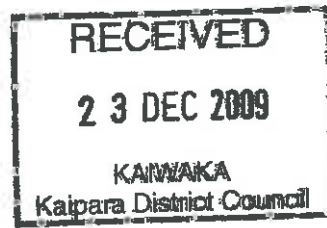


21 December 2009

Mark Vincent  
Development Manager  
Kaipara District Council  
Private Bag 1001  
Dargaville



Dear Mark

**RE: RM090103 Notice of extension of application processing timeframe and request for further information**

This letter is in reply to your letter of 30 October 2009 which variously covered matters under three applications: RM090103, RM090116 and RM090117. I wish to respond to each application separately.

**Notice of extension of application processing timeframe**

Given the significant period of time that has passed during the preparation of the s.92 information, please advise if the requested extensions are still required and if so on what dates they would expire. At present 18 January 2010 is the time for the responses to the s.92 requests. The response is completed herewith and is available to KDC prior to Christmas 2009.

**Request for further information**

1. **Conservation covenants.**

Please find enclosed a scheme plan (DWG S100A) showing the areas of bush proposed to be covenanted.

2. **Design and construction of driveways to dwellings**

While it is acknowledged that this application is processed under the operative plan which makes no reference to the Kaipara District Council Engineering Standards 2009, regard has been had to these standards in the preparation of this information as you requested.

(a) **Rights of way A, B, C, and AH**

(i) **A design speed of 30kph**

Comment- The design has been reviewed and now complies with the recommended 30kph speed value. This is detailed on the drawings provided. The access is sealed, has minimum 20m radii on bends, and with a minimum k value of 1.5. Where minimum radii are not achieved a reduced speed and single lane access restriction shall apply. We have recommended these restrictions at detailed locations to minimise earthworks and reduce vegetation clearing. The restrictions achieve up to a 11m truck access only.

(ii) **Carriageway widening shall be provided on horizontal curves in accordance with Council's Engineering Standards 2009 clause 5.2.5.**

Comment- Carriageway widening has been provided on all bends as specified and now complies.

(iii) **The longitudinal gradient shall not exceed 12.5%**

Comment- The maximum grade of 12.5% is complied with along the access from 0 to 400m with the exception of two short sections of approximately 20m which is considered acceptable. The alignment seeks to minimise earthworks and associated vegetation clearing without compromising safety.

(b) **Written approval of existing users of rights of way**

We attach Easement Certificate D549922.4 and Certificate C414433.4 creating right of way easements over areas A, B, C and AH on the plan of subdivision.

Clause 3 of Easement Certificate D549922.4 states that the rights and powers implied in the 9th Schedule to the Property Law Act 1952 shall apply to each right of way easement. We attach a copy of the 9th Schedule (which has since been repealed) which you will note contains a right to establish a driveway. No written approval of the owner of the servient tenement is required.

Because the rights implied by the 9th Schedule of the Property Law Act 1952 were not excluded in Easement Certificate C.414433.4, then those rights and powers are also implied into the rights of way created by that Easement Certificate, without any further consent being necessary from the owner of the servient tenement. Accordingly it is considered that written approval of the servient tenement holders is not required to implement the consent when it is granted.

(c) **Jointly owned access lots 1000 to 1005**

(i) **A design speed of 30 km/h**

Comment- The proposed maximum grades are considered to be acceptable within this location. It is considered that there is adequate design width, widening on bends and passing bays provided where required. The proposed alignment is considered a best fit with the natural terrain and is not seen to compromise vehicle safety. A speed restriction zone is recommended for Lot 1003 from chainage 1320m to 2100m.

(ii) **Carriageway widening shall be provided on horizontal curves in accordance with Council's Engineering Standards 2009 clause 5.2.5.**

Comment- The recommendation is complied with for lots 1000, 1001 for access and complies with the 11m truck tracking curves. Restricted access to lots 1002, 1003, and 1004 is considered appropriate given the terrain up to a maximum of an 8m truck tracking curves. Lot 1005 is compliant for car parking purposes. The proposal is considered appropriate for each section of the access. Safety and access are not compromised or restrictive respectively. The proposal as designed achieves the intended environmental standards of the district plan without excessive earthworks or bush clearance. Any more demanding engineering standards imposed on the project would adversely affect the balance between ecological protection and development which is currently achieved.

