

# GRIFFIOEN.

## RECORD OF TITLE

Statement of Passing Over: This information has been supplied by the vendor or the vendor's agents. GRIFFIOEN. (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.





(C.) approved by D.L.R. (No. 12)

32965 T

[New Zealand]

# MEMORANDUM OF TRANSFER.

I, *Isaac Parish of Christchurch Farmer*

being registered as the proprietor

of an estate<sup>1</sup> *in fee simple* subject,

however, to such encumbrances, liens, and interests as are notified by memorandum under-

written or endorsed hereon, in all that piece of land situated in the<sup>2</sup> *District*

of *Christchurch*, containing<sup>3</sup> *9..3..38*

be the same a little more or less,<sup>4</sup> *being lot 4 on deposited plan No 762 and part of the land included in Certificate of Title Volume 32 folio 126.*

*Pl 32/126  
9-3-38  
Mans*



1 STAMP DUTY on the "POUNDS"

<sup>2</sup> District, county, hundred, or township.

<sup>3</sup> Here state the area, exclusive of roads intersecting the same, in

<sup>4</sup> Here set out rights of way, easements, or covenants, if any, to be conveyed; and if the land to be dealt with therein all that is included in an existing grant or certificate, refer thereto for description of parcels and diagrams; otherwise, set forth the boundaries in chains, links, or feet, and refer to the plan deposited on the instrument or annexed to the instrument or deposited in the Registry Office.



In consideration of the sum of *Three hundred and seventy nine pounds ten shillings and six pence* paid to me by *Samuel Kennedy Prescott of Richmond Gentleman*

the receipt of which sam I hereby acknowledge,

do hereby transfer to the sa

Samuel Kennedy Bassett

5. Or a lessor estate or interest, describing such lessor estate.

all my estate and interest<sup>s</sup> in the said piece of land

And the said Samuel Kennedy Bassett doth hereby covenant with the said Isaac Parish that he the said Samuel Kennedy Bassett will at all proper and usual times scow and cleanse out the drain of huts wide running through the said lot as shown on the said deposited plan when such drain shall require to be scoured and cleansed out and so keep the same at his own cost and expense

In witness whereof <sup>we</sup> I have hereunto subscribed <sup>our</sup> my name this twentieth day of August One thousand eight hundred and eight

Isaac Parish

Saml. K. Bassett

Signed on the day above-named by the said

Isaac Parish

in the presence of

Witness—

Name William E. Holt

Occupation Solicitor's Clerk

Address Church

Received sealed and delivered by the said Samuel Kennedy Bassett in the presence of George Swann

Solicitor Christchurch

No. 32965  
situated in

Transfer of

Act for the purposes of the Land Transfer Act.

*George Swann*  
Solicitor.

*Abner Parish* Vendor.

*A. H. Barrett* Purchaser

Particulars entered in the Register-book, Vol. 32/26  
Folio 24F/990

the ~~20~~ <sup>29</sup> day of August 1890, at 11.30 a.m.  
o'clock.



*H. Williams*  
District Land Registrar  
of the District of Canterbury.

*B. 1. 7. 9*  
*261 15. 7. 70*

GEORGE SWANN,  
Solicitor,  
Christchurch.



# A 275690.52 EC

Approved by the District Land Registrar, South Auckland No. 351560  
Approved by the District Land Registrar, North Auckland, No. 4380/81  
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

## EASEMENT CERTIFICATE

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

I/We SUBURBAN ESTATES LIMITED at Christchurch  
and WILLIAM ALAN NICHOLAS BROWN, Economist and JANET VIRGINIA BROWN  
Commercial Flower Grower, both of Christchurch as tenants in common  
in equal shares

being the registered proprietor(s) 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 day of **19 96** under No. **73783** 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 Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way and right to convey water, electric power and telephonic communications and right to drain sewage and water	17	B	Lots 18 & 19	42D/641 & 642
	18	C	Lots 17 & 19	42D/640 & 642
	19	D	Lots 17 & 18	42D/640 & 641
	31	E	Lot 32	42D/647 & 648
	32	F	Lot 31	42D/648 & 647
	<del>7</del>	<del>G</del>	<del>Lot 1 DP 11765</del>	<del>42D/630 &amp; 34D/1288</del>
Right to drain sewage	9	A	Lots 8 & 10	42D/632, 631 & 633
	7	G & H	Lots 5 & 6	42D/630, 628 & 629

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:

**SCHEDULE 'B'**

**I. 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 electric power telephone communication, water sewage and stormwater 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 purpose aforesaid:

