



Belmont Quarry Development – Part F

Substantive Application
Appendix F.1.E – Land Exchange Application -
Records of Title Including Interest
Winstone Aggregates

16 August 2026



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **88258**
Land Registration District **Wellington**
Date Issued 26 January 2004

Prior References
WN31B/40

Estate Fee Simple
Area 9.4330 hectares more or less
Legal Description Lot 4 Deposited Plan 322126
Registered Owners
Fletcher Concrete And Infrastructure Limited

Interests

5835385.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am
Subject to a right of way and rights to supply telecommunications and electricity over part marked D on DP 322126 created by Easement Instrument 5835385.4 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am
The easements created by Easement Instrument 5835385.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a easement for quarrying effects (in gross) over the within land in favour of Fletcher Concrete and Infrastructure Limited created by Easement Instrument 5835385.5 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am
The easement created by Easement Instrument 5835385.5 is subject to Section 243 (a) Resource Management Act 1991

Guaranteed Search Copy Dated 27/08/25 2:33 pm, Page 2 of 2
Register Only



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **88259**
Land Registration District **Wellington**
Date Issued 26 January 2004

Prior References
WN31B/40

Estate Fee Simple
Area 9.9030 hectares more or less
Legal Description Lot 5 Deposited Plan 322126
Registered Owners
Fletcher Concrete And Infrastructure Limited

Interests

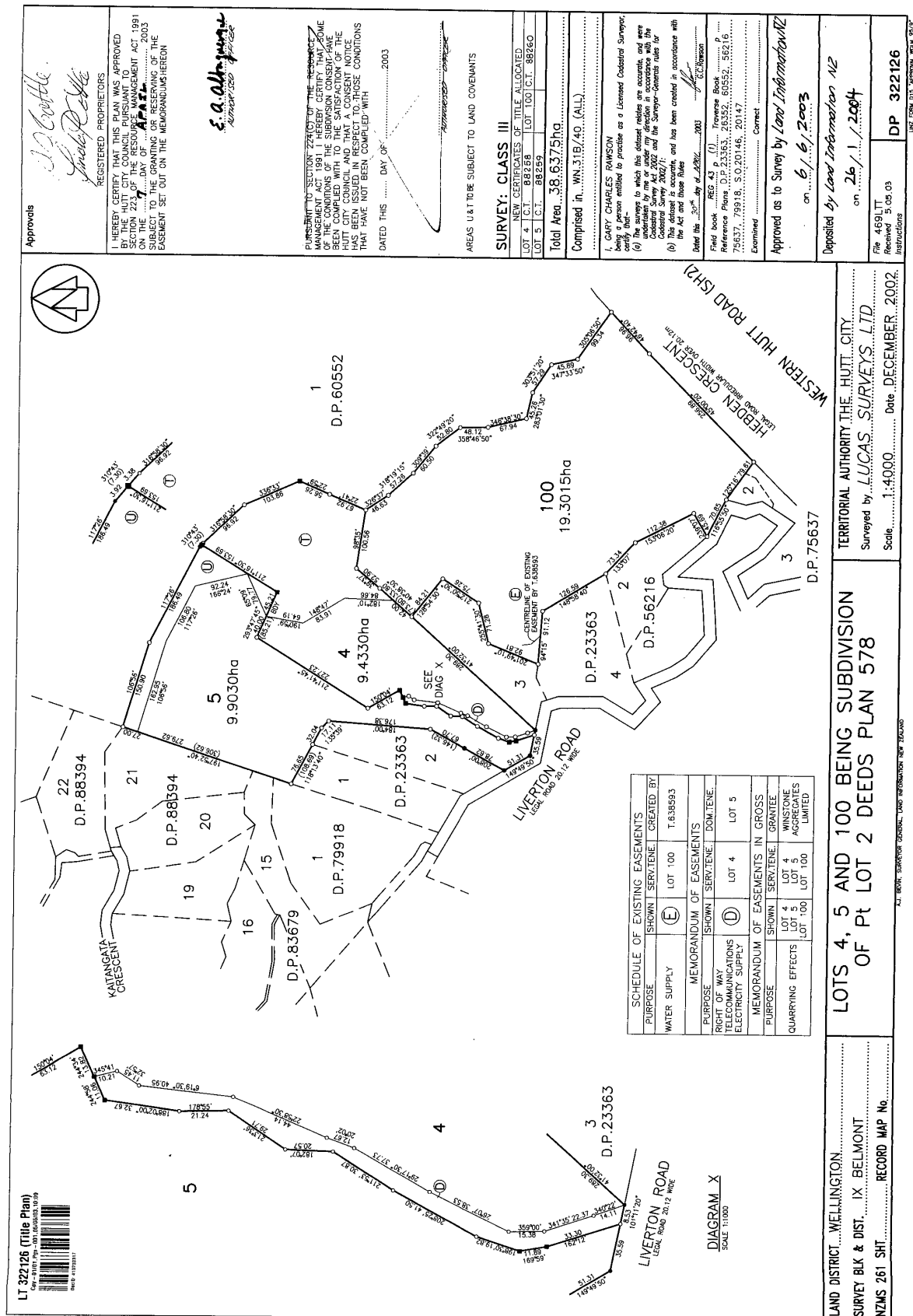
5835385.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am

