

### Land Held for the Generation of Electricity Set Apart for the Development of Water Power in Auckland City

Pursuant to section 52 (1) of the Public Works Act 1981, and to a delegation from the Minister of Lands, the Manager, Lands and Property, Department of Survey and Land Information, Auckland, declares the land described in the Schedule to be set apart for the development of water power.

#### Schedule

##### North Auckland Land District

Area m <sup>2</sup>	Being
63	Allotment 139, Section 12, Suburbs of Auckland.
205	Section 203, Prescott Settlement.
58	Part Section 204, Prescott Settlement.

Balance of *Gazette* notice 053670.1, North Auckland Land Registry.

Dated at Auckland this 7th day of August 1991.

G. A. DAWSON, Manager, Lands and Property.

(DOSLI Ak. D.O. 92/15/26/6)

1c1.

ln8415

### Land Held for Use, Convenience or Enjoyment of a Road Set Apart for Motorway in the Franklin District

Pursuant to section 52 (1) of the Public Works Act 1981, and to a delegation from the Minister of Lands, the Manager, Lands and Property, Department of Survey and Land Information, Auckland, declares the land described in the Schedule to be set apart for motorway.

#### Schedule

##### North Auckland Land District

30 square metres, being part Lot 13, D.P. 20381; shown marked "A" on S.O. Plan 61175, lodged in the office of the Chief Surveyor at Auckland.

Dated at Auckland this 7th day of August 1991.

G. A. DAWSON, Manager, Lands and Property.

(DOSLI Ak. D.O. 72/1/2A/0/113)

1c1.

ln8416

### An Easement in Gross Required for a Catholic Protection System in Auckland City

Pursuant to section 20 of the Public Works Act 1981, and to a delegation from the Minister of Lands, the Manager, Lands and Property, Department of Survey and Land Information, Auckland, declares that, agreements to that effect having been entered into, the easement in gross described in the First Schedule is hereby acquired over the land described in the Second Schedule and the said easement shall vest in perpetuity in The Auckland Regional Council for a catholic protection system on the date of publication in the *Gazette*.

#### First Schedule

##### North Auckland Land District

###### Description of Easement

1. Gertrude Louise Roberts, Monica Clare Johns and Lois Elizabeth Mary McKendrey (hereinafter together with their heirs, successors and assigns, called "the owners") are the grantors and The Auckland Regional Council (hereinafter called "the council") is the grantee of an easement in gross, for the purposes of perpetual catholic protection system (hereinafter called "the system") over the land described in the Second Schedule (hereinafter called "the easement land") upon the following terms and conditions.

2. To use the system already laid in or on the said easement land or any cable or anode bed in addition, in replacement or in substitution for or of the system;

3. Where no such system exists, to lay, place and maintain or to have laid, placed and maintained, a cable and/or anode bed of suitable material for the purpose under the surface of the easement land;

4. In order to construct or maintain the efficiency of the system the full, free, uninterrupted and unrestricted right, liberty and privilege for the council, its servants, agents and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose, to enter upon the easement land and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the system or any part thereof and of opening up the soil of the easement land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the easement land and that the surface is restored as nearly as possible to the condition in which the land was in immediately prior to any workings being undertaken and any other damage done by reason of the aforesaid operations is repaired.

5. The owners shall not at any time on or over the above described easement land and without the prior written consent of the council:

(a) Place any buildings, erections or fences or permanent improvements of any nature;

(b) Do permit or suffer any act whereby the rights, powers, licences and liberties hereby granted to the council may be interfered with or affected; or

(c) Do permit or suffer any act whereby the said system may be interfered with or damaged.

6. That where the terms set out herein require the consent of the council to be obtained in respect of any matter herein referred to them the council shall not unreasonably or arbitrarily withhold such consent.

7. The council will:

(a) At all times repair and maintain the system and associated works as may be constructed or laid through or under the easement 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;

(b) Cause as little damage as possible to the surface of the easement land and repair and make good all damage caused by any such works to landscaping fences and drains in, upon or around the easement land;

(c) Indemnify the owners from and against any loss or damage caused to the easement land or anything on or upon the easement land directly or indirectly arising from the construction, maintenance or operation of the easement;

(d) At all times use its best endeavours to ensure access to the easement land is maintained for the owners and their invitees while the council is performing or having the work performed;

(e) Ensure that any spoil from excavation or work will be removed from the land on a regular basis as the work progresses.

#### Second Schedule

##### North Auckland Land District

###### The Easement Land

40 square metres, being part Lot 2, D.P. 76882; shown marked "B" on S.O. Plan 65534, lodged in the office of the Chief Surveyor at Auckland.

Dated at Auckland this 8th day of August 1991.