

View Instrument Details



Instrument No	12988793.2
Status	Registered
Date & Time Lodged	16 April 2024 08:38
Lodged By	Fletcher, Adrienne Mhairi
Instrument Type	Gazette Notice/Order in Council/Proclamation



Affected Records of Title	Land District
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NL10D/1176	Nelson
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Annexure Schedule Contains 2 Pages.

Signature

Signed by Joanna Dorothy Cassidy as Crown or Territorial Authority Representative on 15/04/2024 12:00 PM

*** End of Report ***

NEW ZEALAND GAZETTE

Easement in Gross Acquired for Water Supply Purposes—State Highway 6, Punakaiki, Buller District

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, a right of way easement in gross is acquired over the Grantor's land 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 Buller District Council ("Grantee") for water supply purposes on the date of publication of this notice in the *New Zealand Gazette*.

Nelson Land District—Buller District**First Schedule***The Grantor's Land*

Part Section 1 Block IX Brighton Survey District marked B on SO 504661 (part Record of Title NL10D/1176).

Second Schedule*Rights and Powers*

The Easement will contain the rights and powers implied by the Fifth Schedule to the Land Transfer Regulations 2018 varied as set out below.

Interpretation:

1. In this Easement, unless the context requires otherwise:

easement facility means an access track for pedestrian access over the easement area and includes any equipment, structures and fixtures reasonably required for facilitating safe access along the easement area.

Grant of Pedestrian Right of Way

2. The Grantor grants to the Grantee the right for the Grantee and invitees of the Grantee, at all times, to go over and along the easement area at any time, on foot for the purpose of accessing water infrastructure located on the adjoining land.

Grantor's Rights and obligations

3. The Grantor covenants with the Grantee that it will not at any time do or permit to be done anything on the easement area which may damage or obstruct the easement facility or which may interfere with or affect the full free use and enjoyment by the Grantee and the rights, powers and privileges granted under this easement.

Grantee's Rights and obligations

4. The Grantee will use reasonable endeavours to cause as little disturbance and disruption to the carrying on of the normal or reasonable operations of the Grantor or the lawful use of the Burdened Land by the Grantor, although the Grantor accepts that this provision will not prevent, restrict or hinder the Grantee from exercising its rights in a manner consistent with the terms and conditions set out under this easement.

5. The Grantee will have the full, free and unrestricted right, liberty and privilege at any time to:

- a. repair, inspect, maintain, replace, alter, upgrade, and operate the easement facility (and any associated equipment, structures and fixtures reasonably necessary to facilitate safe access) on the easement area; and
- b. excavate the easement area and remove vegetation for all or any of the purposes referred to above; and
- c. lay, place, maintain and replace anchors and associated equipment in the easement area for the purpose of securing any structures and fixtures to facilitate safe access on the easement area; and
- d. enter the easement area with all required machinery and equipment and remain upon the easement area for the purposes of:
 - i. maintaining, inspecting, repairing, renewing, altering, replacing and upgrading, the easement facility (including the right to excavate land for the purpose of that construction); and
 - ii. carrying out in or under the easement area anything that the Grantee may consider necessary, convenient or desirable to do for the exercise by the Grantee of its rights under this Easement.

6. In exercising its rights under this Easement the Grantee will:

- a. at all times use reasonable care and skill when exercising the rights and powers under this Easement and carry out any works permitted by this Easement in a good workmanlike manner and as expeditiously as possible; and
- b. cause as little inconvenience to the Grantor as is reasonably practicable when exercising all or any of the rights

NEW ZEALAND GAZETTE

given to the Grantee pursuant to this Easement; and

- c. indemnify the Grantor against all actions, proceedings, claims, demands, losses, damages (physical or monetary), costs, expenses or liabilities of any kind suffered or incurred by any third person as a result of any use of the easement facility by the Grantee; and
- d. sufficiently compensate and indemnify the Grantor or rectify any damage caused by any subsequent maintenance or defect in the easement facility, where such damage has not been caused by the Grantor or by the Grantor's lessees or invitees and the Grantor and its lessees or invitees are not responsible for such defects.

Repair, Maintenance and Costs

7. Subject to clause 8, the Grantee is solely responsible for the maintenance and repair (and any action undertaken pursuant to clause 5) of the easement facility to ensure that the easement facility is kept in good order and to prevent it from becoming a danger or nuisance.

