OF TITLE

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**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 **CB9B/543**
Land Registration District **Canterbury**
Date Issued 12 November 1969

Prior References
CB452/112 CB452/114

Estate Fee Simple
Area 911 square metres more or less
Legal Description Lot 14 Deposited Plan 27266
Registered Owners
Stephanie Jan Smithson

Interests

782957 Transfer creating the following easements in gross - 4.12.1969 at 2.45 pm

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Stormwater drainage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Christchurch Drainage Board	

782958 Transfer creating the following easements in gross - 4.12.1969 at 2.45 pm

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Sewage drainage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Christchurch Drainage Board	

The easements created by Transfer 782957 are subject to Section 37 (1) (a) of the Counties Amendment Act 1961

The easements created by Transfer 782958 are subject to Section 37 (1) (a) of the Counties Amendment Act 1961

783034 Easement Certificate specifying the following easements - 5.12.1969 at 12.10 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Lot 11 Deposited Plan 27266 - CT CB9B/540	
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Lot 12 Deposited Plan 27266 - CT CB9B/541	

Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Lot 13 Deposited Plan 27266 - CT CB9B/542
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Lot 15 Deposited Plan 27266 - CT CB9B/544
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 14 Deposited Plan 27266 - herein	Yellow DP 27266	Lot 16 Deposited Plan 27266 - CT CB9B/545
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 12 Deposited Plan 27266	Yellow DP 27266	Lot 14 Deposited Plan 27266 - herein
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 13 Deposited Plan 27266	Blue DP 27266	Lot 14 Deposited Plan 27266 - herein
Right of way, right to convey water, electric power and telephonic communications and to drain water and sewerage	Lot 15 Deposited Plan 27266	Blue DP 27266	Lot 14 Deposited Plan 27266 - herein

The Rights of Way, Stormwater and Sewer Drainage Easements specified in Easement Certificate 783034 when created will be subject to Section 37 (1) (a) of the Counties Amendment Act 1961, and will satisfy the conditions on Plan 27266

Fencing Provision in Transfer 794180 - 23.4.1970 at 12.15 pm

10887311.3 Mortgage to ASB Bank Limited - 22.9.2017 at 1:46 pm

Guaranteed Search Copy Dated 14/08/25 4:30 pm, Page 3 of 3
Register Only

782957 TE

Approved by the D.L.R., Christchurch, No. 673110

MEMORANDUM OF TRANSFER

(GRANT OF EASEMENT)

WHEREAS BLOGG BROS. LIMITED a duly incorporated company having its registered office at Christchurch

is registered as the proprietor of an estate in fee simple

subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon

in all those pieces of land situated in Block XV of the Christchurch Survey District containing together Two Acres One Rood Thirtyeight and seven tenths perches (2ac:1rd:38.7pchs) be the same a little more or less being Lots 12, 13, 14, 15, 20, 21 and 22 on Deposit Plan 27266 part Rural Sections 82, 82X, ~~241, 2435, 34653 and 34655~~ and being the whole of the land comprised and described in Certificates of Title Register 9B Folio 5241 Register 9B Folio 5242 Register 9B Folio 5243 Register 9B Folio 5244 Register 9B Folio 5249 Register 9B Folio 530 and Register 9B Folio 537 Canterbury Land Registry

Subject to the Easements contained in Transfers 157936 and 181925 affecting part.

AND WHEREAS the above registered proprietor (X) (hereinafter referred to as and included in the term "the transferor") has (~~been~~) agreed to grant unto the CHRISTCHURCH DRAINAGE BOARD a body corporate constituted by an Act of the General Assembly of New Zealand intituled the Christchurch District Drainage Act 1951 and having its office at Christchurch (hereinafter with its successors and assigns referred to as and included in the term "the Board") the rights, liberties and easements hereinafter contained.

