



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

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




R.W. Muir
Registrar-General
of Land

Identifier **CB2B/1093**
Land Registration District **Canterbury**
Date Issued 22 February 1961

Prior References
CB749/80

Estate Fee Simple
Area 835 square metres more or less
Legal Description Lot 13 Deposited Plan 21398
Registered Owners
Joseph Mark Jochim D'Souza and Belgene Alegado D'Souza as to a 1/3 share
Jim Ryan D'Souza as to a 1/3 share
Joel Ardash D'Souza as to a 1/3 share

Interests

517670 Special Order imposing Building Line Restriction
Fencing Provision in Lease 558888 - 25.6.1961 at 10.05 am
501608.2 Transfer creating the following easements in gross - 8.8.1984 at 11.19 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Drain water	Lot 13 Deposited Plan 21398 - herein	Part herein	The Christchurch Drainage Board	
10629348.3 Mortgage to ANZ Bank New Zealand Limited - 24.11.2016 at 4:26 pm				



501608.2 TE

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

MEMORANDUM OF TRANSFER

(GRANT OF RIGHT TO CONVEY AND DRAIN WATER)

WHEREAS JOUKJE ELIZABETH SOPHIA HANSEN Widow and MARGOT SOPHIA HANSEN
Spinster both of Christchurch

are
~~is~~ registered as the proprietor s of an estate in fee simple as tenants in common in equal shares
subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed
hereon in all that piece of land situated in the City of Christchurch
containing 835 m²
being Lot 13 DP 21398 C.T. 2B/1093

Subject to:

1. Special Order 517670
2. Transfer 558804 - subject to s351
E (a) of the Municipal Corporations Act 1954

(Canterbury Land 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 DRAINAGE BOARD a body corporate constituted by an Act of the General Assembly of New Zealand intituled the Christchurch District Drainage Act 1951 and having its office at Christchurch (hereinafter with its successors and assigns referred to as and included in the term "the Board") the rights, liberties and easements hereinafter contained.

NOW THEREFORE in consideration of the premises and of the covenants on the part of the Board hereafter contained the transferor HEREBY TRANSFERS AND GRANTS unto the Board the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to take carry convey lead and drain

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

in any quantities and any other liquid or matter usually conveyed and carried in drains through over along or under those parts of the above described lands as are shown on the plan attached described "proposed 2.0m wide easement"

(such parts of the above described lands being hereinafter referred to as the "easement line") and for such purposes and for other purposes of these presents full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to lay make construct erect maintain alter and repair drains of such sizes and specifications as the Board may from time to time think fit and with or without headwalls manholes valves and surface boxes and other appurtenant structures as the Board shall from time to time think fit through over along or under the easement line (such drains being piped drains)

~~xxxxxx~~
~~xxxxxx~~

Vary as
applicable

and with surveyors workmen contractors and other persons horses carts wagons motor vehicles machinery material implements tools and things to enter upon the easement line and the land contiguous thereto belonging to the transferor and for those purposes to have access to and from the street across the remainder of the above described lands and to bring on to the easement line and remove therefrom such material machinery or other things as the Board shall from time to time think fit and to sink and to make trenches and shafts on the easement line and to remove and carry away as hereinafter mentioned any of the clay and gravel shingle stones and earth which in the opinion of the Board it shall be necessary to take out of the easement line and to inspect maintain cleanse repair extend remove and enlarge or replace any such drains headwalls manholes valves surface boxes and other appurtenant structures and generally to do and perform such acts and things in or upon the above described lands as may be necessary or proper for or in relation to any of the purposes aforesaid.

