## **RPNZ** document ordering service

Document, Interest, Instrument: 5886081.5

Property: 34 Marine Drive, Diamond Harbour, Christchurch City

Legal Description: Lot 48 Deposited Plan 9607

CoreLogic Reference: 3222104/3

Processed: 02 December 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email <a href="mailto:documentordering@corelogic.co.nz">documentordering@corelogic.co.nz</a>.

## Approved by Registrar-General of Land under No. 2002/6055 Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 5886081.5 Easement | Land registration district Canterbury Grantor Surname(s) must be undermied Kerry ADDISON, Robert John CUNNINGHAM and Iain Grant FYFE Grantee Surname(s) must be underlined. Kerry ADDISON, Robert John CUNNINGHAM and Iain Grant FYFE Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). January Dated this day of 2003 Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name . J. MciNTOSH Law Clerk to Checketts McKay Occupation WANAKA Signature [common\seal] of Grantor Address Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name L. J. McINTOSH Occupation Law Clerk to Checketts McKay WANAKA Signature [common sea ] of Grantee **Address** Certified correct for the purposes of the Land Transfer Act 1952.

\*If the consent of any person is required for the grant, the specified consent form must be use

[Solicitor for] the Grantee

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

### **Annexure Schedule 1**

Easement instrument	Dated 30 Jan	nuary 2004 P	age 2 of 5 pages
Schedule A		(Continue in additional An	nexure Schedule if required
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	"A", "B" on DP 329298	119776	119777
	"C", "D", "G" on DP 329298	CB664/55	119777
	"C", "E" on DP 329298	CB664/55	119776
Right of way on foot only	"H" on DP 329298	CB664/55	119777
Right to convey electric power &	"J", "B" on DP 329298	119776	119777
telephonic communications	"I" on DP 329298	CB664/55	119777
prescribed by the Land Tr	d below, the rights and pow ansfer Regulations 2002 and ers and wers are waxied; [negatived	or the Ninth Schedule of the	Property Law Act 1952.
[Memorandum number		red under section 155A of the	
[the provisions set out in A	Annexure Schedule 2].		
Covenant provisions Delete phrases in [ ] and ins Continue in additional Annes	sert memorandum number as kure Schedule if required.	s required.	
The provisions applying to	the specified covenants are	those set out in:	<del></del>
[Memorandum number	, regi <del>ster</del>	red under section 155A of the	e Land Transfer Act 1952]
[Annexure Schedule 2].			
	s and either their witnesse:	s or solicitors must sign or	r initial in this box

### **Annexure Schedule 1**

Dated

Easement instrument

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Schedule A

Schedule A		(Continue in additional A	Annexure Schedule if required
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain	"I", "E" on DP 329298	CB664/55	119777
Right to convey water	"J", "B", "A" on DP 329298	119776	119777
fasements or <i>profits à pr</i> ights and powers (includ erms, covenants, and co	ling	Delete phrases in [ ] and number as required.  Continue in additional And required.	nd insert memorandum Annexure Schedule if
prescribed by the Land Tr	wers are <b>[waxted]: [negatived</b> ]	or the Ninth Schedule of th	ne Property Law Act 1952.
[the provisions set out in A	Annexure Schedule 2].		
Covenant provisions Delete phrases in [ ] and ins Continue in additional Annes	sert memorandum number as xure Schedule if required.	required.	
The provisions applying to	the specified covenants are	those set out in:	
[Memorandum number	, r <del>egiste</del> re	ed under section 155A of the	ne Land Transfer Act 1952]
[Annexure Schedule 2].			
All signing partie	s and either their witnesses	or solicitors must sign of	orinitial in this box
	V	V	

#### **Annexure Schedule**

Insert type of instrument "Mortgage", "Transfer", "Lease" etc

Easement	Dated	30 January 2004	Page	4 of 5	pages
----------	-------	-----------------	------	--------	-------

(Continue in additional Annexure Schedule, if required.)

#### **ANNEXURE SCHEDULE 2**

#### RIGHTS AND POWERS IMPLIED IN EASEMENTS

The following rights and powers shall where the context so admits be in addition to or by way of modification of those in the Fourth Schedule of the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952 and where there shall be any conflict between the provisions of this instrument and the provisions of the said schedules the provisions of this instrument shall prevail.

### Rights and Powers implied in all classes of easements

- Costs unless otherwise stated herein means in relation to any easement the sharing
  of the costs of operation and maintenance of the common works by the registered
  proprietors of the servient and dominant tenements in proportion to their respective
  use thereof.
  - In the event of any dispute between the parties as to the proportion of costs payable then such proportion shall be determined by arbitration in accordance with the provisions of this instrument. The exceptions to this provisions shall be:
    - (i) Where this instrument makes provision for the payment of the initial installation of the service, the party responsible for the initial installation shall be responsible for all the costs of that installation.
    - (ii) Where the costs are caused by the deliberate act or omission of a party then that party shall be responsible for the costs.
    - (iii) Where it is established that any costs (being costs of repair, maintenance or replacement) are attributable to damage occurring on one allotment and that damage was attributable to any breach of the terms of this instrument then the costs shall be met by the party in breach of the terms of this instrument.
- 2. Each grant shall be for all time.
- 3. No power is implied in respect of any easement for the servient proprietor to determine the easement for breach of any provision in the instrument (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.
- 4. Any provision in the classes of easements specified in the Fourth Schedule of the Land Transfer Regulations 2002 granting a right to convey and/or drain the subject matter of the class as the case maybe over the land of the servient tenement shall be construed so as to include also the right to convey and/or drain through and under the land of the servient tenement as the case maybe.