NOW THEREFORE in consideration of the premises and of the covenants on the part of the Board hereafter contained the transferor DOTH HEREBY TRANSFER AND GRANT unto the Board the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to convey and carry off ~~sewage and waste material~~ and fluid and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water) in any quantities and any other liquid or matter usually conveyed and carried in sewers or drains through over along or under those parts of the above described lands as are shown on Deposit Plan 27266 and thereon

- (i) as to Lots 12 and 14 coloured yellow and as to Lots 13 and 15 coloured blue, and marked "Proposed mutual ROW";
- (ii) as to Lot 15 coloured yellow and marked "Proposed S/W Easement 10 lks wide;" and "A";
- (iii) as to Lots 20 and 22 coloured yellow and as to Lot 21 coloured blue marked "Proposed mutual ROW" and "C", "A" and "B" respectively;
- (iv) as to Lot 22 coloured yellow and marked "Prop. S/W Easement" and also coloured yellow cross hatched blue.

(such parts of the above described lands being hereinafter referred to as "the easement line") and for such purposes and for other purposes of these presents full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to lay make construct erect maintain alter and repair covered ~~or open~~ drains or sewers of such sizes and specifications as the Board may from time to time think fit and with or without manholes valves and surface boxes as the Board shall from time to time think fit through over along or under the easement line and with surveyors workmen contractors and other persons horses carts wagons motor vehicles machinery material implements tools and things to enter upon the easement line and the land contiguous thereto belonging to the transferor and for those purposes to have access to and from the street across the remainder of the above described lands and to bring on to the easement line and remove therefrom such material machinery or other things as the Board shall from time to time think fit and to sink and to make trenches and shafts on the easement line and to remove and carry away as hereinafter mentioned any of the clay and gravel shingle stones and earth which in the opinion of the Board it shall be necessary to take out of the easement line and to inspect maintain cleanse repair extend remove and enlarge or replace any such drains or sewers and generally to do and perform such acts and things in or upon the above described lands as may be necessary or proper for or in relation to any of the purposes aforesaid.

AND for the considerations aforesaid the transferor DOTH HEREBY COVENANT with the Board as follows:-

1. THAT the transferor will not build upon or plant or allow trees or any roots thereof to grow upon the easement line.
2. THAT the transferor will not do or permit or suffer to be done any thing which may in any way injure or damage any drain or sewer now in the easement line or any drain or sewer which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage of ~~sewage and waste material and~~ fluid and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water) or other liquid or matter hereinbefore referred to through the same respectively.
3. THAT if the transferor does or knowingly suffers to be done anything which shall injure or damage any drain or sewer now in the easement line or any drain or sewer which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage of ~~sewage and waste material and~~ fluid and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water) or other liquid or matter hereinbefore referred to through the same the transferor shall and will forthwith at the cost and expense of the transferor properly and substantially repair and make good all such injury or damage and restore the free flow and passage of ~~sewage and waste material and~~ fluid and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water) or other liquid or matter hereinbefore referred to and do all things necessary and expedient for the purposes aforesaid or any of them.
4. THAT the transferor will not do or permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board or whereby any thing laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected.
5. THAT the transferor and all and every person or persons lawfully and equitably claiming through or under him, them or any of them will at all times at the request and cost of the person or persons body or bodies requiring the same execute and do every assurance and thing for further or more perfectly assuring granting and confirming all or any of the rights liberties and easements hereinbefore expressed to be hereby transferred and granted unto and to the use of the Board as by it shall be reasonably required.

AND the Board DOTH HEREBY COVENANT with the transferor as follows:-

subject as hereinafter appears

1. THAT/it will at all times hereafter repair and cleanse any drain or sewer now in the easement line and every drain or sewer which may hereafter be laid made constructed or erected as aforesaid in such manner that the same shall not be a nuisance or annoyance to the transferor or to the registered proprietor or proprietors occupier or occupiers of the above described lands. ~~provided that the obligation of the Board under this clause shall not extend in respect of drains or sewers *~~
2. THAT it will remove and carry away all clay gravel shingle stones and earth which shall be excavated or taken out and not used or otherwise disposed of in laying making constructing erecting inspecting maintaining cleansing repairing extending altering removing enlarging or replacing any drain or sewer as aforesaid or in the making or sinking of any trenches or shafts and shall without delay restore the surface of the easement line as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Board.
3. THAT it will repair and make good any damage which may be done to any fence or fences or to any part of the above described lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained. Provided however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line.

AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:-

1. NOTHING herein contained or implied shall be deemed to compel the Board to conduct sewage and waste material and fluid and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water) or other liquid or matter hereinbefore referred to through any such drain or sewer as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.
2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the transferor to be observed or performed shall be enforced by the Board only against the registered proprietor or proprietors for the time being of those parts of the easement line in respect of which such breach or non-observance shall occur or against the registered proprietor or registered proprietors thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the easement line or any part thereof shall cease (except as to the acts and defaults occurring in respect of the easement line or that part thereof of which he is registered as proprietor and while he is so registered) upon his ceasing to be registered as proprietor of the easement line or that part thereof in respect of which such breach or non-observance shall occur.
3. All covenants on the part of the transferor herein expressed or implied shall be deemed to be covenants by each of the registered proprietors included in the term "transferor" severally and shall bind each of such registered proprietors and his or its executors administrators successors and assigns and throughout this transfer any word importing the singular shall include also the plural and any word importing the masculine shall include also the feminine and vice versa in both cases.
4. The rights and powers implied by S.90D of the Land Transfer Act 1952 are hereby negatived.

IN WITNESS whereof these presents have been executed by the parties hereto the 25th day of
November one thousand nine hundred and sixty nine.

Signed by the said
in the presence of:-

Witness

Name

Occupation

Address

THE COMMON SEAL of BLOGG BROS.
LIMITED was hereto affixed in
the presence of:



J. H. Blogg

Governing Director

THE COMMON SEAL of the CHRISTCHURCH DRAIN-
AGE BOARD was hereto affixed pursuant to resolution of
the Board in the presence of:-

Leo R. Price Chairman
J. R. Dushup Secretary



~~CONSENTS TO THE GRANT OF THE FOREGOING EASEMENTS~~

- JRP* * (i) in those parts of Lots 12 and 14 coloured yellow and Lots 13 and 15
coloured blue, marked "Proposed mutual ROW", to any drain or sewer
other than the 4 inch main sanitary sewer and the 9 inch stormwater
sewer therein;
- (ii) in those parts of Lots 20 and 22 coloured yellow and that part of
Lot 21 coloured blue, marked "Proposed Mutual ROW" and "C", "A" and
"B" respectively to any drain or sewer other than the 9 inch stormwater
sewer and the 6 inch main sanitary sewer therein.

782957

96

Correct for the purposes of the Land Transfer Act.

TRANSFER

(Grant of Easement)

E. C. Champion

Situated in Block XV of the
Christchurch Survey District

Solicitor for the Transferee.

BLOGG BROS. LIMITED Transferor

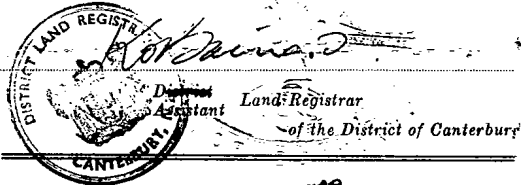
THE CHRISTCHURCH DRAINAGE BOARD Transferee

Particulars entered in the Register-Book

95/541
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the 4 - DEC 1969

at 2 - 45 o'clock



The easements created by the within Transfer are subject
to the provisions of section 37 (1) (a) of the Counties
Amendment Act 1961.

