



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **1146505**
Land Registration District **Wellington**
Date Issued 25 September 2023

Prior References
1042229

Estate Fee Simple
Area 8.4544 hectares more or less
Legal Description Lot 2001 Deposited Plan 588162
Registered Owners
Cannon Point Development Limited

Interests

Subject to the reservations as to coal, gold and silver as set on in No. 516880

Appurtenant hereto is a right of way created by Deed of Easement 95094 (DR 154/185) - 28.11.1906 at 11:00 am

Appurtenant hereto is a right of way and a right to erect and maintain poles and electric wires and lay pipes and drains created by Transfer 211984 - 30.4.1931 at 2:30 pm

Subject to a right to drain water and sewage (in gross) over part marked F on DP 588162 in favour of the Upper Hutt City Council created by Easement Instrument 12397629.8 - 13.7.2022 at 10:07 am

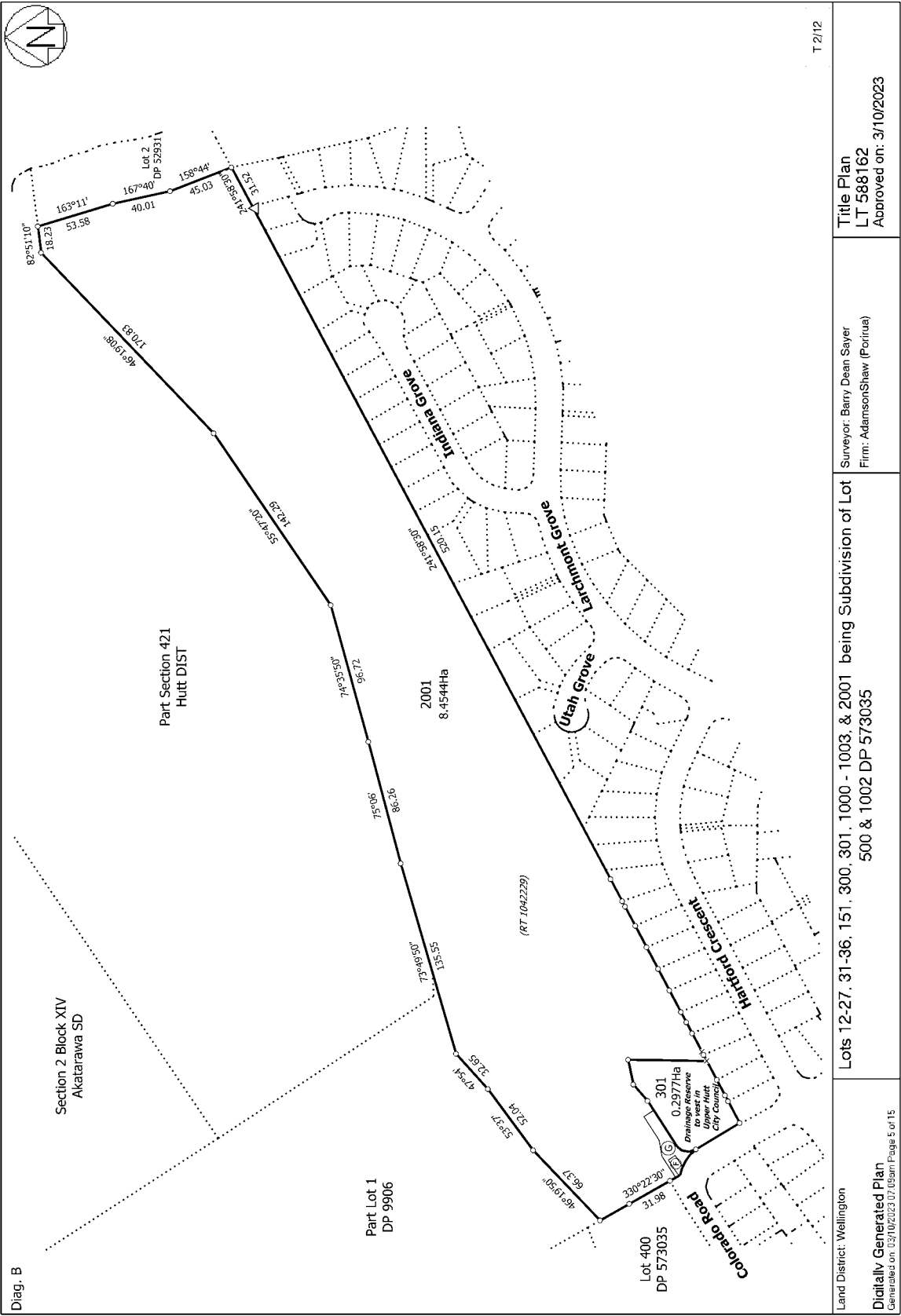
The easements created by Easement Instrument 12397629.8 are subject to Section 243 (a) Resource Management Act 1991 12789690.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2023 at 10:10 am

Subject to a right (in gross) to drain water over part marked G on DP 588162 and right of way (in gross) over part marked F and G on DP 588162 in favour of Upper Hutt City Council created by Easement Instrument 12789690.6 - 25.9.2023 at 10:10 am

The easements created by Easement Instrument 12789690.6 are subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant subject to Section 6(2) of the Fencing Act 1978 in Deed 12789690.7 - 25.9.2023 at 10:10 am

13187295.8 Mortgage to First Mortgage Custodians Limited - 17.12.2024 at 6:59 pm





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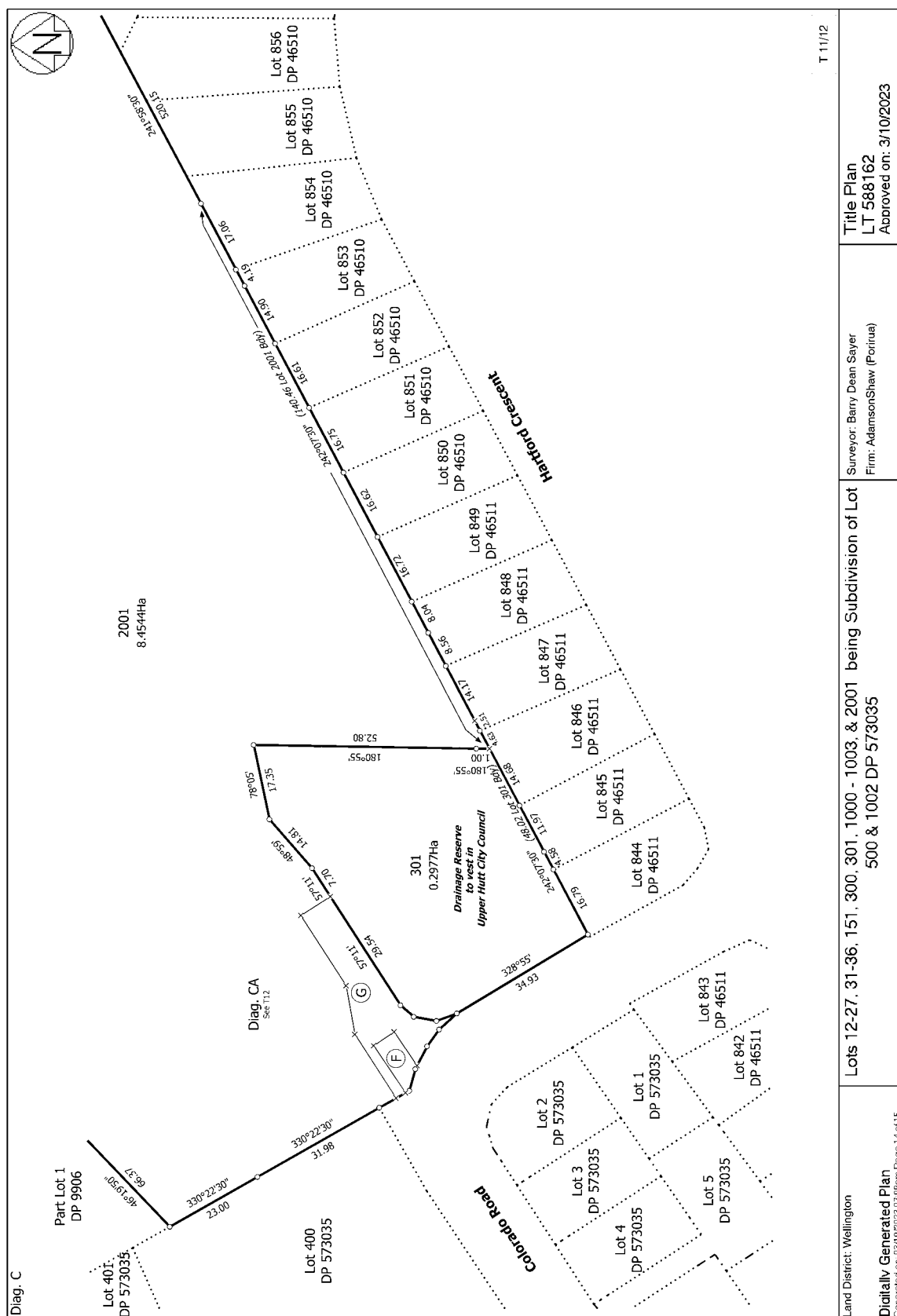
Identifier **1137297**
Land Registration District **Wellington**
Date Issued 25 September 2023

