

Land Taken for the Development of Water-power (Lake Taupo and the Waikato River Power Scheme) in Blocks I, II, and VI, Whakamaru Survey District

[L.S.]

B. C. FREYBERG, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act, 1928, I, Lieutenant-General Sir Bernard Cyril Freyberg, the Governor-General of the Dominion of New Zealand, do hereby proclaim and declare that the land described in the Schedule hereto is hereby taken for the development of water-power (Lake Taupo and the Waikato River Power Scheme).

SCHEDULE

Approximate Areas of the Pieces of Land Taken.	Being	Situated in Block	Shown on Plan	Coloured on Plan
A. R. P. 329 0 0 94 0 0	Parts Pouakani Block (S.O. 33862.)	II and VI	P.W.D. 129638	Sepia, edged sepia.
88 3 36 7 2 36 5 1 22	Parts Pouakani Block (S.O. 34314.)	{ I and II II II }	P.W.D. 129640	Yellow.
72 2 20	Part Pouakani Block (S.O. 33864.)	I	P.W.D. 129641	Sepia, edged sepia.
189 2 10	Part Pouakani Block (S.O. 34310.)	I and II	P.W.D. 129642	Yellow.

Situated in Whakamaru Survey District. (Auckland R.D.)

In the South Auckland Land District; as the same are more particularly delineated on the plans marked and coloured as above mentioned and deposited in the office of the Minister of Works at Wellington.

Given under the hand of His Excellency the Governor-General of the Dominion of New Zealand, and issued under the Seal of that Dominion, this 19th day of October, 1949.

R. SEMPLE, Minister of Works.

GOD SAVE THE KING!

(P.W. 84/3/0.)

Leasehold Estate in Land and Easements Over Land Taken for the Development of Water-power (Lake Taupo and the Waikato River Power Scheme) in Blocks II and VI, Whakamaru Survey District

[L.S.]

B. C. FREYBERG, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act, 1928, I, Lieutenant-General Sir Bernard Cyril Freyberg, the Governor-General of the Dominion of New Zealand, do hereby proclaim and declare that the leasehold estate set forth in the First Schedule hereto in the land described in the Second Schedule hereto is hereby taken for the development of water-power (Lake Taupo and the Waikato River Power Scheme); and I do also proclaim and declare that an easement is hereby taken over the land described in the Third Schedule hereto for the term described in clause 2 of the First Schedule hereto vesting in His Majesty the King full and free liberty, right, licence, and authority to construct and use a right-of-way with the right for His Majesty's servants, agents, and workmen to go, pass, and repass, with or without horses or other animals or vehicles over the said land, and to maintain, repair, and keep open the said right-of-way for the purpose of providing access to works in connection with the said scheme, such right-of-way to be appurtenant to the land first described in the Second Schedule hereto; and I do also proclaim and declare that easements are hereby taken over the land first, secondly, and thirdly described in the Fourth Schedule hereto vesting in His Majesty the King full and free liberty, right, licence, and authority during the said term to lay, construct, place, and maintain a line of pipes along, under, or over the said land and to convey water through the said pipes, such easements to be held appurtenant to the land fourthly, sixthly, and seventhly described in the Second Schedule hereto respectively.

FIRST SCHEDULE

DESCRIPTION OF LEASEHOLD ESTATE TAKEN

- In this Schedule the term "lessor" means and includes every person from whom any right is taken by this Proclamation, and the term "lessee" means His Majesty the King acting by and through the Minister of Works.
- Term of Lease.*—The lease shall be for a term commencing on the day on which this Proclamation shall take effect and expiring on the first day of October, one thousand nine hundred and sixty-nine; provided that if the construction of the three proposed water-power stations at Maratai, Whakamaru, and Waipapa, in the vicinity of Mangakino shall be completed prior to the last-mentioned day the term of the said lease shall be deemed to end at the expiry of six months after the day on which the last of the said three water-power stations shall be completed or at the expiry of the said term whichever is the earlier.
- The lessee will duly and punctually pay all rates, taxes, charges, assessments, and other outgoings payable in respect of the said land, excepting land tax for which the lessor is primarily liable.
- The lessee will indemnify and keep indemnified the lessor from all liability under the Fencing Act, 1908, in respect of the erection and maintenance of any fence or fences bounding the said land or any part of it.
- The lessee will indemnify and keep indemnified the lessor from and against all requisitions of any local authority or Government Department in respect of any work required to be done on the said land or on any part thereof.
- The lessee may without the consent of the lessor assign, transfer, underlet, mortgage, or otherwise part with the possession of any part of the said land but only so that the whole of the lands shall be available to the lessor at the expiry of the said lease.
- The lessee shall have the right to vary the topography of the said lands as he may find necessary or desirable either for the development of water-power or for the better accommodation of workmen and others engaged in serving them and may erect and maintain thereon or therein such structures as he may think fit provided that he shall have the right to remove from the said land any buildings or other valuable structures. No such building or structure shall be deemed to be a fixture for any purpose whatever.
- Nothing in this lease shall have any operation in respect of transmission lines or other permanent structures forming part of the permanent hydro-electric works, which would be placed on the said land irrespective of the location of the construction township.
- At the expiry of the lease the lessee shall as quickly as possible clear the land of all buildings and structures which he proposes to remove and complete such restoration work upon the land as he may think fit and shall as soon as practicable thereafter cause application to be made to the Maori Land Court to ascertain what amount of compensation (if any) ought to be paid to the owners of or other persons interested in the land and who are the persons entitled to be paid such compensation, for any damage to the land compared with its state before the land was occupied for or in connection with water-power development.
- So far as the law allows, the conditions implied in leases and tenancies by virtue of the Property Law Act, 1908, the Land Transfer Act, 1915, or the Tenancy Act, 1948, are hereby expressly negated in respect of this lease.