

Record of Titles Interests

Record of Title and Legal Description	Interest	Comment
1003831 - Section 1 Survey Office Plan 560474	Easement Certificate 5196643.3	This easement certificate will be addressed as part of the substantive application.
	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	This easement certificate will be addressed as part of the substantive application.
	Consent Notice 5535225.7	Relates to the discharge of stormwater and that there is to be no access onto Springs Road. This consent notice will be addressed as part of the substantive application.
	Transfer 5535225.8	Relates to not allowing certain activities to occur at the site including second hand, transportable homes, caravans, huts, second-hand materials allowed in building of homes or improvement, commercial market gardening, roadside stores, commercial activities or signage, no unsightly building, grass, weeds, rubbishes and noxious substances. This will be addressed as part of the substantive application.
	Transfer 5535225.10	Relates to access arrangements which will be addressed as part of the substantive application.
	Encumbrance 12209472.2	Relates to noise/vibration rules, lighting and signage restrictions. This will be addressed as part of the substantive application.
	Partial Surrender of Easement 12466071.3	This easement certificate will be addressed as part of the substantive application.
	Easement Certificate 5196643.3	This easement certificate will be addressed as part of the substantive application.
987857 - Section 10 Survey Office Plan 480694	Easement Certificate 5196643.3	As above
	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	

Record of Title and Legal Description	Interest	Comment
	Consent Notice 5535225.7	
	Partial Surrender of Easement 12466071.3	
	Easement Certificate 5196643.3	
73542 – Lot 2 Deposited Plan 318764	Easement Certificate 5196643.3	As above
	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	
	Consent Notice 5535225.7	
	Transfer 5535225.8	
	Transfer 5535225.10	
	Partial Surrender of Easement 12466071.3	
73547 – Lot 7 Deposited Plan 318764	Easement Certificate 5196643.3	As above
	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	
	Consent Notice 5535225.7	
	Transfer 5535225.8	
	Transfer 5535225.10	
	Partial Surrender of Easement 12466071.3	
73543 – Lot 3 Deposited Plan 318764	Easement Certificate 5196643.3	As above
	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	
	Consent Notice 5535225.7	
	Transfer 5535225.8	
	Transfer 5535225.10	
	Partial Surrender of Easement 12466071.3	
73544 – Lot 4 Deposited Plan 318764	Transfer 993582.1	Relates to the transfer of easement covenants conditions and restrictions in favours of Christchurch City Council. This will be addressed as part of the substantive application.
	Easement Certificate 5196643.3	As above

Record of Title and Legal Description	Interest	Comment
	Consent Notice 5535225.7	
	Transfer 5535225.8	
	Transfer 5535225.10	
	Notice of desire under s18 Public Works Act 1981 9814828.1	S18(1)(b) PWA 1981 the Crown desires to acquire land in the Canterbury District. For Christchurch Southern Motorway Project (Stage 2). Land will be declared road and vested to Christchurch City Council. This will be addressed as part of the substantive application and through consultation with the NZTA.
	Compensation Certificate 9864861.1	S19(1) PWA 1981 provides entry to the land for the Christchurch Southern Motorway Stage 2 Project. Removal of existing shelter/fencing on the areas. Reinstatement of fencing and planting. This will be addressed as part of the substantive application and through consultation with the NZTA.
	Notice under S23 Public Works Act 1981 10095457.1	Notice of intention to take land for road and the functioning indirectly of a road being the Christchurch Southern Motorway Project Stage 2. This will be addressed as part of the substantive application and through consultation with the NZTA.
	Compensation Certificate 10181373.1	S19(1) PWA 1981 enables agreement to acquire 1,406 square metres of land for the compensation of \$190,000 (incl. GST). This will be addressed as part of the substantive application and through consultation with the NZTA.
	Partial Surrender of Easement 12466071.3	As above
	Easement Certificate 5196643.3	As above

Record of Title and Legal Description	Interest	Comment
73546 – Lot 6 Deposited Plan 318764	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	
	Consent Notice 5535225.7	
	Transfer 5535225.8	
	Transfer 5535225.10	
	Partial Surrender of Easement 12466071.3	
	Easement Certificate 5196643.3	
	Transfer 13440790.2	Relates to compliance with fencing covenant which will be addressed as part of the substantive application.
725470 – Section 16 Survey Office Plan 480694	Easement Certificate 5196643.3	As above
	Variation of the conditions of the easement specified in Easement Certificate 5196643.3. 5535225.3	
	Consent Notice 5535225.7	
	Transfer 5535225.8	
	Transfer 5535225.9	Easement of right to convey electricity which will be addressed as part of the substantive application.
	Transfer 5535225.10	As above
	Notice of desire under s18 Public Works Act 1987 10023069.1	
	Notice under S23 Public Works Act 1981 10193918.1	
	Compensation Certificate 11402976.1	S19(1) PWA 1981 provides compensation of \$66,000 (plus GST) for the acquisition of 0.1275 ha. This will be address as part of the substantive application.
	Partial Surrender of Easement 12466071.3	As above
	Easement Instrument 12757035.5	The right to convey telecommunications. This easement will be address as part of the substantive application.

Record of Title and Legal Description	Interest	Comment
	Easement Instrument 12757035.10	Right to convey telecommunications, electricity and drain sewage. This easement will be address as part of the substantive application.
	Partial Surrender of Easement 13036904.2	Surrender of easement that's purpose was the right to convey telecommunications and a right to drain sewage as by easement instrument 12757035.10. This easement will be address as part of the substantive application.
CB47A/324	A426556.6 Transfer creating the following easements in gross	Easement in regard to right to convey electric power. This easement will be address as part of the substantive application.
	A426556.5 Easement Certificate specifying the following easements	Easement in regard to right to convey telephonic communication. This easement will be address as part of the substantive application.
	A426556.4 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 by The Christchurch City Council	This relates to a Mountain Ash tree which is to be protected. This consent notice will be addressed at part of the substantive application.
	The easement created by Transfer A426556.6 is subject to Section 243(a) Resource Management Act 1991	Easement in regard to right to convey electric power. This easement will be address as part of the substantive application.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **73542**
Land Registration District **Canterbury**
Date Issued 13 May 2003

Prior References
CB33K/471

Estate Fee Simple
Area 4.0025 hectares more or less
Legal Description Lot 2 Deposited Plan 318764
Registered Owners
Graham Charles Heazlewood, Andrew Nicholas Heazlewood and LNV Trustees Limited

Interests

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

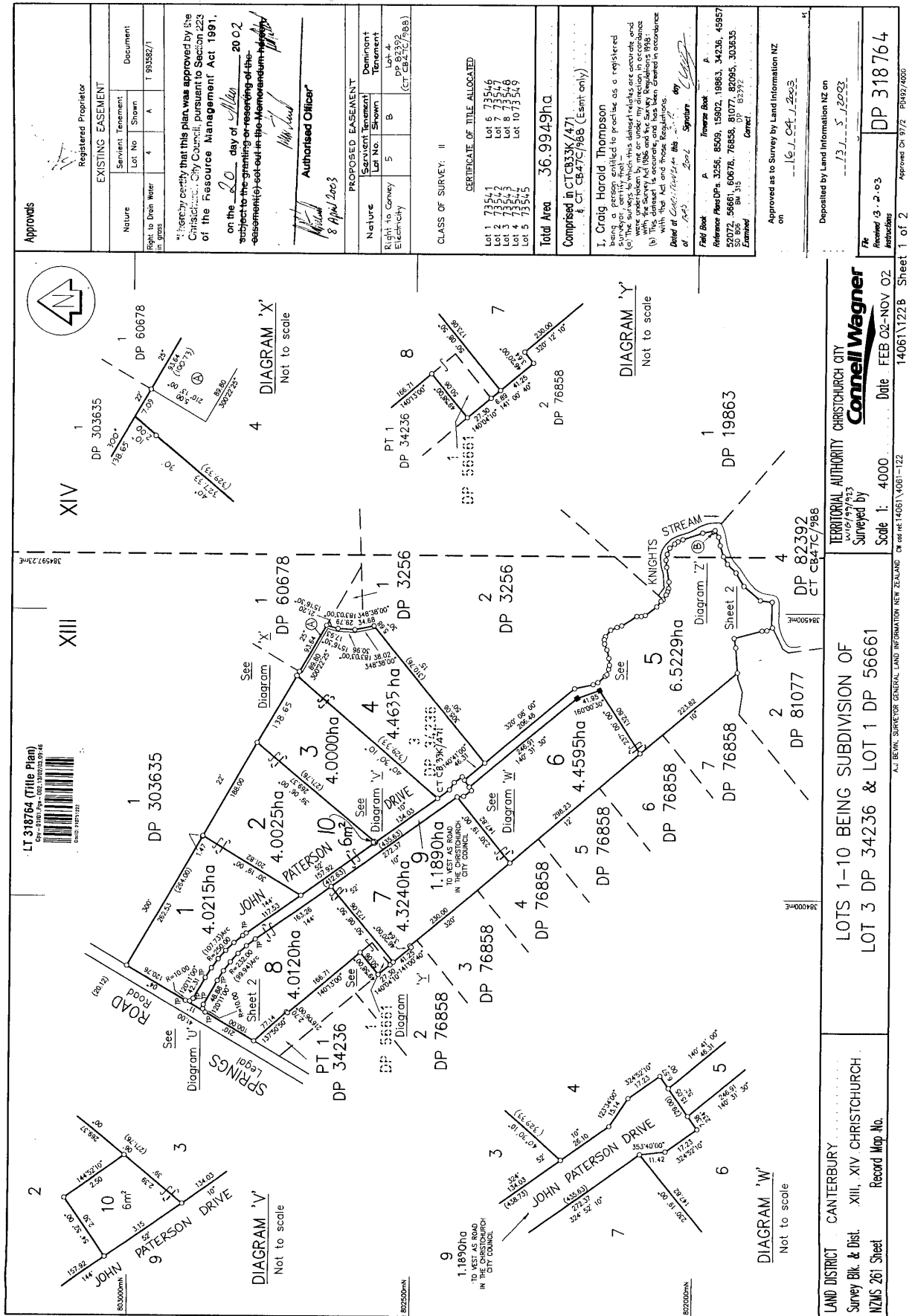
Land Covenant in Transfer 5535225.8 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

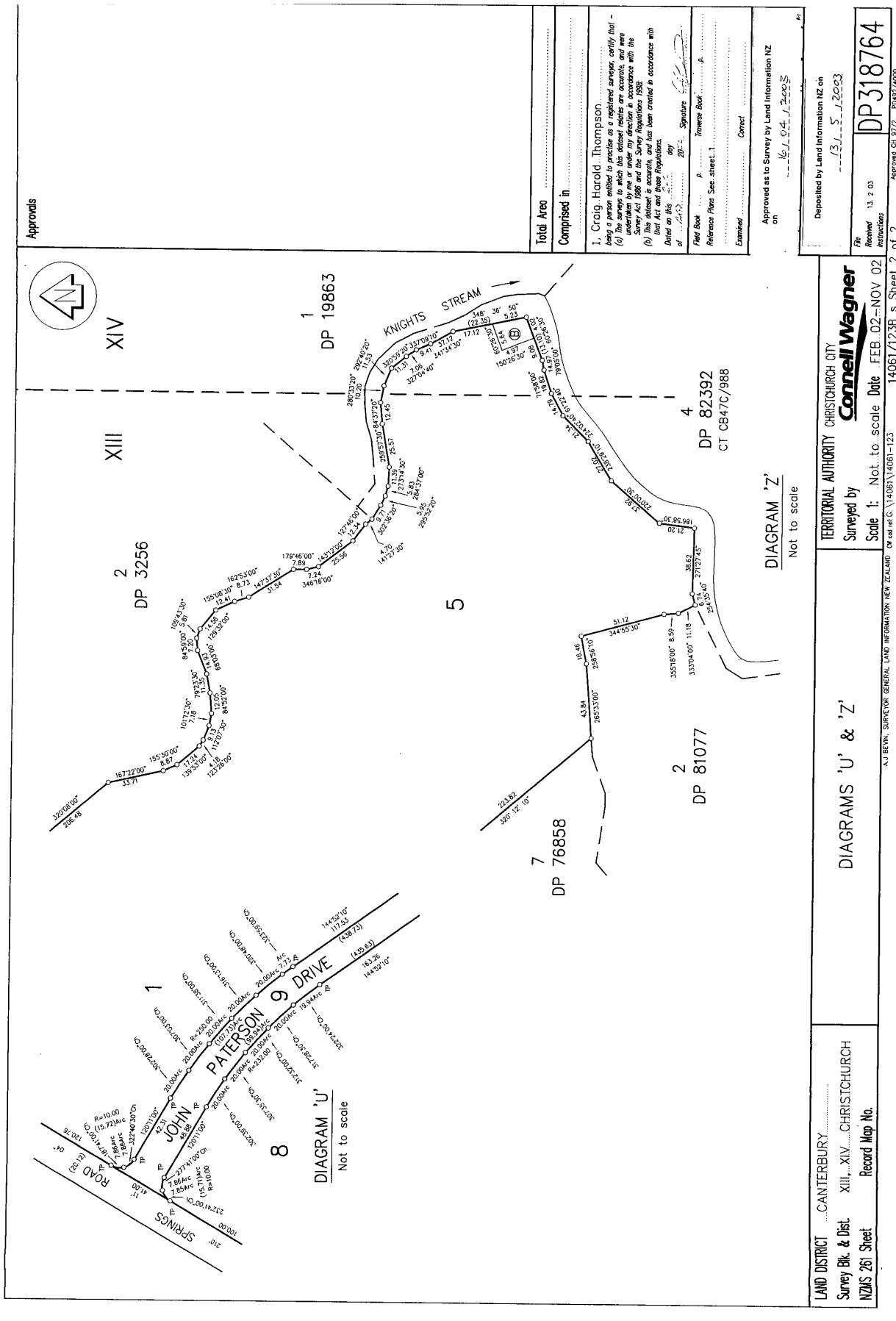
Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.10 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

11974719.2 Mortgage to (now) Noel Donald Jefferies and Clarissa Jane Jefferies - 18.12.2020 at 10:58 am

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm







RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **73543**
Land Registration District **Canterbury**
Date Issued 13 May 2003

Prior References
CB33K/471

Estate Fee Simple
Area 4.0000 hectares more or less
Legal Description Lot 3 Deposited Plan 318764
Registered Owners
Bromac Lodge Limited