Prior References
1042229

Estate Fee Simple
Area 2977 square metres more or less
Legal Description Lot 301 Deposited Plan 588162
Purpose Drainage reserve
Registered Owners
Upper Hutt City Council

Interests

Subject to the reservations as to coal, gold and silver as set on in No. 516880
Appurtenant hereto is a right of way created by Deed of Easement 95094 (DR 154/185) - 28.11.1906 at 11:00 am
Appurtenant hereto is a right of way and a right to erect and maintain poles and electric wires and lay pipes and drains created by Transfer 211984 - 30.4.1931 at 2:30 pm
Subject to the Reserves Act 1977
Fencing Covenant in Deed 12789690.7 - 25.9.2023 at 10:10 am





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R.W. Muir
Registrar-General
of Land

Identifier **912278**
Land Registration District **Wellington**
Date Issued 02 October 2019

Prior References
WN13B/126

Estate Fee Simple
Area 471 square metres more or less
Legal Description Lot 6 Deposited Plan 46315
Registered Owners
Upper Hutt City Council

Interests

1997



RECORD OF TITLE
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Registrar-General
of Land

Identifier **WN43B/53**
Land Registration District **Wellington**
Date Issued 06 August 1993

Prior References
WN17C/576

Estate	Fee Simple
Area	5100 square metres more or less
Legal Description	Lot 2 Deposited Plan 52931
Purpose	Local purpose (Esplanade and River protection) reserve

Registered Owners
Upper Hutt City Council

Interests
SUBJECT TO THE RESERVES ACT 1977

5M7A

Dated 1st Nov. 1906

Date 14 Nov. 1906
 Nicholas
 20
 J. H. Murray & Co.
 Grant of right of way
 The Deed made the first day of November one thousand nine hundred and six Between Nicholas
 Reid of the City of Wellington in New Zealand Merchant of the first part John Hammonds
 Marvey late of Masterton but now of the Upper Hutt in the Provincial District of Wellington
 Farmer of the second part and Donald Nicholas Reid of the Upper Hutt aforesaid
 Farmer and the said Nicholas Reid of the third part Whereas by deed dated the
 tenth day of December 1898 Registered No. 34583 made between James Jeff Brindbank
 and the said Nicholas Reid of the first part and the said James Jeff Brindbank of the second part

Well-baby Post-Opers
Sobriety Well-Being

Donald Nicholas Reid his executors administrators and assigns the like right to use the said right-of-way as was given to the said John Hammond Murray And whereas by a recent survey of the land it has been ascertained that the said right-of-way as heretofore used and as intended to be used by the parties hereto of the second and third parts is incompletely defined in the plans thereof endorsed on the heretofore recited deeds and the said Nicholas Reid as the owner of the fee simple in the said part Section 124 as aforesaid at the request of the parties hereto of the second and third parts agreed to make an express grant of the said right-of-way in accordance with the said Survey and in order that the same may be made appurtenant to the land of the said Donald Nicholas Reid and Nicholas Reid being the Native Land Court Subdivision known as Haukaratu A being all the land in Certificate of Title Volume 151 folio 236 as well as to the said Section 176 Upper Hut District belonging to the said John Hammond Murray Now this Deed witnesseth that in pursuance of the said agreement and in consideration of the premises he the said Nicholas Reid hereby grants and confirms unto the said John Hammond Murray his heirs executors administrators and assigns that it shall be lawful for the said John Hammond Murray his heirs executors administrators and assigns as owners for the time being of the said Section 176 Upper Hut District and his and their tenants and servants and all persons going to or from the said Section 176 or any part thereof and all other persons authorised by him or them from time to time and at all times hereafter and for all purposes to pass and repass with or without horses and other animals carts and carriages over and along all that piece of land fifty (50) links wide being part of Section 124 on the plan of the Hut District as the same piece of land is more particularly delineated in the plan drawn hereon and therein bordered yellow and so that the right hereby granted shall be enjoyed by the said John Hammond Murray his heirs executors administrators and assigns in common with all other persons now entitled or who may hereafter become entitled to use the said right-of-way And this Deed also witnesseth that in further pursuance of the said agreement and in consideration of the premises the said Nicholas Reid hereby grants unto the said Donald Nicholas Reid and Nicholas Reid their respective heirs executors administrators and assigns that it shall be lawful for the said Donald Nicholas Reid and Nicholas Reid and their respective heirs executors administrators and assigns as owners for the time being of the piece of land being the said Native Land Court Subdivision known as Haukaratu A being all the land comprised in the said Certificate of Title Volume 151 folio 236 and their and each of their tenants and servants and all persons going to or from the said Subdivision Haukaratu A or any part thereof and all other persons authorised by them or either of them from time to time and at all times hereafter and for all purposes to pass and repass with or without horses and other animals carts and carriages over and along all that the said piece of land fifty links wide heretofore described and delineated on the said plan drawn hereon and therein bordered yellow and so that the right hereby granted shall be enjoyed by the said Donald Nicholas Reid and Nicholas Reid their respective heirs executors administrators and assigns in common with all other persons now entitled or who may hereafter become entitled to use the said right-of-way I N Witness whereof these presents have been executed the day and year first hereunto written.

