

Easement Acquired for a Right of Way—Nelson Park School, Napier City

Pursuant to sections 20(1) and 28 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Kerry McPhail, Land Information New Zealand, declares that, pursuant to an agreement to that effect having been entered into, the Easement described in the Third Schedule to this notice is acquired over the land of Napier City Council (“Grantor”) described in the First Schedule to this notice upon the terms and conditions set out in the Fourth Schedule to this notice, appurtenant to the land of His Majesty The King for a Public School (“Grantee”) described in the Second Schedule to this notice on the date of publication of this notice in the *New Zealand Gazette*.

Hawke’s Bay Land District—Napier City

First Schedule

The Burdened Land

Lot 696 DP 2172 (part Record of Title HBL3/1255)

Second Schedule

The Benefited Land

Lots 599-601, 603-604 and 609-611 on DP 2497 (Record of Title HBC2/98)

Third Schedule

Easement to be Acquired

A Right of Way over that Part of Lot 696 DP 2172 marked A on DP 581862 (“Easement”)

Fourth Schedule

Terms and Conditions

The rights and powers are those implied into rights of way and into all classes of easements by Schedule 5 to the Land Transfer Regulations 2018 (“Regulations”) and the Fifth Schedule to the Property Law Act 2007 (“PLA Schedule”) with the modifications and additions as set out below:

1. The meaning of any words in this instrument shall be that given in clause 1 of the Regulations where applicable.
2. Where the rights and powers prescribed by the Regulations and the PLA Schedule are in conflict the PLA Schedule must prevail, and where either or both conflict with these modifications, these modifications must prevail.
3. Save for that part of the easement facility used as a turning circle (“turning circle”), it is acknowledged that, at the time of the registration of this easement, a suitable easement facility exists.
4. Subject to clause 5 and 7, the Grantor shall be responsible for the repair and maintenance of the easement facility to an appropriate standard. Nothing within this provision shall apply to the turning circle.
5. Nothing contained or implied within this easement, the Regulations or the PLA Schedule imposes any liability upon the Grantor to contribute to the cost of any of the works relating to the establishment, maintenance or repair of the turning circle except where such work has been caused by the actions or omissions of the Grantor or its tenants, servants, agents, workmen, licensees or invitees.
6. Subject to clause 7, the Grantee shall be responsible for ensuring that the turning circle is kept in good repair and is properly maintained. Where the Grantor (acting reasonably) determines that the turning circle has fallen into disrepair the Grantor may provide notice to the Grantee to repair the turning circle within 90 working days. If, following the provision of such a notice, the turning circle is not repaired within that time the Grantor may (without creating any obligation to do so) arrange for the repair of the turning circle and the Grantee shall be liable for all costs relating to such repair and those costs shall be deemed a debt owed by the Grantee to the Grantor.
7. The Grantor and Grantee must promptly carry out at that party’s sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
8. Subject to Clause 11, the Grantor will not do or allow to be done on the burdened land anything that may interfere with or restrict the rights of the Grantee or interfere with the efficient operation of the easement facility.
9. The Grantor and Grantee must at all times comply with all health and safety legislation, regulations, applicable codes of practice and standards and the Grantee must comply with the Grantor’s reasonable health and safety

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policies and procedures, provided that that are notified to the Grantee from time to time.

10. Nothing herein contained is deemed to abrogate limit restrict or abridge any other rights powers and remedies vested in the Grantor by any statute and in particular by the Public Works Act 1981, the Land Drainage Act 1908 and the Local Government Acts 1974 and 2002 or any amendment thereof or any Act or Acts passed in substitution therefor.
11. The Grantee acknowledges and agrees that entry into the burdened land and the Grantee's rights in respect of this right of way easement may be temporarily suspended where the Grantor deems it necessary:
 - a. for repairs and maintenance works necessary on the burdened land;
 - b. in relation to any emergency;
 - c. to protect either the reserve on the burdened land or persons using that reserve; or
 - d. for any other reason related to health and safety upon providing the Grantee with 48 hours' notice.

Dated at Masterton this 5th day of December 2022.

K. McPHAIL, for the Minister for Land Information.

(LINZ CPC/2020/21127)

2022-ln5373

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