Appurtenant hereto is a right of way and rights to supply telecommunications and electricity created by Easement Instrument 5835385.4 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am

The easements created by Easement Instrument 5835385.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a easement for quarrying effects (in gross) over the within land in favour of Fletcher Concrete and Infrastructure Limited created by Easement Instrument 5835385.5 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am

The easement created by Easement Instrument 5835385.5 is subject to Section 243 (a) Resource Management Act 1991





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UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **88260**
Land Registration District **Wellington**
Date Issued 26 January 2004

Prior References
WN31B/40

Estate Fee Simple
Area 19.3015 hectares more or less
Legal Description Lot 100 Deposited Plan 322126
Registered Owners
Fletcher Concrete And Infrastructure Limited

Interests

Subject to the water rights over part marked E on DP 322126 created by Transfer 638593
5835385.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am
Subject to a easement for quarrying effects (in gross) over the within land in favour of Fletcher Concrete and Infrastructure Limited created by Easement Instrument 5835385.5 - produced 11.12.2003 at 9:00 am and entered 26.1.2004 at 9.00 am
The easement created by Easement Instrument 5835385.5 is subject to Section 243 (a) Resource Management Act 1991

Guaranteed Search Copy Dated 09/09/25 9:14 am, Page 2 of 2
Register Only



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **WN31B/39**

Land Registration District **Wellington**

Date Issued 08 July 1987

Prior References

WN19A/709 WN348/92 WNE3/862

Estate Fee Simple
Area 52.7260 hectares more or less
Legal Description Lot 1 Deposited Plan 60552

Registered Owners

Fletcher Concrete and Infrastructure Limited

Interests

10476608.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 23.6.2016
at 10:44 am

Guaranteed Search Copy Dated 27/08/25 2:33 pm, Page 2 of 2
Register Only



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **WN31D/969**

Land Registration District **Wellington**

Date Issued 20 May 1988

Prior References

WN549/175

Estate Fee Simple
Area 19.7170 hectares more or less
Legal Description Part Lot 1 Deposited Plan 22561