8. Any repair or maintenance of the easement facility that is attributable to an act or omission by the grantor must be promptly carried out by the grantor at their sole cost, or the grantee may at its sole discretion undertake such repair or maintenance and recover the costs as a debt from the Grantor.

9. Except in the case of an emergency, before carrying out any maintenance and/or repair pursuant to clause 7 the Grantee must, to the extent that such works may interfere with or restrict the rights of the Grantor, provide the Grantor with reasonable notice setting out the timing of the works and take all reasonable steps to minimise any inconvenience to the Grantor.

General

10. Where there is any conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 and this instrument, the provisions of this instrument must prevail.

11. For the avoidance of doubt the rights and powers implied by the Fifth Schedule of the Property Law Act 2007 are negated, the grant not being a vehicular right of way.

Dated at Masterton this 4th day of January 2023.

K. McPHAIL, for the Minister for Land Information.

(LINZ CPC/2005/10755)

2024-In1606

11-04-2024 09:06



Title Plan - SO 504661

Survey Number	SO 504661
Surveyor Reference	3120 - BDC Punakaiki Water Supply
Surveyor	Christopher John Coll
Survey Firm	Chris J Coll Surveying Ltd
Surveyor Declaration	I Christopher John Coll, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b) the survey was undertaken by me or under my personal direction. Declared on 25 Jun 2021 05:48 PM

Survey Details

Dataset Description	Sections 1 and 2	Survey Class	Class B
Status	Approved as to Survey	Survey Approval Date	15/07/2021
Land District	Nelson	Deposit Date	
Submitted Date	25/06/2021		

Territorial Authorities

Buller District

Comprised In

RT NL8C/1148
RT NL10D/1176

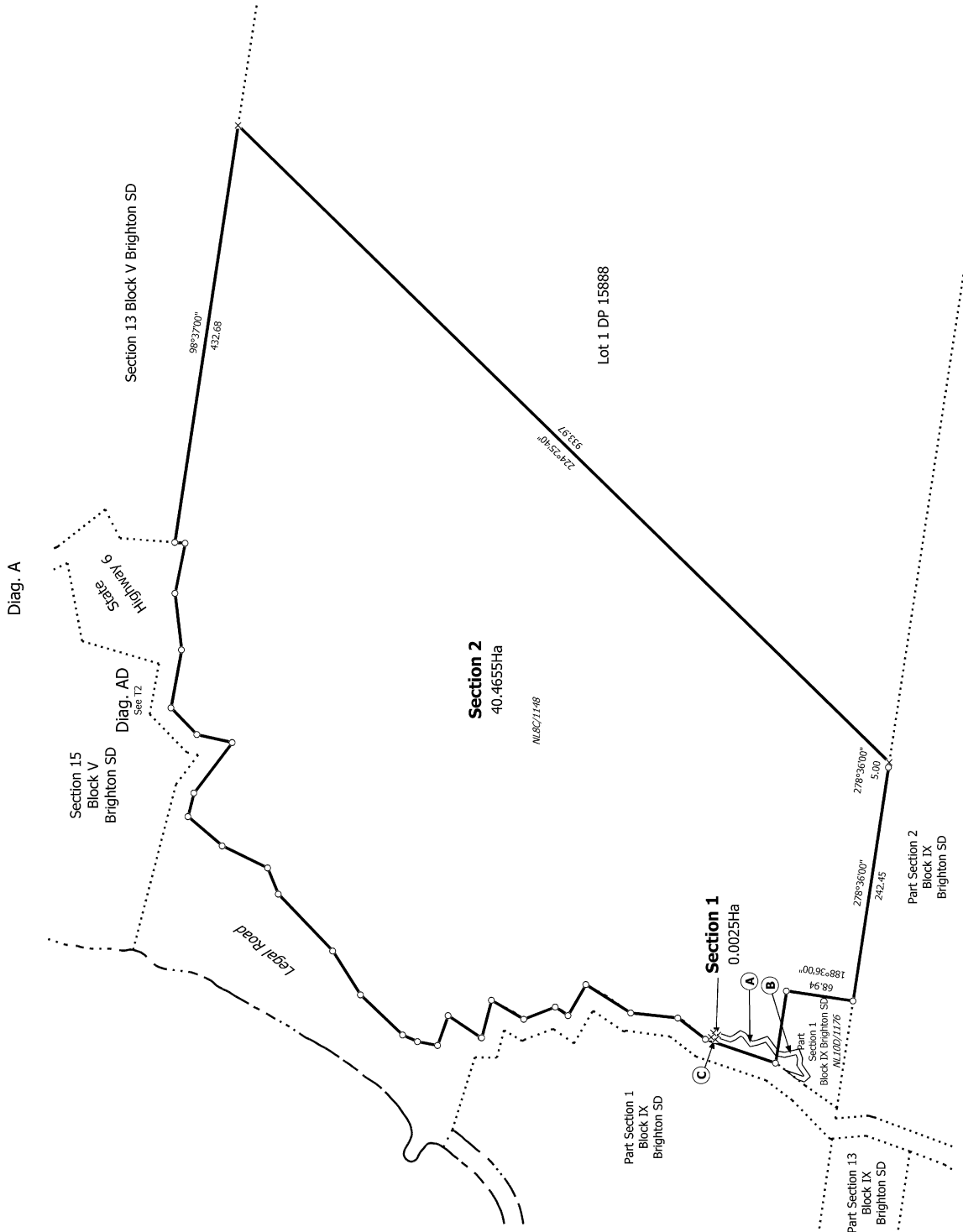
Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Survey Office Plan 504661	Easement		
Section 2 Survey Office Plan 504661	Fee Simple Title	40.4655 Ha	
Section 1 Survey Office Plan 504661	Legalisation	0.0025 Ha	
Area B Survey Office Plan 504661	Easement		
Area C Survey Office Plan 504661	Easement		
Total Area		<hr/> 40.4680 Ha	