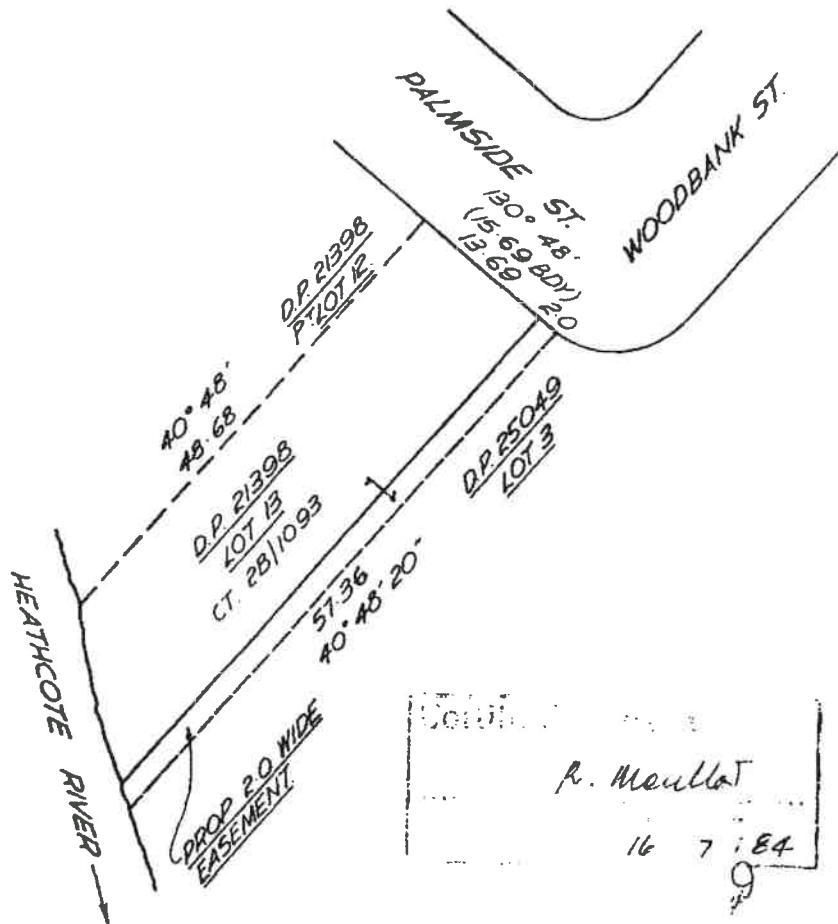
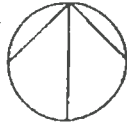
AND for the considerations aforesaid the transferor HEREBY COVENANTS with the Board as follows:-

1. THAT the transferor will not build under over or upon the easement line or plant trees upon or permit or allow trees or any roots thereof to grow upon the easement line.

2. THAT the transferor will not do or permit or suffer to be done any thing which may in any way injure or damage any drain or headwall manhole valve or surface box or other appurtenant structures as aforesaid now in or on the easement line or any drain or headwall manhole valve or surface box or other appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage through such drain of any matter hereby authorised to be carried in the same.

3. THAT if the transferor does or knowingly suffers to be done anything which shall injure or damage any drain or headwall manhole valve or surface box or appurtenant structure as aforesaid now in or on the easement line or any drain or headwall manhole valve or surface box or appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage through such drain of any matter hereby authorised to be carried in the same the transferor shall and will forthwith at the cost and expense of the transferor properly and substantially repair and make good all such injury or damage and restore such free flow and passage aforesaid and do all things necessary and expedient for the purposes aforesaid or any of them.

4. THAT the transferor will not do or permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board or whereby anything laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected and if the level of the surface of the easement line shall be so altered or affected by the transferor as to make any drain headwall manhole valve or surface box or other appurtenant structures aforesaid unusable the transferor will forthwith at the option of the Board repair or amend the same or pay to the Board the cost of so doing.



R. Meullat
16 7 84
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PROPOSED STORMWATER EASEMENT.
CITY OF CHRISTCHURCH.

PREPARED BY:
CH-CH DRAINAGE BOARD.

SCALE: 1:500

DRAWN: A.J.S.

