

Approved by Registrar-General of Land under No. 2002/1026

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6321800.4 Transfer**

Cpy - 01/01, Pgs - 006, 23/02/05, 09:48



DocID: 211352920

Land registration district

**CANTERBURY**

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

All/part

Area/description of part or stratum

14130

All

14131

All

**(continued on page 2 Annexure Schedule)**

Transferor

Surname(s) must be underlined or in CAPITALS.

**MONCRIEFF PASTORAL LIMITED**

Transferee

Surname(s) must be underlined or in CAPITALS.

**MONCRIEFF PASTORAL LIMITED**

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created

State if fencing covenant imposed.

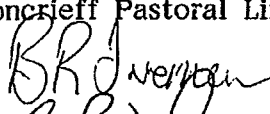

**Fee simple subject to land covenant (continued on page 2 Annexure Schedule)**

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 16<sup>th</sup> day of September 2002 4

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

Signed for and on behalf of Moncrieff Pastoral Limited by:  Director  Director	<b>Signed in my presence by the Transferor</b>
	_____ Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name  Occupation  Address
Signature [common seal] of Transferor	

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

[Solicitor for] the Transferee

**Annexure Schedule**



Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

**Transfer**

Dated **16 September 2004**

Page **1** of **3** Pages

*(Continue in additional Annexure Schedule, if required.)*

**Continuation of "Unique identifier(s) or C/T(s)"**

Unique identifier(s) or C/T(s)	All/Part	Area/description of part or stratus
37602	All	
37603	All	

**Schedule A**

Certificate of Title No.

14129  
 33K/1024

**Schedule B**

Not to erect or permit to be erected any building or appurtenances or plant or permit to be planted any shelter belts except for shelter belts planted with the species of plants set out in Schedule C within those parts of the land contained in certificates of title 14130, 14131, 14132, 37602 and 37603 marked A, B, C, D and E on Deposited Plan 340227.

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

It is the Transferor's intention to create for the benefit of the land in the certificate of title set out in Schedule A (hereinafter referred to as a "Dominant Land") the land covenant set out in Schedule B over the land in certificates of title 14130, 14131, 14132, 37602 and 37603 (hereinafter referred to as the "Servient Land") TO THE INTENT that the Servient Land shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Dominant Land may enforce the observance of such stipulations against the owners for the time being of the Servient Land AND so as to bind the Servient Land and for the benefit of the Dominant Land the Transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in Schedule B hereto so that the covenant runs with the Servient Land for the benefit of and forever appurtenant to the Dominant Land.

AND the Transferee and the Transferor hereby request that such covenant be noted against certificates of title 14129, 14130, 14131, 14132, 37602, 37603 and 33K/1024 (all Canterbury Registry)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

16 September 2004

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE C**

**Species Suitable for Shelterbelt Planting, McLeans Island**

Shelter plantings are restricted to local native species to ensure plantings are compatible with the ecology of the adjoining native grassland park and cause minimal detrimental effects on its grassland/shrubland ecosystem. The plants are grouped according to soil conditions. *Primary Shelter Species* are those most likely to provide a shelter function. *Species of ecological value* are included for information of adjoining owners who wish to plant other appropriate species to enhance the ecological values of the area. These plants are either slow growing or of small size and thus provide less shelter value.

All plantings shall be of local sourced plants to avoid modification of the generic makeup of local species through hybridisation with native plants in the adjoining reserve.

Planting success will be greater with rabbit browse protection, mulching and readily available water.

**Hardest Sites**

**Primary Shelter Species**

Kanuka (*Kunzea ericoides*)

**Special of Ecological Value**

Kowhai (*Sophora microphylla*)  
Scented tree daisy (*Olearia odorata*)  
Tauhinu (*Ozothamnus leptophyllus*)  
Matagouri (*Discaria toumatu*)  
Mikimiki (*Coprosma propinqua*)  
Mikimiki (*Coprosma crassifolia*)  
Shrub pohuehue (*Muehlenbeckia australis*)  
NZ Broom (*Carmichaelia australis*)  
Prostrate kowhai (*Sophora prostrata*)  
Porcupine shrub (*Meliccytus alpinus*)

**Deeper Waimakariri Soils**

**Primary Shelter Species**

Kanuka (*Kunzea ericoides*)  
Cabbage Tree (*Cordyline australis*)  
Akiraho (*Olearia paniculata*)

**Special of Ecological Value**

Kowhai (*Sophora microphylla*)  
Mikimiki (*Coprosma propinqua*)  
Mikimiki (*Coprosma crassifolia*)  
Mingimingi (*Cyathodes juniperina*)

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**Annexure Schedule**



Insert type of instrument

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

Transfer

Dated

16 September 2004

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Tauhinu (*Ozothamnus leptophyllus*)

**Deepest Loamy Soils**

**Primary Shelter Species**

Kanuka (*Kunzea ericoides*)

Cabbage Tree (*Cordyline australis*)

Narrow leaved lacebark (*Hoheria angustifolia*)

Kohuhu (*Pittosporum tenuifolium*)

**Species of Ecological Value**

Kowhai (*Sophora microphylla*)

Totara (*Podocarpus totara*)

Lancewood (*Pseudopanax crassifolius*)

