



Belmont Quarry Development – Part A

Substantive Application
Appendix A.9.1 – Encumbrances
Winstone Aggregates

16 August 2026

638593 TE

(Approved by the District Land Registrar, Wellington.—No. 2224)

(C.)

[New Zealand]

Memorandum of Transfer

WHEREAS WILLIAM HENRY ERIC McMILLAN of the City of Lower Hutt, Mechanic
(hereinafter called "the Transferor")

is
being registered as the proprietor of an estate in fee simple
subject, however, to such encumbrances, liens, and interests as are notified by memorandum
underwritten or endorsed hereon in, ^{FIRSTLY} in that piece of land situate in the Block IX of the Belmont
Survey District containing Five acres one rood six perches
(5a. 1r. 6p.) be the same a little more or less

being parts of Sections 60 and 187 of the Hutt District and being the
balance of the land in Certificate of Title Volume 348 Folio 91 (Wellington,
Registry) limited as to parcels (hereinafter called "the dominant tenement")

AND SECONDLY all that piece of land situated in Block IX of the Belmont
Survey District containing ~~Eighteen Acres Three Roods Thirty and Two One Hundredths~~
~~(18acs. 3rds. 30.02p.)~~ ^{Perches}
being parts Sections 187 and 202 Hutt District and being also ~~part of~~ ^{lots 4 and 5}
~~Deeds Plan 23363~~ ^{balance}
and all C.T. Volume D1 Folio 588/
Volume 549 Folio 176/(Wellington Registry) limited as to parcels (hereinafter
called "the servient tenements")

AND WHEREAS the Transferor has for the consideration hereinafter appearing
agreed to sell and DANIEL AUGUSTUS KOTLOWSKI of the City of Lower Hutt,
Foreman-Ganger and MONICA MARY KOTLOWSKI his Wife (hereinafter called "the
Transferees") have agreed to purchase the dominant tenement AND in consid-
eration of such purchase the Transferor ^{and the said Keith John McMillan} has agreed to grant to the Transfer-
ees as and in the nature of an easement appurtenant to the dominant tenement
the right to take water from the stream running through the servient tenement
and for that purpose to have lay and maintain a line of water-pipes from the
said stream over the servient tenements of the dimensions and in the position
and subject to the terms hereinafter set forth NOW THIS MEMORANDUM OF TRANSFER
WITNESSETH that in consideration of the premises and in further consideration

***KEITH JOHN McMILLAN of Lower Hutt, Company Director is registered as proprietor of an estate in fee simple
in all that parcel of land containing ONE HUNDRED AND EIGHTY FIVE ACRES FOURTEEN AND NINETY EIGHT ONE HUNDREDTHS
PERCHES (18acs. 14.98p.) more or less situate in Block IX of the Belmont Survey District being part Sections 187
and 202 Hutt District and being also lots 2 and 3 on Deposited Plan 23363 and part of Lot 2 on Deeds Plan 578 and
being all the land in Certificate of Title Volume D1 Folio 587 limited as to parcels SUBJECT to Fencing Covenant
in Transfer Number 620305

In ~~Consideration~~ of the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500)
paid to the Transferor by the Transferees

(the receipt whereof is hereby acknowledged) the Transferor

DOTH

~~DO~~ HEREBY TRANSFER to the said Transferees

all his estate and interest in the ~~said piece of land~~ dominant tenement AND for the consideration aforesaid ~~THE TRANSFEROR~~ and the said Keith John McMe ~~DO~~ HEREBY TRANSFER ~~lan~~ AND GRANT unto THE TRANSFEREES or other the registered proprietor or proprietors of the dominant tenement and his or their tenants full free and uninterrupted right liberty and licence following TO THE INTENT that the same shall be an easement subject as hereinafter appears forever appurtenant to the dominant tenement that is to say:-

1. TO take and convey water in free and unimpeded flow and in any reasonable quantity (except during periods of necessary cleaning or repairing) from the stream on the servient tenements at the point of intake marked "intake" on the plan annexed hereto and convey such water therefrom to the dominant tenement by the pipe-line hereinafter referred to.

2. TO lay place and maintain a line of water-pipes from the said point of intake along the line marked "pipe-line" on the plan annexed hereto to the point on the boundary line between the servient tenements and the dominant tenement marked "outlet" on the plan annexed hereto.

3. TO enter upon and remain upon the servient tenements with or without servants, agents, engineers and workmen and with or without any necessary vehicles, implements, tools, pipes and materials of any kind for the purposes of laying and maintaining and repairing and from time to time renewing the said pipe-line and opening up the soil of the servient tenements as shall be necessary and reasonable in that respect AND the Transferees DO HEREBY COVENANT with the Transferor as follows that is to say:-

1. THAT Transferees and their servants, agents, engineers and workmen in the exercise of all or any of the rights hereby granted will cause as little damage as possible to be done to the surface and freehold of the servient tenements and will at the cost of the Transferee effect all work with reasonable despatch and restore the said surface as nearly as possible to its then former condition or state and as may be necessary will replace the soil thereof with the surface and turf thereof consolidated to its proper level and if necessary will re-sow the same in English grasses with proper quantities of seed and manure for the

~~IN WITNESS WHEREOF~~ these presents have been executed this ----- day of

one thousand nine hundred and ----- full width and extent to which the same shall have been disturbed or interfered with and further the Transferee will compensate the Transferor for all damage caused by any such work to any cultivation crop of any kind for the time being sown or growing or in the course of harvesting upon the said land.

2. THAT the Transferees will keep and maintain the said pipe-line in good and serviceable repair and shall not nor will permit the same to fall into despair nor do damage of any kind nor become a nuisance by bursting or leaking or any other cause whatsoever.

3. THAT the transferees will not call upon the Transferor to erect or repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the dominant tenement and any land adjoining thereto the property of or occupied by the Transferor but this covenant shall not enure for the benefit of any purchaser or other occupier of any such adjoining land.

IN WITNESS WHEREOF these presents have been executed this 28th day of May 1965.

SIGNED by the said DANIEL AUGUSTUS KOTLOWSKI in the presence of:-

Daskottowski

Solicitor
Lawyer

Memo for DLR.

- ① Check of Draught Transfer.
- ② Proposed definition of water easement by diagram.

W.H.E. McMillan.
C.T. 549/176 } 4th arto parcels - but part now subject of DP 23363.
(situate in Blk IX Belmont SD being Pt Sec 157 & 202 Hunt Dist.
being Pt Lot 2 Reels P 578 and Lots 1-5 DP 23363.

CT 748/91 4th arto parcels. Pt Sec 60 & 157 Hunt Dist. situate in
Blk IX Belmont SD.

W.H.E. McMillan.

Consent 15197 by D.A. & M.M. Koflowski.

- ② Bearings and distances (in links) and boundary
intersections will be required to fix the easement.
also width of the easement will be required.

a water supply line is shown on D.P. 23363 but
the only satisfactory fixed point would appear to be
the tank on lot 4 DP 23363⁴ (See F.B. 198 p. 80).

a satisfactory diagram will be acceptable

O. a matter for DLR.

J.H. Mason.
6.1.7. Surveyor. Lly.
12.6.65. 6.2.65

Note the Part lot 2 Reels P 578 is being transferred from
W.H.E. to K.J. McMillan T 620305 C.T. 01/587 -
W.H.E. has ordered a new C.T. for lot 5 DP 23363 (N.O. 620307)
D.H.
9-2-65

4
1/4/14

(12)

POINTS TO BE CONSIDERED

- (1) Four counter clerks accept 250 documents each in a day but they only check to see that all titles and other documents are present, assess the fees and attach advice sheets. They are not counter clerks as we know them. The checking of the document is done later in the Memorial Section (See 9.). The counter clerks could be quite junior officers. What are the "advice sheets" referred to?
- (2) We cut out search fees and recompensed ourselves by charging extra registration fees on both transfers and mortgages - they have cut out fees for new C/T's and for extra titles and loaded the cost on to transfers only. The report says all transfers. Would that mean Transfers of Leases and of Mortgages?
- (3) If there is some sort of audit how are those presented by hand and those by post distinguished from one another to ensure payment has been made for post registration - see (23) and (25).
- (4) Documents are laid out face up with top two inches showing and are numbered on the two visible corners apparently inside the document.

1234 1234
- (5) If the documents are never folded again I cannot understand how they are filed. But perhaps they are folded after registration is completed - but if so the number would have to be endorsed again presumably on the outside for filing purposes.
- (6) The times 9.30, 9.32, 9.34, 9.36, 10.1, 10.15 etc. are all mentioned so probably the book is made up 1 minute to a line. A registration clerk might arrive at 10.45 a.m. and sign up against line 9.51 for instance and if he started actual registration at 11.15 his registration would all be timed 9.51 or 54 minutes before he arrived and 1 hour 24 minutes before his first document was actually accepted.
- (7) If a firm fails to answer when called, does it go to the bottom or just lose its place temporarily? And if it gets back into the queue without going to the end does it retain its original time for its registration? The illustration of the two firms A & B arriving at 9.34 and 9.36 respectively and B's transfer actually registered by 10.1 a.m. being stopped by A's caveat not actually put in till 10.15 reminds me of Wm. McBride's contention that a

SIGNED by the said MONICA MARY KOTLOWSKI in the presence of:-

M. M. Kotlowski

Monica Mary Kotlowski
Solicitor
Home Hill

SIGNED by the said WILLIAM HENRY ERIC McMILLAN in the presence of:-

W. H. E. McMILLAN

William Henry Eric McMILLAN
Solicitor
Home Hill

SIGNED by the said KEITH JOHN McMILLAN in the presence of:-

W. H. E. McMILLAN

Keith John McMILLAN
Solicitor
Home Hill

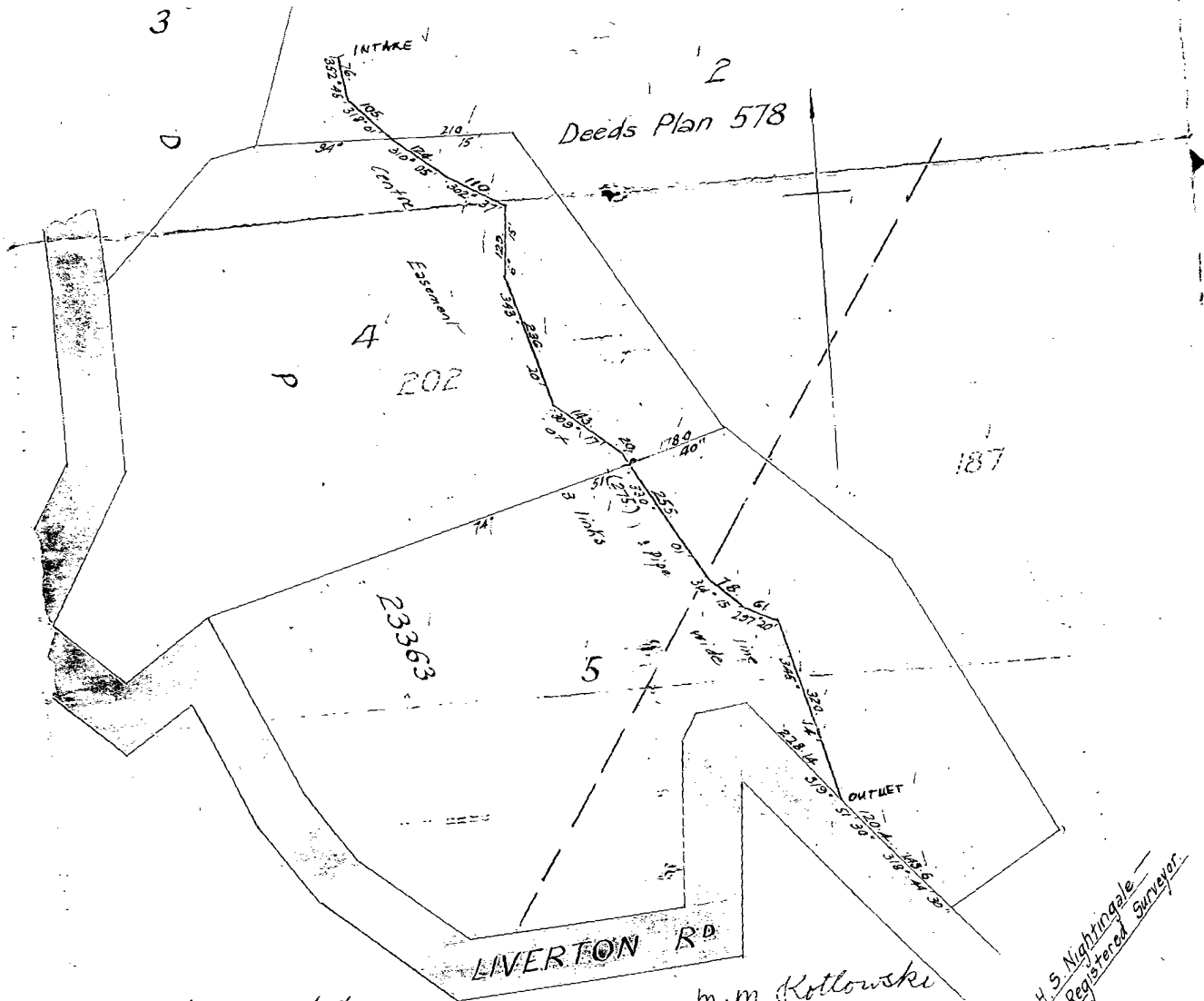


Diagram Accepted.
for ~~Drainage~~
Easement Purposes.
only. A.B.C.
26/10/65.

