

Area m <sup>2</sup>	Being
400	Part Lot 8, D.P. 5068; marked "M" on S.O. Plan 16558.
346	Part Lot 9, D.P. 5068; marked "N" on S.O. Plan 16558.
305	Part Lot 10, D.P. 5068; marked "O" on S.O. Plan 16558.
99	Part Lot 4, D.P. 20984; marked "P" on S.O. Plan 16558.
81	Part Lot 11, D.P. 5068; marked "Q" on S.O. Plan 16558.
34	Part Lot 19, D.P. 17231; marked "R" on S.O. Plan 16557.
41	Part Lot 20, D.P. 17231; marked "S" on S.O. Plan 16557.
41	Part Lot 21, D.P. 17231; marked "T" on S.O. Plan 16557.
41	Part Lot 22, D.P. 17231; marked "U" on S.O. Plan 16557.
41	Part Lot 23, D.P. 17231; marked "V" on S.O. Plan 16557.
40	Part Lot 24, D.P. 17231; marked "W" on S.O. Plan 16557.
9	Part Lot 25, D.P. 17231; marked "X" on S.O. Plan 16557.
683	Part Rural Section 119208; marked "Y" on S.O. Plan 16557.

As shown on the above mentioned plans, lodged in the office of the Chief Surveyor at Christchurch and thereon marked as above-mentioned.

Second Schedule

Description of Easement

The full right of the Christchurch Drainage Board, a body corporate constituted by an Act of the General Assembly of New Zealand intituled the Christchurch District Drainage Board Act 1951 and having its office at Christchurch (with its successors and assigns referred to as and included in the term "the Board") to 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 or under the land described in the First Schedule (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 or 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 provided that:

1. 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.
2. The owners or occupiers of all those pieces of land described in the First Schedule shall not be called upon to pay or contribute towards the cost of laying making constructing erecting maintaining altering and repairing any sewers along the easement line except under paragraph (c) of clause 4.
3. 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 the First Schedule is kept to a minimum.
4. 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 or permit or allow trees or any roots thereof to grow upon the easement line.
  - (b) will not do or permit or suffer to be done 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 and any matter hereby authorised to be carried in the same.
  - (c) will if the Grantor does or knowingly suffers to be done anything which shall injure or damage any sewer or manhole valve or surface box or appurtenant structure as aforesaid now in or on the easement line or any sewer or manhole valve or surface box or appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage through such sewer of any matter hereby authorised to be carried in the same the Grantor forthwith at the cost and expense of the Grantor properly and substantially repair and make good all such injury or damage and restore such free flow and passage aforesaid and to all things necessary and expedient for the purposes aforesaid or any of them.
  - (d) will not do permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board or whereby any thing laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected and if the level of the surface of the easement line shall be so altered or affected by the Grantor as to make any manhole valve or surface box or other appurtenant structures aforesaid unusable the Grantor will forthwith at the option of the Board repair or amend the same or pay to the Board the cost of so doing.
  - (e) 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 acquired and granted unto and to the use of the Board as by it shall be reasonably required.
5. The Board:
  - (a) will at all times hereafter repair and cleanse any sewer to which this instrument relates and is now in the easement line and every sewer which may hereafter be laid made