- (iii) **The longitudinal gradient shall not exceed 20%.**

Comment- Relevant sections were reconsidered to align with the maximum gradients requested. These were seen to require significant earthworks without practically being feasible, e.g. section 1360 to 1540 has an existing average slope of 28%. To re-grade this and achieve a 20% slope would require an average net cut of approximately 7m with associated embankment earthworks and retaining. This cut would be in areas where the existing formed width matches with the required access width. Significant clearing of vegetation would be required, and in some cases within covenant areas for bush protection. Filling on the side slopes was considered impractical as existing side slopes in sections match or exceed the access grade. A practical approach has therefore been taken in the provision of an adequate width for the formation proposed, high traction surfaces, widening on bends and passing bays as detailed together with guard rail or vehicle restraint installations where required.

- (iv) **Any section with a gradient steeper than 16.7% shall be widened to 5.5m minimum carriageway width.**

Comment- This recommendation is achieved for lot 1000, 1001 and 1002. Lot 1005 is for parking purposes. Lot 1003 from chainage 1060 to chainage 1660

is 4.5m which exceeds the recommended width (3.5m) in Appendix 9J and also has extra widening on the corners to 5.5m in accordance with the relevant Engineering Standards. A width of formation at 4.5m readily provides for two way passing and should be acceptable in a private accessway.

- (v) **Any section with a gradient steeper than 12.5% shall be sealed**

Comment- Complies

- (vi) **Steep drop-offs on one side shall be protected by a guardrail or similar vehicle restraint.**

Comment- This recommendation has been reviewed and the proposed access revised. Please refer to DRG C160 for proposed locations for guardrail or vehicle restraint areas.

- (vii) **Passing bays shall be provided at a maximum spacing of 100m and wherever sight distance along the right of way is less than 50m (sealed surface) or 60m (unsealed surface).**

Comment- This recommendation has been reviewed and the proposed access is considered to comply with this requirement for single lane areas. The proposed passing bay areas are detailed on DRG C160.

- (d) **Driveways**

The alignments shown on plan C137A & C138A have been addressed with carriageway details and are shown on plan C137B and C138B. The land use consent application is amended to cover Rule 9.5.6. This amendment to the application was effectively foreshadowed by the application as lodged which is discretionary.

In terms of the Rule 9.5.6 assessment criteria:

- (i) There is no change to the safety of vehicles.

- (ii) There are no pedestrians involved other than the owners of the lots and no adjacent roads are involved.
- (iii) The same applies to the consideration of safety and efficiency of traffic. There is no effect on or involvement of any adjacent road.

Accordingly the infringements identified can be accepted and granted consent within the overall discretionary consent sought for the subdivision. Replacement pages (page 9) for the AEE are also attached.

#### 4. Iwi consultation

Consultation with Environs Holdings Limited the iwi representative has been undertaken and is ongoing. A copy of the record of consultation is attached.

Some further site specific analysis to provide better visual mitigation has been undertaken by Simon Cocker, Littoralis Landscape Architecture. This refinement results in minor consequential changes to the report as submitted.

Please find attached six sets of the new or amended engineering and survey plans and landscape report. The attached amended pages of the AEE should be inserted at the appropriate place in the document.

We look forward to hearing of the progress on the processing of this proposal.

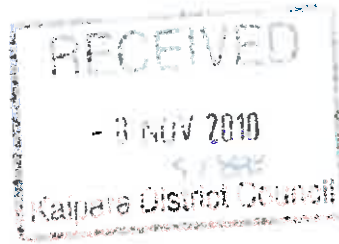
Yours sincerely



**Brian William Putt**

4 November 2010

Mark Vincent  
Regulatory Manager  
Kaipara District Council  
Private Bag 1001  
DARGAVILLE



Dear Mark

**Processing of Resource Consent Applications RM090103, RM090116 and RM090117**

The applications were lodged in October 2009. Twelve months later the applicant is still being subjected to inappropriate requests for further information and requests for further consents. Many of the points have been repeated in the correspondence several times.

In an attempt to achieve resolution we requested a meeting with you and your consultants. This was considered to be the most time-efficient means of achieving a resolution since correspondence has not been successful thus far despite considerable effort being made on the part of the applicant to respond to requests.

Your response was that you were prepared to meet but that we must pay for the attendance of the consultants who have been processing the applications and writing the letters.

