



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

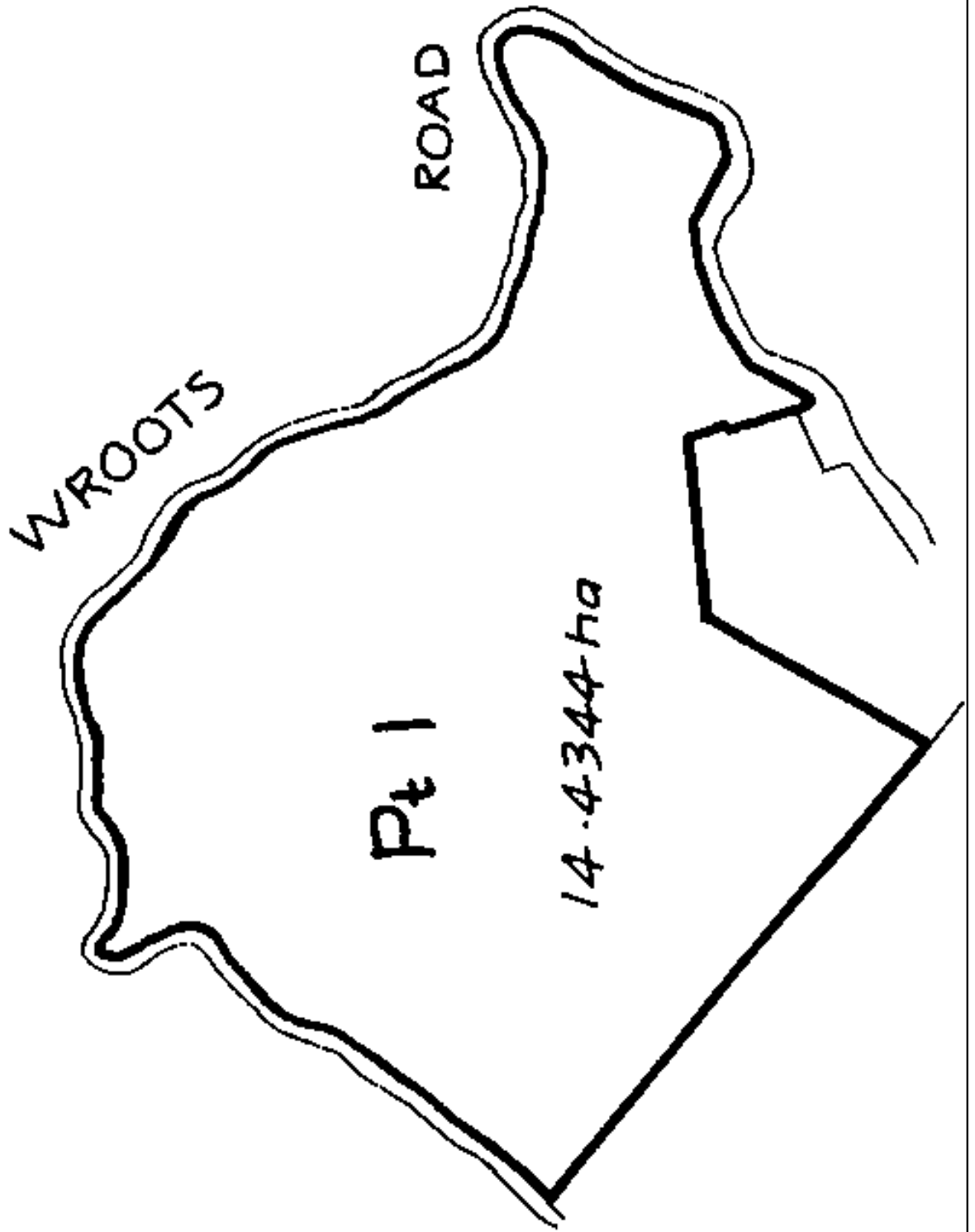
Identifier **CB32B/668**
Land Registration District **Canterbury**
Date Issued 23 August 1989

Prior References
CB9A/9

Estate Fee Simple
Area 14.4344 hectares more or less
Legal Description Part Lot 1 Deposited Plan 1537
Registered Owners
Franco Farms Limited

