

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 easement line lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained PROVIDED however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line. AND PROVIDED FURTHER that the Board shall not be liable for any damage to the pipes in the easement line (save as provided in paragraph (a) of this clause) where in the exercise of the rights liberties or easements aforesaid such damage cannot reasonably be prevented.

6. The Board will not be compelled by any thing herein contained or implied to conduct any sewage or other matter hereinbefore referred to through any such sewer as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.

7. The Board shall enforce any right of action which may 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 the part of the Grantor to be observed or performed 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.

8. NOTHING herein contained shall be deemed to abrogate limit restrict or abridge any of the rights powers or remedies vested in the Board by statute.

9. All the covenants on the part of the Grantor herein expressed or implied shall be deemed to be covenants by each of the registered proprietors included in the term "Grantor" severally and shall bind each of such registered proprietors and his or its executors administrators successors and assigns and throughout this declaration any word importing the singular shall include also the plural and any word importing the masculine shall include also the feminine and vice versa in both cases.

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

Dated at Christchurch this 20th day of June 1988.

R. J. MILNE, for Minister of Lands.

(Lands H.O. 50/202/1; Ch. D.O. 35/32)
In6945

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Land Declared to be Road and Land Taken in Waitomo District

Pursuant to Part VIII of the Public Works Act 1981, the Minister of Lands:

(a) Pursuant to section 114 declares the land described in the First Schedule hereto to be road and vested in The Waitomo District Council.

(b) Pursuant to section 119 declares the land described in the Second Schedule hereto to be taken and further declares that:

(i) The areas of land taken firstly to eighthly described in the Second Schedule hereto shall be amalgamated with the land in certificate of title No. 29D/41, subject to Statutory Land Charge S. 620076, and memoranda of mortgage H. 775574.1, H. 465509.6, H. 465509.7, H. 512036.2, H. 465509.8 and H. 465509.9, South Auckland Land Registry.

(ii) The area of land taken ninthly described in the Second Schedule hereto shall be incorporated in lease in perpetuity No. 2109, recorded in Register-book Volume 136, folio 5, held from the Crown by Bruce Ellett Page of Te Awamutu, solicitor and David Charles Bailey of Otorohanga, chartered accountant, subject to memoranda of mortgage H. 757468.4, H. 352579.5 and H. 757468.7, South Auckland Land Registry.

(iii) The area of land taken tenthly described in the Second Schedule hereto shall be amalgamated with the land in certificate of title Volume 255, folio 183, subject to memoranda of mortgage H. 757468.4, H. 352579.5 and H. 757468.7, South Auckland Land Registry.

(iv) The areas of land taken eleventhly and twelfthly described in the Second Schedule hereto shall be amalgamated with the land in certificate of title No. 34C/446, subject to memoranda of mortgage H. 757468.4, H. 352579.5 and H. 757468.7, South Auckland Land Registry.

(v) The area of land taken thirteenthly described in the Second Schedule hereto shall be amalgamated with the land in certificate of title, Volume 617, folio 57, South Auckland Land Registry.

First Schedule

South Auckland Land District

All those pieces of land described as follows:

Area m ²	Being
153	Part Section 24: marked "D" on S.O. Plan 53968.
277	Part Section 24: marked "G" on S.O. Plan 53968.

Situated in Block V, Kawhia South Survey District

9710	Part Section 11: marked "P" on S.O. Plan 53971.
3935	Part Section 2: marked "Q" on S.O. Plan 53972.
1377	Part Section 2: marked "W" on S.O. Plan 53972.
5660	Part Section 5: marked "Y" on S.O. Plan 53972.
777	Part Section 9: marked "C" on S.O. Plan 53973.
1570	Part Section 5: marked "E" on S.O. Plan 53973.
26	Part Section 8: marked "H" on S.O. Plan 53973.
362	Part Section 5: marked "J" on S.O. Plan 53973.
1002	Part Section 8: marked "L" on S.O. Plan 53974.
132	Part Section 5: marked "O" on S.O. Plan 53974.
70	Part Section 32: marked "P" on S.O. Plan 53974.
90	Part Taharoa A6B Block; marked "W1" on S.O. Plan 53975.
3289	Part Taharoa A6B Block; marked "W3" on S.O. Plan 53975.

ha

1.9490 Part Section 12: marked "O" on S.O. Plan 53971.

Situated in Block I, Kawhia South Survey District.

As shown on the plans marked as above mentioned and lodged in the office of the Chief Surveyor at Hamilton.