

PROPERTY DOCUMENTS

Record of title

here

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir
Registrar-General
of Land

Identifier **580067**

Land Registration District **Canterbury**

Date Issued 05 September 2012

Prior References

CB15F/398 CB15F/399

Estate Fee Simple - 1/2 share

Area 1252 square metres more or less

Legal Description Lot 2 Deposited Plan 14231 and Part Lot 1 Deposited Plan 14231

Registered Owners

Holmes For Rent Limited

Estate Leasehold

Instrument L 9174332.4

Term 999 years from 1.7.1975

Legal Description Area 2 Deposited Plan 453144

Registered Owners

Holmes For Rent Limited

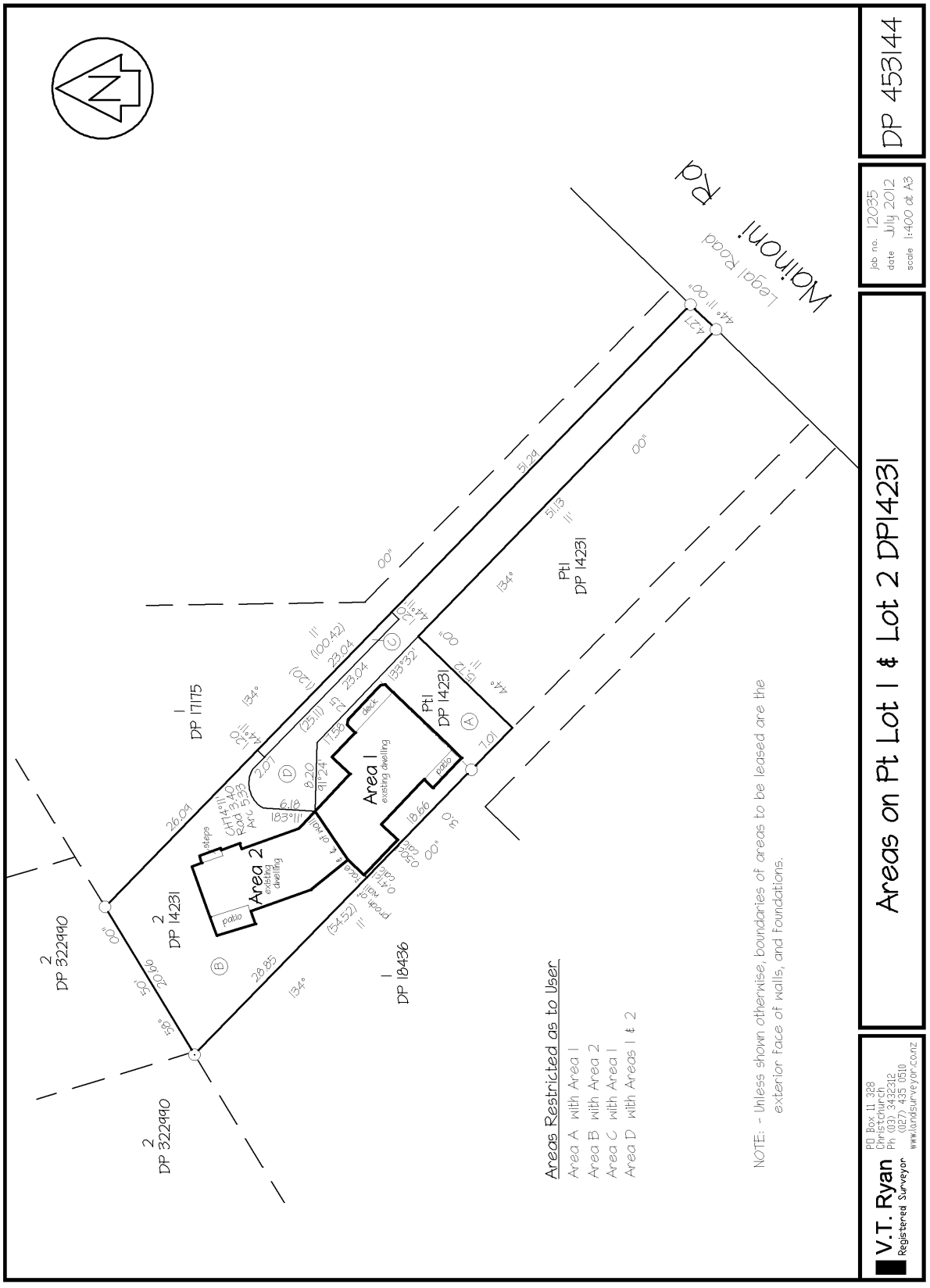
Interests

Subject to drainage rights (in gross) over part herein shown coloured pink on DP 10157 in favour of The Christchurch Drainage Board created by Transfer 202836 - 24.9.1932 at 10:00 am (affects fee simple)