We have already paid the consultants a full-service lump sum fee up-front of \$10,000 for RM090103 and \$5000 for RM090117. You claim that this fee does not include meetings. You have failed to substantiate your claim other than to effectively state that you are free to make the rules up as you please. "You are the one asking for the meeting. I am telling you what the terms of holding the meeting are" – you stated. I have never experienced such a response from any local authority under the RMA.

1. The council website states-

*Note: All application fees as set out in Sections 1 to 9 below are fixed charges, and are the full charge for processing the application to that point subject to the provisions in Sections 3 to 6. For the remaining transactions, the fee is in accordance with the formula as shown. In such cases where the actual cost exceeds the amount of the initial charge, then additional charges as provided in section 36(3) of the Resource Management Act will be made. Such additional charges will be based on an average staff charge out rate (salary plus corporate overheads) in addition to consultant's fees.*

2. The MfE website Quality Planning provides further confirmation-

***Fixed charges***

*These are charges that cover the total cost of an application or compliance monitoring activity and which are levied at the start of the process. Fixed charges are not supplemented by additional actual and reasonable charges once the consent or compliance monitoring process is complete. Fixed charges are deemed to be 'actual' charges which are not subject to the rights of objection and appeal (s357B to s358) - Wellington RC v Aifric Developments Limited, AP355/94.*

3. The requested meeting would be the first direct contact in the application process so far.
4. If your consultants choose to work from an office outside of the district and levy fixed charges then it is reasonable that they should travel to the offices of the council periodically to meet with applicants to aid the processing of the applications they are responsible for. This could be done on an alternating weekly basis between the two offices as required and by appointment.
5. The meeting was suggested because this was considered to be the most time and cost efficient method of achieving a resolution. Bear in mind that each time one of the Council's complicated letters is received considerable time and money must be spent deciphering it and responding. It makes no difference whether your consultants time is spent formulating and writing further complicated responses to correspondence or meeting in person. They have already been paid in-advance for a service they have contracted to provide.

The Council must protect the applicant from excessive demands from the Council's consultants because the Council is a party to the service contract, not the applicant. The applicant simply expects to receive the full service already paid for. You must be careful not to abuse the monopoly position the council holds for processing resource consents. The Council has set the fee and must abide by its decision to operate the one price full charge system.

Otherwise, the whole process will be contrary to the enabling intentions of the Act. The Council has a duty to process all applications in an impartial and enabling manner. Failure to do so is an abuse of your delegated authority.

I trust that you will give careful consideration to the content of the enclosed responses. If this does not resolve all of the points raised then I once again suggest that a meeting be arranged with whoever has the delegated authority to actually progress these applications towards a decision.

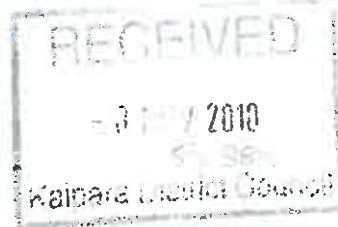
Yours sincerely



**Brian William Putt**  
**Metro Planning Ltd**  
[brian@metroplanning.co.nz](mailto:brian@metroplanning.co.nz)

4 November 2010

Mark Vincent  
Regulatory Manager  
Kaipara District Council  
Private Bag 1001  
DARGAVILLE



Dear Mark

**Application RM090103 Your letter of 22 September 2010**

We respond to the points in your letter as follows-

**Point 1) 1.**

You have misunderstood the scope of the proposal. This is a subdivision application. There is no intention to erect any dwellings as part of this application. We cannot provide plans for proposed houses as we do not know what future owners may want to build. However when they do want to build they will nonetheless be required to apply for land use consent under Rule 8.7.1. – and any effects such dwellings have will be assessed at that stage.

Rule 8.7.1 requires land use consents for-

- erection of buildings
- earthworks
- land drainage works
- indigenous vegetation clearance
- exotic vegetation planting

Council's suggestion that any as yet to be determined future consent that may be sought under this rule must be applied for up front with a subdivision application is in error. The subdivision application can be processed without land use proposals for dwellings because all effects relating to the subdivision can be assessed from the application documents.

We have demonstrated that there is a clear geotechnically stable site of at least 200m<sup>2</sup> available on each lot. That is all that is required to be demonstrated for a subdivision application.

The Council is able to impose building envelope constraints on any of the sites that require constraint beyond the provisions of the plan. In our opinion that is not necessary.