Scale: - 2 Chains to an Inch.

M. M. Kotlowski
Dist.

W. H. E. McMILLAN

H. S. Nighringale
Registered Surveyor

638593

D3-654

Transfer of FREEHOLD LAND AND GRANT OF
PIPE-LINE EASEMENT

situated in HUTT COUNTY

Correct for the purposes of the Land Transfer Act 1952

William Henry Eric McMillan

Solicitor for the Transferee.

W.H.E. McMILLAN Transferor

D.A. & M.M. KOTLOWSKI Transferee

I William Henry Eric McMillan as Mortgagee
under Memorandum of Mortgage No. 620306 HEREBY
CONSENT to the within Easement.

W.H.E. McMillan

Particulars entered in the Register Book.

549/176, D1/587, 588.

the 20 JUL 1965 19
at 2.1 pm o'clock



Assistant Land Registrar
District of WELLINGTON.

Recorded in DP 23363.

N.B.C. 26/10/65

LAND & DEEDS	
Signature:	<i>John & C. H. Grant of a</i>
Firm:	<i>Hogg & Co</i>
	20 JUL 1965
Time:	2 1
Fee:	£-4 12/-
Abstract No.	37758

HOGG, GILLESPIE, CARTER & OAKLEY,

SOLICITORS

WELLINGTON & LOWER HUTT.



701267 EC

(T)

EASEMENT CERTIFICATE

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

A. DRY CREEK HOLDINGS LIMITED a duly incorporated company having
its registered office at Wellington

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Wellington on the 30th day of January 1967 under No. 28205 are the easements which it is intended shall be created by the operation of *section 90A* of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	1	Yellow	Part Section 200 Hutt District Certificate of Title 489/ 101 Block IV Belmont Survey District Deposited Plan 28205	Part Volume 489 Folio 101

Transfer 701268 of Lot / Plan 28205 - 6.3.1967

1. Rights and powers:

State whether any rights or powers set out here are in addition to or in substitution for those set out in the *Seventh* Schedule to the Land Transfer Act 1952.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Dated this 31st day of January 19 67

~~Signed by the above named~~
~~in the presence of~~
THE COMMON SEAL of DRY CREEK
HOLDINGS LIMITED was hereunto
affixed by and in the presence
of:-



My hand & seal in

E. Bogmuda Director

Witness:

Occupation:

Address:

701267

163

No.

EASEMENT CERTIFICATE

situated in Land District of Wellington

Particulars entered in the Register-book,

Vol. 489, folio 107

the

6-MAR 1967

19

at 12.27 o'clock.

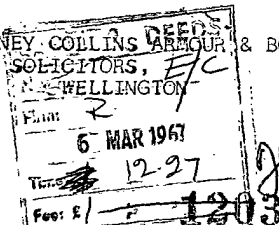


of the District of

WELLINGTON

Noted
DP 28205
J. B. B.
13/3
①

RAINEY, COLLINS ARMOUR & BOOCK,



Correct for the purposes of the Land Transfer Act.

Boock
Solicitor for the Registered Proprietor.

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS
BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO
CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO
DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

THE HUTT CITY COUNCIL
CONSENT NOTICE PURSUANT TO
SECTION 221 RESOURCE MANAGEMENT ACT 1991

CONO 5835385.2 Cons

Cpy - 01/01, Pgs - 002, 11/12/03, 08:36



DocID: 410887551

IN THE MATTER of Lots 4,5 AND 100
DP 322126

AND

IN THE MATTER of Subdivision
Consent pursuant to sections 105,
108, 220 and 221 of the Resource
Management Act 1991

Pursuant to sections 108 and 220 of the Resource Management Act 1991 The Hutt City Council by resolution passed under delegated authority on 13 June 2002. Imposed the following conditions on the subdivision consent for the subdivision of LOTS 4,5 AND 100, BEING SUBDIVISION OF PT. LOT 2 DEEDS PLAN 578 that:

The owners note and comply with the following requirements:

1. The grazing of pigs and goats and the keeping of mustelids shall be prohibited.
2. All site works and/or building within the Lots is to be in accordance with the recommendations of the 'Statement of Professional Opinion' from Sawrey Consulting Engineers dated 29 April 2002.
3. All restrictive covenants and land covenants as shown on the face of the scheme plan 469SCH4D shall apply.
4. Any building consent application shall be accompanied by a plan to a scale of 1:4000 showing lot boundaries, defined building area and the building site. In addition any maximum roof heights imposed by the Consent Order issued 19 October 2001 shall be shown.
5. The developers and future owners shall note that the domestic water supply does not meet Council's Code For Domestic Supply. Nor does it meet the fire fighting capability as specified under the Code Of Practice for Fire fighting Water Supplies 1992. A firefighting capability in respect of a fire risk may be achieved by alternative means subject to approval by the NZ Fire Service or the Rural Fire Authority. Council shall be advised of the method of providing firefighting capability and potable water prior to the issue of Building Consent.
6. Stormwater run-off from all buildings, driveways and other impervious surfaces are to be directed to a natural watercourse within the allotment concerned.
7. Prior to issue of building consents on the land details and siting of the septic tanks shall be submitted by a Registered Engineer in accordance with NZS 4610:1982 for approval by Council. This application should comply with Rule 7 of the Wellington Regional Council Regional Plan for Discharge to Land and shall include all necessary reports required by that rule.

DATED at Lower Hutt this 4th day of July 2003.
For and on behalf of THE HUTT CITY COUNCIL

M. H. L.

Authorised Officer

FORM 3
EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT A PRENDRE, OR CREATE LAND
COVENANT
SECTIONS 90A AND 90F, LAND TRANSFER ACT 1952

EI 5835385.4 Easemen

Cpy - 01/01, Pgs - 006, 11/12/03, 08:38



DocID: 410887665

Land registration district

Wellington

Grantor

Surname must be underlined

Stuart Sinclair COTTLE and Linda Patricia COTTLE

Grantee

Surname must be underlined

Stuart Sinclair COTTLE and Linda Patricia COTTLE

Grant* of easement or profit à prendre or creation of covenant:

The Grantor, being the registered proprietor of the respective servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement (s) or profit à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 2nd day of July 2003

Attestation

A. <u>S.D. Cottle</u> B. <u>Linda Patricia Cottle</u>	Signed in my presence by the Grantor <u>[Signature]</u> Signature of witness
	Witness to complete in BLOCK LETTERS (unless legibly printed) Witness name Occupation Edwin Frederick Ruthven Cooke Solicitor Address Greytown
Signature [common seal] of Grantor	

A. <u>S.D. Cottle</u> C. <u>Linda Patricia Cottle</u>	Signed in my presence by the Grantee <u>[Signature]</u> Signature of witness
	Witness to complete in BLOCK LETTERS (unless legibly printed) Witness name Occupation Edwin Frederick Ruthven Cooke Solicitor Address Greytown
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated 2nd July 2003

Page 2 of 4 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement for telecommunications electricity supply	D on Lot 322126	Lot 4 88258	Lot 5 CT 88259

**Easements or *profits a prendre*
rights and powers (including
terms, covenants and conditions)**

Delete phrases in [] and insert Memorandum number
as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers **are added to** by:

the provisions set out in Annexure Schedule 2

Covenant provisions

Delete phrases in [] and insert Memorandum number as required

Continue in additional Annexure Schedule if required.

All signing parties and either their witnesses to Solicitors must sign or initial in this box

A. D. Battle *[Signature]* *[Signature]* *[Signature]* *[Signature]*

ANNEXURE SCHEDULE 2

Easement Instrument

Dated 2nd July 2003 Page 3 of 4 pages

Easements or profits à prendre, rights and powers (including terms, covenants and conditions) (continued)

The maintenance provisions in the fourth Schedule to the Land Transfer Regulations 2002 are modified by the addition as follows:

11.(5) Any maintenance, repair or replacement of the Easement Facility that is necessary because of any act or omission by either party (which includes any agents, employees, contractors, sub-contractors or invitees of that party) must be carried out promptly by that party responsible at their sole cost.

All signing parties and either their witnesses to Solicitors must sign or initial in this box

The box contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'S.D. Gottle', followed by a signature that looks like 'J. P. ...', then a large 'R', a checkmark, and finally a signature that looks like 'J. ...'.

ANNEXURE SCHEDULE 3

Easement Instrument

Dated 2nd July 2003 Page 4 of 4 pages

Rabobank New Zealand Limited, as Mortgagee by virtue of Mortgage No. B 155134.2, of Certificate of Title WN 31B/40 hereby consents to the within easements and covenants.

SIGNED for RABOBANK NEW ZEALAND LIMITED by its Attorneys in the presence of: <u>Jos Peter de Groot</u> <u>John Peter Larcomb</u> Signature of Consenting Party	Signed in my presence by the Consenting Party <u>J. R. O'Neil</u>
	Signature of witness <u>4/9/03</u>
	Witness to complete in BLOCK LETTERS (unless legibly printed)
	Witness name <u>Tania Ramari Quinn-Hoke</u> Occupation <u>Bank Officer</u> Address <u>Wellington</u>

Certified correct for the purposes of the Land Transfer Act 1952

E. Clarke
Solicitor for the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **Jos Peter de Groot** and **John Peter Larcomb**
Senior Manager and Manager respectively, both of Wellington in New Zealand do hereby
certify:

1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited,
appointed us as its attorney's on the terms and subject to the conditions set out in the
said deed.
2. THAT the power of attorney was deposited in the Land Transfer Office at:

Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1
3. THAT as the date hereof we have not received any notice or information of the
revocation of that appointment by the winding up of the said Rabobank New Zealand
Limited or otherwise.

SIGNED at Wellington this 4th day of September 2003.



