



**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 **CB8K/698**
Land Registration District **Canterbury**
Date Issued 20 May 1969

Prior References
CB545/65

Estate Fee Simple
Area 860 square metres more or less
Legal Description Lot 6 Deposited Plan 26914
Registered Owners
Christine Lynette Laughton

Interests

764579 Notice imposing Building Line Restriction

765597 Easement Certificate specifying the following easements - 20.5.1969 at 11.25 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way, right to convey water, drain water, drain sewage, convey electricity, telephone communications and gas	Lot 6 Deposited Plan 26914 - herein	Blue DP 26914	Lot 4 Deposited Plan 26914 - CT CB8K/696	
Right of way, right to convey water, drain water, drain sewage, convey electricity, telephone communications and gas	Lot 4 Deposited Plan 26914	Blue DP 26914	Lot 6 Deposited Plan 26914 - herein	
Right of way, right to convey water, drain water, drain sewage, convey electricity, telephone communications and gas	Lot 5 Deposited Plan 26914	Yellow DP 26914	Lot 6 Deposited Plan 26914 - herein	

Right of way, right to convey water, drain water, drain sewage, convey electricity, telephone communications and gas	Lot 6 Deposited Plan 26914 - herein	Blue DP 26914	Lot 5 Deposited Plan 26914 - CT CB8K/697
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Right of Way and right to drain water and sewage easements referred to in Easement Certificate 765597 are subject to Section 37 (1) (a) of the Counties Amendment Act 1961

Fencing Provision in Transfer 767460 - 11.7.1969 at 9.05 am
9302543.2 Mortgage to ASB Bank Limited - 8.2.2013 at 5:14 pm



765597 EC

(T)

EASEMENT CERTIFICATE

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

WE, JOSEPH PATRICK GILMORE of Christchurch, Poultry Farmer and EVA ESTHER GILMORE his wife,

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 9th day of May 1969 under No. 26944 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	4	Blue	5 and 6	545/65
"	5	Yellow	4 and 6	"
"	6	Blue	4 and 5	"
"	11	Yellow	12	4A/941
"	12	Blue	11	"
Right to Convey Water	4	Blue	5 and 6	545/65
"	5	Yellow	4 and 6	"
"	6	Blue	4 and 5	"
"	11	Yellow	12	4A/941
"	12	Blue	11	"
Right to Drain Water	4	Blue	5 and 6	545/65
"	5	Yellow	4 and 6	"
"	6	Blue	4 and 5	"
"	11	Yellow	12	4A/941
"	12	Blue	11	"
Right to Drain Sewage	4	Blue	5 and 6	545/65
"	5	Yellow	4 and 6	"
"	6	Blue	4 and 5	"
"	11	Yellow	12	4A/941
"	12	Blue	11	"
Right to Convey Electricity Telephone Commun- ication & Gas	4	Blue	5 and 6	545/65
"	5	Yellow	4 and 6	"
"	6	Blue	4 and 5	"
"	11	Yellow	12	4A/941
"	12	Blue	11	"

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.

1. Rights and powers:

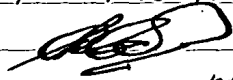
IN ADDITION to the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 the full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants and any other person (lawfully entitled so to do) from time to time and at all times to convey or transmit electric power, telephonic communications and gas across the land over which the easement is granted or created 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 erecting, laying, forming, inspecting, maintaining, cleansing, repairing and renewing such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid or any parts thereof and of opening up the soil of that land to such an 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.

Registration of Transfer 767460
creates the easements relative to
Lot 6 DP 26914 - 11.6.1969


all

Registration of Transfer 787020
creates the easements relative
to Lot 5 DP 26914 - 4.2.1970


HB

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

- (a) THE COST of the formation maintenance and repair of the rights-of-way, sewage 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 of one equal part to each such tenement PROVIDED ALWAYS that the said JOSEPH PATRICK GILMORE and EVA ESTHER GILMORE 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 Joseph Patrick Gilmore and Eva Esther Gilmore.
- (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 said rights-of-way, sewage 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 30th day of April 19 69

Signed by the above-named JOSEPH PATRICK GILMORE
~~in the presence of~~ and EVA ESTHER GILMORE in
the presence of:

E. E. Gilmore
J. P. Gilmore

Witness: Paula Auld
Occupation: Secretary
Address: Chudleigh

765597

No.