**Point 1) 2.**

Land drainage works is the draining of swamps and wetlands. A subsoil drain under the pavement of an accessway is clearly not land drainage works. Nevertheless drawing C133 Revision B is enclosed that does not detail a subsoil drain. This is a surprising and fundamental interpretation error on the part of your adviser. It demonstrates a serious lack of experience or expertise.

Point 1) 3.

Accepted.

Point 1) 4.

Accepted.

Point 1) 5.

The 14 car parks are additional car parks.

We agree that the parking spaces comply with Rule 9.6.2.

Rule 9.6.1 only applies to number of car parks per lot and the proposal also complies with this rule.

You have misinterpreted Rule 9.6.3. Rule 9.6.3 requires that "*Each parking space shall have adequate physical access to... the buildings... which it is intended to serve.*" It does not require vehicular access to a specified distance from relevant buildings. Your consultants' interpretation is that vehicles must be able to be driven effectively onto the building platform. This would mean that no house could have a separate garage or parking area, and no commercial or industrial premises could have external parking that did not effectively touch the associated buildings. This is clearly not the intent of the rule.

The distance a vehicle can park from a building is not specified in the district plan. There is no requirement in the district plan for a parking space to be within or physically adjoining a building. Physical (not vehicular) access between the parking area and the building that it serves is all that is required.

Again, this claim reflects inexperience or lack of expertise.

Point 2)

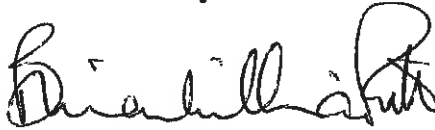
We are aware that part of the property falls within the N65 ecological feature. Your letter refers to the property falling within a designation area of scenic value. There is no reference to a designation for scenic value. Can you please clarify what is meant by this?

Your letter also claims that the designation N65... forms an Outstanding Landscape Unit of High (National) Significance. The district plan does not have a register of outstanding landscape features (or units). Can you please clarify what you are referring to?

Accordingly, there is no basis to your claims that additional consents are required in relation to this application. Please proceed with processing this application through to a notification decision.

If you wish to debate these matters further with the applicant it is suggested that the most time-efficient method of doing so is to meet in person at the council offices. If this eventuality arises please contact the writer to arrange a meeting at Kaiwaka.

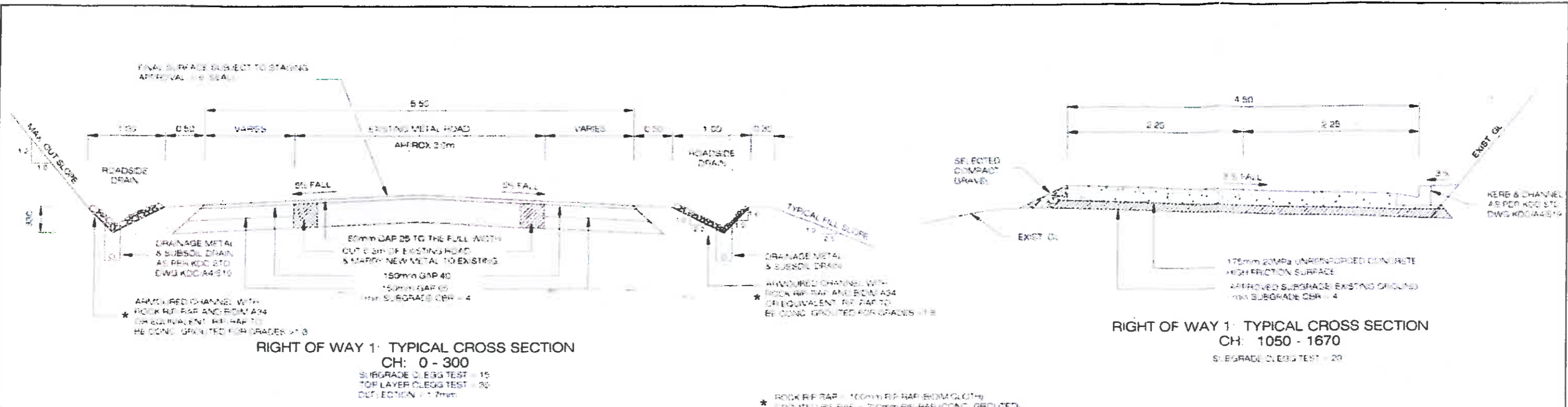
Yours sincerely

A handwritten signature in black ink, appearing to read "Brian Putt". The signature is written in a cursive style with a large, looped initial "B".