Korbase

P.P. 27266

LAND & DEEDS	
Nature:	Transfer
Firm:	E. C. Champion & Somers
Date:	14.12.69
Time:	2.45 p
Fee: \$	2.00
Abstract No.	8043

①
y

E. C. CHAMPION & SOMERS
Solicitors,
CHRISTCHURCH



MEMORANDUM OF TRANSFER

(GRANT OF EASEMENT)

WHEREAS BLOGG BROS. LIMITED a duly incorporated company having its registered office at Christchurch

is registered as the proprietor of an estate in fee simple

subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon

in all those pieces of land situated in Block XV of the Christchurch Survey District containing together Three Acres Three Roods Thirtyone and six tenths perches (3acs:3rds:31⁸

be the same a little more or less being Lots 4, 5, 6, 7, 12, 13, 14, 15, 20, 21, 22, 26 and 35 on Deposit Plan 27266 part Rural Sections 82, ~~82X~~, 241, ~~2435~~, 34653 and ~~34655~~ and being the whole of the land comprised and described in

Certificates of Title Register ~~9B~~ Folio ~~541~~ Register ~~9B~~ Folio ~~530~~
Register ~~9B~~ Folio ~~533~~ Register ~~9B~~ Folio ~~522~~ Register ~~9B~~ Folio ~~537~~
Register ~~9B~~ Folio ~~534~~ Register ~~9B~~ Folio ~~523~~ Register ~~9B~~ Folio ~~535~~
Register ~~9B~~ Folio ~~535~~ Register ~~9B~~ Folio ~~524~~ Register ~~9B~~ Folio ~~524~~
Register ~~9B~~ Folio ~~536~~ and Register ~~9B~~ Folio ~~529~~ Canterbury Land Registry

Subject to the easements contained in Transfers 157936, 166535 and 181925 affecting part.

AND WHEREAS the above registered proprietor (hereinafter referred to as and included in the term "the transferor") has (have) agreed to grant unto the CHRISTCHURCH DRAINAGE BOARD a body corporate constituted by an Act of the General Assembly of New Zealand intituled the Christchurch District Drainage Act 1951 and having its office at Christchurch (hereinafter with its successors and assigns referred to as and included in the term "the Board") the rights, liberties and easements hereinafter contained.

NOW THEREFORE in consideration of the premises and of the covenants on the part of the Board hereafter contained the transferor DOTH HEREBY TRANSFER AND GRANT unto the Board the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to convey and carry off sewage and waste material and fluid and water (whether rain, tempest, storm, spring, soakage, seepage or well water or cooling or condensing water) in any quantities and any other liquid or matter usually conveyed and carried in sewers or drains through, over, along or under those parts of the above described lands as are shown on Deposit Plan 27266 and

- (i) as to Lots 4 and 6 coloured yellow and as to Lots 5 and 7 coloured blue, and marked "Proposed mutual ROW"
- (ii) as to Lots 12 and 14 coloured yellow and as to Lots 13 and 15 coloured blue, and marked "Proposed mutual ROW"
- (iii) as to Lot 20 coloured yellow and marked "Proposed mutual ROW" and "C"
- (iv) as to Lot 21 coloured blue and marked "Proposed mutual ROW" and "B"; and also coloured blue marked "D".
- (v) as to Lot 22 coloured yellow and marked "Proposed mutual ROW" and "A"; coloured blue; and marked "F"; and cross hatched blue over yellow and marked "E".
- (vi) as to Lot 26 coloured blue and marked "Prop. sewer drainage easement 10 lks wide" and "G"
- (vii) as to Lot 35 coloured blue and marked "Prop. sewer drainage easement 10 lks wide" and "H".

(such parts of the above described lands being hereinafter referred to as "the easement line") and for such purposes and for other purposes of these presents full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to lay make construct erect maintain alter and repair covered ~~or open~~ drains or sewers of such sizes and specifications as the Board may from time to time think fit and with or without manholes valves and surface boxes as the Board shall from time to time think fit through over along or under the easement line and with surveyors workmen contractors and other persons horses carts wagons motor vehicles machinery material implements tools and things to enter upon the easement line and the land contiguous thereto belonging to the transferor and for those purposes to have access to and from the street across the remainder of the above described lands and to bring on to the easement line and remove therefrom such material machinery or other things as the Board shall from time to time think fit and to sink and to make trenches and shafts on the easement line and to remove and carry away as hereinafter mentioned any of the clay and gravel shingle stones and earth which in the opinion of the Board it shall be necessary to take out of the easement line and to inspect maintain cleanse repair extend remove and enlarge or replace any such drains or sewers and generally to do and perform such acts and things in or upon the above described lands as may be necessary or proper for or in relation to any of the purposes aforesaid.

