



DocID: 110300870

# EASEMENT CERTIFICATE

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

X/We **TERRANOVA DEVELOPMENTS LIMITED**

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 **Otago** on the \_\_\_\_\_ day of \_\_\_\_\_ under No. \_\_\_\_\_ 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. 304375**

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		
	(refer attached schedule)			

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:

**SCHEDULE A  
DP 304375**

Nature of Easement (eg. Right of Way etc)	Colour or other means of identification of part subject to easement	Dominant Tenement	Servient Tenement	Title Reference
Right of Way	A	Lots 2-9	Lot 1	17674,17675,17676, 17677,17678,17679, 17680,17681 and 17682
	B	Lots 3-8	Lot 2	17675,17676,17677, 17678,17679,17680 and 17681
	C	Lots 4-7	Lot 3	17676,17677,17678, 17679 and 17680
	D	Lots 3, 5, 6	Lot 4	17676,17677,17678 and 17679
	E	Lots 3, 4, 6	Lot 5	17676,17677,17678 and 17679
	F	Lots 3-5	Lot 6	17676,17677,17678 and 17679
	G	Lots 2-6	Lot 7	17675,17676,17677, 17678,17679 and 17680
	H	Lots 1-7	Lot 8	17674,17675,17676, 17677,17678,17679, 17680 and 17681
	I	Lots 1-8	Lot 9	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
Right to Store Water	J	Lots 1-7, 9	Lot 8	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
Right to Operate and Maintain Bore and Pump and Convey Water and Electricity	K	Lots 1-8	Lot 9	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
Right to Convey Water and Electricity	J, L, H	Lots 1-7, 9	Lot 8	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	G	Lots 1-6, 8, 9	Lot 7	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	F	Lots 1-5, 7-9	Lot 6	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682

Right to Operate and Maintain Sewerage Pump and Drain and Convey and Store Sewage and Convey Electricity	E	Lot 4	Lot 5	17677 and 17678
	M	Lots 1-5, 7-9	Lot 6	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
Right to Drain and Convey Sewage and Drain Stormwater	A	Lots 2-9	Lot 1	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	B	Lots 1, 3-9	Lot 2	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	C	Lots 1, 2, 4-9	Lot 3	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	D	Lots 1-3, 5-9	Lot 4	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	E	Lots 1-4, 6-9	Lot 5	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	F	Lots 1-5, 7-9	Lot 6	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	G	Lots 1-6, 8, 9	Lot 7	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	H	Lots 1-7, 9	Lot 8	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682
	I	Lots 1-8	Lot 9	17674,17675,17676, 17677,17678,17679, 17680, 17681 and 17682

## 1 Interpretation

In this instrument unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of the installation, creation, establishment, repair, maintenance, and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in the first schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the plan" means deposited plan 304375 Otago Registry.

"right of way area" means that part of the land described in the first schedule as being subject to a right of way easement.

"right of way easement" means the rights recorded by this certificate in relation to each right of way.

"right to store water area " means that part of the land described in the first schedule as being subject to a right to store water easement.

"right to store water" means the right as recorded in this certificate in relation to each right to store water.

"right to operate and maintain bore and pump and convey water area" means that part of the land described in the first schedule as being subject to a right to pump water easement.

"right to operate and maintain bore and pump and convey water" means the rights recorded by this certificate in relation to each right to pump water.

"water supply area" means that part of the land described in the first schedule as being subject to a water supply easement.

"water supply easement" means the rights recorded by this certificate in relation to each water supply area.

"electricity supply area" means that part of the land described in the first schedule as being subject to an energy supply easement.

"electricity supply easement" means the rights recorded by this certificate in relation to each energy supply area.

"sewage drainage area" means that part of the land described in the first schedule as being subject to a sewage drainage easement.

"sewage drainage easement" means the rights recorded by this certificate in relation to each sewage drainage area.

"storm water drainage area" means that part of the land described in the first schedule as being subject to a water drainage easement.

"storm water drainage easement" means the rights recorded by this certificate in relation to each water drainage area.

"servient land" in relation to any easement means the land described in the first schedule which is subject to the relevant easement.