If this Annexure Schedule is used as an expansion	n of an instrument, all cianing n	arline a	and dithor their witnesses
in the firmeral a contraction to accord to the companion	rorum monument, an signing p	מיוויסקס מ	and Jenner injent withesses
or solicitors must sign or initial in this box.	$\alpha$ , $\alpha$	1 1	/ ()
or comercial made orgin of militar in this box.	/// // //	1 1	$\sim$
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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

ert type of in ortgage", "T	nstrument 'ransfer", "L	ease" etc		ire Sche				
Ea	sement		Dated	30 J	aua	y 200	OH Page	5 of 5 pa
	<u> </u>			(Conti	nue in a	dditional /	Annexure Sc	chedule, if requi
		COI	NSENT OF	MORTGA	GEE			
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A365759.3 but WITHC Mortgage.	HEREBY ( OUT PREJUI	( <b>New Zeala</b> CONSENTS	nd) Limited to the gran Mortgagor's	l as Mortg t of the fo s rights, po	agee u	g Easeme and reme	ent Instrume	ent the said

ANZ Banking Group (New Zealand) Limited by its Attorney

Lorraine Coe Manager Mortgage Securities

Margaret Marianne Preston Bank Officer

Auckland'

PO Box 9886 NEWWARKET

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box. FLW

REF 4025 - AUCKLAND DISTRICT LAW SOCIETY

## ANZ BANKING GROUP (NEW ZEALAND) LIMITED

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Robert James Cullen of Auckland in New Zealand, Manager Securities of ANZ Banking Group (New Zealand) Limited, hereby certify that:

- By Deed dated 10 April 2002 I was appointed an 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.
- 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.
- 3. This Deed is registered with Land Information, New Zealand, Dealing Number PA 5245578.8.

SIGNED by the abovenamed )
Attorney at **Auckland** on this)

22nd day of December **2003** )

New Cert. Of Revocation.doc



### **MORTGAGEE'S CONSENT**

ANZ BANKING GROUP (NEW ZEALAND) LIMITED the Mortgagee under and by virtue of Memorandum of Mortgage A 365759.3 HEREBY CONSENTS to the grant of the foregoing Easement Instrument but without prejudice to the mortgagee's rights powers and remedies under the said Mortgage.

Dated this 22<sup>nd</sup> Day of December 2003

Signed by ANZ BANKING GROUP (NEW ZEALAND) LIMITED

by its Attorney

Robert James Cullen Manager Securities

Witness to the execution by framew Weng

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

Witness: Francis Lemeki Wong
Bank Officer Auckland
Occupation:

Address:

## **RPNZ** document ordering service

Document, Interest, Instrument: 586985

Property: 34 Marine Drive, Diamond Harbour, Christchurch City

Legal Description: Lot 48 Deposited Plan 9607

CoreLogic Reference: 3222104/2

Processed: 02 December 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email <a href="mailto:documentordering@corelogic.co.nz">documentordering@corelogic.co.nz</a>.

Approved by the District Land Registrar, Christchurch. No. 558006

NEW ZEALAND

## MEMORANDUM OF TRANSFER

WHEREAS REX EDWARD JONES of Christchurch Railwayman and CAROL RONA EUNICE JONES his wife

8.0. W. our polity 7 0. P. 960 7 (c. 7 6/4/8) coloured neder on lease 15 48 (c. 7 (664/55) + 49 (c. 7 484/6) 0,9960) (f) 8.0%. ner ) 0,9,9607 (4) B.O.L. ner get loc 48 0,9607 agram, appartment & 15 47 (-7 6/4/3) (c. 7 664/55) coloured blue market of an diagram, affection to \$4/(c. 7614/8) [c. 7 614/8] [c. 7 664/55) coloured blue market of an diagram, affective of the being registered as the proprietor s of an estate in fee simple that 49 D19607 (c. 7 484/6) coloured blue making affection of the being registered as the proprietor s of an estate in fee simple that 49 D19607 (c. 7 484/6) coloured blue making affection of the being registered as the proprietor s.

subject however to such encumbrances liens and interests as are notified by memoranda (448 p. P. 9607

of land situated in the2 (7664/55) District, county, hundred underwritten or endorsed hereon in all that piece Borough of Lyttelton (hereinafter referred to as the land firstly hereinbefore described)

area, exclusive containing ONE ROOD THIRTEEN PERCHES (Oac. 1rd. 13.0 per.)

be the same a little more or less being Lot 47 on Deposited Plan 9607 part of Rural Section 1333 and being the whole of the land comprised and described in Certificate of Title Volume 614 Folio 8 Canterbury

Rural Section 1353 and being the whole of the land comprised and described in Certificate of Title Volume 614/Folio 8 Canterbury Registry SUBJECT to the provisions of the Lyttelton Borough Extension Act 1911; the easements reserved by Transfer 388040; Fencing Covenant contained in Transfer 388040.

AND WHEREAS ROYCE CLIVELORAY of Diamond Harbour Storeman 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 hereon in all that piece of land situated in the Borough of Lyttelton (hereinafter referred to as the land secondly hereinbefore described) containing ONE ROOD AND FIVE TENTHS OF A PERCH (oac. 1rd. 0.5 per) be the same a little more or less being Lot 48 on Deposited Plan 9607/part.of Rural Section 1333 and being the whole of the land comprised and described in Certificate of Title Volume 664 Folio 55 Canterbury Registry SUBJECT to the provisions of the Lyttelton Borough Extension Act 1911% the easements reserved by Transfer 429675 AND WHEREAS HARRY BAYLISS GOODMAN of Christchurch Civil Engineer and HELEN BERTHA GOODMAN his wife are registered as the proprietors of an estate in fee simple 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 Borough of Lyttelton (hereinafter referred to as the land thirdly hereinbefore described) containing ONE ROOD FOUR AND FIVE TENTHS OF A PERCH (Oac. 1rd. 4.5 per) be the same a little more on less being Lot 49 on Deposited Plan 9607 part of Rural Section 1333 and being the whole of the land comprised and described in Certificate of Title Volume 484 Folio/ 6 Canterbury Registry SUBJECT to the provisions of the Lyttelton Borough Extension Act 1911; the easements reserved by Transfer 257396; Fencing Covenant contained in Transfer 257396; Memorandum of Mortagee 454818.