AND for the considerations aforesaid the transferor DOTH HEREBY COVENANT with the Board as follows:-

1. THAT the transferor will not build upon or plant or allow trees or any roots thereof to grow upon the easement line.

2. THAT the transferor will not do or permit or suffer to be done any thing which may in any way injure or damage any drain or sewer now in the easement line or any drain or sewer which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage of sewage and waste material and fluid ~~and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water)~~ or other liquid or matter hereinbefore referred to through the same respectively.

3. THAT if the transferor does or knowingly suffers to be done anything which shall injure or damage any drain or sewer now in the easement line or any drain or sewer which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage of sewage and waste material and fluid ~~and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water)~~ or other liquid or matter hereinbefore referred to through the same the transferor shall and will forthwith at the cost and expense of the transferor properly and substantially repair and make good all such injury or damage and restore the free flow and passage of sewage and waste material and fluid ~~and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water)~~ or other liquid or matter hereinbefore referred to and do all things necessary and expedient for the purposes aforesaid or any of them.

4. THAT the transferor will not do or permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board or whereby any thing laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected.

5. THAT the transferor and all and every person or persons lawfully and equitably claiming through or under him, them or any of them will at all times at the request and cost of the person or persons body or bodies requiring the same execute and do every assurance and thing for further or more perfectly assuring granting and confirming all or any of the rights liberties and easements hereinbefore expressed to be hereby transferred and granted unto and to the use of the Board as by it shall be reasonably required.

AND the Board DOTH HEREBY COVENANT with the transferor as follows:-

subject as hereinafter appears

1. THAT it will at all times hereafter repair and cleanse any drain or sewer now in the easement line and every drain or sewer which may hereafter be laid made constructed or erected as aforesaid in such manner that the same shall not be a nuisance or annoyance to the transferor or to the registered proprietor or proprietors occupier or occupiers of the above described lands ~~provided that the obligation of the Board under this clause shall not extend in respect of drains or sewers *~~

2. THAT it will remove and carry away all clay gravel shingle stones and earth which shall be excavated or taken out and not used or otherwise disposed of in laying making constructing erecting inspecting maintaining cleansing repairing extending altering removing enlarging or replacing any drain or sewer as aforesaid or in the making or sinking of any trenches or shafts and shall without delay restore the surface of the easement line as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Board.

3. THAT it will repair and make good any damage which may be done to any fence or fences or to any part of the above described lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained Provided however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line.

AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:-

1. NOTHING herein contained or implied shall be deemed to compel the Board to conduct sewage and waste material and fluid ~~and water (whether rain tempest storm spring soakage seepage or well water or cooling or condensing water)~~ or other liquid or matter hereinbefore referred to through any such drain or sewer as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.

2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the transferor to be observed or performed shall be enforced by the Board only against the registered proprietor or proprietors for the time being of those parts of the easement line in respect of which such breach or non-observance shall occur or against the registered proprietor or registered proprietors thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the easement line or any part thereof shall cease (except as to the acts and defaults occurring in respect of the easement line or that part thereof of which he is registered as proprietor and while he is so registered) upon his ceasing to be registered as proprietor of the easement line or that part thereof in respect of which such breach or non-observance shall occur.

3. All covenants on the part of the transferor herein expressed or implied shall be deemed to be covenants by each of the registered proprietors included in the term "transferor" severally and shall bind each of such registered proprietors and his or its executors administrators successors and assigns and throughout this transfer any word importing the singular shall include also the plural and any word importing the masculine shall include also the feminine and vice versa in both cases.

4. The rights and powers implied by S.90D of the Land Transfer Act 1952 are hereby negatived.

IN WITNESS whereof these presents have been executed by the parties hereto the 25th day of
November one thousand nine hundred and sixty-nine.

