

# 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.



**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**                                   **CB45D/1078**  
**Land Registration District**   **Canterbury**  
**Date Issued**                               05 December 2000

**Prior References**  
CB5C/108

**Estate**                                       Fee Simple  
**Area**                                       588 square metres more or less  
**Legal Description**           Lot 1 Deposited Plan 80203

**Registered Owners**  
Adrian Philip Taylor and Lucy Erin Taylor

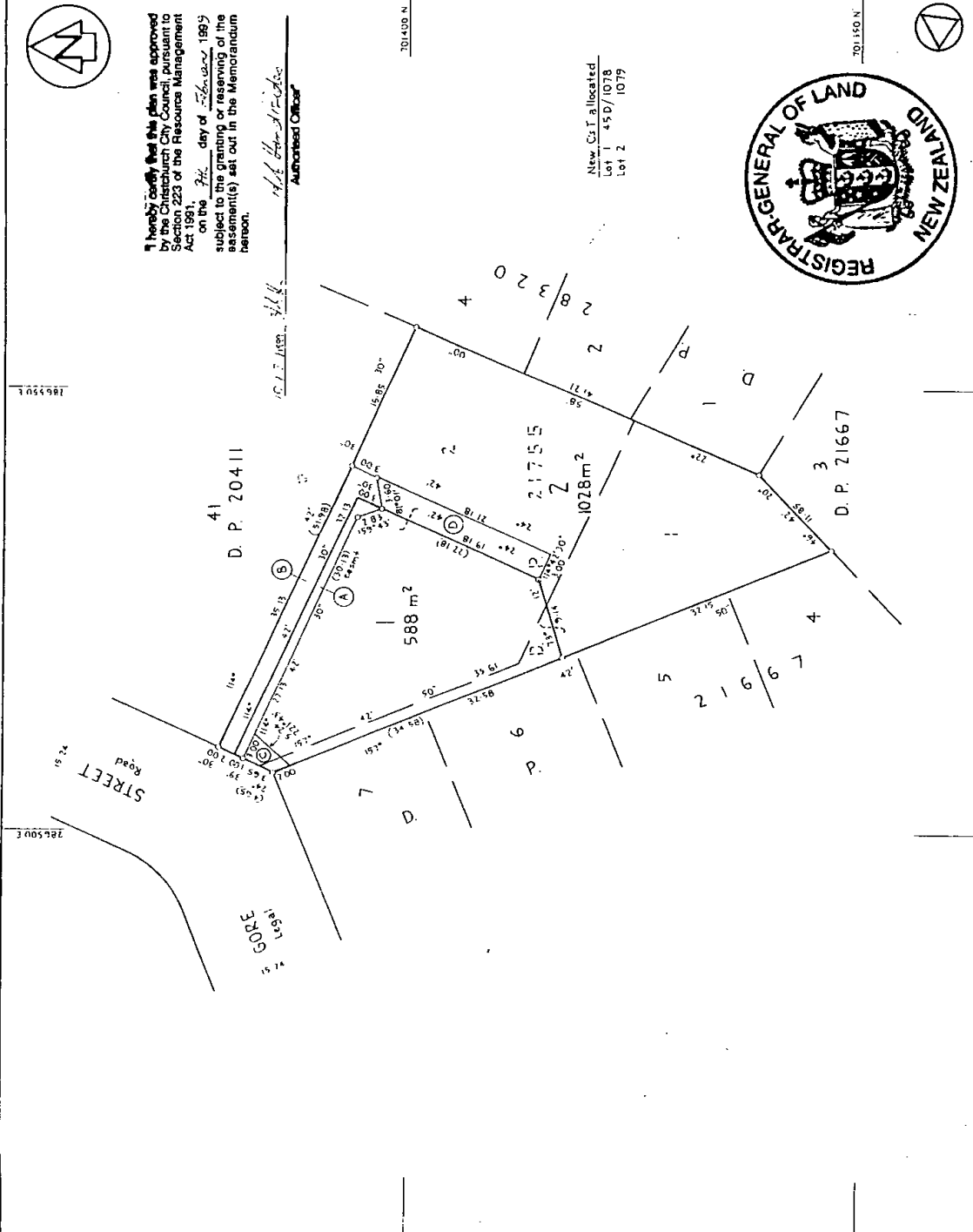
**Interests**

407090 Building Line Restriction - 26.10.1954 at 10.24 am  
604087 Transfer creating the following easements - 8.7.1963 at 10.30 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Lot 4 Deposited Plan 21667 - CT CBA1/1257	Yellow DP 21667	Part formerly Lot 1 DP 21755 - herein	
Right of way	Lot 7 Deposited Plan 21667 - CT CB34D/872	Yellow DP 21667	Part formerly Lot 1 DP 21755 - herein	
Right of way	Lot 7 Deposited Plan 21667 - CT CB36B/995	Yellow DP 21667	Part formerly Lot 1 DP 21755 - herein	

The above easements created by Transfer 604087 are subject to Section 37(1)(a) Counties Amendment Act 1961  
Subject to a right of way, rights to drain water and sewage, to convey water, electric power and telephonic communications over part marked C on DP 302005 , and a right to drain sewage, to convey water, electric power and telephonic communications marked F on DP 302005 specified in Easement Certificate 5067350.3 - 3.8.2001 at 2:28 pm  
The easements specified in Easement Certificate 5067350.3 are subject to Section 243 (a) Resource Management Act 1991  
Appurtenant hereto is a right of way, and rights to drain water and sewage, to convey water, electric power and telephonic communications specified in Easement Certificate 5067350.3 - 3.8.2001 at 2:28 pm  
The easements specified in Easement Certificate 5067350.3 are subject to Section 243 (a) Resource Management Act 1991  
5922807.1 Resolution pursuant to Section 243(f)(ii) Resource Management Act 1991 cancelling the easement condition on plan 21667 described as right of way over Lot 5 DP 21667 coloured yellow appurtenant hereto described in Transfer 604087 - 5.3.2004 at 9:00 am  
10808501.3 Mortgage to Westpac New Zealand Limited - 23.6.2017 at 4:29 pm