Interests

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

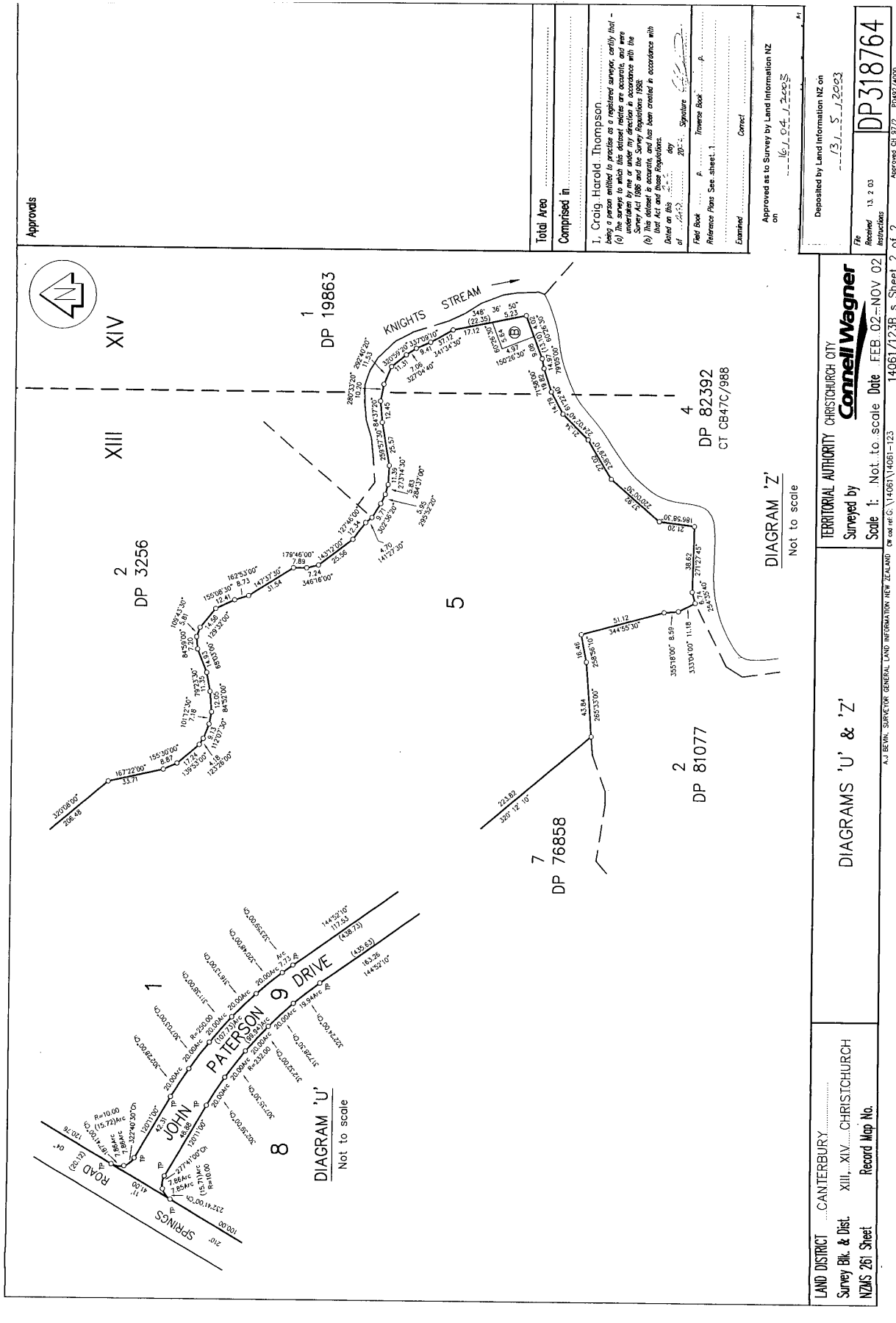
Land Covenant in Transfer 5535225.8 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.10 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm

Search Copy Dated 02/03/26 11:28 am, Page 2 of 3
Register Only



Approvals

Total Area

Comprised in

1. Craig Harold Thompson
being a person entitled to practice as a registered surveyor, certify that -
(a) This survey to which this document relates is accurate, and was
conducted in accordance with the Survey Act 1986 and the Survey Regulations 1986.
(b) This document is accurate, and has been created in accordance with
that Act and these Regulations.
Dated on this 13th day of 13 2 03

Field Book

Reference Plans See Sheet 1

Examined

Approved as to Survey by Land Information NZ on 16/1/04 J.2003

Deposited by Land Information NZ on 13/1/2003

Received 13 2 03

Instructions

Approved 01/7/2 0402/4009

DIAGRAMS 'U' & 'Z'

Scale 1: Not to scale Date FEB 02 NOV 02

14061/4238 s. Sheet 2 of 2

Record Map No.

DIAGRAM 'U'

DIAGRAM 'Z'

Not to scale

DIAGRAM 'U'

DIAGRAM 'Z'

Not to scale



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **73544**
Land Registration District **Canterbury**
Date Issued 13 May 2003

Prior References
CB33K/471

Estate Fee Simple
Area 4.4635 hectares more or less
Legal Description Lot 4 Deposited Plan 318764
Registered Owners
Martin Richard Harcourt, Aiko Harcourt and Peter Ian Cullen

Interests

Subject to a right (in gross) to drain water over part marked A on DP 318764 in favour of Christchurch City Council created by Transfer 993582.1 - 14.5.1992 at 11:24 am

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.8 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.10 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

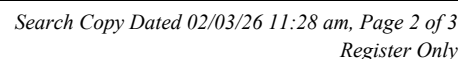
9814828.1 Notice pursuant to Section 18 Public Works Act 1981.- 18.8.2014 at 11:01 am

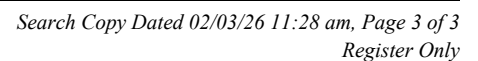
9864861.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 14.10.2014 at 9:13 am

10095457.1 Notice pursuant to Section 23 Public Works Act 1981 - 19.6.2015 at 10:00 am

10181373.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 9.9.2015 at 8:36 am

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm







RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **73546**
Land Registration District **Canterbury**
Date Issued 13 May 2003

Prior References
CB33K/471

Estate Fee Simple
Area 4.4595 hectares more or less
Legal Description Lot 6 Deposited Plan 318764
Registered Owners
John Paterson Estates Limited

Interests

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.8 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

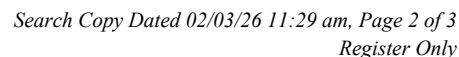
Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

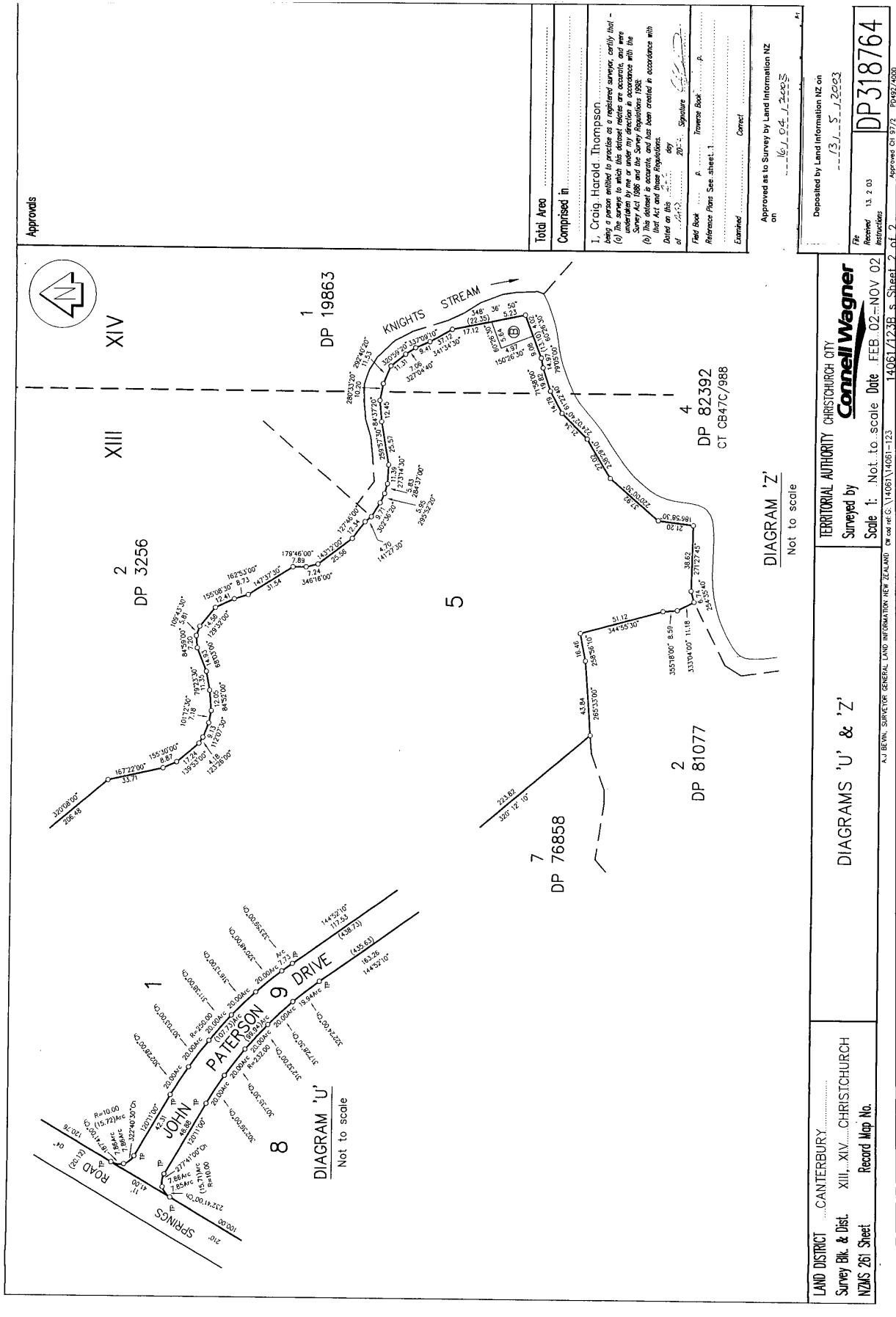
Land Covenant in Transfer 5535225.10 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm

Fencing Covenant in Transfer 13440790.2 - 3.12.2025 at 3:27 pm

13440790.3 Mortgage to Squirrel P2P Trustee Limited - 3.12.2025 at 3:27 pm





Approvals

Total Area

Comprised in

1. Craig Harold Thompson
being a person entitled to practice as a registered surveyor, certify that -
(a) This survey to which this consent relates is accurate, and was
conducted in accordance with the Survey Act 1986 and the Survey Regulations 1986.
(b) This consent is accurate, and has been created in accordance with
that Act and these Regulations.
Dated on this 13th day of 13 2 03

Field Book

Reference Plans See Sheet 1

Examined

Correct

Approved as to Survey by Land Information NZ
on 16/1/04 J.2003

Deposited by Land Information NZ on

13/1/2003

Received

13 2 03

Instructions

Approved C1 9/12 19492/4009

LAND DISTRICT ... CANTERBURY

Survey Blk. & Dist. XIII, XIV, CHRISTCHURCH

NZMS 261 Sheet

Record Map No.

DIAGRAMS 'U' & 'Z'

Scale 1: Not to scale

Date FEB 02 NOV 02

14061/4238 s. Sheet 2 of 2

TERRITORIAL AUTHORITY CHRISTCHURCH CITY

Surveyed by

Connell Wagner

DP318764



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **73547**
Land Registration District **Canterbury**
Date Issued 13 May 2003

Prior References
CB33K/471

Estate Fee Simple
Area 4.3240 hectares more or less
Legal Description Lot 7 Deposited Plan 318764
Registered Owners
San-Tsun Yu and Sung-Chou Pan

Interests

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

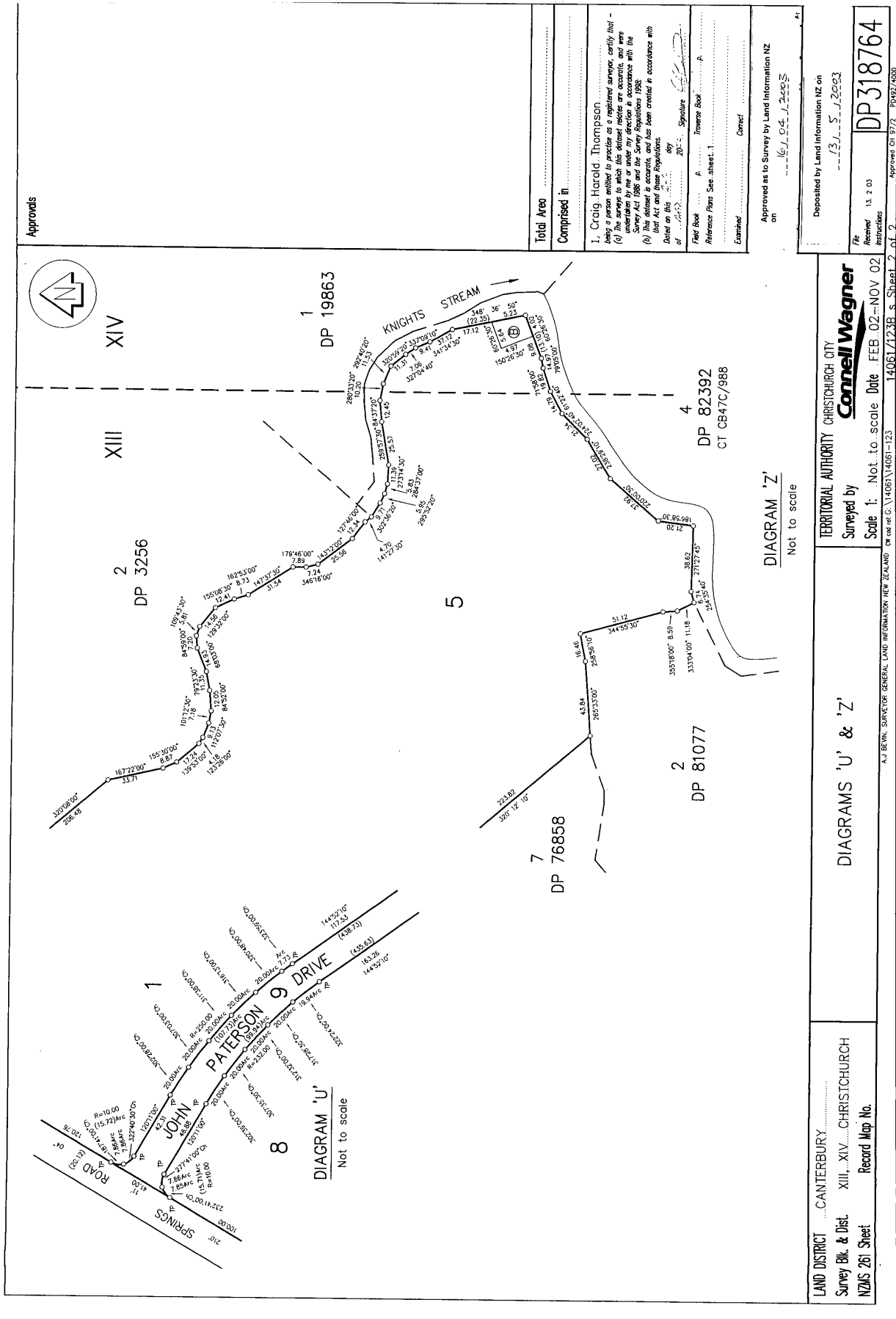
Land Covenant in Transfer 5535225.8 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.10 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm

Search Copy Dated 02/03/26 11:27 am, Page 2 of 3
Register Only



Approvals

Total Area

Comprised in

1. Craig Harold Thompson
being a person entitled to practice as a registered surveyor, certify that -
(a) This survey to which this document relates is accurate, and was
conducted in accordance with the Survey Act 1986 and the Survey Regulations 1986.
(b) This document is accurate, and has been created in accordance with
that Act and these Regulations.
Dated on this 20th day of 1993
Signature [Signature]
Field Book [Blank]
Reference Plans See Sheet 1
Examined [Blank] Correct