The names of these persons have been inserted the day and year first hereunto written.
 Signed by the said Nicholas Reid and Donald Nicholas Reid in the presence of H. B. Chapman, Solicitor Wellington }
 Signed by the said John Hammond Murray in the presence of Leonard Driggs, Solicitor Wellington }
 H. B. Chapman
 Donald Nicholas Reid
 J. Hammond Murray

Signed by the said John Hammond Murray in the presence
of Leonard Tripps, Solicitor Wellington } J. Hammond Murray

N. Reid.
Mr. Nicholas
Donald Reid

516. Nicholas
Donald Reed

J. Hammond Murray

95094

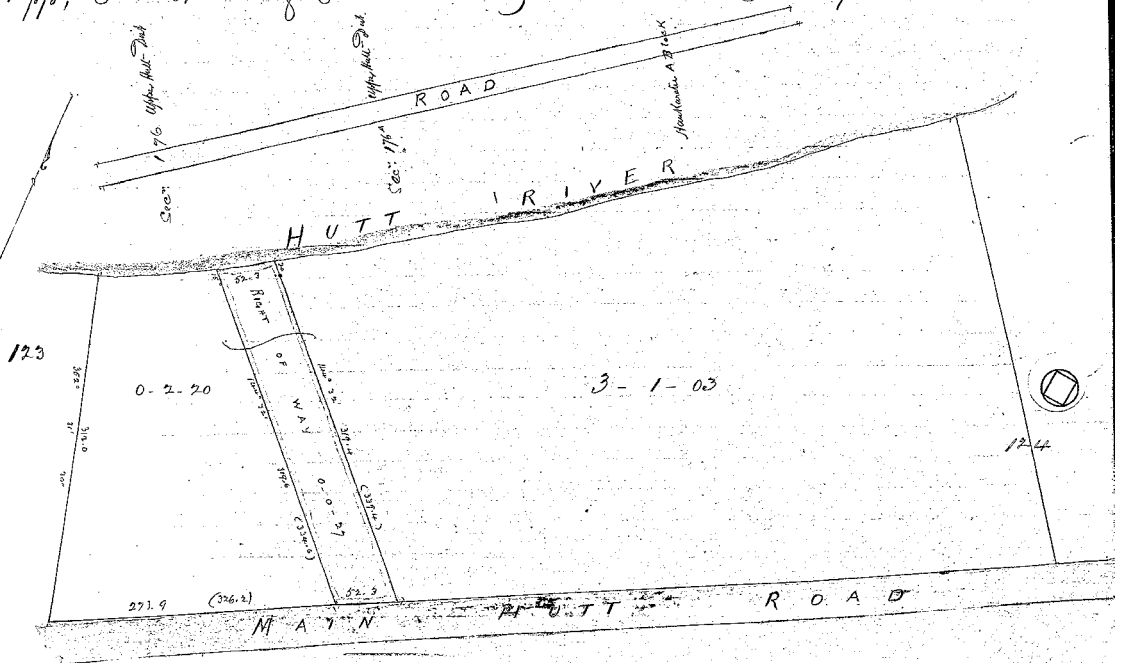
DISTRIBUTION.

11 A.M. 28 Nov. 1906

Mr. Gallant

154 D. f. 185.
34 373

34. 3731





211984 TE

Approved by the D.L.R., Wellington, No. 549.

[New Zealand.]

MEMORANDUM OF TRANSFER.
AND GRANT

WHEREAS, WILLIAM ALBERT COTTLE of Upper Hutt Farmer (hereinafter together with his executors administrators and assigns referred to as and included in the term "the Grantor") 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 all those pieces of land situate in the Land District

of Wellington containing first three (3) roods seven (7) perches

be the same a little more or less situate in the Hutt County being part of Section 221 Hutt District and shown as Lot 2 on Deposited Plan No. 3691 and being the whole of the land comprised and described in Certificate of Title Volume 248 Folio 154 Wellington Registry and secondly forty five (45) acres seventeen (17) perches be the same a little more or less being the Native Land Court Subdivision Haukaretu A and the whole of the land comprised and described in Certificate of Title Volume 151 Folio 236 SUBJECT HOWEVER to Memorandum of Mortgage No. 106405 given to the Bank of New South Wales AND WHEREAS FRANCIS WHITEMAN, FREDERICK ARTHUR WHITEMAN, CHARLES WHITEMAN and ALBERT GEORGE WHITEMAN all of Upper Hutt aforesaid Farmers (hereinafter together with their respective executors administrators and assigns referred to as and included in the term "the Grantees") are registered as proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of Wellington containing together four hundred and twelve (412) acres one (1) rood and thirty (30) perches be the same a little more or less situate in Blocks XIII and XIV of the Akatarawa Survey District and being Sections 214 and 421 and part of Sections 176 and 226 of the Hutt District TOGETHER WITH the right of way created by Deed No. 95094 over the part of Section 124 of the Hutt District coloured blue on the plan endorsed on Certificate of Title Volume 352 Folio 112 Wellington Registry and being the whole of the land comprised and described in Certificate of Title Volume 352 Folio 112 Wellington Registry (limited as to parcels and title) SUBJECT HOWEVER to Outstanding Deed of Mortgage No. 144683 given to the Public Trustee AND WHEREAS the Grantor some time since agreed to give the Grantees a full right of way over those parts of the said lands

In consideration of the sum of

paid to

by

the receipt of which sum is hereby acknowledged,



do hereby transfer to the said _____

all estate and interest in the said piece of land.

In witness whereof these presents have been executed this

day of _____ one thousand nine hundred and _____

Signed on the day above-named by the said

in the presence of

Witness: Name _____

Occupation _____

Residence _____

467/225

502/39

General Draughting please issue new appellations for the lands in Proclamation 584166 (C.T. 8A/517 to be issued).

Areas requiring section numbers as follows:

0-2-08.7	Coloured Orange	S.O. 25105	} One Number Sec. 851 HUTT DIST.
1-0-13.84	" Sepia	"	
19.45	" "	"	
20.91	" Blue	"	
1-0-02.54	" "	"	
0-1-00	" Orange	"	} One Number 6-2-20.29 852 HUTT DIST. 10-1-31
3-1-06.3	" Blue	"	
27.55	" Orange	"	
0-0-01	" Blue	"	
5-3-12	" Orange	"	
4-2-19	" Sepia	"	} One Number 854 HUTT DISTRICT
6-2-32	" Sepia	"	

0-3-32.9 Coloured Red S.O. 25393. One Number
853 HUTT DISTRICT.

NEW APPELLATION DOCUMENT. SEE 831336.

of the Grantor marked "right of way" and coloured yellow on the plan deposited in the Land Registry Office at Wellington as No. 9654 but no formal transfer and grant has hitherto been executed AND WHEREAS about the year 1914 the Grantor and the Grantees erected over the Hutt River at their joint expense a suspension bridge between the two parts of the said right of way in the position shown on the said Deposited Plan No. 9654 and at the time it was agreed between the Grantor and the Grantees that such suspension bridge should be maintained at the joint expense of the Grantor and the Grantees AND WHEREAS the Grantees and PERCIVAL WHITEMAN of Upper Hutt, Farmer, are the lessees for a term of 5 years from the 31st day of July 1928 of Section 177 Hutt District, ^{contained in G.S. 352/113 & other land} from one George Isaac Bengé under Deed of Lease dated the 30th day of July 1928 which Section 177 Hutt District adjoins the lands of the Grantees comprised in Certificate of Title Volume 352 Folio 112 Wellington Registry AND WHEREAS the Grantor and the Grantees have now agreed to enter into and execute these presents NOW THESE PRESENTS WITNESS that in pursuance of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantees in the nature of an easement to run with and be appurtenant to the said land of the Grantees comprised in Certificate of Title Volume 352 Folio 112 Wellington Registry and to run with and be appurtenant to the said Section 177 Hutt District so long as the Grantees or the said Percival Whiteman or any of them or their or his executors administrators or assigns shall be lessees or owners of the said Section 177 Hutt District the full and free right and liberty for the Grantees and their servants agents workmen tenants licensees and all persons having lawful business with them to go return pass and repass through over and along those parts of the said lands of the Grantor marked "right of way" and coloured yellow on the said Deposited Plan No. 9654 with or without horses cattle or other animals or vehicles laden or unladen by day and by night at all times hereafter for all lawful purposes AND THAT in pursuance of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantees in the nature of an easement to run with and be appurtenant to the said land of the Grantees comprised in Certificate of Title Volume 352 Folio 112 Wellington Registry the full and free right and liberty for the Grantees at all times hereafter to erect and maintain on any part or parts of the said right of way poles and electric or other wires provided that such poles shall be erected within four feet of either side boundary of the said right of way and to lay construct and maintain any pipes or drains for the conveyance to or from the said lands of the Grantees of water gas sewage or other substances under the said right of way provided that such pipes or drains shall be laid constructed and maintained with as little interference to the surface of the said right of way as possible AND THESE PRESENTS FURTHER WITNESS that it is hereby expressly covenanted agreed and declared by and between the Grantor and the Grantees as follows -

This is a copy of the original plan deposited in the Land Registry Office at Wellington as No. 9654

Copy of the original plan deposited in the Land Registry Office at Wellington as No. 9654

Copy of the original plan deposited in the Land Registry Office at Wellington as No. 9654

Grant to the Grantees of the right of way over the lands of the Grantor marked "right of way" and coloured yellow on the said Deposited Plan No. 9654

(3)

(1) THAT the said right of way shall be maintained at the joint expense of the Grantor and the Grantees.