EASEMENT CERTIFICATE

Correct for the purposes of the Land Transfer Act.

Solicitor for the Registered Proprietor.

situated in

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."

Particulars entered in the Register-book,

Vol. 8K, folio 696, 697, 698.

20 MAY 1969 701 + 702.

the day of 19

at 11 25 o'clock. am

District
Assistant Land Registrar.

of the District of CANTERBURY

The rights of way specified herein when created will be subject to Section 37(1) (a) Counties Amendment Act 1961.

Registration of Transfer 772338 creates the within easements relative to Lot 4 DP 26914. 5-8-1969 at 11.10 am

Registration of Transfer 774611 creates within easements relative to Lot 12 DP 26914 - 28-8-1969

Registration of Transfer 786842 creates within easements relative to Lot 11 DP 26914 - 2.2.1970

MADLEY MAHON & CO.
SOLICITORS,
772 COLOMBO STREET
CHRISTCHURCH.

LAND & DEEDS
Reference: E/C
Date: 20 MAY 1969
Time: 11.25-
Fees: \$2.1
Abstract No. 2975

764 579 BLR

ADDRESS ALL COMMUNICATIONS
TO THE COUNTY CLERK

REF.
TELEPHONE 517-109
PRIVATE BAG
CHRISTCHURCH

WAIMAIRI COUNTY COUNCIL

Cnr. Jeffreys and Clyde Roads, Fendalton
CHRISTCHURCH, 5.

File S.P. 676

The District Land Registrar,
P.O. Box 1323,
CHRISTCHURCH

Dear Sir,

Resolution Approving Survey Plan Relative to
Scheme Plan No. 676

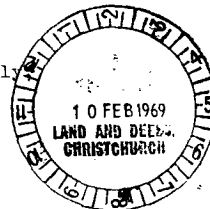
I have to advise that in accordance with Section 34 of the
Counties Amendment Act, 1961, the Waimairi County Council has
approved the Survey Plan of Subdivision of

Lot 1 D.P. 15793 and Lot 2 D.P. 23200 being Part R.S. 2166
(C's. T. 545/65, and 4A/941).

subject to a condition that no buildings or hoardings are erected
on Lots 2, 14 - 19 (inclusive) within 42 feet of the middle line or 15 feet
of the side lines of Deepdale Street or on Lots 1 - 7 (inclusive) 10 - 14
(inclusive) within 40 feet of the middle line or 15 feet of the side lines
of Gilmore Place,
conditional on the granting or reserving of easements shown in the
memorandum of easements endorsed on the said Survey Plan, ~~conditional~~
~~upon the~~ ~~being amalgamated with the land~~
~~in the~~ ~~and more particularly of the~~ ~~being~~
~~being in accordance with~~ and further authorised the County
Chairman and County Clerk to sign and seal the said Survey Plan on
behalf of the Council.

Yours faithfully

J. Reid
(J. Reid),
COUNTY CLERK.



ORDER FOR NEW CERTIFICATE OF TITLE

No.

BUILDING LINE RESTRICTION

764573

Particulars entered in Register-book

Vol. 545 folio 65. 4A/941

the 9th day May 1969 at 11 am.



K. B. Baine
Land Registrar
CANTERBURY

LAND & DEEDS

Nature: *Bel*

Firm: *W. C. B. D. L.*

- 9 MAY 1969

Time: *11 am*

Fee: \$

Abstract No. *2689*

Referred to Draughtsman, 19 /

Returned from Draughtsman, 19 /

Vol. Folio

REFERENCE:

ORDER FOR NEW CERTIFICATE OF TITLE

No.



767460T

300
DN

Approved by the District Land Registrar, Christchurch. No.628731

NEW ZEALAND

MEMORANDUM OF TRANSFERJOSEPH PATRICK GILMORE of Christchurch Poultry Farmer1. Here state nature of the being registered as the proprietor of an estate¹ in fee simple
estate or interest.

subject however to such encumbrances liens and interests as are notified by memoranda