Approved as to Survey by Land Information NZ
on 16/1/94 J.2003

Deposited by Land Information NZ on
13/1/2003

File
Received 13.2.03
Instructions
DP318764
Approved C1 9/12 1993/2/003

TERRITORIAL AUTHORITY CHRISTCHURCH CITY
Surveyed by
Connell Wagner
Scale 1: Not to scale Date FEB 02 NOV 02
14061/1238 s. Sheet 2 of 2

DIAGRAMS 'U' & 'Z'

LAND DISTRICT ... CANTERBURY
Survey Blk. & Dist. XIII, XIV CHRISTCHURCH
NZMS 261 Sheet
Record Map No.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **725470**
Land Registration District **Canterbury**
Date Issued 24 December 2015

Prior References
73545

Estate Fee Simple
Area 6.3947 hectares more or less
Legal Description Section 16 Survey Office Plan 480694
Registered Owners
Mercantile Sword Trustee Limited and Neil Morton Sword

Interests

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Subject to a right to convey electricity over part marked C on SO Plan 480694 created by Transfer 5535225.9 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

The easements created by Transfer 5535225.9 are subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

9711729.2 Mortgage to ASB Bank Limited - 29.4.2014 at 10:41 am

10023069.1 Notice pursuant to Section 18 Public Works Act 1981.- 9.4.2015 at 12:21 pm

10193918.1 Notice pursuant to Section 23 Public Works Act 1981 - 18.9.2015 at 12:08 pm

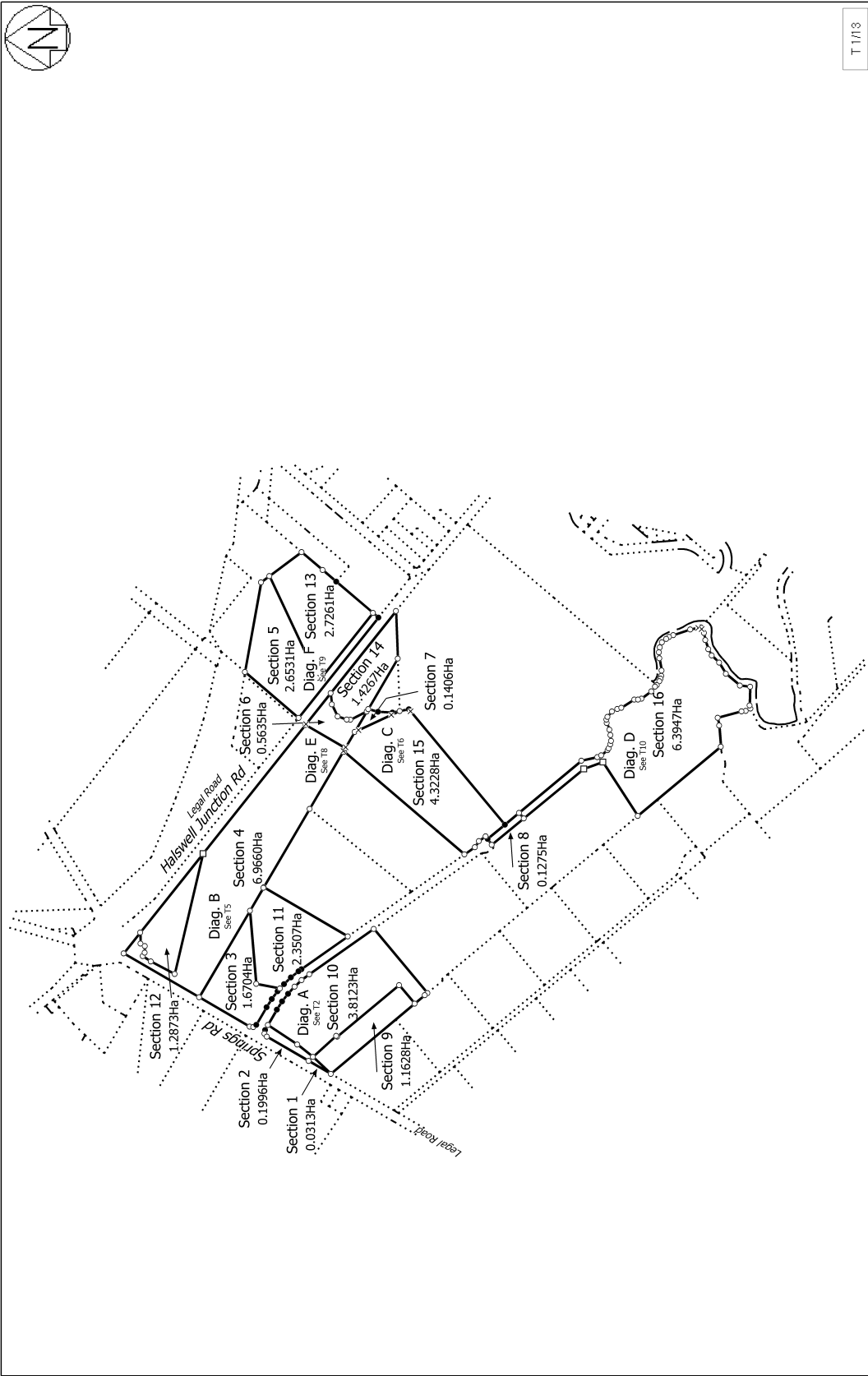
11402976.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 2.4.2019 at 1:39 pm

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm

Appurtenant hereto is a right to convey telecommunications created by Easement Instrument 12757035.5 - 22.9.2023 at 8:36 am

Appurtenant hereto is a right to convey telecommunications and electricity and a right to drain sewage created by Easement Instrument 12757035.10 - 22.9.2023 at 8:36 am

13036904.2 Surrender of the right to convey telecommunications and right to drain sewage marked B on DP 591168 appurtenant hereto created by Easement Instrument 12757035.10 - 13.9.2024 at 2:41 pm



T 1/13

Land District: Canterbury Digitally Generated Plan Generated on: 23/03/2015 09:46am Page 4 of 16	Sections 1 to 16 being Pt Lot 1 DP 42549, Lot 1 DP 303635, Lot 1 DP 60678, Lots 1, 4, 5, and 8 DP 318764, and Pt Lot 1 DP 34236	Surveyor: Ashley John Macfarlane Firm: Ashley Macfarlane Surveying Ltd (Chr)	Title Plan SO 480694 Approved on: 23/03/2015
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **987857**
Land Registration District **Canterbury**
Date Issued 08 March 2021

Prior References
73548

Estate Fee Simple
Area 3.8123 hectares more or less
Legal Description Section 10 Survey Office Plan 480694

Registered Owners

Grant Phillip England, Halie Sharleen Kellaway and Duncan Cotterill Christchurch Trustee (2017) Limited

Interests

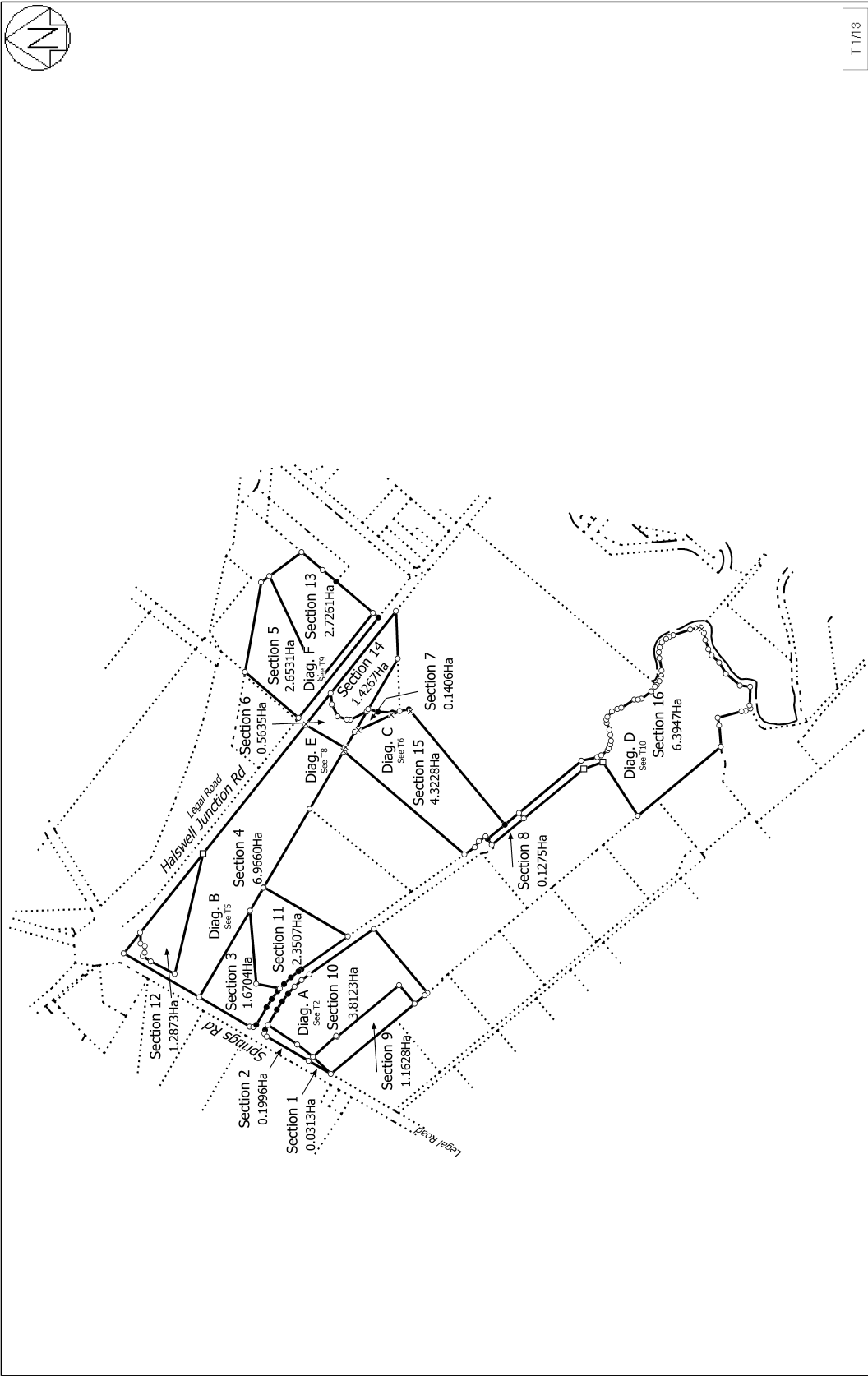
Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

11008610.3 Mortgage to ANZ Bank New Zealand Limited - 24.1.2018 at 3:41 pm

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm



T 1/13	Title Plan SO 480694 Approved on: 23/03/2015	Surveyor: Ashley John Macfarlane Firm: Ashley Macfarlane Surveying Ltd (Chr	Sections 1 to 16 being Pt Lot 1 DP 42549, Lot 1 DP 303635, Lot 1 DP 60678, Lots 1, 4, 5, and 8 DP 318764, and Pt Lot 1 DP 34236	Land District: Canterbury Digitally Generated Plan Generated on: 23/03/2015 09:46am Page 4 of 16
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993582.1 TE

Approved by the D.L.R., Christchurch, No. 964816

MEMORANDUM OF TRANSFER

(GRANT OF RIGHT TO CONVEY AND DRAIN WATER)

WHEREAS ANDREW ANGUS McFARLANE of Christchurch, Company Director

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 Christchurch Survey District

containing 36.9955 hectares

being Lot 3 Deposited Plan 34236 Certificate of Title 33K/471

SUBJECT TO: the easements covenants conditions and restrictions as shown on the title

SUBJECT TO: Mortgage 908895/3 and Memorandum of Encumbrance 924607/1

(Canterbury Registry)

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 CITY COUNCIL a body corporate under the Local Government Act 1974 (hereinafter with its successors and assigns referred to as and included in the term "the Council") the rights, liberties and easements hereinafter contained.

NOW THEREFORE in consideration of the premises and of the covenants on the part of the Council hereafter contained the transferor HEREBY TRANSFERS AND GRANTS unto the Council 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 Deposited Plan 60679 as to Lot 3 Deposited Plan 34236 marked "A"

(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 Council may from time to time think fit and with or without headwalls manholes valves and surface boxes and other appurtenant structures as the Council shall from time to time think fit through over along or under the easement line (such drains being

~~open drains~~
open drains)

~~open or piped drains as the Council from time to time think 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 Council 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 Council 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 HEREBY COVENANTS with the Council 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 Council 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 Council repair or amend the same or pay to the Council the cost of so doing.

IN WITNESS whereof these presents have been executed by the parties hereto the *1st* day of

April
SIGNED by the said)
ANDREW ANGUS MCFARLANE)
in the presence of:)

one thousand nine hundred and

ninety two

[Signature]
Shirley
Christchurch

[Signature]

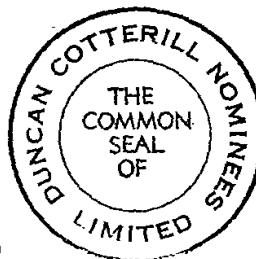
THE COMMON SEAL of the CHRISTCHURCH
CITY COUNCIL was affixed
in the presence of:

[Signature] Mayor / Councillor
[Signature] Administration Manager

CONSENTS TO THE GRANT OF THE FOREGOING EASEMENT

DUNCAN COTTERILL NOMINEES LIMITED as Mortgagee of Mortgage 908895/3
hereby consent to the grant of the within easement

THE COMMON SEAL of)
DUNCAN COTTERILL NOMINEES)
LIMITED was hereunto)
affixed in the presence of:)



[Signature] (Director)
[Signature] Director

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 Council as by it shall be reasonably required.

AND the Council HEREBY COVENANTS 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 Council 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 Council.

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 Council 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 Council shall not be liable for any damage to any pipes in the easement line (save as provided in paragraph 1 of the Council'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 Council to conduct any fluid water or matter hereinbefore referred to through any such drain as aforesaid or the easement line and the Council may commence discontinue or resume such drainage at will.

2. ANY right of action which shall at any time hereafter accrue to the Council 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 Council 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 Council 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.

No. 152

Correct for the purposes of the Land Transfer Act.

TRANSFER

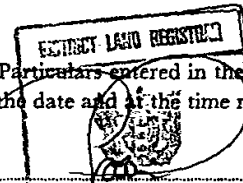
(Grant of Right to Convey and Drain Water)



Solicitor for the Transferee.

ANDREW ANGUS McFARLANE *Transferor*

THE CHRISTCHURCH CITY COUNCIL
Transferee



Assistant Land Registrar of the
District of Canterbury.