(2) THAT should at any time or times hereafter the said right of way require to be repaired and either party hereto neglect or refuse for 14 days after being requested by the other party hereto to join in repairing the said right of way then the party so requesting the other party to join in repairing the said right of way shall be entitled after the expiration of such period of 14 days aforesaid to repair the said right of way and to recover from the other party one half of the cost of so doing.

(3) THAT the said suspension bridge is owned by the Grantor and the Grantees as tenants in common in equal half undivided shares.

(4) THAT the said suspension bridge shall be maintained and renewed in part or in whole if necessary at the joint expense of the Grantor and the Grantees.

(5) THAT should at any time or times hereafter the said suspension bridge require to be repaired or renewed in part or in whole and either party hereto neglect or refuse for 14 days after being requested by the other party hereto to join in repairing or renewing in part or in whole the said suspension bridge then the party so requesting the other party to join in repairing or renewing in part or in whole the said suspension bridge shall be entitled after the expiration of such period of 14 days aforesaid to repair or renew in part or in whole if necessary the said suspension bridge and to recover from the other party one half of the cost of so doing.

(6) THAT in erecting any poles or wires or laying constructing or maintaining any pipes or drains in over or through the said right of way the Grantees shall do so with as little inconvenience to the Grantor and as little disturbance to the surface of the said right of way as possible and shall make good or cause to be made good to the Grantor any loss or damage suffered by him thereby.

AND THESE PRESENTS FURTHER WITNESS that the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantees the right at all times hereafter for the said suspension bridge and all necessary blocks wires and other things necessary for the proper support of the said suspension bridge in its present position to rest upon or be in the said lands of the Grantor as far as may be necessary.

IN WITNESS whereof these presents have been executed this 4th day of December One thousand nine hundred and twenty-nine (1929).

SIGNED by the said WILLIAM ALBERT COTTLE
in the presence of :-

W.A. Cottle

Edmund

Collector

William

Duplicate - original stamped.

I, RAYMOND CARBERY ADDISON, of the City of Wellington Bank Inspector
solemnly and sincerely declare:—

I am the Attorney of the Bank of New South Wales acting under a certain deed
poll or power of Attorney bearing date the 31st day of August one thousand nine hundred
and twenty-eight which is deposited in the Deeds Registry at Wellington and there
numbered 4600 and a copy of which is deposited in the Land Transfer Office at
Wellington and there numbered 6304

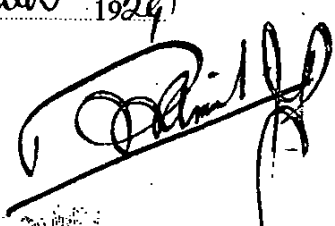
And under the powers by the said deed conferred on me I have executed
the deed dated the 16th day of December 1929
being Consent by Bank as Mortgagee to Deed
of Grant of Right of Way affecting 1.33.1 being
Part 6/J. 151/236

And I have not received any notice of the revocation of the said deed poll or
power of Attorney by the dissolution of the said Bank or otherwise.

And I make this solemn declaration conscientiously believing the same to be true
and by virtue of "The Justices of the Peace Act 1927."

Declared at Wellington this
16th day of December 1929

Before me:—


A Justice of the Peace in and for the Dominion of New Zealand.

or

A Solicitor of the Supreme Court of New Zealand.

SIGNED by the said FRANCIS WHITEMAN
in the presence of :-

A. Robertson J.P. } Francis Whiteman
Crashhulder
Upper Salt

SIGNED by the said FREDERICK ARTHUR WHITEMAN
in the presence of :-

A. Robertson J.P. } Frederick Arthur Whiteman
Crashhulder
Upper Salt

SIGNED by the said CHARLES WHITEMAN
in the presence of :-

A. Robertson J.P. } Charles Whiteman
Crashhulder
Upper Salt

SIGNED by the said ALBERT GEORGE WHITEMAN
in the presence of :-

A. Robertson J.P. } Albert George Whiteman
Crashhulder
Upper Salt

21-1984

No. Transfer of and Grant

situate in Hutt District

Consent for the purposes of the Land Transfer Act.

SURRENDERED

W. A. COTTE

Grantor
Lender

Solicitor for the Transferee.

F. WHITEMAN & SONS

Grantee
Purchaser

Transfer 2995993 Surrender of the
various rights appurtenant to the
land in plan 32959 over part Lot
2 plan 3691 (LT 578/45) - Taken
Back Developments Limited to
Nivian George Cottle, Ernest John Cottle
and Elizabeth Margaret Shannon -
1.12.1971 2.12.02pm

Particulars entered in the Register Book

Vol 151 Folio 236, 237, 238
35/4/72 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 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911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000. 1001. 1002. 1003. 1004. 1005. 1006. 1007. 1008. 1009. 1010. 1011. 1012. 1013. 1014. 1015. 1016. 1017. 1018. 1019. 1020. 1021. 1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089. 1090. 1091. 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View Instrument Details



Instrument No 12397629.8
Status Registered
Date & Time Lodged 13 July 2022 10:07
Lodged By Kiteley, Lisa Maria
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1042228	Wellington
1042229	Wellington
1042234	Wellington
1042236	Wellington
1042237	Wellington
1042238	Wellington
1042239	Wellington
1042240	Wellington
1042241	Wellington

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

I certify that the Mortgagee under Mortgage 12190520.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Grantor Representative on 12/07/2022 05:33 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Jamie Nicholas Callinicos Nunns as Grantee Representative on 12/07/2022 05:33 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

CANNON POINT DEVELOPMENT LIMITED

Grantee

UPPER HUTT CITY COUNCIL

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) ~~or profit(s) à prendre~~ set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	"C" on Deposited Plan 573035	1042234	In gross
Continued on Annexure Schedule 1			

Easements or *profits à 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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby **[varied]** ~~**[negatived]**~~ and **[added to]** or ~~**[substituted]**~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

the provisions set out in Annexure Schedule 2.

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Page 1 of 3 Pages

Continue in additional Annexure Schedule, if required.