Jos Peter de Groot



John Peter Larcomb

FORM 3
EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT A PRENDRE, OR CREATE LAND
COVENANT
SECTIONS 90A AND 90F, LAND TRANSFER ACT 1952

EI 5835385.5 Easemen

Cpy - 01/01, Pgs - 005, 11/12/03, 08:39



DocID 410887566

Land registration district

Wellington

Grantor

Surname must be underlined

Stuart Sinclair COTTLE and Linda Patricia COTTLE

Grantee

Surname must be underlined

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

Grant* of easement or *profit à prendre* or creation of covenant

The Grantor, being the registered proprietor of the respective servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement (s) or *profit à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 25th day of August 2003

Attestation

A. <u>[Signature]</u> S S Cottle B. <u>[Signature]</u> L P Cottle Signature [common seal] of Grantor	Signed in my presence by the Grantor <u>[Signature]</u> Signature of witness Witness to complete in BLOCK LETTERS (unless legibly printed) Witness name Occupation Edwin Frederick Ruthven Cooke Address Solicitor Greytown
---	---

Fletcher Concrete and Infrastructure Limited A. <u>[Signature]</u> C. <u>[Signature]</u> Signature [common seal] of Grantee	Signed in my presence by the Grantee <u>[Signature]</u> Signature of witness Witness to complete in BLOCK LETTERS (unless legibly printed) Witness name JAN BURROWES Occupation SECRETARY Address AUCKLAND
---	--

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
[Solicitor for] the Grantee

**If the consent of any person is required for the grant, the specified consent form must be used.*

Annexure Schedule 1

Easement instrument

Dated 25th August 2003

Page 2 of 4 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement for quarrying effects	LT 322126	Lot 4 88258 Lot 5 88259 100 88260	Fletcher Concrete and Infrastructure Limited

**Easements or *profits a prendre*
rights and powers (including
terms, covenants and conditions)**

Delete phrases in [] and insert Memorandum number
as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are added to by:

the provisions set out in Annexure Schedule 2

Covenant provisions

Delete phrases in [] and insert Memorandum number as required
Continue in additional Annexure Schedule if required.

All signing parties and either their witnesses to Solicitors must sign or initial in this box

[Handwritten signatures and initials]

ANNEXURE SCHEDULE 2

Easement Instrument

Dated 25th August 2003 Page 3 of 4 pages

Easements or profits à prendre, rights and powers (including terms, covenants and conditions) (continued)

The Grantor hereby transfers and grants to the Grantee an easement for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to carry on all quarrying activities on the land adjacent to the Servient Tenement in a manner authorised under the Resource Management Act 1991 and which may have adverse effects on the Servient Tenement, including (but without limitation):

- (a) the emission of noise, vibrations, earth movement and dust over the Servient Tenement and effects of explosion on the Servient Tenement; and
- (b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the Servient Tenement.

Covenants, Terms and Conditions

The Grantor and the Grantee acknowledge and confirm that:

1 ~~The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.~~

2 Any dispute which may arise between the parties out of or in connection with the easement ("Dispute") shall be referred to and resolved by arbitration by a sole arbitrator under the Arbitration Act 1996. The arbitral proceedings shall commence on the date that a written request for the Dispute to be referred to arbitration as received by the respondent. The arbitrator shall be appointed by the parties to the initial Dispute failing agreement within ten working days, after the date of receipt of the written request the arbitrator shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand law Society or the Nominee of such president or vice president. The place of the arbitration shall be Auckland, New Zealand. The substantive law of New Zealand shall apply to the arbitration. No arbitral proceedings are to be commenced in respect of any Dispute unless the written request for the Dispute to be referred to arbitration is received by the respondent within three months of the time when the matter or matters giving rise to the Dispute first came to the attention of the parties seeking to commence the arbitral proceedings.

3 Clauses 3 and 6 of the Second Schedule of the Arbitration Act 1996 shall apply to any arbitral proceedings under this easement. All other clauses in the Second Schedule shall not apply.

4 This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors in title and assigns of the Grantor.

5 The Grantee may grant any licence or right in respect of any estate or interest conferred by this easement and may assign any such estate or interest.

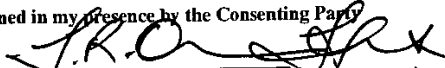
All signing parties and either their witnesses to Solicitors must sign or initial in this box

ANNEXURE SCHEDULE 3

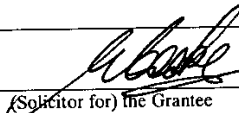
Easement Instrument

Dated 25th August 2003 Page 4 of 4 pages

Rabobank New Zealand Limited, as Mortgagee by virtue of Mortgage No. B 155134.2, of Certificate of Title WN 31B/40 hereby consents to the within easements and covenants.

SIGNED for RABOBANK NEW ZEALAND LIMITED by its Attorneys in the presence of: Jos Peter de Groot   John Peter Larcomb Signature of Consenting Party	Signed in my presence by the Consenting Party  Signature of witness <u>4/9/03</u> Witness to complete in BLOCK LETTERS (unless legibly printed) Witness name Tania Ramari Quinn-Heke Occupation Bank Officer Address Wellington
---	--

Certified correct for the purposes of the Land Transfer Act 1952


(Solicitor for) the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **Jos Peter de Groot** and **John Peter Larcomb**
Senior Manager and Manager respectively, both of Wellington in New Zealand do hereby
certify:

1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited,
appointed us as its attorney's on the terms and subject to the conditions set out in the
said deed.

2. THAT the power of attorney was deposited in the Land Transfer Office at:

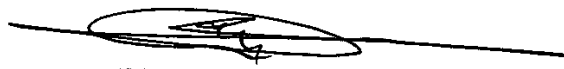
Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1

3. THAT as the date hereof we have not received any notice or information of the
revocation of that appointment by the winding up of the said Rabobank New Zealand
Limited or otherwise.

SIGNED at Wellington this 4th day of September 2003.



Jos Peter de Groot



John Peter Larcomb



View Instrument Details

Instrument No 9032630.1
Status Registered
Date & Time Lodged 28 September 2012 09:38
Lodged By Donaldson, Sandra-Li Shirley
Instrument Type Encumbrance



Affected Computer Registers Land District

WN31D/969

Wellington

Annexure Schedule: Contains 4 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Encumbrancer Representative on 25/09/2012 03:33 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Clare Stanley as Encumbrancee Representative on 28/09/2012 09:26 AM

*** End of Report ***

Encumbrancer	Fletcher Concrete and Infrastructure Limited
Encumbrancee	Hutt City Council
Nature or security	Annual rent charge of \$1.00 per annum
Length of term	999 years
Payment date(s)	1 st of January of each year, if demanded
Rate(s) of interest	
Event(s) in which the sum, annuity, or rent charge becomes payable:	

If demanded or if terms of encumbrance breached by Encumbrancer

ANNEXURE SCHEDULE

1 Parties

- 1.1 Fletcher Concrete and Infrastructure Limited ("the Encumbrancer").
- 1.2 Hutt City Council, a body corporate pursuant to the Local Government Act 2002 ("the Encumbrancee").

2 Background

- 2.1 The Encumbrancer applied to the Encumbrancee for a resource consent to undertake work on the land at 541-560 Hebden Crescent, Kelson Lower Hutt being:
 - (1) that parcel of land containing 19.7170 hectares more or less being Part Lot 1 on Deposited Plan 22561 and being all the land comprised and described in Certificate of Title WN31D/969; and
 - (2) that parcel of land containing 52.7260 hectares more or less being Lot 1 on Deposited Plan 60552 and being all the land comprised and described in Certificate of Title WN31B/39,
 ("the Land").
- 2.2 Resource Consent was applied for on 26 September 2011 under consent number RM110304 ("the resource consent").
- 2.3 As a condition of the granting of resource consent the Encumbrancer has agreed to enter into and execute this Memorandum for the purpose of formalising and legalising the

protection of vegetation in a 7 metre wide area adjoining the northern boundary of Certificate of Title WN31D/969 [shown on Covenant Plan 452503 marked "Area A"] ("Vegetation Area") in order that no vegetation may be removed or destroyed from the Vegetation Area, except to control weeds.

3 Agreement

- 3.1 The Encumbrancer enters into this Memorandum of Encumbrance for the benefit of the Encumbrancee and covenants with the Encumbrancee as set out in clause 4 below.

4 Covenants and Conditions

- 4.1 The Encumbrancer covenants with the Encumbrancee to protect the Vegetation Area [marked "Area A" on Covenant Plan 452503] to the extent that no vegetation will be removed or destroyed from the Vegetation Area, except to control weeds.
- 4.2 The Encumbrancer covenants to otherwise comply with the terms of the resource consent.
- 4.3 The Encumbrancer encumbers the land for the benefit of the Encumbrancee with an annual rent charge of \$1.00 to be paid to the Encumbrancee by the first day of January in each year if demanded by that date. The first payment if so demanded is due on or before the 31st day of January next succeeding the date of this Memorandum.
- 4.4 No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this Encumbrance and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of their covenants or provisions of this Memorandum.
- 4.5 This Memorandum shall be fully binding on all transferees, assignees, successors in title, owners and occupiers of any estate or interest in the Land for the time being.
- 4.6 Section 203 Property Law Act 2007 applies to this Memorandum of Encumbrance as if it were a mortgage, provided however that a prior owner may be personally liable for a breach of a covenant of this Memorandum that occurred while such person was the owner of the Land notwithstanding that the owner for the time being of the Land is also liable for a breach of a covenant of this Memorandum.
- 4.7 Subject to the provisions of this Memorandum, the Encumbrancee will be entitled to all of the powers and remedies given to any party entitled to the benefit of an encumbrance under the Land Transfer Act 1952 and the Property Law Act 2007, but excluding the powers of sale afforded to a mortgagee.

- 4.8 The Encumbrancer shall permit the Encumbrancee (and its employees, contractors and agents) to enter onto the Land at reasonable times to ensure compliance with the covenants in this Memorandum.
- 4.9 The Encumbrancer shall pay the costs of the Encumbrancee relating to the preparation, registration and enforcement of this Memorandum.
- 4.10 The Encumbrancer shall and does indemnify and keep indemnified the Encumbrancee from and against all actions, suits, claims and demands which are made in consequence of or upon the grounds of the exercise of the Encumbrancee of its rights or remedies under this Memorandum.
- 4.11 If the Encumbrancer fails to comply with the covenants of this Memorandum, the Encumbrancee may at its sole discretion and at the cost of the Encumbrancer do all or some of the following:
 - 4.11.1 Require the Encumbrancer to pay the rent charge;
 - 4.11.2 Bring an action against the Encumbrancer for specific performance of the covenants of this Memorandum;
 - 4.11.3 Prevent any person from approaching, using or occupying the Land;
 - 4.11.4 Bring a prosecution under the Resource Management Act 1991, or any Act passed in substitution thereof;
 - 4.11.5 Pursue any other remedies available to it.
- 4.12 The Encumbrancer shall be entitled to a discharge of this Memorandum of Encumbrance if the covenants set out above become obsolete.
- 4.13 In this Memorandum, unless the context otherwise requires:
 - 4.13.1 The expression "the Encumbrancer" shall include and bind the person executing these presents and its transferees, assignees, successors in title, and owners and occupiers for the time being.
 - 4.13.2 Words importing one gender shall include the other as the case may require.
 - 4.13.3 Words importing the singular or plural shall include the plural or singular number respectively.

View Instrument Details



Instrument No	10476608.1
Status	Registered
Date & Time Lodged	23 June 2016 10:44
Lodged By	Dahya, Anna Brooks
Instrument Type	Covenant (All types except Land covenants)



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
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WN31B/39	Wellington
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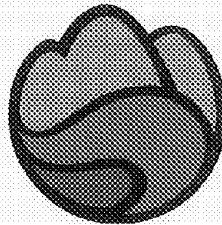
WN31D/969	Wellington
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Annexure Schedule: Contains 14 Pages.

Signature

Signed by Anna Brooks Dahya as Grantor/Grantee Representative on 23/06/2016 10:32 AM

*** End of Report ***



QEII National Trust
Open Space New Zealand
Ngā Kairauhī Papa

Open Space Covenant

5-07-755

Fletcher Concrete and Infrastructure Limited

Queen Elizabeth the Second National Trust

Open space covenant

Covenant no. 5-07-755

Parties

Fletcher Concrete and Infrastructure Limited (the Covenantor)

Queen Elizabeth the Second National Trust (the National Trust)

Background

- A The National Trust is established under the Queen Elizabeth the Second National Trust Act 1977.
- B Section 22 of the Queen Elizabeth the Second National Trust Act 1977 authorises the National Trust to agree and enter into open space covenants with private landowners.
- C The Covenantor wishes to protect and preserve certain significant natural environmental values and open space values on the Covenant Area as defined in this deed.
- D The Covenantor and the National Trust now wish to record the agreed objectives, terms and conditions of the open space covenant in this deed.