AND WHEREAS the said proprietors of the lands firstly secondly and tiridly hereinbefore de

easements of right of way over and appurtenant to their respective pieces of land now therefore in consideration of such mutual grants THIS TRANSFER WITNESSETH AS FOLLOWS:

1. For the consideration aforesaid the said proprietors of the land firstly hereinbefore described DO HEREBY TRANSFER AND GRANT unto the said proprietors of the lands secondly and thirdly hereinbefore described together with their executors administrators and assigns and their servants together with their executors administrators and assigns and their servants agents workmen and visitors and all persons having business with them afree and perpetual right of way ingress egress and regress on horseback or on foot and with or without implements and vehicles of every description of loaded or unloaded by night as well as by day in over and upon that part of the land firstly hereinbefore described coloured yellow on the plan attached hereto for the purpose of giving access to and from the public road delineated on the said plan TO THE INTENT that such easement of right of way hereby created shall be forever abourtenant to the lands secondly and thirdly hereinbefore described

2. For the consideration aforesaid the said proprietor of the land secondly hereinbefore described DOTH HEREBY TRANSFER AND GRANT unto the said proprietors of the lands firstly and thirdly hereinbefore described together with their executors administrators and assigns and their

n: 12.

servants workmen agents and visitors and all 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 that part of the land secondly hereinbefore described coloured blue and marked with the letter "A" on the plan attached hereto AND DOTH HERREY FURIFIER TRANSPER AND GRANT a like free and perpetual right of way to the said proprietors of the land firstly hereinbefore described edscribed in over and upon that part of the land secondly hereinbefore described edscribed in over and upon that part of the land secondly hereinbefore described edscribed in over and upon that part of the land secondly hereinbefore described in over and upon that said proprietors of the land thirdly hereinbefore described in over and upon that the letter"(" on the plan attached hereto TO THE INTENT that such essemblies of right of way shall give to the said proprietors of the land firstly hereinbefore described access to and from the rearwards of their said land and to the said proprietors of the land firstly hereinbefore described access to and from that part of the land firstly hereinbefore described access to and from that part of the land firstly hereinbefore described occurred yellow on the plan attached hereto AND TO THE FURTHER INTENT that such essenants of right of way hereby created shall be forever appurtenant to the lands firstly and thirdly hereinbefore described. The land firstly hereinbefore described together with his executors administrators and assigns and his servants worken agents and visitors and all persons having business with him a free and yerpetual right of way largess egress and regress on horsebook or on foot and with or without implements and vehicles of every describtion closed or unloaded by night as well as by day in over and upon that part of the land thirdly hereinbefore described coloured by hereinbefore described on t servants workmen agents and visitors and all persons having business with them hereto in equal shares.\*

In Witness whereof these presents have been executed this 14. day of August-

JONES and CAROL RONA EUNICE J

Occupation. Address Chintelines

SIGNED by the said ROYCE CLIVE GRAY in the presence of:

Occupation. Address Maana and Jackous

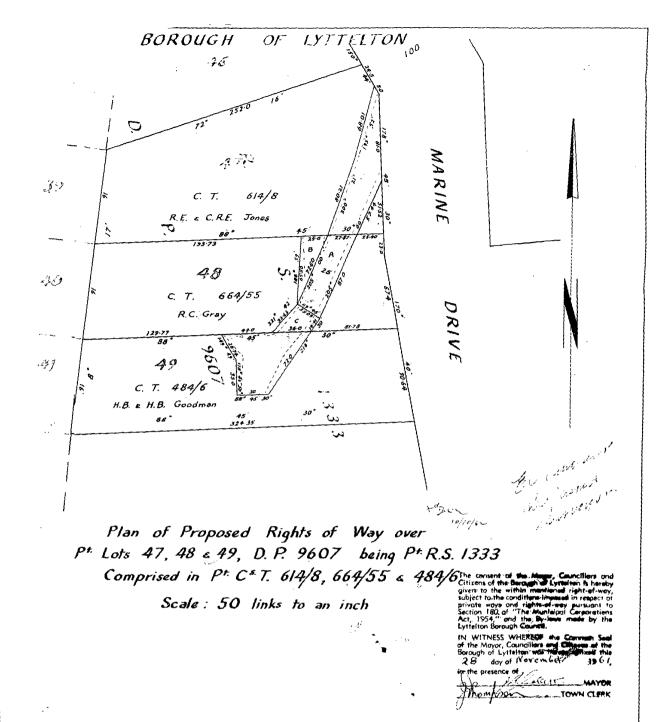
SIGNED by the said HARRY BAYLIS GOODMAN and HELEN BERTHA GOODMAN the presence of

Signature.

AND IT IS FURTHER AGREED AND DECLARED that the cost of metalling and maintaining that part of Marine Drive that consists of the entrance to the right of way over the said pieces of land shall be borne by the parties hereto in equal shares

11 166 (J. P.) 4898

va en



THE NORTHERN CO-OPERATIVE TERMINATING BUILDING SOCIETY as Mortgagee under Mortgage Number 454818 hereby consents to the within written Grant of Right of Way. THE COMMON SEAL of The Northern Co-Operative Terminating Building Society was hereto affixed in the presence of:-Director Rest. Secretary lo sonsesorq adl ni Signed by the said one thousand nine hundred and day of In Witness whereof these presents have been executed this basi lo estate and interests in the said piece --- bereby Transfer to the said pereby acknowledge the receipt of which sum of bisq In consideration of the sum of

of Right of Way

Situated in Borough of Lyttelton

Correct for the purposes of the Land Transfer Act.

R.E. & C.R.E. Jones & Ors. Transferor

PARTICULARS entered in Register book,

, Folio 6 614/8

Course 241- Course

Natura: Firm fur Firm: P.V. & de 1 9 OCT 1962 1:4:

LAND & DEEDS

Fee: £

Abstract No.

PURNELL, JOHNSTONE & DE GOLDI SOLICITORS

CHRISTCHURCH, N.Z.