Purpose of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	"GA" and "GB" on Deposited Plan 573035	1042236	In gross
	"H" on Deposited Plan 573035	1042237	
	"J" on Deposited Plan 573035	1042238	
	"M" on Deposited Plan 573035	1042239	
	"N" on Deposited Plan 573035	1042240	
	"D" on Deposited Plan 573035	1042241	
	"X" on Deposited Plan 573035	1042229	
Right to drain water	"F" on Deposited Plan 573035	Lot 400 being part of record of title 1042228	In gross
	"X" on Deposited Plan 573035	1042229	
	"Y" on Deposited Plan 573035	1042234	
Right to convey water	"C" on Deposited Plan 573035	1042234	In gross
	"D" and "W" on Deposited Plan 573035	1042241	

Annexure Schedule

Insert type of instrument

Easement Instrument to Grant

Page 1 of 2 Pages

*Continue in additional Annexure Schedule, if required.***Right to convey water, right to drain water, right to drain sewage**

The rights and powers specified in specific classes of easements in respect of the right to convey water, right to drain water, right to drain sewage easements set out in Schedule A are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007 subject to the following:

1. The Grantee's obligations under section 12(6) of Schedule 5 of the Land Transfer Regulations 2018 shall be limited to the extent that the Grantee shall only be required to:
 - 1.1 Restore the part of the surface it has damaged in exercising its rights under this instrument with a similar material to that removed but only to a condition equivalent to the condition that part of the right of way was in immediately before the Grantee exercised its rights; and
 - 1.2 Level and sow grass seed on any area of lawn it has damaged in exercising its rights under this instrument. At no time will the Grantee be required to replace lawn with turf.
2. The following will be additional rights to those implied by the Schedule 5 of the Land Transfer Regulations 2018 and Fifth Schedule of the Property Law Act 2007.
 - 2.1 When exercising its rights, the Grantee shall:
 - (a) Provided there is no emergency give the Grantor reasonable notice prior to exercising its rights under this instrument. The defining of an emergency is at the sole discretion of the Grantee, provided the exercise of its discretion is reasonable.
 - (b) Indemnify the Grantor from all actions or claims brought against the Grantor as a direct result of the Grantee exercising its rights.
 - 2.2 The Grantor shall not:
 - (a) allow a vehicle that is in breach of the applicable prescribed maximum gross weight for motor vehicles or the maximum weight limits for axles or groups of axles imposed under the Land Transport Act 1998 and any regulations made under that Act or any replacement legislation to be driven on or across the easement facility or easement area;
 - (b) Cause or allow the existing ground level of the land comprised in the easement area to be altered;
 - (c) Lay or permit to be laid, without the Grantee's written consent, any additional services, concrete or paving, within the easement area;
 - (d) Erect any building or do any building work as defined in the Building Act 2004 or replacement legislation over or within the easement area without first obtaining the consent of the Grantee. In granting consent the Grantee may impose such conditions

Annexure Schedule

Insert type of instrument

Easement Instrument to Grant

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

	as it deems necessary to ensure the protection and efficient operation of the easement facility.
(e)	Install, erect, or place overhead electric power, telegraph or otherwise overhead cables or lines at a height of less than 5 metres above the ground level existing over the easement facility.
3.	Nothing contained in this instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights and powers vested in the Grantee by any statute.
4.	The Grantor shall pay the costs of any repair or maintenance work of the easement facility and any associated costs of such work necessitated by any activity done on the burdened land that interferes with the operation of the easement facility.
5.	The Grantee may also enter the burdened land for the purpose of inspecting the easement facility in order to determine whether repair and or maintenance work is required on the easement facility.
6.	When entering the burdened land the Grantee may enter with all necessary tools and equipment necessary to carry out the purpose of the Grantee's entry.
7.	Nothing contained in this instrument gives rise to any rights regarding a private drainage system or parts of such system, including a sump, sump lead or surface drainage nor imposes any obligation on the Grantee regarding the installation, repair or maintenance of any such private drainage system (or parts thereof) in relation to the burdened land.
8.	Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.
9.	Where there is a conflict between the provisions of the 5th Schedule of the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this easement instrument, the modifications must prevail.
10.	The rights hereby granted to the Grantee are in addition to and not in substitution for any rights conferred on the grantee by the Local Government Acts 1974 and 2002, the Public Works Act 1981 or any statute or regulation.
11.	Nothing in this instrument compels the Grantee to establish or use an easement facility provided for by this instrument and accordingly the Grantee may discontinue and recommence usage of the easement facility at will.

View Instrument Details



Instrument No	12789690.4
Status	Registered
Date & Time Lodged	25 September 2023 10:10
Lodged By	Kiteley, Lisa Maria
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1042229	Wellington
1042241	Wellington

Annexure Schedule Contains 3 Pages.

Signature

Signed by Tessa Faye Doherty as Territorial Authority Representative on 22/09/2023 01:10 PM

*** End of Report ***

IN THE MATTER OF

Section 221 of the Resource
Management Act 1991

TO: The District Land Registrar, Wellington

CONSENT NOTICE

I CERTIFY that by resolutions dated 25 February 2021, 22 December 2021 and 25th July 2023 made pursuant to the Resource Management Act 1991, the Upper Hutt City Council ("the Council") approved a staged subdivision of the Land described in the First Schedule hereto, BUT subject inter alia, to the issue of this CONSENT NOTICE in respect of the conditions set out in the Second Schedule hereto AND subject also to the registration of this CONSENT NOTICE against the titles of the Lots listed in the First Schedule.

DATED at Upper Hutt this 21st day of September 2023.



Bridget Herries
**RESOURCE CONSENTS AND COMPLIANCE MANAGER
AND AUTHORISED OFFICER
UPPER HUTT CITY COUNCIL**

FIRST SCHEDULE

"The Land"

Being all of the land in Record of Titles 1042241 and 1042229 (Wellington Registry).

"The Lots"

Lots 12-27, 31-36, 1000-1003 and 2001 DP 588162

SECOND SCHEDULE

The subdivisional conditions that are the subject of this **CONSENT NOTICE** are:

Stormwater Management

1. As part of the development stormwater management system, Lots 12 - 27 and 31 - 36 shall be provided with individual stormwater management systems. The stormwater management design must be approved in writing by the Wellington Water Land Development Team and the following aspects must be met.
 - (i) The owner of Lots 12 - 27 and 31 - 36 must at the time of house construction, construct an approved stormwater management system or systems in accordance with plans approved under the Building Consent and agreed with the Wellington Water Land Development Team.
 - (ii) The stormwater management system(s) must be designed so that the total stormwater discharge post-development from Lots 12 - 27 and 31 - 36 for all events up to the 1% AEP event must be less than or equal to the stormwater runoff flows prior to the development.
 - (iii) The stormwater management systems must incorporate rainwater harvesting for re-use for toilet flushing, irrigation and other non-potable uses within the residential lot
 - (iv) The owners of Lots 12 - 27 and 31 - 36 must ensure that all connections to the system(s) are trapped to minimise debris entering the system.
 - (v) Following construction of the stormwater management systems, an as-built plan and a maintenance schedule must be made available for future property owners. The plan and schedule must be approved by the Wellington Water Land Development Team.
 - (vi) The owner of Lots 12 - 27 and 31 - 36 must follow the required operation, maintenance and renewal of the systems, set out in the maintenance schedule, to ensure it is in full working order at all times.
 - (vii) The owners of Lots 12 - 27 and 31 - 36 cannot increase stormwater discharge, through an increase in non-permeable areas, without Council approval; as an increase in stormwater discharge may result in failure of the stormwater detention systems.

Future buildings

2. Bare galvanised, zinc alum or unpainted metal (including copper) may result in contamination of stormwater runoff upon corrosion of surfaces and therefore shall not be used for exterior construction, including but not limited to roofing, cladding, gutters and downpipes.
3. Any vehicle access constructed at building stage that adjoins the public road shall comply with the following:

- (i) The design of vehicle crossings shall be in accordance with Council's Engineering Standards, Drawing Number 5904 Figure 6, Appendix B, Maximum Design Gradients for Vehicular Access to Property or CM1005-93R (Maximum Design for Vehicular Access to Property).
- (ii) Any residential vehicle crossing from the carriageway to the road/property boundary shall be located such that the vehicle crossing is clear of:
 - Street lighting columns.
 - Street berm trees.
 - The connection points of underground utility service connections to the property.
 - Utility service junction boxes or underground service pits.
 - Drainage sumps.

Geotechnical

4. At the Building Consent stage, specifically designed foundations by a suitably qualified engineer shall be required for any building constructed within the zone marked "Area 2" of potential instability (as indicated in the Slope Stability Analysis Report prepared by Engeo Limited Dated 2 December 2020) on Lots 14 to 27 and Lots 31 to 36. The extent of area requiring specifically designed foundations shall be confirmed by the engineer undertaking the design.