Signed by the said
in the presence of:-

Witness

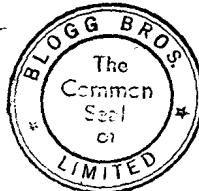
Name

Occupation

Address

THE COMMON SEAL of BLOGG BROS.
LIMITED was hereto affixed in
the presence of:

[Signature]



Governing Director

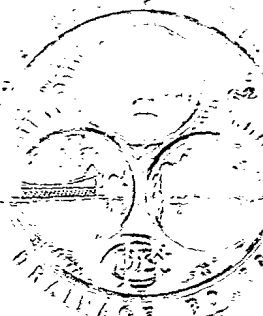
THE COMMON SEAL of the CHRISTCHURCH DRAIN-
AGE BOARD was hereto affixed pursuant to resolution of
the Board in the presence of:-

[Signature]

Chairman

[Signature]

Secretary



~~CONSENTS TO THE GRANT OF THE FOREGOING EASEMENT~~

- [Initials]* * (i) in those parts of Lots 4 and 6 coloured yellow and Lots 5 and 7 coloured blue, marked "Proposed mutual ROW" to any drains or sewer other than the 4 inch main sanitary sewer therein;
- [Initials]* (ii) in those parts of Lots 12 and 14 coloured yellow and Lots 13 and 15 coloured blue, marked "Proposed mutual ROW" to any drain or sewer other than the 4 inch main sanitary sewer and the 9 inch stormwater sewer therein;
- (iii) in those parts of Lots 20 and 22 coloured yellow and that part of Lot 21 coloured blue, marked "Proposed mutual ROW" and "C", "A" and "B" respectively to any drain or sewer other than the 9 inch stormwater sewer and the 6 inch main sanitary sewer therein.

No. 782953

Correct for the purposes of the Land Transfer Act.

TRANSFER

(Grant of Easement)

E. C. Champion & Somers

Solicitor for the Transferee.

Situated in Block XV of the Christchurch Survey District

ELOGG BROS. LIMITED

Transferor

THE CHRISTCHURCH DRAINAGE BOARD

Transferee

Particulars entered in the Register-Book

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4-DEC-1869

at

o'clock



The easements granted by the within Transfer to subject to the provisions of section 37 (1) (a) of the Counties Amendment Act 1961.

E. C. Champion & Somers

LAND & DEEDS	
Nature:	Transfer
Firm:	E. C. Champion & Somers
Date:	4.12.69
Time:	2.45 p
Fee:	\$ 2.00
Abstract No.	8043

E. C. CHAMPION & SOMERS
Solicitors,
CHRISTCHURCH



783034 EC

EASEMENT CERTIFICATE

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

I, BLOGG BROS. LIMITED a duly incorporated Company having its registered office at Christchurch

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 Christchurch on the 17th day of October 1969 under No. 27266 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. 27266

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, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 4	Yellow	Lots 3, 5, 6, 7 and 8	Register Folio & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 5	Blue	Lots 3, 4, 6, 7, and 8	Register Folio to & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 6	Yellow	Lots 3, 4, 5, 7, and 8	Register Folios to & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 7	Blue	Lots 3, 4, 5, 6 and 8	Register Folios to & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 12	Yellow	Lots 11, 13, 14, 15 and 16	Register Folio & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 13	Blue	Lots 11, 12, 14, 15 and 16	Register Folios to & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 14 ✓	Yellow	Lots 11, 12, 13, 15 and 16 ✓	Register Folios to & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 15 ✓	Blue	Lots 11, 12, 13 14 and 16 ✓	Register Folios to & Folio

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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.

Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 20	Yellow marked C	Lots 19, 21, 22 and 23	Register Folios & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 21	Blue marked B	Lots 19, 20, 22 and 23	Register Folios & Folios to
Right of Way, Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 22	Yellow marked A	Lots 19, 20, 21 and 23	Register Folios & Folios to
Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 19	Blue	Lots 18 and 20	Register Folios &
Right to Drain Sewerage	Lot 21	Yellow marked J	Lots 18, 19 & 20	Register Folios to
Right to Convey Water, Right to Drain Water	Lot 23	Yellow	Lot 24	Register Folio
Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 20	Yellow MARKED C	Lot 18	Register Folio
Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 21	Blue marked B	Lot 18	Register Folio
Right to Convey Water, Right to Drain Water, Right to Drain Sewerage, Right to Convey Gas, Electric Power and Telephone	Lot 22	Yellow marked A	Lots 18 and 24	Register Folios &

1. Rights and powers:

In addition to the rights and powers set out in the Seventh Schedule to the Land Transfer Act, 1952 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 convey gas, electric power and telephone communications across the land over which the easement is granted or created together with 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 aforesaid:-

(a) To use any line of pipes, electric power poles, supply wires, conduit pipes and mains of all descriptions already laid or any pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid in replacement or in substitution for all or any of such pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid

(b) Where no such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid exist to lay, place, maintain, construct and erect or to have laid, placed, maintained, constructed or erected such line of pipes electric power poles, supply wires, conduit pipes and mains as aforesaid as may be respectively required for such of the aforesaid purposes under or over the surface (as the parties decide) of the land over which the easement is granted or created and along such line as may be defined for such purpose or purposes

(c) In order to construct or maintain the efficiency of any such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid 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 and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid 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.

Continued.

Registration of Transfer 798661 creates the within easements relative to lot 11 - 5.6.1970

Kotamine ALR

Registration of Transfer 830518 creates the within easements relative to lot 19 - 12.5.1971

ALR

Registration of Transfer 834542 creates the within easements relative to lot 3 - 21.6.1971 at 10.8am

Kotamine ALR

Registration of Transfer 839539 creates the within easements relative to Lot 24 10.8.1971 at 11.5am

ALR

Registration of Transfer 841146 creates the within easements relative to lot 4. 26-8-1971 at 10.6 am

ALR

Registration of Transfer 841146 creates the within easements relative to Lot 7. 17.11.1971 at 11.40am

ALR

Registration of Transfer 851112 creates the within easements relative to Lot 8 D.P. 27266. 13.11.1971 at 9.40am

ALR

Registration of Transfer 869251 creates the within easements relative to Lot 18 - 1/6/1972

ALR

Registration of Transfer 878847 creates the within easements relative to lot 15 D.P. 27266 - 25.8.1972 at 9.58am

ALR

Registration of Transfer 879897 creates the easements relative to Lot 5. 5.9.72

Kotamine ALR

Registration of Transfer 885050 creates the within easements relative to Lot 6. - 18.10.1972 at 11.37a (D.P. 879897)

ALR

Registration of Transfer 902264 creates the within easements relative to lot 23. 15.3.1973 at 2.30pm.

Johnson ALR

Registration of Transfer 918681 creates the within easements relative to Lot 13 12.7.1973 at 12.10 p.m.

Johnson ALR

Registration of Transfer 921838 creates the within easements relative to Lot 22 2.8.1973 at 12.25 p.m.

Johnson ALR

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

(a) The cost of formation, installation, maintenance and repair of the rights of way, sewerage pipes, water pipes, power poles, gas pipes and wires shall be borne by the registered proprietors of the tenements using the same in the proportion which such rights are used by each of the registered proprietors and so that no registered proprietor shall bear the cost of any such formation, installation, maintenance and repair in respect of any part which is not used by him PROVIDED ALWAYS that the said Blogg Bros. Limited shall not be liable to contribute towards such cost of formation maintenance and repair but this proviso shall not enure for the benefit of any purchaser from the said Blogg Bros. Limited

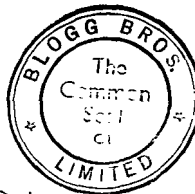
(b) If any such repair or maintenance becomes necessary through the omission neglect or default of any one or more registered proprietor then that registered proprietor or if more than one then those registered proprietors shall bear the whole of the cost of such repair or maintenance

(c) If any dispute shall arise between any of the registered proprietors as to the cost or type of formation of the said rights of way, sewerage pipes, water pipes, power poles, gas pipes and wires or otherwise arising out of or touching or concerning these presents then such dispute shall be referred to arbitration under the provisions of the Arbitration Act, 1908 and its amendments.