Mikimiki (*Coprosma propinqua*)

Mikimiki (*Coprosma crassifolia*)

Karamu (*Coprosma robusta*)

Mingimingi (*Cyathodes juniperina*)

Matai (*Prumnopitys taxifolia*)

Rohutu (*Lophomyrtus obcordata*)

Pomaderris (*Pomaderris phyllicifolia*)

Koromiko (*Hebe salicifolia*)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

ASB BANK LIMITED  
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

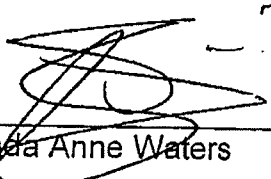
I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

- Senior Manager Business and Rural Documentation
- Senior Manager Group Retail Loan Documentation
- Senior Manager Loan Security Maintenance
- Manager Business and Rural Loan Documentation
- Legal Executive, Lending Services
- Manager Administration
- Manager Security Alterations and Settlements
- Manager Inward Documents and Security Filing
- Manager Evening Processing Team
- Manager BankDirect
- Chief Manager Lending Services
- Manager Debt Assessment and Recoveries
- Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited

3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

  
 \_\_\_\_\_  
 Brenda Anne Waters

SIGNED at Auckland this \_\_\_\_\_ day of \_\_\_\_\_ 200

**18 FEB 2005.**

Approved by Registrar-General of Land under No. 2003/6150

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Transfer**

Page **1** of **1** pages

**Consentor**

Sumame must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ASB Bank Limited**

**Mortgagee under Mortgage 5281149.3**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]


[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:  
**registration of the within Transfer**

Dated this \_\_\_\_\_ day of **18 FEB 2005**

**Attestation**

 _____ by its Attorney <b>BRENDA ANNE WATERS</b> Witness: <b>DEBBY HOOLEY</b> Bank Officer, <b>AUCKLAND</b>	<p>Signed in my presence by the Consentor</p> <hr/> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **265368**  
**Land Registration District** **Canterbury**  
**Date Issued** 22 September 2006

**Prior References**

14129                      14131

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**Estate**                      Fee Simple  
**Area**                        90.4185 hectares more or less  
**Legal Description**      Lot 3-4 Deposited Plan 364458 and Lot 1  
   Deposited Plan 303530

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**Registered Owners**

Christchurch City Council

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**Interests**

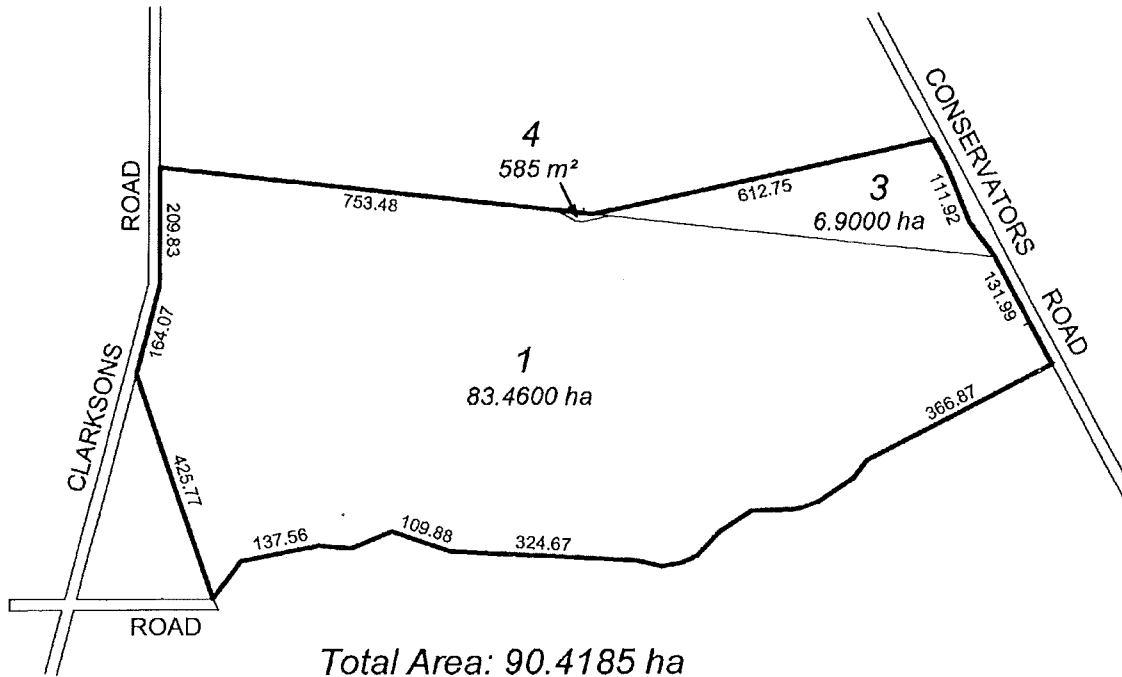
Land Covenant in Transfer 6321800.4 - Produced 23.2.2005 at 9.00 am and entered 15.3.2005 at 9.00 am  
Subject to Section 241(2) Resource Management Act 1991 (affects DP 364458)

**Title Diagram 265368**

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**Total Area: 90.4185 ha**

For remaining dimensions see DP's 303530, 364458