Subject to a right (in gross) to drain water over part Lot 2 DP 14231 as shown on plan attached in favour of The Christchurch Drainage Board created by Transfer 106383.1 - 18.11.1976 at 2:00 pm (affects fee simple)

9174332.3 Lease of Area 1 Deposited Plan 453144 Term 999 years from 1.7.1975 Composite CT 580066 issued - 5.9.2012 at 4:23 pm (affects fee simple)

9174332.4 Lease of Area 2 Deposited Plan 453144 Term 999 years from 1.7.1975 Composite CT 580067 issued - 5.9.2012 at 4:23 pm (affects fee simple)


DP 453144
Areas on Pt Lot 1 & Lot 2 DP14231
job no. 12035
date July 2012
scale 1:400 at A3
V.T. Ryan
Registered Surveyor
PO Box 11 328
Christchurch
Ph (03) 3432312
(027) 435 0510
www.landsurveyor.conz
Wainoni Rd
Legal Road
Area 1
existing dwelling
Area 2
existing dwelling
deck
patio
steps
Pt1 DP 14231
2 DP 322990
1 DP 17175
2 DP 14231
1 DP 18436
Areas Restricted as to User
Area A with Area 1
Area B with Area 2
Area C with Area 1
Area D with Areas 1 & 2
NOTE: - Unless shown otherwise, boundaries of areas to be leased are the exterior face of walls, and foundations.

106383.1 TE

Approved by the D.L.R., Christchurch, No. 810227

MEMORANDUM OF TRANSFER

(GRANT OF RIGHT TO CONVEY AND DRAIN WATER)

WHEREAS GEORGE WILLIAM WHITLAM of Christchurch, School Teacher and BARBARA NELLIE WHITLAM his wife

are registered as the proprietors of an estate FIRSTLY in fee simple as to an undivided one-half share subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon

in all that piece of land situated in the City of Christchurch

containing ONE THOUSAND TWO HUNDRED AND FIFTY-TWO SQUARE METRES (1252m^2)

be the same a little more or less being Lot 2 and part Lot 1 on Deposited Plan 14231 being all the land comprised and described in Certificate of Title Volume 15F Folio 399 (Canterbury Land Registry)

SUBJECT TO Drainage rights granted by Transfer 202836
Fencing provision in Transfer 238149
Memoranda of Lease 48725/2 and 48725/3

AND SECONDLY of leasehold under and by virtue of Memorandum of Lease 48725/3 for a terms of 999 years from 1/7/75 in Flat 2 and Garage 2 on Deposited Plan 36382

AND WHEREAS JOHN CAMPBELL WHITLAM of Christchurch, Medical Practitioner is registered as proprietor of an estate FIRSTLY in fee simple as to an undivided one-half share in all that piece of land situated in the City of Christchurch containing ONE THOUSAND TWO HUNDRED AND FIFTY-TWO SQUARE METRES (1252m^2) being Lot 2 and part Lot 1 on Deposited Plan 14231 being all the land comprised and described in Certificate of Title Volume 15F Folio 398 (Canterbury Land Registry)

SUBJECT TO Drainage rights granted by Transfer 202836
Fencing provision in Transfer 238149
Memoranda of Lease 48725/2 and 48725/3

AND SECONDLY of leasehold under and by virtue of Memorandum of Lease 48725/2 for a term of 999 years from 1/7/75 in Flat 1 and Garage 1 on Deposited Plan 36382

AND WHEREAS the above registered proprietor (s) (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 take carry convey lead and drain

fluid and water (whether rain tempest storm spring artesian ground seepage or well or condensing or cooling or other water)

in any quantities and any other liquid or matter usually conveyed and carried in drains through over along or under those parts of the above described lands as are shown on the plan attached hereto and thereon described "Proposed S.W. Easement 2.0 Wide".

(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 drains of such sizes and specifications as the Board may from time to time think fit and with or without headwalls manholes valves and surface boxes and other appurtenant structures as the Board shall from time to time think fit through over along or under the easement line (such drains being piped drains ~~open drains~~ ~~open or piped drains as the Board from time to time thinks fit~~ Vary as applicable

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 headwalls manholes valves surface boxes and other appurtenant structures 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 under over or upon the easement line or plant trees upon or permit 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 headwall manhole valve or surface box or other appurtenant structures as aforesaid now in or on the easement line or any drain or headwall manhole valve or surface box or other appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage through such drain of any matter hereby authorised to be carried in the same.