The Geotechnical Investigation Report (prepared by ENGEO, dated 2 December 2020) is held on Council's file (RM2010109).

5. At the Building Consent stage, site specific slope stability analysis and anchor design by a suitably qualified Geotechnical engineer shall be required for any building constructed within the zone marked "Area 3" of potential instability (as indicated in the Slope Stability Analysis Report prepared by Engeo Limited Dated 2 December 2020) on Lots 14 to 27 and 31 to 36. The extent of area requiring site specific slope stability analysis and anchor design shall be confirmed by the engineer undertaking the design.

A Geotechnical Investigation Report (prepared by ENGEO, dated 2 December 2020) is held on Council's file (RM2010109).

Unserviced Lot (Lot 2001)

6. Lot 2001 is an unserviced lot, not intended for development at this stage. If development of this site were to be undertaken in the future it will be the developer's responsibility to provide the lot with water supply, stormwater and wastewater service connections appropriate for the nature of the development.

Protection of Indigenous Vegetation

7. Indigenous vegetation located to the rear of Lots 15–27 and Lots 31-36 shall be permanently protected, in as much as the consent holder and future landowners shall not:
- (i) Fell, remove, burn or take any native trees or plants of any kind (except in the control of weeds listed in the Regional Pest Management Strategy);
 - (ii) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than the local indigenous native flora, or introduce any substance injurious to plant life except in the control of noxious plants;
 - (iii) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance, provided that after the completion of any such work all rubbish or materials are removed and the land is left in a clean and tidy conditions
 - (iv) Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise be present.

View Instrument Details



Instrument No 12789690.6
Status Registered
Date & Time Lodged 25 September 2023 10:10
Lodged By Kiteley, Lisa Maria
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1117830	Wellington
1117831	Wellington
1146505	Wellington

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

I certify that the Mortgagee under Mortgage 12190520.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12783716.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12783716.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Tessa Faye Doherty as Grantor Representative on 22/09/2023 01:10 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Tessa Faye Doherty as Grantee Representative on 22/09/2023 01:10 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**CANNON POINT DEVELOPMENT LIMITED****Grantee****UPPER HUTT CITY COUNCIL****Grant of Easement or *Profit à prendre***

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) ~~or *profit(s) à prendre*~~ set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	"G" on Deposited Plan 588162	1146505	In gross
	"E" on Deposited Plan 588162	1117830	In gross
	"C" on Deposited Plan 588162	1117831	In gross
<i>Continued on Annexure Schedule 1</i>			

Easements or *profits à 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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby **[varied]** ~~**[negated]**~~ and **[added to]** ~~or **[substituted]**~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

the provisions set out in Annexure Schedule 2.

Annexure Schedule

Insert type of instrument

Easement Instrument to Grant

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	"F" and "G" on Deposited Plan 588162	1146505	In gross

Right to drain water

The rights and powers specified in specific classes of easement in respect of the right to convey water set out in Schedule A are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007 subject to the following:

1. The Grantee's obligations under section 12(6) of Schedule 5 of the Land Transfer Regulations 2018 shall be limited to the extent that the Grantee shall only be required to:
 - 1.1 Restore the part of the surface it has damaged in exercising its rights under this instrument with a similar material to that removed but only to a condition equivalent to the condition that part of the right of way was in immediately before the Grantee exercised its rights; and
 - 1.2 Level and sow grass seed on any area of lawn it has damaged in exercising its rights under this instrument. At no time will the Grantee be required to replace lawn with turf.
2. The following will be additional rights to those implied by the Schedule 5 of the Land Transfer Regulations 2018 and Fifth Schedule of the Property Law Act 2007.
 - 2.1 When exercising its rights, the Grantee shall:
 - (a) Provided there is no emergency give the Grantor reasonable notice prior to exercising its rights under this instrument. The defining of an emergency is at the sole discretion of the Grantee, provided the exercise of its discretion is reasonable.
 - (b) Indemnify the Grantor from all actions or claims brought against the Grantor as a direct result of the Grantee exercising its rights.
 - 2.2 The Grantor shall not:
 - (a) allow a vehicle that is in breach of the applicable prescribed maximum gross weight for motor vehicles or the maximum weight limits for axles or groups of axles imposed under the Land Transport Act 1998 and any regulations made under that Act or any

Annexure Schedule

Insert type of instrument

Easement Instrument to Grant

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

- replacement legislation to be driven on or across the easement facility or easement area;
- (b) Cause or allow the existing ground level of the land comprised in the easement area to be altered;
 - (c) Lay or permit to be laid, without the Grantee's written consent, any additional services, concrete or paving, within the easement area;
 - (d) Erect any building or do any building work as defined in the Building Act 2004 or replacement legislation over or within the easement area without first obtaining the consent of the Grantee. In granting consent the Grantee may impose such conditions as it deems necessary to ensure the protection and efficient operation of the easement facility.
 - (e) Install, erect, or place overhead electric power, telegraph or otherwise overhead cables or lines at a height of less than 5 metres above the ground level existing over the easement facility.
3. Nothing contained in this instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights and powers vested in the Grantee by any statute.
 4. The Grantor shall pay the costs of any repair or maintenance work of the easement facility and any associated costs of such work necessitated by any activity done on the burdened land that interferes with the operation of the easement facility.
 5. The Grantee may also enter the burdened land for the purpose of inspecting the easement facility in order to determine whether repair and or maintenance work is required on the easement facility.
 6. When entering the burdened land the Grantee may enter with all necessary tools and equipment necessary to carry out the purpose of the Grantee's entry.
 7. Nothing contained in this instrument gives rise to any rights regarding a private drainage system or parts of such system, including a sump, sump lead or surface drainage nor imposes any obligation on the Grantee regarding the installation, repair or maintenance of any such private drainage system (or parts thereof) in relation to the burdened land.
 8. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.
 9. Where there is a conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this easement instrument, the modifications must prevail.

Annexure Schedule

Insert type of instrument

Easement Instrument to Grant

Page 3 of 2 Pages

Continue in additional Annexure Schedule, if required.

10. The rights hereby granted to the Grantee are in addition to and not in substitution for any rights conferred on the grantee by the Local Government Acts 1974 and 2002, the Public Works Act 1981 or any statute or regulation.
 11. Nothing in this instrument compels the Grantee to establish or use an easement facility provided for by this instrument and accordingly the Grantee may discontinue and recommence usage of the easement facility at will.
- Right of Way**
12. In this instrument solely in relation the right of way easement:
 - 12.1 "easement facility" means the surface of the land shown as "F" and "G" on Deposited Plan 588162;
 - 12.2 "right of way" means the right for the Grantee and its invitees, in common with the Grantor and other persons to whom the Grantor may grant rights, at all times, to go over and along the easement facility, and the right to have the easement facility kept clear at all times of obstructions, whether caused by parked vehicles, deposits of materials or unreasonable impediment to the use and enjoyment of the easement facility;
 13. The rights and powers implied in easements by clauses 10, 12, 13 and 14 of the Fifth Schedule of the Fifth Schedule of the Land Transfer Regulations 2018 ("the Regulations") are implied herein.
 14. The rights and powers implied in easements by clause 11 of the Fifth Schedule of the Regulations are hereby negated.
 15. Nothing contained in this instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights and powers vested in the Grantee by any statute.
 16. The Grantee shall have no obligation to pay or contribute towards the costs of maintenance or repair of the easement facility.
 17. The Grantor shall pay the costs of any repair or maintenance work of the easement facility and any associated costs of such work necessitated by any activity done on the burdened land that interferes with the operation of the easement facility.
 18. When exercising its rights, the Grantee shall indemnify the Grantor from all actions or claims brought against the Grantor as a direct result of the Grantee exercising its rights.
 19. The Grantee may enter the burdened land for the purpose of inspecting the easement facility in order to determine whether repair and/or maintenance work is required to the easement facility.