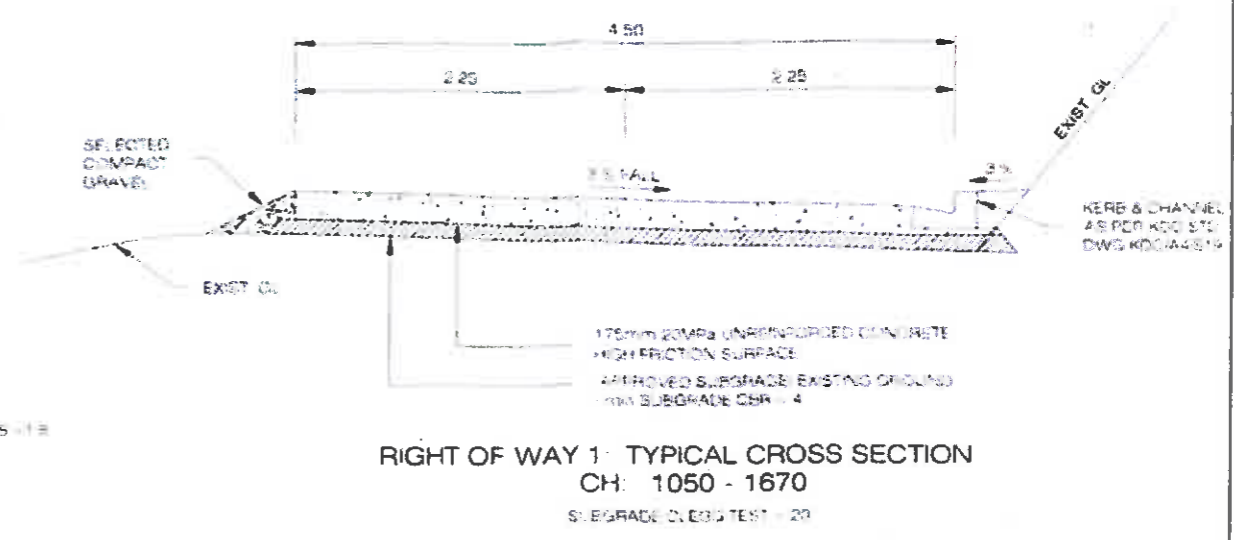
**Brian Putt**

**Metro Planning Ltd**

**brian@metroplanning.co.nz**

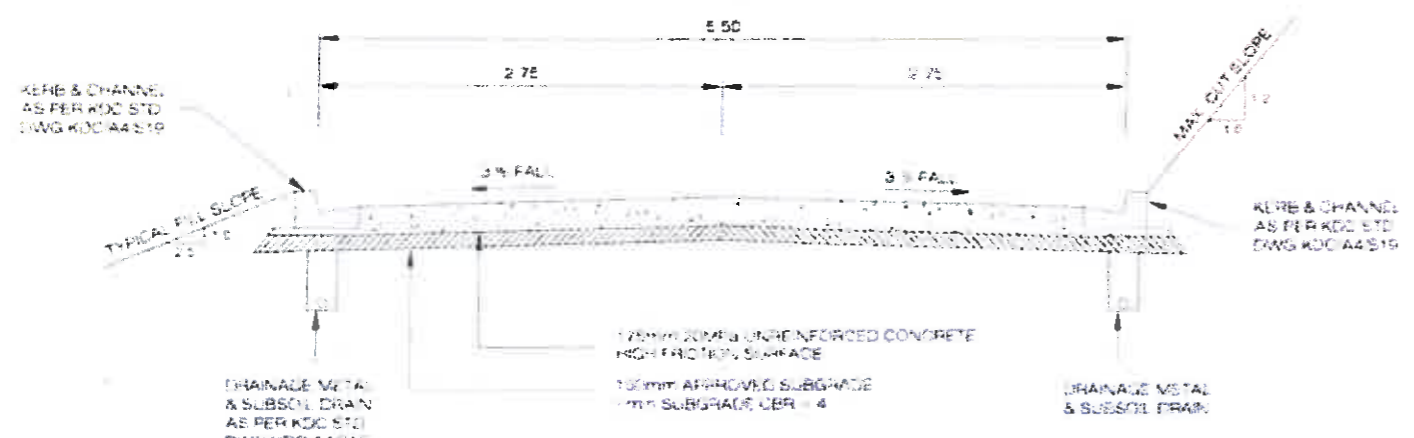


RIGHT OF WAY 1: TYPICAL CROSS SECTION  
CH: 0 - 300  
SUBGRADE CLEGG TEST = 15  
TOP LAYER CLEGG TEST = 20  
DEFLECTION = 1.7mm