Operative provisions

Part A—Purpose and objectives

1 Creation of open space covenant

- 1.1 The Covenantor and the National Trust agree to enter into an open space covenant within the meaning of section 22 of the Act in favour of the National Trust on the terms and conditions set out in this deed with the intent that the covenant created by this deed shall run with and bind the Land comprising the Covenant Area in perpetuity.

2 Purpose and objectives

- 2.1 The Covenantor and the National Trust agree that the purpose of this deed is to protect, maintain and enhance the Open Space Values of the Covenant Area and in particular to achieve the following objectives:
 - 2.1.1 Protection and enhancement of the natural character of the Covenant Area with particular regard to the indigenous flora and fauna;
 - 2.1.2 Maintenance and enhancement of the landscape value of the Covenant Area;
 - 2.1.3 Enhance the contribution that the Covenant Area makes to the protection of indigenous biodiversity, by encouraging (where appropriate) the restoration of indigenous vegetation cover on the Covenant Area; and
 - 2.1.4 Prevention of subdivision (within the meaning of the Resource Management Act 1991 or any other equivalent replacement legislation) of the Covenant Area.

Part B—Terms and conditions

3 Disposition of the land comprising the Covenant Area

- 3.1 If the Covenantor wishes to sell or otherwise dispose of all or any part of the Land comprising the Covenant Area the Covenantor must:
 - 3.1.1 Notify the National Trust of such sale or other disposition and provide the National Trust with the name and contact address of the new owner, lessee or licensee; and

- 3.1.2 If any such sale or other disposition occurs before registration of this deed by the Registrar-General of Land:
- (a) Ensure such sale or other disposition is made expressly subject to the objectives, terms and conditions of this deed; and
 - (b) Obtain the agreement of the party to whom such sale or other disposition is made to comply with and be bound by the objectives, terms and conditions of this deed.

- 3.2 If the Covenantor sells or otherwise disposes of all or any part of the land comprising the Covenant Area to a company, the covenants contained in this deed will bind a mortgagee in possession, receiver, the Official Assignee, liquidator, statutory manager or statutory receiver to the fullest extent permitted by law.

4 Appearance and condition of the Covenant Area

- 4.1 No act or thing may be done or placed or permitted to be done or remain on the Covenant Area which in the reasonable opinion of the Board materially alters the appearance or condition of the Covenant Area or is prejudicial to the Covenant Area as an area of open space as defined in the Act.

- 4.2 In particular, the Covenantor must not do nor permit others to do any of the following activities on and in respect of the Covenant Area without the prior written consent of the National Trust, which consent will not be unreasonably withheld (and if given may be given with reasonable conditions imposed to any consent) if the National Trust is satisfied that such activity does not conflict with the purpose and objectives of this deed:

- 4.2.1 Fell, remove, burn or take any native trees, shrubs or plants of any kind or in any state whatsoever;
- 4.2.2 Plant any trees, shrubs or plants or scatter or sow any seed of any trees, shrubs or plants, other than local native species sourced from the ecological district within which the Covenant Area is situated;
- 4.2.3 Introduce any noxious substance or substance otherwise injurious to plant life except in the control of pests;
- 4.2.4 Move or remove any rock or stone, blast, mark, paint, deface or otherwise disturb the ground;
- 4.2.5 Construct or erect any building or structure or undertake any exterior alterations to any existing building or structure;
- 4.2.6 Erect or display any sign, notice, hoarding or advertising material of any kind except for signs identifying the Covenant Area or indicating walking tracks that are or may be established on the Covenant Area;
- 4.2.7 Carry out any prospecting or exploration, mining or quarrying of any minerals, petroleum or other substance or deposit;
- 4.2.8 Deposit any rubbish, debris or other materials, except in the course of undertaking maintenance or approved construction works, provided that on completion of any such maintenance or construction works all rubbish, debris and other materials not required for the time being are removed as promptly as possible and the Covenant Area left in a clean and tidy condition;
- 4.2.9 Allow any livestock on the Covenant Area; or
- 4.2.10 Cause deterioration in the natural flow, supply, quantity or quality of water of any river, stream, lake, wetland, pond, marsh or any other water resource affecting the Covenant Area.

Open space covenant

Covenant no. 5-07-755

5 Third party access to the Covenant Area

- 5.1 If the Covenantor is notified by any person or authority of an intention to erect any structure or infrastructure, or carry out any other works on the Covenant Area, the Covenantor must as soon as reasonably possible:
- 5.1.1 Inform the person or authority of the existence of this deed;
 - 5.1.2 Inform the National Trust of the proposed intentions of any such person or authority; and
 - 5.1.3 Not consent to or otherwise allow the undertaking of the proposed works or any other works by such person or authority without the prior written consent of the National Trust.
- 5.2 Any such person or authority will be the responsibility of the Covenantor during the course of any approved works being carried out within the Covenant Area.

6 Management of the Covenant Area

- 6.1 The National Trust may provide technical advice or assistance to the Covenantor as is appropriate and practical to assist in meeting the purpose and objectives set out in this deed.
- 6.2 The Covenantor and the National Trust may agree on a Management Plan for the Covenant Area. The Covenantor and the National Trust may revise the Management Plan from time to time and will do so if reasonably required by the other party.
- 6.3 If any question arises in relation to the management of the Covenant Area or any other matter touching or concerning this deed then the Covenantor and the National Trust will use their best endeavours in good faith to promptly resolve the question amicably by conference and negotiation between the Covenantor and the Chief Executive of the National Trust, provided that any resolution does not in any way diminish the purpose and objectives of this deed.
- 6.4 If the Covenantor is in default of the Covenantor's obligations under this deed (including any agreed Management Plan, if any), the following will apply:
- 6.4.1 The National Trust may give notice to the Covenantor stating the nature of the Covenantor's default, the reasonable actions required to remedy the default and providing a reasonable timeframe within which the Covenantor must remedy the default (Default Notice);
 - 6.4.2 If, on expiry of the timeframe specified in any Default Notice, the Covenantor's default has not been remedied the National Trust will give further notice to the Covenantor advising that if the default advised of in the Default Notice is not remedied within a further reasonable timeframe specified by the National Trust then the National Trust will be entitled to arrange for the undertaking of any works required to remedy such default and may recover the cost in all things of doing so from the Covenantor as a debt payable on demand; and
 - 6.4.3 If, on expiry of the further reasonable timeframe specified in clause 6.4.2, the Covenantor's default has not been remedied the National Trust may arrange for the undertaking of any works required to remedy such default and may recover the cost in all things of doing so from the Covenantor as a debt payable on demand.

7 Pest plants and animals

- 7.1 It is the Covenantor's responsibility to control all weeds and pests in the Covenant Area to the extent required by any statute and in particular to comply with the provisions of, and any notices given under the Biosecurity Act 1993 and the Wild Animal Control Act 1977.
- 7.2 In particular, the Covenantor must keep the Covenant Area free from any exotic species specified from time to time in any agreed Management Plan for the Covenant Area.

8 Fire

- 8.1 If fire threatens the Covenant Area the Covenantor must, as soon as practical, notify the appropriate fire authority.

9 Fences and gates

- 9.1 The Covenantor and the National Trust will agree on fencing requirements on the boundary of the Covenant Area from time to time as reasonably required in order to protect the Covenant Area from stock.
- 9.2 If stock types and/or stock levels on land adjacent to any unfenced boundary of the Covenant Area is likely to have a detrimental effect on the Covenant Area, then the Covenantor must at the Covenantor's cost erect appropriate stock-proof fencing on the affected unfenced boundary of the Covenant Area.
- 9.3 It is the Covenantor's responsibility to keep and maintain all fences and gates on the Covenant boundary in good order, repair and condition as reasonably required (including replacement when that is reasonably required). The provisions of the Fencing Act 1978 will apply on title boundaries.

10 Entry and access**Trust access**

- 10.1 On giving reasonable notice to the Covenantor, the National Trust may through its officers, employees, contractors or agents enter the Covenant Area for the purpose of:
- 10.1.1 Viewing the state and condition of the Covenant Area;
- 10.1.2 Ascertaining compliance by the Covenantor with the objectives, terms and conditions of this deed and any approved management plan; and
- 10.1.3 Remedying any default by the Covenantor pursuant to clause 6.3.

Public access

- 10.2 The Covenantor may, in its sole discretion, permit members of the public to have freedom of entry and access to the Covenant Area provided that in giving any such permission the Covenantor must:
- 10.2.1 Give due consideration to any specific management issues relating to the Covenant Area from time to time;
- 10.2.2 Ensure that regard is had to the purpose and objectives of this deed during such access; and
- 10.2.3 In particular, ensure that the prohibitions set out in clause 4.2 are complied with during such access.

Part C—General provisions**11 Variations**

- 11.1 The National Trust and the Covenantor may vary the terms of this deed provided that any such variation is in accordance with section 22A of the Act which states that a variation cannot be contrary to the purpose and objectives of this deed.
- 11.2 No variation to the terms of this deed will have any force or effect unless it is in writing, signed by the National Trust and the Covenantor and registered by the Registrar-General of Land.

12 Confidentiality

- 12.1 In accordance with the National Trust's privacy policy and to recognise the Covenantor's rights as a private person and/or landowner and the close relationship of trust, co-operation and partnership existing between the Covenantor and the National Trust, the National Trust will keep confidential all information in its knowledge and possession relating to the Covenantor, the Covenantor's activities in the Covenant Area, the management of the Covenant Area by the Covenantor and the monitoring of the Covenant Area by the National Trust and will not disclose any such information without the prior written approval of the Covenantor except:

- 12.1.1 Where that is necessary to carry out the National Trust's obligations and enforce the National Trust's rights under this deed;
- 12.1.2 To the extent required by law or the order of any court of competent jurisdiction.

- 12.2 To the extent the National Trust is required by law or court order to disclose any such information referred to in clause 12.1, the National Trust shall seek to avoid or limit disclosure on whatever grounds are available (including, without limitation, the Covenantor's privacy, the existence of an obligation of confidence, the desirability of ensuring continued information flows from the Covenantor and, if relevant, commercial sensitivity), so as to protect the Covenantor's rights to confidentiality to the maximum extent possible.

13 Costs

- 13.1 The Covenantor may be required, at the Board's discretion, to pay the Board's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Board's rights, remedies and powers arising under and from this deed.
- 13.2 The Covenantor may be required, at the Board's discretion, to pay the Board's costs, including administration costs, associated with any variation, requested by the Covenantor, to the registered open space covenant provided for by this deed.

14 Notices

- 14.1 Any consent, approval, authorisation or notice to be given by the Board or the National Trust may be given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or postal address of the Covenantor or to the solicitor acting on behalf of the Covenantor.

15 Severability

- 15.1 If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause of this deed is

illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed will not be affected.

16 Governing law

- 16.1 This deed is governed by the law of New Zealand. The Covenantor and the National Trust submit to the non-exclusive jurisdiction of its courts and will not object to the exercise of jurisdiction by those courts on any basis.

17 Waiver

- 17.1 A waiver of any right, power or remedy under this deed must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

- 17.2 The fact that a party fails to do or delays in doing something the party is entitled to do under this deed does not amount to a waiver.

18 Limitation of liability

- 18.1 If any Covenantor is also a trustee of a trust, then that person warrants that:

- 18.1.1 that person has power to be the Covenantor (as the case may be) under the terms of the trust;
- 18.1.2 that person has properly signed this deed in accordance with the terms of the trust;
- 18.1.3 that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this deed;
- 18.1.4 all of the persons who are trustees of the trust have approved entry into this deed; and
- 18.1.5 if that person has no right to or interest in any of the assets of the trust except in that person's capacity as trustee of the trust, that person's liability under this deed shall not be personal and unlimited but shall be limited to an amount equal to the value of the assets of the trust that are available to meet that person's liability unless the right of that person to be indemnified from the assets of the trust has been lost and, as a result, the other party to this deed is unable to recover from that person that amount.