CHAMPION, TAYLOR & CO.
Solicitors
CHRISTCHURCH

TURNERS LTD 2218

REGISTER

11.24 11.11.1952 C 5535332

LANDLORDS OF THE
788 RILLING AVE





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **1003831**
Land Registration District **Canterbury**
Date Issued 11 June 2021

Prior References
73541

Estate Fee Simple
Area 3.0488 hectares more or less
Legal Description Section 1 Survey Office Plan 560474
Registered Owners
LNV Trustees Limited

Interests

Appurtenant hereto is a right to convey electric power and telephonic communications and a right to drain sewage specified in Easement Certificate 5196643.3 - 19.4.2002 at 9:17 am

The easements specified in Easement Certificate 5196643.3 are subject to Section 243 (a) Resource Management Act 1991 5535225.3 Variation of the conditions of the easement specified in Easement Certificate 5196643.3 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

5535225.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.8 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Land Covenant in Transfer 5535225.8 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Fencing Covenant in Transfer 5535225.10 - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

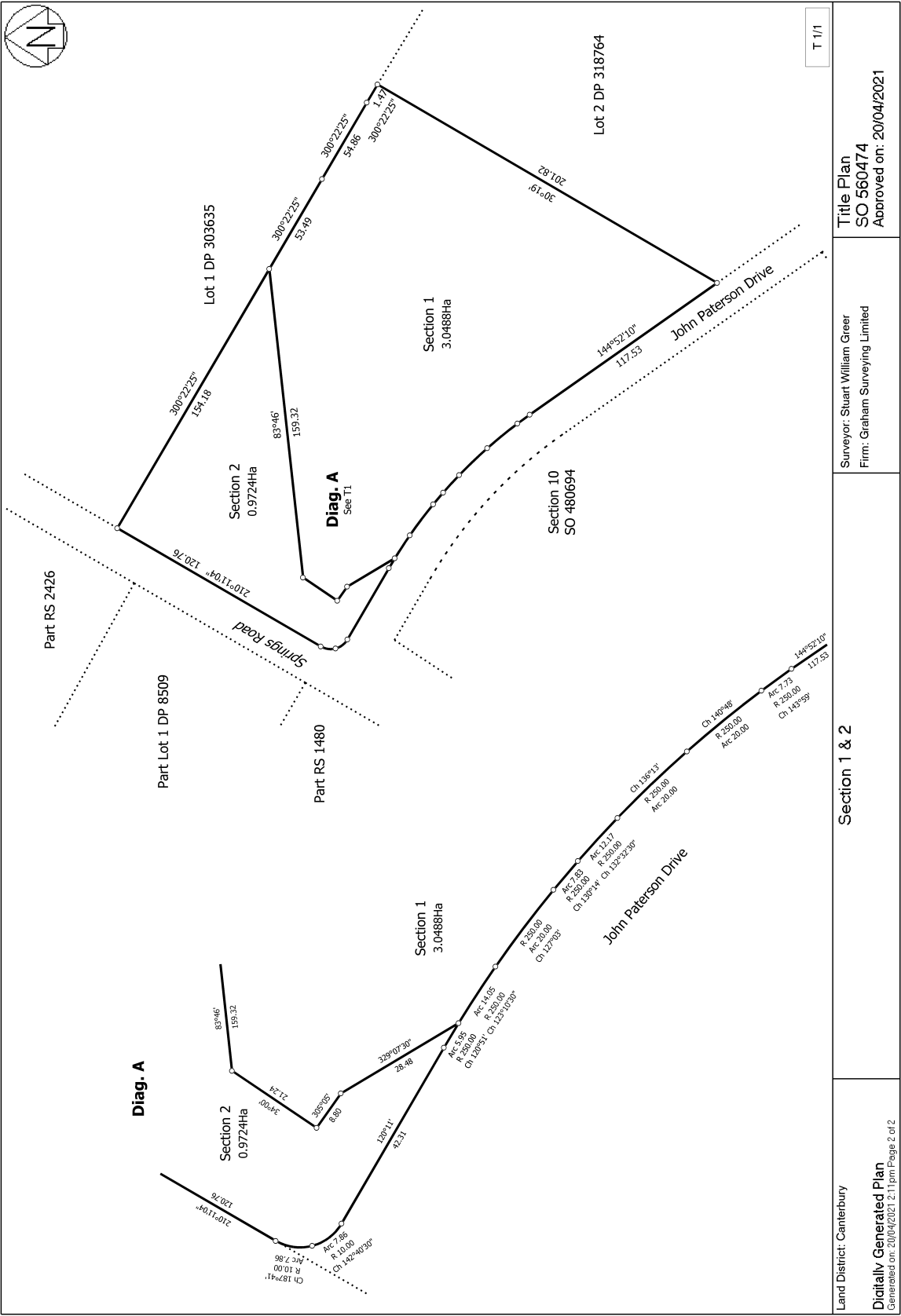
Land Covenant in Transfer 5535225.10 (Limited as to Duration) - Produced 28.3.2003 at 9:00 am and entered 13.5.2003 at 9.00 am

Subject to Part IVA Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

12209472.2 Encumbrance to New Zealand Transport Agency - 17.8.2021 at 3:06 pm

12466071.3 Surrender of the right of way, right to convey electric power and telephonic communications marked B, C, D, E, F, I, J, K, G, H, L, M and N on DP 82392 and right to drain sewage marked D, J, H and M on DP 82392 created by Easement Certificate 5196643.3 appurtenant hereto - 22.7.2022 at 3:01 pm



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

EASEMENT CERTIFICATE

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

I/We ANDREW ANGUS McFARLANE

EC 5196643.3 EASEMENT CERTIFICATE
 CPY-01/01.PGS-006.22/04/02.12:57



DocID: 210528699

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Canterbury on the day of 19x 2000 under No. 82392 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

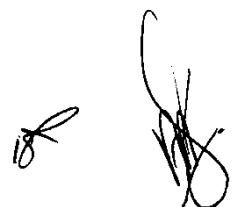
SCHEDULE DEPOSITED PLAN NO. 82392

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way,	1	A	Lots 2-4	47C/985
Right to Drain	4	B	Lots 1-3	47C/988
Water & Sewage.	3	C,D,E	Lots 1,2,4	47C/987
Right to convey	2	F	Lots 1,3,4	47C/986
Water, Electric	3	I,J,K	Lot 4	47C/987
Power & Telephonic Communications	4	G,H	Lot 3	47C/988
Right of Way, Right to Convey Electric Power & Telephonic Communications	1	A	Lot 3 DP34236 &	47C/985
	4	B	Lot 1 DP 56661	47C/988
	3	C,D,E		47C/987
	2	F		47C/986
	3	I,J,K		47C/987
	4	G,H,L,M,N		47C/988
Right to Drain Sewage	3	D,J	Lot 3 DP 34236 &	47C/987
	4	H,M	Lot 1 DP 5661	47C/988

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

See attached Rights and Powers.

Two handwritten signatures in black ink, located in the bottom right corner of the page. The first signature is a simple, stylized mark, and the second is a more complex, cursive signature.

1. RIGHTS AND POWERS

- (a) The rights and powers set out below are in addition to those implied by and set out in the 7th Schedule to the Land Transfer Act 1952 and in the 9th Schedule to the Property Law Act 1952, except to the extent that a contrary intention is expressed in this certificate.
- (b) The rights and powers of the grantee under the rights to convey electric power and telephonic communications recorded in Schedule A of this certificate are the same rights and powers as those set out in Clauses 2 and 5 of the 7th Schedule to the Land Transfer Act 1952 as if the words "electric power and telephonic communications" were substituted for the word "water" wherever the same appears in the said Clause 2 and as if the words "wires, cables, conduit pipes, mains and associated equipment" were substituted for the words "lines of pipes", "pipe or pipes" and "pipe line" wherever the same appear in the said Clause 5

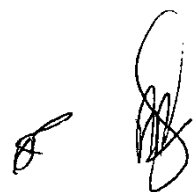
PROVIDED THAT notwithstanding anything contained in this certificate or the 7th Schedule to the Land Transfer Act 1952 the grantee's rights shall be limited to the right to convey electric power and telephonic communications through, under or along the land but not above the land.

- (c) No power is implied in respect of any easement for the grantor to determine the easement for breach of any provision in this certificate (whether expressed or implied) or for any other clause, it being the intention of the parties that such easement shall subsist for all time until it is surrendered.



2. TERMS CONDITIONS COVENANTS ETC.

- (a) The cost of maintenance (in good, clean order) and repair of the right of way, wires, cables, conduits, poles, pumps, shed, valves and pipes shall be borne in equal shares by the registered proprietors of the tenements recorded by this certificate to be able to use the same provided that no registered proprietor shall bear the cost of any such formation, installation, maintenance and repair in respect of any such part which is not used by such registered proprietor.
- (b) If any such repair or maintenance becomes necessary through the act omission neglect or default of any one or more registered proprietors then that registered proprietor shall bear the whole cost of such repair or maintenance.
- (c) No registered proprietor shall do any act which impedes, interferes with or restricts the rights of any other registered proprietor and other authorised persons in relation to these easements. In particular, no building or other improvements shall be erected or constructed and no tree or shrubs shall be planted in any position likely to interfere with the exercise of the rights and powers contained or implied in any easement recorded by this certificate.
- (d) If any dispute shall arise as to the terms or the interpretation of this certificate or as to the cost or type of maintenance of the said easements or otherwise arising out of or touching or concerning these presents then the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If one cannot be agreed upon within fourteen (14) days, then to an independent arbitrator appointed by the President for the time being of the Canterbury District Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution. The parties execution of this certificate shall deem this an "Arbitration Agreement" within the meaning of that Act.



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

See attached Terms, Conditions, Covenants etc

Dated this 22nd day of March 2002

Signed by the above-named

ANDREW ANGUS McFARLANE

in the presence of

Witness **TIMOTHY ERIC RANKIN**

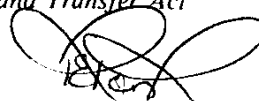
Occupation **SOLICITOR**

Address **CHRISTCHURCH**

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*



Solicitor for the registered proprietor

**PARRY FIELD & CO
SOLICITORS
CHRISTCHURCH**

Easement variation instrument to vary easement, *profit à prendre*, or land covenant
Sections 90C and 90F, Land Transfer Act 1952

Land registration district

Canterbury

VE 5535225.3 Variation

Cpy - 01/01, Pgs - 003, 27/03/03, 11:59



DocID: 210786698

Grantor

Surname(s) i

Andrew Angus McFarlane

Grantee

Surname(s) must be underlined.

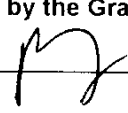
Andrew Angus McFarlane

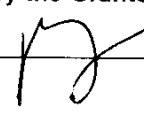
Variation* of easement, *profit à prendre*, or covenant

The terms, covenants, or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are **varied**, **negatived**, or **added to** as set out in Annexure Schedule 1.

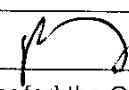
Dated this 18th day of March 20 03

Attestation

	Signed in my presence by the Grantor
	Signature of witness 
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name PETER RICHARD VAN RIJ
	Occupation SOLICITOR
	Address CHRISTCHURCH
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee
	Signature of witness 
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name PETER RICHARD VAN RIJ
	Occupation SOLICITOR
	Address CHRISTCHURCH
Signature [common seal] of Grantee	

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


[Solicitor for] the Grantor

*If the consent of any person is required for the variation, the specified consent form must be used

Annexure Schedule 1Easement variation
instrument

Dated

18 March 2003

Page 2 of 3 pages

Schedule A

(Continue in additional Annexure Schedule if required)

Nature of easement, <i>profit</i> , or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Easement	EC5196643.3	CTs 25988 47C/986 47C/987 47C/988	CTs 25988 47C/986 47C/987 47C/988 33K/471

**Variation of terms, covenants or
conditions**

(Continue in additional Annexure Schedule if required.)

Add a new clause 2(e) to the clause Terms, Conditions, Covenants or Restrictions in respect of any of the above Easements:

2(e) Notwithstanding clauses 2(a) to (d) inclusive, the Registered Proprietors agree:

i. Definitions:

- Title A means Certificate of Title 25988
- Title B means Certificate of Title 47C/986
- Title C means Certificate of Title 47C/987
- Title D means Certificate of Title 47C/988
- Right of Way Strips means areas A, B, C, E, F, G, I, K, L, N on DP 82392
- "Garden Areas" means those parts of the Right of Way Strips which are sown in grass or planted in garden or trees at the date of this instrument or as otherwise varied by unanimous consent of the DP 82392 proprietors.
- DP 82392 Proprietors means the registered proprietors for the time being of the land in Title A, Title B, Title C and Title D.

ii. The DP 82392 Proprietors shall from time to time delegate the maintenance of the Garden Areas to a contractor to be appointed by the DP 82392 Proprietors on terms satisfactory to the DP 82392 Proprietors.

iii. The DP 82392 Proprietors may from time to time dismiss such a contractor, appoint a new contractor in lieu thereof and/or vary the terms of contract with any such contractor on terms

All signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Easement Variation

Dated

18 month 2003

Page

3

of

3

Pages

Continuation of Variation of terms, covenants or conditions:

that are satisfactory to the DP 82392 Proprietors.

- iv. Any decision of the DP 82392 Proprietors shall be based upon a simple majority of the DP 82392 Proprietors.
- v. The cost of maintenance of the Garden Areas shall be shared between the DP 82392 Proprietors in the following proportions:
 - Title A 20%
 - Title B 20%
 - Title C 30%
 - Title D 30%
- vi. Where a DP 82392 Proprietor or any agent, employee, contractor, tenant, customer or other invitee of a DP 82392 Proprietor causes any damage to the Garden Areas such Proprietor shall bear the whole cost of such repair or maintenance.
- vii. Except as varied by this instrument the parties affirm the terms of Easement EC5196643.3.

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.



DocID: 210786705

IN THE MATTER OF
AND
IN THE MATTER OF

the Resource Management Act 1991

Subdivision Consent Application
WIG/99/923 and Plan No. 318764

**CONSENT NOTICE PURSUANT TO
SECTION 221, RESOURCE MANAGEMENT ACT 1991**

To: Registrar-General of Lands
Canterbury Land Registration District
LAND INFORMATION NEW ZEALAND

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision consent as follows:-

Affecting Lots 1 to 8 DP 318764

All roof stormwater is to discharge via a soakage chamber. Only roof stormwater may be discharged to the soakage chamber via a sealed system in accordance with CCC Standard Detail 378. Surface stormwater discharges are to be discharged via soakage with appropriate treatment or via a retention basin as determined at the time of issue of the relevant building consent.

Affecting Lot 1 and Lot 8 DP 318764

Lot 1 DP 318764 and Lot 8 DP 318764 have frontage onto Springs Road (a main arterial road) and no such allotment shall have vehicular access or egress onto or from Springs Road except through John Patterson Drive.