<p>Approvals</p> <p>Registered Owners</p>	<p>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 29th day of January 1999</p> <p><i>[Signature]</i> Authorised Officer</p>	<p>Memorandum of Easements</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Nature</th> <th>Servient Tenement Lot No.</th> <th>Dominant Tenement</th> </tr> </thead> <tbody> <tr> <td>R.O.W. Right to convey water</td> <td>1</td> <td>A</td> </tr> <tr> <td>electric power &amp; telephonic communications</td> <td>2</td> <td>B</td> </tr> <tr> <td>Right to drain sewage</td> <td></td> <td></td> </tr> <tr> <td>Right to drain sewage</td> <td>1</td> <td>C</td> </tr> <tr> <td>Right to convey water, electric power &amp; telephonic communications</td> <td>2</td> <td>D</td> </tr> <tr> <td>Right to drain water</td> <td></td> <td></td> </tr> </tbody> </table>	Nature	Servient Tenement Lot No.	Dominant Tenement	R.O.W. Right to convey water	1	A	electric power & telephonic communications	2	B	Right to drain sewage			Right to drain sewage	1	C	Right to convey water, electric power & telephonic communications	2	D	Right to drain water		
Nature	Servient Tenement Lot No.	Dominant Tenement																					
R.O.W. Right to convey water	1	A																					
electric power & telephonic communications	2	B																					
Right to drain sewage																							
Right to drain sewage	1	C																					
Right to convey water, electric power & telephonic communications	2	D																					
Right to drain water																							
<p>Total Area 1616 m<sup>2</sup></p> <p>Comprised in C.T. 5C/108</p>		<p>I, Colin Edgar, Head of Survey, Registered Surveyor and holder of an annual practicing certificate for 1999, do hereby certify that this plan has been made from surveys conducted in accordance with the provisions of the Survey Act 1976 and that the boundaries and areas shown are correct and that the easements shown are in accordance with the provisions of the Survey Act 1976.</p> <p>Dated at Christchurch, on the 28th day of January 1999</p> <p><i>[Signature]</i> Surveyor</p>																					
<p>Approved as to Survey</p> <p>18/1/1999</p> <p><i>[Signature]</i> Chief Surveyor</p>		<p>Register General of Land</p> <p>11-2-99</p> <p>DP80203</p>																					



LAND DISTRICT Canterbury

Survey Blk. & Dist. XIV Christchurch

NZMS 261 Sheet

Scale 1: 300

Date December 1998

TERRITORIAL AUTHORITY: Christchurch, City

Surveyed by: Frizzell & Associates 5485

Scale 1: 300

Date December 1998

Lots 1 & 2 being subdivision of Lots 1 & 2

D.P. 21755

D.P. 21667

1538  
NE

**PAPARUA COUNTY COUNCIL**

407090 BLR

REFERENCE:  
IF CALLING PLEASE  
ASK FOR

P.O. Box 11011  
SOCKBURN  
CHRISTCHURCH. 4

8th October, 1970

The District Land Registrar,  
Lands and Deeds Department,  
Private Bag,  
CHRISTCHURCH.

Dear Sir,

Re: Subdivision of Lot 38 D.P. 19278 Pt R.S. 210  
being C.T. 735/36 Block XIV Christchurch Survey  
District.

At a recent meeting of my Council, it was resolved that pursuant to Section 31 of the Counties Amendment Act, 1961, that building line restriction No. 407090 imposed on the above mentioned lot should be reimposed on the two lots concerned in the subdivision.

It should be pleased if this building line restriction could be recorded.

Yours faithfully,

*Stephens*  
County Engineer





COPY

8th October, 1970

The District Land Registrar,  
Lands and Deeds Department,  
Private Bag,  
CHRISTCHURCH.

Dear Sir,

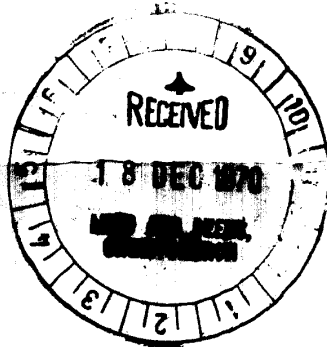
Re: Subdivision of Lot 38 D.P. 19278 Pt R.S. 210  
being C.T. 735/36 Block XIV Christchurch Survey  
District

At a recent meeting of my Council, it was resolved that pursuant to Section 31 of the Counties Amendment Act, 1961, that building line restriction No. 407090 imposed on the above mentioned lot should be reimposed on the two lots concerned in the subdivision.