Dated this 4th day of December

1969

~~Signed by the above named~~ THE COMMON SEAL
~~in the presence of~~ of BLOGG BROS. LIMITED
was hereto affixed in
the presence of:-



Witness: *Y. Blogg* Managing Director
Occupation:
Address:

783034

101

No.

EASEMENT CERTIFICATE

situated in

Particulars entered in the Register-book,

Vol. 9B

, folio

532 & 537

540 & 545

547, 548 & 553

5-DEC 1969

the

day of

19

at 12 o'clock

of

DISTRICT LAND

CANTERBURY

K. H. B. J. J.

DISTRICT

Assistant

Land Registrar.

of the District of

CANTERBURY

The Rights of Way, Stormwater and Sewer
Drainage Easements referred to herein
when created will be subject to Section
37(1)(a) of the Counties Amendment Act 1961

Registration of Transfer 784525 creates
within easements relative to Lot 16 -
19-12-1969

Registration of Transfer 794180
creates the within easements
relative to Lot 14 D.P. 27266 - 23/4/70.

LAND & DEEDS	
Nature:	E/C.
Time:	5-DEC 1969
Time:	12.10p
Fee:	2.00
Abstract No.	8065

monuments
could
within.

GUTHRIE TAYLOR & THOMSON

SOLICITORS

CHRISTCHURCH

Registration of Transfer 796164 creates
the within easements relative to
Lot 12 D.P. 27266 - 13/5/1970

Correct for the purposes of the Land Transfer Act.

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—

- 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:
- 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:
- 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.

300 DNT

No

in the land described in the schedule hereto and subject to such encumbrances liens and interests as are therein set out

REGISTRATION DISTRICT:

A. AREA R. P.			LOT AND DEPOSITED PLAN	LOCALITY (name of City, Town, County etc.)	OTHER DESCRIPTION (for use when no deposited plan description is available)	TITLE REF. Vol. Fol.	
	36		Lot 14 on Deposit Plan 27266	Block XV of the Christchurch Survey District		9B	543 ✓
CT. Vol.	Fol.	ENCUMBRANCES (Set out in relation to each title)					
9B	543	<u>SUBJECT TO</u> Section 37 1 (a & c) of the Counties Amendment Act 1961 <u>SUBJECT TO</u> Easements in Transfers 782957 and 782958 <u>SUBJECT TO</u> and together with Easement specified in Easement Certificate 783034 and created by Transfer 794180.4 784525 ✓					

and

paid to it by ALAN CHARLES IRVINE of Christchurch Salesman

the receipt of which sum is hereby acknowledged Do hereby Transfer to the said ALAN CHARLES IRVINE

day of April 19 70

in the presence of (c)



TRANSFER MORTGAGE LEASE.
 1906-1907
 219-00 ON 4/5/12
 J. C. [Signature]
 Secretary of Stamp Office

YB Blogg *James Director*
A. E. Francis Esq. 01.7

20-IV-70 04555 DTY ☆☆☆☆☆ 0.30

- Correct for the purposes of the Land Transfer Act.*

Solicitor for the Transferee

794180

NO.

172

TRANSFER

of LAND

Situated in Block XV of the Christchurch
Survey District

BLOGG BROTHERS LIMITED Transferor


A.C. IRVINE Transferee

PARTICULARS entered in Register

Vol. 98 Folio 543

Date 23 APR 1970

Time 12


District
Assistant Land Registrar
of the District of Canterbury

172

LAND & TRANSFER
Mature: T
Firm: Anthony P
23 APR 1970
Time: 12.15 p.m.
Fee: \$8.00
A. 2634

BOWIE & STRINGER
SOLICITORS
CHRISTCHURCH, N.Z.