AND THAT you are hereby directed and required to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND AFFECTED BY CONSENT NOTICE

ALL THAT parcel of land containing

- 4.0215ha being Lot 1 DP 318764 comprised in Certificate of Title 73541
- 4.0025ha being Lot 2 DP 318764 comprised in Certificate of Title 73542
- 4.1150ha being Lot 3 DP 318764 comprised in Certificate of Title 73543
- 4.3485ha being Lot 4 DP 318764 comprised in Certificate of Title 73544
- 6.5229ha being Lot 5 DP 318764 comprised in Certificate of Title 73545
- 4.4595ha being Lot 6 DP 318764 comprised in Certificate of Title 73546
- 4.3240ha being Lot 7 DP 318764 comprised in Certificate of Title 73547
- 4.0120ha being Lot 8 DP 318764 comprised in Certificate of Title 73548

DATED this 27th day of February 2003

SIGNED for and on behalf of
THE CHRISTCHURCH CITY COUNCIL
pursuant to Section 252 of the
Local Government Act 1974

Edward John BARWELL
Principal Officer
(for the purposes of Section 221
Resource Management Act 1991)

Transfer instrument
Section 90, Land Transfer Act 1952

T 5535225.8 Transfer

Cpy - 01/01, Pgs - 004, 27/03/03, 12:02



DocID: 210786706

Land registration district

Canterbury

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

73541-8

All

Transferor

Surname(s) must be underlined.Andrew Angus McFarlane

Transferee

Surname(s) must be underlined.Andrew Angus McFarlane

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Fee Simple and Servient Lot Covenant (continued on page 2 Annexure Schedule)

and fencing covenant

Operative clause

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

Dated this

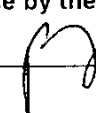
20

day of

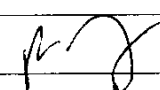
March

20 03

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor	
	 Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name PETER RICHARD VAN RIJ SOLICITOR CHRISTCHURCH	
Signature [common seal] of Transferor	Occupation	
	Address	

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


 [Solicitor for] the Transferee

Annexure Schedule

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

Transfer

Dated

20 March

2003

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Pages

Continuation of "Estate or Interest or Easement to be Created"

WHEREAS it is the Transferor's intention to create for the benefit of the land in Certificates of Title 73541, 73542, 73543, 73544, 73545 73546, 73547 and 73548, (hereinafter together referred to as the "Dominant Lots") the Land Covenants set out in Schedule A over the land in Certificates of Title 73541, 73542, 73543, 73544, 73545 73546, 73547 and 73548 (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the Transferee **DOES HEREBY COVENANT AND AGREE** in the manner set out in Schedule A hereto so that that the covenants run forever with the Servient Lots for the benefit of the Dominant Lots.

1.1 Schedule A

- 1.1 No second hand, "kitset" or transportable homes, caravans or huts for any kind of residential use shall be erected on the Servient Lot.
- 1.2 No second hand materials (other than bricks) shall be allowed in the building of any home and appurtenant improvements on the Servient Lot.
- 1.3 No commercial market gardening may be undertaken on the Servient Lot.
- 1.4 No road side stores may operated on or beside the Servient Lot.
- 1.5 No commercial, sign or hoarding of any kind may be erected on any part of the Servient Lot or on any Building on the Servient Lot (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale).
- 1.6 No building, grass, weeds, rubbish, noxious substances or other deleterious matter which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision shall be permitted on the Servient Lot.
- 1.7 The Transferor shall not be called upon to erect or repair or contribute to the cost of erection or repair of any dividing or boundary fence between the Servient Lot and any contiguous land of the Transferor but this proviso shall not enure for the benefit of any transferee of any such contiguous land.

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

Annexure Schedule

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

Transfer

Dated

20 March

2003

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Pages

2.0 The Covenants shall:

- (a) run with each of the Servient Lots; and
- (b) be for the benefit of and appurtenant to all of the Dominant Lots; and
- (c) all expire on 1 January 2008 and be void for all purposes including antecedent breach (except where any enforcement notice pursuant to Covenant 4.0 of this document has already been served).

3.0 Interpretation

For the purposes of this schedule and the Covenants unless the context otherwise requires:

- (a) **"allow" or "allowed"** includes to do, facilitate, permit and suffer.
- (b) **"Building"** includes all structures and construction, including (but not limited to) dwelling-houses, flats, units, garages, glass-houses and sheds.
- (c) **"construct" and "construction"** includes to install, erect, relocate, or place on the Servient Lot or in any Building and also includes "allow to construct".
- (d) **"Plan"** means the deposited plan DP 318764.
- (e) **"Subdivision"** means the sub-division of the land in the Plan
- (f) 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.

4.0 Enforcement.

4.1 If there is any breach or non-observance of any of the Covenants by a Transferee (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 by any other registered proprietor of a Dominant Lot to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 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 Servient Lot any Building, planting, landscape feature or other item erected on the Servient Lot in breach or in non-observance of the foregoing Covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
- (d) 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.

4.2 The Transferor does not have any responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these

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

Annexure Schedule

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

Transfer

Dated

20 March

2003

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Pages

Covenants. The Transferee also agrees to keep the Transferor indemnified, free and harmless from any claim, liability, loss, action or inaction arising against it or its agents in this regard.

- 4.3 If there is more than one Transferee of a Servient Lot, the liability of the Transferees for the Servient Lot shall be joint and several.

5.0 **Dispute resolution**

- 5.1 Without prejudice to the enforcement provisions of this document, if any dispute arises between or among the parties concerning the covenants above, then the parties shall enter into negotiations in good faith to resolve their dispute.

- 5.2 If the dispute is not resolved within twenty working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

- 5.3 If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury District Law Society.

- 5.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

Continuation of "Attestation"

Signed in my presence by the Transferee

Signature of Transferee:

Signature of Witness:

Witness Name:

Occupation:

**PETER RICHARD VAN RIJ
SOLICITOR
CHRISTCHURCH**

Address:

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.

E 5535225.9 Grant of Ea:

Cpy - 01/01, Pgs - 004, 27/03/03, 12:03



DocID 210786708

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***

73545		All	
-------	--	-----	--

Transferor Surnames must be underlined

Andrew Angus McFarlane

Transferee Surnames must be underlined

Andrew Angus McFarlane

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 convey electricity (continued on page 2 Annexure Schedule)

Consideration

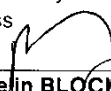
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above 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 day of March 2003

Attestation

	Signed in my presence by the Transferor
	Signature of Witness 
	Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i>
	Witness name Peter Richard van Rijn Occupation Solicitor 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

TRANSFER

Dated

20 March

2003

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Pages

Continuation of "Estate or Interest or Easement to be created"

The Transferee shall have the right to convey electricity over the part of the land in Certificate of Title 73545 marked " B" on DP 318764 being forever appurtenant to the land of the Transferee contained in Certificate of Title 47C/988.

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

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

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Parry Field
Solicitors
Christchurch

Auckland District Law Society
REF: 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Transfer instrument
Section 90, Land Transfer Act 1952

T 5535225.10 Transfer
Cpy - 01/01, Pgs - 003, 27/03/03, 12:03
DocID: 210786709

Land registration district

Canterbury

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

73541-4
73546-8

All
All

Transferor

Surname(s) must be underlined.

Andrew Angus McFarlane

Transferee

Surname(s) must be underlined.

Andrew Angus McFarlane

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

Fee Simple and Land Covenant (continued on page 2 Annexure Schedule)

Operative clause

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

Dated this

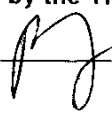
20

day of

March

20 03

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor	
	Signature of witness	
Signature [common seal] of Transferor	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	PETER RICHARD VAN RIJ
	Occupation	SOLICITOR CHRISTCHURCH
	Address	

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



[Solicitor for] the Transferee

Annexure Schedule

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

Transfer

Dated

20 March

2003

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Continuation of "Estate or Interest or Easement to be created"

WHEREAS the Land in certificates of title 73541, 73542, 73543, 73544, 73546, 73547 and 73548 (hereinafter referred to as the "Servient Lots") have a frontage onto Lot 9 DP 318764 a public road, it is the Transferor's intention to create for the benefit of the land in Certificates of Title 73541, 73542, 73543, 73544, 73545, 73546, 73547 and 73548 (hereinafter together referred to as the "Dominant Lots") the Land Covenant set out in Schedule A over the Servient Lots TO THE INTENT that Servient Lots shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

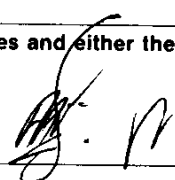
AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule A hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

Schedule A

- 1 The Servient Lots referred to in Schedule 1 shall not create any entranceway or accessway onto Lot 9 DP 318764 over those parts of the respective Servient Lots specified in Schedule 1 and marked accordingly on Deposited Plan 320044.
- 2 The Covenants shall:
 - (a) run with each of the Servient Lots; and
 - (b) be for the benefit of and appurtenant to all of the Dominant Lots; and
 - (c) expire on 1 January 2008 and be void for all purposes including antecedent breach (except where any enforcement notice pursuant to Covenant 3.0 of this document has already been served).
- 3 Enforcement.

If there is any breach or non-observance of any of the Covenants by a Transferee (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 its cost, (with respect to each individual breach) upon written notice by any other registered proprietor of a Dominant Lot to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One hundred dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given.
- 4 The Transferor does not have any responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of the Covenants. The registered proprietor of the several lots for the time being shall keep the Transferor indemnified, free and harmless from any claim, liability, loss, action or inaction arising against it or its agents in this regard.

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



Annexure Schedule

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

Transfer

Dated

20 March

2003

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Pages

Schedule 1

Lot	Deposited Plan	Certificate of Title	Marked on DP 320044
1	318764	73541	B&C
2	318764	73542	D&E
3	318764	73543	F&G
4	318764	73544	H&I
6	318764	73546	J&K
7	318764	73547	L&M
8	318764	73548	N&O

Continuation of "Attestation"

Signed in my presence by the Transferee

Signature of Transferee:



Signature of Witness:



Witness Name:

Occupation:

PETER RICHARD VAN RIJ
SOLICITOR
CHRISTCHURCH

Address:

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.




Instrument No	9814828.1	
Status	Registered	
Date & Time Lodged	18 August 2014 11:01	
Lodged By	De Silva, Shehan Anthony Malavige	
Instrument Type	Notice of desire under s18 Public Works Act 1981	



73544 Canterbury

Annexure Schedule: Contains 2 Pages.

*** End of Report ***

To: The Registrar-General of Land
Canterbury Land District

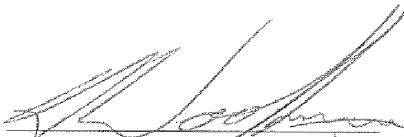
Notice of Desire to Acquire Land

Notice is hereby given pursuant to section 18(1)(b) of the Public Works Act 1981 that the Crown desires to acquire the land described in the Schedule below ("land") for the functioning indirectly of road for the Christchurch Southern Motorway Project (Stage 2).

Following construction the land will be declared road and vested in Christchurch City Council.

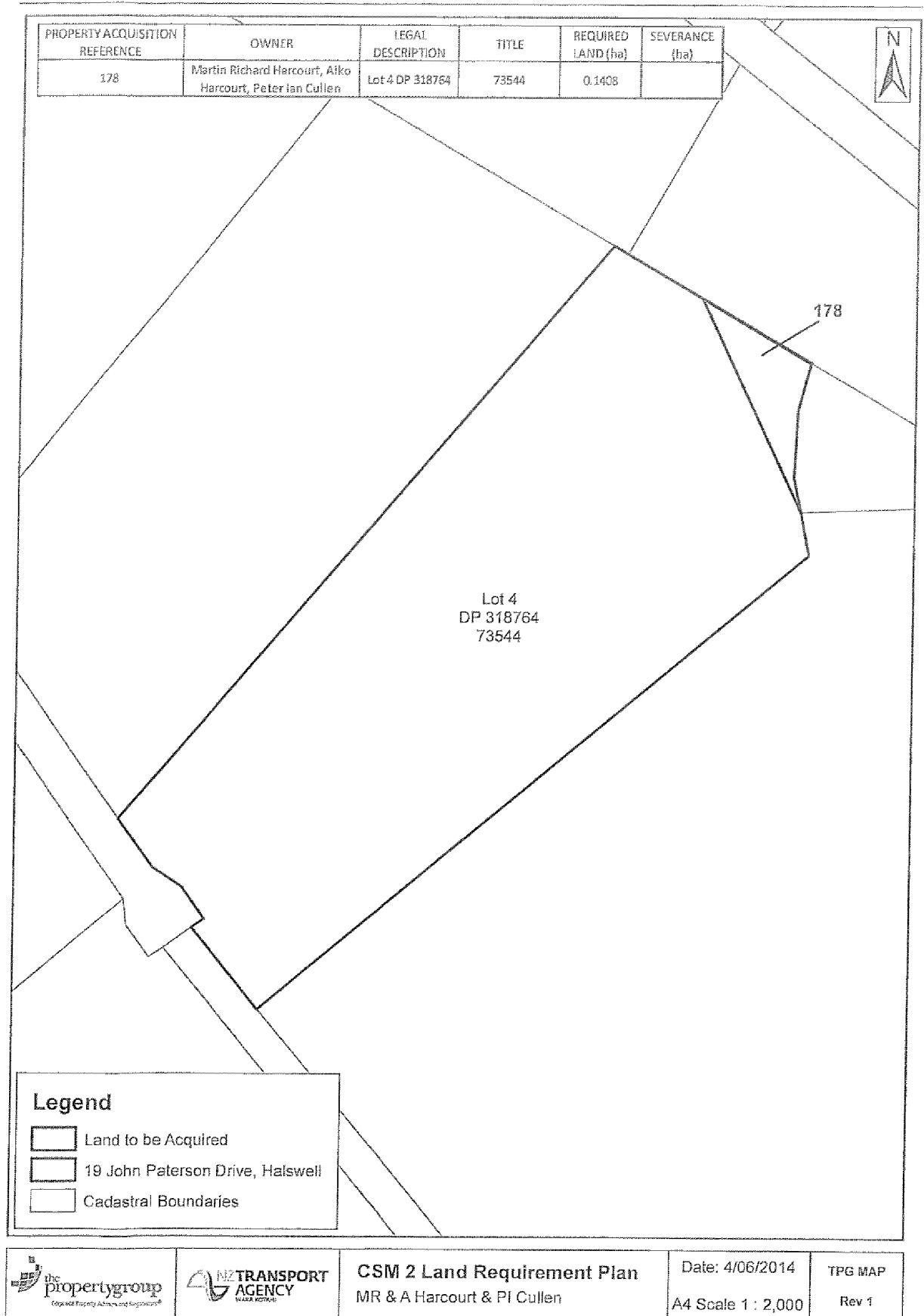
SCHEDULE

0.1408 hectares (subject to survey) being part Lot 4 DP 318764 (part Computer Freehold Register 73544); shown marked "178" on CSM 2 Land Requirement Plan, MR & A Harcourt & Pl Cullen, Rev 1.



Hon Michael Woodhouse
Minister for Land Information

22/7/14



View Instrument Details



Instrument No	9864861.1
Status	Registered
Date & Time Lodged	14 October 2014 09:13
Lodged By	Packer, Erin Lee
Instrument Type	Compensation Certificate



Affected Computer Registers Land District

73544	Canterbury
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Annexure Schedule: Contains 1 Page.

Signature

Signed by Casey Dell Hucker as Crown or Local Authority Representative on 13/10/2014 09:05 AM

*** End of Report ***



To Registrar-General of Land
Canterbury Land Registration District

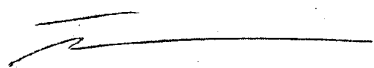
**COMPENSATION CERTIFICATE UNDER
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

Unique Identifier(s)	All/Part	Area/Description of part or stratum
73544	Part	Lot 4 Deposited Plan 318764

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the computer registers to all land affected by it.