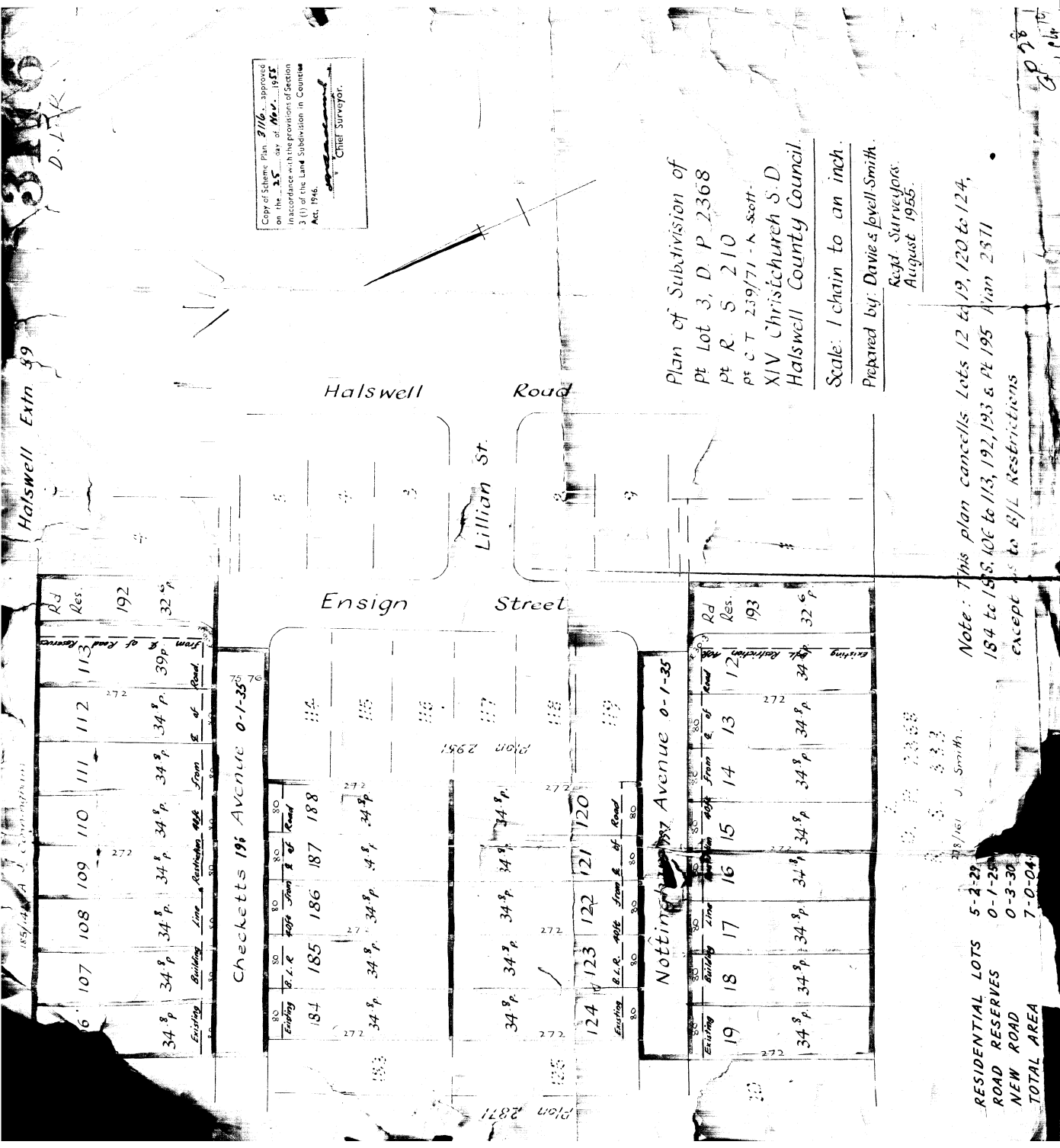
I should be pleased if this building line restriction could be recorded.

Yours faithfully,

*Highland*  
County Engineer.



28360



Copy of Scheme Plan 2116, approved on the 25<sup>th</sup> day of Nov. 1955, in accordance with the provisions of Section 3 (1) of the Land Subdivision in Counties Act, 1946.

Chief Surveyor.

Plan of Subdivision of  
 Pt Lot 3, D. P. 2368  
 Pt R. S. 210  
 Pt C. T. 259/71 - A. Scott  
 XIV Christchurch S. D.  
 Halswell County Council.

Scale: 1 chain to an inch.

Prepared by: Davies & Lovell Smith.

Regd. Surveyors.  
 August 1955.

Note: This plan cancels Lots 12 to 19, 120 to 124, 184 to 195, 106 to 113, 192, 193 & Pt 195 A Plan 2511 except as to B/L Restrictions

RESIDENTIAL LOTS 5-2-29  
 ROAD RESERVES 0-1-20  
 NEW ROAD 0-3-30  
 TOTAL AREA 7-0-04

31/10/55  
 J. Smith

PARTIAL REVOCATION OF BUILDING LINE RESTRICTION

Pursuant to the provisions of Section 7 (3) of the Land Subdivision in Counties Act 1946 I, JOHN MAXWELL GRANT, Chief Surveyor, Canterbury and District, hereby give notice that the Building Line Restriction registered as Number 407090 (Canterbury Registry) is revoked insofar as it affects Lots 43 and 44 P. 20411, part Rural Sections 210 and 333 contained in Part Certificate of Title Volume 799 folio 66 (Canterbury Registry)

Given under my hand this *29<sup>th</sup>* day of *September* 1960.

*John Maxwell Grant*  
Chief Surveyor.

*affects part of 8/4 407090. C.T. 799/66.  
Noted on 10/20/60  
T. B. 10.60.*

18  
Revocation of B.L.R.  
407090

Particulars entered in Register-book

Vol. 799 folio 66

29 SEP 1960  
the day of 19 at 9.5 am

*Asst Registrar*  
Asst Registrar



<b>LAND &amp; DEEDS</b>
Notes: <i>Rev. of B.L.R.</i>
From: <i>CS</i>
29 SEP 1960
Time: <i>9.5</i>
Act & <i>7.102</i>
Contract No. <i>5799</i>



7 OCT 1966  
1/14/66(2367)

The Land and Deeds Registry Office.

Private Bag, CHRISTCHURCH.

16 September 1966

Messrs Malley, Sen, Brown and Mahon,  
Barristers and Solicitors,  
P. O. Box 1202, CHRISTCHURCH.

Transfer No. 690572

Mortgage No. \_\_\_\_\_

No. \_\_\_\_\_

PARTIES: K. SMITH

TO: R. B. LAURIE & ANOR.

Registration of the above-mentioned document(s)  
cannot be completed until the following requisition is  
satisfied. Your early attention to this matter will  
be appreciated.