Where there is a conflict between the provisions of the Fifth Schedule of the Regulations and the modifications in this easement instrument, the modifications must prevail.



View Instrument Details

Instrument No 12789690.7
Status Registered
Date & Time Lodged 25 September 2023 10:10
Lodged By Kiteley, Lisa Maria
Instrument Type Covenant (All types except Land covenants)



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1117837	Wellington
1137296	Wellington
1137297	Wellington
1146505	Wellington
1146506	Wellington
1146507	Wellington

Annexure Schedule Contains 3 Pages.

Signature

Signed by Tessa Faye Doherty as Grantor/Grantee Representative on 22/09/2023 01:10 PM

*** End of Report ***

FENCING COVENANT

Background

- A. Cannon Point Development Limited ("the Owner") is the registered proprietor of the land described in the First Schedule hereto ("the Owner's land").
- B. Upper Hutt City Council ("the City") is the registered proprietor of the land described in the Second Schedule hereto ("the City's land").
- C. The Owner's land adjoins the City's land.
- D. The Owner was a party to an application to the City for approval of a subdivision affecting the Owner's land.
- E. The City approved the subdivision subject, inter alia, to the condition that the Owner execute this Fencing Covenant in favour of the City.
- F. The Owner has agreed to the condition.

Now Therefore:

- 1. In consideration of the premises and in consideration of the sum of ONE DOLLAR (\$1.00) paid to the Owner by the City, the Owner hereby covenants with the City that the Owner will not call upon the City nor shall the City be liable to pay for or to contribute towards the cost of erection or maintenance of any boundary fence between the Owner's land or any part or parts thereof AND the City's land or any part or parts thereof.
- 2. The covenant given in the preceding paragraph shall not inure for the benefit of any subsequent purchase for value of the City's land or any part or parts thereof.
- 3. The covenant given in paragraph 1 shall not operate to limit in any way any rights conferred on the City by the Fencing Act 1978. If the City should exercise any of its rights under that Act, then nevertheless the City shall not be liable to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Owner's land or any part or parts thereof and the City's land or any part or parts thereof AND the whole of the costs of the erection and/or maintenance of any such boundary fence or fences shall be borne by the Registered Proprietor or Registered Proprietors for the time being of the part or parts of the Owner's land on the boundary of which such fence is or is to be erected.
- 4. The parties acknowledge for the purpose of section 6(2) of the Fencing Act 1978 that the parcel of land described in the Second Schedule is a public reserve.
- 5. The costs and disbursements of and incidental to the preparation and registration of this covenant shall be borne by the Owner.

FIRST SCHEDULE

The Owner's Land

An estate in fee simple situated in the Land District of Wellington

1. RT 1117837 (Lot 19 on DP 588162)
2. RT 1146507 (Lot 1002 on DP 588162)
3. RT 1146505 (Lot 2001 on DP 588162)

SECOND SCHEDULE

The City's Land

An estate in fee simple situated in the Land District of Wellington

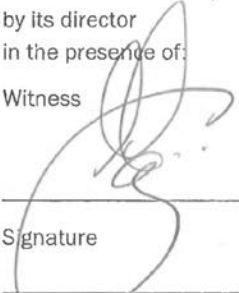
1. RT 1137296 (Lot 300 on DP 588162)
2. RT 1137297 (Lot 301 on DP 588162)
3. RT 1146506 (Lot 1001 on DP 588162)

Dated this 22nd day of September 2023

Signed by
Cannon Point Development Limited
by its director
in the presence of:


Xing Zhang

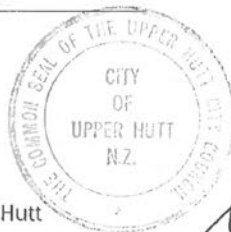
Witness


Signature

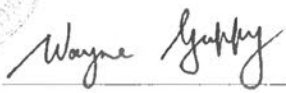
Full Name
Nicholas Callinicos Nunn
Solicitor of the High Court of New Zealand
WELLINGTON

Occupation

Address



The Common Seal of Upper Hutt
City Council is hereto affixed in
the presence of.


Mayor

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Chief Executive



View Instrument Details

Instrument Type	Mortgage
Instrument No	13187295.8
Status	Registered
Date & Time Lodged	17 December 2024 18:59
Lodged By	Anderson, Mark Robert

Affected Records of Title	Land District
1117831	Wellington
1117832	Wellington
1117836	Wellington
1117851	Wellington
1146505	Wellington
25850	Wellington
1160734	Wellington
1160741	Wellington
1160744	Wellington
1160745	Wellington
1160746	Wellington
1160747	Wellington

Mortgagors

Cannon Point Development Limited

Mortgagees

First Mortgage Custodians Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	50,000,000 plus interest and costs

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor 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 ☒



View Instrument Details

Signature

Signed by Mark Robert Anderson as Mortgagor Representative on 16/12/2024 08:55 AM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee 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 Mark Robert Anderson as Mortgagee Representative on 16/12/2024 11:41 AM

*** End of Report ***



View Instrument Details

Instrument No 12789690.5
Status Registered
Date & Time Lodged 25 September 2023 10:10
Lodged By Kiteley, Lisa Maria
Instrument Type Order for New Certificate of Title



Head Records of Title	Land Districts
1042229	Wellington
1042241	Wellington

Registered Owners

Cannon Point Development Limited

New titles(s)	Legal description
1117830	Lot 12 Deposited Plan 588162
1117831	Lot 13 Deposited Plan 588162
1117832	Lot 14 Deposited Plan 588162
1117833	Lot 15 Deposited Plan 588162
1117834	Lot 16 Deposited Plan 588162
1117835	Lot 17 Deposited Plan 588162
1117836	Lot 18 Deposited Plan 588162
1117837	Lot 19 Deposited Plan 588162
1117838	Lot 20 Deposited Plan 588162
1117839	Lot 21 Deposited Plan 588162
1117840	Lot 22 Deposited Plan 588162
1117841	Lot 23 Deposited Plan 588162
1117842	Lot 24 Deposited Plan 588162
1117843	Lot 25 Deposited Plan 588162
1117844	Lot 26 Deposited Plan 588162
1117845	Lot 27 Deposited Plan 588162
1117846	Lot 31 Deposited Plan 588162
1117847	Lot 32 Deposited Plan 588162
1117848	Lot 33 Deposited Plan 588162
1117849	Lot 34 Deposited Plan 588162
1117850	Lot 35 Deposited Plan 588162
1117851	Lot 36 Deposited Plan 588162
1137296	Lot 300 Deposited Plan 588162 as Recreation Reserve
1137297	Lot 301 Deposited Plan 588162 as Local Purpose Reserve
1146505	Lot 2001 Deposited Plan 588162
1146506	Lot 1001 Deposited Plan 588162 as Recreation Reserve
1146507	Lot 1002 Deposited Plan 588162
1146508	Lot 1000 Deposited Plan 588162
1146509	Lot 1003 Deposited Plan 588162

Annexure Schedule: Contains 9 Pages.

Signature

Signed by Tessa Faye Doherty as Registered Owner Representative on 06/10/2023 01:06 PM

*** End of Report ***

TO: THE DISTRICT LAND REGISTRAR

IN THE MATTER OF SECTION 239(2) OF THE
RESOURCE MANAGEMENT ACT 1991 AND
LOT 300 OF LAND TRANSFER PLAN 588162

Pursuant to section 239(2) of the Resource Management Act 1991, I hereby certify that the Upper Hutt City Council desires that Lot 300 on Deposited Plan 588162 which is to vest as Recreational Reserve shall remain subject to the right of way easement over area "B" created by instrument number 5851168.2, the right of way easement over area "B" created by instrument number 12397629.9 and the right of way easement over area "B" created by instrument number 12789690.