Schedule / Memorandum

LAND REGISTRATION DISTRICT**Nelson****PLAN NUMBER****SO 504661****TERRITORIAL AUTHORITY****Buller District Council**

SCHEDULE OF EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERVIENT LAND (BURDENED LAND)	GRANTEE
Right of Way.	A	Section 2 SO 504661	Buller District Council
	B	Part Section 1 Block IX Brighton SD	
Right to Convey Water.	C	Section 2 SO 504661	



T 1/7

Land District: Nelson	Sections 1 and 2		Surveyor: Christopher John Coll Firm: Chris J Coll Surveying Ltd	Title Plan SO 504861 Approved on: 15/07/2021
Digitally Generated Plan Generated on: 15/07/2021 5:11pm Page 3 of 9				



Diag. AD

Section 15 Block V Brighton SD

Section 13
Block V
Brighton SD

183°21'00"
10.64
98°37'00"
432.68

281°26'00"
52.55

263°22'00"
58.46

280°23'00"
60.45

225°53'00"
38.22

192°35'00"
37.12

01°59'
100.40-406

284°11'00"
24.84

220°36'00"
46.23

206°02'00"
51.68

247°50'00"
28.95

226°16'00"
80.75

237°42'00"
53.23

Section 2
40.4655Ha

State Highway 6
Legal Road

T 2/7

Land District: Nelson

Sections 1 and 2

Title Plan
SO 504861
Approved on: 15/07/2021

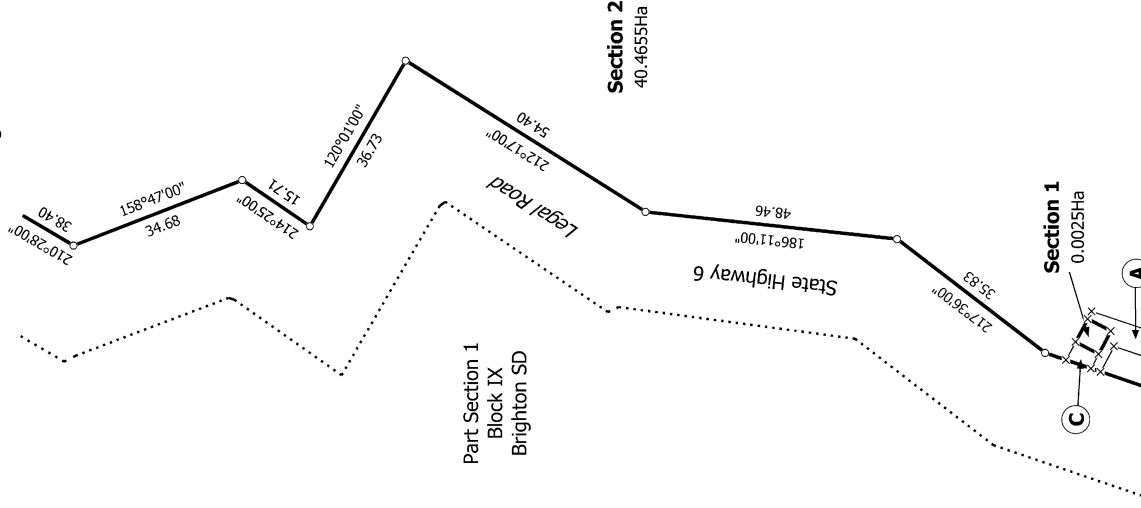
Surveyor: Christopher John Coll
Firm: Chris J Coll Surveying Ltd