Interests

Papua County





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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Registrar-General
of Land

Identifier **CB40A/430**
Land Registration District **Canterbury**
Date Issued 12 December 1996

Prior References
CB373/24

Estate Fee Simple
Area 34.4180 hectares more or less
Legal Description Lot 2-3 Deposited Plan 68573
Registered Owners
Franco Farms Limited

Interests

Subject to Section 241 Resource Management Act 1991

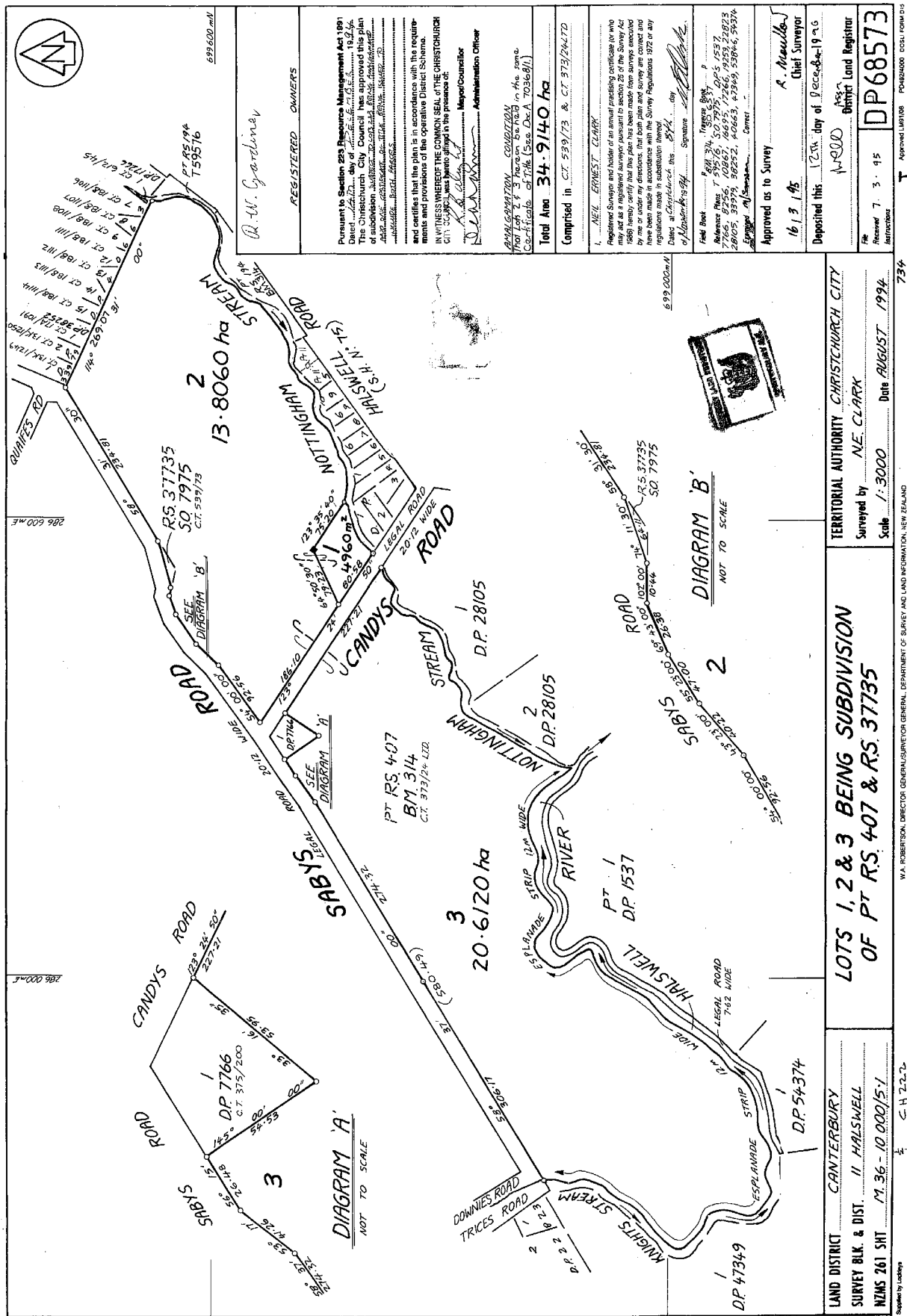
Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly in CT CB539/73)