**Please express the land in Certificate of Title  
6B/997 as subject to Building Line Condition in Notice 407090.**

L. ESTERMAN

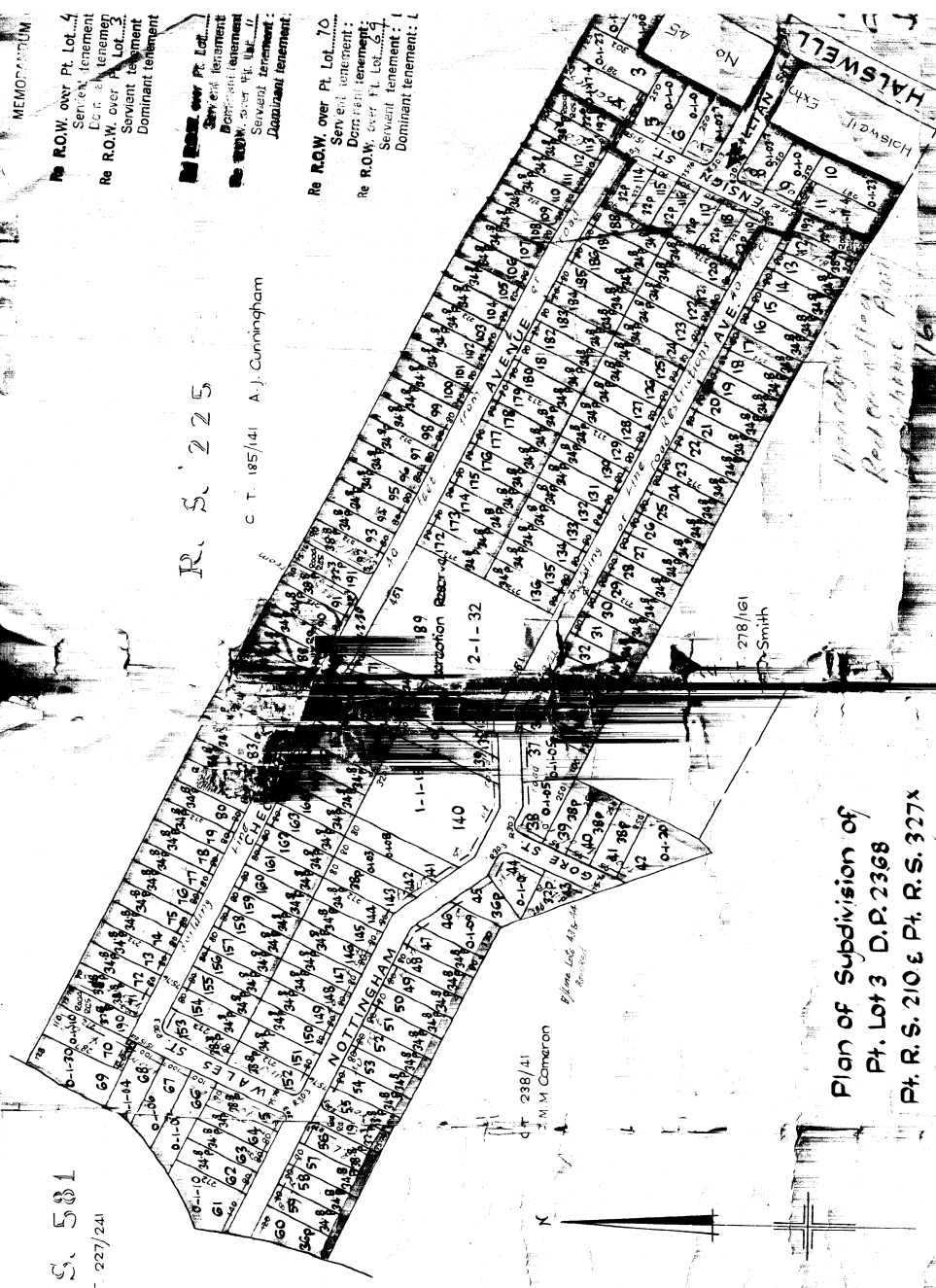
District Land Registrar

MEMORANDUM

- Re R.O.W. over Pt. Lot... 4  
Servient tenement  
L.C. 2-1-32
- Re R.O.W. over Pt. Lot... 3  
Servient tenement  
Dominant tenement
- Re R.O.W. over Pt. Lot...  
Servient tenement  
Dominant tenement
- Re R.O.W. over Pt. Lot... 70  
Servient tenement :  
Dominant tenement :  
L
- Re R.O.W. over Pt. Lot... 67  
Servient tenement :  
Dominant tenement :  
L

R. S. 225

C. T. 185/41 A. J. Cunningham



R. S. 581  
C. T. 227/241

Plan of Subdivision of  
Pt. Lot 3 D.P. 2368  
Pt. R. S. 210 & Pt. R. S. 327x  
Pt. C. T. 239/71 K. Scott  
XIV Christchurch S. D.  
Canterbury Land District  
Halswell County Council

Scale: 3 chains to an inch

Approved by David E. Lovell-Smith  
Local Surveyors  
Sept. 1954

Schedule of Areas

Building Lots	45-1-39.2
Recreation Reserve	2-1-32
New Road	7-2-30
Road Reserve	1-0-02.4
<b>Total</b>	<b>56-2-23.8</b>

2871 approved  
1374  
day of Oct. 1954  
in accordance with the provisions of Section  
310 of the Land Stipulations in Counties  
Act, 1954  
Chief Surveyor.

Image Quality due  
to Condition  
of Original

407090 BLR

Notice No. 128

INL 1538

NOTICE AS TO BUILDING RESTRICTION

SECTION 5 LAND SUBDIVISION ACT, 1946.

PURSUANT to Section 5 (4) of the Land Subdivision in Counties Act, 1946, I, HAROLD ARTHUR ADAMS, Chief Surveyor, Canterbury Land District, hereby give notice of the Scheme Plan of the Town of Halswell Extension Number 2871 in the office of the Chief Surveyor at Christchurch, a subdivision of Part Lot 3 D.P. 2368 part Rural Sections 327<sup>x</sup> and comprised in part of Certificate of Title Volume 3 Folio 71 (Canterbury Registry) Lots 3 to 11 and 114 to 119 are subject to the condition that no buildings or hoardings shall be erected within 40 feet of the centre line of Ensign Street; Lots 12 to 38, 44 to 65, and 119 to 152 are subject to the condition that no buildings or hoardings shall be erected within 40 feet of the centre line of Nottingham Avenue; Lots 38 to 44 are subject to the condition that no buildings or hoardings shall be erected within 40 feet of the centre line of Gore Street; Lots 45 to 70 and 152, 153 are subject to the condition that no buildings or hoardings shall be erected within 40 feet of the centre line of Wales Street; Lots 71 to 114 and 153 to 188 are subject to the condition that no buildings or hoardings shall be erected within 40 feet of the centre line of Checketts Avenue; Lots 11 and 12, Lots 55 and 56, Lots 70 and 71, Lots 91 and 92 are subject to the condition that no buildings or hoardings shall be erected within 40 feet of the centre lines of the Road Reserve (Lots 189, 190 and 191) adjoining those lots, all as shown on said Scheme Plan.

of/on 44 revoked

of/on 53 & 54 revoked

GIVEN under my hand this 10 day of October 1954.