File reference	CPC/13/17375
Agreement reference	
Date of agreement	
Inspection location	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
Hours for inspection	09.00 to 16.00, Monday to Friday (except public holidays)
Names/addresses of affected parties <i>[ie other than the Minister]</i>	M & A Harcourt & P Cullen 19 John Paterson Drive Halswell CHRISTCHURCH 8051
Brief particulars	The Licence to Occupy provides for entry to the land described above for the Christchurch Southern Motorway Stage 2 Project. The Licence to Occupy also provides for the following: • Removal of the existing shelter/fencing on the areas depicted on the plan attached to schedule C; and • Reinstatement of fencing and planting in accordance with the attached Licence to Occupy

Dated at Wellington this 09 day of October 2014


[enter below name and designation in BLOCK letters]

For and on behalf of
Her Majesty the Queen
Acting pursuant to delegated
authority from the Chief
Executive of Land Information NZ
pursuant to section 41 of the
State Sector Act 1988

TERESA BUCKTHOUGHT

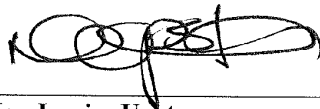


To: The Registrar-General of Land
Canterbury Land District

Notice of Desire to Acquire Land

Notice is hereby given pursuant to section 18(1)(b) of the Public Works Act 1981 that the Minister for Land Information desires to acquire the land described in the Schedule below ("land") for the functioning indirectly of a road for the Christchurch Southern Motorway Project (Stage 2).

Following construction the land will be declared road and vest in Christchurch City Council.

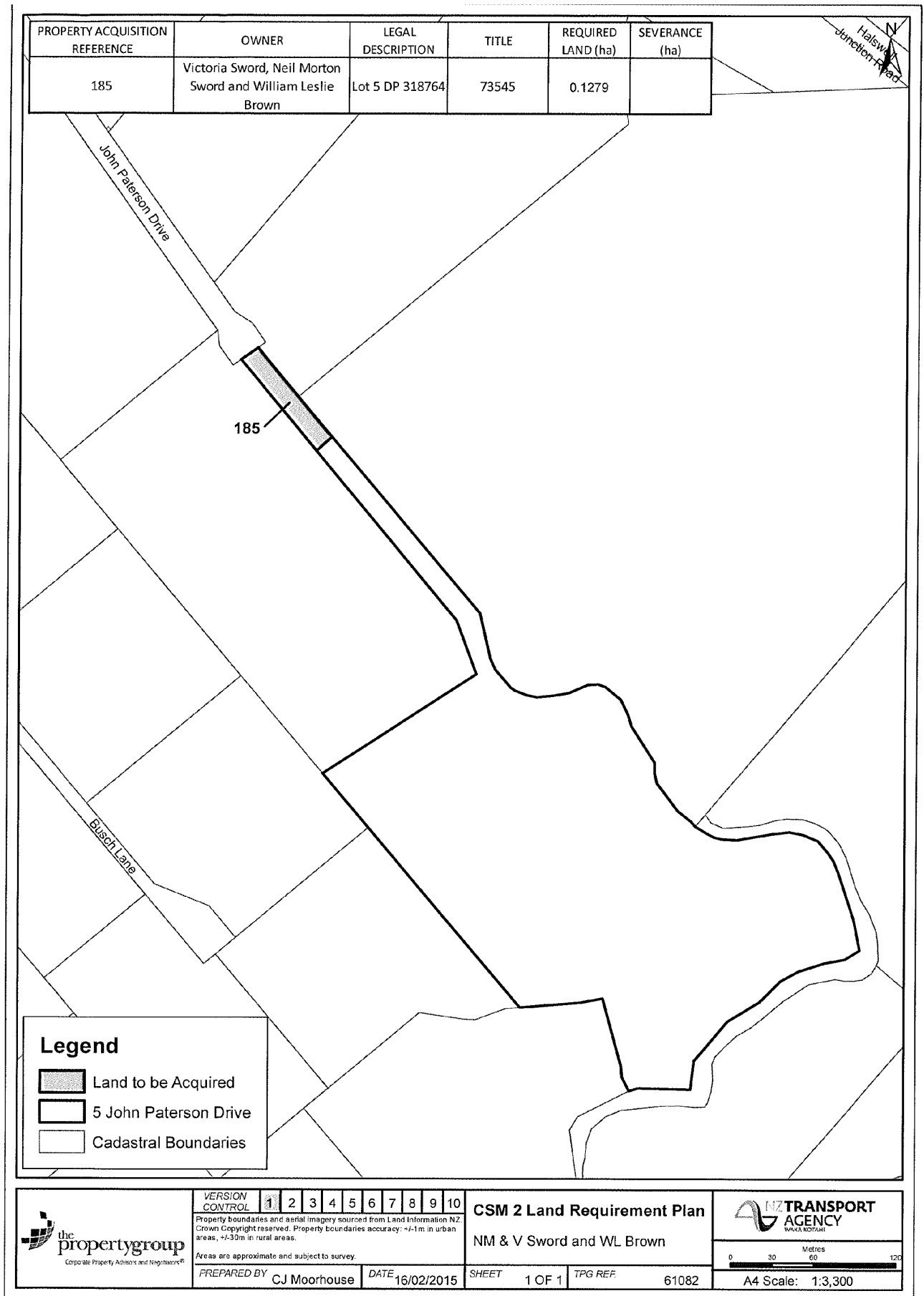


Hon Louise Upston
Minister for Land Information

23/08/2015

Schedule

0.1279 hectares (subject to survey) being part Lot 5 DP 318764 (part Computer Freehold Register 73545); shown marked "185" on CSM2 Land Requirement Plan, NM & V Sword and WL Brown.



View Instrument Details



Instrument No	10095457.1
Status	Registered
Date & Time Lodged	19 June 2015 10:00
Lodged By	Whyte, Melanie Rae
Instrument Type	Notice under Section 23 Public Works Act 1981



Affected Computer Registers Land District

73544	Canterbury
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Annexure Schedule: Contains 3 Pages.

Signature

Signed by Casey Dell Hucker as Crown or Local Authority Representative on 18/06/2015 03:38 PM

*** End of Report ***

**Notice of Intention to Take Land for Road and the Functioning Indirectly of a Road
(Christchurch Southern Motorway Project (stage 2)) – Christchurch City**

NOTICE is hereby given that the Minister for Land Information proposes to take under the Public Works Act 1981 the land described in the Schedule hereto (“land”).

The land is required for the Christchurch Southern Motorway Project (stage 2) (“Project”). More particularly the land is required for the functioning indirectly of a road and following construction will vest in Christchurch City Council.

The Project comprises part of the Christchurch Southern Corridor ‘Roads of National Significance’ Project that will provide access to Lyttelton Port and the Christchurch CBD for people and freight from south of Christchurch.

The owners of the land and those persons with a registered interest in it have been served with notice of the Minister for Land Information’s intention to take the land and advised of their right to object.

Any other person having the right to object may send a written objection to the Registrar, Environment Court, Level 1, District Court Building, 282 Durham Street, Christchurch 8013, New Zealand, or PO Box 2069, Christchurch, New Zealand or DX: WX 11113 within 20 working days after the date of publication of this notice.

If any objection is made in accordance with this notice a public hearing will be heard with the right of the objector to appear and be heard personally unless the objector otherwise requires and each objector will be informed of the time and place of the hearing.

Any person requiring further information in respect of this advice should contact Chris Jones, The Property Group Limited, The Property Group Limited, Level 2, Lion House, 169 Madras Street, Sydenham, Christchurch 8240. *Postal Address:* PO Box 7240, Sydenham, Christchurch 8240. *Telephone:* (03) 363 5902

First Schedule

Canterbury Land District – Christchurch City

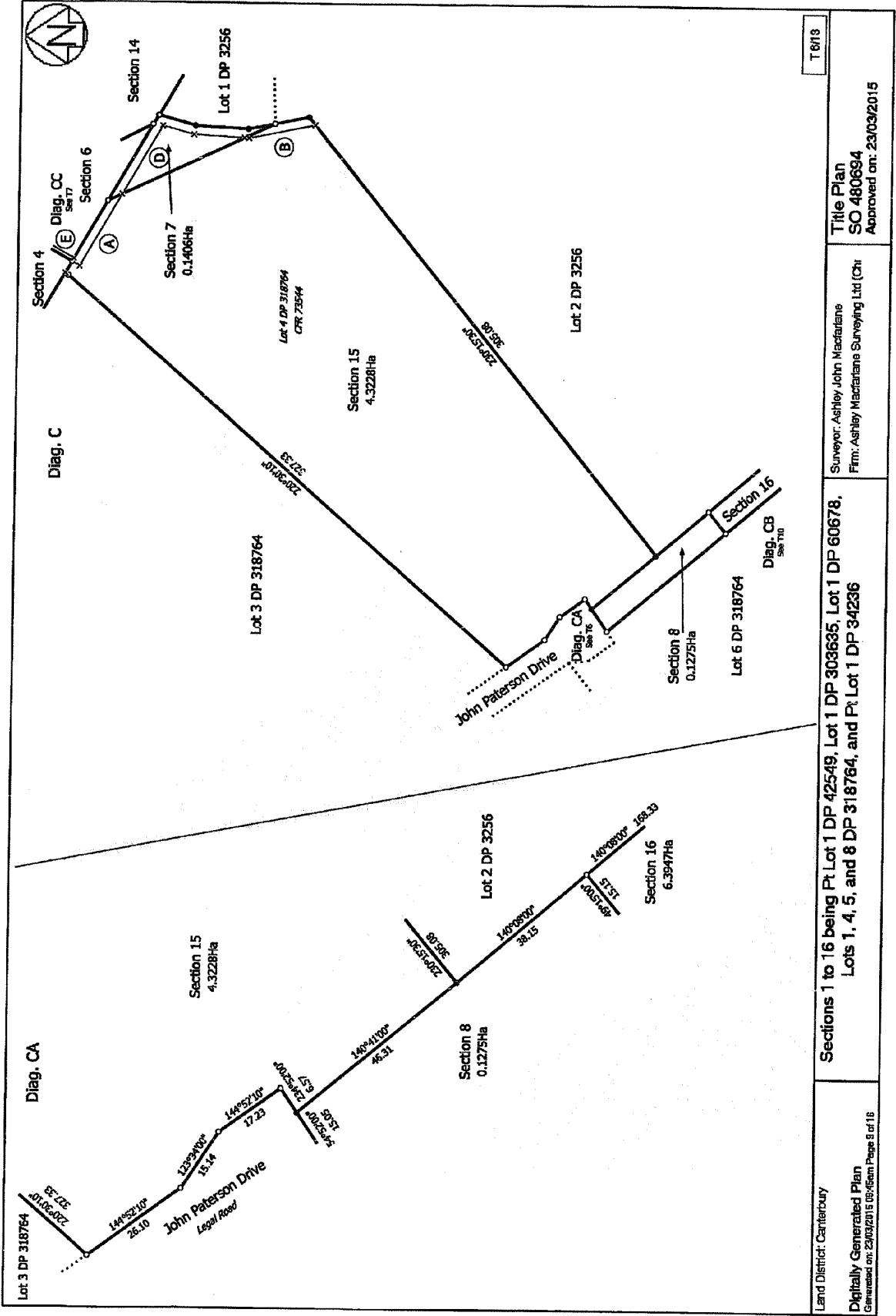
Area (ha)	Description
0.1406	Part Lot 4 DP 318764 (part Computer Freehold Register 73544); shown as Section 7 on SO Plan SO 480694.

The land is located at 19 John Paterson Drive, Halswell, Christchurch.

Dated at Cambridge this 6th day of June 2015

A handwritten signature in black ink, appearing to read 'Louise Upston', written over a horizontal line.

Hon Louise Upston
Minister for Land Information



View Instrument Details



Instrument No	10181373.1
Status	Registered
Date & Time Lodged	09 September 2015 08:36
Lodged By	Packer, Erin Lee
Instrument Type	Compensation Certificate



Affected Computer Registers Land District

73544	Canterbury
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Annexure Schedule: Contains 1 Page.

Signature

Signed by Casey Dell Hucker as Crown or Local Authority Representative on 08/09/2015 07:43 PM

*** End of Report ***



To Registrar-General of Land
Canterbury Land Registration District

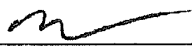
**COMPENSATION CERTIFICATE UNDER
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

Unique Identifier(s)	All/Part	Area/Description of part or stratum
CFR 73544	Part	Lot 4 DP 318764

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the computer registers to all land affected by it.

File reference	2013 14 CPC/13/17375
Agreement reference	CPC/2013/17375
Date of agreement	25 August 2015
Inspection location	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
Hours for inspection	09.00 to 16.00, Monday to Friday (except public holidays)
Names/addresses of affected parties [ie other than the Minister]	Martin Richard & Aiko Harcourt and Peter Ian Cullen 19 John Paterson Drive Halswell CHRISTCHURCH
Brief particulars	Agreement to acquire 1406 square metres of land for the compensation of \$190,000.00 incl. GST (if any)

Dated at Wellington this 25th day of August 2015


[enter below name and designation in BLOCK letters]

KERRY MCPHAIL

For and on behalf of
Her Majesty the Queen
Acting pursuant to delegated
authority from the Chief
Executive of Land Information NZ
pursuant to section 41 of the
State Sector Act 1988

Instrument No	10193918.1	
Status	Registered	
Date & Time Lodged	18 September 2015 12:08	
Lodged By	Whyte, Melanie Rae	
Instrument Type	Notice under Section 23 Public Works Act 1981	



73545 Canterbury

Annexure Schedule: Contains 1 Page.

*** End of Report ***

NEW ZEALAND GAZETTE, No. 101 — 17 SEPTEMBER 2015

**Notice of Intention to Take Land for the Functioning Indirectly of a Road—
Christchurch Southern Motorway Project (Stage 2), Christchurch City**

Notice is hereby given that the Minister for Land Information proposes to take, under the Public Works Act 1981, the land described in the Schedule hereto ("land").

The land is required for the Christchurch Southern Motorway Project (Stage 2) ("project"). More particularly, the land is required for the functioning indirectly of a road and following construction will vest in the Christchurch City Council as road.

The project comprises part of the Christchurch Southern Corridor "Roads of National Significance" project that will provide access to Lyttelton Port and the Christchurch Central Business District for people and freight from south of Christchurch.

The owners of the land and those persons with a registered interest in it have been served with notice of the Minister for Land Information's intention to take the land and advised of their right to object.

Any other person having the right to object may send a written objection to the Registrar, Environment Court, Level 1, District Court Building, 282 Durham Street, Christchurch 8013, or by post to PO Box 2069, Christchurch 8140, or DX WX11113, Christchurch, within 20 working days after the date of publication of this notice.

If any objection is made in accordance with this notice, a public hearing will be held with the right of the objector to appear and be heard personally, unless the objector otherwise requires, and each objector will be informed of the time and place of the hearing.

Any person requiring further information in respect of this advice should contact Chris Jones, The Property Group Limited, Level 2, Lion House, 169 Madras Street, Christchurch Central, Christchurch 8011. *Postal Address:* PO Box 7240, Sydenham, Christchurch 8240. Telephone: (03) 363 5902.

Canterbury Land District—Christchurch

Schedule

Area ha	Description
0.1275	Part Lot 5 DP 318764 (part Computer Freehold Register 73545); shown as Section 8 on SO 480694.

The land is located at 26 John Paterson Drive, Halswell, Christchurch.

Dated at Cambridge this 28th day of August 2015.

Hon LOUISE UPSTON, Minister for Land Information.

(LINZ CPC/2013/17414)

2015-lm5515



View Instrument Details

Instrument No 11402976.1
Status Registered
Date & Time Lodged 02 April 2019 13:39
Lodged By Packer, Erin Lee
Instrument Type Compensation Certificate



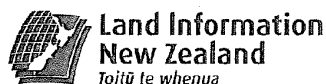
Affected Records of Title	Land District
725470	Canterbury

Annexure Schedule: Contains 1 Page.

