

Notice of Intention to Take Land and Leasehold Estate in Land for the State Highway 1 Widening Project, Warkworth

Notice is hereby given that the Minister for Land Information proposes to take, under the Public Works Act 1981, the land described in the First Schedule of this notice (“land”) and the leasehold estate (“lease”) in the land described in the Second Schedule of this notice (“lease land”) on the terms and conditions set out in the Third Schedule of this notice.

The land and the lease are required for construction of the State Highway 1 Widening Project, Warkworth (“project”). More particularly, the land is required for road and the lease is required for the functioning indirectly of a road.

The reasons why the Minister for Land Information considers it reasonably necessary to take the land and the lease are to provide safe and efficient transport infrastructure between Hudson Road and the northern connection of the Puhoi to Warkworth Motorway to State Highway 1; to reduce traffic congestion; and to provide for a connection for Auckland Transport’s proposed Matakana Link Road to State Highway 1.

The owner of the land and the lease land and those persons with a registered interest in it have been served with notice of the Minister for Land Information’s intention to take the land and the lease and advised of their right to object.

Any other person having the right to object may send a written objection to the Registrar, Environment Court, Specialist Courts and Tribunals Centre, Level 2, 41 Federal Street, Auckland 1010, or PO Box 7147, Auckland 1141, or DX CX10086, Auckland, within 20 working days after the date of publication of this notice.

If any objection is made in accordance with this notice, a public hearing will be held with the right of the objector to appear and be heard personally, unless the objector otherwise requires, and each objector will be informed of the time and place of the hearing.

Any person requiring further information in respect of this advice should contact Dean Askew, The Property Group Limited, Level 14, 55 Shortland Street, Auckland 1010; or PO Box 104, Shortland Street, Auckland 1140. Telephone: (09) 309 8546.

North Auckland Land District—Auckland

First Schedule

Land

Area ha	Description
0.0710	Part of Lot 1 Deposited Plan 405448 (part Record of Title 419126); shown as Section 2 on Survey Office Plan 532939.

Second Schedule

Lease Land

Area ha	Description
0.1597	Part of Lot 1 Deposited Plan 405448 (part Record of Title 419126); shown as Area 2A on Survey Office Plan 532939.

Third Schedule

Terms and Conditions for the Lease Land

Purpose for which the lease is required:

The lease is required to allow the Crown to occupy the lease land during the construction of the project. The lease land will be used as a laydown area, access to construction sites and for such other purpose or purposes reasonably required for construction of the project.

Terms of the Lease:

1. Any reference to the Crown in this lease includes its employees, engineers, assistants, consultants, contractors and authorised invitees.
2. The lease shall commence on the 14th day after publication of a proclamation taking the land and the lease in the *New Zealand Gazette*, and terminate on that date three years thereafter (“the Term”).

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3. The registered owner shall be entitled to receive a current market rent for the Term, such rate to be determined by a registered valuer and agreed between the parties or otherwise in accordance with the Public Works Act 1981 at the commencement of the lease.
4. The Crown may, on the giving of written notice to the registered owner, extend the Term for one further period of one year should the project not be completed by the expiry of the original Term. The current market rent shall be reviewed at the time the registered owner is given notice of any such extension.
5. Notwithstanding the Term created, the Crown may terminate the lease at any time by giving the registered owner one month's notice in writing.
6. The Crown shall have the right to occupy the lease land for the purpose stated above for the Term and for the avoidance of doubt such right shall include the right to enter and re-enter the lease land at all times, with or without such vehicles, machinery or materials for the purpose set out in the notice.
7. The Crown shall erect and maintain temporary fencing for the period of construction of the project to provide adequate security to the balance of the property.
8. The Crown shall take all reasonable steps to minimise damage to the lease land arising from the Crown's occupation under the lease and/or the execution of construction of the Project.
9. If the Crown breaches any terms or conditions in the lease, despite anything else in the lease, the registered owner must not in any circumstances cancel the lease or re-enter into possession but may seek such other remedies which are lawfully available to it.
10. The Crown shall at the expiration of the Term, or any extended period taken in accordance with the lease, remove all debris arising from the Crown's occupation under the lease together with any temporary fences, construction machinery, hardstands, and other improvements required to be erected by the Crown during the lease. The Crown shall otherwise restore the lease land to a condition generally in keeping with the character of the lease land prior to entry. The Crown shall complete such work in a good and workmanlike manner.
11. Clauses 4, 5, 6, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 are excluded from the lease.

The land and lease land are located at 27 State Highway 1, Warkworth.

Dated at Wellington this 24th day of September 2019.

HON EUGENIE SAGE, Minister for Land Information.