H. Adams  
Chief Surveyor.

Building line restriction  
applies to CT 2368  
vol 3 of 2368

407090

Notice re Building Line

Particulars of the same

Vol. 239

No 26 Oct 1944

Mr. Howarth  
and Reg.



Revocation of the within Building Line  
Restriction as to Lots 43 and 44 D.P.  
20211 (N.C. 1944/66) entered 29/10/44  
at 9.5 am  
G. H. Howarth

The within building line restriction  
is hereby removed in so far  
as it affects Lots 1 and 2 D.P. 20360  
- 12/2/47 (C. 1946) K. H. Howarth

No 945215 re-imposing the  
within building line restriction in so  
far as it affects Lots 1 and 2 D.P. 20956  
- 1-2-1974 at 1.30 pm  
A. L. Howarth

No 24675/1 varying the within  
building line restriction in so far  
as it affects lots 140 and 143  
D.P. 19278 and Lot 141 D.P. 2041  
- 11/2/1975 at 9.36 am.  
K. H. Howarth

LAND & DEEDS

Date: 26 OCT 1954

Time: 11

024090



10/-

604087 TE

Approved by the D.L.R. Canterbury. 51/337029

(C)

[New Zealand]

# Memorandum of Transfer

WHEREAS THE CHAIRMAN COUNCILLORS AND INHABITANTS OF THE COUNTY OF HALSWELL

A151

See stating Inside

are being registered as the proprietor of an estate<sup>1</sup> in fee simple

1. Here state nature of the estate or interest.

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

2. District, County Hundred or Township.

underwritten or endorsed hereon in all that piece of land situated in<sup>2</sup> Block XIV of the Christchurch Survey District

3. Here state area, exclusive of roads intersecting the same, if any.

containing<sup>3</sup> NINETEEN AND TWO TENTHS PERCHES (19.2 per)

4. Here state the area exclusive of roads intersecting the same, if any, also rights of way, privileges or easements, if any, intended 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 deposited in the Lands Registry Office.

be the same a little more or less being<sup>4</sup> Lot 1 on Deposited Plan Number 21755 part Rural Section 333 and being the whole of the land comprised and described in Certificate of Title Register IC Folio 1394 SUBJECT TO (1) A condition as to buildings and hoardings imposed by Notice 407090 (2) Fencing Covenants contained in Transfers 540088 and 582083 (3) Right of Way appurtenant to Lot 2 on Deposited Plan Number 21755 reserved by Transfer 582083 and TOGETHER WITH Right of Way over part Lot 2 on Deposited Plan No. 21755 granted by Transfer 582083 (hereinafter referred to as the first above described land)

AND WHEREAS GORDON DONALD CAMERON of Christchurch, Farmer, is registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are not fixed by memoranda underwritten or endorsed hereon in all that piece of land situated in Block XIV of the Christchurch Survey District containing TWO ROADS TWENTY-SEVEN AND SIX-TENTHS PERCHES (2 ro. 27.6 per.) being Lots 5, 6, and 7, on Deposited Plan No. 21667, part Rural Section 333, and being part of the land in Certificate of Title Register A1 Folio 51 SUBJECT TO a condition as to buildings and hoardings imposed by Notice 465388 (hereinafter referred to as the secondly above described land)

AND WHEREAS AUSTRALIAN MUTUAL PROVIDENT SOCIETY carrying on business in Wellington, 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 herein in all that piece of land situated in Block XIV of the Christchurch Survey District containing THIRTY-SIX AND EIGHT-TENTHS PERCHES (36.8 per.) being Lot 4 on Deposited Plan No. 21667 part Rural Section 333, and being the whole of the land comprised and described in Certificate of Title Register A1 Folio 1257 SUBJECT TO (1) A condition as to buildings and hoardings imposed by Notice 465388 (2) Fencing Covenant in Lease No. 562769 (3) Memorandum of Lease No. 562769 (hereinafter referred to as the thirdly above described land).

AND WHEREAS the said Gordon Donald Cameron and Australian Mutual Provident Society have agreed to grant unto the said The Chairman Councillors and Inhabitants of the County of Halswell, a right of way over that part of the secondly above described land and that part of the thirdly above described land as are coloured yellow and marked Proposed R.O.W. on Deposited Plan No. 21667 appurtenant to the first above described land in the terms hereinafter set forth.

AND WHEREAS in consideration of the sum of TWENTY POUNDS (£20) paid to the said Gordon Donald Cameron by the said The Chairman Councillors and Inhabitants of the County of Halswell (the receipt of which sum is hereby acknowledged)

IN CONSIDERATION OF THE SUM OF  
NOW THIS DEED WITNESSETH as follows:--  
For the consideration aforesaid the said Gordon Donald Cameron and Australian Mutual Provident Society DO EACH OF THEM HEREBY TRANSFER AND GRANT unto the said The Chairman Councillors and Inhabitants of the County of Halswell, their heirs successors and assigns and their tenants servants agents workmen and visitors and persons having business with them a free and perpetual right of way ingress egress and regress on horseback or on foot and with or without implements and vehicles of every description loaded or unloaded by night as well as by day in over and upon these parts of the secondly above described land and that part of the thirdly above described land as are coloured yellow and marked Proposed R.O.W. on Deposited Plan No. 21667 giving access to and from the first above described land and any part thereof and to and from the public road known as Gore Street as shown on Deposited Plan No. 21667 TO THE INTENT that such easement of right of the receipt of which sum is hereby acknowledged

STAMP  
D.L.R. STAMP BOOK CS  
- 9 11 63 5 09 8  
N-00000300 011

~~But hereby Transfer to the said~~

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

~~estate and interest in the said piece of land~~

way hereby created shall be forever appurtenant to the first above described land.