THE CAXTON PRESS CHRISTCHURCH

## **RPNZ** document ordering service

Document, Interest, Instrument: 429675

Property: 34 Marine Drive, Diamond Harbour, Christchurch City

Legal Description: Lot 48 Deposited Plan 9607

CoreLogic Reference: 3222104/1

Processed: 02 December 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email <a href="mailto:documentordering@corelogic.co.nz">documentordering@corelogic.co.nz</a>.



## 429675 TE

pproved by the District Land Registrar, Christchurch, No. 55/420994

NEW ZEALAND

## MEMORANDUM OF TRANSFER

THE MAYOR COUNCILLORS AND CITIZENS OF THE BOROUGH OF LYTTELTON

1. Here state nature of the being registered as the proprietor  ${\bf s}$  of an estate! in fee simple estate or interest.

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

2. District, county bundred underwritten or endorsed hereon in all that piece of land situated in the 2

Borough of Lyttelton

3. Here state area, exclusive containing 3 ONE ROOD AND FIVE TENTHS OF A PERCH of roads intersecting the same, if any,

4. Here state rights or way, be the same a little more or less\*being Lot 48 on Deposit Plan No. 9607 and privileges, or easements, if any, intended to be conveyed: If the land to be dealt with contains being part of the land comprised in Certificate of Title Volume 452 ing grant, or certificate of title, or lease, refer thereto for description of purets and Polio 50. diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan SUBJECT to the Provisions of "The Lyttelton Borough Extension Act, 1911" annexed to the instrument or deposited in the Land Registry Office.

1. Commelled.
- 1. P/C/Red.
- 2. P/C/Red.
- 2. Oliz.
127448
- 910/55
- 11 m office

Pro. T. 452/50 Lot 410.1.9607 Arca: 0-1-0 Tho Dr QS. 1333 So10' of Lythelton

Asked & various easumes apportunant to Mayore cooring hytellone of them bolous of please - 129675. also calen set hat 47

IN PURSUANCE of an Agreement dated the 6th day of February, 1953.

In consideration of the sum of NINETY POUNDS (£90)

paid to

them

by ROYCE CLIVE GRAY of Diamond Harbour,

Storeman

the receipt of which sum is hereby acknowledged

Do hereby Transfer to the said ROYCE CLIVE GRAY

all their estate and interest 5 in the said piece of land

RESERVING NEVERTHELESS to the Vendors their successors and assigns the right to construct maintain repair cleanse and keep in good order and from time to time alter or renew drains sewers mains pipes and wires for the purposes of the passage of surface or storm water or drainage or sewage or for the purposes of water supply or the supply of ges or electricity under or over the said Lot on the said Deposit Plan and in a position to be determined from time to time by the Vendors along or within six feet from any boundary of such Lot and to use the same for all or any of the said purposes AND the right to exercise in respect of or in connection with any of the said drains sewers mains pipes and wires or the construction maintenance repair cleansing keeping in good order alteration or renewal or use of the same or any of them all or any of the rights powers and authorities which are now or may from time to time be vested in a municipal corporation by the "Municipal Corporations Act 1933" and the Acts amending the same or any Act which may from time to time be passed in amendment thereof or in substitution therefor or by any other Act in respect of or in connection with the construction maintenance repair cleansing keeping in good order alteration RESERVING NEVERTHELESS to the Vendors their successors and assigns the right to substitution therefor or by any other Act in respect of or in connection with the construction maintenance repair cleansing keeping in good order alteration or renewal or use of any drains sewers mains pipes or wires for any of the said purposes which may under the said Acts or any of them be lawfully vested in or under the control or management of such municipal corporation AND IT IS HEREBY AGREED AND DECLARED that the Vendors shall not nor shall any person other than purchasers claiming under them be liable to join in or contribute towards the cost of construction repair or maintenance of any dividing fence which may be necessary between the said Lot and any adjoining land owned by the Vendors.

these presents have been executed of have=bereuse=subscribed na name In Witness whereof

one thousand nine hundred and fifty-five.

THE COMMON SEAL of THE

in the presence of

Witness

Mayor

Town Clerk

P.O. Box 1323, CHRISTCHURCH.

}

12th December

Dear Sirs,

TRANSFER 429675 - THE MAYOR COUNCILLORS & CITIZENS OF THE BOROUGH OF LYTTELTON to R.C. GRAY.

As the Transferor in the above transfer does not appear to own any adjoining land it would appear necessary that the Fencing Covenant be deleted from the said transfer.

Yours faithfully.

C.C. KENWELLY,

Assistant Land Registrar.

Messrs, Hobbs & Corbett, Solicitors, P.O. Box 1522, CHRISTCH URCH. IN THE MATTER of "The Lyttelton Borough
Extension Act 1911" and "The
Lyttelton Borough Extension
Amendment Act 1915"

I, RCYCE CLIVE GRAY do solemnly and sincerely declare as follows:
1. THAT I am the Purchaser of Lot 48 Deposit Plan No. 9607 being part of the land comprised in Certificate of Title Volume 452 Folio 50 from The Mayor Councillors and Citizens of the Borough of Lyttelton under the foregoing Memorandum of Transfer.

2. THAT the acquisition of the said piece of land by me does not infringe the provision of "The Lyttelton Borough Extension Act 1911". or "The Lyttelton Borough Extension Amendment Act 1915".

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of "the Justices of the Peace Act 1927".

DECLARED at Chrischad by
the said ROYCE CLIVE GRAY this
/8° day of Novembe

1955 Before me:-

Roger le Gray.

A Solicitor of the Supreme Court of New Zesland

429675

NO.

: 23

**ユ** 

**TRANSFER** 

of  $_{
m LAND}$ 

Situated in Borough of Lyttelton

Correct for the purposes of the Land Transfer Act.

Solicitor for the Transferee

THE MAYOR COUNCILLORS AND CITIZENS

....Transfero

ROYCE CLIVE GRAY

..Transfere

66H 55

Particulars entered in Register book,

Vol.

452, Folio 50

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29 NOV 1955

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Land Registrar of the District of Canterbury

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LAND & BEEDS

Nature: T/C

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Time: 1/-10 and

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HOBBS & CORBETT

SOLICITORS

CHRISTCHURCH, N.Z.