Dated at Upper Hutt this 20th day of September 2023.


Bridget Herries
RESOURCE CONSENTS AND COMPLIANCE MANAGER
UPPER HUTT CITY COUNCIL

Approved by Registrar-General of Land under No 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)

Approval
03/6150EF
Registrar-General of Land

Insert type of instrument
"Caveat", "Mortgage" etc

Various as detailed below

Page 1 of 1 pages

ConsentorSurname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

IVAN ROBERT MCCOLL AND SUSAN JANE MCCOLL

Mortgagee under Mortgage No. 12190520.3 and Mortgage Variation Numbers 12640076.1 and 12811157.1

Consent

Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 109(3) of the Land Transfer Act 2017]

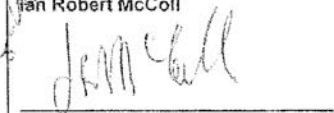
[section _____ of the _____ Act]

Without prejudice to the rights and powers existing under the interest of the Consentor

the Consentor hereby consents to:

the deposit of LT Plan 588162 together with all matters contemplated therein.

Dated this 25th day of AUGUST 2023**Attestation**

 <u>Ivan Robert McColl</u>  <u>Susan Jane McColl</u>	Signed in my presence by the Consentor
	Signature of witness
	Witness name MARK RUSSELL STUART LIGTENBERG
	Occupation Legal Executive UPPER HUTT
Signature of Consentor	Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)

Approval
03/6150EF
Registrar-General of Land

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

Page 1 of 1 pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

FORTRESS CAPITAL FINANCE LIMITED

Mortgagee under Mortgage No. 12783716.3

Consent

Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 109(3) of the Land Transfer Act 2017]

[section — of the — Act]

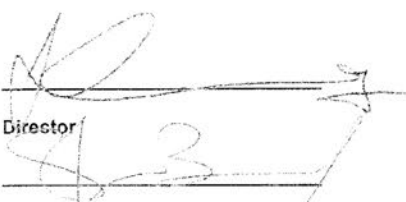
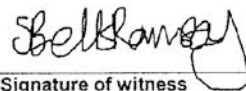
Without prejudice to the rights and powers existing under the interest of the Consentor

the Consentor hereby consents to:

the deposit of LT Plan 588162 together with all matters contemplated therein.

Dated this 6th day of September 2023

Attestation

 Director  Director	Signed in my presence by the Consentor 
	Signature of witness Witness to complete in BLOCK letters (unless legibly stamped) Witness name SHANNON JANE BELL-RAMSAY Occupation CONTRACTS MANAGER Address 7/191 ENGLAND STREET, CHRISTCHURCH
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)

Approval
03/6150EF
Registrar-General of Land

Insert type of instrument
'Caveat', 'Mortgage' etc

Mortgage

Page 1 of 1 pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no /Mortgagee under Mortgage no.)

GALAXY CLASS LIMITED

Mortgagee under Mortgage No. 12783716.4

Consent

Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 109(3) of the Land Transfer Act 2017]

[section _____ of the _____ Act]

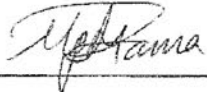
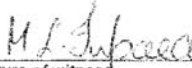
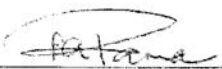
Without prejudice to the rights and powers existing under the interest of the Consentor

the Consentor hereby consents to:

the deposit of LT Plan 588162 together with all matters contemplated therein.

Dated this 5th day of September 2023

Attestation

	Signed in my presence by the Consentor 
Matthew Rama	
	Signature of witness Witness to complete in BLOCK letters (unless legibly stamped) Witness name
Peter Rama	Occupation Address
Signature of Consentor	Margaret Tupaea Legal Secretary WELLINGTON

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)

Approval
03/6150EF
Registrar-General of Land

Insert type of instrument
"Caveat", Mortgage" etc

LT Plan 588162

Page 1 of 1 pages

ConsentorSurname must be underlined or in CAPITALS**Capacity and interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

CANNON POINT DEVELOPMENT LIMITED

Registered Owner (25850, 1042241)

Consent

Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 109(3) of the Land Transfer Act 2017]

[section _____ of the _____ Act]

Without prejudice to the rights and powers existing under the interest of the Consentor

the Consentor hereby consents to:

The deposit of LT Plan 588162 together with all matter contemplated therein.

Dated this 8th day of September 2023

Attestation


Xing Zhang

Signed in my presence by the Consentor

Signature of witness

Witness to complete in BLOCK letters (unless legibly stamped)

Witness name Carrie Nicholas Collinson Nunn

Solicitor of the High Court of New Zealand

Occupation WELLINGTON

Signature of Consentor

Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)

Approval
03/6150EF
Registrar-General of Land

Insert type of instrument
"Caveat", Mortgage" etc

LT Plan 588162

Page 1 of 1 pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

CANNON POINT PROPERTIES LIMITED

Registered Owner

Consent

Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to ~~[section 109(3) of the Land Transfer Act 2017]~~~~[section _____ of the _____ Act]~~

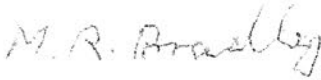
Without prejudice to the rights and powers existing under the interest of the Consentor

the Consentor hereby consents to:

The deposit of LT Plan 588162 and all matters contemplated by it.

Dated this 20 day of September 2023

Attestation

	Signed in my presence by the Consentor
Director 	Signature of witness  Witness to complete in BLOCK letters (unless legibly stamped)
Director 	Witness name Cameron Rogers
Signature of Consentor	Occupation Engineer Address 29 Cecil Road, Wellington.

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form
Land Transfer Act 2017 section 109(3)

Approval
03/6150EF
Registrar-General of Land

Insert type of instrument
"Caveat", Mortgage" etc

LT Plan 588162

Page 1 of 1 pages

ConsentorSurname must be underlined or in CAPITALS

WELLINGTON REGIONAL COUNCIL

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Grantee under Instrument Number T5851168.2

Consent

Delete Land Transfer Act 2017, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 109(3) of the Land Transfer Act 2017]

[section — of the — Act]

Without prejudice to the rights and powers existing under the interest of the Consentor

the Consentor hereby consents to:

The deposit of LT Plan 588162 including the vesting of Lot 151 thereon as road.

Dated this 7th day of August 2023

Attestation

~~Authorised Signatory~~

Susan McLean
General Manager Corporate Services
Wellington Regional Council

Authorised Signatory



Signature of Consentor

Signed in my presence by the Consentor



Signature of witness

Witness to complete in BLOCK letters (unless legibly stamped)

Witness name

Jean Don

Occupation

Executive Assistant

Address 8 Matuku Street, Heretaunga, Upper Hutt

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

Form 46 - This approved format may be used for lodgement as a paper instrument under the Land Transfer Act 2017

ANNEXURE SCHEDULE - CONSENT FORM

(Regulation 6 Land Transfer Regulations 2018)

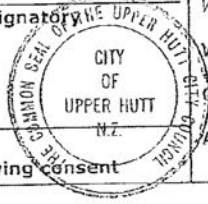
Person giving consent giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person <i>e.g. Mortgagee under Mortgage no.)</i>
UPPER HUTT CITY COUNCIL	Grantee under Instrument Number T5851168.2

Consent
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

Without prejudice to the rights and powers existing under the interest of the person giving consent,
the Person giving consent hereby consents to:
The deposit of LT Plan 588162 including the vesting of Lot 151 thereon as road.

Dated this 22nd day of September 2023

Attestation

 Authorised Signatory	Signed in my presence by the Person giving consent
 Authorised Signatory	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed):
	Witness name
	Occupation
Signature of Person giving consent	Address