In Witness whereof these presents have been executed this 21st day of March one thousand nine hundred and sixty three

THE SEAL of ~~Signed by~~ the said THE CHAIRMAN COUNCILLORS AND INHABITANTS OF THE COUNTY OF HALSWELL was hereunto affixed in the presence of:

*J. Y. Pethig* Chairman  
*L. R. ...* County Clerk.



~~in the presence of~~

Witness—

~~Name~~ .....

~~Occupation~~ .....

~~Address~~ .....

6. Witness must be a Solicitor, Justice of the Peace, or Postmaster.

WE, OSWALD LESLIE BENNETT and  
 HECTOR SELWYN BEAUMONT both of  
 the City of Wellington, Life Assurance Officers, solemnly and sincerely declare:—

1. THAT we are respectively ASSISTANT MANAGER and ASSISTANT MANAGER for New Zealand of the Australian Mutual Provident Society and as such are Attorneys in New Zealand for the said Society pursuant to the provisions of a Power of Attorney under the Seal of the said Society dated at Sydney in Australia the 8th day of January, 1958, in favour of HUME McPHERSON COLLIE of Wellington the Manager for New Zealand of the said Society or other the Manager for New Zealand of the said Society for the time being OSWALD LESLIE BENNETT, CECIL ALBERT BLAZEY and HECTOR SELWYN BEAUMONT all of Wellington, Assistant Managers for New Zealand of the said Society or other the Assistant Managers or Assistant Manager for New Zealand of the said Society for the time being DAVID McCLELLAND HAY of Wellington, the Sub-Manager for New Zealand of the said Society or other the Sub-Manager for New Zealand of the said Society for the time being and WILLIAM TEGG WHITNEY of Wellington, the Accountant for New Zealand of the said Society or other the Accountant for New Zealand of the said Society for the time being a copy of which said Power of Attorney is deposited in the following Land Transfer Offices under the following numbers namely:—

Office:	Number:	Office:	Number:
Auckland	13307	Hokitika	22048
Blenheim	28228	Invercargill	154972
Christchurch	472944	Napier	138968
Dunedin	5811	Nelson	6 4050
Gisborne	59186	New Plymouth	2413
		Wellington	10740

2. THAT acting under and by virtue of the powers contained in the said Power of Attorney we have signed or executed the annexed Memorandum of Transfer by way of Grant of Easement.

on behalf of the said Society.

3. THAT we have received no notice actual or constructive of the revocation of the said Power of Attorney either through the winding-up of the said Society or otherwise.

AND WE SEVERALLY MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

SEVERALLY DECLARED at the City of Wellington this

3rd day of April 1963, before me:—

*[Handwritten signatures of Oswald Leslie Bennett and Hector Selwyn Beaumont]*

~~A Solicitor of the Supreme Court of New Zealand.~~

A Justice of the Peace in and for New Zealand

SIGNED by the said GORDON DONALD CAMERON in the presence of:

*G. Hambro*

*W. Rutaway*

*Solomon*

*Christchurch*

SIGNED by AUSTRALIAN MUTUAL PROVIDENT SOCIETY by two of its attorneys OSWALD, LESLIE BENNETT and VICTOR SELWYN PEARMONT in the presence of:

AUSTRALIAN MUTUAL PROVIDENT SOCIETY BY ITS ATTORNEYS

*W. E. Jones J.P.  
Rural Valuer  
Wellington*

*[Signature]*  
*[Signature]*

GORDON CHARLES HARDING of Christchurch, Motor Mechanic, and LORRAINE MARY HARDING his wife the lessees under and by virtue of Memorandum of Lease No. 562769 as joint tenants under the Joint Family Homes Act, 1950, affecting the thirdly above described land HEREBY CONSENT to the within easement of right of way.

DATED this 6<sup>th</sup> day of May 1963.

SIGNED by the said GORDON CHARLES HARDING and LORRAINE MARY HARDING in the presence of:-

*G. C. Harding*

*L. M. Harding*

*[Signature]*

*[Signature]*

THE STATE ADVANCES CORPORATION as mortgagee under and by virtue of Memorandum of Mortgage No. 562770 of Memorandum of Lease No. 562769 affecting the thirdly above described land and as Charge Holder under and by virtue of Charges Nos. 562772 and 575481, affecting the said Lease in the thirdly above described land HEREBY CONSENTS to the within easement of right of way.

DATED this 20<sup>th</sup> day of June 1963.

SIGNED on behalf of THE STATE ADVANCES CORPORATION OF NEW ZEALAND by authority of the Board of Management under the Common Seal of the Corporation with the written consent of the Minister of Finance and pursuant to Section 9 of the Finance Act 1948 by Macdonald Boyd an officer of the Corporation in the presence of:

*[Signature]*  
for and on behalf of the State Advances Corporation of New Zealand.

*[Signature]*  
*[Signature]*

ROW over Pt lots 5, 6, 7, DP 21667 (CTA1/51) and Pt lot 4 DP 21667 (CTA1/1257) col'd yellow on DP 21667 adjacent to lot 1 DP 21755 (C.T. 1C/1394)

T 604087.

604087

No.

Correct for the purposes of the Land Transfer Act

Transfer of

Easement of Right of Way

Situated in Block XIV of the Christchurch Survey District

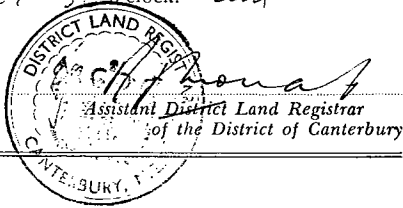
*Angela P. Withnail*  
Solicitor for the Purchaser.