181033.1 Easement Certificate specifying the following easement

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain water	Lot 14 Deposited Plan 40663 - CT CB18B/1113	Part	Part formerly in CT CB373/24 - herein	

The easement specified in Easement Certificate 181033.1 is subject to (now) Section 243(a) Resource Management Act 1991

A273736.4 Esplanade Strip Instrument pursuant to Section 232 Resource Management Act 1991 - 12.12.1996 at 9.02 am
(affects Lot 3 DP 68573)



L. & D. 82 (T)

New Zealand

EASEMENT CERTIFICATE

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

*** SUBURBAN ESTATES LIMITED** a company having its registered
office at Christchurch

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **CHRISTCHURCH** on the **26th** day of **January** 19 **78** under No. **40663** 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. 40663

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to Drain Water	Lot 14	Part Lot 14 marked "D"	Pt. R.S. 407	18B/1113 373/24

1. Rights and powers:

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.

~~The respective Grantees under the right to convey electricity~~
and right to convey telephonic communications aforementioned shall have the following rights and powers in respect thereof namely the full free uninterrupted and unrestricted right liberty and privilege for the respective Grantees and their tenants (in common with the Grantor his tenants and any other person lawfully entitled so to do from time to time and at all times to convey electrical energy for purposes of power or communication through or by means of conduit pipes, wires and/or cables and for any such purposes to lay construct reconstruct repair and forever thereafter maintain such conduit pipes wires and/or cables with the full free uninterrupted and unrestricted right liberty and privilege for the respective Grantees their tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purposes to enter upon the land over which the respective Easements are granted or created and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining and renewing such conduit pipes wires and/or cables or any part thereof or of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the
~~fore-said operations is repaired.~~

DUNCAN, COTTERILL & Co.

BARRISTERS AND SOLICITORS

RONALD MARTIN YOUNG
JOHN RICHARD WOODWARD
PETER ROBERT RALEIGH MULLIGAN
BRIAN WILLIAM STOKES
RICHARD GERALD MCELREA
KERRY GOULD LOUIS NOLAN, NOTARY PUBLIC
JOHN LINDSAY JOSEPH
AUSTIN JOHN FORBES
JOHN LOUIS WOODWARD

~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~

TELEPHONE 792-430

P.O. Box 5

CABLE AND TELEGRAPHIC ADDRESS "JURIST"

BANK OF NEW ZEALAND HOUSE
3RD FLOOR
CATHEDRAL SQUARE
CHRISTCHURCH. 1. N.Z.

PLEASE REFER TO
MR Young

23rd May 1978

The District Land Registrar,
CHRISTCHURCH

Dear Sir,

Re: Easement Certificate No. 175725/1
Suburban Estates Ltd.

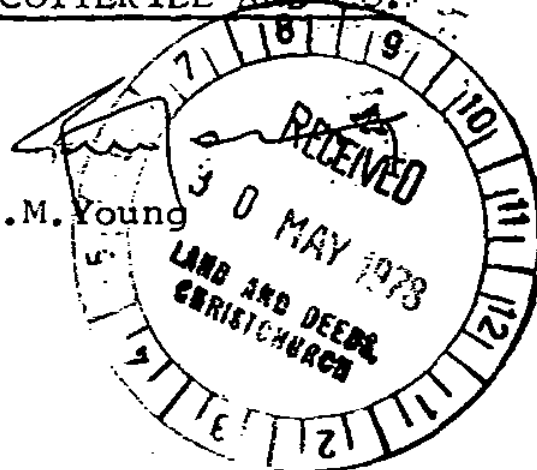
We acknowledge your letter of the 19th May. The document was forwarded to Messrs. Simes, Jacobsen and Steel for execution by the registered proprietor of Certificate of Title 373/24 on the 12th May 1978. We have written to the Solicitor again asking that the matter be expedited. In the meantime, we would appreciate if you would take no further action.

