



**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** 1114901  
**Land Registration District** Canterbury  
**Date Issued** 10 May 2023

**Prior References**  
12658811.1

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**Estate** Fee Simple  
**Area** 2.0234 hectares more or less  
**Legal Description** Reserve 3537

**Registered Owners**  
Paul Brendon Campbell and Jo-Anne Campbell

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**Interests**  
Subject to Part IVA Conservation Act 1987  
Subject to Section 11 Crown Minerals Act 1991  
12658811.2 Encumbrance to His Majesty the King - 10.5.2023 at 8:30 am

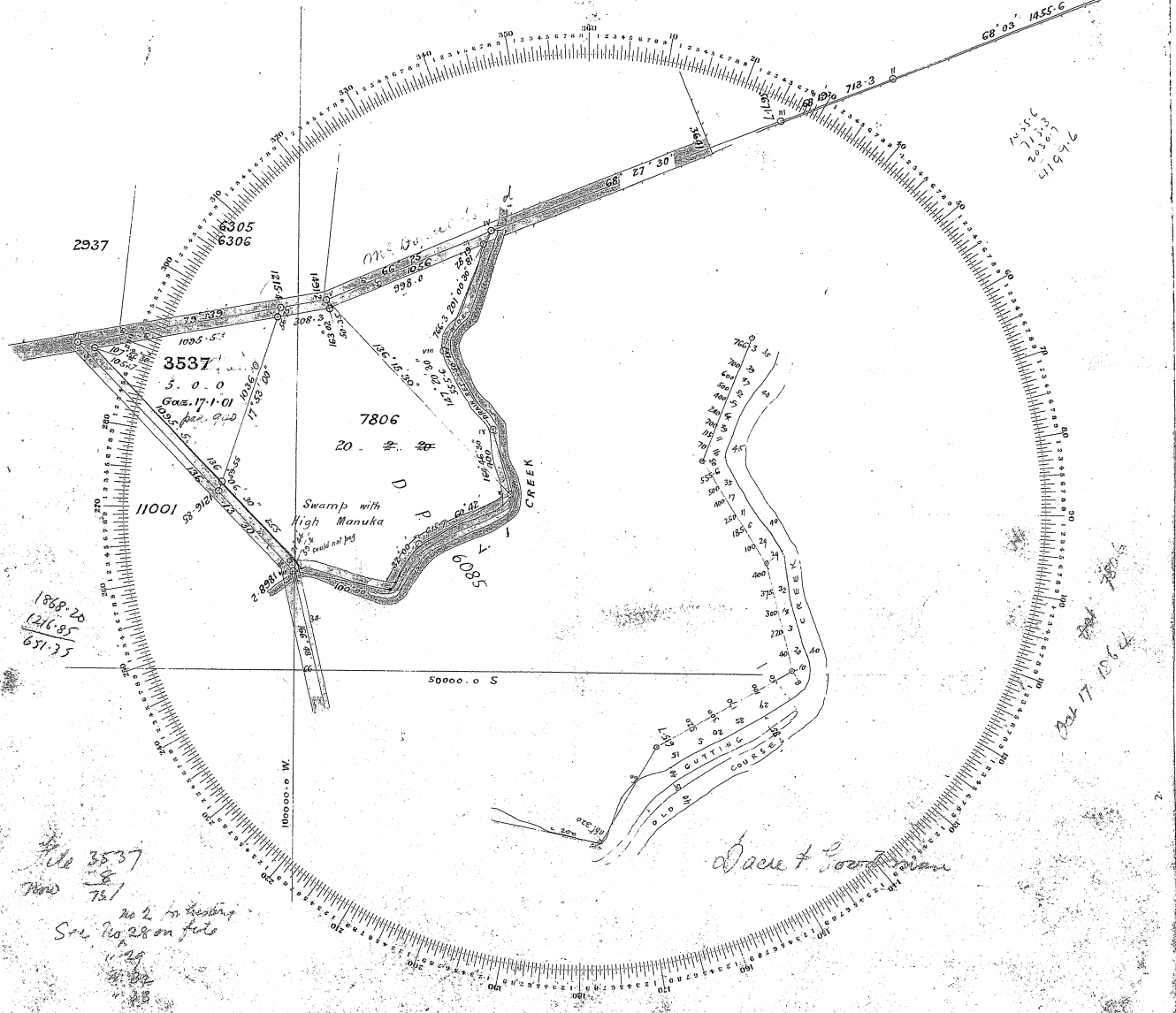
## DEPARTMENT OF LANDS AND SURVEY.