Signature

Signed by Joanna Dorothy Cassidy as Crown or Local Authority Representative on 02/04/2019 01:29 PM

*** End of Report ***



To Registrar-General of Land
Canterbury Land Registration District

**COMPENSATION CERTIFICATE UNDER
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

Unique Identifier(s)	All/Part	Area/Description of part or stratum
725470	All	

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the computer registers to all land affected by it.

File reference	CPC/2013/17414
Agreement reference	None
Date of agreement	18 March 2019
Inspection location	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
Hours for inspection	09.00 to 16.00, Monday to Friday (except public holidays)
Names/addresses of affected parties <i>[ie other than the Minister]</i>	Neil Morton Sword, Victoria Sword and William Leslie Brown (as trustees of "The Mercantile Trust") C/- William Brown Saunders Robinson Brown 8 Durham St PO Box 166 Rangiora Canterbury 7440
Brief particulars	Compensation of \$66,000 plus GST (if any) for the acquisition of 0.1275 hectares of land, being \$77,000 plus GST (if any) less \$7,000 plus GST (if any) being the difference between the Crown Fencing Contribution (\$1,500 plus GST (if any)) and the Owner's Fencing Contribution (\$8,500 plus GST (if any)).

Dated at Wellington this 18th day of March 2019

KERRY McPHAIL

[enter below name and designation in BLOCK letters]

For and on behalf of
Her Majesty the Queen
Acting pursuant to delegated
authority from the Chief
Executive of Land Information NZ
pursuant to section 41 of the
State Sector Act 1988



View Instrument Details

Instrument Type	Transfer
Instrument No	12209472.1
Status	Registered
Date & Time Lodged	17 August 2021 15:06
Lodged By	Carswell, Dayna Ashton

Affected Records of Title	Land District
1003831	Canterbury

Transferors

Her Majesty the Queen

Transferees

LNV Trustees Limited

Clauses, Conditions or Intent

RT 1003831 is being transferred pursuant to Sections 40 & 42 of the Public Works Act 1981 subject to:-

1. Part IVA of the Conservation Act 1987
2. Section 11 of the Crown Minerals Act 1991

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Joanna Dorothy Cassidy as Transferor Representative on 17/08/2021 01:55 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Jaxon James Grieve as Transferee Representative on 17/08/2021 02:42 PM



View Instrument Details

*** End of Report ***

View Instrument Details



Instrument No 12209472.2
Status Registered
Date & Time Lodged 17 August 2021 15:06
Lodged By Carswell, Dayna Ashton
Instrument Type Encumbrance



Affected Records of Title	Land District
1003831	Canterbury

Annexure Schedule Contains 7 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Jaxon James Grieve as Encumbrancer Representative on 17/08/2021 02:42 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Joanna Dorothy Cassidy as Encumbrancee Representative on 17/08/2021 01:57 PM

*** End of Report ***

Form 18

Encumbrance Instrument

(Section 100 Land Transfer Act 2017)

Land registration district

Canterbury

Record of Title (unique identifier)

All/part

Area/Description of part

1003831

All

Encumbrancer

*Surname(s) must be underlined***LNV Trustees Limited**

Encumbrancee

NEW ZEALAND TRANSPORT AGENCY

Estate or interest to be encumbered

*Insert e.g. Fee simple; Leasehold in Lease No. etc.***Fee simple**

Encumbrance Memorandum Number

Not applicable

Nature of security

State whether sum of money, annuity or rentcharge and amount

Rent charge of **TEN DOLLARS (\$10.00)** per annum, and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

Encumbrance

Delete words in [], as appropriate

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule **and** so as to incorporate in this Encumbrance the terms and other provisions set out in the Annexure Schedule for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Continue in additional Annexure Schedule, if required

Terms

- 1 Length of term **999 years**
- 2 Payment date(s) **See below**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable **See below**
- 5 Event(s) in which the sum, annuity, or rentcharge ceases to be payable **See below**

Covenants and conditions

Continue in Annexure Schedule(s), if required

Payment date(s) and event(s) in which the sum, annuity, or rentcharge becomes payable:

- (a) In respect of the rent charge, 1 January in each year; and
- (b) In respect of other sums of money, ten working days after written demand is made by the Encumbrancee to the Encumbrancer.

Continued on the attached annexure schedule.

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

Sections 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 12 of the Contracts and Commercial Law Act 2017 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 2017 and the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 2017 or the Property Law Act 2007.

Continue in additional Annexure Schedule, if required

BACKGROUND

- A **LNV Trustees Limited** (together with ***their*** successors, assignees, tenants, lessees and persons under its control) (***Encumbrancer***) is registered as proprietor of an estate in fee simple in all that parcel of land described on the front page of this Encumbrance Instrument (***Land***).
- B The Land ***is in the vicinity of*** State Highway 76 (***State Highway***).
- C Under sections 61(1) and 80(1) of the Government Roading Powers Act 1989, the Encumbrancee has sole powers of control for all purposes of all State highways and motorways.
- D For valuable consideration the Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee with the security specified on this front page of this Encumbrance Instrument, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with the agreements set out in this Encumbrance Instrument.

OPERATIVE PROVISIONS

- 1 If, on the due date for payment of the rent charge imposed under this Encumbrance Instrument, the Encumbrancer has fully complied with all of the obligations imposed pursuant to this Encumbrance Instrument, then the rent charge payable on that day shall not be required to be paid by the Encumbrancer.
- 2 The Encumbrancer acknowledges that the covenants in this Encumbrance Instrument are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance Instrument during the term, whether by payment of the total security or otherwise.
- 3 The Encumbrancer covenants with the Encumbrancee that the Encumbrancer will ensure that:
 - 3.1 (a) any new buildings or alterations to existing buildings containing noise sensitive activities, in or partly within 40 metres from the state highway edgeline must be designed, constructed and maintained to achieve road-traffic vibration levels complying with class C of NS 8176E:2005;
 - (b) any new buildings or alterations to existing buildings containing noise sensitive activities, in or partly within 100 metres from the state highway edgeline must be designed, constructed and maintained to achieve the indoor design noise levels from road-traffic set out in the table contained in the Schedule to this Encumbrance Instrument;
 - (c) if windows must be closed to achieve the design noise levels set out in the table contained in the Schedule to this Encumbrance Instrument, the building must be designed, constructed and maintained with a ventilation and cooling system. For habitable spaces a ventilation cooling system must achieve the following:
 - i. ventilation must be provided to meet clause G4 of the New Zealand Building Code. At the same time, the sound of the system must not exceed 30 dB LAeq(30s) when measured 1 m away from any grille or diffuser;

Continue in additional Annexure Schedule, if required

- ii. the occupant must be able to control the ventilation rate in increments up to a high air flow setting that provides at least 6 air changes per hour. At the same time, the sound of the system must not exceed 35 dB LAeq(30s) when measured 1 m away from any grille or diffuser; and
 - iii. the system must provide cooling that is controllable by the occupant and can maintain the temperature at no greater than 25°C. At the same time, the sound of the system must not exceed 35 dB LAeq(30s) when measured 1 m away from any grille or diffuser;
- (d) a design report prepared by a suitably qualified and experienced acoustics specialist must be submitted to the Encumbrancee demonstrating noise and vibration compliance prior to the construction or alteration of any building containing a noise sensitive activity in or partly in the state highway buffer area or effects area. The design must take into account the future permitted use of the state highway; for existing roads this is achieved by the addition of 3 dB to existing measured or predicted noise levels.
- 3.2 all lighting on the Land must be designed, installed and maintained so that it is shielded from or directed away from the State Highway, to ensure that artificial lighting does not result in illumination or glare on transport corridors which may dazzle or distract transport corridor users; and
- 3.3 any signage on the Land that faces or is directed at traffic on the State Highway, or is otherwise visible to traffic on the State Highway, requires prior written approval of the Encumbrancee. This is to ensure that inappropriate signage along the State Highway does not distract transport corridor users.
- 4 The Encumbrancer acknowledges and accepts that the Land is capable of being adversely affected by effects (including without limitation noise, vibration, dust, emissions, visual, landscape or amenity effects) (**Effects**) arising from the construction, operation, upgrading and maintenance of the State Highway (**State Highway Activities**), whether such Effects arise during or after such State Highway Activities, and accordingly the Encumbrancer, in consideration of having received valuable consideration, agrees:
 - 4.1 not to object to, hinder, or otherwise obstruct the grant, confirmation or alteration pursuant to the Resource Management Act 1991 (**RMA**) of any authorisations under the RMA which in any way relate to the State Highway Activities and to sign written approvals in relation to any such authorisation if requested to by the Encumbrancee;
 - 4.2 not to do, permit to be done, or omit to do, any act, matter or thing where that act, matter, thing or omission is intended to restrict, or has the effect of restricting, the State Highway Activities in any way whatsoever, including taking any civil action and/or any enforcement proceedings pursuant to the RMA or any other statute or common law, whether for nuisance, damage to Land, negligence, or interference with Land or otherwise, but only where such act, matter or thing relates to any such Effects;

Continue in additional Annexure Schedule, if required

- 4.3 not to claim any compensation in relation to any such Effects arising from State Highway Activities;
- 4.4 not to fund, encourage or otherwise be involved in, any act, matter or thing that if carried out by the Encumbrancer itself would breach paragraphs 4.1 to 4.3 above;
- 4.5 to provide a copy of this Encumbrance to all tenants, lessees, and holders of unregistered interests in the Land (each a **third party**) who acquire rights in the Land while the Encumbrancer is the registered proprietor of the Land:
 - (a) where the Encumbrancer grants the rights in the Land to that third party, prior to the Encumbrancer doing so; or
 - (b) in all other cases, as soon as practicable after the Encumbrancer becomes aware of that third party acquiring any rights in the Land.
- 5 This Encumbrance Instrument shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.
- 6 Where this Encumbrance Instrument binds or benefits a party, it shall bind or benefit that party jointly and severally.
- 7 The Encumbrancer covenants with the Encumbrancee:
 - 7.1 to pay all legal costs and disbursements in the preparation, execution, registration, enforcement and any ultimate release of this Encumbrance Instrument, in respect of any consents sought by the Encumbrancer from the Encumbrancee to the registration of any instrument, and in respect of the performance and observance by the Encumbrancer of this Encumbrance Instrument including legal costs on a solicitor/client basis; and
 - 7.2 to otherwise indemnify the Encumbrancee against any claims, loss and expense of whatever kind incurred by the Encumbrancee as a consequence of the Encumbrancer failing to comply with this Encumbrance Instrument **provided always** that this clause 7.2 shall not apply during any period that the Encumbrancer is the Crown as defined in section 2(1) of the Public Finance Act 1989.
- 8 The Encumbrancer will only be liable for breaches actually committed by the Encumbrancer itself, and not by any successor or other party, unless those breaches arise wholly or partly due to a breach by the Encumbrancer of clause 4.5.
- 9 No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this Encumbrance Instrument and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of the covenants or provisions of the Encumbrance Instrument.

Continue in additional Annexure Schedule, if required

- 10 In this Encumbrance Instrument a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it.
- 11 In this Encumbrance Instrument, **working day** means (a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act, or (b) in all other cases, means any day that is not a Saturday, Sunday, day between 23 December in one year to 10 January in the next year (both days inclusive) or statutory holiday in the area where the Land is located.
- 12 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - 12.1 that part or provision shall be severed from this Encumbrance Instrument;
 - 12.2 such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
 - 12.3 the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument.
- 13 The Encumbrancer:
 - 13.1 acknowledges that this Encumbrance Instrument:
 - (a) has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument; and
 - (b) is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this Encumbrance Instrument; and
 - 13.2 therefore covenants with the Encumbrancee:
 - (a) not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise;
 - (b) to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
 - (c) always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Encumbrancer and the Encumbrancee.

Continue in additional Annexure Schedule, if required

- 14 The Encumbrancee will, upon request by the Encumbrancer, discharge this Encumbrance Instrument from any part of the Land that is to be vested as road or reserve in the relevant local authority.
- 15 For the purposes of the Property Law Act 2007 and the Land Transfer Act 2017, the Encumbrancee consents to the following dealings affecting the Land:
- (a) creation, variation or surrender of an easement or covenant (but not including any covenants contained in this Encumbrance Instrument);
 - (b) registration of a mortgage instrument, variation of a mortgage instrument or mortgage priority instrument where the priority of mortgages does not involve or concern this Encumbrance Instrument;
 - (c) registration of a lease, lease variation instrument or surrender of a lease; and
 - (d) any other instrument which is expressed as being subject to this Encumbrance Instrument or which ranks after this Encumbrance Instrument;
- and the Encumbrancee's further consent to any such dealings shall not be required.

SCHEDULE
(Refer clause 3.1 (b))

BUILDING TYPE	OCCUPANCY/ACTIVITY	MAXIMUM INDOOR DESIGN NOISE LEVEL L _{Aeq} (24h)
Residential	Living spaces, sleeping spaces (including visitor accommodation and retirement accommodation)	40 dB
Education	Assembly halls	35 dB
	Conference rooms, drama studios	40 dB
	Lecture rooms and theatres, music studios	35 dB
	Libraries	45 dB
	Sleeping areas in educational facilities	40 dB
	Teaching areas	40 dB
Health	Overnight medical care, wards	40 dB
	Clinics, consulting rooms, theatres, nurses' stations	45 Db
Cultural buildings	Places of worship, marae	35 dB

Note: Excludes areas not deemed to be habitable spaces as defined by schedule 1 of the Building Regulations 1992

View Instrument Details



Instrument No 12466071.3
Status Registered
Date & Time Lodged 22 July 2022 15:01
Lodged By Hetherington, Samuel Bruce
Instrument Type Partial Surrender of Easement



Affected Records of Title	Land District
---------------------------	---------------

1003831	Canterbury
725470	Canterbury
73542	Canterbury
73543	Canterbury
73544	Canterbury
73546	Canterbury
73547	Canterbury
73549	Canterbury
987857	Canterbury
CB47C/986	Canterbury
CB47C/987	Canterbury
CB47C/988	Canterbury

Affected Instrument	Easement Certificate 5196643.3
----------------------------	--------------------------------

Annexure Schedule Contains 1 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Samuel Bruce Hetherington as Grantor Representative on 21/07/2022 02:18 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 ☒

I certify that the territorial authority has consented to this transaction and I hold that consent ☒

Mortgage 9711729.2 does not affect the benefited land, therefore the consent of the Mortgagee is not required ☒

Mortgage 9711729.3 does not affect the benefited land, therefore the consent of the Mortgagee is not required	☒
Mortgage 11008610.3 does not affect the benefited land, therefore the consent of the Mortgagee is not required	☒
Mortgage 11974719.2 does not affect the benefited land, therefore the consent of the Mortgagee is not required	☒
Mortgage 12209472.3 does not affect the benefited land, therefore the consent of the Mortgagee is not required	☒
Mortgage 12228760.1 does not affect the benefited land, therefore the consent of the Mortgagee is not required	☒
Mortgage 12361470.2 does not affect the benefited land, therefore the consent of the Mortgagee is not required	☒
Encumbrance 12209472.2 does not affect the benefited land, therefore the consent of the Encumbrancee is not required	☒

Signature

Signed by Neil Mistry as Grantee Representative for Orion New Zealand Limited on 14/07/2022 04:01 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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	☒
I certify that the territorial authority has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 9711729.2 has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 9711729.3 has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 11008610.3 has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 11974719.2 has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 12209472.3 has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 12228760.1 has consented to this transaction and I hold that consent	☒
I certify that the Mortgagee under Mortgage 12361470.2 has consented to this transaction and I hold that consent	☒
I certify that the Encumbrancee under Encumbrance 12209472.2 has consented to this transaction and I hold that consent	☒

Signature

Signed by Samuel Bruce Hetherington as Grantee Representative for Knights Stream Estates Limited, Brian David Hall, Grant Phillip England, Halie Sharleen Kellaway, Duncan Cotterill Christchurch Trustee (2017) Limited, San-Tsun Yu, Martin Richard Harcourt, Aiko Harcourt, Peter Ian Cullen, Victoria Sword, Neil Morton Sword, William Leslie Brown, Graham Charles Heazlewood, Andrew Nicholas Heazlewood, LNV Trustees Limited, Bromac Lodge Limited on 21/07/2022 02:18 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6269

EASEMENT INSTRUMENT TO PARTIALLY SURRENDER EASEMENT OR PROFIT À PRENDRE

Section 109 Land Transfer Act 2017

**Grantor****KNIGHTS STREAM ESTATES LIMITED AND BRIAN DAVID HALL****Grantee**

KNIGHTS STREAM ESTATES LIMITED, BRIAN DAVID HALL, GRANT PHILLIP ENGLAND, HALIE SHARLEEN KELLAWAY, DUNCAN COTTERILL CHRISTCHURCH TRUSTEE (2017) LIMITED, SAN-TSUN YU, MARTIN RICHARD HARCOURT, AIKO HARCOURT, PETER IAN CULLEN, VICTORIA SWORD, NEIL MORTON SWORD, WILLIAM LESLIE BROWN, GRAHAM CHARLES HEAZLEWOOD, ANDREW NICHOLAS HEAZLEWOOD LNV TRUSTEES LIMITED, BROMAC LODGE LIMITED AND ORION NEW ZEALAND LIMITED

Partial Surrender of Easement or profit à prendre

The Grantee, being the registered owner of the benefited land(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s) or profit(s) à prendre set out in Schedule A and the Grantor accepts the partial surrender of those easement(s) or profit(s) à prendre.

