

Easement Acquired—Busby Road, Tahawai, Western Bay of Plenty District

Pursuant to sections 20 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, an agreement to that effect having been entered into, a right to convey water in gross is hereby acquired over the burdened land described in the Schedule to this notice and shall vest in the Western Bay of Plenty District Council (“Grantee”) on the date of publication hereof in the *New Zealand Gazette*.

South Auckland Land District—Western Bay of Plenty District

Schedule

A Right to Convey Water in Gross Over the Burdened Land

Lot 2 DP 321971 (RT 87684) marked “B” on DP 583301

Lot 3 DP 321971 (RT 87685) marked “C” on DP 583301

Lot 5 DP 321971 (RT 87687) marked “D” on DP 583301

Lot 6 DP 321971 (RT 87688) marked “E” on DP 583301

Lot 7 DP 321971 (RT 87689) marked “F” on DP 583301

The rights and powers implied in the easement by the Land Transfer Regulations 2018 are varied and added to as follows:

1. Any terms used in this easement that are defined in the Land Transfer Regulations 2018 shall take those meanings.
2. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this easement, the modifications must prevail.
3. Any maintenance, repair or replacement of the Easement Facility/Facilities, whether on the burdened land or similar facilities of the Grantee connected to the easement(s), that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the Grantor) must be carried out promptly by the Grantor and at the Grantor’s sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor must be in proportion to the amount attributable to the act or omission (with the balance payable in accordance with clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).
4. The Grantee’s rights of the Easement Facility or Facilities under this easement are exclusive.
5. The Grantee shall alone determine both the nature of the Easement Facility and where, how and when it is to be laid within the easement area and the agreement of the Grantor is not required to any of these.
6. The Grantee shall have the right to repair, maintain, replace and upgrade the Easement Facility at the Grantees discretion.
7. The words “to the benefited land” are deleted from clause 3(1) in Schedule 5 of the above regulations.
8. No breach of the terms of this easement by the Grantee shall entitle the Grantor to cancel or revoke this easement.
9. The Grantee is not compelled to convey water along the Easement Facility or within the Easement Area.
10. Any rights or immunities from liability or powers or remedies which the Grantee may have by statute or at common law are not affected by this grant and the Grantee shall have those rights or immunities and may exercise those powers or remedies independently of this grant.
11. The exercise of any rights or powers conferred on the Grantee by this instrument shall not entitle the Grantor to the payment of compensation under the provisions of any enactment or at law but nothing in this Clause 11 shall operate as a waiver of the Grantor’s rights or remedies if the Grantee breaches any of the provisions of this instrument.

Dated at Wellington this 13th day of July 2023.

SZI MING LEE, for the Minister for Land Information.

(LINZ CPC/2005/10913)