

15 September 2025

Planning Focus
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RIGHT OF WAY EASEMENT FOR 638 CAMBRIDGE ROAD

I act for 638 Limited. You have asked for a response to the following information requests from Council relating to the Private Plan Change Request for 638 & 670 Cambridge Road, Te Awamutu dated August 2025:

- i. *Whether the existing easement instruments allow the increase in traffic as a result of the expansion of the Retail Centre to include 638 Cambridge Road;*
- ii. *Whether 638 Cambridge Road has existing legal rights to use the full extent of the access leg and rights of way owned by 650 Cambridge Road;*
- iii. *If there are existing legal mechanisms in place to provide for the use of the proposed pedestrian facility by the public generally;*
- iv. *Whether it is intended to provide street lighting and parking controls within the ROW and what existing legal mechanisms are in place to provide for these;*

I comment as follows:

1. General comments on easement instruments B539961.1 and 9036126.1:

- Both of these easements are in favour of the property at 638 Cambridge Road ie. that property is the "Benefited Property". Both easement areas are located on the neighbouring property at 650 Cambridge Road ie. the "Burdened Property";
- Easement instrument B539961.1 is over the part of the Burdened Property marked orange on the **enclosed** title plan marked "A". This easement is **enclosed** marked "B" and includes a **Right of Way, Right to Convey Water, Right to Convey Electricity and a Right to Convey Telecommunications**. For the purposes of the information requests, I will focus on the rights contained in the Right of Way easement, which in this case are the standard rights implied in Schedule 9 of the Property Law Act 1952. In other words, the Benefited Property has the right to use the easement area on the terms set out in Schedule 9 of the Property Law Act 1952. The relevant wording is as follows:
The right of the grantee [ie. the owner of 638 Cambridge Road], the grantee's servants, tenants, agents, workmen, licensees and invitees (in common with the grantor [ie. the owner of 650 Cambridge Road], the grantor's tenant's, 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.
- Easement instrument 9036126.1 is over the part of the Burdened Property marked yellow on the **enclosed** title plan marked "A". This easement is **enclosed** marked "C" and includes a **Right of Way, Right to convey water, electricity and telecommunications**. For the purposes of the information requests, I will focus on the rights contained in the Right of Way

easement, which in this case is subject to the standard rights implied in the Land Transfer Regulations 2002. In other words, the Benefited Property has the right to use the easement area on the terms set out in the Land Transfer Regulations 2002. The relevant wording is as follows:

A right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.

The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—

- vehicle, machinery, or implement; or*
- domestic animal or (if the servient land is rural land) farm animal.*

A right of way includes—

- the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and*
- the right to have the easement facility 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.*

2. *Whether the existing easement instruments allow the increase in traffic as a result of the expansion of the Retail Centre to include 638 Cambridge Road.*
 - The easement instruments do not in any way restrict an increase in potential traffic as a result of the extension of retail activities to include 638 Cambridge Road. An increase in traffic itself would not breach the easement instruments. As long as the easement areas were kept clear of obstructions allowing the owner of 650 Cambridge Road to access its own property at all times, an increase in traffic itself would not breach the terms implied in easements in either of the applicable pieces of statute, being Schedule 9 of the Property Law Act 1952 and the Land Transfer Regulations 2002.
 - Customers of any retail store at 638 Cambridge Road would constitute “invitees” of the owner of 638 Cambridge Road, and are therefore authorised to use the easement facility as well.
 - Any damage to the easement area/right of way caused by an increase in traffic ie. the invitees of 638 Cambridge Road however would need to be repaired and paid for by the owner of 638 Cambridge Road from time to time.
3. *Whether 638 Cambridge Road has existing legal rights to use the full extent of the access leg and rights of way owned by 650 Cambridge Road.*
 - Yes, easement 9036126.1 extends right down to the Southern boundary of 638 Cambridge Road, running along the Eastern boundary of the property. The orange and yellow highlighting in the attached plan demonstrates the extent of the combined easement areas;
4. *If there are existing legal mechanisms in place to provide for the use of the proposed pedestrian facility by the public generally;*
 - If there is to be a pedestrian crossing between 670 Cambridge Road and 638 Cambridge Road (crossing the easement facility), the pedestrians that use this path, if they are customers of any retail store at 638 Cambridge Road (travelling either way between 638 and 670 Cambridge Road), would be considered invitees of the owners of 638 Cambridge Road and would therefore be able to use the easement facility accordingly. Both right of way easements allow for pedestrian as well as vehicular access across the easement areas.
5. *Whether it is intended to provide street lighting and parking controls within the ROW and what existing legal mechanisms are in place to provide for these;*
 - There are no restrictions within either of the easement instruments that would prevent street lighting from being installed on the easement areas, as long as that street lighting did not obstruct or impede the right of way and the ability for parties to pass over the easement

areas. As both easement instruments include a right to convey electricity in favour of the owner of 638 Cambridge Road, this right would cover the laying of electricity cables to service those street lights if necessary.

- If parking controls are imposed in the easement areas, this would not in any way breach the terms of the easement instruments, and in fact ensuring that the right of way is unable to be parked on would ensure ongoing compliance with the easement instruments as this will ensure that the easement areas remain unobstructed.