HALSWELL

V

154  
(Small Plot)

3017/14  
Instructions No. \_\_\_\_\_ Date \_\_\_\_\_  
Field Book No. \_\_\_\_\_ Page \_\_\_\_\_  
Traverse Reductions Book Page 15 sheet  
Map received 17/4/00 examined 14/9/00 J.B.  
Registered \_\_\_\_\_



Plan of R. S. 7806 &c  
Surveyed for \_\_\_\_\_  
By Geo. W. McIntyre Surveyor.

February 1800.

Scale 5 Chains to an Inch.

NOTE. Measured lines to be drawn in red, calculated or scaled lines in black, observed bearings in blue, the figures also being red black and blue respectively. Draw a red circle round each peg, a double red circle round each trig station. Remarks of Surveyor to be noted on back of map.

Approved  
4777  
Surveyor

# View Instrument Details



**Instrument No** 12658811.2  
**Status** Registered  
**Date & Time Lodged** 10 May 2023 08:30  
**Lodged By** Cuthill, Victoria Anne  
**Instrument Type** Encumbrance



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<b>Affected Records of Title</b>	<b>Land District</b>
1114901	Canterbury

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**Annexure Schedule** Contains 5 Pages.

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## 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 Layton James Ward as Encumbrancer Representative on 09/05/2023 10:32 AM

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## 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 Keely Anne Marbeck as Encumbrancee Representative on 08/03/2023 11:03 AM

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

8Form 18

Encumbrance instrument

(Section 100 Land Transfer Act 2017)

Land registration district

Canterbury

BARCODE

Record of Title (unique identifier)

All/part

Area/description of part

1114901

All

Reserve 3537 (2.0234 Ha)

Encumbrancer

PAUL BRENDON CAMPBELL and JO-ANNE CAMPBELL

Encumbrancee

HIS MAJESTY THE KING pursuant to the Land Act 1948

Estate or interest to be encumbered

Fee Simple

Encumbrance memorandum number

Not Applicable

Nature of security

Rent Charge of \$0.10c per annum

Operative clause

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above sum of money, annuity, or rent charge to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) **and** so as to incorporate in this encumbrance the terms and other provisions set out in the Annexure Schedule(s) 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.

## ANNEXURE SCHEDULE

### BACKGROUND

- A The Encumbrancee transferred to the Encumbrancer the fee simple estate in the land described on the front page of this encumbrance instrument ('the Land').
- B The Encumbrancer is the registered proprietor of the Land.
- C The Land may be contaminated and, if it is, that the contamination occurred before the transfer of the Land from the Encumbrancee to the Encumbrancer.
- D The Encumbrancer purchased the Land from the Encumbrancee upon terms and conditions which included:
  - i an acknowledgement by the Encumbrancer that it purchased the Land in the knowledge that the Land may be contaminated and may require clean up action in the future;
  - ii an agreement by the Encumbrancer that it would be entirely responsible for the carrying out of any clean up action, including the full cost of any such action;
  - iii an agreement that the Encumbrancee's contribution to any clean up cost has been fully dealt with in the purchase price for the Land;
  - iv an acknowledgement by the Encumbrancer that the purchase price for the land was agreed having regard to, among other things, the acknowledgements and agreements referred to above; and
  - v an agreement between the parties that the Encumbrancer would enter into this encumbrance instrument.

### 1 Interpretation

In this encumbrance instrument, unless the context requires otherwise:

#### 1.1 Definitions

**Contamination** means any contamination of the Land, whether by a 'contaminant' (as defined in section 2 of the Resource Management Act 1991) or otherwise.

**Encumbrancer** means the Encumbrancer named in this encumbrance instrument, and includes the registered proprietor for the time being of the Land and any person claiming under such registered proprietor.

