

Easement Acquired for Water Supply Purposes—Bird Road, Kaitaia, Far North District

Pursuant to sections 20(1) and 28 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Szi Ming Lee, Land Information New Zealand, declares that pursuant to an agreement to that effect having been entered into the easement described in the First Schedule to this notice is acquired for water supply purposes and shall vest in Far North District Council (“Grantee”) on the date of publication of this notice in the *New Zealand Gazette*.

North Auckland Land District—Far North District

First Schedule

The Easement

A right to convey water easement in gross over the land described in the Second Schedule to this notice on the terms and conditions set out in the Third Schedule to this notice.

Second Schedule

Burdened Land

Part Lot 1 DP 134738 marked A on SO 579707 and an undivided one-half share in Part Lot 4 DP 134738 marked B on SO 579707, comprised in Record of Title NA79C/216 owned by Dennis Rae Panther and Ava Merryll Panther (“First Grantor”) and;

Part Lot 2 DP 411773 marked D on SO 579707 comprised in Record of Title 443750 owned by Bruce Graham Brereton and Tracy May Brereton (“Second Grantor”).

“The Grantor” is the First Grantor and the Second Grantor.

Third Schedule

Terms and Conditions

The rights and powers implied into right to convey water easements by clauses 1, 3, and 10-14 (inclusive) of Schedule 5 of the Land Transfer Regulations 2018 (“Regulations”) except to the extent expressly provided to the contrary in this Schedule.

The rights and powers implied into the Easement by the Regulations are added to, varied, or substituted by the following:

1.1 Clause 12(2) of Schedule 5 of the Land Transfer Regulations 2018 shall not apply.

1.2 The definition of easement facility in clause 1 of the Regulations is varied to read:

- (a) for a right to convey water, means pipes, valves, manholes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.

2. Right to convey water

2.1 The right to convey water includes the right for the Grantee at all times, to install, operate, monitor, keep, repair, renew, inspect, maintain and replace the easement facility (whether above or under the ground), and anything in replacement or substitution on and over the easement area.

2.2 The Grantee shall, at the Grantee’s sole cost, be entitled to:

- 2.2.1 from time to time in consultation with the Grantor trim or remove any trees, overhanging branches, shrubs and bushes that in the reasonable opinion of the Grantee may pose a risk through root intrusion to the easement facility.

2.3 In the exercise of the rights conferred under clause 2.2 the Grantee shall have all of the rights and be subject to the obligations set out in clause 12 of the Regulations, except for clause 12(2) which shall not apply.

3. Grantor’s Obligations

3.1 The Grantor agrees that the easement facility remains the property of the Grantee and the Grantee may at any time remove from the easement area any part or parts of the easement facility but the Grantee must as soon as reasonably practicable at its own cost remedy any damage caused to the burdened land by the removal.

3.2 Clause 10(3) of the Regulations is varied to read:

“The Grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility, including the following:

- (a) placing, planting or growing, or allowing to be placed, planted or grown any plants, trees, shrubs or vegetation on the burdened land, but excluding agricultural crops and pasture, that may interfere with the easement facility and the Grantee’s ability to access it;

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(b) erecting or placing any structure, building, hoarding, sign or other erections on the burdened land that would with the easement facility and the Grantee's ability to access it;

(c) parking vehicles of any kind, or any caravans, trailers or other machinery on the burdened land that would interfere with the easement facility and the Grantee's ability to access to it.

3.3 The Grantor shall ensure that the easement area is kept clear of obstructions at all times.

4. Grantee May Surrender

4.1 The Grantee:

4.1.1 May at any time give the Grantor written notice of its intention to surrender any or all of the Grantee's rights; and

4.1.2 May at any time more than one month after giving the notice, at its own cost, surrender the right/s.

Dated at Wellington this 29th day of May 2023.

M. LEE, for the Minister for Land Information.

(LINZ CPC/2005/10885)

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