THE CAXTON PRESS CHRISTCHURCH

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R

## **RPNZ** document ordering service

Document, Interest, Instrument: 7788973.4

Property: 36A Marine Drive, Diamond Harbour, Christchurch City

**Legal Description: Lot 2 Deposited Plan 387325** 

CoreLogic Reference: 3222105/4

Processed: 02 December 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email <a href="mailto:documentordering@corelogic.co.nz">documentordering@corelogic.co.nz</a>.

#### **Transfer Instrument**

Section 90, Land Transfer Act 1952

T 7788973.4 Transfer

Land	registration	district

**CANTERBURY** 

Unique identifier or CT All/part Area/description of part or stratum 349533 ALL

Transferor

Surname must be underlined

COLIN JAMES ROSS and VERONICA ANNE ROSS

Transferee

Surname must be underlined

COLIN JAMES ROSS and VERONICA ANNE ROSS

Estate or interest to be transferred or easement or profit a prendre to be created State if fencing covenant imposed

Fee Simple subject to a Land Covenant (continued on page 2 Annexure Schedule)

Operative clause

The Transferor transfers to the Transferee, the above estate or interest in the above certificate(s) of title or computer register(s) and, if an easement or profit a prendre is described above, that easement or profit a prendre is granted or created.

**Dated** this 2007 day of

Attestation

lole J Ross Verous Ross

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name KEITH HILLIER.

Occupation MARINE TECHNION.

JGA MARINE DR Address

201

LYTTELTON

Signature [common seal] of

Transferor

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

Solicitor for the Transf

#### **Annexure Schedule**

Transfer	Dated	page	of	pages
LAND COVENANTS				

## 1. Land covenants ("covenants")

- 1.1 The Transferor and the Transferee wish to protect the visual concept and integrated appearance of residential Lot numbers 1 on Deposited Plan 387325. To achieve this the Transferee hereby covenants with the Transferor as set out below and hereby requests that such covenant be noted against the Titles having the benefit (Lot 2 DP 387325 CT CB349534) and the burden (Lot 1 DP 387325 CT CB349533) of the covenants.
- 1.2 These restrictive covenants shall:
  - (a) run with Lot 1 on Deposited Plan 387325 and;
  - (b) be for the benefit of and appurtenant to Lot 2 on Deposited Plan 387325, and;
  - (c) apply in perpetuity

#### 2. Interpretation

- 2.1 For the purposes of these covenants:
  - (a) "Allow" includes to do, facilitate, permit and suffer.
  - (b) "Building" includes all structures and construction including (but not limited to) dwelling-houses, flats, units, garages, glasshouses, ancillary buildings and sheds and improvements thereto.
  - (c) "Erect" and "Erection" includes to install, construct, relocate or place on the Land, Lot or in any Building and also includes "allow to erect".
  - (d) "Land" and "Lot" means any lot on DP 387325 as described in Schedule A, having the benefit and burden of these covenants.
  - (e) "COLIN JAMES ROSS and VERONICA ANNE ROSS" means the Transferor
  - (f) "Transferee" includes the builder, building company or partnership or registered proprietor for the time being of the Land.
  - (g) "Subdivision" means all the land in Deposited Plan 3387325.
  - (h) The headings used in this document are for convenience only and do not form part of the covenants nor are they to be used in interpretation of the covenants,

If this Annexure Schedule is used as an expansion o solicitors must put their signatures of initials here. $\bigvee \mathcal{K} \ .$	of an instrument, all signing pa	arties and either their witnesses or their

#### 3. Covenants

- 3.1 The registered proprietor of Lot 1 DP387325 comprised in Certificate of Title 349533 shall **not** erect or cause to be erected any structure, building or appurtenances nor allow any to remain on Lot 1 DP349533 to exceed a height above the level of
  - 5.50 metres above the reference point and benchmark being IT3 DP 387325 which has an assumed level of 70.00 metres;
  - 2 11.18 metres above the reference point and benchmark being IS4 DP 387325 which has an assumed level of 64.32 metres.
- 3.2 The registered proprietor of Lot 1 DP387325 comprised in Certificate of Title 349533 shall <a href="not">not</a> permit any tree, shrub or plant on or allow any to remain on Lot 1 DP349533 to exceed a height above the level of
  - 1 6.50 metres above the reference point and benchmark being IT3 DP 387325 which has an assumed level of 70.00 metres;
  - 2 12.18 metres above the reference point and benchmark being IS4 DP 387325 which has an assumed level of 64.32 metres

#### 4. Enforcement

- 4.1 If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Transferee may have to any other person having the benefit of these Covenants) the Transferee in breach agrees to and shall at their cost, (with respect to each individual breach):
  - (a) Upon written notice being given by the Transferor or its agent (or by any other registered proprietor of Land within the Subdivision) to the party in breach pay to each such notice giver agreed liquidated damages in the sum of <u>FIVE HUNDRED DOLLARS</u> (\$500.00) per day for everyday that such breach or non-observance continues after the date ten (10) working days after the date upon which each written notice has been given; and
  - (b) Forthwith upon receipt of such notice to remove or cause to be removed from the Land any Building, Structure or planting or other item erected or permitted on the Land in breach, or in non observance of the forgoing covenants; and
  - (c) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.
- 5. The Transferee and any future registered proprietors of the Land will be liable to observe and perform the Land Covenants only while they are registered as proprietors of the property. A transfer of the property by them will not however relieve them from any liability which has arisen before the date of the transfer.

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 of initials here.

VR

CJR

KH Mb

### 6. Fencing Covenant

Lot 2 on DP 387325 shall be bound by a fencing Covenant as such term is defined in Section 2 of the Fencing Act 1978 for the benefit of Lot 1 on DP 353896 .

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 of initials here.