13/1/63

THE CHAIRMAN COUNCILLORS AND INHABITANTS  
OF THE COUNTY OF HASELTRE Vendor  
GORDON DONALD CAMERON  
POST OFFICE BOX 1000 PurchaserXX  
CHRISTCHURCH

Particulars entered in Register Book,

Vol. *1C* Folio *1394: A1/51:*  
*A1/1257.*  
the *8 JUL 1963* 19  
at *10.30* o'clock. *am*



LAND & DEEDS
Time: <i>11 Fee</i>
<i>Harper PBP</i>
<i>11 JUL 1963</i>
Time: <i>10.10am</i>
Fee: <i>12: -</i>
<i>3879</i>

LAND & DEEDS
Time: <i>T Gro E</i>
<i>Harper PBP</i>
<i>-8 JUL 1963</i>
Time: <i>10.30am</i>
Fee: <i>1: -</i>
Abstract No. <i>3725</i>

HARPER, PASCOE, BUCHANAN & PENLINGTON  
Solicitors  
Christchurch

1766





# EASEMENT CERTIFICATE

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

I/We **DAVID JAMES MESSERVY, PATRICIA MARY MESSERVY and CYNTHIA LEAH MESSERVY**

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- 2001 under No. 302005 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, right to drain water and sewage, right to convey water, electric power and telephonic communications	1 DP 80203	C	1 & 2	
	1	A	1 DP 80203 and 2	
	2	B	1 DP 80203 and 1	
	1	D	2	
	2	E	1	
Right to drain sewage, right to convey water, electric power and telephonic communications	1 DP 80203	F	1 and 2	
Right to drain water	1 2	D E	1 DP 80203	

*Pm Messervy D. Messervy [Signature] WTT*

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:

**Annexure Schedule**

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

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**SCHEDULE B**

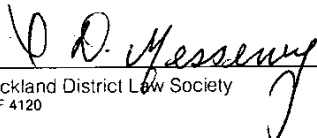
**RIGHTS AND POWERS**

**1 Interpretation**

In this instrument unless the context otherwise requires:

- 1.1. "the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.
- 1.2. "these conditions": means these conditions as they may be varied from time to time.
- 1.3. "costs" means the costs of the installation, creation, establishment, repair, maintenance, and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.
- 1.4. "dominant land" in relation to any easement means the land described in Schedule A to which the relevant easement is appurtenant.
- 1.5. "easement" means an easement recorded by this certificate.
- 1.6. "energy supply area" means that part of the land described in Schedule A as being subject to a right to convey electric power.
- 1.7. "energy supply easement " means the rights recorded by this certificate in relation to each energy supply area
- 1.8. "the grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant.
- 1.9. "the grantee and other authorised persons" in relation to any easement means the grantee and the agents, employees, contractors, tenants, licensees and invitees of the grantee and all other persons authorised or invited by the grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.
- 1.10. "the grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

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

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- 1.11. "the grantor and other authorised persons" in relation to any easement means the grantor and the agents, employees, contractors, tenants, licensees and invitees of the grantor and all other persons authorised or invited by the grantor to enjoy the relevant easement and, where the context so admits, means any of such persons.
- 1.12. "right of way area" means that part of the land described in Schedule A as being subject to a right of way
- 1.13. "right of way easement" means the rights recorded by this certificate in relation to each right of way.
- 1.14. "servient land" in relation to any easement means the land described in Schedule A which is subject to the relevant easement.
- 1.15. "sewage drainage area" means that part of the land described in Schedule A as being subject to a right to drain sewage.
- 1.16. "sewage drainage easement" means the rights recorded by this certificate in relation to each sewage drainage area.
- 1.17. "telephone service area:" means that part of the land described in Schedule A as being subject to a right to convey telephonic communications.
- 1.18. "telephone service easement" means the rights recorded by this certificate in relation to each telephone service area.
- 1.19. "water drainage area" means that part of the land described in Schedule A as being subject to a right to drain water.
- 1.20. "water drainage easement" means the rights recorded by this certificate in relation to each water drainage area.
- 1.21. "water supply area" means that part of the land describe in Schedule A as being subject to right to convey water.

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.

*P D Messervey*

*Phil Messervey*

*WTT*

*P D Messervey*

**Annexure Schedule**

Insert below  
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1.22. "water supply easement" means the rights recorded by this certificate in relation to each water supply area.

**2 General provisions relating to easements**

The following provisions are applicable to the easements recorded by this certificate:

- 2.1. Each grant shall be for all time.
- 2.2. No power is implied in respect of any easement for the grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- 2.3. The provisions of this easement certificate are in addition to those set out in the seventh schedule to the Land Transfer Act 1952 and in the event of any inconsistency, the provisions of this certificate shall prevail.

**3 Right of way easements**

The following shall apply to each right of way easement:

- 3.1. The grantee and other authorised persons have the right (in common with the grantor and other authorised persons) to pass and re-pass;
  - 3.1.1 On foot with or without domestic animals of any kind; and
  - 3.1.2 With motor and other vehicles, laden and unladen, machinery and implements of any kind

for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.

**4 Energy supply easements**

The following provisions shall apply to each energy supply easement:

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*P. D. Messervey*

*P. D. Messervey*

*CST*

*[Signature]*

**Annexure Schedule**

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

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- 4.1. The grantee and other authorised persons have the right (in common with the grantor and all others having the like right) to lead and convey electricity or electric impulses without interruption or impediment (except during any periods of necessary renewal and/ repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.

**5 Telephone service easements**

The following provisions shall apply to each telephone service easement:

- 5.1. The grantee and other authorised persons have the right (in common with the grantor and all others having the like right) to convey telephone, facsimile, internet and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the telephone service area to the dominant land.

**6 Water drainage easements**

The following provisions shall apply to each water drainage easement:

- 6.1. The grantee and other authorised persons have the right (in common with the grantor and all others having the like right) to convey water (whether rain, tempest, spring, soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the water drainage area.

