

and such right of way shall not be upgraded to a full all weather access track.

7. The registered proprietor for the time being of the land shall do nothing on the land which may prove prejudicial to the safe operation of the radio and telecommunication facilities.

8. The grantee shall obtain all necessary statutory or other consents associated with the construction and operation of the radio and telecommunication facilities.

9. The grantee shall extinguish the easements and remove all facilities at its own cost should the easements no longer be required by the grantee.

Dated at Gisborne this 12th day of June 1991.

R. H. WINMILL, District Manager.

(DOSLI Na. D.O. 7/148/6)

ln6252

ICL

A Water Supply Easement in Gross Acquired 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, 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 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 under and through the course of the land described in the Second Schedule (hereinafter called "the easement land") together with the following additional rights incidental thereto set out as follows:

(a) To use any line of pipes laid and associated works already in place in or on the said easement land or any pipe or pipes or associated works in replacement or in substitution for all or any of those pipes or associated works.

(b) Where no such line of pipes or associated works exist, to lay place and maintain, or to have laid placed and maintained, a line of pipes or associated works of a sufficient internal diameter and of suitable material for the purpose under the surface of the easement land.

(c) In order to construct or maintain the efficiency of any such pipe line and associated works, 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 land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the pipe line and associated works 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 that the surface is restored as nearly as possible to the condition in which it was in immediately prior

to any repair maintenance or replacement work commencing and any other damage done by reason of the aforesaid operations is repaired and that any such work is completed with all reasonable speed.

2. The Auckland City Council, the owners and Remuera Golf Club Incorporated, the lessee, for the time being of the easement land, shall, together with their heirs, successors and assigns, not at any time on or over the said 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 water supply pipes and associated works may be interfered with or damaged.

3. The council will:

(a) At all times repair and maintain such pipes and mains and associates 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 of 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 fences and drains in upon or around the easement land.

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

Second Schedule

North Auckland Land District

The Easement Land

38 square metres, being part Lot 6, D.P. 67256; shown marked "A" on S.O. Plan 63180, lodged in the office of the Chief Surveyor at Auckland.

Dated at Auckland this 17th day of June 1991.

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

(DOSLI Ak. D.O. 15/109/0/63180)

ln6265

ICL

Stopped Road in Franklin District to be Vested

Pursuant to section 117 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 part of stopped road described in the Schedule to be amalgamated with the land contained in certificate of title 1801/15, subject to all encumbrances registered on the certificate of title on the date of registration in the North Auckland Land Registry.

Schedule

North Auckland Land District

268 square metres, being Section 1, S.O. Plan 65809, lodged in the office of the Chief Surveyor at Auckland.

Dated at Auckland this 17th day of June 1991.

G. A. DAWSON, Manager Lands and Property.

(DOSLI Ak. D.O. 15/3/0/65809)

ln6264

ICL