



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



R.W. Muir  
Registrar-General  
of Land

**Identifier** **CB47D/110**  
**Land Registration District** **Canterbury**  
**Date Issued** 15 November 2000

**Prior References**  
CB42B/243      CB42B/244

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**Estate** Fee Simple  
**Area** 30.6890 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 82576  
**Registered Owners**  
Lifestyle Chickens Limited

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**Interests**

A481416.7 Easement Certificate specifying the following easements - 15.11.2000 at 11.26 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Lot 2 Deposited Plan 82576 - herein	A DP 82576	Lot 1 Deposited Plan 82576	
Convey water	Lot 2 Deposited Plan 82576 - herein	B DP 82576	Lot 1 Deposited Plan 82576	
Convey electric power	Lot 2 Deposited Plan 82576 - herein	A DP 82576	Lot 1 Deposited Plan 82576	
Convey electric power	Lot 2 Deposited Plan 82576 - herein	G DP 82576	Lot 1 Deposited Plan 82576	
Convey water	Lot 1 Deposited Plan 82576 - CT CB47D/109	C DP 82576	Lot 2 Deposited Plan 82576 - herein	
Convey water	Lot 1 Deposited Plan 82576 - CT CB47D/109	D DP 82576	Lot 2 Deposited Plan 82576 - herein	
Convey water	Lot 1 Deposited Plan 82576	F DP 82576	Lot 2 Deposited Plan 82576 - herein	

The easement specified in Easement Certificate A481416.7 will be subject to Section 243(a) Resource Management Act 1991 when created

Land Covenant in Transfer A481416.8 - 15.11.2000 at 11.26 am

Fencing Covenant in Transfer A481416.8 - 15.11.2000 at 11.26 am

12759870.2 Mortgage to ASB Bank Limited - 21.6.2023 at 2:39 pm

Registered Owners

I hereby certify that this plan was approved by the  
Severn District Council pursuant to section 223 of the  
Planning (Listed Buildings and Conservation Areas) Act  
1967, and that the plan is a true and correct copy of  
the original plan as approved by the Council.

15/11/2000  
Signing Officer/Titles

Condition partially revised  
See Vol. 148/163

MEMORANDUM OF EASEMENTS

Feature	Lot No.	Shed	Diagram	Lot 2 A
Right to convey water.	1	C.D.	D.P.64532	Lot 2 A
	2	F	D.P.64532	Lot 2
	2	A.B.	D.P.68060	Lot 1 & 2
	2	E	D.P.68060	Lot 1 & 2
Right to convey electric power.	2	A.G.	D.P.68060	Lot 1 & 2

NOTE:

1) Lots 1 & 2 herein are subject to Land Conditions and Easements contained in LA311633.

2) Areas C, H & I are to be subject to a proposed consent notice.

CERTIFICATES OF TITLE ALLOCATED

Lot 1: 470/109

Lot 2: 470/110

Class of Survey: Class III

Total Area: 34.6890ha

Comprised in: C.S.T. 42B/243 & 42B/244

A. Scott, Gregory, Williams of Christchurch

(a) The survey is made in accordance with the Survey Act 1980 and the Survey Regulations 1982.

(b) The plan is accurate, and has been created in accordance with the Act and these Regulations.

Signature: [Signature] Date: 1/12/2000

Field Book: [Blank] Traverse Book: [Blank]

Reference Plans: D.P. 22161, 64532, 68060, 73048 & 73750

Examined: [Blank] Correct: [Blank]

Approved as to Survey: [Signature] Agents: Chief Surveyor

Deposited this 15th day of November 2000

For: [Signature] Registrar-General of Land

Plan No. 18 004 000

Project No. D.P.82576

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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

**A481416.7 EC**  
**EASEMENT CERTIFICATE**

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

I/We ROLAND DAVID MCGURK and RANA MARGARET MCGURK ✓

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 Christchurch on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 under No. 82576 ✓ 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. 82576**

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 to convey water ✓	1 ✓	C, D ✓)	Lot 2 ✓ <del>Lot 4 DP 68060</del>	47D/110 ✓ <del>39D/314 ✓</del>
	1 ✓	F ✓	Lot 2 ✓	47D/110 ✓
	2 ✓	A, B ) ✓	Lot 1 ✓ <del>Lot 4 DP 68060</del>	47D/109 ✓ <del>39D/314 ✓</del>
	<del>2 ✓</del>	<del>E ✓</del>	<del>Lot 4 DP 68060 ✓</del>	<del>39D/314 ✓</del>
Right to convey electric power ✓	2 ✓	A, G ) ✓	Lot 1 ✓ <del>Lot 4 DP 68060</del>	47D/109 ✓ <del>39D/314 ✓</del>

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:~~

As attached

**Annexure Schedule**

Insert below

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

Easement

Dated

Page

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of

5

Pages

**SCHEDULE "B"****1 Rights and Powers:**

The rights (including additional rights) and powers implied in certain easements by virtue of section 90D and the Seventh Schedule to the Land Transfer Act 1952 are hereby adopted in so far as they apply to rights to convey water.