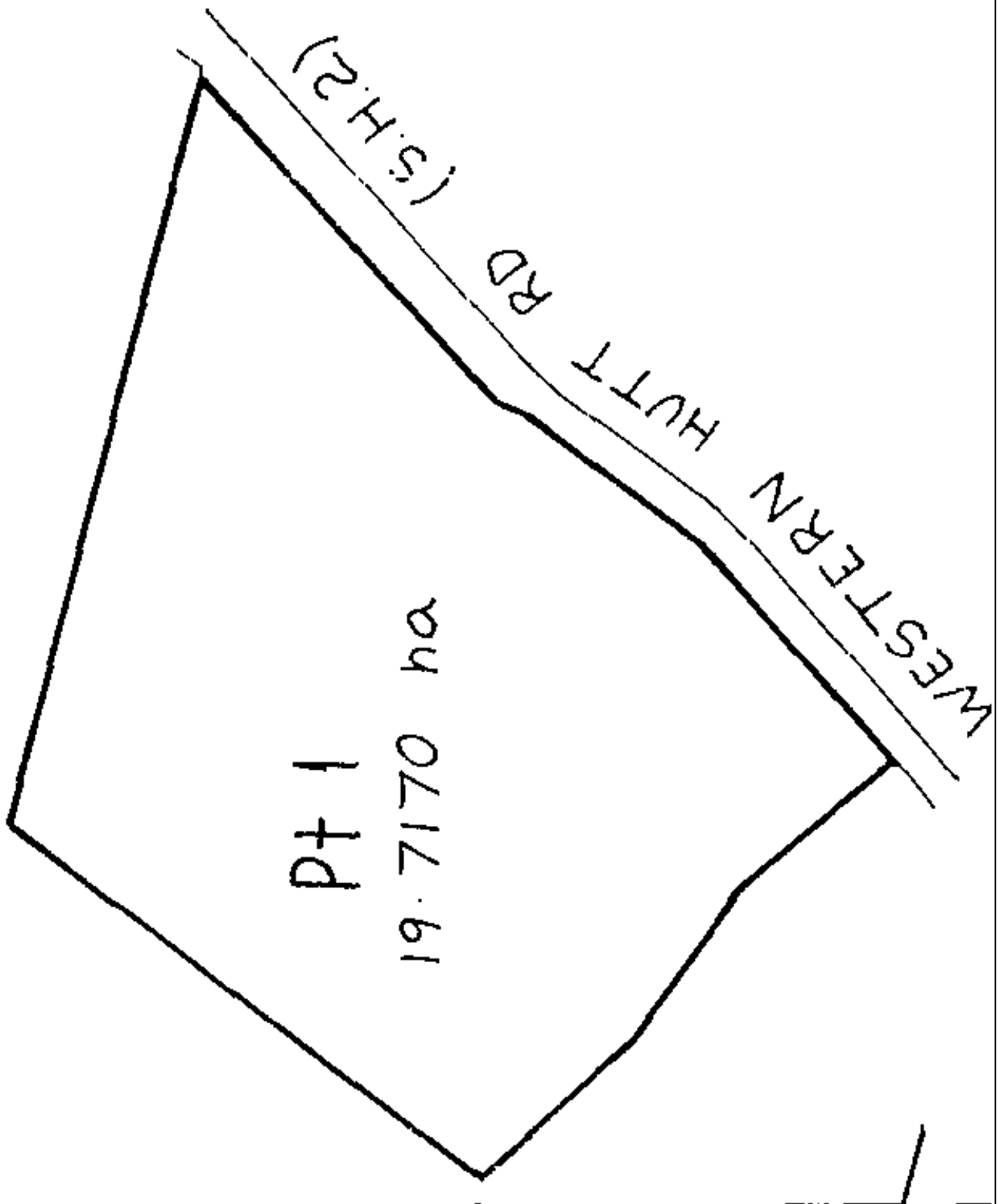
Registered Owners

Fletcher Concrete and Infrastructure Limited

Interests

9032630.1 Encumbrance to Hutt City Council - 28.9.2012 at 9:38 am

10476608.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 23.6.2016 at 10:44 am





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R.W. Muir
Registrar-General
of Land

Identifier

WNF2/1438

Part-Cancelled

Land Registration District **Wellington**

Date Issued 06 March 1967

Prior References

WN489/101

Estate Fee Simple
Area 16.1874 hectares more or less
Legal Description Lot 1 Deposited Plan 28205
Registered Owners
Fletcher Concrete and Infrastructure Limited

Interests

Subject to a right of way over part coloured yellow on DP 28205 specified in Easement Certificate 701267
332420.1 Gazette Notice taking part (1203m2) of the within land (hatched black hereon) for road - 22.6.1979 at 10.55 am

