

EASEMENT CERTIFICATE

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

8. I/we **MITCHEL GERARD NICHOLAAS van der KROGT**

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 19 **99** under No. **78880**
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.**

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		
1. Right of Way	)			
2. Right to	) 1	A	2,3	
Convey	)			
Electric	) 2	B	1,3	45B/ 485-487
Power	) 2	D	3	
	) 3	C	1,2	
3. Right to	) 3	E	2	
Convey	)			
Telephonic	)			
Communications	)			
4. Right to	)			
Convey Water	) 1	F	2,3	
	) 2	G	1,3,	45B/ 485-487
5. Right to	)			
Drain Water	) 2	H	3	
	) 2	J	1	
6. Right to	)			
Drain	)			
Sewage	) 3	I	2	

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:

- (a) As regards the easements appearing in the Schedule hereinbefore contained and numbered 1 with respect to the Easements identified by the letters A,B,D,C, & E and the easements appearing in the Schedule hereinbefore contained numbered 4,5, & 6 with respect to the easements identified with the letters F,G,H,J & I the rights and powers shall be as set forth in the Seventh Schedule of the Land Transfer Act 1952.
- (b) As regards the easements appearing in the said Schedule and numbered 2 and 3 with respect to the Easements identified by the letters A,B,D,C, & E the following rights and powers shall apply:-

The owner or owners, occupier or occupiers for the time being of the relevant dominant tenements shall have the full and free right and liberty at all times to convey and conduct electricity and transmit and receive telephonic communications through over, under or along that part of the relevant servient tenement indicated in the Schedule hereinbefore appearing and for such purposes to erect install lay construct maintain and renew poles wires cables and conduit pipes and other equipment necessary or desirable together with the right for those purposes to enter upon the part aforesaid of the relevant servient tenement with any servants agents workmen vehicles equipment and materials necessary for the purpose, subject to the condition that as little damage as possible is done to the surface of the soil and that the same is immediately after each entry restored as nearly as possible to its condition immediately prior to any such entry and that any other damage occasioned by such operations is forthwith repaired and that as little inconvenience as possible is caused to the proprietors of the servient and other dominant tenements.

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

- (a) The cost of maintaining a driveway for the purposes of the Rights of Way numbered 1 in the Schedule of Easements hereinbefore appearing relating to the Easement identified by the letters A,B,D,C, & E and the cost of maintaining fences or planting and maintaining hedges alongside such driveway shall be borne equally between the respective registered proprietors for the time being of the dominant and servient tenements and the cost of laying placing maintaining and renewing the line of pipes used or to be used by them in common in connection with the rights in the Easements numbered 4, 5 and 6 in the said Schedule relating to the Easements identified by the letters F,G,H,J, & I and the cost of erecting installing laying constructing maintaining and renewing all poles wires cables and conduit pipes used or to be used by them in common in connection with the rights in the Easements numbered 2 and 3 in the said Schedule relating to the Easements identified with the letters A,B,D,C, & E shall be borne equally between such of the respective registered proprietors for the time being of the dominant and servient tenement as shall use or are likely to use the same PROVIDED HOWEVER that any of such registered proprietors whose negligence has occasioned the need for any such maintenance repair or renewal shall bear the whole cost thereof and shall indemnify the other or others of them against all costs damages charges and expenses arising from or attributable to such negligence.
- (b) In the event of the proprietors affected by the said Easements failing to agree as to liability for the cost of any work or the apportionment of the cost between them or as

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

to the necessity for any work or as to the nature of any work carried out or proposed to be carried out or as to any other matter or thing whatsoever affecting these presents such dispute shall be referred to the arbitration of a single arbitrator if the parties so in dispute can agree upon one and in the event of the parties failing to agree upon a single arbitrator then to the arbitration of a number of arbitrators, one to be appointed by each party to the dispute and an umpire to be appointed by the arbitrators before entering upon the arbitration and every such reference shall be a reference to arbitration under the provisions of the Arbitration Act 1908 and its amendments or any enactment in substitution thereof.

- (c) As regards the use of the right of way hereinbefore mentioned the following restrictions shall apply:-
- (i) No motor vehicle shall be parked and no object or thing shall be placed or deposited upon the driveway in such a position as to obstruct or unreasonably interfere with the use of the said driveway.
 - (ii) No motor vehicle shall be operated or driven on the said driveway in a manner which might reasonably be expected to cause a nuisance or annoyance or danger to any other owner or occupier or at a speed in excess of 10 kilometres per hour.
 - (iii) The driveway shall be used only for private residential purposes and other purposes reasonably related thereto.
- (d) Any right of action which shall at any time hereafter accrue to any registered proprietor or proprietors affected by the said Easements by reason of any breach or nonobservance of any of the covenants agreements terms conditions or restrictions expressed or implied herein and on the part of any other registered proprietor or proprietors to be observed or performed shall be enforced only against the person committing such breach or nonobservance or against such other registered proprietor or proprietors at the time of such breach or nonobservance.

Dated this 21st day of May 19 99

Signed by the above-named

MITCHEL GERARD NICHOLAAS
van der KROGT

in the presence of

Witness

Occupation

P. L. GREGG

Address

SOLICITOR
ASHBURTON

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor

EASEMENT CERTIFICATE

Land Transfer Act 1952

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

Particulars entered in the Register at the date
and at the time recorded below.

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for Registrar-General of



Law Firm Acting
ARGYLE, WELSH & CO. SOLICITORS, ASHBURTON

Auckland District Law Society
REF: 4050

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
FOR REGISTRAR - GENERAL OF LAND

9.10 01.JUN99 A 408013.3

REGISTER
(Note 664)

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