

# EASEMENT CERTIFICATE

CANTERBURY

Land Registry Office

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

I, Alan Campbell Lambie of Lakeside, Farmer

being the registered proprietor of the land described in Schedule 'A' 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 10th day of October 19 77 under No. 40357 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

## SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
4B/793	Right of Way	Lot 2)	A	Lot 1
		Lot 3)	B	Lot 1
4B/793	Right to Drain Water	Lot 2	A	Lot 1

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 20 day of December 19 77

Signed by the above-named ALAN CAMPBELL LAMBIE  
in the presence of

*A. C. Lambie*

Witness: *[Signature]*

Occupation: *[Signature]*

Address: *[Signature]*

Correct for the purposes of the Land Transfer Act

*[Signature]*  
Solicitor for the Registered Proprietor

## **SCHEDULE 'B'**

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: In addition to those set out in the Seventh Schedule to the Land Transfer Act, 1952 in respect of the Right to Drain Water the grantee and his tenants shall have the right and power to drain and discharge water from eel tanks erected on the Dominant Tenement. The drain may be an open drain

## **SCHEDULE 'C'**

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

(a) The formation and maintenance of the right of way shall be the sole responsibility of the grantee at his cost

(b) The existing open drain along that part of the servient tenement marked B shall not be interfered with or blocked by the grantee or his tenants

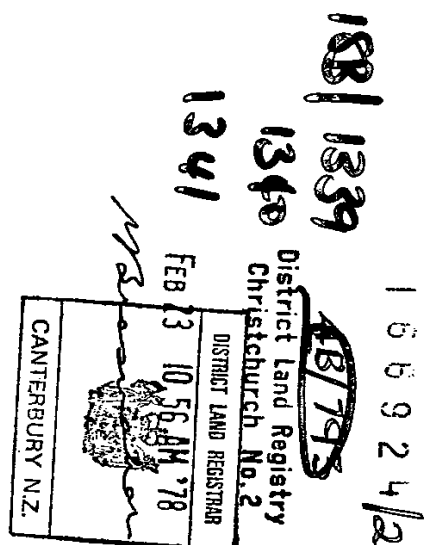
(c) The grantee will erect and keep maintained at his cost suitable gates at the north and south boundaries of the right of way to the intent that stock in Lots 2 and 3 do not have an exit at these points. The grantee shall keep these gates closed at all times while stock are kept in Lots 2 and 3 except when required to be opened during the time of passing through those points.

*ds*  
(d) The grantor, his tenants and any other person lawfully entitled so to do shall be entitled to erect at his expense a gate at a point where the right of way meets the drain reserve for the purpose of preventing stock from passing at that point to and from Lots 2 and 3 and the grantee and his tenants will close such gate if opened by him or them immediately after passing through the same.

# EASEMENT CERTIFICATE

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

District Land Registrar  
Assistant of the District of Canterbury



HILL, LEE & SCOTT  
SOLICITORS  
CHRISTCHURCH, N.Z.

