

entry or alternatively the Crown may at its option compensate the owners for any damage.

7. The Crown will grant indemnity to the owners, their servants, contractors, agents, invitees or workmen in the event of accidental damage to the pipeline.

8. The Crown shall have the right to erect and maintain such fixture or markers as may be necessary to indicate the location of the pipeline provided that such fixtures or markers do not interfere with the reasonable management of the said land.

9. Such of the rights, easements or obligations herein before recited or referred to which place burden on the said land shall be binding on him/her the said owners or occupiers his/her successor, executors, administrators and assigns and such of them as place a burden on the owner of the pipeline shall be binding on his/her successor, executors, administrators and assigns.

10. The Bay of Islands County Council resolved on the 16th day of September 1987 to indemnify all landowners with scheme pipelines on their properties against third party claims arising from damaged or faulty scheme works provided damage cannot be attributed to the negligence or wilful damage by the landowner concerned.

11. The Crown and its successors and assigns as owner of the pipeline will accept responsibility for all repairs to property damage caused by pipeline failure or breakage where no negligence or wilful damage by the owners their servants, contractors, agents, invitees or workmen is proven.

Dated at Auckland this 23rd day of June 1992.

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

(DOSLI Ak. D.O. 25/30/23)
ln5788

1CL

An Interest Over Land Acquired for Irrigation Purposes 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, an agreement to that effect having been entered into, a right to convey water over the land described in the First Schedule, containing the rights and powers in the second and fifth paragraphs of the Land Transfer Act 1952 and as modified by the additional terms and conditions described in the Second Schedule, are acquired, subject to the easements described in easement certificate C. 060507, North Auckland Land Registry, for irrigation purposes and shall vest in the Crown on the date of publication in the *Gazette*.

First Schedule

North Auckland Land District

2042 square metres, being part Lot 1, D.P. 131190; shown marked "F" on S.O. Plan 65736, lodged in the office of the Chief Surveyor at Auckland.

Second Schedule

North Auckland Land District

Additional Terms and Conditions

1. Rodger John Leather and Jillian Claire Snell, horticulturists, both of Whangarei (hereinafter together with their heirs, successors and assigns called "the owners") are the grantors and Her Majesty the Queen (hereinafter together with her heirs, successors, officers and assigns called "the Crown") is the grantee of the easements herein acquired for the purposes of the Maungatapere Irrigation Scheme.

2. If the aforementioned water supply pipeline is no longer required for the purposes of the Maungatapere Irrigation Scheme, such determination shall be made at the sole discretion of the regional irrigation manager or his successor,

and the Crown will at the request of the owner's release the owners from this easement and surrender any easement registered against the owner's certificate of title provided that no compensation will be payable to the Crown or the owners.

Any easement agreed to be surrendered may be partially or fully surrendered by memorandum of transfer or notice published in the *Gazette* in accordance with section 42 (4) of the Public Works Act 1981.

3. The boundaries of the easements shall not be fenced and the owners or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the Crown and its assigns as owner of the pipeline hereunder) but shall not erect any building construction or fence or plant any trees or shrub on the easement strip below a depth of 300 mm from the surface or do anything which would or could damage or endanger the pipeline without the consent of the Crown or its assigns being first obtained in writing. Any such consent shall not be unreasonably withheld.

4. The Crown shall have the right of entry after giving reasonable notice where practicable upon the said land at any time with or without engineers and workmen and with or without any necessary vehicles, implements, tools, pipes and materials of any kind for the purpose of laying, maintaining, repairing, inspecting and from time to time renewing and opening up the land within the easement area as may be necessary for those purposes provided that the owners will not unreasonably withhold consent and that in the case of emergency the owners consent shall not be required before entry is made.

5. When the pipeline is above or below the surface of the ground it shall be placed so as to interfere as little as possible with ordinary cultivation as aforesaid of the said land and in so doing or in laying, maintaining, repairing, inspecting or renewing or removing the pipeline as little damage as possible shall be caused to the said land. Any such damage caused shall be made good by the Crown and the land shall be restored as near as reasonably practicable to the condition existing before entry or alternatively the Crown may at its option compensate the owners for any damage.

6. Liability of Owner in Respect of Damage to Pipeline—If the owners, their servants, contractors, agents, invitees or workmen shall in any way damage the pipeline the liability of the owner in respect of such damage shall be as follows:

(a) If the owners shall have obtained a permit (either in writing or in such other manner as the Crown may from time to time in its absolute discretion determine) from the Crown authorising him to carry out any particular work on the pipeline easement and in the course of carrying out such work in compliance with the conditions set forth in such permit such damage shall occur then the owner shall not be liable for the costs of and incidental to the repairing of such damage.

(b) If prior to commencement of any work on the pipeline easement the owners shall fail to obtain a permit in writing from the Crown and if having obtained such permit as aforesaid fails to comply with the terms and conditions set forth therein or otherwise imposed by the Crown in respect thereof and if such damage shall occur during the course of such work then the owners shall be liable for the first two thousand dollars (\$2,000.00) only in the cost of making good such damage and incidental loss which may have been suffered by the Crown provided that the aforesaid limitation of liability to two thousand dollars (\$2,000.00) to be borne by the owner as aforesaid shall be adjusted upwards automatically on an annual basis by relating the same to movements in the general consumer prices index (CPI) for New Zealand published from time to time by the New Zealand Department of Statistics to establish at any given time in the future the then value of the aforesaid sum of two thousand dollars