

## FIRST SCHEDULE

## CANTERBURY LAND DISTRICT

ALL that piece of land containing 116 square metres, situated in Block IX, Christchurch Survey District, being part Reserve 79; as shown marked 'C' on S.O. Plan 16383, lodged in the office of the Chief Surveyor at Christchurch.

## SECOND SCHEDULE

## SEWAGE AND WASTE DRAINAGE EASEMENT

1. The Christchurch Drainage Board, a body corporate constituted by an Act of the General Assembly of New Zealand intitled the Christchurch District Drainage Act 1951 and having its office at Christchurch (with its successors and assigns referred to as and included in the term "the Board") shall have the unrestricted right liberty and licence from time to time and at all times hereafter to take carry convey lead and drain sewage and other waste material and fluid including trade wastes, other than condensing or cooling water in any quantities and any other liquid or matter usually conveyed and carried in sewers through over along (subject to clause 2 hereof) or under the servient land (referred to as "the easement line") and for such purposes and for other purposes of this easement full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to lay, make, construct, erect, maintain, alter and repair sewers of such sizes and specifications as the Board may from time to time think fit and with or without manholes, valves and surface boxes and other appurtenant structures 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, machinery, material, implements, tools and things to enter upon the easement line and the land contiguous thereto belonging to the Grantor and for those purposes to have access to and from the street across the remainder of the above described lands and to bring on to the easement line and remove therefrom such material, machinery other things as the Board shall from time to time think fit and to sink and to make trenches and shafts on the easement line 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 sewers, manholes, valves, surface boxes and other appurtenant structures 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.

2. The Board's rights in respect of that part of the easement line first described in the Second Schedule hereto shall be restricted and limited as follows:

- (a) The right is restricted to that of laying and using underground pipes laid at a depth and with sufficient protection to allow the passage of heavy vehicles and the cultivation of the land, above and over the pipes:
- (b) The owner or occupier of all that piece of land containing 121.4046 hectares, being part Reserve 79, situated in Block X, Christchurch Survey District comprised in certificate of title 392/140 (limited as to parcels and title) shall not be called upon to pay or contribute towards the cost of laying, making, constructing, erecting, maintaining, altering and repairing any public sewers along the easement line.
- (c) The Board shall exercise all due care in utilising the easement in order that the disruption of the owner or occupier (with their successors and assigns) of the land described in paragraph (b) of this clause is kept to a minimum.

3. The owners and occupiers of the easement line (with their successors and assigns and all and every person lawfully and equitably claiming through or under them referred to as "the Grantor") with their obligations being several and relating only to that portion of the easement line owned or occupied by them:

- (a) Will not build under over or upon the easement line or plant trees upon the easement line.
- (b) Will not do any thing which may in any way injure or damage any sewer or manhole valve or surface box or other appurtenant structures as aforesaid now in or on the easement line or any sewer or manhole valve or surface box or other appurtenant structure as aforesaid which may hereafter be laid, made, constructed or erected as aforesaid or interfere with the free flow and passage through such sewer of any matter hereby authorised to be carried in the same.

## 4. The Board:

- (a) Will at all times hereafter repair and cleanse any sewer to which this instrument relates and which is now in the easement line and every sewer which may hereafter be laid, made, constructed or erected by the Board as aforesaid in such manner that the same shall not be a nuisance or annoyance to the Grantor or to the registered land comprising the easement line.
- (b) 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 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.
- (c) 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.

5. 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 that part of the Grantor to be observed or performed shall be enforced by the Board only 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 of non-observance shall occur.

6. The rights and powers implied by section 90D of the Land Transfer Act 1952 are hereby negated.

Dated at Wellington this 8th day of January 1986.

A. R. MUNRO,  
for Minister of Works and Development.

P.W. 50/2021/1; Ch. D.O. 40/14/104)

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*Freehold Land Acquired as State Forest Land—Wellington Conservancy*

NOTICE is hereby given that the land described in the Schedule hereto has been acquired under the Forests Act 1949 as State forest land.

## SCHEDULE

## WELLINGTON LAND DISTRICT—LEVIN BOROUGH

84.4174 hectares, more or less, being Horowhenua 3E5A Block, Block VII, Waiopahu Survey District. All certificate of title, Volume 185, folio 296.

168.6856 hectares, more or less, being Horowhenua 3E5B Block, Block VII, Waiopahu Survey District. All certificate of title, Volume 185, folio 295.

Dated at Wellington this 7th day of January 1986.

T. KNOWLES, for Director-General of Forests.

(F.S. 9/3/523, 6/3/31; plan S25/6, 7)

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*Notifying the Exchange of State Forest Land for Other Land—Westland Conservancy*

PURSUANT to section 22 of the Forests Act 1949 (as substituted by section 7 of the Forests Amendment Act 1976), the Minister of Forests has exchanged the State forest land described in the First Schedule hereto for other land, described in the Second Schedule hereto.

## FIRST SCHEDULE

## WESTLAND LAND DISTRICT—GREY COUNTY

21.9900 hectares, more or less, being Rural Sections 6190 and 6335, situated in Block XII, Waiwhero Survey District. All certificate of title, Volume 5B, folio 880.