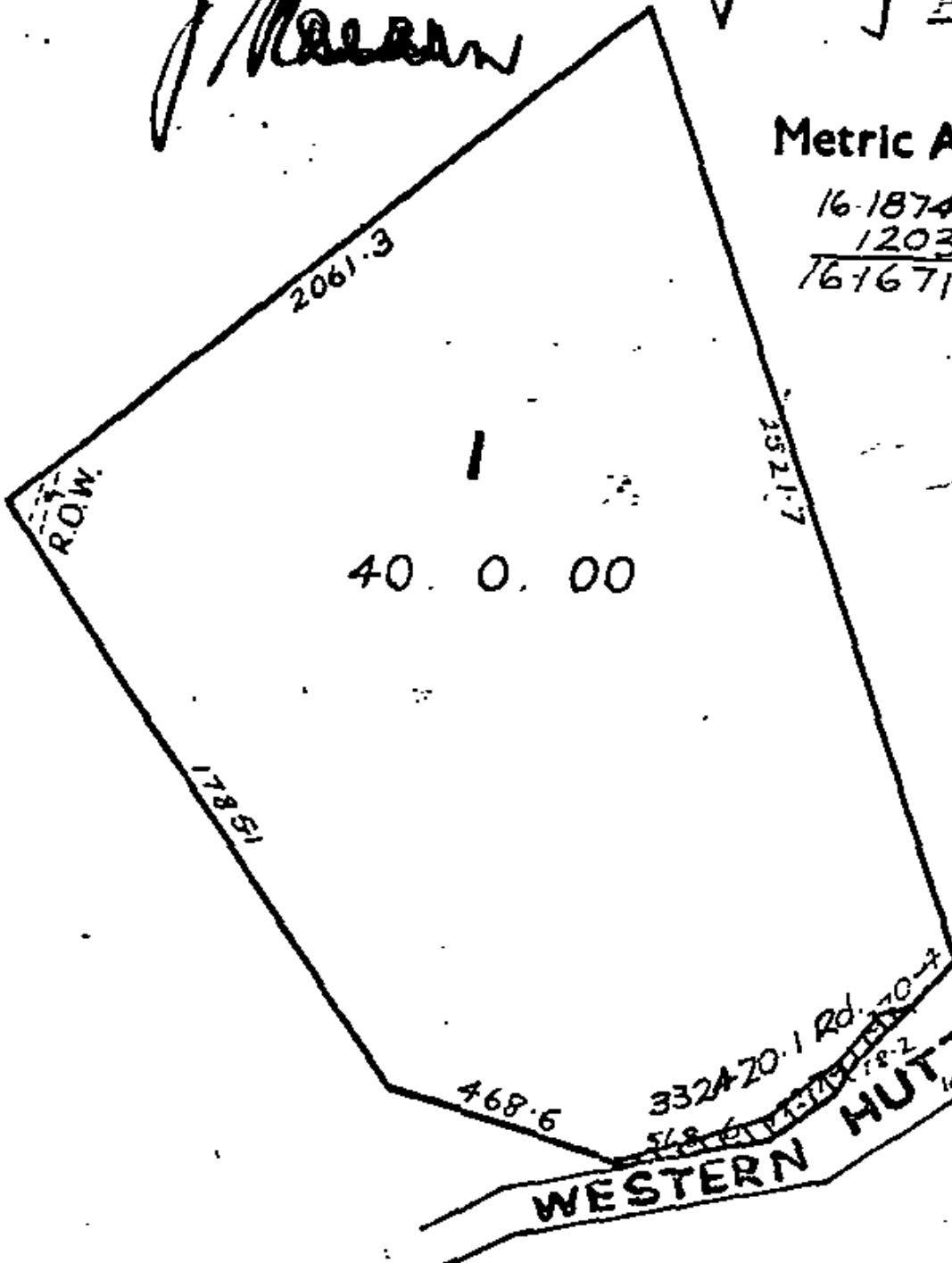
PRODUCED

[Handwritten signature]

A.L.R.

Metric Area

16-1874 ho
1203 / 33242
161671 ho



R.O.W.

2/1438

E
A

Reference:

Prior C/T. 489/101

Transfer No.