Yours faithfully

NORTH HARBOUR LAW



William Hunt
Director

email: william@nhlaw.co.nz
DDI: 09-869-3643

"B"

B 539961.1 TE

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

SOUTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description — Insert only when part or Stratum, CT

37B

498
948

ALL

Transferor Surnames must be underlined

RICHARD ALLAN OTTO AND CRAIG TERRENCE SANDERS

Transferee Surnames must be underlined

PAUL GREGORY DYSON AND JULIE MAY DYSON

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Easements of right-of-way, of right to convey water, of electricity and of telecommunications (continued on page 2 annexure schedule)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 10 day of DECEMBER 1998

Attestation

X Craig Sanders

Richard Otto

Signed in my presence by the Transferor

Signature of Witness

Louise Ewart
Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

LOUISE EWART
SOLICITOR
TE AWAMUTU

Occupation

Address

Signature or common seal of Transferor

(continued on page 2 annexure schedule)

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE IN APPLICABLE CERTIFICATE)

REF 4-35

Louise Ewart
Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

10-12-98

Page

2

of

2

Pages

Continuation of "Estate or Interest to be created"

The Transferee will have a right-of-way and the right to convey water, electricity and telecommunications over that part of the land in Certificates of Title 37B/498 marked 'A' on DPS 82550 being forever appurtenant to the land of the Transferee contained in Certificate of Title 5B/1137

RIGHTS AND POWERS

1. Right of Way - the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.
2. Right to convey water - the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.
3. Right to convey electricity - the same rights and powers set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 with the following amendments:
 - (i) in lieu of the word "water" in Clause 2 shall be read the word "electricity",
 - (ii) in lieu of the words "line of pipes," "pipe or pipes" and "pipeline" in Clause 5 shall be read the words "wires, cables, conduits and associated fittings"
4. Right to convey telecommunications - the same rights and powers set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 with the following amendments:
 - (i) in lieu of the word "water" in Clause 2 shall be read the word "telecommunications",
 - (ii) in lieu of the words "line of pipes," "pipe or pipes" and "pipeline" in Clause 5 shall be read the words "wires, cables, conduits and associated fittings"

5. ARBITRATION

If any dispute or difference arises between the respective proprietors of the dominant and servient tenements in any way arising out of or in connection with these easements the dispute or difference must be referred at the request of any party to arbitration under the Arbitration Act 1966. If the parties to the dispute or difference fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the President or other chief presiding officer of the Waikato Bay of Plenty District Law Society to nominate an arbitrator and that nomination will then bind the parties.

Continuation of "Attestation"

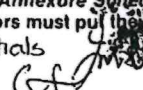
Signed in my presence by the ^{transferees} ~~said~~ PAUL GREGORY DYSON
and JULIE MAY DYSON

Signature of Witness: 
Witness Name: EOIN WILLIAM MORRISON
Occupation: SOLICITOR
Address: TE AWAAMUTU

Signatures: 


If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

× Initials

Schedule 9

Rights implied in easements of vehicular right of way

- This Schedule was inserted, as from 6 November 1986, by section 6 Property Law Amendment Act 1986 (1986 No 106).

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.

" C "

View Instrument Details



Instrument No 9036126.1
Status Registered
Date & Time Lodged 08 May 2012 08:43
Lodged By Claydon, Bradie Maree
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
382503	South Auckland
SA5B/1137	South Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 5265610.1 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 8919975.5 has consented to this transaction and I hold that consent ☒

Signature

Signed by Garth William OBrien as Grantor Representative on 07/05/2012 04:59 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Garth William OBrien as Grantee Representative on 07/05/2012 04:59 PM

*** End of Report ***

Easement instrument to grant easement or profit à prendre, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2006/22/2007
APPROVED
Registrar-General of Land

Grantor
MARK JAMES THOMPSON as to a 1/2 share and NORAH THOMPSON as to a 1/2 share

Grantee
PAUL GREGORY DYSON as to a 1/4 share and JULIE MAY DYSON as to a 1/4 share

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the said land hereinafter set out in Schedule A grants to the Grantee (first, if so stated, in respect of the easement(s) or profit(s) a privilege set out in Schedule A, or creates the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A Confirms in respect of Annexure Schedule, if created			
Purpose (Nature and extent of easement, profit or covenant)	Shown (then reference)	Servient Tenement (Complete Registered)	Dominant Tenement (Complete Registered or in gross)
Right of Way, subject to easement, electricity and telecommunications	C.D. 124532	Lot 3 DP 305535 (CT 382543)	Lot 1 DPs 16271 (CT 56524137)
		9/2.7.2	6/2

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers applied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 under Schedule Five of the Property Law Act 2007

The proposed rights and powers are hereby varied [negatively [deleted] or [positively] by:

Memorandum number , registered under section 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule]

Covenant provisions

Delete phrases in [] and insert Memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

Memorandum number , registered under section 155A of the Land Transfer Act 1952;

Annexure Schedule]



New Zealand Legislation

Land Transfer Regulations 2002

- revoked
- Land Transfer Regulations 2002: revoked, on 12 November 2018, by section 249(1) of the Land Transfer Act 2017 (2017 No 30).