3. THAT if the transferor does or knowingly suffers to be done anything which shall injure or damage any drain or headwall manhole valve or surface box or appurtenant structure as aforesaid now in or on the easement line or any drain or headwall manhole valve or surface box or appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage through such drain of any matter hereby authorised to be carried in 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 such free flow and passage aforesaid 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 anything laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected and if the level of the surface of the easement line shall be so altered or affected by the transferor as to make any drain headwall manhole valve or surface box or other appurtenant structures aforesaid unusable the transferor will forthwith at the option of the Board repair or amend the same or pay to the Board the cost of so doing.

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:-

1. THAT it will at all times hereafter repair and cleanse any drain to which these presents relate and which is now in the easement line and every drain which may hereafter be laid made constructed or erected by the Board 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.

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 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 provided further that the Board shall not be liable for any damage to any pipes in the easement line (save as provided in paragraph 1 of the Board's covenants) where in the exercise of the rights liberties or easements aforesaid such damage cannot reasonably be prevented.

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 any fluid water or matter hereinbefore referred to through any such drain as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.

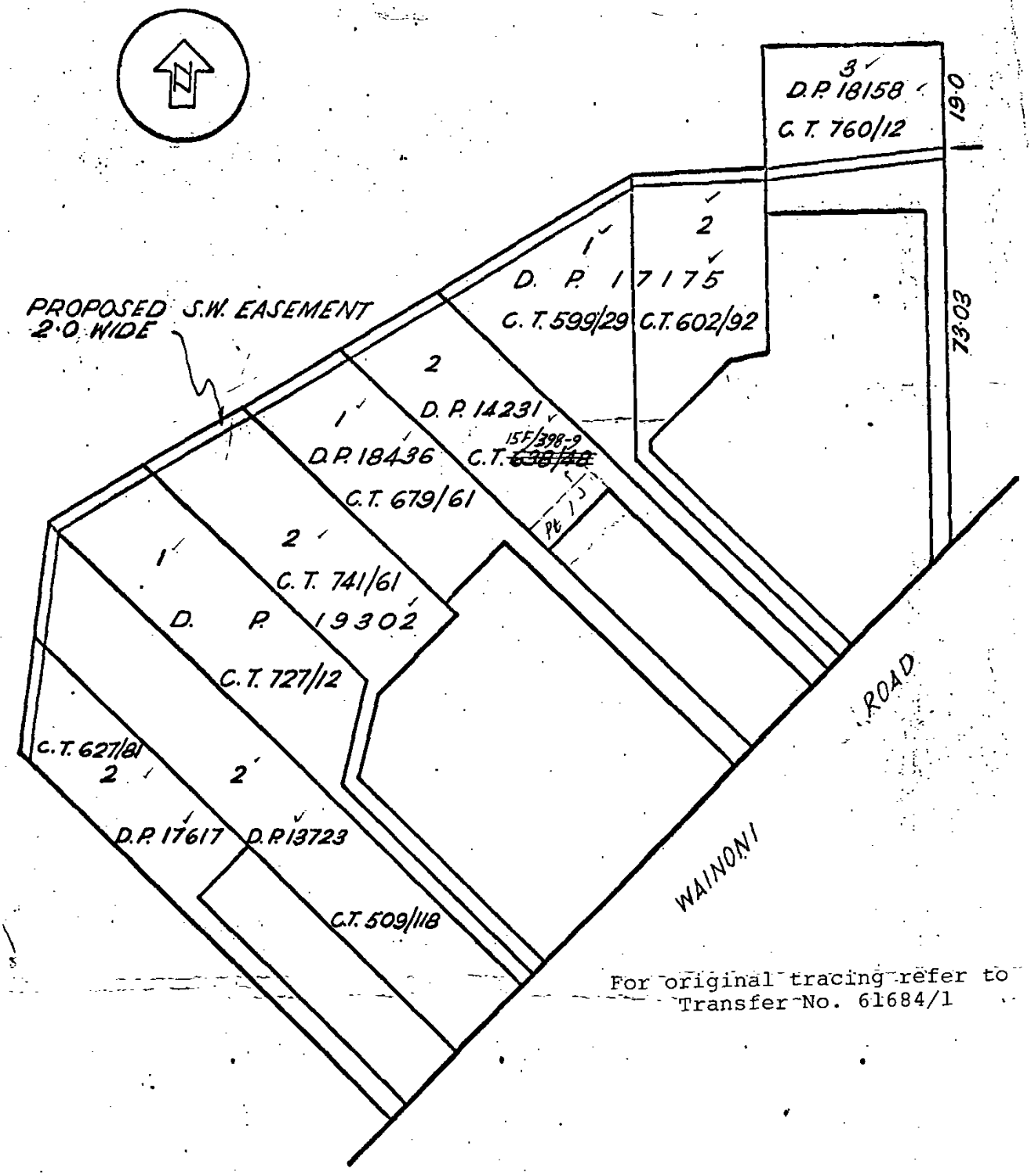
2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the transferor to be observed or performed shall be enforced by the Board only against the registered proprietor 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. Nothing herein contained shall be deemed to abrogate limit restrict or abridge any of the rights powers or remedies vested in the Board by statute.