In addition thereto the following rights and powers are also hereby created:

*Electric power*

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 electric power 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, across the land over which the easement is granted or created together with 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 aforesaid:

- (a) To use any line of pipes electric power poles supply wires conduit pipes, cables and mains of all descriptions ("means of transmission") already laid or any means of transmission in replacement or in substitution for all or any of such means of transmission.
- (b) Where no such means of transmission exist to lay place maintain construct and erect or to have laid placed maintained constructed or erected such means of transmission as may be respectively required for such of the aforesaid purposes under or over the surface (as the parties decide) of the land over which the easement is granted or created and along such line if any as may be defined for such purpose or purposes.
- (c) In order to construct or maintain the efficiency of any such means of transmission 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 and to remain there for any reasonable time for the purpose of laying inspecting cleaning repairing maintaining and renewing such means of transmission 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.

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

Easement

Dated

Page

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of

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Pages

*Right to Convey Water*

The following rights in connection with the conveyance of water are in addition to those set out in the Seventh Schedule of the Land Transfer Act 1952 and adopted above.

The right to convey water includes:

- (a) the right to maintain, repair, replace, and operate a pressure pump, pump house, and associated equipment and machinery within the area marked "A" on DP 82576.

The rights of the registered proprietor of Lot 1 Deposited Plan 82576 to use the water source contained in the easement is limited to purposes of reasonable domestic supply only.

In the areas marked "D" and "B" on Deposited Plan 82576 the pipes shall be buried below ground unless both the registered proprietors of the servient and dominant tenement agree otherwise in writing.

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**Annexure Schedule**

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

Easement

Dated

Page 4 of 5 Pages

**SCHEDULE "C"**

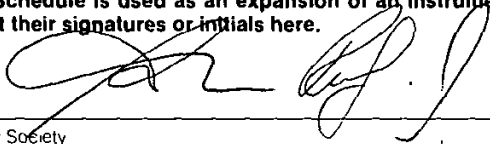
2 Terms, conditions, covenants, or restrictions in respect of any of the above easements:

- (a) Each grant shall be for all time appurtenant to the dominant tenement.
- (b) No power is implied in respect of any easement for the owner for the time being of the servient tenement to determine the easement for breach of any provision in this certificate (whether express or implicit) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- (c) The owner for the time being of the servient tenement in respect of any of the easements expressed herein shall not do any act which impedes, interferes with or restricts the rights of the owner for the time being of the dominant tenement and other authorised persons in relation to any easement.
- (d) Except as specifically provided for in this easement all costs incurred in connection with each of the easements created by this certificate shall be borne by the owners for the time being of the dominant and servient tenements relating thereto in such proportion as each respectively shall have the use and benefit thereof. For these purposes each separate dwelling and curtilage capable of being held in separate legal ownership shall be deemed a separate lot.

For the purposes of this clause "costs" shall mean and include the costs of installation, creation, establishment, repair, maintenance, renewal, cleansing and servicing and operating costs of any article, property or facility used or needed for the proper exercise of the rights created by that easement.

- (e) Notwithstanding the provisions of paragraph 2(d) above where any cost as defined therein is or becomes necessarily incurred through the omission, neglect or default of any one or more of the owners of the dominant or servient tenements then that owner or if more than one, those owners, shall bear the whole of that cost.
- (f) The owners of the dominant tenements in respect of each easement shall have the right, for the purpose of complying with any obligation of such owners under this certificate, to enter the servient tenement with or without agents, servants and contractors with all necessary tools, implements, machinery, vehicles and equipment and may remain on the servient tenement for such time as is reasonable for the purpose of performing such obligation provided that in exercising the rights herein such owners shall cause as little damage, disturbance, inconvenience and interruption to the servient tenements and to the owners thereof as shall be reasonably necessary and shall further make good any damage done to the servient tenements and to the owners thereof.

**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

Easement

Dated

Page 5 of 5 Pages

- (g) If any party ("the defaulting party") whether an owner of a dominant tenement or a servient tenement neglects or refuses to perform or join with another party ("the other party") in performing any obligation under this instrument then the following provisions shall apply:
- (i) The other party may serve on the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiration of fourteen days from service of the default notice the other party may perform such obligation.
  - (ii) If at the expiry of the default notice, the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
    - (A) Perform such obligation; and
    - (B) For that purpose enter the relevant servient land or dominant land and carry out the required work
  - (iii) The defaulting party shall be liable to pay to the other party the costs of the default notice and the share of the defaulting party of the costs of the works specified in the default notice for which the defaulting party is liable.
  - (iv) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (h) Any dispute as to the terms of/or the interpretation of this instrument or the liability of the owners of the dominant or servient tenements or any of them shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment and this clause shall be deemed a submission within the meaning of that Act.