N/C. Order No. 701270

Land and Deeds 70

No. F2/1439



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT LIMITED AS TO PARCELS

This Certificate dated the 6th day of March one thousand nine hundred and sixty-seven under the seal of the District Land Registrar of the Land Registration District of

WELLINGTON

WITNESSETH that DRY CREEK HOLDINGS LIMITED at Wellington

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 836 ACRES 3 ROODS 00.3 of a PERCH more or less situate in Blocks III and IV of the Belmont Survey District being Sections 263 and 264 and Part Sections 14, 197, 198, 200, 200A, 260, 261, 262 and 265 Hutt District.



Assistant Land Registrar

Interests at date of issue:-

1. Appurtenant to the part Section 200 herein is a right of way over the part Lot 1 shown coloured yellow on Plan 28205 (C.T. F2/1438) see Easement Certificate 701267
2. Proclamation 3673 defining the Middle Line of a road.
3. Proclamation 3693 defining the Middle Line of a road.
4. Proclamation 3862 defining the Middle Line of a road deviation.
5. Proclamation 5074 taking a right of way over part Section 197 Hutt District appurtenant to another part of Section 197 (1 Rood 3.7 Perches)
6. Proclamation 5571 taking an easement over part Section 197 (34.32 perches) and vesting in Her Majesty the Queen in perpetuity water pipe Line and incidental rights thereover as appurtenant to the part land (1 Rood 3.7 Perches) in Proclamation 5074 for the development of water power (Haywards Substation)

7. Mortgage 38672 to Bank of New Zealand produced 18.12.1953 at 1.51p.m. and 18.12.1954 at 11.40a.m.

No. 711719 Gazette Notice declaring portion of State Highway No. 58 (Haywards-Paremata) to be a limited access road - 16.6.1967 at 1.45p.m.

A.L.R.

NP926231 Compensation Certificate under Section 17 of the Public Works Amendment Act, 1948.

- 6.7.1972 at 9.24 am.

A.L.R.

A604164 Compensation Certificate under Section 17 of the Public Works Amendment Act, 1948. 25.10.1973

A.L.R.

338680.1 DISCHARGED 25/9/74 Compensation Certificate under Section 17 of the Public Works Amendment Act, 1948.

18.3.1974 at 2.30 p.m.

A.L.R.

A.L.R.

No. 338680.1 Gazette Notice declaring the within land taken for State Housing Purposes together with the easements as set out in easement certificate 701267 and proclamations 5074 and 5571 and subject to proclamations 3673, 3693 and 3862 defining the middle line of a road - 25.9.1979 at 11.20 a.m.

A.L.R.