Open space covenant

Covenant no. 5-07-755

19 Counterparts

- 19.1 This deed may be signed in any number of counterparts all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.

20 Electronic communication

- 20.1 The National Trust and the Covenantor agree that this deed whether signed or unsigned by the parties, or any other document relating to this deed, still has legal effect whether it has been:

20.1.1 received in electronic form or is in an electronic communication; and/or

20.1.2 referred to in an electronic communication that is intended to give rise to that legal effect.

- 20.2 The paper original of any document provided in electronic form or by electronic communication must be available to the National Trust on request.

- 20.3 Both parties to this deed agree that an original document is defined as a paper original and electronic copy of the paper original.

21 Definitions and interpretation

- 21.1 In this deed unless the context requires otherwise, the following definitions apply:

Act means the Queen Elizabeth the Second National Trust Act 1977

Board means the board of directors of the National Trust in terms of section 4 of the Act

Chief Executive means the person appointed under section 18(1)(a) of the Act

Covenant Area means the area or areas of the Land described in Schedule 2 – Land as outlined and indicated on any plan annexed to this deed

Covenantor means the person, persons or other entity that from time to time is registered as the proprietor of the land comprising the Covenant Area

Management Plan means a signed agreement between the Covenantor and the National Trust on the management of the Covenant Area

Open Space has the meaning given to it in section 2 of the Act

Open Space Values are particular values on the Land that are protected and maintained as Open Space.

- 21.2 In the event of any inconsistency between the general terms and conditions contained in Parts B and C of this deed and the special conditions contained in Schedule 1 annexed to this deed, Schedule 1 will prevail and in the event of any conflict between this deed, Schedule 1, and the Act, the Act will prevail.

- 21.3 In this deed, unless the context otherwise requires:

21.3.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

21.3.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

- 21.3.3 A reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;
- 21.3.4 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 21.3.5 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this deed unless otherwise stated; and
- 213.6 All schedules and attachments to this deed form part of this deed.

Open space covenant

Covenant no. 5-07-755

Schedule 1 - Special Conditions

Special conditions relating to the Covenant Area

There are no Special Conditions that apply in respect of the Covenant Area.

Open space covenant

Covenant no. 5-07-755

Schedule of Land

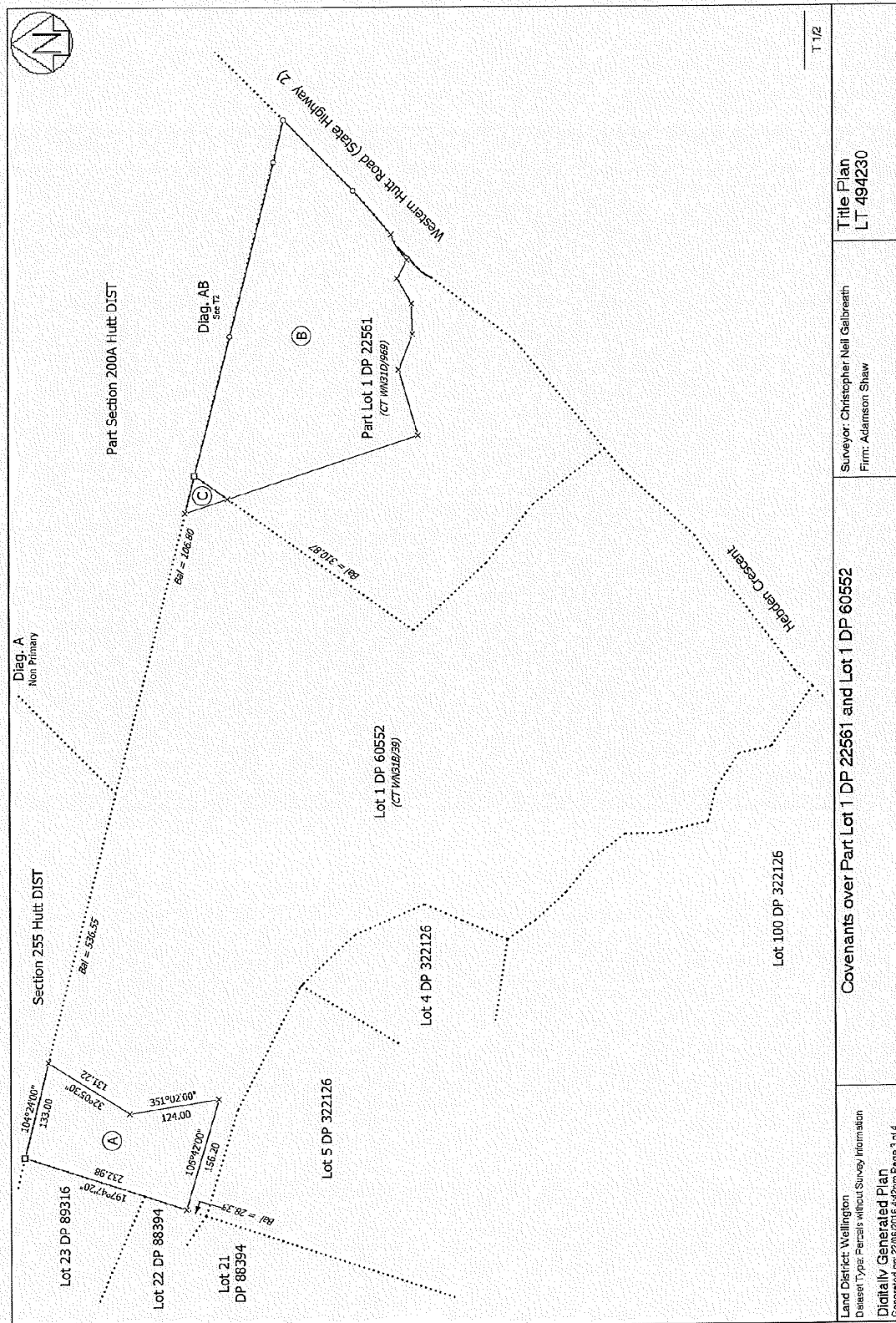
Estate: Fee Simple

Area: Area A being 2.8730 hectares DP 494230
(part Computer Freehold Register WN31B/39)

Area B being 9.4680 hectares DP 494230
(part Computer Freehold Register WN31D/969)

Area C being 0.1364 hectares DP 494230
(part Computer Freehold Register WN31B/39)

Total area being: 12.4774 hectares



Open space covenant

Covenant no. 5-07-755

Execution and date

Executed as a deed

Dated this 9 day of November 2015.

Signed by Fletcher Concrete and Infrastructure Limited
as Covenantor

Signature.....

Director

Charles Bolt

Name

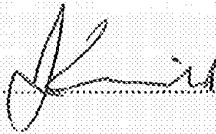
Signature.....

Director

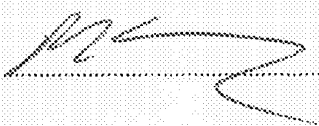
Matthew Victor Crockett

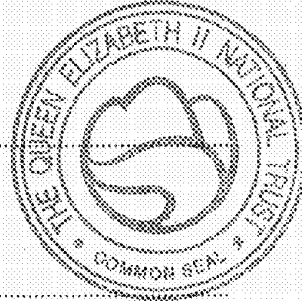
Name

The common seal of Queen Elizabeth the Second National Trust
was affixed in the presence of:

Chairperson.....

Director.....

Chief Executive



PIPELINE EASEMENT CERTIFICATE

Under Section 70 of the Petroleum Act 1937

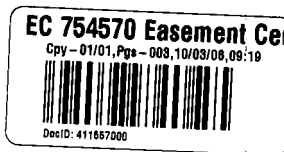
Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Mines hereby certifies that a pipeline (as defined in section 49 of the Act) is authorised to pass on, over, or through the land described in the First Schedule hereto (in this certificate referred to as the said land) upon the following terms and conditions:

1. The owner of the pipeline is the Natural Gas Corporation of New Zealand.
2. The owner of the pipeline shall comply with the provisions of the Act and the regulations in force thereunder.
3. The pipeline shall be placed along the line delineated on the plan annexed hereto and coloured red or marked "Pipeline".
4. Upon the issue of this certificate, the owner of the pipeline shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on him by the Act and any regulations made thereunder and by his pipeline authorisation.
5. For the purposes of subsection (3) of section 70 of the Act, this certificate shall apply to the land extending for 20 ft (being not more than 30 ft) on either side of the pipeline (in this certificate referred to as the said strip) and the owner of the pipeline shall have the right at any time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.
6. The owner or occupier of the land shall have the right to use the same (except for such use as may be reasonably held to interfere with the enjoyment of the rights of the owner of the pipeline hereunder or under the Act or under his authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 15 in. from the surface or do anything which would or could damage or endanger the pipeline without the consent of the owner of the pipeline being first obtained. Any such consent shall not be unreasonably withheld.
7. Where the pipeline is below the surface of the ground, the owner of the pipeline shall bury it so that it will not interfere with the ordinary cultivation of the said land and in so doing or in maintaining, repairing, renewing, changing, or removing the pipeline he shall cause as little damage as possible to the surface of the said land.
8. The owner of the pipeline will restore or pay to the owner or occupier of the said land the cost of restoring the surface of the said land as nearly as possible to its former condition or state.
9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his successors, executors, administrators, and assigns and such of them as place a burden on the owner of the pipeline shall be binding on him, his successors, executors, administrators, and assigns.

FIRST SCHEDULE

Description of Land	Certificate of Title	
	Vol.	Folio
<u>PLAN 202</u>		
Part (Balance) Sections 333 and 334 Hutt District situate in Blocks III and IX Belmont S.D.	497	76 ✓
✓ Section 676 Hutt District, situate in Blocks III and IX Belmont S.D.	704	14 ✓
Section 122 Hutt District situate in Block III Belmont S.D.		

All Wellington Land Registry

Dated at Wellington this 5th day of August 1968

Thomas Daniel Clifford
Signed by THOMAS DANIEL CLIFFORD,
Assistant Under-Secretary (A), Mines Department,
under powers delegated to him by the Minister of
Mines under the provisions of section 4 of the
Petroleum Amendment Act 1965, and not revoked
at the date of signing.

202

WELLINGTON LAND DISTRICT

BELMONT III

BELMONT I X

HUTT. DIST.

PIPELINE

PT. 334 & TRAC. A15-2

P. 334

332
104

136° 17' 12" (1907)

110° 10' 05"

144° 50' 05"

146° 37' 11"

122° 24' 1123

139° 36' 118

127° 30' 1117

105° 18' 50

147° 03' 030

141° 41' 386

170° 40' 1625

187° 22' 683

141° 08' 185

A28 926-19

Examined

Diagram sufficient to be filed in relation to title boundaries.

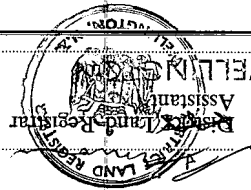
27/3/73

Scale 8 chain to an inch 202

Department of Mines

LAND & DEEDS	
Nature: P/M LINE	Area: 1700 (approx)
14 AUG 1968	
Time: 11.40	Fee: \$ 2.00
Abstract No. 5774	

Recorded on Belmont III & IV
w/ 26/2/70



at 11.40 o'clock

14 AUG 1968

16A/1270
20A/1000

Vol 497 Folio 76 704/14

Particulars entered in the Register Book

under section 70 of the Petroleum Act 1937

PIPELINE EASEMENT CERTIFICATE

141 654570

Solicitor for the Owner of the Pipeline.