**Land** means the land described on the front page of this encumbrance instrument.

## ANNEXURE SCHEDULE

- 1.2 **Defined Expressions:** Expressions defined in the main body of this encumbrance instrument have the defined meaning in the whole of this encumbrance instrument, including the background.
- 1.3 **Headings:** Section, clause and other headings are for ease of reference only, and do not affect this encumbrance instrument's interpretation.
- 1.4 **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 1.5 **Parties:** References to parties are references to parties to this encumbrance instrument.
- 1.6 **Persons:** References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality.
- 1.7 **Plural and Singular:** Words importing the singular number include the plural and vice versa.
- 1.8 **Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to this encumbrance instrument's sections, clauses and schedules.
- 1.9 **Statutes and Regulations:** References to any statutory provision includes any statutory provision which amends or replaces it, and any subordinate legislation made under it.
- 2 **Land Encumbered**
  - 2.1 The Encumbrancer encumbers the Land in terms of the operative clause on the front page of this encumbrance instrument and in accordance with the following terms of this encumbrance instrument.
  - 2.2 The term of this encumbrance instrument is 99 years from the date of this encumbrance instrument, subject to clause 5.
- 3 **Rentcharge**
  - 3.1 The rentcharge shall be paid by the Encumbrancer to the Encumbrancee on the last day of January in each year, if demanded. The Encumbrancee may only make demand for payment of the rentcharge if there has been a breach by the Encumbrancer of the terms of this encumbrance instrument.
  - 3.2 Any demand by the Encumbrancee for payment shall be without prejudice to the Encumbrancee's other remedies for breach by the Encumbrancer of the terms of this encumbrance instrument.

## **ANNEXURE SCHEDULE**

### **4 Encumbrancer's Covenants**

#### **4.1 The Encumbrancer covenants with the Encumbrancee as follows:**

- a The Encumbrancer shall not make any claim or demand on the Encumbrancee for any compensation, contribution, costs, losses, damages, expenses, or any other relief whatsoever, in respect of or otherwise incidental in any way to the Contamination.
- b The Encumbrancer shall indemnify the Encumbrancee from and against all claims, costs, petitions, suits, actions and demands whatsoever which may be made for or on account of any accident, injury or harm to any person or for any damage to any property arising out of, or cause or contributed (either directly or indirectly) by, the Contamination. This clause shall not apply for so long as His Majesty the King is the Encumbrancer.
- c The Encumbrancer shall be responsible for and shall accept sole liability for remedying the Contamination in accordance with all territorial authority, statutory and other legal requirements, and the Encumbrancee shall have no liability in this regard.
- d The Encumbrancer shall pay the costs of the Encumbrancee relating to any enforcement by the Encumbrancee of the Encumbrancer's covenants set out in this encumbrance instrument.

### **5 Encumbrancee's Covenants**

#### **5.1 The Encumbrancee covenants with the Encumbrancer as follows:**

- a The Encumbrancer may at its own cost in all respects discharge this encumbrance instrument upon receiving from the relevant territorial authority written confirmation that:
  - i the Contamination has been remedied to the satisfaction of the territorial authority; and/or
  - ii the territorial authority will not take any further action against any registered proprietor in respect of the Contamination.

### **6 Property Law Act 2007**

#### **6.1 Sections 203 to 205 of the Property Law Act 2007 apply to this encumbrance instrument, but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rentchargee or encumbrancee):**

## **ANNEXURE SCHEDULE**

- a the Encumbrancee shall be entitled to none of the powers and remedies (including any power of sale) given to encumbrancees by the Land Transfer Act 2017 and the Property Law Act 2007; and
- b no covenants on the part of the Encumbrancer are implied in this encumbrance instrument other than the covenant for further assurance implied by section 208 of the Land Transfer Act 2017.

### **7 Consent of Encumbrancee**

- 7.1 The Encumbrancee's consent shall not be required to the registration of any instrument against the Record of Title identifier for the Land which has priority behind this encumbrance instrument.

### **8 No Prejudice**

- 8.1 No delay or failure by the Encumbrancee or the Encumbrancer to enforce performance of any of the covenants set out in this encumbrance instrument and no indulgence granted to the Encumbrancer by the Encumbrancee, or to the Encumbrancee by the Encumbrancer, shall prejudice the rights of either party to enforce any of the covenants of this encumbrance instrument.