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CJR

B. HX

### **Annexure Schedule**

1)

Transfer	Dated page of pages
Attestation	Signed in my presence by the Transferor
KHW.er.	Signature of withests in BLOCK letters (unless legibly
	Witness to complete in BLOCK letters (unless legibly printed)
Alenholl HELEN ROSS	Witness name To RYDE
HELEN ROST	Occupation MIDWIFE
Signature [common Transferor	Address 23 WAIPAPA AUE  DIAMONO HARBOUR

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 of initials here.

## **RPNZ** document ordering service

Document, Interest, Instrument: 5886081.4

Property: 36A Marine Drive, Diamond Harbour, Christchurch City

**Legal Description: Lot 2 Deposited Plan 387325** 

CoreLogic Reference: 3222105/3

Processed: 02 December 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email <a href="mailto:documentordering@corelogic.co.nz">documentordering@corelogic.co.nz</a>.

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 195: El 5886081.4 Easement

and registration district	Cpy - 01/01, Pgs - 005,03/02/04,11:23
Canterbury	Docto: 211041209
Grantor	Surname(s) must be <u>underlined</u> .
James Norman DOUGLAS	
Grantee	Surname(s) must be <u>underlined</u> .
Kerry ADDISON, Robert John CUNN	INGHAM and Iain Grant <u>FYFE</u>
Grant* of easement or <i>profit à prendre</i> c	
Granton (and if so stated in gross) the	fetor of the servient tenement(s) set out in Schedule A, <b>grants to the</b> easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> a, with the rights and powers or provisions set out in the Annexure
Dated this 30 day of J	Tanuary 2004
Attestation	
Monda	Signed in my presence by the Grantor  Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)
	Witness name L. J. McINTOSH Law Clerk to Checketts McKay Occupation WANAKA
Signature [common seal] of Grantor	Address
By	Signed in my presence by the Grantee
X STOLD	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)
	Witness name  L. J. McINTOSH  Law Clerk to Checketts McKay
Signature [common seal] of Grantee	WANAKA
Certified correct for the purposes of the	Land Transfer Act 1952.
	[Solicitor for] the Grantee

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

# Approved by Registrar-General of Land under No. 2002/6055 Annexure Schedule 1

Easement instrument	Dated	30 Ja	<u>nuary</u>	2004	Page	2 of	pages
Schedule A			(Cont	inue in additiona	al Annex	ure Schec	tule if required.)
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)			Servient tenement (Identifier/CT)		Dominant tenement (Identifier/CT or in gross)	
Right of Way	"F" on Deposited Plan 329298		<b>CB4</b> 8	<b>54)(58</b> 34/6		119777	
Unless otherwise provided prescribed by the Land Tr.  All rights and power / Riber implied rights and riber implied riber implied riber implied riber implied riber implied riber im	Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.  Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.  All rights and powers and required [substituted] by:						dule if ent are those w Act 1952.
(Memorandum number	Annevure S		ered unde	er section 155A	of the La	<del>ind Trans</del>	ler Act 1952].
[the provisions set out in Annexure Schedule 2].  Covenant provisions  Delete phrases in [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule if required.  The provisions applying to the specified covenants are those set out in:							
[Memorandum number							fer Act 1952]
[Annexure Schedule 2].		· -					
All signing partie	s and eithe	er their witness	es or sol	icitors must si	gn or in	itial in th	is box

#### **Annexure Schedule**

"Mortgage", "Transfer", "Lease" etc		
Easement	Dated	30 January 2004 Page 3 of 4 pages
		(Continue in additional Annexure Schedule, if required.

#### **ANNEXURE SCHEDULE 2**

### RIGHTS AND POWERS IMPLIED IN EASEMENTS

The following rights and powers shall where the context so admits be in addition to or by way of modification of those in the Fourth Schedule of the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952 and where there shall be any conflict between the provisions of this instrument and the provisions of the said schedules the provisions of this instrument shall prevail.

#### Rights and Powers implied in all classes of easements

- Costs unless otherwise stated herein means in relation to any easement the sharing
  of the costs of operation and maintenance of the common works by the registered
  proprietors of the servient and dominant tenements in proportion to their respective
  use thereof.
  - In the event of any dispute between the parties as to the proportion of costs payable then such proportion shall be determined by arbitration in accordance with the provisions of this instrument. The exceptions to this provisions shall be:
    - (i) Where this instrument makes provision for the payment of the initial installation of the service, the party responsible for the initial installation shall be responsible for all the costs of that installation.
    - (ii) Where the costs are caused by the deliberate act or omission of a party then that party shall be responsible for the costs.
    - (iii) Where it is established that any costs (being costs of repair, maintenance or replacement) are attributable to damage occurring on one allotment and that damage was attributable to any breach of the terms of this instrument then the costs shall be met by the party in breach of the terms of this instrument.
- 2. Each grant shall be for all time.
- 3. No power is implied in respect of any easement for the servient proprietor to determine the easement for breach of any provision in the instrument (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.
- 4. Any provision in the classes of easements specified in the Fourth Schedule of the Land Transfer Regulations 2002 granting a right to convey and/or drain the subject matter of the class as the case maybe over the land of the servient tenement shall be construed so as to include also the right to convey and/or drain through and under the land of the servient tenement as the case maybe.

If this Annexure Schedule is used as an expansion of an instrument, all signing part	ties and either their witnesses
or solicitors must sign or initial in this box. $\mathcal{J}$	
Mil Ol IM	(hin)
1366 Win harm	/ Lapra
	7
RFF: 7025 - AUCKLÄND DISTRICT LAW SOCIETY	

# Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule

Easement	Dated	<u>30</u>	January	2004) Page	4 of 4 pag
	<del></del>	(Con	tinue in additio	onal Annexure Sc	hedule, if require
	CONSENT OF	MORTG	AGEE		
Mortgage Holding Trust Co 5084840.2 HEREBY CONS but WITHOUT PREJUDICE Mortgage.	ENTS to the gran	nt of the f	oregoing Eas	ement Instrume	ent the said
Dated this 30 day	of Som	>	200 <b>8</b>		
SIGNED for and on behalf o		)	9210	<i>_</i> ,	
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h 5 -0 1	)()				
Julian	174Holney				
	(1,10.1.65)				
					,
this Annexure Schedule is used		of an instru	ıment, all signi	parties and eit	fer their witness
r solicitors must sign or initial in	this hay	À	/	1	/ <b>ル</b> ノ ノ   <b>L</b> i