[Signature]

Correct for the purposes of the
Land Transfer Act

Declaration That Land is Reserve

Pursuant to section 14 of the Reserves Act 1977, and to a delegation from the Minister of Conservation, the Hutt City Council notifies that on 2 December 2003, it resolved, pursuant to section 14 of the Reserves Act 1977, that the land in the First Schedule hereto and held by council be declared to be local purpose reserve for the purposes stated in the said Schedule, the land in the Second Schedule hereto and held by council be declared to be recreation reserve, and the land in the Third Schedule hereto and held by council be declared to be scenic reserve, subject to the provisions of the said Act as stated in the said Schedule.

Wellington Land District—Hutt City Council

First Schedule

Local Purpose (Māori Significance)

Area ha	Description
1.1630	Lot 8 DP 87700, Puketiroiro (Māori Point), Maungaraki Road, Korokoro (Computer Freehold Register 55A/854).

Local Purpose (Community Purposes)

Area ha	Description
0.4363	Marked "A" on SO 331554, 38 Singers Road, Korokoro (part Computer Freehold Register 27D/916).

Second Schedule

Area ha	Description
64.9786	Lots 2 to 4 DP 336385 (formerly part Sections 314, 425 and 426), part Kilmister Block of Belmont Regional Park (Computer Freehold Register 149170 – limited as to parcels).
141.5066	Part Sections 333, 334, 336 and 431 part DP 3015, part Lot 2 DP 14817, Hutt District, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 16A/1270 – limited as to parcels).
58.8817	Part Section 436 Block III Belmont Survey District SO 10984, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 25B/233).
108.0879	Part Sections 345, 346, 433, 434 and 435 Block III, Belmont Survey District part Kilmister Block of Belmont Regional Park (Computer Freehold Register 25B/235 – limited as to parcels).
10.2901	Part Sections 341 and 342 Block III, Belmont Survey District SO 21903, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 25B/236 – limited as to parcels).
36.9503	Section 429 SO 10984 and Section 785 SO 25911, Hutt District and part Application Plan 3034, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 12D/56).
40.7359	Sections 675 and 676, part Section 677, Hutt District, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 20A/1000).
0.0440	Section 1 SO 38064, Elizabeth Johnson Reserve, 2 Riddlers Crescent, Petone (Computer Freehold Register 54C/972).

63.7379 Section 430, Block 111, Belmont Survey District, SO 11410, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 25B/234).

174.2732 Sections 325 and 428, part Section 315 Hutt District SO 35419, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 936/19).

3.2122 Part Section 183, Hutt District Block IX Belmont Survey District, part Kilmister Block of Belmont Regional Park (Computer Freehold Register 352/116).

Third Schedule

Subject to Section 19(1)(a)

Area ha	Description
22.5604	Lot 1 DP 53598, part Northern Block of East Harbour Regional Park (Computer Freehold Register 24B/514).
1.1248	Lot 2 DP 53598, part Northern Block of East Harbour Regional Park (Computer Freehold Register 24B/515).
13.1403	Lot 1 DP 59024, part Northern Block of East Harbour Regional Park (Computer Freehold Register 30C/888).
329.8795	Part Sections 40, 42, 43 and 44 Wainuiomata District SO 10755, part Northern Block of East Harbour Regional Park (Computer Freehold Register 352/187).
86.8547	Sections 77 and 78 Harbour District SO 23718, part Northern Block of East Harbour Regional Park (Computer Freehold Register 6A/343).
5.6623	Part Section 41 Harbour District, SO 10756, part Northern Block of East Harbour Regional Park (Computer Freehold Register 354/149).

Subject to Section 19(1)(b)

Area ha	Description
0.3398	Section 1 SO 327925, Ngaumatau Road, Marine Drive, Point Howard (Computer Freehold Register 556/71).
0.1306	Lot 1 DP 14451, Marine Drive, Point Howard (Computer Freehold Register 40D/736).
1.1563	Marked "B" on SO 331554, 38 Singers Road, Korokoro (part Computer Freehold Register 27D/916).

Dated at Lower Hutt this 23rd day of May 2007.

TONY STALLINGER, Chief Executive, Hutt City Council.

3797

CT 765100 issued for Sections 325 and 428, Part Section 315 Hutt District



CT 265101 issued for Part Section 41 Harbour District

NOTICE NO: 3797

Extract from *New Zealand Gazette*, 7/6/2007, No. 61, p. 1641

Revoking a Notice—Classification of Reserves

Under the Reserves Act 1977, the Chief Executive Officer of the Hutt City Council cancels the notice with the above heading dated the 8th day of April 2005, and published in the *New Zealand Gazette*, 14 April 2005, No. 67, page 1638.

Dated at Lower Hutt this 23rd day of May 2007.

TONY STALLINGER, Chief Executive, Hutt City Council.

ln3798

NOTICE NO: 3798

P

Landline Use: 10

LOGGING FIRM Thomas Dewar Sziranyi Lettis

Address: DX RP 42011

LOWER HUTT

Logging Box Number

ASSOCIATED FIRM

Client Code / Ref HCCO01272

Dealing (SUD) Number
(LINZ Use only)

Priority Dealing Deal Stamp
(LINZ Use only)

Plan Number Pre-Allocated or
to be Deposited

Rejected Dealing Number

Other (State)

HEREBY:-

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Cad Sheets (#)

Survey Report

Deal Code	Deal	Type of Payment	Name of Parties	COPIES FOR SURVEY FEES	MULTIPLE FEES	NOTICE	ADVERTISING	NEW TILES	OTHER	REGISTRATION PRIORITY FEE	FEES GST INCLUSIVE
1	936/19	GN	HUTT CITY COUNCIL	0.00							
2	149170	GN	HUTT CITY COUNCIL	0.00							
3	352/116	GN	HUTT CITY COUNCIL	0.00							
4	300/888	GN	HUTT CITY COUNCIL	0.00							
5	248/514	GN	HUTT CITY COUNCIL	0.00							
6	248/515	GN	HUTT CITY COUNCIL	0.00							

Amounts (LINZ Use only)

Subtotal (for this page)

Total for this dealing

\$0.00

Less Fees paid on Dealing #

Cash/Cheque enclosed for

\$0.00

Original Signatures?

Fees Received and Tax Invoice

GST Ref: 6010016 17 022 805

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7 28 May 2004

Landline User ID

LOGGING FIRM

Dealing / SUD Number:
(LINZ Use only)

Public Record Date Stamp
(LINZ Use only)

Plan Number Pre-Allocated or
Plan Number to be Deposited

Client Code / Ref

Rejected Dealing Number

Plan Number	ST Ref	Type of Transaction	Name of Person	DOCUMENT OR SURVEY FEES	MULTIPLE FEES	ADVERTISING	NEW TIES	OTHER	PERMISSIONS PRIORITY FEE	FEES ESTIMATOR
7	16A/1270	GN	HUTT CITY COUNCIL	0.00						
8	25B/233	GN	HUTT CITY COUNCIL	0.00						
9	25B/234	GN	HUTT CITY COUNCIL	0.00						
10	25B/235	GN	HUTT CITY COUNCIL	0.00						
11	25B/236	GN	HUTT CITY COUNCIL	0.00						
12	12D/56	GN	HUTT CITY COUNCIL	0.00						
13	20A/1000	GN	HUTT CITY COUNCIL	0.00						
Subtotal (for this page)										
Running Total for Page 2 -										

For Information New Zealand Lodgement Form

Full Name and Tax Ref

ST Ref Number / Plan Number

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7: 28 May 2004

LandOnline User ID

LOGGING FIRM: THOMAS DENNIS

Address: SURANYI LETIS

PO BOX 31240

LAKE HUT

Logging Box Number

ASSOCIATED FIRM

Client Code / Ref: HK002277

HEREWITH:

Survey Plan (s)

Title Plan (s)

Traverse Sheets (s)

Field Notes (s)

Calc Sheets (s)

Survey Report

Dealing (S/L) Number
(LINZ Use Only)

Plan Number(s) Being Surveyed
(LINZ Use Only)

Plan Number(s) Being Allocated to
to be Deposited

Related Dealing Number

Other (s):

Line No.	CT Ref	Type of Instrument	Name of Parties	CONVEYANCE SURVEY FEES	INSTRUMENT FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION / PRIOR TO FEE	FEES / GST INCLUSIVE
14	27D/916	GN	HUTT CITY COUNCIL	0.00							
15	27D/916	GN	HUTT CITY COUNCIL	0.00							
16	55A/854	GN	HUTT CITY COUNCIL	0.00							
17	54C/972	GN	HUTT CITY COUNCIL	0.00							
18	556/71	GN	HUTT CITY COUNCIL	0.00							
19	40D/736	GN	HUTT CITY COUNCIL	0.00							
Subtotal (for this page)											\$0.00
Total for this dealing											\$0.00
Less Fees paid on Dealing #											
Cash/Cheque enclosed for											\$0.00

Original Signatures?

FEES RECEIVED AND TAX INVOICE

GST Ref: and Number: 17-022-695

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7 28 May 2004

Dealing / SUD Number:
(LINZ use only)

LandOnline User ID

LOGGING FIRM Thomas Dewar Sziranyi Letts

Plan Number: Pre-Allocated or
Plan Number to be Deposited.

Rejected Dealing Number:

HCCO01272

Client Code / Ref

Plan Number	OT Ref	Type of Application	Range / Period	DOCUMENTOR SURVEY FEES	MULTIPLE FEES	NOTICES	ADVERTISING	RENTALS	OTHER	FEES / PERSONAL PRIORITY FEE	FEES GST INCLUSIVE
10	352/187	GN	HUTT CITY COUNCIL	0.00							
11	6A/343	GN	HUTT CITY COUNCIL	0.00							
12	354/149	GN	HUTT CITY COUNCIL	0.00							
10											
11											
12											
13											
Subtotal (for this page)											
Running Total for Page 2 -											

LandOnline New Zealand - Loggement Form
Fees Recipient and Tax Included
GST Registered Number: 10022595
LINZ Form P005



View Instrument Details

Instrument No	13366798.1
Status	Registered
Lodged By	Carey, Richard Anthony
Date & Time Lodged	31 Jul 2025 12:33
Instrument Type	Climate Change Response Act 2002 - Notice of status under s195(2)

Affected Records of Title	Land District
326119	Wellington
339515	Wellington
342417	Wellington
355018	Wellington
356447	Wellington
365100	Wellington
379730	Wellington
390176	Wellington
347628	Wellington

Annexure Schedule	Contains 1 Pages
--------------------------	------------------

Signature

Signed by Penelope Sophia Johnston as Crown Representative on 31/07/2025 09:42 AM

*** End of Report ***



Notice of status of forest land

Section 195, Climate Change Response Act 2002

To the Registrar-General of Land,

I am satisfied that the following land contains post-1989 forest land that forms part of a carbon accounting area in respect of which a person is registered as a participant in standard forestry under the Climate Change Response Act 2002 (the Act).

If the land recorded in this notice is only part of the land in a record of title, this notice applies only to that part.

Other than land that has been declared to be exempt land, there may be obligations under the Act that apply in relation to the land recorded in this notice.

A transmission of interest in relation to the land in this notice, under section 187 of the Act, may require a notice of the transmission (including an emissions return) be submitted under the Act.

Description of land

Legal Description	Region	Title Reference
Lot 2 Deposited Plan 381403	Wellington	326119
Lot 2 Deposited Plan 384890	Wellington	339515
Lot 3 Deposited Plan 385520	Wellington	342417
Lot 1 Deposited Plan 388805	Wellington	355018
Part Section 4-5 Block I Manganui Survey District and Section 1 Survey Office Plan 16818	Wellington	356447
Section 325 Hutt District and Part Section 315 Hutt District and Part Section 315, 428, 428 Hutt District	Wellington	365100
Lot 3 Deposited Plan 394978	Wellington	379730
Part Section 204 Left Bank Wanganui River	Wellington	390176
Lot 2 and Lot 10-29, 3-9 Deposited Plan 81413	Wellington	347628

Date: 15/7/2025

Signature:

Chloe Hudson

Team Leader, Forestry ETS Operations
Te Uru Rākau New Zealand Forest Service
For the Chief Executive of the Ministry for Primary Industries - Manatū Ahu Matua
(Acting under delegated authority)

ETS Reference: 00059884

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

TE B785614.1 Transfer a

Cpy - 01/01, Pgs - 007, 28/02/08, 16:14



DocID: 411848226

Land Registration District

Wellington

Certificate of Title No.