4. 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.

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

~~** the existing equipment shelter on the northern boundary of the transferor's property which is erected within the easement line hereby created shall be allowed to stand provided that no additions by way of extra cladding, covering or any other additional structural or otherwise, are to be made and provided further that should the shelter be replaced or rebuilt at any time during the existence of the transfer hereby created shall be erected outside the line of the easement.~~



For original tracing refer to Transfer No. 61684/1

PROPOSED STORMWATER EASEMENT OVER LOT 2 D.P. 17617, LOT 2 D.P. 13723, LOTS 1 & 2 D.P. 19302, LOT 1 D.P. 18436, LOT 2 D.P. 14231, LOTS 1 & 2 D.P. 17175, AND LOT 3 D.P. 18158

SCALE 1:1000

X^d RJM 6/12

IN WITNESS whereof these presents have been executed by the parties hereto the 8th day of November one thousand nine hundred and seventy six

SIGNED by the said GEORGE WILLIAM WHITLAM and BARBARA NELLIE WHITLAM in the presence of:

JK Plunkett
Law Clerk to White Fox & Jones
Solicitors Christchurch

SIGNED by the said JOHN CAMPBELL WHITLAM in the presence of:

JK Plunkett
Law Clerk to White Fox & Jones
Solicitors Christchurch.

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

..... Chairman

..... Secretary

CONSENTS TO THE GRANT OF THE FOREGOING EASEMENT

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER

(Grant of Right to Convey and Drain Water)

Solicitor for the Transferee.

G.W., B.N. & J.C. WHITLAM *Transferor*

THE CHRISTCHURCH DRAINAGE BOARD *Transferee*

Particulars entered in the Register-Book

the

at o'clock

District Land Registrar
Assistant of the District of Canterbury

LAND & DEEDS
Nature: Transfer
Firm: Champion, Allan & Co.
Date:
Time:
Fee: $:
Abstract No.

CHAMPION, ALLAN & CO.
Solicitors,
CHRISTCHURCH

TURNERS LTD. 53926

CANTERBURY

NOV 18 2 00 PM '76

District Land Registry
Christchurch No.2

1063831/
15F/398

Affects C/Ts 248/25 - 253/110 - 178 - 179
265/57 - 379/134 - 377/70 - 389/247

(C.) **202836 TE** No. 375

MEMORANDUM OF TRANSFER

I ALICE MAUD DALZIEL wife of Gavin Dalziel of Christchurch Labourer

1. Here state nature of the estate or interest.

being registered as the proprietor of an estate[1] in fee simple subject however to such encumbrances, liens, and interests as are notified by Memorandum underwritten or endorsed hereon, in all that piece of land situated in the[2] Christchurch Survey District containing[3] One and two tenths perches be the same a little more or less[4] being part of Certificate of Title Volume 377 Folio 70 (Canterbury Registry) and being ~~that part of~~ Lot 1 coloured blue on the plan prepared by Frank Lewis Davie declared to by him on the twelfth day of February One thousand nine hundred and thirty two and lodged in the Land Transfer Office at Christchurch for checking and deposit on the seventeenth day of September One thousand nine hundred and thirty (10157) AND I ALBERT RICHARD EDWARD AMOR of Christchurch Engineer being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing One and two tenths perches be the same a little more or less being part of Certificate of Title Volume 379 Folio 134 (Canterbury Registry) and being ~~that part of~~ Lot 2 coloured pink on the said plan prepared by Frank Lewis Davie SUBJECT HOWEVER to Memorandum of Mortgage registered Number 150699 to Jeannie Orr Hunter and Ada Hunter and John Thomas Forbes AND SUBJECT FURTHER to Memorandum of Mortgage registered Number 156683 to John Southon AND I WALTER JOHN TAMPLIN of Christchurch Decorator being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing One and two tenths perches be the same a little more or less being part of Certificate of Title Volume 389 Folio 247 (Canterbury Registry) and being ~~that part of Lot~~ 3 coloured blue on the said plan prepared by Frank Lewis Davie SUBJECT HOWEVER to Memorandum of Mortgage registered Number 174246 to The Mutual Benefit Building and Investment Society of Canterbury (Permanent) AND I JOSEPH REED of Christchurch Plasterer being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing Two and seven tenths perches be the same a little more or less being part of Certificate of Title Volume 253 Folio 110 (Canterbury Registry) and being ~~that part of~~ Lot 4 coloured pink on the said plan prepared by Frank Lewis Davie SUBJECT HOWEVER to Memorandum of Mortgage registered