2. District, county, or underwritten or endorsed hereon in all that piece of land situated in the²
township.
Block VI of the Christchurch Survey District3. Here state area, exclusive containing³ THIRTY-FOUR PERCHES (34 perches)
of roads intersecting the same, if any.4. Here state rights of way, be the same a little more or less⁴ being Lot 6 on Deposited Plan 26914 part of Rural
privileges, or easements, if any, intended to be conveyed: If the land to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the instrument or deposited in the Land Registry Office.
Section 2166 and being part of the land comprised and described in CERTIFICATE OF TITLE VOLUME 545 FOLIO 65 Canterbury Land Registry Office and affecting which land are the easements specified in Easement Certificate Number 765597
AND which land is also SUBJECT to fencing covenant in transfer 149884
AND TO Building Line Restriction Number 764579.IN PURSUANCE of a written contract dated 12th March 1969.AND

TRANSFER, PURCHASE LEASE,
ASSIGNMENT and AGREEMENT
stamped with duty of
\$ 37.00 on 30/5/69
\$
Dist. Commissioner of Stamp Duties
CHRISTCHURCH

In consideration of the sum of THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3700.00)paid to him by JOHN BERNARD ANTHONY COWEN of Christchurch
Clerk and BERYL DOROTHY COWEN his wife

the receipt of which sum is hereby acknowledged

N.Z. Stamp Duty Ch.N

30-V-69 03123 -DTT *****030

Do th hereby Transfer to the said JOHN BERNARD ANTHONY COWEN AND BERYL DOROTHY COWEN

5. Or a lesser estate or interest describing such lesser estate.

all his estate and interest^s in the said piece of land

IT IS HEREBY AGREED AND DECLARED that the said JOSEPH PATRICK GILMORE shall not be called upon to contribute to the cost of erection or repair of any dividing fence between the land now transferred and any adjoining land owned by the said JOSEPH PATRICK GILMORE but such covenant is not to enure for the benefit of any purchaser of such adjoining land.

In Witness whereof these presents have been executed this 30th day of May
one thousand nine hundred and sixty-nine

Signed by the said

JOSEPH PATRICK GILMORE.

J. P. Gilmore

in the presence of

*James A. [unclear]
Salvatore
Chambers*

ARMSTRONGS BUILDINGS

772 Colombo Street,

Christchurch, 1.

3 June, 1969.

**When Telephoning
or Calling
please ask for**

Mr. E. M. Malley,

Dear Sir,

We herein authorise Messrs Bowie and Stringer to register transfer J. P. Gilmore to J.B.A. Cowen and B.D. Cowen in respect of Lot 6 on deposited plan 26914 ^{acc.} of the land in Certificate of Title 8K/698.

Yours faithfully,
MALLEY, MAHON & CO.

Ref

$$\begin{array}{r} 100000 \\ 5 \overline{) 500000} \\ \underline{500000} \\ 0 \end{array} \quad \begin{array}{r} 766003 \end{array}$$

11
MALLEY, MAHON & CO.
BARRISTERS and SOLICITORS

Edmund Michael Malley
Garrett Thomas Mahon

TELEPHONE 69-622
P.O. BOX 1202

ARMSTRONGS BUILDINGS

772 Colombo Street.

Christchurch. 1.

28 September 1969

When Telephoning
or Calling
please ask for

Mr. E.H. Harvey

The District Land Registrar
Christchurch

Dear Sir,

RE: GILMORE & COWEN & ANOR

We hereby authorise Messrs. Bowie & Stinger
to register a transfer between the above-named
Certificate of Title 8K/698, and also
for Bowie & Stinger to apply same.

Edmund Michael Malley

Garrett Thomas Mahon

NO. 767460

TRANSFER

of Land

Situated in Block VI Christchurch
Survey District.

JOSEPH PATRICK GILMORE

Transferor

JOHN BERNARD ANTHONY COWEN
& ANOR.

Transferee

PARTICULARS entered in Register book,

Vol. 8k, Folio 698

the 11 JUN 1969

19

at 9.5 am o'clock.



Deputy Land Registrar
Assistant of the District of Canterbury

LAND & DEEDS	
Nature:	Transfer
Firm:	✓
Date:	11.6.69.
Time:	9.5
Fee: £	8.00
Abstract No.	3533

~~BOWIE~~ BOWIE & STRINGER
SOLICITORS
CHRISTCHURCH, N.Z.

THE CANTON PRESS

Certified

Correct for the purposes of the Land Transfer Act,
and that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952
does not apply to this transaction.

Solicitor for the Transferee

2610 2