Yours faithfully,
DUNCAN COTTERILL AND CO.

Per:

R.M. Young

RMY/ED



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

~~That the cost of construction reconstruction maintenance upkeep~~
or repairs to or renewal of the rights of way set out in the schedule
hereto and all costs in connection with the enjoyment of the other
Easements set out in the schedule hereto shall be borne by all persons
for the time being entitled to the benefit of such Easements in a
fair and just proportion in relation thereto PROVIDED ALWAYS that
if any work in respect thereto is rendered necessary due solely to
the act default of any one or more of the persons entitled to the
benefit of any of the said Easements the cost of such work shall
be borne by the person or persons whose act or default renders such
work necessary.

THAT all costs in connection with the enjoyment of the easement
set out in the Schedule hereto including the cost of construction and
reconstruction maintenance upkeep or repairs to any drain in relation
thereto shall be borne by all persons for the time being entitled to
the benefit of the said Easement in a fair and just proportion in
relation thereto PROVIDED ALWAYS that if any work in respect thereto
is rendered necessary due solely to the act default of any one or more
persons entitled to the benefit of the said Easement the cost of such
work shall be borne by the person or persons whose act or default
renders such work necessary.

DATED this 19th day of April 1978

SIGNED by the said)
RONALD WILLIAM GARDINER)
in the presence of:)

R. W. Gardiner

[Handwritten signature]
Styl
Christ

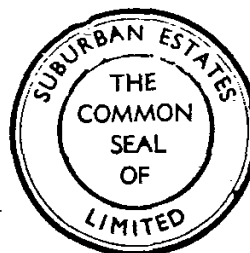
~~xxxxxx~~ 19th day of April 1978 ~~xxxxxx~~

Signed by the above named
in the presence of
THE COMMON SEAL of SUBURBAN
ESTATES LIMITED was hereto
affixed in the presence of:

~~xxxxxx~~ *[Signature]* Director

~~xxxxxx~~ *[Signature]* Secretary

~~xxxxxx~~



EASEMENT CERTIFICATE

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN
EASEMENTS BY SECTION 90D OF THE LAND TRANSFER
ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- To use any line of pipes already laid on the stipulated course or any pipes to be laid in replacement or in substitution for all or any of those pipes;
- Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Registered Proprietor.

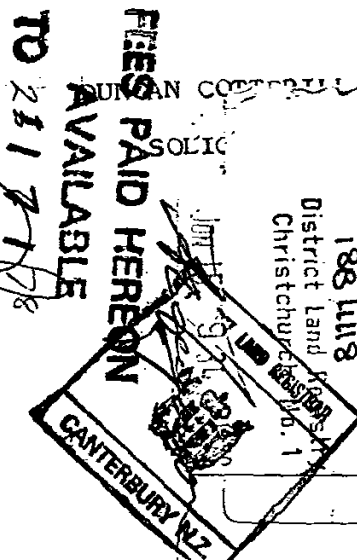
The within easement when created will be subject to Sec. 37(1)(a) Counties Amendment Act 1961

A400048.1 Transfer surrendering the within easement in so far as it is appurtenant to Lot 1 DP 68573 CT 40A/429 - 16.4.1999 at 9.00

[Signature]
for RGL

Particulars entered in the Register as shown herein on the date and at the time stamped below.

District Land Registrar
Assistant
of the District of.....



C232 A273736.4 Esplana

Cpy - 01/01, Pgs - 004, 17/08/10, 11:04



212814117

REGISTER

9.02 12.JEC06 A 273736

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST. LAND REGISTRAR



PAID HERE
FEES AVAILABLE
10 5/12/10
JEC

INSTRUMENT FOR ESPLANADE STRIP

IN THE MATTER of section 132 of
the Resource
Management
Amendment Act
1993

1. RECITALS:

- 1.1 RONALD WILLIAM GARDINER of Halswell Farmer ("the Grantor"), is registered as proprietor of the land described in the Schedule A hereto ("the land").
- 1.2 CHRISTCHURCH CITY COUNCIL ("the Grantee"), is a body corporate under the provisions of the Local Government Act 1974 in whose district the land is located.