~~In consideration of the sum of~~ ~~the receipt of which sum~~ ~~hereby acknowledge~~

~~part to~~

Plans registered against all titles except Vol 265 Fol 57 Land transferred in part of Title Volume 265 Folio 57 Garnock Smith & Co Solicitors Christchurch 25 Sept 1933

Plans registered against all titles except Vol 265 Fol 57 Land transferred in part of Title Volume 265 Folio 57 Garnock Smith & Co Solicitors Christchurch 25 Sept 1933

the said mortgage No 156683 being subject to Memorandum of Mortgage No 181748 to John Pearce Whetter

two as numbers 10157

~~do hereby transfer~~ to the said

all estate [6] and interest in the said piece of land

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

In Witness whereof ha hereto signed name this

day of one thousand nine hundred and thirty

Signed by the said

in the presence of

Witness [7] Name .....

Occupation .....

Address .....

7. Should be Solicitor, Licensed Land Broker, Justice of the Peace, or Postmaster.

Signed by the said

in the presence of

Witness Name .....

Occupation .....

Address .....

Number 74427 to The Government Advances to Settlers Office Superintendent AND I ~~JAMES McNEILL~~ Jane Brennan Spinster of Christchurch ~~Merchant~~ being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing Two and seven tenths perches be the same a little more or less being part of Certificate of Title Volume 248 Folio 25 (Canterbury Registry) AND being ~~that part of~~ Lot 5 coloured blue on the said plan prepared by Frank Lewis Davie SUBJECT HOWEVER to Memorandum of Mortgage registered Number ~~179048~~ 182868 182860 to John Bean ~~AND SUBJECT FURTHER to Charging Order Absolute K.7492 lodged by Andrew Lees Limited~~ AND I HELENA MARIA MORGAN of Christchurch Widow being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing Three and two tenths perches be the same a little more or less being part of Certificate of Title Volume 265 Folio 57 (Canterbury Registry) and being ~~that part of~~ Lot 6 coloured pink on the said plan prepared by Frank Lewis Davie AND WE ISAAC MIDDLETON BOOKER of Christchurch County Council Foreman and SARAH ELIZABETH BOOKER his wife being registered as the proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing one and six tenths perches be the same a little more or less being part of Certificate of Title Volume 253 Folio 178 (Canterbury Registry) and being ~~that part of~~ Lot 7 coloured blue on the said plan prepared by Frank Lewis Davie SUBJECT HOWEVER to Memorandum of Mortgage registered Number 144213 to the State Advances Superintendent AND SUBJECT FURTHER to Memorandum of Mortgage registered Number 144252 to Andrew Snell AND ALSO being the registered proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in all that piece of land situated in the Christchurch Survey District containing Five Perches be the same a little more or less being part of Certificate of Title Volume 253 Folio 179 (Canterbury Registry) and being ~~that part of~~ Lot 8 coloured pink on the said plan prepared by Frank Lewis Davie SUBJECT HOWEVER to the said Memoranda of Mortgage registered Numbers 144213 and 144252 IN CONSIDERATION of the sum of TEN SHILLINGS paid to each of us the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James McNeill~~ Jane Brennan, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker by THE CHRISTCHURCH DRAINAGE BOARD incorporated under and pursuant to an Act of the General Assembly of New Zealand intituled "The Christchurch District Drainage Act 1907" hereinafter called the Board (the receipt of which several sums we hereby re-