All or Part?

Area and legal description - Insert only when part or Stratum, CT

20A
20A
16A
12D

1000
1000
1270
56

Part
Part
Part
Part

See Attached Schedule

Transferor Surnames must be underlined

Hutt City Council

Transferee Surnames must be underlined

Her Majesty the Queen

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

Easement in Gross for the purposes of the New Zealand Walkways Act 1990
(continued on pages 1 to 4 of the Annexure Schedule)

Consideration

\$1.00

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or interest described above in the land in the above certificate(s) of title and if an easement is described above such is granted or created.

Dated this

6th

day of

MARCH

2000
10

Attestation



Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

THE COMMON SEAL OF
THE HUTT CITY COUNCIL
was hereto affixed pursuant to a
resolution of Council in the
presence of:

[Signature] MAYOR
[Signature] GENERAL LEGAL COUNSEL

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.
Certified that no conveyance duty is payable by virtue of Section 24 (1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

[Signature]

Solicitor for the Transferee

Transfer

Land Transfer Act 1952

This page is for Land Registry Office use only

Annexure Schedule

Insert below:—

"Mortgage", "Transfer", "Lease" etc.

TRANSFER

dated

6 MARCH 2000

page

1

of

4

pages.

BACKGROUND

(1) Hutt City Council (the "Transferor") is registered as proprietor of an estate in fee simple in those pieces of land ("the land"):

- (a) 40.7359 hectares being Sections 675, 676 and Part Section 677 Hutt District and being all the land in Certificate of Title 20A/1000 (Wellington Registry); and
- (b) 36.9503 hectares being Sections 429 and 785 of the Hutt District and being all the land in Certificate of Title 12D/56 (Wellington Registry); and
- (c) 141.5066 hectares being Part Sections 333, 334, 336 and 431 Hutt District, all the land on Deposited Plan 3015 and part Lot 2 on Deposited Plan 14817 being all the land in Certificate of Title 16A/1270 (Wellington Registry).

(2) The Wellington Conservation Board (the "Board"), after consultation with the Transferor, considers that part of the land should be made available for use by the public as a walkway for the purposes of the New Zealand Walkways Act 1990.

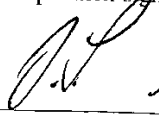
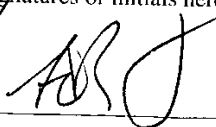
(3) The Board, pursuant to the power conferred in that behalf by Section 8(1) of the New Zealand Walkways Act 1990, has requested the Director-General of Conservation to treat and agree in the name and on behalf of HER MAJESTY THE QUEEN (hereinafter called "the Transferee") for the gift of an easement over the land.

(4) The Transferor has agreed to give and grant an easement together with the additional rights hereinafter appearing.

NOW THIS TRANSFER WITNESSES and in consideration of these premises the Transferor hereby transfers and grants to the Transferee for the purposes of a walkway the full, free, uninterrupted and unrestricted right, liberty and privilege and at all times for any member of the public at their will and pleasure to go, pass and repass on foot over and along the walkway shown and marked:

- (a) "A" on DP 86080 being part of the land in Certificate of Title 20A/1000 (Wellington Registry); and
- (b) "C" on DP 86081 being part of the land in Certificate of Title 20A/1000 (Wellington Registry); and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DMTP  

Annexure Schedule

Insert below:—

"Mortgage", "Transfer", "Lease" etc.

TRANSFER

dated

6 MARCH 2000

page

2

of

4

pages.

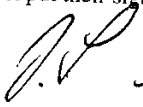
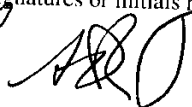
- (c) "B", "C" and "D" on DP 86080 being part of the land in Certificate of Title 16A/1270 (Wellington Registry); and
- (d) "A" on DP 86081 being part of the land in Certificate of Title 12D/56 (Wellington Registry),

("the walkway") to the end and intent that the walkway shall be utilised in perpetuity subject to the said rights as and in the nature of an easement in gross for the purposes of the New Zealand Walkways Act 1990.

THE PARTIES AGREE as follows:

1. THAT the Transferee shall from time to time repair damage that may be caused by the negligent or improper exercise of any powers under this easement and shall keep the walkway in good repair.
2. THAT the Transferee shall have the right to improve the walkway in any manner that the Transferee shall deem expedient but any such improvement shall not interfere with the Transferor's management of the land or damage the land in any way.
3. THAT the Transferee may erect and display such notices on the land or walkway as may be reasonably necessary to protect the safety of the public and the property of the Transferor.
4. THAT the Transferor, for Council operational purposes, and the Transferee, for purposes only of carrying out work required for developing, improving or maintaining the walkway or any extension, addition to or continuation of the walkway, may cause their servants, agents, workmen or contractors to proceed along the walkway by vehicular or other means of transport.
5. THAT no dogs or firearms shall be permitted on the walkway without the prior consent of the Transferor.
6. THAT mountain bikes and horses shall be permitted on designated sections of the walkway as set out in the approved Belmont Regional Park Management Plan 1996. This provision may be amended by separate agreement between the Transferor and the Transferee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DMH  

Annexure Schedule

Insert below:—

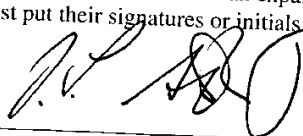
"Mortgage", "Transfer", "Lease" etc.

TRANSFER dated **6 MARCH 2000** page **3** of **4** pages.

7. THAT the Transferee shall not dispose or part with any of the rights hereunder without the prior consent of the Transferor.
8. THAT camping shall be prohibited on or adjacent to the walkway.
9. THAT the walkway or any section of the walkway may be closed:
 - (a) during the lambing season each year from 20 August up to and including the first Friday after Labour Weekend or such other lambing period as agreed between the Transferee and the Transferor; and
 - (b) during times of high fire risk or other hazardous conditions as agreed between the Transferor and the Transferee.

The Transferee will be responsible for giving public notice of such closure in accordance with s28 of the New Zealand Walkways Act 1990.
10. THAT the walkway or any section of the walkway may be closed to coincide with the closure of the walkway on the land described in Certificate of Title 40A/782 (Wellington Registry).
11. THAT the Transferee shall Gazette the walkway pursuant to the New Zealand Walkways Act 1990.
12. THAT the parties acknowledge that the Transferor shall be entitled to call on the Transferee to comply and act in accordance with the New Zealand Walkways Act 1990.
13. THAT all powers, rights and authority vested in the Transferee by this grant of easement may be exercised by the Conservator, Department of Conservation, Wellington Conservancy, PO Box 5086, Wellington and any notice, consent, approval to be given to or served upon the Transferee by the Transferor shall be deemed to have been duly given or served if signed and delivered to or sent in a prepaid letter to the said Conservator or to any other person, body or corporation in whom the control of the walkway may from time to time be vested.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DMH 

Annexure Schedule

Insert below:—

"Mortgage", "Transfer", "Lease" etc.

TRANSFER

dated

6 MARCH 2007

page

4

of

4

pages.

CONTINUATION OF ATTESTATION

SIGNED on behalf of
Her Majesty the Queen
under delegated authority by
Allan Ross, Conservator,
Wellington Conservancy,
in the presence of

Witness:

Occupation:

Address:

ADRIAN GRIFFITHS
Community Relations Officer
(Statutory Land Management/Concession)
Department of Conservation
Wellington Conservancy

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DMH J. P. A. J.

2. 16 29.MAY00 B 785614

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
FOR REGISTRAR - GENERAL



Declaration That Land Shall be a Walkway

Pursuant to section 8 (6) of the New Zealand Walkways Act 1990, and to a delegation from the Minister of Conservation, the Conservator, Wellington Conservancy, of the Department of Conservation, hereby declares that the land described in the Schedule hereto shall be a walkway, and shall form part of the Belmont Walkway.

Schedule

Wellington Land District—Hutt City

The easement created by transfer dated the 6th day of March 2000 over the walkway shown and marked:

- First: "A" on D.P. 86080, being part of the land in certificate of title 20A/1000.
- Second: "C" on D.P. 86081, being part of the land in certificate of title 20A/1000.
- Third: "B", "C" and "D" on D.P. 86080, being part of the land in certificate of title 16A/1270.
- Fourth: "A" on D.P. 86081, being part of the land in certificate of title 12D/56.

Dated at Wellington this 6th day of March 2000.

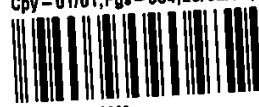
ALLAN ROSS, Conservator.

(DOC File: G04/208)

ln1682

GN B785614.2 Gazette N

Cpy - 01/01, Pgs - 004, 28/02/06, 16:16



DocID: 411649280

NOTICE NO: 1682

2. 16 29.MAY00 B 7856142
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
FOR REGISTRAR - GENERAL OF LAND

106175

**Appointment of Wellington Regional Council as
Controlling Authority of Belmont Walkway**

Pursuant to section 11 (1) of the New Zealand Walkways Act 1990, and to a delegation from the Minister of Conservation, the Conservator, Wellington Conservancy, of the Department of Conservation, appoints the Wellington Regional Council to be the controlling authority of that part of the Belmont Walkway described in the Schedule hereto.

Schedule

Wellington Land District—Hutt City

- First: "A" on D.P. 86080, being part of the land in certificate of title 20A/1000.
- Second: "C" on D.P. 86081, being part of the land in certificate of title 20A/1000.
- Third: "B", "C" and "D" on D.P. 86080, being part of the land in certificate of title 16A/1270.
- Fourth: "A" on D.P. 86081, being part of the land in certificate of title 12D/56.

Dated at Wellington this 6th day of March 2000.

ALLAN ROSS, Conservator.

(DOC File: G04/208)

ln1683

NOTICE NO: 1683

2.16 29.MAY00 B 7856142
PARTICULARS ENTERED IN REGISTER OF
LAND REGISTRY WELLINGTON
FOR REGISTRAR - GENERAL
2005 20/6/2005



Dated at Wellington this 16th day of August 1983.

J. R. BATTERSBY,
for Minister of Works and Development.

(P.W. 104/234/0; Wn. D.O. 26/1/42)

16/1

Amending a Notice Declaring Land to be Crown Land in the City of Lower Hutt

PURSUANT to section 55 of the Public Works Act 1981, the Minister of Works and Development hereby amends the notice dated the 8th day of March 1983, and published in the *New Zealand Gazette* of 17 March 1983, No. 34 at page 751, declaring land to be Crown land in the City of Lower Hutt by omitting the following from the Schedule—

“338.6214 Sections 263 and 264 and part Sections 14, 197, 198, 200, 200A, 260, 261, 262, and 265, Hutt District. Previously all certificate of title, No. F2/1439, limited as to parcels and now being Declaration No. 338680.1”

and substituting the following—

“338.5587 Sections 263 and 264 and part Sections 14, 197, 198, 200, 200A, 260, 261, 262 and 265, Hutt District. Previously all certificate of title, No. F2/1439, limited as to parcels and now being Declaration No. 338680.1, after excluding the land in *Gazette* notice 358353.1 and Declaration 491612.1”.

Dated at Wellington this 16th day of August 1983.

J. R. BATTERSBY,
for Minister of Works and Development.

(P.W. 104/88/0; Wn. D.O. 32/34/1351)

16/1

Amending a Notice Setting Apart Crown Land for State Housing Purposes in the City of Porirua and in the City of Upper Hutt

PURSUANT to section 55 of the Public Works Act 1981, the Minister of Works and Development hereby amends the notice dated the 8th day of February 1979, and published in the *New Zealand Gazette*, No. 10, of the 15th day of February 1979, at pages 306 and 307, and registered as No. 318802.1, Wellington Land Registry, amending a previous notice setting apart Crown land for State housing purposes in the City of Porirua and the City of Upper Hutt, by adding to the First Schedule of the said notice No. 318802.1 the following land, viz: 571 square metres, being Lot 147, D.P. 27680, being part of the land contained and described in notice No. 711957, Wellington Land Registry.