"specified area" means any part of the land specified in the first schedule as being subject to an easement.

"specified proportion" in relation to any party and any costs means the proportion of such costs payable by such party in accordance with this certificate.

## 2 General provisions relating to easements

The following provisions are applicable to the easements recorded by this certificate:

- (a) Each grant shall be for all time from the date such easements are deemed to be created pursuant to section 90A (6) of the Land Transfer Act 1952 .
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) 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) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
  - (i) the other party may serve upon 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 seven 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 any work;
  - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;
  - (iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
    - (A) enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
    - (B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.
  - (ii) In exercising any rights under this subclause the Grantee shall:
    - (A) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and



(B) forthwith make good any damage done to the servient land and to the occupier of the servient land.

- (e) The parties shall pay all costs incurred in connection with the easements created by this certificate in the proportions as to usage by the parties, unless the incurring of costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party shall be responsible for the costs.

### **3 Right of way easements**

The following provisions shall apply to each right of way easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons) to pass and re-pass:
- (i) on foot with or without domestic animals of any kind; and
  - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- (b) The Grantor shall be responsible for the formation of the right of way.
- (c) The Grantor and the Grantee shall be responsible for the maintenance of the right of way in good, clean order, repair and condition.

### **4 Right to store water**

The following provision shall apply to the right to store water:

- A The right to store water easement shall include the right for the Grantee and other authorised persons (in common with the Grantor and all others having a like right) to store water at any time without impediment (except during periods of necessary renewal or repairs) and to construct on the right to store water area any necessary tanks and/or storage reservoir for such purpose.

- B The Grantor and the Grantee shall be responsible for the repair and maintenance of the water tank/s and/or storage reservoir so as to keep same in good order repair and condition and to prevent same becoming a dangerous nuisance and to replace the water tanks when necessary.
- C The Grantor and the Grantee shall each pay a specified proportion of maintenance and any replacement when necessary.

## 5 Right to Pump Water

The following provision shall apply to the right to pump water:

- A The right to pump water easement shall include the right for the Grantee and other persons (in common with the Grantor and all others having the like right) to pump water at any time without interruption or impediment (except during any periods of necessary renewal or repair) and to install on the site any necessary pumps pipes cables that shall be required to so pump the water.
- B The Grantor and the Grantee shall be responsible for the repair and maintenance of the pump and supply so as to keep the same in good order repair and condition and to prevent the same becoming a danger or a nuisance.
- C The Grantor and the Grantee shall each pay their respective specified portions of the costs of maintenance and any replacement when necessary.

## 6 Energy supply easements

The following provisions shall apply to each energy supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of energy without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.

- (b) The Grantor shall be responsible for arranging the installation of the electricity supply.
- (c) The Grantor and Grantee shall be responsible for the repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

#### **7 Water supply easements**

The following provisions shall apply to each water supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the public street adjoining the servient land through pipes and conduits laid or to be laid under the surface of and through the soil of the water supply area to the dominant land.
- (b) The Grantor shall be responsible for arranging the installation of the water supply.
- (c) The Grantor and Grantee shall be responsible for the repair the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

#### **8 Storm Water drainage easements**

The following provisions shall apply to each storm water drainage easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey water (whether rain, tempest, spring, soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the water drainage area to the public street adjoining the servient land.
- (b) The Grantee shall be responsible for arranging the installation of the storm water drainage.

- (c) The Grantee and Grantor shall be responsible for arranging the repair and maintenance of the storm water drainage so as to keep the same in good order, repair and condition and to prevent the same becoming a nuisance.

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

Dated this 7th day of March 2002

Signed by the above-named  
*[Signature]* Director.  
*[Signature]* DIRECTOR

in the presence of

Witness .....

Occupation .....

Address .....

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

Approved by Registrar-General  
of Land under No. 1998/6031

# EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
CHECKETTS MCKAY SOLICITORS P.O. Box 263 WANAKA

Auckland District Law Society  
REF: 4050

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(except for "Law Firm Acting")

**Easement Certificate 5171803.10**