- (a) To use any line of pipes, supply wires and conduit pipes of all description already laid or any pipes, supply wires and conduit pipes as aforesaid in replacement or in substitution for all or any of such pipes, supply wires, conduit pipes as aforesaid.
- (b) Where no such line of pipes, supply wires and conduit pipes as aforesaid exist to lay, place, maintain, construct and erect or to have laid, placed, maintained, constructed or erected such line of pipes, supply wires and conduit pipes as aforesaid as may be respectively required for such of the aforesaid purposes under the surface of the land over which the easement is granted or created and along such line as may be defined for such purposes or purpose.
- (c) In order to construct or maintain the efficiency of any such line of pipes, supply wires and conduit pipes 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, cleaning, repairing maintaining and renewing such line or pipes, electricity cables, supply wires and conduit pipes 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 operation is repaired.

8

**SCHEDULE 'C'**

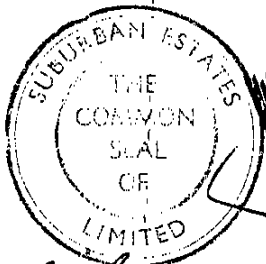
**2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:**


- (a) The cost of formation installation maintenance and repair of the right of way, electricity cables, telephone wires, water pipes and conduit pipes 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 proprietors shall bear the cost of any such formation, installation, maintenance and repair in respect of any part which is not used by him.
- (b) If any such repair or maintenance becomes necessary through the omission neglect or default of any one or more registered proprietors 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 of formation of the said rights of way, water pipes, power 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 18<sup>th</sup> day of December 1996

SIGNED by SUBURBAN  
ESTATES LIMITED

in the presence of:

)  Director

) 

)  Director

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

Dated this 18<sup>th</sup> day of December

Signed by the above-named

WILLIAM ALAN NICHOLAS BROWN and  
JANET VIRGINIA BROWN

in the presence of Julie Anne Cameron JAC

Witness

Occupation

Address

JACameron

Secretary

1/221 Gloucester St  
Chch

1996  
W.A.N. Brown  
Janet Brown

**EASEMENT CERTIFICATE**

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

Correct for the purposes of the Land Transfer Act

Solicitor for the registered proprietor

Registration of Transfer  
~~A 275690/5~~ A 279767/1  
 creates the within easements  
 relative to Lot 17-29.1.1997  
 at 10.13am

Plan  
 nr

Registration of Transfer A 280024/1  
 creates the easements relative to Lot 9 DP 73783  
 30.11.1997 at 10.58 am

Registration of Transfer A 281950/1  
 creates the easements relative to Lot 37  
 24.2.1997

Registration of Transfer A 282696/1  
 creates the easements relative to Lot 6  
 17.2.1997

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 243 (a) RESOURCE MANAGEMENT ACT 1991 AND THE RIGHT OF WAY TO CONDITIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 OF COUNCIL'S CONSENT AS SET OUT IN DOCUMENT 25/1928/1

\* + Conditions 1, 2, 4 + 11 - Lots 17-19.

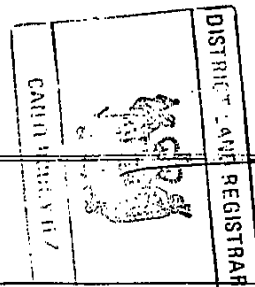
Registration of Transfer A 295714/1  
 creates the easements relative to Lot 5 DP 73783  
 6.5.1997 at 12.38 pm

A 375137.6 Transfer surrendering the within right of way and right to convey water, electric power and telephonic communications and right to drain sewage and water over part lots 1-2 marked A and C DP 76173 appurtenant to Lot 1 DP 78438 formerly over part lot 7 marked G DP 73783 appurtenant to lot 1 DP 11765 - 29.10.1998 at 3.40

Plan  
 nr

REGISTER  
 in duplicate

11.10.20.DEC96 A 275690 / 52  
 PARTICULARS ENTERED IN REGISTER  
 LAND REGISTRY CANTEBURY  
 ASS. L/10 REGISTRAR



A 275690-54 T

**TRANSFER**

Land Transfer Act 1952

**This page does not form part of the Transfer.**

**TRANSFER**  
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Canterbury

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

Schedule A All  
(continued on page 2 annexure schedule)

Transferor Surnames must be underlined

SUBURBAN ESTATES LIMITED as incorporated company at Christchurch

Transferee Surnames must be underlined

SUBURBAN ESTATES LIMITED an incorporated company at Christchurch

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Fee simple subject to land covenants (continued on page 3 annexure schedule)