# MORTGAGE HOLDING TRUST COMPANY LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Christine Margaret De Lille and Melanie Louise Fisk both of Auckland in New Zealand, the Mortgage Administration Manager and the Lending Manager of Sovereign Mortgage Administration Limited respectively, hereby certify that:

1. By deed dated 15 May 1997 we were, by virtue of our holding a specified office, appointed Attorneys of Mortgage Holding Trust Company Limited, a company incorporated in New Zealand and having its registered office in Auckland, 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	D.145593.1	Nelson	367959.1
South Auckland	B.416497	Marlborough	191234
Gisborne	G.215652.1	Canterbury	A.298400.1
Hawkes Bay	656508.1	Westland	107435
Taranaki	441468	Otago	930108
Wellington	B.598417.1	Southland	249948.1

- 2. We are employees of Sovereign Mortgage Administration Limited and each of our job titles includes the description Manager.
- 3. At the date hereof, we have not received any notice of the revocation of that appointment by the winding up or dissolution of Mortgage Holding Trust Company Limited or otherwise.

SIGNED by the above-named Attorneys at Auckland This 19th day of December 2003

## **RPNZ** document ordering service

Document, Interest, Instrument: 629985

Property: 36A Marine Drive, Diamond Harbour, Christchurch City

**Legal Description: Lot 2 Deposited Plan 387325** 

CoreLogic Reference: 3222105/2

Processed: 02 December 2024

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## 629985 TE

## 1/0,

## MEMORANDUM OF TRANSFER

WHEREAS DULCIE ORETI LAYBOURN wife of Adam Ernest Laybourn of Christchurch Science Teacher (hereinafter called "the Transferor")

of an estate in fee simple

is being registered as proprietor

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 Borough of Lyttelton

containing THIRTY FIVE AND FIVE TENTHS

PERCHES (35.5p)

be the same a little more or less being Lot 45 on Deposited Plan 9607 and being all the land in Certificate of Title Volume 448 Folio 266 SUBJECT to the provisions of the Lyttelton Borough Extension Act 1911 and to the fencing covenant contained in Transfer 216504 (hereinafter referred to as "the land firstly above described")

AND WHEREAS EDWARD HENRY JOHN HANMER of Christchurch Retired Engineer and LEONORA EVELYN HANMER his wife (hereinafter called "the Transferee") are registered as proprietors of an estate in fee simple 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 Borough of Lyttelton containing THIRTY NINE AND FOUR TENTHS PERCHES (39.4p) be the same a little more or less being Lot 46 on Deposited Plan 9607 and being all the land in Certificate of Title Volume 513 Folio 271 SUBJECT to the provisions of the Lyttelton Borough Extension Act 1911 (hereinafter referred to as "the land secondly above described")

NOW THESE PRESENTS WITNESSETH that in consideration of the sum of ONE SHILLING (1/-) paid by the Transferee to the Transferor the receipt whereof is hereby acknowledged

1. THE Transferor doth hereby transfer and grant unto the Transferee his her and their servants tenants agents workmen licensees and invitees (in common with the Transferor her tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or in pursuance of an Agreement dated the

in moreicleration of the sum of-

paid-to----by-

wishout horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of every description loaded or unloaded over or along that part of the land firstly above described as is shown on the plan attached hereto and thereon coloured yellow to the unline that out taken the proportion of the land firstly above described as is shown on the plan attached hereto and thereon coloured yellow to the unline that out taken the proportion of the land the part of the land the part of the land th

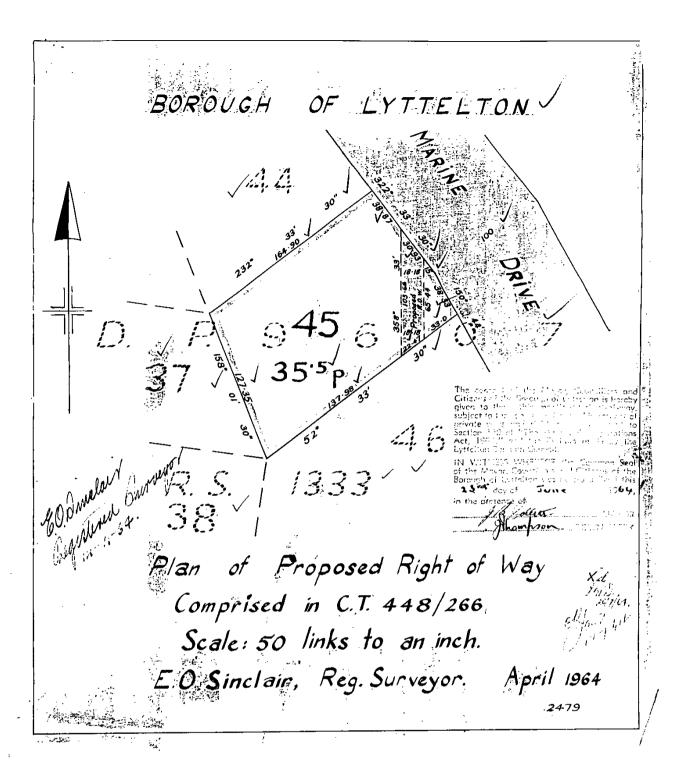
2. UNTIL such time as the Transferor ceases to be the owner and occupier of the

land firstly above described the cost of forming maintaining and repairing the said right of way shall be borne wholly by the Transferee but as from that date the cost

all ---- cstate and interest in the said piece - of land

of forming maintaining and repairing the said right of way shall be shared equally between the Transferee and the owner or owners occupier or occupiers of the land firstly above described unless such formation maintenance or repair shall have become necessary through the negligence of or misuse of the right of way by one party in which case such party shall pay the whole of the cost of formation maintenance or repair made necessary by such negligence or misuse.

