

amalgamated with the land in certificate of title 3B/1051, subject to mortgage No. 176002.2.

(c) Declares the land described in the Third Schedule to be taken under section 119 (1), and amalgamated with the land in certificate of title, 3B/1051, subject to mortgage No. 176002.2.

### Gisborne Land District

#### First Schedule

Area m <sup>2</sup>	Being
1041	Part Section 140, Patutahi Rural; marked "N" on S.O. 6810.

#### Second Schedule

Area m <sup>2</sup>	Adjoining or Passing Through
204	Section 2, Block II, Patutahi Survey District; marked "B" on S.O. 6777 (now known as Section 7, Block II, Patutahi Survey District).
3673	Section 2, Block II, Patutahi Survey District; marked "D" on S.O. 6777 (now known as Section 8, Block II, Patutahi Survey District).
101	Section 2, Block II, Patutahi Survey District; marked "E" on S.O. 6777 (now known as Section 9, Block II, Patutahi Survey District).
2196	Section 2, Block II, Patutahi Survey District; marked "H" on S.O. 6777 (now known as Section 10, Block II, Patutahi Survey District).
3834	Section 2, Block II, Patutahi Survey District; marked "K" on S.O. 6808 (now known as Section 11, Block II, Patutahi Survey District).
1662	Section 123A, Patutahi Rural; marked "R" on S.O. 6810.

#### Third Schedule

Area m <sup>2</sup>	Being
139	Part Section 140, Patutahi Rural; marked "P" on S.O. 6810.

S.O. 6777 and 6810 are held in the office of the Chief Surveyor at Gisborne.

Dated at Gisborne this 16th day of November 1992.

R. H. WINMILL, District Manager.

(DOSLI Na. D.O. 7975-C3528)

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### Easements Acquired for Radio Transmitter Site and Related Access at Tikitiki

Pursuant to section 20 (1) of the Public Works Act 1981, and to a delegation from the Minister of Lands, the District Manager, Department of Survey and Land Information, Gisborne, declares that an agreement to that effect having been entered into, the easements described in the Second Schedule hereto, are acquired as easements in gross over those parts of the land described in the First Schedule as are specified in the Second Schedule and shall vest in the Poverty Bay Electric Power Board (called "the grantee") for the purposes of a radio transmitter site on the date of publication in the *Gazette*. Such easements shall be surrendered by the Minister of Lands by notice published in the *Gazette* at the request of either party.

### First Schedule

#### Gisborne Land District

Area ha	Being
176.0383	Turitaka Part A3 Block situate in Blocks V and IX, Waiapu Survey District, comprised in certificate of title 2A/1101, being also Turitaka A3B and A3A2B Blocks.

### Second Schedule

#### Gisborne Land District

##### *Right to Install, Maintain and Operate a Radio Transmitter Installation:*

The right to transmit and receive telecommunications and radio signals together with a right to erect such aerials, communications equipment, transmission towers and buildings necessary for such purpose and lawfully permitted on that part of the land described in the First Schedule marked "A" on S.O. 8559.

##### *Right of Way:*

A right of way over that part of the land described in the First Schedule marked "B" on S.O. 8559, limited however to use in connection with the installation, operation and maintenance of the radio transmitter installation.

S.O. 8559 is held in the office of the Chief Surveyor at Gisborne.

##### *Additional Rights Included in the Easements:*

1. The right for the grantee, its agents and workmen, together with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon those parts of the land over which the easements are granted and remain there for any reasonable time for the purpose of constructing, inspecting, cleaning, repairing and maintaining the right of way and radio transmitter installation.

##### *Terms, Conditions and Covenants Relating to the Easements:*

1. The grantee shall not be required or empowered to fence the boundaries of the right of way or the radio transmitter installation site.
2. The registered proprietor may fence across the right of way but in so doing shall erect within such fence a farm gate which will permit the passage of vehicles along the right of way.
3. The grantee, its agents and workmen shall close all gates opened for the purpose of access and shall not do or permit anything to be done on the land which disturbs stock grazing on the land.
4. Neither the registered proprietor nor the grantee shall be required to maintain the right of way but either may at their own expense maintain or improve the right of way to a standard sufficient for their own purposes.
5. The grantee shall, with the prior approval of the registered proprietors which will not be unreasonably withheld, be entitled to deviate from the defined line of right of way by reason of the topographical features from time to time making it impracticable to adhere to the defined right of way.
6. The grantee will be solely responsible for the provision of adequate protection for its aerials, communications equipment, transmission towers and buildings installed on the site.
7. The registered proprietors will not be liable for any accidental damage to the grantors aerials, communications equipment, transmission towers and buildings.
8. The registered proprietors or their tenants shall have the right at all times to enter onto those parts of the within land