spectively acknowledge) I the said Alice Maud Dalziel as to the firstly described land AND I the said Albert Richard Edward Amor as to the secondly described land and I the said Walter John Tamplin as to the thirdly described land and I the said Joseph Reed as to the fourthly described land AND I the said ~~James McNeill~~ Jane Brennan as to the fifthly described land AND I the said Helena Maria Morgan as to the sixthly described land and we the said Isaac Middleton Booker and Sarah Elizabeth Booker as to the Seventhly and Eighthly described lands DO and each and every one of us DOTH HEREBY TRANSFER AND GRANT unto the said Board its successors and assigns full and free right and liberty at all times hereafter to make and forever hereafter maintain a drain culvert or sewer through over along and under the said several pieces of land hereinbefore respectively described and for that purpose and for other the purposes of these presents with surveyors workmen horses carts waggons motor vehicles implements tools and other persons cattle vehicles and things to enter upon the said pieces of land or any or other one or more of them and the land contiguous thereto belonging to us the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James McNeill~~ Jane Brennan, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker and each and every one or more of us and to sink and to make trenches and shafts thereon and to remove and carry away in manner hereinafter mentioned all or any of the clay and gravel shingle stones and earth which shall be taken out of the said drain culvert or sewer for the purpose of carrying off waste and storm water and for all other purposes for which drains culverts or sewers are usually used AND from time to time and at reasonable times with surveyors workmen horses carts waggons implements tools and other persons cattle vehicles and things to enter into and upon the said pieces of land or any of them or any parts thereof shafts and trenches drain culvert or sewer and inspect the condition thereof and amend repair and cleanse the same AND from time to time for the purpose aforesaid or any of them to bring and place upon the said lands or any of them or any parts thereof and to remove therefrom such material machinery and other things as the said Board its successors or assigns shall think fit TO HOLD all and singular the said rights liberties easements and premises expressed to be hereby transferred and granted unto and to the use of the said Board its successors and assigns with under and subject to the powers and authorities of "The Christchurch District Drainage Act 1907" or any amendment thereof and to the covenants and conditions herein expressed or implied and on the part of the said Board its successors or assigns to be performed and observed AND we the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James McNeill~~ Jane Brennan, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker DO and each and every one or more of us for ourselves our executors administrators and assigns

DOTH HEREBY COVENANT with the said Board its successors and assigns that we will not build upon or plant or allow trees or any roots thereof to grow upon the said pieces of land hereinbefore described or any of them or any part or parts thereof AND will not do or suffer to be done anything which may in any way injure or damage the said drain culvert or sewer or any drain culvert or sewer which may hereafter be laid or made as aforesaid through upon or under the said pieces of land or any of them or any part or parts thereof or interfere with the free flow and passage of water through the same respectively AND that if we the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James~~ Jane Brennan ~~McNeill~~, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker our respective executors administrators or assigns shall do or knowingly suffer to be done anything which shall injure or damage the said drain culvert or sewer or any drain culvert or sewer which may hereafter be made upon the said pieces of land or any of them or any part or parts thereof or shall interfere with the free flow and passage of water through the same We the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James McNeill~~ Jane Brennan, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker or some or one or more of us our respective executors administrators or assigns shall and will forthwith at our or their own cost or expense properly and substantially repair and make good all such injury or damage and restore the free flow and passage of water through the said drain culvert or sewer and do all things necessary and expedient for the purposes aforesaid or any of them and that We the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James~~ Jane Brennan ~~McNeill~~, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker, our executors administrators and assigns and all and every persons lawfully or equitably claiming through or under us or them or any one or more of us 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 said Board its successors or assigns as by it or them shall be reasonably required AND the said Board doth hereby for itself its successors and assigns covenant with us the said Alice Maud Dalziel, Albert Richard Edward Amor, Walter John Tamplin, Joseph Reed, ~~James McNeill~~ Jane Brennan, Helena Maria Morgan, Isaac Middleton Booker and Sarah Elizabeth Booker and each and every one or more of us that it the said Board its successors or assigns will at all times hereafter maintain repair and cleanse the said drain culvert or sewer and every drain culvert or sewer which may hereafter be constructed or made in upon through over along or under the before described pieces of land or any of them or any part or parts thereof in such manner that the same shall not be a nuisance to the adjoining lands and that it the said Board its successors and assigns will re-

move 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 the repairing of any such drain culvert or sewer or in the formation thereafter of any drain culvert or sewer AND shall restore the surface of the adjoining land to as near its present condition as possible and will repair andmake good any damage which may be done to any fence or fences during the construction or maintenance of the said drain culvert or sewer IN WITNESS whereof the parties hereto have executed these presents this twenty ninth day of April One thousand nine hundred and thirty two.

SIGNED by the said Alice Maud Dalziel in the presence of:- Alice M Dalziel

wmb cowlishaw
Solicitor
Christchurch.

SIGNED by the said Albert Richard Edward Amor in the presence of:- A.R.E. Amor.