EQUIVALENT METRIC

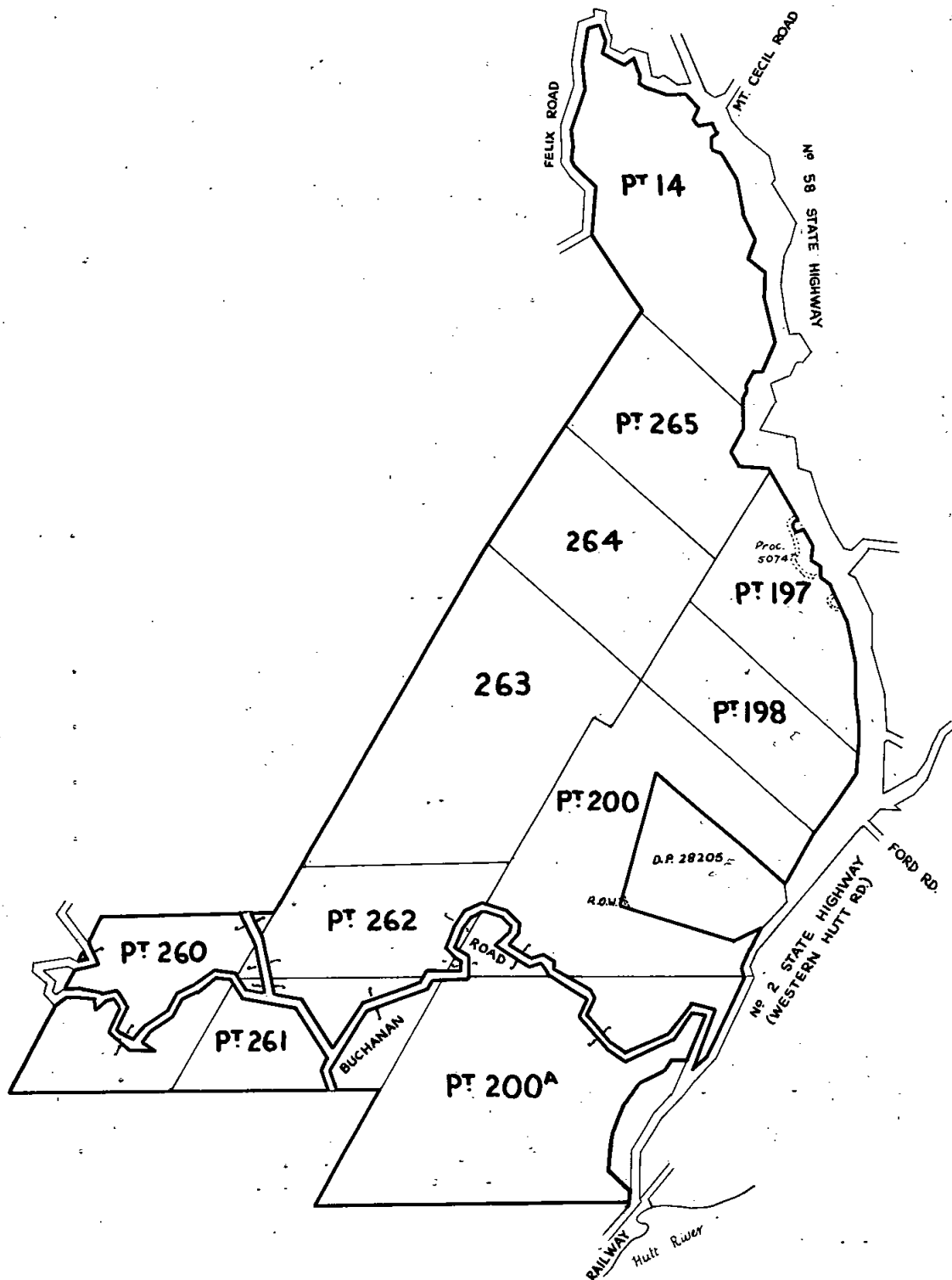
AREA IS 338.6214 ha



64376 W

No. F2/1439

F2-1439 CERTIFICATE OF TITLE ~~F2-1439~~



TOTAL AREA: 836a. 3r. 00-3p.

Scale: 20 chains to an inch.

S.O. 10984⁸ 11420, 20039,

S.O. 23979, 20267, 23026

CERTIFICATE OF TITLE

1

CERTIFICATE OF TITLE

|



Summary of existing easements and title instruments – V3

For Winstone Aggregates - Potential Land Exchange

Schedule of Existing Easements			
Purpose	Shown	Burdened Land	Creating Document
Right of Way	A	Part Lot 1 DP 28205	701267
Assessment of 701267 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
Assessment of T 638593 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).			

Schedule of Existing Easements to be Surrendered			
Right of Way Telecommunications Electricity Supply	B	Lot 4 DP 322126	5835385.4
Assessment of 5835385.4 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.			

Schedule of Existing Easements in Gross (to Fletcher Concrete and Infrastructure Limited).			
Purpose	Servient	Dominant	Creating Document
Quarrying Effects	Lots 4, 5 & 100 DP 322126	Fletcher Concrete and Infrastructure Limited	5835385.5
Assessment of 5835385.5 This is an easement/private Land Covenant in favour of Fletcher Concrete and Infrastructure Limited (Grantee) over Lots 4, 5 & 100 DP 322126 (Grantor) for the following. <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> <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> <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> Covenants, Terms and Conditions <i>The Grantor and the Grantee acknowledge and confirm that:</i> 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.*

Schedule of Existing Covenants			
Purpose	Shown	Burdened Land	Creating Document
Open Space Covenant Pursuant to Section 22 QE II National Trust Act 1977	C	Lot 1 DP 60552	10476608.1
	D		
	E	Part Lot 1 DP 22561	

Assessment of 10476608.1

RTs WN31B/39 and WN31D/969 are subject to the QEII open space covenant areas created by 10476608.1.