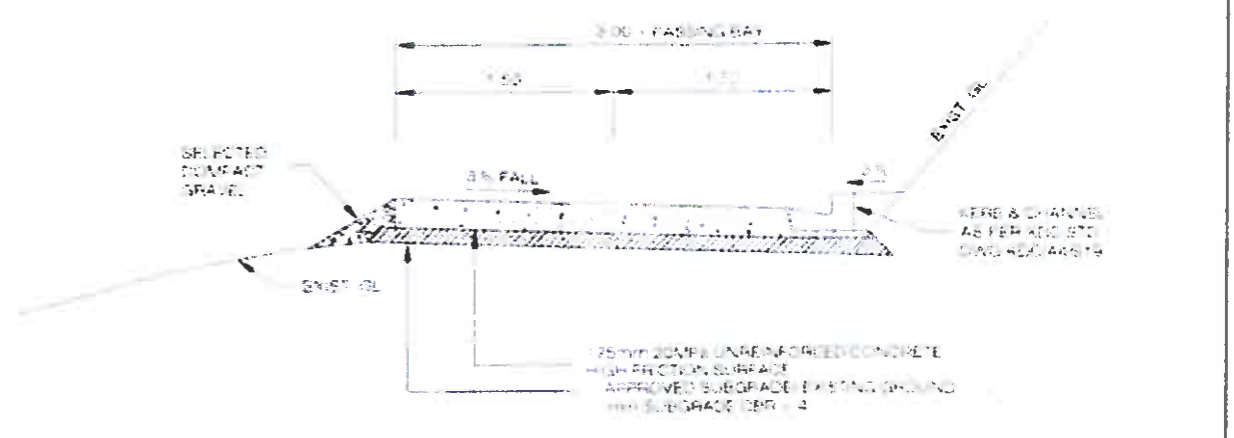


RIGHT OF WAY 1: TYPICAL CROSS SECTION  
CH: 1050 - 1670  
SUBGRADE CLEGG TEST = 20

\* ROCK RIP RAP = 100mm RIP RAP BDM GLOTH  
GROUTED RIP RAP = 200mm RIP RAP CONC. GROUTED



RIGHT OF WAY 1: TYPICAL CROSS SECTION  
CH: 300 - 1050  
SUBGRADE CLEGG TEST = 20



RIGHT OF WAY 1: TYPICAL CROSS SECTION  
CH: 1670 - 2100  
SUBGRADE CLEGG TEST = 20

RIGHT OF WAY DESIGN

PURPOSE	CHAINAGE	LANEWAY WIDTH (m)	MATERIAL	PASSING BAY
RIGHT OF WAY 1	0 - 300	5.5	METAL SEAL	NO
	300 - 1050	5.5	CONCRETE	NO
	1050 - 1670	4.5	CONCRETE	NO
	1670 - 2100	3.0	CONCRETE	YES
RIGHT OF WAY 2	0 - 400	3.5	METAL + 1.8	YES
	400 - END	4.0	CONC. + 1.8	YES

\* SHOULDER WIDENING TO 5.5M AROUND CORNERS WHERE POSSIBLE

REV	DATE	BY	CHKD	DATE	REASON
A	17/12/25	AK			SUBSOIL DRAIN AMENDED
B	14/10/19	ST			SUBSOIL DRAIN AMENDED



MANGAWHAI HEADS HOLDINGS LTD  
KAPAWITI ROAD SUBDIVISION  
KAPAWITI RD. MANGAWHAI

RIGHT OF WAY 1: TYPICAL CROSS SECTIONS

125	150
23219	
C133	B

13/10/2019 10:41 AM

D 579922.4. EC

### EASEMENT CERTIFICATE

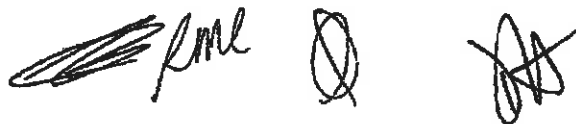
(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We ROBERT WILLIAM HASTIE and DEBORAH LYNNE HASTIE  
and RACHAEL MARIE ELLIOT and AARON LINDSAY ELLIS-SMITH

