

- (6) The Crown may assign the rights granted in this easement.

Schedule

Gisborne Land District

All that piece of land containing 1130 square metres, situated in Block V, Waiaua Survey District, being part Allotment 300, Waioeka Parish; as marked D on S.O. Plan 7634 lodged in the office of the Chief Surveyor at Gisborne.

Dated at Gisborne this 26th day of January 1990.

R. F. McMINN, District Manager.

(Lands Na. 6/2/4)

ln1374

Land Acquired for Road in Wairoa District

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, Napier, declares that, an agreement to that effect having been entered into, the land described in the Schedule is acquired for road and shall vest in The Wairoa District Council on the date of publication in the *Gazette*.

Schedule

Hawke's Bay Land District

All that piece of land situated in Block XX, Nuhaka North Survey District, containing 2.2207 hectares, being portion Section 1, edged green on D.P. 1508; all C.T. 49/223.

Dated at Napier this 25th day of January 1990.

G. P. HULBERT, District Solicitor.

(Na. D.O. AD 7/22/9)

ln1375

Land and a Cable Easement in Gross and a Right of Way Easement in Gross Over Land Acquired for Defence Purposes in Waitakere City

Pursuant to section 20 (1) of the Public Works Act 1981, and to a delegation from the Minister of Lands, the District Manager, Department of Lands, Auckland, declares that agreements to that effect having been entered into:

- i. the land firstly and secondly described in the First Schedule hereto,
- ii. the cable easement in gross described in the Second Schedule hereto over the land thirdly and fourthly described in the said First Schedule, and
- iii. a right of way easement in gross over the land fifthly, sixthly and seventhly described in the said First Schedule hereto containing the rights and powers set forth in paragraph one of the Seventh Schedule to the Land Transfer Act 1952 as modified by the conditions set out in the Third Schedule hereto,

are hereby acquired for defence purposes which shall vest in the Crown on the date of publication in the *Gazette*.

First Schedule

North Auckland Land District

| Area m ² | Being |
|------------------------|--|
| 2 | Part Lot 3, D.P. 104718; marked "C" on plan. |
| 2 | Part Lot 2, D.P. 104718; marked "D" on plan. |
| 189 | Part Lot 3, D.P. 104718; marked "G" on plan. |
| 62 | Part Lot 2, D.P. 104718; marked "H" on plan. |
| 122 | Part Lot 3, D.P. 104718; marked "J" on plan. |

Shown marked on the plans as above-mentioned and lodged in the office of the Chief Surveyor at Auckland.

Being

R.O.W. Part Lot 2, D.P. 104718; marked "A" on D.P. 104718.

R.O.W. Part Lot 3, D.P. 104718; marked "B" on D.P. 104718.

Second Schedule

Cable Easement in Gross

1. The Crown shall have the right of entry at all times to enter upon the land together with all requisite machinery and conveyances for the purpose of laying, inspecting, maintaining, repairing or rewiring the cable or cables and for erecting and maintaining such fixtures as may be necessary to indicate the location of the cable or cables provided that the Crown shall make good any damage caused to the land or adjoining land or to any trees, fences, buildings or other assets thereon resulting from the exercise of the Crown's rights of ingress on to or egress from the easement area or resulting from the carrying out of any work on the easement area whether any such damage is caused by the Crown, its agents servants or subcontractors.

2. The registered proprietor of the land (hereinafter, together with his heirs successors and assigns, called "the owner") will not plant or permit to be planted any trees on the easement area.

3. The owner shall not disturb the soil hereof below a depth of 0.3 metre without the written consent of the Secretary for Defence. Such consent shall not be unreasonably withheld, but may be given subject to reasonable conditions including the power to revoke such consent without compensation.

4. The owner shall not place any buildings structure or permanent improvements of any nature on or over the said easement and will not at any time do permit or suffer any act whereby the powers, rights, licences and liberties hereby granted to the Crown may be interfered with or affected or damaged in any way.

5. The boundaries of the easement shall not be fenced.

6. The Crown shall have the right to erect and maintain such fixtures as may be necessary to indicate the location of the said cable.

7. The Crown may grant any licence or right in respect of any estate or interest conferred by this agreement which are not inconsistent with the terms hereof and may assign any such estate or interest.

8. The Crown will at all times repair and maintain the said cable and associated works as may be constructed or laid through, along or under the said land in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are designed and will prevent the same from becoming a nuisance.

9. That nothing herein contained or implied shall be deemed to compel the Crown to utilise the said cable and the Crown may from time to time or at any time discontinue the use of the same.

Third Schedule

(additional rights and conditions to right of way easement in gross)

The cost of maintaining the right of way shall be borne by the owner provided however, that any damage beyond fair wear and tear shall be repaired at the expense of the party causing such damage.

Dated at Auckland this 31st day of January 1990.

R. F. SMITH, District Manager.

(Lands Ak. 8/79/0/68)

ln1532

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