Dated at Wellington this 16th day of August 1983.

J. R. BATTERSBY,
for Minister of Works and Development.

(P.W. 104/211/0; Wn. D.O. 32/34/138; 32/34/1419; 32/136/138)

16/1

Declaring Land Held for a Teacher's Residence to be Set Apart for State Housing Purposes in Block XI, Otanake Survey District, Waitomo District

PURSUANT to section 52 of the Public Works Act 1981, the Minister of Works and Development declares the land described in the Schedule hereto to be set apart for State housing purposes.

SCHEDULE

SOUTH AUCKLAND LAND DISTRICT

ALL that piece of land containing 1849 square metres, situated in Block XI, Otanake Survey District, being Lot 8, D.P. S. 6050, part Kinohaku East 5E2A and 5E2B3B Blocks. All *Gazette* notice H. 258137.

Dated at Wellington this 16th day of August 1983.

J. R. BATTERSBY,
for Minister of Works and Development.

(P.W. 104/49/0; Hn. D.O. 39/174/1/0)

16/1

Declaring Land to be Crown Land in Block VIII, Paekakariki Survey District, City of Porirua

PURSUANT to section 42 of the Public Works Act 1981, the Minister of Works and Development declares the land described in the Schedule hereto to be Crown land, subject to the Land Act 1948, and subject as to part to the drainage easement created by transfer No. 414878.

SCHEDULE

WELLINGTON LAND DISTRICT

ALL that piece of land containing 5 acres, 1 rood, 34.4 perches, situated in Block VIII, Paekakariki Survey District, being Lot 65, D.P. 20107 and being also part Sections 80 and 81, Porirua District. Formerly part certificate of title, Volume 791, folio 51 and now being all Proclamation 437197, Wellington Land Registry.

Dated at Wellington this 16th day of August 1983.

J. R. BATTERSBY,
for Minister of Works and Development.

(P.W. 19/609/0; Wn. D.O. 12/3/0/5)

16/1

Amending a Notice Setting Apart Crown Land for Teacher Housing in Block XV, Pakawau Survey District, Town of Collingwood

PURSUANT to section 55 of the Public Works Act 1981, the Minister of Works and Development hereby amends the notice dated the 26th day of October 1982, No. 128 at page 3613, setting apart Crown land for teacher housing by omitting the following from the heading:

“Town of Collingwood”

and substituting the following:

“Golden Bay County”

and by omitting the following Schedule:

“SCHEDULE

NELSON LAND DISTRICT

ALL that piece of land containing 2 roods, situated in Block XV, Pakawau Survey District, being Lot 69, Town of Gibbstown, and being also part Section 200, District of Takaka. Part Proclamation No. 131274, Nelson Land Registry.”

and substituting the following:

“SCHEDULE

NELSON LAND DISTRICT

ALL that piece of land containing 1780 square metres, situated in Block XV, Pakawau Survey District, being Section 306, District of Takaka; as shown on S.O. Plan 12689, lodged in the office of the Chief Surveyor at Nelson.”

Dated at Wellington this 16th day of August 1983.

J. R. BATTERSBY,
for Minister of Works and Development.

(P.W. 31/1769; Wn. D.O. 13/4/4/0/2)

16/1

Revoking a Notice Declaring Land Held for a State Primary School to be Crown Land in the City of Waitemata

PURSUANT to section 55 of the Public Works Act 1981, the Minister of Works and Development hereby revokes the notice dated 27 July 1983, published in *New Zealand Gazette* of 4 August 1983, No. 117 at page 2492, declaring land held for a State primary school in the City of Waitemata to be Crown land.

Land Taken for a Public School in Block VII, Westerfield Survey District

COBHAM, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the Schedule hereto is hereby taken for a public school; and I also declare that this Proclamation shall take effect on and after the 24th day of November 1958.

SCHEDULE

ALL that piece of land in the Canterbury Land District containing 4 acres, situated in Block VII, Westerfield Survey District, Canterbury R.D., and being part Lot 2, D.P. 12467, part Rural Section 20840; as the same is more particularly delineated on the plan marked P.W.D. 157577 (S.O. 9411) deposited in the office of the Minister of Works at Wellington, and thereon coloured orange.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 12th day of November 1958.

[L.S.] H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 31/2036; D.O. 40/9/66)

Land Taken for a Public School in Block X, Hororata Survey District

COBHAM, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the Schedule hereto is hereby taken for a public school; and I also declare that this Proclamation shall take effect on and after the 24th day of November 1958.

SCHEDULE

ALL that piece of land in the Canterbury Land District containing 3 acres 1 rood, situated in Block X, Hororata Survey District, Canterbury R.D., and being part Rural Section 24318; as the same is more particularly delineated on the plan marked P.W.D. 157578 (S.O. 9404) deposited in the office of the Minister of Works at Wellington, and thereon coloured orange.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 12th day of November 1958.

[L.S.] H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 31/2096; D.O. 40/9/72)

Land Taken for Police Purposes (Residence) in the City of Wellington

COBHAM, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the Schedule hereto is hereby taken for police purposes (residence); and I also declare that this Proclamation shall take effect on and after the 24th day of November 1958.

SCHEDULE

ALL that piece of land in the Wellington Land District containing 32 perches, situated in the City of Wellington, being Lot 2, D.P. 16333, being part Section 107, Ohariu District. All certificate of title, Volume 650, folio 63, Wellington Land Registry.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 18th day of November 1958.

[L.S.] H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 25/267/1; D.O. 10/1/97/0)

Land Taken for a Quarry in Block IV, Belmont Survey District

COBHAM, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the Schedule hereto is hereby taken for a quarry; and I also declare that this Proclamation shall take effect on and after the 24th day of November 1958.

SCHEDULE

ALL that piece of land in the Wellington Land District containing 14 acres 1 rood 23.3 perches, situated in Block IV, Belmont Survey District, being part Section 200A, Hutt District; as the same is more particularly delineated on the plan marked P.W.D. 157603 (S.O. 23979) deposited in the office of the Minister of Works at Wellington, and thereon coloured orange.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 18th day of November 1958.

[L.S.] H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 54/821; D.O. 24/1/3)

Land Taken for an Aerodrome in the City of Wellington

COBHAM, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the Schedule hereto is hereby taken for an aerodrome; and I also declare that this Proclamation shall take effect on and after the 24th day of November 1958.

SCHEDULE

ALL that piece of land in the Wellington Land District containing 17.6 perches, situated in the City of Wellington, Wellington R.D., being Lot 29, Block III, D.P. 2344, being part Section 7, Evans Bay District. All certificate of title, Volume 309, folio 252, Wellington Land Registry.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 18th day of November 1958.

[L.S.] H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 23/381/18/8; D.O. 20/1/0/233)

Land Proclaimed as Street in the Borough of Richmond

COBHAM, Governor-General
A PROCLAMATION

PURSUANT to section 29 of the Public Works Amendment Act 1948, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim as street the land described in the Schedule hereto.

SCHEDULE

ALL those pieces of land in the Nelson Land District, situated in the Borough of Richmond, Nelson R.D., described as follows:

A. R. P. Being
0 0 0.7 Part of the land on D.P. 2256, being part of Part 4 of Section 26, District of Waimea East; coloured blue on plan.
0 0 1.2 Part Section 26, District of Waimea East; coloured orange on plan.

As the same are more particularly delineated on the plan marked P.W.D. 157625 (S.O. 10063) deposited in the office of the Minister of Works at Wellington, and thereon coloured as above mentioned.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 18th day of November 1958.

[L.S.] H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 51/1580; D.O. 9/730)

Zealand is hereby designated as a person to whom paragraph (a) of subsection (1) of section 6 applies.

Dated at Wellington this 20th day of June 1989.

The Common Seal of the Securities Commission was hereunto affixed in the presence of:

[L.S.]

C. I. PATTERSON, Chairman of the Commission.
au9546

Designation Under Section 6 (1) (a) of the Securities Amendment Act 1988

Pursuant to section 6 of the Securities Amendment Act 1988, the Securities Commission gives notice that **ASB Bank Limited** is hereby designated as a person to whom paragraph (a) of subsection (1) of section 6 applies.

Dated at Wellington this 20th day of June 1989.

The Common Seal of the Securities Commission was hereunto affixed in the presence of:

[L.S.]

C. I. PATTERSON, Chairman of the Commission.
au9547

Designation Under Section 6 (1) (a) of the Securities Amendment Act 1988

Pursuant to section 6 of the Securities Amendment Act 1988, the Securities Commission gives notice that **ANZ Banking Group (New Zealand) Limited** is hereby designated as a person to whom paragraph (a) of subsection (1) of section 6 applies.

Dated at Wellington this 20th day of June 1989.

The Common Seal of the Securities Commission was hereunto affixed in the presence of:

[L.S.]

C. I. PATTERSON, Chairman of the Commission.
au9548

Land Notices

Conservation

Land Act 1948

Reservation of Land

Pursuant to the Land Act 1948, the Minister of Conservation with the consent of the Minister of Lands hereby sets apart the land described in the Schedule hereto as a reserve for recreation purposes subject to the provisions of the Reserves Act 1977.

Schedule

Wellington Land District—Lower Hutt City

147.3688 hectares, more or less, being Sections 257 and 258 and part Sections 259 and 437, Hutt District, situated in Blocks III and IV, Belmont Survey District. Part *New Zealand Gazette*, 1983, page 751.

46.7412 hectares, more or less, being Sections 255 and 256, Hutt District, situated in Blocks III and IV, Belmont Survey District. Part *New Zealand Gazette*, 1983, page 751, limited as to parcels.

338.5587 hectares, more or less, being Sections 263 and 264 and part Sections 14, 197, 198, 200, 200A, 260, 261, 262 and 265, Hutt District, situated in Blocks III and IV, Belmont Survey District. Subject to Proclamations 3673 and 3693, defining the middle line of a road, Proclamation 3862, defining the middle of a road deviation and to the right of way easements created by Proclamation 5074 and to the water pipeline easement taken by Proclamation 5571, together with the right of way easement contained in easement certificate 701267. All *New Zealand Gazette*, 1983, page 2755. (Document 579901.1).

Dated at Wellington this 10th day of June 1989.

PHILIP WOOLLASTON, Minister of Conservation.
(D.O.C. C.O. R.R.C. 0997; R.O. G04/401; D.O. R04/303)_{1/1}
in9556

National Parks Act 1980

Adding Land to Mount Aspiring National Park

PAUL REEVES, Governor-General

ORDER IN COUNCIL

At Wellington this 12th day of June 1989

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

Pursuant to section 7 of the National Parks Act 1980, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby declares that the land described in the Schedule hereto shall, as from the 28th day after the date of the publication of this Order in Council in the *Gazette*, be national park subject to the National Parks Act 1980 and shall be added to and form part of the Mount Aspiring National Park.

Schedule

Otago Land District—Queenstown—Lakes District

765 hectares, more or less, being Section 1, (formerly Crown Land, Forbesside and Cascade Survey Districts), situated in Forbesside Survey District. Land held for conservation purposes by part *New Zealand Gazette*, 1989, page 1739. S.O. Plan 22170.

Westland Land District—Westland County

23,520 hectares, more or less, being Rural Section 6765, (formerly Rural Section 4816, Part Rural Section 4855, Part Run 24, Part Reserve 1718 and Parts Reserve 1692), situated in Blocks V, IX Turnbull Survey District; Blocks VII, VIII, X, XI, XII, XIV, XV, XVI Arawata Survey District; Blocks XII, XV, XVI MacFarlane Survey District; Blocks II, III, V, VI, VII, IX, X, XI, XIII Jackson Survey District; and Block I Mount Aspiring Survey District. Land held for Conservation Purposes by part *New Zealand Gazette* 1989, page 1739. S.O. 11151.