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Easement or Profit	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) or in gross ²
Right of way, right to drain water and sewage, right to convey water, electric power and telephonic communications	5196643.3 in so far as it relates to Areas B, C, D, E, F, G, H, I, J, K on DP 82392	Lots 2, 3 and 4 DP 82392 (CB47C/986, CB47C/987 and CB47C/988)	Lots 2, 3 and 4 DP 82392 (CB47C/986, CB47C/987 and CB47C/988)
Right to convey electric power and telephonic communications	5196643.3 in so far as it relates to Areas B, C, D, E, F, G, H, I, J, K, L, M, N on DP 82392	Lots 2, 3 and 4 DP 82392 (CB47C/986, CB47C/987 and CB47C/988)	Section 10 Survey Office Plan 480694 (987857) Lot 7 DP 318764 (73547) Lot 4 DP 318764 (73544) Lot 6 DP 318764 (73546) Lot 2 DP 318764 (73542) Lot 3 DP 318764 (73543) Lot 10 DP 318764 (73549) Section 1 Survey Office Plan 560474 (1003831) Section 16 Survey Office Plan 480694 (725470)
Right to drain sewage	5196643.3 in so far as it relates to Areas D, J, H and M on DP 82392	Lots 3 and 4 DP 82392 (CB47C/987 and CB47C/988)	

¹ If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

² If only part of the benefited land is to be surrendered, include the full legal description of that part.

View Instrument Details



Instrument No 12757035.5
Status Registered
Date & Time Lodged 22 September 2023 08:36
Lodged By OGorman, Sarah Clare
Instrument Type Easement Instrument



Affected Records of Title	Land District
1036098	Canterbury
1036099	Canterbury
725470	Canterbury

Annexure Schedule Contains 1 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- I certify that the Mortgagee under Mortgage 9711729.2 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 12361470.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sarah Clare OGorman as Grantor Representative on 19/09/2023 01:45 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Sarah Clare OGorman as Grantee Representative on 19/09/2023 01:45 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor**

Knights Stream Estates Limited and Brian David Hall

Grantee

Victoria Sword, Neil Morton Sword and William Leslie Brown

Grant of Easement or Profit à prendre

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	A on DP 591168	Lot 41 DP 591168	Section 16 SO 480694 (725470)

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 ~~and/or Schedule 5 of the Property Law Act 2007~~

The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule _____]

In this easement instrument, unless the context requires otherwise:

"Easement facility" in relation to the right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), duct, transformers, switching gear, other equipment suitable for that purpose (under the ground only), and anything in replacement or substitution.

View Instrument Details



Instrument No 12757035.10
Status Registered
Date & Time Lodged 22 September 2023 08:36
Lodged By OGorman, Sarah Clare
Instrument Type Easement Instrument



Affected Records of Title	Land District
1131707	Canterbury
1131708	Canterbury
725470	Canterbury

Annexure Schedule Contains 1 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

I certify that the Mortgagee under Mortgage 9711729.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12361470.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sarah Clare OGorman as Grantor Representative on 19/09/2023 01:45 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Sarah Clare OGorman as Grantee Representative on 19/09/2023 01:45 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor****Knights Stream Estates Limited and Brian David Hall****Grantee****Victoria Sword, Neil Morton Sword and William Leslie Brown****Grant of Easement or Profit à prendre**

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	D, E and F on DP 591168	Lot 100 DP 591168 (1131707)	Section 16 SO 480694 (725470)
	B on DP 591168	Lot 101 DP 591168 (1131708)	Section 16 SO 480694 (725470)
Right to convey electricity	D, E and F on DP 591168	Lot 100 DP 591168 (1131707)	Section 16 SO 480694 (725470)
Right to drain sewage	E on DP 591168	Lot 100 DP 591168 (1131707)	Section 16 SO 480694 (725470)
	B on DP 591168	Lot 101 DP 591168 (1131708)	Section 16 SO 480694 (725470)

Easements or profits à prendre rights and powers (including terms, covenants and conditions)*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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:—

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule _____]~~

View Instrument Details

Instrument No	13036904.2
Status	Registered
Lodged By	Marshall, Lily Alexandra Lane
Date & Time Lodged	13 Sep 2024 14:41
Instrument Type	Partial Surrender of Easement

Affected Records of Title	Land District
1131708	Canterbury
725470	Canterbury

Affected Instrument	Easement Instrument 12757035.10
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Annexure Schedule	Contains 1 Pages
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Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Antony Brown as Grantor Representative on 17/10/2024 03:06 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 ☒

I certify that the territorial authority has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 9711729.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12361470.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Antony Brown as Grantee Representative on 17/10/2024 03:06 PM

*** End of Report ***

Form 23**Easement instrument to partially surrender Easement or Profit à prendre**

(Section 109 Land Transfer Act 2017)

Grantee

Mercantile Sword Trustee Limited and Neil Morton Sword

Grantor

Knights Stream Estates Limited

Surrender of Easement, or Profit à prendre

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the surrender of those easement(s), or *profit(s) à prendre*

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>Profit</i>	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Right to convey telecommunications and a right to drain sewage	12757035.10 insofar as it relates to area B on DP 591168	Lot 101 DP 591168 (1131708)	Section 16 Survey Office Plan 480694 (725470)

¹ If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

² If only part of the benefited land is to be surrendered, include the full legal description of that part.



View Instrument Details

Instrument Type	Transfer
Instrument No	13440790.2
Status	Registered
Date & Time Lodged	03 December 2025 15:27
Lodged By	Huang, I-tzu

Affected Records of Title	Land District
73546	Canterbury

Transferors

Mercantile Sword Trustee Limited
Neil Morton Sword

Transferees

John Paterson Estates Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Nicholas John Dashwood Strettell as Transferor Representative on 03/12/2025 10:19 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 ☒

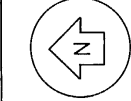
Signature

Signed by Charmaine Louise Sutherland as Transferee Representative on 03/12/2025 10:27 AM



View Instrument Details

*** End of Report ***



107
D. P. 37893

MT. ALBERT ROAD
Legal street
(22.25)

130' 57' 15"
38.78

UNIT B
deck
(Carport)
Lead plus in concrete
Datum for levels
100.00 assumed

UNIT A
chimney
Steps
entrance
porch

108
D. P. 37893

MAY ROAD
Legal street
(20.12)

SCHEDULE

Description	Approx Area	Unit Entitlement	Height	Limits	CT issued
			Upper	Lower	
UNIT A	403m ²	42	107.36	95.61	39A-223
UNIT B	233m ²	48	107.01	100.00	39A-224
AU 1	311m ²	6	107.36	95.50	
AU 2	203m ²	4	107.01	95.50	
TOTAL ENTITLEMENT	100				

I, Keith Frederick Benton Town Clerk of the
Mt Roskill Borough Council do hereby certify pursuant
to Section 5(1)(g) of the Unit Titles Act 1972 that
I approve this plan of subdivision of the land into
units
Dated this 21st day of December 1976

All boundaries are to the external faces
of walls and structures unless otherwise
stated.

Supplementary Record Sheet: C. T. 39A-225

Total Area
Comprised in All C. T. 788 / 290

I, Keith Frederick Benton of Auckland
Registered Surveyor and holder of an annual practicing certificate
hereby certify that this plan has been made from Surveys executed
by me or under my direction, that both plan and Survey are correct
and have been made in accordance with the regulations under the
Surveyors Act 1966
Dated at Auckland this 23rd day
of November 1976 Signature K. F. Benton
Field Book 6700 p. 105 Traverse Book p.

Reference Plans
Examined S. Mazins Dated
Approved as to Survey K. F. Benton
8.2.77 Assistant Chief Surveyor

Deposited this 24th day of February 1977
Registrar
File
Received DEC 27 1976
Instructions

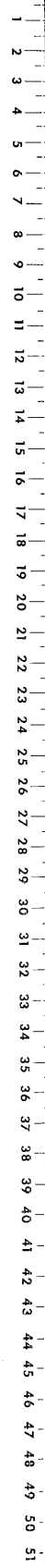
LOCAL AUTHORITY Mt Roskill Borough
Surveyed by McCarthy Smirk & Associates
Scale 1:150 Date October 1976

PLAN OF UNITS ON LOT 14 D. P. 27258

LAND DISTRICT North Auckland
SURVEY BLK. & DIST. IV Titirangi
NZMS SHEET No. 108

W.S. Bayes, Surveyor-General, Department of Lands and Survey, Wellington

Printed by Shering Imports Ltd, Auckland, New Zealand.



Doc ID: 21077420

400000mE

COORDINATE SCHEDULE		
MARK NUMBER	NORTH	EAST
Appt peg DP 318764	802698.03	384003.84
ORIGIN DP 318764		

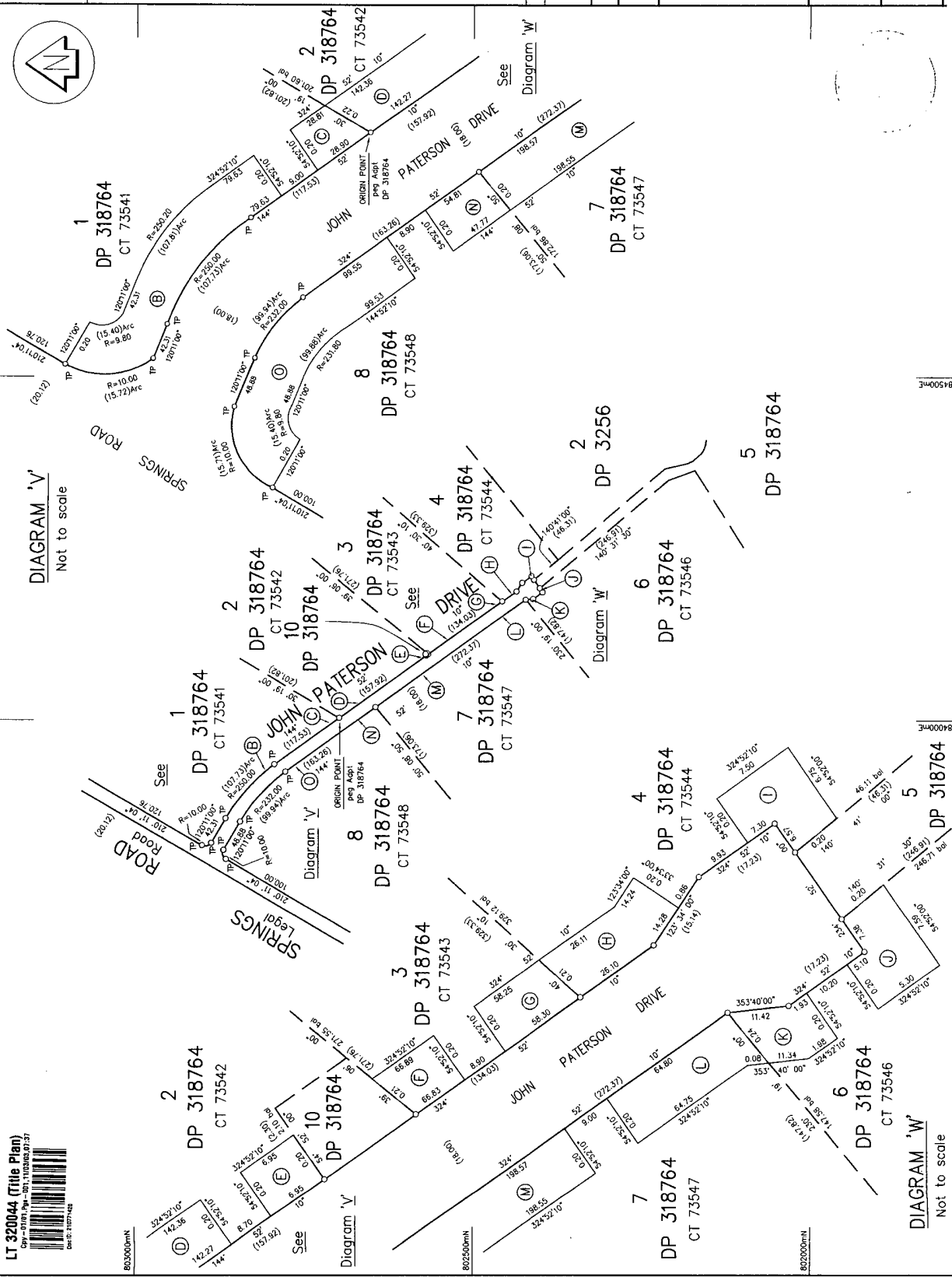
Comprised in C'st 73541, 73542, 73543, 73544, 73546, 73547, 73548

on 30/4/2003

-12-05-2003

File Received Instructions	10.3.03	DP 320044
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Approved CH 97/2 P0492/4000



LAND DISTRICT	CANTERBURY	COVENANTS OVER LOTS 1-4 & 6-8 DP 318764	TERRITORIAL AUTHORITY CHRISTCHURCH CITY Connell Wagner	
Survey Blk. & Dist.	XIII CHRISTCHURCH			Surveyed by
NZMS 261 Sheet	Record Map No.			Scale 1: 4000

A.J. BEVIN, SURVEYOR GENERAL LAND INFORMATION NEW ZEALAND
 CW 005 ref G:\14061\4061-127
 14061/127A S