Consideration


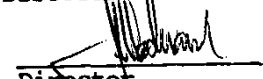
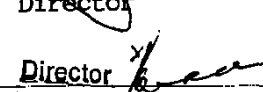
\$1.00

Operative Clause

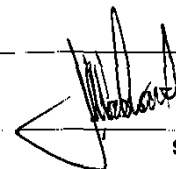
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 5th day of December 1996

Attestation

<p>Signed by <u>SUBURBAN ESTATES LIMITED</u></p> <p> Director</p> <p> Director</p> <p> Director</p> <p>Signature, or common seal of Transferor</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
---	--

**Certified correct for the purposes of the Land Transfer Act 1952**  
Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

  
Solicitor for the Transferee

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 6th December 1996

Page 3 of 4 Pages

AND WHEREAS the Transferor wishes to establish restrictive covenants over each of the said lots described in the Certificates of Title listed in the schedule A for the benefit of all the other lots set out in the said schedule A in respect of the type of buildings on the said lots and a fencing covenant and the owner or occupier for the time being of each of the said allotments shall be bound by the stipulations and restrictions set out herein.

NOW THEREFORE the Transferor is registered proprietor of each of the said lots set out in Schedule A and HEREBY TRANSFERS to itself the said SUBURBAN ESTATES LIMITED and HEREBY COVENANTS with itself forever as follows, to the intent that such covenants shall be restrictive covenants running forever with each of the said lots for the benefit of all the other lots set out in Schedule A.

1. Not to place or erect on any of the lots set out in schedule A
  - i. any building other than a dwelling and ancillary buildings designed for occupation by one family unit.
  - ii. any dwelling of a closed in floor area less than 153m<sup>2</sup> and any garage of a closed in floor area less than 30m<sup>2</sup> where such garage is part of the dwelling the minimum area shall be 183m<sup>2</sup>.
  - iii. (a) any building described above unless the plans including a site layout plan and specifications have prior written approval before construction commences from Suburban Estates Limited or its nominee.  
(b) approval under this paragraph will require at least two windows on any building wall facing the street, positioned to be architecturally satisfactory to Suburban Estates Limited. Approval may be given on a plan certified by a registered architect or architectural draughtsman.
  - iv. on Lots 7 and 25 only up to two new dwellings or one building containing units for two families may be built on each lot with ancillary buildings subject to plan approval as in 1(iii) above and with a total floor area including garages of not less than 145m<sup>2</sup> for each unit or dwelling.
2. Not to erect or permit on any of the lots any structure or construct place or permit any caravan hut relocated or kitset building or other structure of any kind for permanent or temporary use other than a new dwelling and ancillary buildings built on site to an individual design.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

### Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

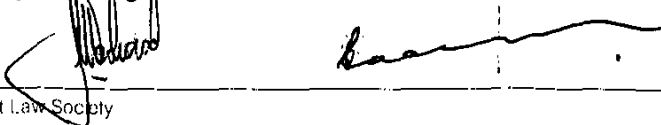
Transfer

Dated 6th December 1996

Page 4 of 4 Pages

3. The purchasers shall not use or permit to be used any second hand buildings, materials or flat fibrolite. Buildings are to be constructed with brick, stone, plastercoat, timber weatherboards for outer walls and facings only unless the approval required by clause 1(iii) includes approval to other materials.
4. The transferor and Christchurch Golf Club Inc. shall not be liable to pay for or contribute towards the cost of erection or maintenance of any fence between the lands hereby transferred and any adjoining land owned by the Transferor, or Christchurch ~~Golf Club Inc.~~ Golf Club Inc., but this provision shall not enure for the benefit of any purchaser of any such adjoining land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

TRANSFER

Dated

6th December 1996

Page

2

of

4

Pages

SCHEDULE A

Certificates of Title - All

42C/871	42D/628
42C/872	42D/629
42C/873	<del>42D/630</del> 8/8
42C/874	42D/630
42C/875	42D/631
42C/876	42D/632
42C/877	42D/633
42C/878	42D/634
42C/879	42D/635
42C/880	42D/636
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	42D/652

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

*in duplicate*  
**REGISTER**

Law Firm Acting
WOODWARD TOOMEY SOLICITORS CHRISTCHURCH

Auckland District Law Society  
REF: 4135



11.10 20 DEC 96 A 275690 / 54  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTERBURY  
ASST LAND REGISTRAR



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