- i. The purpose of the covenant is to protect and maintain the natural character of the covenant area.
- 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.
- iii. The covenant requires that when any part of the land is disposed of, the covenantor must:
 - a. notify the QE II National Trust of the disposition and provide the contact details of the new owner; and
 - 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.
 - 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.

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.

Schedule of Existing Encumbrances			
Purpose	Shown	Burdened Land	Creating Document
Vegetation Protection	F	Part Lot 1 DP 22561	9032630.1
Assessment of 9032630.1 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). No vegetation may be removed or destroyed from the vegetation area, except to control weeds. 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.			

Consent Notice	
Burdened Land	Creating Document
RTs 88258, 88259 & 88260 (Lots 4, 5 & 100 DP 322126)	5835385.2
Assessment of 5835385.2 Records of title 88258, 88259 & 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: <i>The grazing of pigs and goats and the keeping of mustelids shall be prohibited.</i> <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> <i>All restrictive covenants and land covenants as shown on the face of the scheme plan 469SCH4D shall apply.</i> <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> <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> <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>	

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 (1203m²) 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: _____

Frank Sutton, Senior Planner

For AdamsonShaw

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

Correct
mmk
Dak

mmk
Dak

mmk
Dak

mmk
Dak

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

Solomon
Solomon
Lower Hutt

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.

Caract 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

①. 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.

```
graph TD
    subgraph Document
        direction TB
        TL[1234]
        TR[1234]
    end
```
- (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:-