Schedule 4

Rights and powers implied in easements

r 10

1 Interpretation

In this schedule, unless the context requires otherwise,—

dominant land, in relation to an easement, means the land that takes the benefit of the easement and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document

easement facility,—

- (a) in relation to a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (b) in relation to a right to convey electric power or a right to convey telecommunications and computer media, means wires, cables (containing wire or other media conducting materials), towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (c) in relation to a right of way, means that part of the surface of the land described as the stipulated area:
- (d) in relation to a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (e) in relation to a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (f) in relation to a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

grantee, in relation to an easement,—

- (a) means—
 - (i) the registered proprietor of the dominant land; or
 - (ii) the person having the benefit of an easement in gross; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantee

grantor, in relation to an easement,—

- (a) means the registered proprietor of the servient land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor

repair and maintenance, in relation to an easement facility, includes the replacement of the easement facility

servient land, in relation to an easement, means—

- (a) the parcel of land over which an easement is registered and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document:
- (b) a stipulated course or stipulated area

stipulated course or stipulated area, in relation to any of the classes of easements referred to in these regulations, means the course that—

- (a) is shown on a plan prepared for the purpose of specifying the easement; and
- (b) is referred to in a transfer instrument, easement instrument, or deposit document.

Schedule 4 clause 1 **repair and maintenance**: inserted, on 8 October 2007, by regulation 11(1) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

2 Classes of easements

For the purposes of regulation 10(a), easements are classified by reference to the following rights:

- (a) a right to convey water:
- (b) a right to drain water:
- (c) a right to drain sewage:
- (d) a right of way:
- (e) a right to convey electricity:
- (f) a right to convey telecommunications and computer media:
- (g) a right to convey gas.

Rights and powers implied in easements granting certain rights

3 Right to convey water

- (1) A right to convey water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient land to the dominant land.
- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.
- (4) The grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

4 Right to drain water

- (1) A right to drain water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity from the dominant land through the easement facility and over the servient land.
- (2) The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

5 Right to drain sewage

- (1) A right to drain sewage includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to drain, discharge, and convey sewage and other waste material and waste fluids through the easement facility and over the servient land.
- (2) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3)

The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

6 Rights of way

- (1) A right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.
- (2) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
 - (a) vehicle, machinery, or implement; or
 - (b) domestic animal or (if the servient land is rural land) farm animal.
- (3) A right of way includes—
 - (a) the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - (b) the right to have the easement facility 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.

7 Right to convey electricity

- (1) A right to convey electricity includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the easement facility and over the servient land.
- (2) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

8 Right to convey telecommunications and computer media

- (1) A right to convey telecommunications and computer media includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the easement facility and over the servient land.
- (2) The right to convey telecommunications and computer media without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

9 Right to convey gas

- (1) A right to convey gas includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the servient land.
- (2) The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

Rights and powers implied in all classes of easements

10 General rights

- (1) All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the grantee (including the right to excavate land for the purpose of that construction).

- (2) The grantor must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (3) The grantee must not do and must not allow to be done on the dominant land or the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

11 Repair, maintenance, and costs

- (1) If the grantee (or grantees, if more than 1) has (or have) exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- (2) If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).
- (3) If the easement is in gross, the grantee bears the cost of all work done outside the servient land.
- (4) The parties responsible for maintenance under subclause (1) or subclause (2) or subclause (5) (as the case may be) must meet any associated requirements of the relevant local authority.
- (5) The grantor or grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
- (6) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—
 - (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with subclause (2).
- (7) The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

Schedule 4 clause 11(4): amended, on 8 October 2007, by regulation 11(2) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Schedule 4 clause 11(5): added, on 8 October 2007, by regulation 11(3) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Schedule 4 clause 11(6): added, on 8 October 2007, by regulation 11(3) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Schedule 4 clause 11(7): added, on 8 October 2007, by regulation 11(3) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

12 Rights of entry

- (1) For the purpose of performing any duty or in the exercise of any rights conferred under these regulations or implied in any easement, the grantee may—
 - (a) enter upon the servient land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the servient land for a reasonable time if work is proceeding.
- (2) The grantee must ensure that as little damage or disturbance as possible is caused to the servient land or to the grantor.
- (3) The grantee must ensure that all work is performed in a proper and workmanlike manner.
- (4) The grantee must ensure that all work is completed promptly.
- (5) The grantee must immediately make good any damage done to the servient land by restoring the surface of the land as nearly as possible to its former condition.
- (6) The grantee must compensate the grantor for all damages caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the servient land.

13 Default

If the grantor or the grantee does not meet the obligations implied or specified in any easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —
 - (i)

meet the obligation; and

- (ii) for that purpose, enter the servient land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

14 Disputes

If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society (being the New Zealand Law Society that has its headquarters closest to the land).

Schedule 4 clause 14(c)(ii): amended, on 1 August 2008, pursuant to section 385 of the Lawyers and Conveyancers Act 2006 (2006 No 1).