**7 Water supply easements**

The following provisions shall apply to each water supply easement:

- 7.1. The grantee and other authorised persons have the right (in common with the grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during and periods of necessary cleaning, renewal and/or repair) through pipes and conduits laid or to be laid under the surface of and through the soil of the water supply area to the dominant 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.

*Y. D. Messervey* *Am. Messervey* *WTT* *T. P. Messervey*

Annexure Schedule

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

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**8 Sewage drainage easements**

The following provisions shall apply to each sewage drainage easement:

- 8.1. The grantee and other authorised persons have the right (in common with the grantor and all others having the like right) to drain, discharge or convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the sewage drainage area.

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.

*P. D. Messervey*

*P. D. Messervey*

*cut*

*[Signature]*

□

**Annexure Schedule**

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

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**SCHEDULE C**

**Terms and conditions**

**1. Right of Way easement**

1.1 [optional clause] The right of way shall at all times be kept in good order and repair to the satisfaction in all respects of the Chief Engineer of the relevant Local Authority for the time being of the relevant local authority having jurisdiction over the same or, where no local authority has jurisdiction, to the satisfaction of the Grantor and the Grantee.

1.2 The cost of forming, renewing, maintaining or repairing the same or any part thereof, shall be borne by the Grantor and the Grantee in shares proportionate to their use of the same.

**2. Sewage Drainage Easement, Water Drainage Easement, Water Supply Easement, Energy Supply Easement and Telephone Service Easement**

The costs of laying, inspecting, cleansing, repairing, maintaining, and renewing the conduits, cables or pipes or any part thereof shall be borne by the Grantee and Grantor in shares proportionate to their use of the same.

**3. Sewage Drainage Easement, Water Drainage Easement and Water Supply Easement**

The pipes shall at all times be kept in good order and repair to the satisfaction in all respects of the Chief Engineer of the relevant Local Authority for the time being of the relevant local authority having jurisdiction over the same.

**4. General terms and conditions relating to all Easements**

The following provisions are applicable to the easements recorded by this certificate;

4.1 If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:

4.1.1. The other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such

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*P. D. Messeray* *P. D. Messeray* *WTT* *Y. D. Messeray*

Annexure Schedule

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

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obligation and stating that, after the expiration of 7 days from service of the default notice the other party may perform such obligation;

4.1.2. If at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:

4.1.2.1. perform such obligation; and

4.1.2.2. for that purpose enter the relevant servient land or dominant land and carry out any work;

4.1.3. The defaulting party shall be liable to pay to the other party the costs of the default notice and the proportion of costs recorded in Schedule C;

4.1.4. The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

4.2. The grantor shall not do any act which impedes, interferes with or restricts the rights of the grantee and other authorised persons in relation to any easement.

4.3

4.3.1. The grantee may for the purpose of complying with any obligation of the grantee under this certificate in relation to any easement:

4.3.1.1. enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and

4.3.1.2. remain on the servient land for such time as is reasonable for the purpose of performing such obligation.

4.3.2. In exercising any rights under this subclause the grantee shall:

4.3.2.1. cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and

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.

*C. Messerney*

*A. Messerney*

*WTT*

*[Signature]*

Annexure Schedule

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

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4.3.2.2 forthwith make good any damage done to the servient land and to the occupier of the servient land.

- 4.4 The grantor shall not at any time allow to exist or erect any building or structure or permit any tree, shrub or plant to exist on any part of those lands identified in Schedule A as being subject to the easements set out in Schedule A.
- 4.5 The parties shall pay all costs incurred in connection with the easements created by this certificate in the proportions recorded in Schedule C, unless the incurring of costs was caused by the neglect, deliberate act or omission of either the grantor or grantee, in which case that party shall be responsible for the costs.
- 4.6 In the event of the Grantor and Grantee failing to agree as to any matter or thing affecting the easements created by this instrument, such dispute shall be referred to the arbitration of one person if the parties in dispute can agree upon one and if failing to agree then to the arbitration of two persons, one to be appointed by each party to the dispute and their umpire to be appointed by the two arbitrators and such dispute will be resolved under the provisions of the Arbitration Act 1996 and its amendments or any Act for the time in force and enacted in substitution thereof.

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.

*P. D. Messervey*

*P. D. Messervey*

*WTS*

*P. D. Messervey*

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

Dated this 15<sup>th</sup> day of July ~~xth~~ 2001.

Signed by the above-named David James Messervy,  
Patricia Mary Messervy and Cynthia Leah  
Messervy

*Ph Messervy, D. Messervy*  
*[Signature]*

in the presence of *[Signature]*  
Witness .....  
Occupation .....  
Address .....

**Gerard Joseph Thwaites**  
Solicitor  
Christchurch

*[Signature]*  
Correct for the purposes of the Land Transfer Act 1952  
(Solicitor for) the registered proprietor:

Approved by Registrar-General  
of Land under No. 1998/6031

# EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society  
REF: 4050

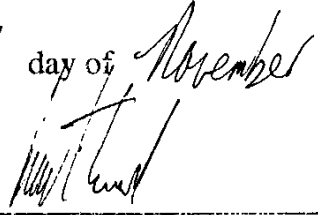
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(except for "Law Firm Acting")

**RESOURCE MANAGEMENT ACT 1991****REVOCATION OF EASEMENT****46 SANTA ROSA AVENUE  
LOT 5 DP 21667**

In the matter of DP 21667 and pursuant to Section 243(e) of the Resource Management Act 1991, I hereby certify that the Christchurch City Council has cancelled the condition as to the easements set out below, shown in the Memorandum of Easements endorsed on the said plan.

MEMORANDUM OF EASEMENTS			
Nature	Servient Tenement		Dominant Tenement
	Lot No	Coloured	
Rights of Way	5	Yellow	Lot 1 DP 21755

Dated 7 day of November 2001

  
Robert David Pritchard  
Authorised Officer  
(for the purposes of Section 243 of the  
Resource Management Act 1991)