Digitally Generated Plan

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Diag. AB



T 3/7

Sections 1 and 2

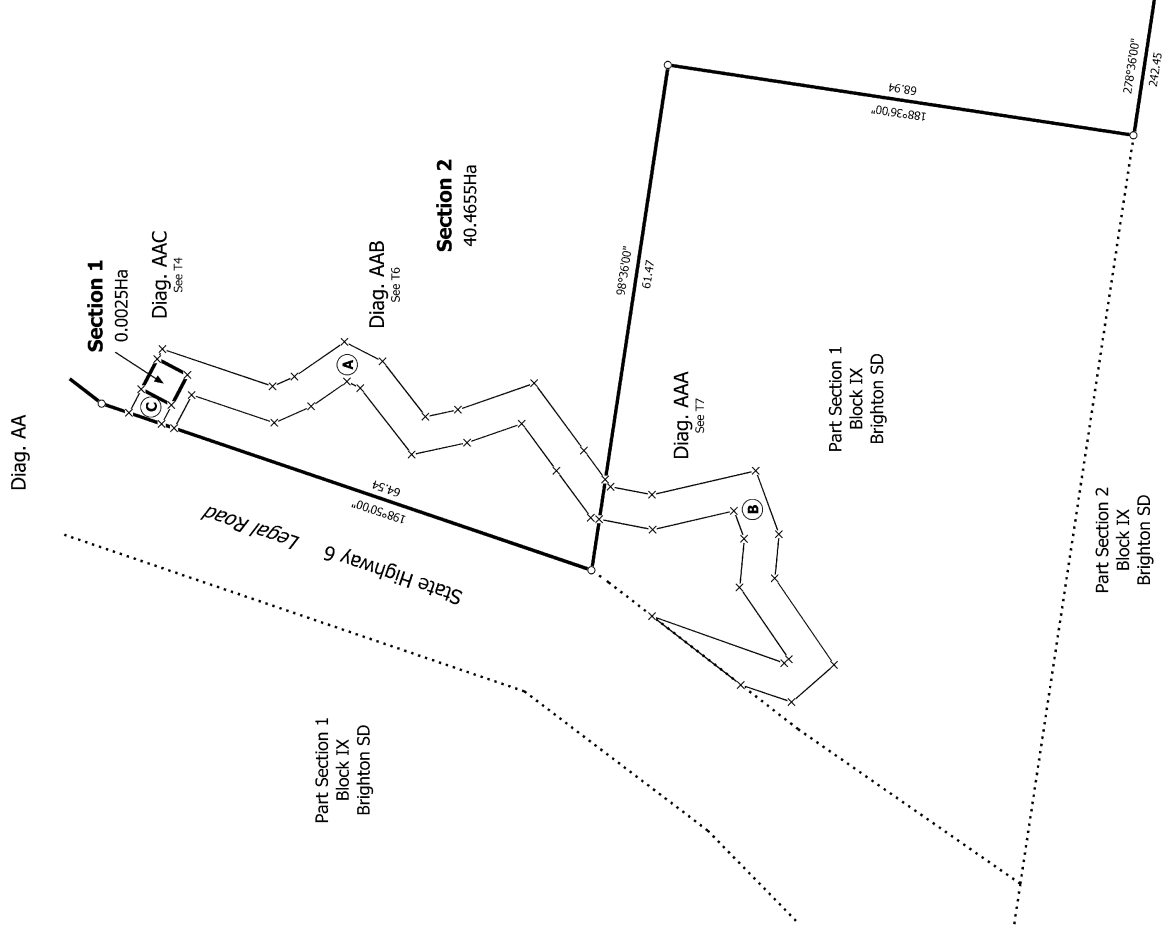
Land District: Nelson

Digitally Generated Plan

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Surveyor: Christopher John Coll
Firm: Chris J Coll Surveying Ltd