2. Creation of esplanade strip:

The Grantor creates in favour of the Grantee, an esplanade strip for the purpose or purposes of access and recreation over and along the land described in the Schedule B hereto ("the strip").

3. Covenants:

3.1 The Grantor and the Grantee covenant:

3.2 The following acts are prohibited on the strip:

- (a) Wilfully endangering, disturbing, or annoying any lawful user of the strip (including the owner or occupier of the strip):
- (b) Wilfully damaging or interfering with any structure adjoining or on the land, including any building, fence, gate, stile, marker, bridge, or notice:
- (c) Wilfully interfering with or disturbing any livestock lawfully permitted on the strip.

The prohibitions referred to in paragraphs (b) and (c) above do not apply to the owner or occupiers of the strip.

3.3 The following further acts are prohibited on the strip.

- (a) Lighting any fire:
- (b) Carrying any firearm:



- (c) Discharging or shooting any firearm:
- (d) Camping:
- (e) Taking any animal onto, or having charge of any animal on, the land:
- (f) Taking any vehicle onto or driving or having any charge or control of any vehicle, on the land (whether is motorised or non-motorised):
- (g) Wilfully damaging or removing any plant (unless acting in accordance with the Noxious Plants Act 1979 or the Biosecurity Act 1993):
- (h) Laying any poison or setting any snare or trap (unless acting in accordance with the Agricultural Pests Destruction Act 1967 or the Biosecurity Act 1993):

3.4 The following other restrictions apply on the strip:

Any fencing which will restrict public access and recreational use of the strip is prohibited and the parties hereto agree that the provision for stiles or provided for in clause 3.6 (b) hereto shall constitute sufficient and adequate access for the purposes of this clause.

3.5 The following fencing requirement shall be made in respect of the strip: If required by the Grantee the strip shall, at the cost of the Grantee be fenced along the boundary between the strip and the adjoining land described in Schedule A hereto with a stock proof fence of a type described in the schedule to the Fencing Act 1908 to be agreed upon between the Grantee and the owner or occupier. In the event of the owner or occupier electing to erect a boundary fence, then such fence shall be erected in the position and of the type selected as hereinbefore, at the cost of the owner or occupier, and the Grantee, in equal shares.

3.6 Access to the strip:

- (a) Notwithstanding clauses 3.3(e) and (f) of this Instrument the owner or occupier of any farm property adjoining the strip shall have the right, at any time, to pass or repass over and along the strip with or without livestock and vehicles for the purpose of obtaining access to farm properties adjoining the strip subject to any other provisions of this Instrument.
- (b) The Grantee may at its own cost and discretion erect and maintain any stile or stiles over fences to give access to the land described in the said Schedule B.
- (c) Any person shall have the right, at any time, to enter upon the strip and to remain on the strip for any period of time for the purpose of

recreation, subject to any other provisions of this Instrument.

- (d) Any person shall have the right, at any time, to pass and repass, over and along the strip, subject to any other provisions of this Instrument.

3.7 The strip shall be closed to public access at such times as shall be advised to the Grantee by the Grantor for the purposes of seasonal stock, crop, or pasture management.

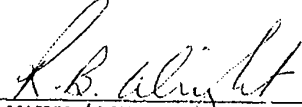
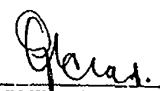
DATED this 21st day of November 1996

SIGNED by
RONALD WILLIAM GARDINER
as Grantor in the presence of:


Warren Bourke Taylor
Solicitor
Christchurch

) R. W. Gardiner
)
)

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

)
)
) 
MAYOR/COUNCILLOR

ADMINISTRATION OFFICER

SCHEDULE A

Lot 3 on Deposited Plan 68573 containing 20.6120 hectares comprised and described in Certificate of Title 40A/430 (Canterbury Registry). (Part)

SCHEDULE B

A strip of land along the banks of the Halswell River for its full length between Sabys Road and its confluence with the Nottingham Stream; the width of the said strip is to be not less than 12 metres from the water's edge but not less 6 metres from the top of the bank; the strip is shown on Deposited Plan 68573 where thereon delineated and indicated by "Esplanade Strip 12m wide".