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  
on the \_\_\_\_\_ day of \_\_\_\_\_ 19 <sup>2016</sup> under No. <sup>608</sup> 210608  
are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE <sup>2016</sup>  
DEPOSITED PLAN NO. -210608

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		
Right of Way	Lot 1	"A" "B"	Balance Lot 1 DP 171740 (residue of 102A/773)	129B/628
	Lot 1	"A" "D"	Lot 2 DP 164887	99B/503 129B/628
Electricity Power Supply	Lot 1	"A" "D"	Lot 2 DP 164887	99B/503 129B/628
Right of Way	Balance Lot 1 DP 171740	"C"	Lot 1	129B/628
<u>Electricity</u> Power Supply	Lot 1 DP 164887	"E"	Lot 2 DP 164887	99B/503 99B/502



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:

~~DA~~ R. W. S.  
R. W. S.

## 1. INTERPRETATION

In this instrument unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of repair maintenance and serving of any article property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in the schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"electricity supply area" means that part of the land described in the schedule as being subject to an electricity supply easement (also referred to as "the said land").

"electricity supply easement" means the rights recorded by this certificate in relation to each electricity supply area.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents employees contractors tenants licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and where the context so admits means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents employees contractors tenants licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and where the context so admits means any of such persons.

"the plan" means Deposited Plan 210608 (North Auckland Registry).

"right of way area" means that part of the land described in the schedule as being subject to a right of way easement.

"right of way easement" means the rights recorded by this certificate in relation to each right of way.

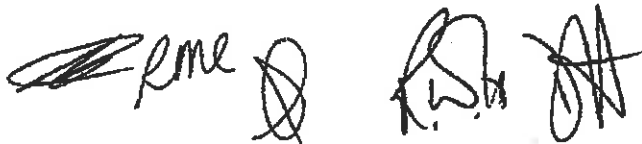
"servient land" in relation to any easement means the land described in the schedule which is subject to the relevant easement.



**GENERAL PROVISIONS RELATING TO EASEMENTS**

The following provisions are applicable to the easements recorded by this certificate:

- (a) Each grant shall be for all time.
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
  - (i) The other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiration of seven days from service of the default notice the other party may perform such obligation;
  - (ii) If at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
    - (A) perform such obligation; and
    - (B) for that purpose enter the relevant servient land or dominant land and carry out any work;
  - (iii) The defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;
  - (iv) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (d) The Grantor shall not do any act which impedes interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e) (i) The Grantee may for the purposes of complying with any obligation of the Grantee under this certificate in relation to any easement:
  - (A) enter the servient land with or without agents employees and contractors with all necessary tools implements machinery vehicles or equipment; and
  - (B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.
- (ii) In exercising any rights under this subclause the Grantee shall:



- (A) cause as little damage disturbance inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
- (B) forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) The cost of maintaining the easements created by this easement certificate will be borne by the registered proprietors of the dominant and servient lands in accordance with their usage. Where the need for maintenance is directly attributable to the actions of one or more of those registered proprietors the cost shall in that case be borne wholly by that proprietor or those proprietors responsible for the maintenance need.
- (g) Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of these Easements or the amount of costs payable shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment.
- (h) The registered proprietor of the servient land will not place any buildings erections or fences on the said land or any part thereof and will not at any time hereafter do or permit or suffer any act whereby the rights powers licences and liberties hereby created may be interfered with or affected **PROVIDED ALWAYS** that this provision shall not affect any boundary fences between the servient land and any adjoining lands or adjoining streets.

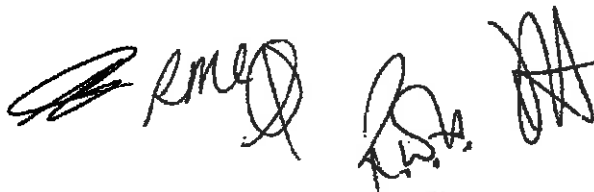
### 3. RIGHT OF WAY EASEMENT

Rights and powers as set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 shall apply to each right of way easement.