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

As attached

Dated this 25<sup>th</sup> day of September 2000. ✓

Signed by the above-named

ROLAND DAVID MCGURK and  
RANA MARGARET MCGURK

in the presence of

Witness ..... ✓

Occupation SIMON LEONARD PRICE ✓  
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*

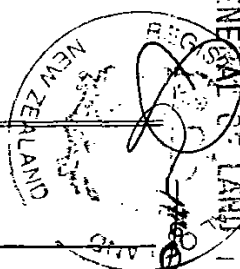
*Solicitor for the registered proprietor*

THE WITHIN EASEMENTS WHEN  
CREATED WILL BE SUBJECT TO  
SECTION 243(a) RESOURCE  
MANAGEMENT ACT 1991.

**REGISTER**

11.26 15.NOV00 A 481416

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTEBURY  
for REGISTRAR-GENERAL LAND



**TRANSFER**  
**Land Transfer Act 1952**

A481416.8 T

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

**Land Registration District**

Canterbury ✓

**Certificate of Title No.**

47D/109 ✓  
47D/110 ✓

**All or Part?**

All ✓  
All

**Area and legal description - Insert only when part or Stratum, CT**

**Transferor Surnames must be underlined**

ROLAND DAVID MCGURK and RANA MARGARET MCGURK ✓

**Transferee Surnames must be underlined**

ROLAND DAVID MCGURK and RANA MARGARET MCGURK ✓

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

Fee Simple subject to a land covenant and fencing covenant  
as expressed in the annexure schedule ✓

**Consideration**



\$10.00 ✓

**Operative Clause**

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title if an easement is described above such is granted or created.

Dated this 25<sup>th</sup> day of September 2000 ✓

**Attestation**

  Signature or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name SIMON LEONARD PRICE
	Occupation SOLICITOR
	Address CHRISTCHURCH ✓

**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.

sl 1934 \ 12-04 transfer.dot \ hmn

 ✓  
Solicitor for the Transferee

# TRANSFER

## Land Transfer Act 1952

Law Firm Acting

N.Z. Law  
REF: 001

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

**Annexure Schedule**

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

Transfer

Dated

Page 2 of 3 Pages

Continuation of "estate or interest or easement to be created"

**WHEREAS**

- (a) The Transferor when the registered proprietor of the land formerly contained in certificates of title 42B/244 and 42B/243 subdivided the land into lots in the manner shown on Deposited Plan 82576. ✓
- (b) Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to themselves
- (c) Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with himself shall be valid as it made with another.
- (d) It is the transferor's intention to create for the benefit of the land in the certificate of title set out in Schedule A (referred to as the "Dominant Lot") the land covenant set out in Schedule C over all the lots set out in Schedule B (referred to the "Servient Lot"). ✓

To the intent that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule C and that the owners and occupiers for the time being of the Dominant Lot may enforce the observance of such stipulations against the owners for the time being of the Servient Lot.

AND as incidental to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of the respective Dominant Lot the transferee does hereby covenant and agree in the manner set out in Schedule C so that the covenants run with the Servient Lot for the benefit of the respective Dominant Lot as described in Schedule A. ✓

**SCHEDULE A**

**Dominant Lot**

Lot 2 Deposited Plan 82576 ✓

**SCHEDULE B**

**Servient Lot**

Lot 1 Deposited Plan 82576 ✓

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## Annexure Schedule

Insert below

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

Transfer

Dated

Page 3 of 3 Pages

Continuation of "estate or interest or easement to be created"

### SCHEDULE C

1. The transferee shall be bound by fencing covenant as defined in section 2 of the Fencing Act in favour of the Transferor.
2. The transferee will not allow or permit the following activities on the Servient Lot:
  - (a) Any farming activities other than pastoral or horticultural farming;
  - (b) composting, offal pits, excavations, wood, materials, vehicles, plant machinery and timber not directly related to and used on the property for the activities described in (a) above;
  - (c) intensive or factory farming of animals, mushrooms, poultry, or birds;
  - (d) plant or allow to grow on or within two (2) metres of the south west boundary between Lots 1 and 2 any trees exceeding seven (7) metres in height measured from ground level at the base of the tree and will trim those trees the subject of this covenant to ensure compliance;
  - (e) store materials of a type or in such a way which become a fire hazard;
  - (f) kennels or catteries;
  - (g) combustion of any materials not grown or produced on the said land.

To: The District Land Registrar  
Canterbury Land Registry  
Christchurch

Pursuant to section 126A of the Property Law Act 1952 we request that the restrictive covenants contained in this memorandum of transfer be endorsed on the certificates of title.

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11.26 15.NOV00 A 481416.8

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTERBURY  
for REGISTRAR-GENERAL OF LAND

*Both*