E.L. Prebble
Law Clerk to Garrick Cowlishaw & Co
Solicitors Christchurch

SIGNED by the said Walter John Tamplin in the presence of:- W.J. Tamplin

wmb cowlishaw
Solicitor
Christchurch

SIGNED by the said Joseph Reed in the presence of:- J Reed

E.L. Prebble
Law Clerk to Garrick Cowlishaw & Co
Solicitors Christchurch

~~SIGNED by the said James McNeill in the presence of:-~~ ~~James McNeill~~

~~wmb cowlishaw
Solicitor
Christchurch~~

SIGNED by the said Helena Maria Morgan in the presence of:- H.M. Morgan

J.L. Grenfell
Salesman
Christchurch

SIGNED by the said Isaac Middleton Booker in the presence of:- I.M. Booker

wmb cowlishaw
Solicitor
Christchurch

Signed by the said Jane Brennan in the Presence of } Jane Brennan

P P J Amodeo Solicitor Christchurch

SIGNED by the said Sarah Elizabeth Booker in the presence of:- } Sarah E Booker

W M Cambridge
Solicitor
Christchurch

THE COMMON SEAL of the Christchurch Drainage Board was affixed hereto at a meeting of the said Board duly convened and held at Christchurch the fourteenth day of May 1932 by the undersigned:-

Chairman

Secretary

WE JEANNIE ORR HUNTER ~~AND ADA HUNTER~~ both of Sumner near the City of Christchurch Spinsters, AND JOHN THOMAS FORBES of Palmerston North Builder, the Mortgagees under and by virtue of Memorandum of Mortgage registered Number 150699 HEREBY CONSENT to the foregoing transaction.

SIGNED by the said Jeannie Orr Hunter and Ada Hunter in the presence of:- } J. O. Hunter A. Hunter

R Macdonald
Solicitor
Christchurch

SIGNED by the said John Thomas Forbes in the presence of:- } J T Forbes

Vale Edwards
Architect
176 Princess St Palmerston N.

I JOHN SOUTHON of Christchurch dairyman the Mortgagee under and by virtue of Memorandum of Mortgage Number 156683 HEREBY CONSENT to the foregoing transaction.

SIGNED by the said John Southon in the presence of:- } John Southon

M W Nash
Land Broker
Christchurch

THE MUTUAL BENEFIT BUILDING AND INVESTMENT SOCIETY OF CANTERBURY (PERMANENT) as Mortgagee under and by virtue of Memorandum of Mortgage registered Number 174246 HEREBY CONSENTS to the foregoing transaction.

IN WITNESS whereof the Seal of the said society is hereto affixed this 31st day of May 1932 with the sanction of William Charles Bean Chairman of the Board of Directors thereof testified by his signature hereto in the presence of:-

W C Bean Chairman

Alfred Marshall Secretary

~~THE GOVERNMENT ADVANCES TO SETTLERS OFFICE SUPERINTENDENT the Mortgagee under and by virtue of Memorandum of Mortgage registered Number 74427 HEREBY CONSENTS to the foregoing transaction.~~

I JOHN BEAN of Christchurch Retired the Mortgagee under and by virtue of Memorandum of Mortgage registered Number ~~179943~~ 182860 HEREBY CONSENT to the foregoing transaction.

SIGNED by the said John Bean in the presence of:- John Bean

R R Prangley Managing Clerk for Messrs Wilding Acland & Stewart Christchurch

~~ANDREW LEES LIMITED HEREBY CONSENT to the foregoing transaction.~~

THE STATE ADVANCES SUPERINTENDENT the mortgagee under and by virtue of Memoranda of Mortgages registered numbers 14213 and 74427 hereby consents to the annexed Memorandum of Transfer (Grant of Easement) excepting the provisions of the covenant that the mortgagors will not build upon or plant or allow trees or any roots thereof to grow upon the land.

DATED at Wellington this 27th day of June, 1932.

SIGNED By Everett Olive Hales the State Advances Superintendent and sealed with the seal of his Office in the presence of

E O Hales
The State Advances Superintendent.

E O Hales
Mortgagee.

E O Hall
Solicitor
Wellington

~~THE STATE ADVANCES SUPERINTENDENT the Mortgagee under and by virtue of Memorandum of Mortgage registered Number 144213 HEREBY CONSENTS to the foregoing transaction.~~

~~I ANDREW SNELL of Hokitika Hotelkeeper the Mortgagee under and by virtue of Memorandum of Mortgage registered Number 144252 HEREBY CONSENT to the foregoing transaction.~~

SIGNED by the said Andrew Snell in the presence of:-

I John Pearce Whetter of Christchurch Medical Practitioner as sub-mortgagee under and by virtue of Memorandum of Mortgage registered No 181748 hereby consent to the foregoing transaction

Signed by the said John Pearce Whetter in the presence of } John P. Whetter

James Cowlishaw.
Solicitor
Christchurch

No. 202836 Duplicate (2 copies)

Transfer of Freehold lands

Situated in Christchurch Survey District

Correct for the purposes of the Land Transfer Act

Garrick Cowlishaw.

Solicitor for the Purchaser.