these presents have been executed this	8 day of July. 1964.
Signed by the above named DUICIE ORETI LAYBOURN	D.O. Layleour
(Witness) Name Occupation Address  as transferor in the presence of Cocupation Cocupatio	R.O.W. over Pt. Lat 45 D.P. 9607, c/T 48/266-calcured yellow an diagram herein opportunant to Lat 46 D.P. 9607, C.T. 513/271.
Signed by the above named <u>EDWARD HENRY JOHN HANMER</u> and <u>IEONORA EVELYN HANMER</u>	Digttanmer.
#9-Hansleror in the presence of	G.E. Harmer
(Witness) Name P. Wrimbrinam Occupation Soludi	14 VII 64 1989 N-00.000.10.0 DTY
Address Churthaul	2.2. Stany Bury CP



TRANSFER

D.O. LAYBOURN

E.H.J. and L.E. HANMER

Particulars entered in the Register Book Vol. 448 Folio 266

Land Registrar the District of Canterbury

LAND AND DEEDS	
Nature: J. 50 E	· Plan
Firm: / C · Co	
17/7/64	q 657
Time: 1.50/	- <sub>1</sub>
Fee: £ /:6:	
Abstract No. / (17)	

DUNCAN, COTTERILL & CO. Solicitors CHRISTCHURCH

W. & T. LTD. PRINT 42199

## **RPNZ** document ordering service

Document, Interest, Instrument: 388040

Property: 36A Marine Drive, Diamond Harbour, Christchurch City

**Legal Description: Lot 2 Deposited Plan 387325** 

CoreLogic Reference: 3222105/1

Processed: 02 December 2024

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## 388040 TE



No. 292

Dew Zealand

#### MEMORANDUM OF TRANSFER

THE MAYOR COUNCILLORS AND BURGESSES OF THE BOROUGH OF LYTTELTON

(hereinafter called "the Vendors")

being registered as proprietor

(1) Here state na e estate or interest.

re of of an estate in fee simple

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

(2) District, county, hun- or endorsed hereon, in all  $% \left( \frac{1}{2}\right) =0$  that dred, or township,

piece of land situated in the Borough of

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

Lyttetlon

containing ONE ROOD THIRTEEN PERCHES

(Oa. 1r. 13p.)

(4) Here state rights of way, privileges or easements (if any) intended to be conveyed, and if the land to be dealt with contain all that is included in an existing grant or certificate, refer thereto for description of parcels and diagram; otherwise, set forth the boundaries in chaines of feet, and refer to a plan delineated on margin or annexed to the instrument, or deposited in the Lands Registry Office. of Title Volume 452 Folio 50 Subweed to although the first the former of the first the

Tille net part canalised I have be well

Part 6. J. 452/50 Lax 47, DR. 9607 Parx RS. 1333

in consideration of the sum of SEVENTY FIVE POUNDS (£75)

paid to them

ALFRED MAX WALTER WARTMANN of Diamond Harbour Carpenter

the receipt of which sum is

hereby acknowledge d





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

all their estate and interest in the said piece of land

RESERVING NEVERTHELESS to the Vendors their successors and assigns the right to construct maintain repair cleanse and keep in good order and from time to time alter or renew drains sewers mains pipes and wires for the purposes of the passage of surface or storm water or drainage. or sewage or for the purposes of water supply or the supply of gas or electricity under or over the said Lot on the said Deposit Plan and in a position to be determined from time to time by the Vendors along or within six feet from any boundary of such Lot and to use the same for all or any of the said purposes AND the right to exercise in respect of or in connection with any of the said drains sewers mains pipes and wires or the construction maintenance repair cleansing keeping in good order alteration or renewal or use of the same or any of them all or any of the rights power and authorities which are now or may from time to time be vested in a municipal corporation by the "Municipal Corporations Act 1933" and the Acts amending the same or any Act which may from time to time be passed in amandment thereof or in substitution therefore or by any other Act in respect of or in connection with the construction maintenance repair cleansing keeping in good order alteration or renewal or use of any drains sewers mains pipes or wires for any of the said purposes which may under the said Acts or any of them be lawfully vested in or under the control or management of such municipal corporation than purchasers claiming under them be liable to join in or contribute towards the cost of construction repair or maintenance of any dividing fence which may be necessary between the said Lot and any adjoining land owned by the Vendors.

Condition

In witness whereof

these presents have been executed have hereto signed \_\_\_\_\_name this

20 ch

day of

October

One thousand nine hundred and fifty three

· · · · · · · · · · · · · · · · · · ·	
Signed-by the above named THE COMMON SEAL of the MAYOR	
COUNCILLORS AND BURGESSES OF THE BOROUGH OF	. Vistain
LYTTELTON was hereto affixed	
in the presence of	
(Witness) Name Fe & Briggs	Mayor
Oecupation Thompson	Town Clerk

IN THE MATTER of "The Lyttelton Borough Extension Act 1911" and "The Lyttelton Borough Extension Amendment Act 1915"

I, ALFRED MAX WALTER WARTMANN do solemnly and sincerely declare as follows:

1. THAT I am the Purchaser of Lot 47 Deposit Plan 9607
being part of the land comprised in Certificate of Title Volume
452 Folio 50 from The Mayor Councillors and Burgesses of the
Borough of Lyttelton under the foregoing Memorandum of Transfer.

2. THAT the acquisition of the said piece of land by me
does not infringe the provision of "the Lyttelton Borough
Extension Act 1911" or "The Lyttelton Borough Extension
Amendment Act 1915" AND I make this solemn declaration conscientiously

believing the same to be true and by virtue of the "Justice of the Peace Act 1927"

DECLARED at diffellow

by the)

said ALFRED MAX WALTER WARTMANN

this 20d day of Ostolier

1953 Before me:

A.M. W. Wartman

Moodward

A Solicitor of the Supreme Court of New-Zeland

<del>0 r</del>

A Justice of the Feace in and for the Dominion of New Scaland.

Solicitors,

Снязтениясн.

Solicitor.