DATE: 20-7-83

APPROVED:

IN WITNESS whereof these presents have been executed by the parties hereto the

5th day of

April one thousand nine hundred and eighty three

SIGNED by the said
JOUKJE ELIZABETH SOPHIA
HANSEN and MARGOT
SOPHIA HANSEN in the
presence of:

JB Hansen

ML Hansen

J Brown
Solicitor
Christchurch

THE COMMON SEAL of the CHRISTCHURCH
DRAINAGE BOARD was hereto affixed pursuant to
a Resolution of the Board



Newton Palfrey Chairman
Norman Kelly Secretary

~~THESE PRESENTS ARE THE MUTUAL AGREEMENT OF THE PARTIES CONCERNED~~

There shall be added to the mutual agreement contained in the said transfer the following clauses:-

1. THE Board shall be under no liability to the transferor for loss or damage to that part of the house property at present sited within the easement line and the Board shall not be responsible for loss or damage caused to the presently proposed addition to the house property which will also be within the easement line as a result of the exercise by the Board in a reasonable manner of all or any of its rights privileges hereunder or as a consequence of the exercise by the Board in a reasonable manner of any statutory rights or obligations the transferor doth indemnify the Board from and against all such liability as aforesaid
2. THE transferor will pay to the Board upon its demand any cost or expense incurred by the Board in the exercise of all or any of its rights or privileges hereunder or rights and privileges created and imposed upon the Board by statute as a consequence of the presence in the easement of any dwelling house or pipeline of the transferor over and above the cost or expense which would have been incurred by the Board had such dwelling house not been present

JB

ML Hansen
JB Hansen

5. THAT the transferor and all and every person or persons lawfully and equitably claiming through or under him, them or any of them will at all times at the request and cost of the person or persons body or bodies requiring the same execute and do every assurance and thing for further or more perfectly assuring granting and confirming all or any of the rights liberties and easements hereinbefore expressed to be hereby transferred and granted unto and to the use of the Board as by it shall be reasonably required.

AND the Board 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 Board as aforesaid in such manner that the same shall not be a nuisance or annoyance to the transferor or to the registered proprietor or proprietors occupier or occupiers of the above described lands.

2. THAT it will remove and carry away all clay gravel shingle stones and earth which shall be excavated or taken out and not used or otherwise disposed of in laying making constructing erecting inspecting maintaining cleansing repairing extending altering removing enlarging or replacing any drain as aforesaid or in the making or sinking of any trenches or shafts and shall without delay restore the surface of the easement line as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Board.

3. THAT it will repair and make good any damage which may be done to any fence or fences or to any part of the above described lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained. PROVIDED however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line. AND PROVIDED FURTHER that the Board shall not be liable for any damage to any pipes in the easement line (save as provided in paragraph 1 of the Board's covenants) where in the exercise of the rights liberties or easements aforesaid such damage cannot reasonably be prevented.

AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:-

1. NOTHING herein contained or implied shall be deemed to compel the Board to conduct any fluid water or matter hereinbefore referred to through any such drain as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.

2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the transferor to be observed or performed shall be enforced by the Board only against the registered proprietor or proprietors for the time being of those parts of the easement line in respect of which such breach or non-observance shall occur or against the registered proprietor or registered proprietors thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the easement line or any part thereof shall cease (except as to the acts and defaults occurring in respect of the easement line or that part thereof of which he is registered as proprietor and while he is so registered) upon his ceasing to be registered as proprietor of the easement line or that part thereof in respect of which such breach or non-observance shall occur.

3. NOTHING herein contained shall be deemed to abrogate limit restrict or abridge any of the rights powers or remedies vested in the Board by statute.

4. ALL covenants on the part of the transferor herein expressed or implied shall be deemed to be covenants by each of the registered proprietors included in the term "transferor" severally and shall bind each of such registered proprietors and his or its executors administrators successors and assigns and throughout this transfer any word importing the singular shall include also the plural and any word importing the masculine shall include also the feminine and vice versa in both cases.

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

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No.

Correct for the purposes of the Land Transfer Act.

TRANSFER

(Grant of Right to Convey and Drain Water)

[Signature]

Solicitor for the Transferee

J.E.S. Hansen & M.S. Hansen
Transferor

THE CHRISTCHURCH DRAINAGE BOARD
Transferee

FEES PAID HEREON
AVAILABLE
TO 20/9/84

A.L.R.

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

CHAMPION, TAYLOR & CO.
Solicitors
CHRISTCHURCH

TURNERS LTD. 40102

*Grant of right to drain water
in district of Christchurch*

11.19 08.AUG84 C 501608/2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR
28/10/93

