

Dated at Auckland this 26th day of March 1991.

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

(DOSLI Ak. D.O. 15/109/0/65158)

ln3386

ICL

Land and a Right of Way Over Land Acquired for Sanitary Purposes (Sewage Pump Station) in Whangarei District

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 land firstly described in the Schedule, and a right of way easement over the land secondly described in the Schedule containing the rights and powers set forth in the first paragraph of the Seventh Schedule to the Land Transfer Act 1952 and being forever appurtenant to the said land firstly described, are hereby acquired for sanitary purposes (sewage pumping station) and shall vest in The Whangarei District Council on the date of publication in the *Gazette*.

Schedule

North Auckland Land District

Area m ²	Being
214 Part Lot 3, D.P. 100672;	marked "A" on plan.
225 Part Lot 2, D.P. 48719;	marked "B" on plan.

Shown marked as above mentioned on S.O. Plan 65934, lodged in the office of the Chief Surveyor at Auckland.

Dated at Auckland this 26th day of March 1991.

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

(DOSLI Ak. D.O. 15/15/15/0/65934)

ln3388

ICL

Land Acquired for Road at Nelson Street, Auckland City

Pursuant to section 20 (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 that agreements to that effect having been entered into, the land described in the Schedule is acquired for road and shall vest in The Auckland City Council on the date of the publication in the *Gazette*.

Schedule

North Auckland Land District

Area m ²	Being
53 Part Lot 6, D.P. 20237 and part Allotment 9, Section 40, City of Auckland;	marked "A" on plan.
81 Part Lot 6, D.P. 20237 and part Lots 4 and 5 of Allotments 8 and 9 (D.P. 1460) and part Allotment 9, Section 40, City of Auckland;	marked "B" on plan.

Shown marked as above mentioned on S.O. Plan 63350, lodged in the office of the Chief Surveyor at Auckland.

Dated at Auckland this 26th day of March 1991.

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

(DOSLI Ak. D.O. 15/84/0/63350)

ln3392

ICL

A Water Supply Easement in Gross Acquired in Manukau 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 an agreement to that effect having

been entered into, the water supply 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 water supply purposes on the date of the publication in the *Gazette*.

First Schedule

North Auckland Land District

Description of Easement

1. The full, free uninterrupted, and unrestricted right, liberty, and privilege for The Auckland Regional Council (hereinafter called "the Council") from time to time and at all times to take convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the point of entry and upon and across the land described in the Second Schedule (hereinafter called "the easement land") together with the following additional rights incidental thereto:

2. To use any tunnel or line of pipes laid in or on the said easement land or any tunnel or pipe or pipes in replacement or in substitution for the tunnel or all or any of those pipes.

3. Where no such tunnels or line of pipes exist to lay, place and maintain, or to have laid placed and maintained, a tunnel or line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface of the easement land.

4. In order to construct or maintain the efficiency of any such tunnel or pipe line, 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 tunnel or pipe line or any part thereof and of opening up the soil of that 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 the access to and from any building erected thereon and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired and that any such work is completed with all reasonable speed.

5. Foodtown Properties Limited the one time owners of the easement land did covenant that they together with their heirs, successors and assigns, shall not at any time on or over the said easement area on the easement land and without the prior written consent of the council:

(a) Place any buildings, erections 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 water pipes may be interfered with or damaged;

(d) Nothing herein contained or implied shall be deemed to compel the council to convey water through the said pipes and mains and the council may from time to time discontinue the conveyance of water through the same at will.

6. The council will at all times repair and maintain such pipes and mains and associated works as may be constructed or laid through or under the said easement area on the easement land in pursuance of these presents in a good and efficient state of repair for the purposes of which the same are designed and will prevent the same from becoming a nuisance.

7. Cause as little damage as possible to the surface of the easement land and repair and make good all damage caused