

**Land Set Apart and Easement Acquired for Soil Conservation and River Control—  
Awanui Stream, Hastings District**

Pursuant to the Public Works Act 1981, and to a delegation from the Minister for Land Information, Janine Stocker, Land Information New Zealand, declares that

- a. Pursuant to section 52, the land described in the First Schedule to this notice is set apart for soil conservation and river control purposes and remains vested in the Hawke’s Bay Regional Council
- b. Pursuant to sections 20(1) and 28 of the Public Works Act 1981 and an agreement to that effect having been entered into, the easement in gross described in the Third Schedule to this notice is acquired over the land described in the Second Schedule to this notice for the purposes of soil conservation and river control upon the terms and conditions set out in the Fourth Schedule to this notice and shall vest in the Hawke’s Bay Regional Council (“Grantee”)

on the date of publication hereof in the *New Zealand Gazette*.

***Hawke’s Bay Land District—Hastings District***

**First Schedule**

*Land Set Apart for Soil Conservation and River Control Purposes*

Area ha	Description
0.0210	Part Section 55 Block III Te Mata Survey District; shown as Section 3 on SO 529770 (part Record of Title HBH4/1130).
0.0318	Part Lot 2 DP 3276; shown as Section 4 on SO 529770 (part Record of Title HBH1/170).

**Second Schedule**

*The Grantor’s Land*

Area ha	Description
1.3039	Part Kakiraawa No 2B Section 2 X Block and Sections 56-57 Block III Te Mata Survey District (Record of Title 349400).

**Third Schedule**

*Easement to be Acquired*

Easement in gross for the purposes of soil conservation and river control over that part of the Grantor’s land shown as marked “A”, “B” and “C” on SO Plan 529770 (“Easement Land”).

**Fourth Schedule**

*Definitions*

**Grantor** means the registered Owners of the land described in the Second Schedule to this notice.

**Easement** means the easement granted under this notice.

**Easement Land** means the land described in the Second Schedule to this notice.

**Stopbank Reconstruction** means the reconstruction and enlargement of the existing Stopbank constructed on the Land as a defence against flooding of the Awanui Stream.

**SCRCA** means the Soil Conservation and Rivers Control Act 1941, including all amendments and any Act passed in substitution for it.

*Easement Rights and Powers*

The full free right liberty and authority in perpetuity for the grantee and its engineers, contractors, officers, agents and workmen to do and carry out the following on the Easement Land:

- a. To enter on the Easement Land by its engineers, officers, agents, and workmen to go, pass and re-pass with or without machinery or vehicles over and along the Easement Land at any time, and from time to time.

## NEW ZEALAND GAZETTE

- b. To delegate to any territorial authority as defined in the Local Government Act 2002 that it is a Catchment Board under the SCRCA or any successor thereto the rights and powers conferred by this grant.
- c. To enter on the Easement Land and do all things as are necessary to maintain the vegetation thereon, and to inspect the state of the Stopbank, and to reconstruct and maintain the Stopbank on the Easement Land in a state of efficiency including repairing, altering, or reconstructing the Stopbank.
- d. To maintain, repair or replace (at the expense of the Grantee) the boundary fences of the Easement Land in accordance with the provisions of the Fencing Act 1978.
- e. To plant, sow and maintain appropriate tree, shrub, plant or grass species on the Easement Land and to prevent interference with or the destruction thereof.
- f. To regulate and prescribe conditions on which water may be pumped, or otherwise conveyed under, through, across, or over the Easement Land to or from the Awanui Stream channel to prevent damage or degradation to the Stopbank and/or Stream Channel.
- g. To prevent or regulate the erection of any structure or fences on the Easement Land.
- h. To prevent or regulate the excavation of the soil on the Easement Land.
- i. To regulate the use of the Easement Land by the Grantor and to require the Grantor at all times to comply with the directions of the Grantee in respect to the use of Easement Land so that the Easement Land shall be maintained and kept in such manner that ensures the integrity of the Stopbank and the associated works.
- j. To prevent the cultivation of the Easement Land by the Grantor.
- k. To prevent the lighting of fires on the Easement Land except under such circumstances and subject to such limitations, conditions, and restrictions as may be prescribed by the Grantee.
- l. Generally to require the doing on or in respect of the Easement Land of any act or thing which may be likely to prevent or mitigate soil erosion or promote soil conservation or the control of floods and to prohibit the doing on or in respect of the Easement Land of any act or thing which may be likely to facilitate soil erosion or floods or in any way damage or threaten the effectiveness of the Stopbank.

The Grantor must not:

- a. Construct any buildings, nor install any permanent equipment, fitting or fixture on the Easement Land.
- b. Excavate the Easement Land, or remove any soil therefrom, or alter the contour or carry out any earthworks of any nature whatsoever on the Easement Land.
- c. Stockpile or permit the stockpiling of any soil, sand, or gravel, or other substance on the Easement Land.
- d. Stockpile or allow the stockpiling of any vegetative matter or light any fire on the Easement Land.
- e. Plant, establish, or allow to become established any cultivated or natural vegetation, including trees or shrubs, unless such planting forms part of a recognised and approved environmental programme and has the written permission of the Grantee.
- f. Allow, do, or permit to be done anything upon the Easement Land, by which the Easement Land or the Stopbank on the Easement Land or any vegetation planted on the Easement Land, including trees and shrubs shall be in any way damaged or which may adversely affect the integrity of the flood control assets along the Awanui Stream.
- g. Damage, or cause or permit to be damaged, any fence erected by the Grantee along the boundary of the Easement Land.

All references to the Grantor shall include their successors in title.

Dated at Wellington this 26th day of February 2019.

J. STOCKER, for the Minister for Land Information.

(LINZ CPC/2005/10893)