Title Plan
SO 504661
Approved on: 15/07/2021

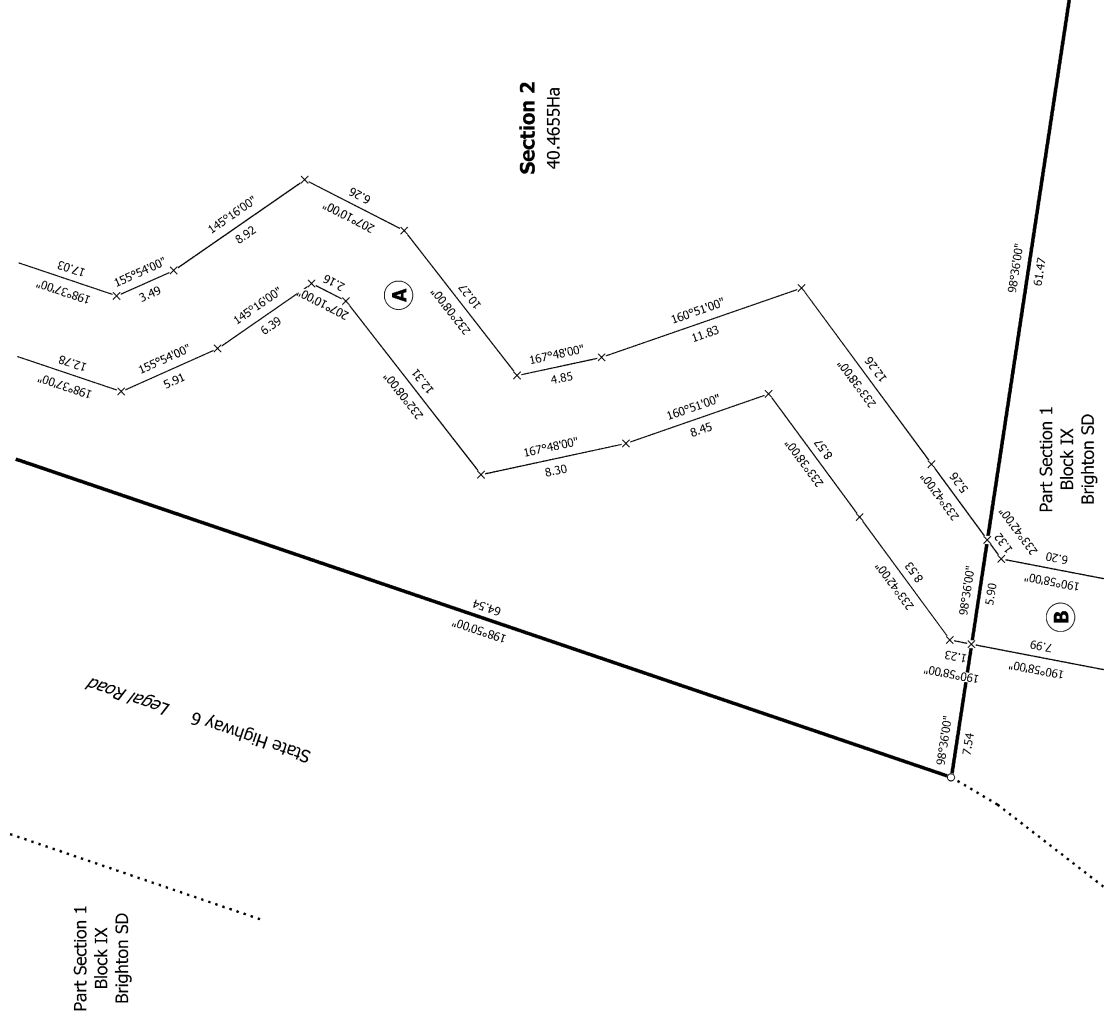


T 5/7

Land District: Nelson	Sections 1 and 2		Surveyor: Christopher John Coll Firm: Chris J Coll Surveying Ltd	Title Plan SO 504861 Approved on: 15/07/2021
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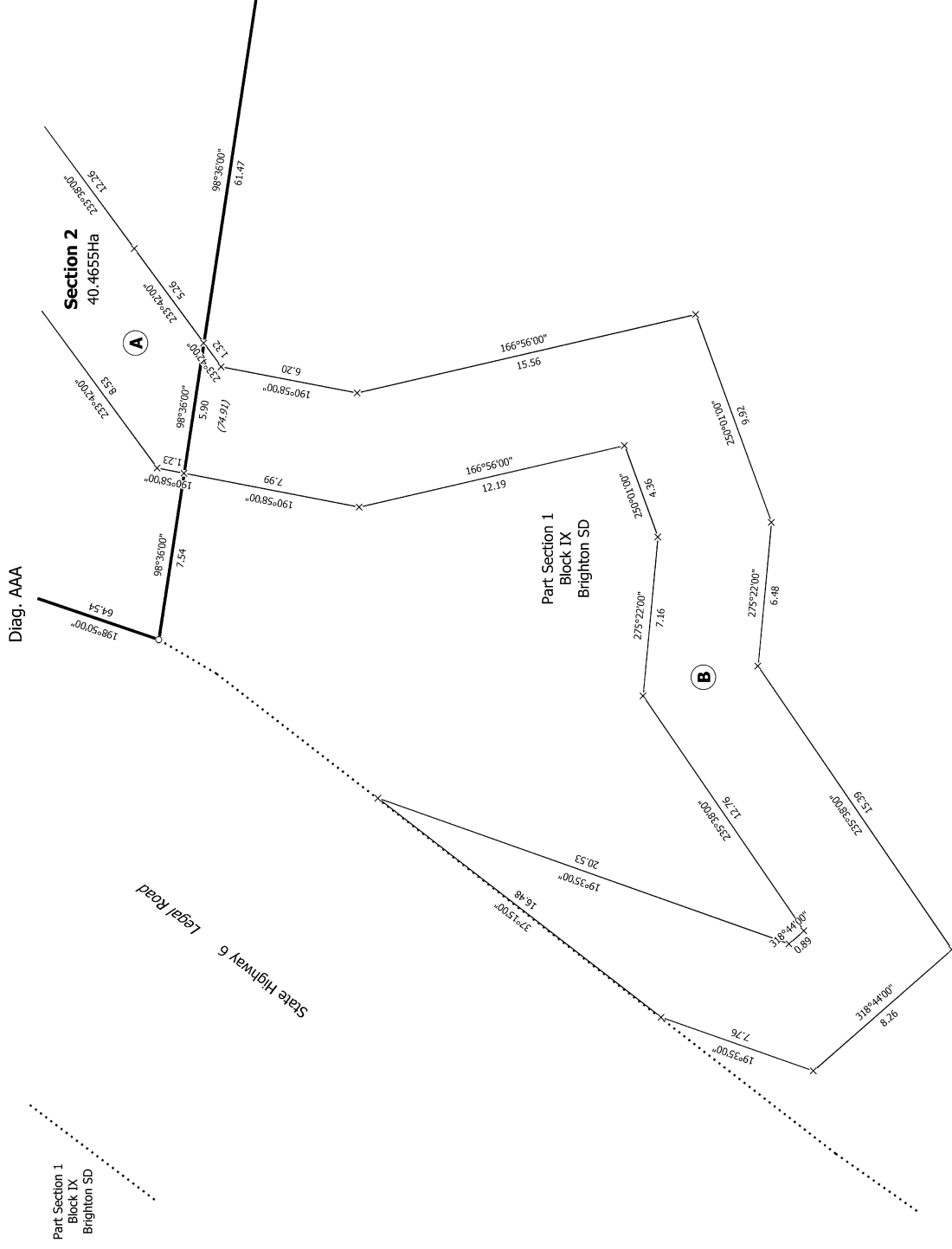


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T 6/7

Land District: Nelson	Sections 1 and 2		Surveyor: Christopher John Coll Firm: Chris J Coll Surveying Ltd	Title Plan SO 504661 Approved on: 15/07/2021
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