

**Summary of existing easements and title instruments – V3**
**For Winstone Aggregates - Potential Land Exchange**

<b>Schedule of Existing Easements</b>			
<b>Purpose</b>	<b>Shown</b>	<b>Burdened Land</b>	<b>Creating Document</b>
Right of Way	A	Part Lot 1 DP 28205	701267
<b>Assessment of 701267</b> Record of title WNF2/1438 is subject to a right of way in favour of Part Section 200 Hutt District (the recreation reserve land) owned by the Crown. The right of way is shown by Area A on the AdamsonShaw plans. This right of way easement will become redundant once the identified areas of Part Lot 1 DP 28205 become recreation reserve as both pieces of land will be in Crown ownership. Discussions with DOC have confirmed this can remain.			
Water Rights	G	Lot 100 DP 322126	T 638593
<b>Assessment of T 638593</b> Right for the dominant lots (Lot 4 DP 23363 RT WND3/1055 and Lot 2 DP 56216 RT WN25C/908) 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 tenement within the area (shown as G on the AdamsonShaw plans).			

<b>Schedule of Existing Easements to be Surrendered</b>			
Right of Way Telecommunications Electricity Supply	B	Lot 4 DP 322126	5835385.4
<b>Assessment of 5835385.4</b> Fletcher Concrete And Infrastructure Limited owns both Lot 4 DP 322126 (servient) and Lot 5 DP 322126 (dominant).  The Right of Way has been replaced by Area Z over Lot 10 into Lot 9 (Reserve). The Telecommunications and Electricity Supply easements are no longer required.			

<b>Schedule of Existing Easements in Gross (to Fletcher Concrete and Infrastructure Limited).</b>			
<b>Purpose</b>	<b>Servient</b>	<b>Dominant</b>	<b>Creating Document</b>
Quarrying Effects	Lots 4, 5 & 100 DP 322126	Fletcher Concrete and Infrastructure Limited	5835385.5
<p><b>Assessment of 5835385.5</b>  <b>This is an easement/private Land Covenant</b> in favour of Fletcher Concrete and Infrastructure Limited (Grantee) over Lots 4, 5 &amp; 100 DP 322126 (Grantor) for the following.</p> <p><i>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):</i></p> <p><i>(a) the emission of noise, vibrations, earth movement and dust over the Servient Tenement and effects of explosion on the Servient Tenement; and</i></p> <p><i>(b) allowing such emissions to escape, pass over or settle on and vibrations and effects of explosions to pass through the Servient Tenement.</i></p> <p><b>Covenants, Terms and Conditions</b>  <i>The Grantor and the Grantee acknowledge and confirm that:</i></p> <ol style="list-style-type: none"> <li><i>1.—The rights and powers contained in the Seventh Schedule to the Land Transfer Act 1952 shall not apply to this easement.</i></li> <li><i>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.</i></li> <li><i>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.</i></li> </ol>			

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.*

<b>Schedule of Existing Covenants</b>			
<b>Purpose</b>	<b>Shown</b>	<b>Burdened Land</b>	<b>Creating Document</b>
Open Space Covenant Pursuant to Section 22 QE II National Trust Act 1977	<b>C</b>	Lot 1 DP 60552	10476608.1
	<b>D</b>		
	<b>E</b>	Part Lot 1 DP 22561	
<p><b>Assessment of 10476608.1</b></p> <p>RTs WN31B/39 and WN31D/969 are subject to the QEII open space covenant areas created by 10476608.1.</p> <ol style="list-style-type: none"> <li>i. The purpose of the covenant is to protect and maintain the natural character of the covenant area.</li> <li>ii. The covenant restricts any act that materially alters the appearance or condition of the covenant areas. This includes (and is not limited to) the removal of any native trees and rocks, introduction of noxious substances, construction of buildings and mining activities.</li> <li>iii. The covenant requires that when any part of the land is disposed of, the covenantor must: <ol style="list-style-type: none"> <li>a. notify the QE II National Trust of the disposition and provide the contact details of the new owner; and</li> <li>b. ensure that any sale/disposition is made expressly subject to the objectives, terms and conditions of the deed, and that the new owner is bound by the objectives, terms and conditions of the deed.</li> <li>c. 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.</li> </ol> </li> </ol> <p>The existing covenant areas (shown as C, D and E on the AdamsonShaw plans) are located within land that will be vested with the crown as reserve land (shown light green on the AdamsonShaw plans). QEII Covenants are permanent and cannot be removed except in very specific circumstances. It is considered that there is no need in this case to remove or vary the QEII covenant. The existing covenant will supplement the new reserve land. QEII National Trust should be notified as per point a. above.</p>			

<b>Schedule of Existing Encumbrances</b>			
<b>Purpose</b>	<b>Shown</b>	<b>Burdened Land</b>	<b>Creating Document</b>
Vegetation Protection	<b>F</b>	Part Lot 1 DP 22561	9032630.1
<p><b>Assessment of 9032630.1</b></p> <p>RT WN31D/969 is subject to an encumbrance (shown as F on the AdamsonShaw plans) in favour of Hutt City Council for the protection of vegetation on this part of the Land. The area is 7m wide and adjoins the northern boundary of Part Lot 1 DP 22561. This part of the Land also falls within the Open Space Covenant Area E (on the AdamsonShaw plans).</p> <ul style="list-style-type: none"> <li>No vegetation may be removed or destroyed from the vegetation area, except to control weeds.</li> </ul> <p>As this encumbrance area falls within the existing QEII area, the vegetation is already protected. This encumbrance is unaffected by the exchange. Discussions with DOC have confirmed that it can remain in place.</p>			

<b>Consent Notice</b>	
<b>Burdened Land</b>	<b>Creating Document</b>
RTs 88258, 88259 & 88260 (Lots 4, 5 & 100 DP 322126)	5835385.2
<p><b>Assessment of 5835385.2</b></p> <p>Records of title 88258, 88259 &amp; 88260 are subject to Consent Notice 5835385.2 which was imposed as part of a previous subdivision (subdivision of Lots 4, 5 and 100, being subdivision of PT Lot 2 Deeds Plan 578). The Consent Notice requires compliance with the following:</p> <ol style="list-style-type: none"> <li><i>The grazing of pigs and goats and the keeping of mustelids shall be prohibited.</i></li> <li><i>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.</i></li> <li><i>All restrictive covenants and land covenants as shown on the face of the scheme plan 469SCH4D shall apply.</i></li> <li><i>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.</i></li> <li><i>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 firefighting capability as specified under the Code of Practice for Firefighting 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.</i></li> <li><i>Stormwater run-off from all buildings, driveways and other impervious surfaces are to be directed to a natural watercourse within the allotment concerned.</i></li> </ol>	

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.*

Note: Points 2 and 3 above relate to documents that were submitted to Hutt City Council as part of the subdivision creating Lots 4, 5 and 100 DP 322126. These documents are available on file at Council. The documents relate to future buildings on these allotments and the foundations. The documents do not affect the use of the land for quarrying.

**Additional:**

Gazette Notice on Lot 1 Deposited Plan 28205 (WNF2/1438)

Gazette Notice taking part (1203m<sup>2</sup>) of the within land to the front of the Dry Creek site (hatched black hereon) for road.

The road adjacent to the Dry Creek site is all within the TNZ3 (NZTA Waka Kotahi) designation (see image below).



Dated at Wellington on Tuesday, 25 November 2025

Signature:



, Senior Planner

For AdamsonShaw