

# RPNZ document ordering service

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**Document, Interest, Instrument: A473239.5**

**Property: 17 Clarendon Terrace, Woolston, Christchurch City**

**Legal Description: Lot 5 Deposited Plan 6376**

**CoreLogic Reference: 3219068/1**

**Processed: 08 November 2024**

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A473239.5 TE

Transfers

**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**

352

266

All

**Transferor Surnames must be underlined**

RICHARD PETER WILLIAM DYSON

**Transferee Surnames must be underlined**

KEVIN PAUL MOORE

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

Easement of right to drain sewage. The Transferee shall have a right to drain sewage over that part of the land in certificate of title 352/266 marked "C" on DP 82743 (continued on page 2 Annexure Schedule)

**Consideration**

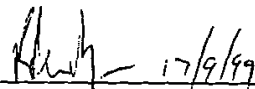
ONE DOLLAR (\$1.00)

**Operative Clause**

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE 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 20<sup>th</sup> day of September 19 99

**Attestation**

  
RICHARD PETER  
WILLIAM DYSON

Signed in my presence by the Transferor  
Signature of Witness


Witness to complete in BLOCK letters  
(unless typewritten or legibly stamped)

Witness name Murray Richard James  
Occupation General Manager  
Address Christchurch

Signature, or common seal of Transferor

**Certified correct for the purposes of the Land Transfer Act 1952**

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

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

Transfer

Dated 27<sup>th</sup> SEPTEMBER 1999

Page 3 of 4 Pages

(c) The defaulting party shall be liable to pay to the other party the costs of the default notice and the costs for which the defaulting party would have otherwise been liable hereunder which are incurred in performing such an obligation.

(d) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this clause.

3. The Transferor shall not do any act which impedes, interferes with or restricts the rights of the Transferee and other authorised persons in relation to any easement:

(a) The Transferee may for the purpose of complying with any obligation of the Transferee under this Transfer in relation to any easement:

(i) Enter the servient land with or without agent, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment, and

(ii) Remain on the servient land for such time as is reasonable for the purpose of performing such obligation.

(b) In exercising any rights under this subclause the Transferee shall:

(i) 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

(ii) Forthwith make good any damage done to the servient land and to the occupier of the servient land.

4. If there is any inconsistency between the terms of this Transfer and the provisions of the Seventh Schedule to the Land Transfer Act 1952 then the provisions of this Transfer shall prevail.

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.

*[Handwritten signatures and initials]*

*[Signature]* 17/9/99 *[Signature]*

(Dyson)

Annexure Schedule

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

Transfer

Dated 17 September 1999

Page 4 of 4 Pages

CONTINUATION OF ATTESTATION

Signed in my presence by the Transferee

Signature of Witness:

*[Handwritten signature]*

Witnesses name:

A. M. McMURTRIE  
SOLICITOR  
CHRISTCHURCH

Occupation:

Address:

*[Handwritten signature: K. Moore]*

KEVIN PAUL MOORE

THE ANZ BANKING GROUP (NEW ZEALAND) LIMITED as mortgagee pursuant to mortgage 996755/3 hereby consents to the creation of the within easement.

Executed this 19 day of May -1999 2000

~~Signed by THE ANZ BANKING GROUP (NEW ZEALAND) in the presence of:~~

Signed by ANZ BANKING GROUP (NEW ZEALAND) LIMITED by its Attorney DAVID JAMES THOMAS in the presence of:

*[Handwritten signature: David James Thomas]*

ANZ Banking Group (New Zealand) Limited By its Attorney

Craig Timperley

Senior Manager

BANK OFFICER ANZ BANKING GROUP (NEW ZEALAND) LIMITED WELLINGTON

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.

*[Handwritten signatures and initials: K. Moore, D. James Thomas, 17/9/99]*

**ANZ BANKING GROUP (NEW ZEALAND) LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

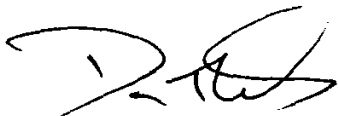
I, David James **THOMAS** of Auckland in New Zealand, a Senior Manager of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By deed dated 23 December 1994 I was, by virtue of my holding a specified office, appointed Regional Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington, on the terms and subject to the conditions set out in that deed.

Copies of that deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

North Auckland	C701593.1F	Nelson	345112.1
South Auckland	B250811	Marlborough	177772
Gisborne	G201332.1	Canterbury	A156447/1
Hawkes Bay	618733.1	Westland	100272
Taranaki	417741	Otago	873424
Wellington	B413857.1	Southland	227623.1

2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.



SIGNED by the abovenamed

Attorney at Wellington

this 19 day of **MAY** 2000

Annexure Schedule

TRANSFER

Dated 17 September 1999

Page 2 of 4 Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

(herein referred to as "the servient land") being forever appurtenant to the land of the Transferee contained in certificate of title 47D/487 (herein referred to as "the dominant land") and 47D/488

**Rights and Powers**

The rights and powers in respect of the right to drain sewage are those set out in the Seventh Schedule to the Land Transfer Act 1952.

The following provisions are applicable to the easements recorded by this Memorandum of Transfer (herein called the "Transfer").

- 1. No power is implied in respect of any easement for the Transferor to determine the easement for breach of any provisions in this Transfer (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. If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligations under this Transfer the following provisions shall apply:
  - (a) 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 obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;
  - (b) If at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligations the other party may:
    - (i) Perform such obligation; and
    - (ii) For that purpose enter the servient land or dominant land and carry out any work;

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.

Handwritten signatures and initials, including the name (Dyson).

# TRANSFER

Land Transfer Act 1952

THE EASEMENT CREATED  
HEREIN IS SUBJECT TO  
SECTION 243(a) RESOURCE  
MANAGEMENT ACT 1991.

*Compulsory*

SOLE COPY

Law Firm Acting
GEDDES & MACIASZEK SOLICITORS CHRISTCHURCH

Auckland District Law Society  
REF: 4135



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY, CANTERBURY  
FOR REGISTRAR (GMAFF/1995/1004)

11.26 07.SEP00 A 473239.5

REGISTER



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