A.M. DALZIEL AND OTHERS *Vendors*

CHRISTCHURCH DRAINAGE BOARD *Purchaser*

~~except as to the land hereby transferred~~

Particulars entered in the Register Book, Vol. 248

Folio 25. 253/110. 253/148. 253/149. 379/34. 344/40. 289/247.

produced, the 14

day of September, 1932 at 10.32

o'clock entered 24 September 1932

at 10 am

District Land Registrar
of the District of Canterbury.

Particulars entered in Register Book: Vol. 265/57

the 24 day of October

1932 at 2.50 pm

Assistant Land Registrar

GARRICK, COWLISHAW & CO.,

SOLICITORS,

CHRISTCHURCH.

View Instrument Details

Instrument No	9174332.3
Status	Registered
Date & Time Lodged	05 September 2012 16:23
Lodged By	Jamieson, Susan Elisabeth Eastlake
Instrument Type	Lease

Affected Computer Registers	Land District
580066	Canterbury
CB15F/398	Canterbury
CB15F/399	Canterbury

Annexure Schedule: Contains 2 Pages.

Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Susan Elisabeth Eastlake Jamieson as Lessor Representative on 05/09/2012 04:21 PM

Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Susan Elisabeth Eastlake Jamieson as Lessee Representative on 05/09/2012 04:21 PM

***** End of Report *****

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Form F

Lease Instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
CB15F/398 Certificate of Title	All	

Lessor

Sally Martin, William Clark Martin and Alexander Barr Martin

Lessee

Sally Martin, William Clark Martin and Alexander Barr Martin

Estate or interest *Insert "fee simple"; "leasehold in lease number " etc.*

Fee Simple

Lease Memorandum Number *(if applicable)*

2007/4239

Term

999 years from 1.7.1975

Rental

10 cents per annum payable by the lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question)

Lease and Terms of Lease *If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

Form L

Annexure Schedule Page 2 of 2 Pages

Insert instrument type

Lease

Continue in additional Annexure Schedule, if required

Description of flat: Area 1 on DP 453144

Right of Use Area: marked Area A & Area C

Common Right of Use Area: marked Area D

Land share: one-half share

Subject: Drainage rights contained in Transfer 202836
Fencing Covenant contained in Transfer 238149

The restrictions, conditions and covenants set in Lease 48725.3 (the said lease) (approved by the Registrar General of Lands No. 105178) shall apply to this lease with the following exceptions:

- Any legal description, recording of Lessor and Lessee names and any other such matters that do not pertain to the restrictions, conditions and covenants of the said lease;
- Any additional lease details referred to above that conflict with the said lease.

To the District Land Registrar:
Please issue a composite title for the undivided one half share in the fee simple contained in identifier CB15F/398 and the within leasehold estate (identifier 560066 pre-allocated)

View Instrument Details

Instrument No	9174332.4
Status	Registered
Date & Time Lodged	05 September 2012 16:23
Lodged By	Jamieson, Susan Elisabeth Eastlake
Instrument Type	Lease

Affected Computer Registers	Land District
580067	Canterbury
CB15F/398	Canterbury
CB15F/399	Canterbury

Annexure Schedule: Contains 2 Pages.

Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Susan Elisabeth Eastlake Jamieson as Lessor Representative on 05/09/2012 04:22 PM

Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Susan Elisabeth Eastlake Jamieson as Lessee Representative on 05/09/2012 04:22 PM

***** End of Report *****

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Form F

Lease instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
CB15F/399 CSeSF(SA)3	All	

Lessor

Sally Martin, William Clark Martin and Alexander Barr Martin

Lessee

Sally Martin, William Clark Martin and Alexander Barr Martin

Estate or Interest *Insert "fee simple", "leasehold in lease number " etc.*

Fee Simple

Lease Memorandum Number *(if applicable)*

2007/4239

Term

999 years from 1.7.1975

Rental

10 cents per annum payable by the lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question)

Lease and Terms of Lease *If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

Form L

Annexure Schedule Page 2 of 2 Pages

Insert instrument type

Lease

Continue in additional Annexure Schedule, if required

Description of flat: Area 2 on DP 453144

Right of Use Area: marked Area B

Common Right of Use Area: marked Area D

Land share: one-half share

Subject: Drainage rights contained in Transfer 202836
Fencing Covenant contained in Transfer 238149

The restrictions, conditions and covenants set in Lease 48725.3 (the said lease) (approved by the Registrar General of Lands No. 105178) shall apply to this lease with the following exceptions:

- Any legal description, recording of Lessor and Lessee names and any other such matters that do not pertain to the restrictions, conditions and covenants of the said lease;
- Any additional lease details referred to above that conflict with the said lease.

To the District Land Registrar:
Please issue a composite title for the undivided one half share in the fee simple contained in identifier CB15F/399 and the within leasehold estate (identifier 580067 pre-allocated)