



(such part (s) of the above described land (s) being hereinafter referred to as "the easement line") and for such purposes and for other purposes of these presents full and free right liberty and license from time to time and at all times hereafter to lay make construct erect maintain alter and repair a covered/open drain or culvert ~~or sewer~~ of such size and specifications as the Board may from time to time think fit and with or without manholes valves and surface boxes as the Board shall from time to time think fit through over along or under the easement line and with surveyors workmen contractors and other persons horses carts wagons motor vehicles implements tools and things to enter upon the easement line and the land contiguous thereto belonging to the transferor (s) and for that purpose to have access to and from the street across the remainder of the above described land (s) and to bring on to the easement line and remove therefrom such material machinery or other things as the Board shall from time to time think fit and to sink and to make trenches and shafts thereon and to remove and carry away as hereinafter mentioned any of the clay and gravel shingle stones and earth which in the opinion of the Board it shall be necessary to take out of the easement line and to inspect maintain cleanse repair extend remove and enlarge or replace any such drain or culvert or sewer and generally to do and perform such acts and things in or upon the above described lands as may be necessary or proper for or in relation to any of the purposes aforesaid.

AND for the consideration aforesaid the transferor (s) ~~DO~~ (DOTH) HEREBY (~~SEVERALLY~~) COVENANT with the Board as follows:-

1. THAT the transferor (s) will not build upon or plant or allow trees or any roots thereof to grow upon the easement line.
2. THAT the transferor (s) will not do or permit or suffer to be done any thing which may in any way injure or damage the said drain or culvert ~~or sewer~~ or any drain or culvert ~~or sewer~~ which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage of ~~sewage or waste~~ or surface or storm water through the same respectively.
3. THAT if the transferor (s) ~~do~~ (does) or knowingly suffer (s) to be done anything which shall injure or damage the said drain or culvert ~~or sewer~~ or any drain or culvert ~~or sewer~~ which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage of ~~sewage or waste~~ or surface or storm water through the same the transferor (s) shall and will forthwith at his (their) cost and expense properly and substantially repair and make good all such injury or damage and restore the free flow and passage of ~~sewage or waste~~ or surface or storm water and do all things necessary and expedient for the purposes aforesaid or any of them.
4. THAT the transferor (s) will not do or permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board may be interfered with or affected.
5. THAT the transferor (s) and all and every person or persons lawfully and equitably claiming through or under him, them or any of them will at all times at the request and cost of the person or persons body or bodies requiring the same execute and do every assurance and thing for further or more perfectly assuring granting and confirming all or any of the rights liberties and easements hereinbefore expressed to be hereby transferred and granted unto and to the use of the Board as by it shall be reasonably required.

AND the Board DOTH HEREBY COVENANT with the transferor (s) as follows:-

1. THAT it will at all times hereafter repair and cleanse the said drain or culvert ~~or sewer~~ and every drain or culvert ~~or sewer~~ which may hereafter be laid made constructed or erected as aforesaid in such manner that the same shall not be a nuisance or annoyance to the transferor (s) or to the registered proprietor or proprietors occupier or occupiers of the above described land (s).
2. THAT it will remove and carry away all clay gravel shingle stones and earth which shall be excavated or taken out and not used or otherwise disposed of in laying making constructing erecting inspecting maintaining cleansing repairing extending altering removing enlarging or replacing any drain or culvert ~~or sewer~~ as aforesaid or in the making or sinking of any trenches or shafts and shall without delay restore the surface of the easement line as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Board.
3. That it will repair and make good any damage which may be done to any fence or fences or to any part of the above described lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained Provided however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line.

AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:-

1. NOTHING herein contained or implied shall be deemed to compel the Board to conduct ~~sewage or waste~~ or surface or storm water through the said drain or culvert ~~or sewer~~ or the easement line and the Board may commence discontinue or resume such drainage at will.
2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the transferor (s) to be observed or performed shall be enforced by the Board only against the registered proprietor or proprietors for the time being of those parts of the easement line in respect of which such breach or non-observance shall occur or against the registered proprietor or registered proprietors thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the easement line or any part thereof shall cease (except as to the acts and defaults occurring in respect of the easement line or that part thereof of which he is registered as proprietor and while he is so registered) upon his ceasing to be registered as proprietor of the easement line or that part thereof in respect of which such breach or non-observance shall occur.

IN WITNESS whereof these presents have been executed by the parties hereto the <sup>23<sup>rd</sup></sup> day of may one thousand nine hundred and fifty-eight

Signed by the said  
in the presence of:-

Witness

Name .....

Occupation .....

Address .....

THE Corporate Seal of CHRIST'S COLLEGE  
CANTERBURY was hereto affixed pursuant  
to a resolution of the Board adopted  
at a duly constituted meeting in the  
presence of:-

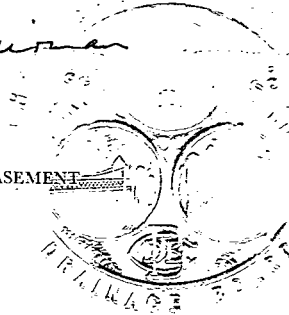
*Stewart*  
*Stewart*



THE COMMON SEAL of the CHRISTCHURCH DRAIN-  
AGE BOARD was hereto affixed pursuant to resolution of  
the Board in the presence of:-

*James*  
*James*

CONSENTS TO THE GRANT OF THE FOREGOING EASEMENT



No. 480518

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Correct for the purposes of the Land Transfer Act.

# TRANSFER

(Grant of Easement)

Situated in City of Christchurch

Solicitor for the Transferee.

CHRIST'S COLLEGE CANTERBURY Transferor

CHRISTCHURCH DRAINAGE BOARD Transferee

Particulars entered in the Register-Book

Vol. - 741 Folio 39

the 28 May 1958  
at 12-3 p o'clock

*[Signature]*  
District Registrar  
Assistant  
of the District of Canterbury

<b>LAND &amp; DEEDS</b>	
Nature:	T. Easement
Firm:	E. C. Champion
28 MAY 1958	
Time:	12.30 pm
Fee: £	1/2-
Abstract No.	3040

E. C. CHAMPION  
Solicitor,  
CHRISTCHURCH

