

Solicitor, Department of Lands, Napier, declares that, an agreement to that effect having been entered into, the land described in the Schedule is taken for paddocking stock and shall vest in The Waipukurau District Council on the date of publication in the *Gazette*.

### Schedule

#### *Hawke's Bay Land District*

All that piece of land situated in Block III, Motuotaraia Survey District, containing 3610 square metres, being Section 2, S.O. Plan 9890, lodged in the office of the Chief Surveyor at Napier.

Dated at Napier this 12th day of July 1989.

G. P. HULBERT, District Solicitor.

(Na. D.O. 27/1)

ln11684

#### **Amending a Notice Declaring Land at Wai-uta Acquired for Education Purposes**

Pursuant to section 55 of the Public Works Act 1981, and to a delegation from the Minister of Lands, the District Manager, Department of Lands, Nelson, hereby amends the notice dated the 22nd day of June 1989 and published in the *New Zealand Gazette*, 6 July 1989, No. 116, page 2929, declaring land to be acquired for education purposes by omitting the following from the Schedule:

"Westland County"

and substituting the following:

"Inangahua County"

Dated at Nelson this 21st day of July 1989.

J. McKENZIE, District Manager.

(Lands Ch. D.O. PL06-138)

ln11689

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#### **Land and Easements in Gross over Land at Christchurch Airport Acquired for an Airport Receiving Station**

Pursuant to section 20 (1) of the Public Works Act 1981, and to a delegation from the Minister of Lands, the District Solicitor, Department of Lands, Christchurch, declares that agreements to that effect having been entered into, the land described in the First Schedule hereto is hereby acquired for an airport receiving station, an easement for a right of way, a right to convey electric power and telephonic communications in gross in perpetuity described in the Second Schedule hereto is hereby acquired over the land described in the Third Schedule hereto, the easement to operate runway approach lights in gross in perpetuity described in the Fourth Schedule hereto is hereby acquired over the land described in the Fifth Schedule hereto and the easement for a right to convey telephonic communications in gross in perpetuity described in the Sixth Schedule hereto is hereby acquired over the land described in the Seventh Schedule hereto and that such land and easements shall vest in the Crown on the date of publication of this declaration in the *Gazette*.

### First Schedule

#### *Canterbury Land District—Paparua County*

Area ha	Being
2.3498	Part Lot 1, D.P. 10480; as marked "A" on S.O. Plan 18143.
20.2034	Part Lot 1, D.P. 10480 as marked "L" on S.O. Plan 16871.

As shown marked as above mentioned on above mentioned S.O. Plans lodged in the office of the Chief Surveyor at Christchurch.

### Second Schedule

#### *Description of Easement*

The full right of the Crown to a right of way easement conferring the rights contained in the Seventh Schedule of the Land Transfer Act 1952, together with the right to convey underground telephone electric cables and any other additional underground communication systems that may be required from time to time over the land described in the Third Schedule hereto on the rights and conditions as hereinafter set forth that is to say:

1. The full, free, uninterrupted, and unrestricted right, liberty and privilege for the Crown and its invitees, agents and contractors to enter on or over the land described in the Third Schedule hereto for the purpose of operating, servicing and repairing the cableways.
2. The full, free, uninterrupted, and unrestricted right, liberty and privilege for the Crown and its invitees, agents and servants to enter on or over the land described in the Third Schedule hereto, with or without vehicles, by day or night for the purpose of obtaining physical access to the land described in the First Schedule hereto provided however that this use shall be exercised in a responsible manner and not unduly inconvenience patrons of the Harewood Golf Club.
3. Provided that:

- (a) The Crown to be wholly responsible for the maintenance of the existing track on the land described in the Third Schedule hereto to a reasonable standard provided that this provision shall only inure while the Crown or its invitees, agents or contractors has a requirement for the easement.
- (b) The owners of the land described in the Third Schedule hereto and their invitees shall have the right to use the said access track provided it is used in a responsible manner and not damaged.
- (c) The Crown will at all times indemnify and keep indemnified the owners against all actions, suits, proceedings, claims and demands that may be brought against the said owners for or on account of or in any manner whatsoever in connection with the operation, maintenance and control of the said easements.
- (d) The Crown will provide suitable gates or cattlestops or both at the boundary between the areas marked "N" and "L" and the boundary between the areas marked "N" and "M" on S.O. Plan 16871 if required by the owners of the land described in the Third Schedule hereto.

### Third Schedule

#### *Canterbury Land District—Paparua County*

Area m <sup>2</sup>	Being
3536	Part Lot 1, D.P. 24176; as marked "M" on plan.
5952	Part Lot 2, D.P. 24176; as marked "N" on plan.
59	Part Lot 2, D.P. 24176; as marked "O" on plan.

As shown marked as above mentioned on S.O. Plan 16871 lodged in the office of the Chief Surveyor at Christchurch.

### Fourth Schedule

#### *Description of Easement*

The full right of the Crown to operate airport runway approach lights on the land described in the Fifth Schedule hereto and for the Crown, its invitees and servants to enter on or over the said land for the purpose of operating, servicing and repairing the approach lights provided that any damage to the surface of the land will be repaired by the Crown and the surface of the airport runway approach lights area will be restored as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Crown.