### 4. ELECTRICITY SUPPLY EASEMENT

The following provisions shall apply to each electricity supply easement:

- (a) The Grantee and other authorised persons (in common with the Grantor and other authorised persons) shall have the right to lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits or cables laid or to be laid under the surface of and through the soil of the electricity supply area to the dominant land.
- (b) The Grantee shall be responsible for arranging the installation of the electricity supply.



**C 414433.4 EC**

Approved by the District Land Registrar, South Auckland No. 351560  
 Approved by the District Land Registrar, North Auckland, No. 4380/81  
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

**EASEMENT CERTIFICATE**

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

**ROBERT WILLIAM HASTIE** of Mangawhai, Farmer

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 **Auckland** on the day of **19** under No. D.P. 147413 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		
Right of Way	A	Lot 1	Lots 2,3,4,5, & 6	87D/391 to 87D/396 (inclusive)
	B	Lot 2	Lots 1,3,4,5, & 6	87D/391 to 87D/396 (inclusive)
	C	Lot 2	Lots 1,3,4,5, & 6	87D/391 to 87D/396 (inclusive)
	D	Lot 3	Lots 1,2,4,5, & 6	87D/391 to 87D/396 (inclusive)
	E	Lot 3	Lots 4,5, & 6	87D/393 to 87D/396 (inclusive)
	F	Lot 4	Lots 1,2,3,5, & 6	87D/391 to 87D/396 (inclusive)
	G	Lot 4	Lots 3,5, & 6	87D/393 to 87D/396 (inclusive)
	H	Lot 4	Lots 3 & 5	87D/393 to 87D/395 (inclusive)
	I	Lot 5	Lots 1,2,3,4, & 6	87D/391 to 87D/396 (inclusive)
	J	Lot 5	Lots 3,4, & 6	87D/393 to 87D/396 (inclusive)
	K	Lot 5	Lots 3 & 4	87D/393 to 87D/395 (inclusive)

OVER

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.

Servient Tenement				
Rights and powers - Nature of Easement (e.g. Right of Way, etc.)	Lot No. (s) or other legal description	Colour or Other Means of Identification of Part of Subject to Easement	Dominant Tenement Lot No. (s) or other legal description	Title Reference
Right of Way	L	Lot 6 ✓	Lots 1, 2, 3, 4, 5, & 7 and Pt Allot 336 Waipu Parish ✓	87D/393 to 87D/397 (inclusive)
	M	Lot 6 ✓	Lots 3, 4, & 5 ✓	87D/393 to 87D/396 (inclusive)
	S	Lot 7 ✓	Pt Allot 336 Waipu Parish ✓	87D/397 & residue C.T. 81A/689
	T	Lot 4 ✓	Lot 5 ✓	87D/394 & 87D/395

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:

# EASEMENT CERTIFICATE

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

*Correct for the purposes of the  
Land Transfer Act*

*Solicitor for the registered proprietor*

PA  
LA  
AS

136 17 SEP 92 C 4144334

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**Schedule 9 Rights implied in easements of vehicular right of way  
(Repealed)**

1. The right of the grantee, the grantee's servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, the grantor's tenants, and any other person lawfully entitled) at all times by day and by night to go, pass, and repass, with or without vehicles, machinery, and implements of any kind, over and along the land over which the easement is granted.
2. The following rights of the occupiers of the land for the benefit of which, and the land over which, the easement is granted:
  - (a) The right to establish a driveway, and to effect necessary repairs to any existing driveway, and to carry out any necessary maintenance and upkeep, where necessary altering the state of the land over which the easement is granted; and any necessary rights of entry on the land over which the easement is granted with or without machinery, plant, and equipment:
  - (b) The right to have that land over which the easement is granted kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the driveway:
  - (c) The right to a reasonable contribution from other occupiers towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard:
  - (d) The right to recover from the other occupiers the cost of repairs to the driveway occasioned by any wilful or negligent act, and all such costs occasioned by them, their agents, servants, contractors, permitted occupants, residents, or invitees arising out of the use of the driveway:
  - (e) Where work is carried out by one occupier on the land of an adjoining owner pursuant to paragraph (b) of this clause or to any order of a Court, the right of the latter owner or occupier to have the land restored as far as possible to its former condition after the completion of the work, subject to the right of contribution described in paragraph (c) of this clause.]

**Hist.**