

Right to Drain Water Easement to be Acquired—State Highway 1, Calico Line, Marton

Pursuant to sections 20(1) and 28 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Zak Sun, Land Information New Zealand, declares that, pursuant to an agreement to that effect having been entered into, a right to drain water easement in gross (“Easement”) is acquired over the land of Ross Keith Hancock and Michelle Kathleen Hancock (“Grantor”), described in the First Schedule to this notice upon the terms and conditions set out in the Second Schedule to this notice and shall vest in Her Majesty The Queen for use in connection with a road (“Grantee”) on the date of publication of this notice in the *New Zealand Gazette*.

Wellington Land District—Rangitikei District

First Schedule

The Servient Land

That Part of Lot 1 DP 6284 marked “A” on SO 524407, comprised in Computer Freehold Register WN50B/910.

Second Schedule

Terms and Conditions

1. Together with the additional rights and powers set out in this Schedule the Easement shall contain the rights and powers implied into a right to drain water by Schedule 4 to the Land Transfer Regulations 2002 with the following modifications:

2. Any terms used in this easement that are defined in Schedule 4 to the Land Transfer Regulations 2002 shall take those meanings.

3. Clause 4 of Schedule 4 to the Land Transfer Regulations 2002 is deleted and replaced with the following:

“4. Right to Drain Water

(1) The right to drain water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to convey water (whether sourced from rain, springs, soakage or seepage) in any quantity through the easement facility and over the servient land.

(2) The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, enlargement, replacement or repair of the easement facility.

(3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility and includes an easement facility laid at any time thereafter along the stipulated course or stipulated area in replacement of that existing easement facility in exercise of the rights set out in clause 10(1)(b).

(4) The term ‘water’ for the purposes of this easement includes stormwater.”

4. Clause 10(1)(b) of Schedule 4 to the Land Transfer Regulations 2002 is deleted and replaced with the following:

“10. General Rights

(10)(b) The right to lay, install and construct an easement facility in replacement of the easement facility referred to in clause 10(1)(1)(a) as the grantee shall from time to time think fit (including the right to excavate the land for the purpose of that construction).”

5. The words “the dominant land or” in Clause 10(3) of the Land Transfer Regulations 2002 shall be deleted for the purposes of this Easement.

6. The grantee shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:

(a) to alter, upgrade, replace, maintain or repair the easement facility as the grantee shall from time to time think fit.

7. The rights provided in clauses 4 and 6 above are subject to the grantee first providing reasonable verbal notice to the grantor, except in the case of an emergency the grantee may enter the servient land without notice.

8. Clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002 is deleted and replaced with the following:

“11. Repair, maintenance, and costs

(1) Subject to subclause 11(3), the grantee is responsible for the repair and maintenance of the easement facility and associated costs, so as to keep the easement facility in good order and to prevent it from becoming a nuisance or a danger.

(2) In carrying out any works under 11(1) the grantee:

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- (i) must meet any associated requirements of the relevant local authority; and
- (ii) must promptly carry out at that party's sole cost any repair and maintenance.

(3) The grantee bears the cost of all work done outside the servient land.

(4) Notwithstanding subclause 11(1), the grantor will be liable to the grantee for all costs associated with the repair and maintenance of the easement facility which are undertaken by the grantee due to damage caused by the wilful act or default of the grantor, providing that if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor, the grantor must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission."

9. The grantor covenants with the grantee that it will not at any time:

(1) Do or permit to be done anything on the servient land which may damage or obstruct the easement facility or which may prevent the grantee from obtaining reasonable access to the easement facility;

(2) Do or permit to be done anything on the servient land which may interfere with or affect the full and free use and enjoyment by the grantee of the rights, powers, licences and privileges granted under the Easement;

(3) Except with the prior written consent of the grantee and then only in accordance with such terms and conditions as the grantee may impose in respect of such consent given:

(a) Plant or cause or allow to be planted any trees on the stipulated course or stipulated area;

(b) Erect or place thereon or cause or allow to be erected or placed on the stipulated course or stipulated area any buildings or other structures or fences (other than a boundary fence).

The existence of the garage and shelter belt trees that are located on the stipulated course or stipulated area at the date of the grant of this Easement, shall not be a breach of this subclause 9(3).

10. The rights and powers set out in this instrument are in addition to those set out in the Fourth Schedule to the Land Transfer Regulations 2002 and where the terms of the instrument are in conflict with the Fourth Schedule to the Regulations 2002, the terms of this instrument shall prevail.

Dated at Wellington this 3rd day of September 2018.

ZAK SUN, for the Minister for Land Information.

(LINZ CPC/2016/19384)