K. J. McMILLAN

Keith John McMILLAN
Solicitor
Home Hill

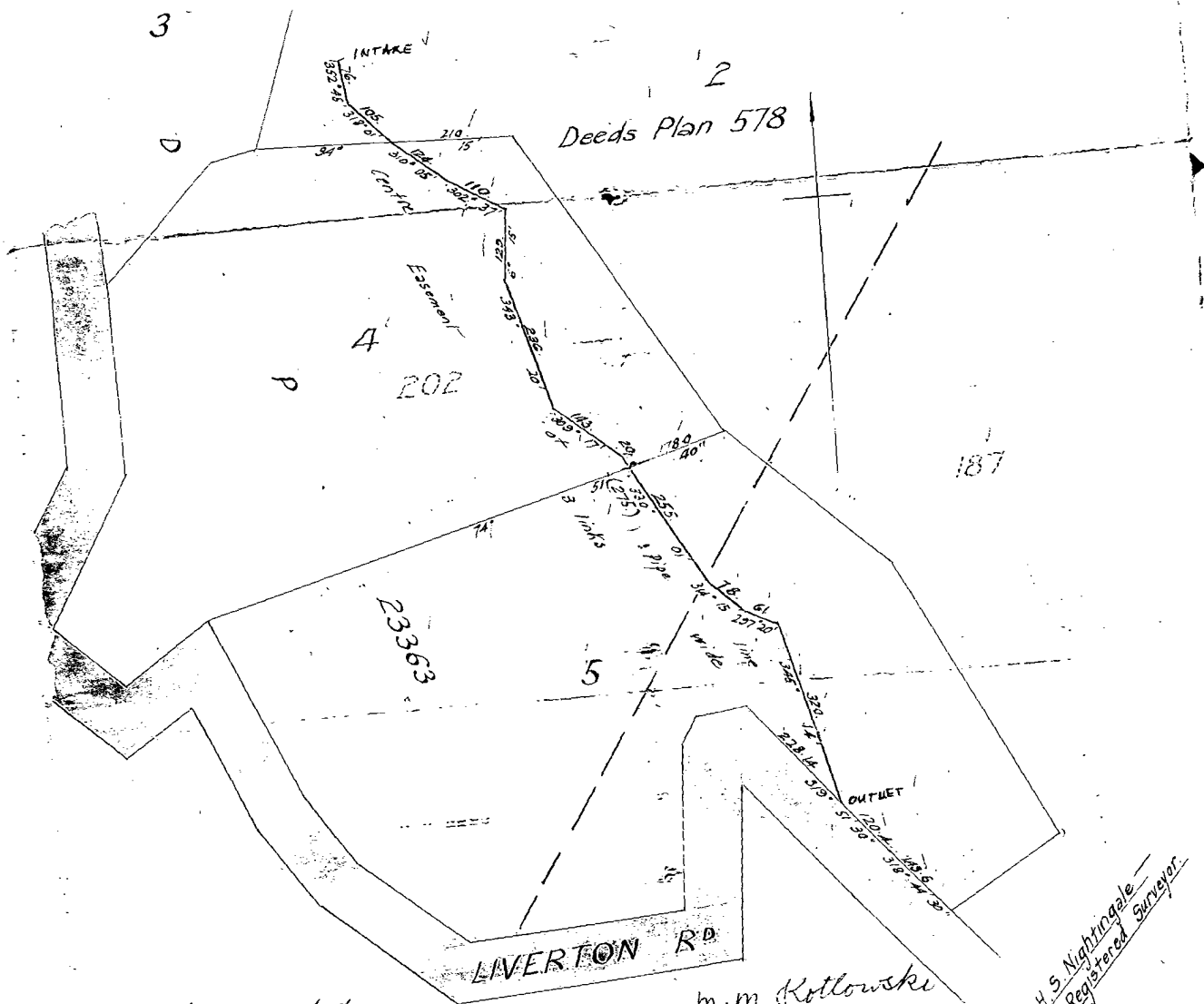


Diagram Accepted.
for ~~Drainage~~
Easement Purposes.
only. A.B.C.
26/10/65.

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>
Date:	20 JUL 1965
Time:	2 1
Fee:	£ 4 12
Abstract No.	3333

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

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

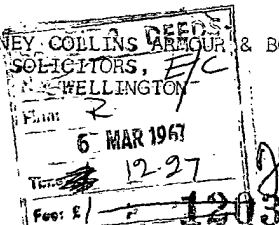
at 12.27 o'clock.



of the District of WELLINGTON

Noted
 DP 28205
 13/3

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



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.

S.D. Cottle

B.

Edwin F. Ruthven Cooke

Signature [common seal]
of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK LETTERS (unless legibly printed)

Witness name

Occupation Edwin Frederick Ruthven Cooke
Solicitor
Address Greytown

A.

S.D. Cottle

C.

Linda P. Cottle

Signature [common seal]
of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK LETTERS (unless legibly printed)

Witness name

Occupation Edwin Frederick Ruthven Cooke
Solicitor
Address Greytown

Certified correct for the purposes of the Land Transfer Act 1952

Edwin F. Ruthven Cooke

[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 *John D. Battle* *B.* *[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



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

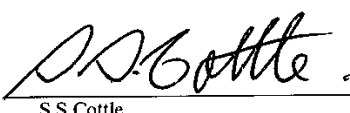
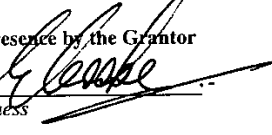
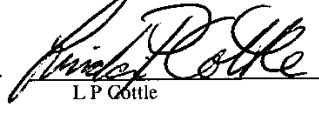
FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

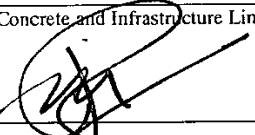
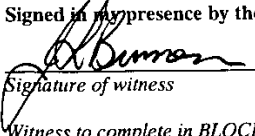
Grant* of easement or *profit à prendre* or creation of covenant

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

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

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.

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

4/9/03

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:

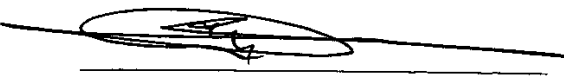
Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
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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.

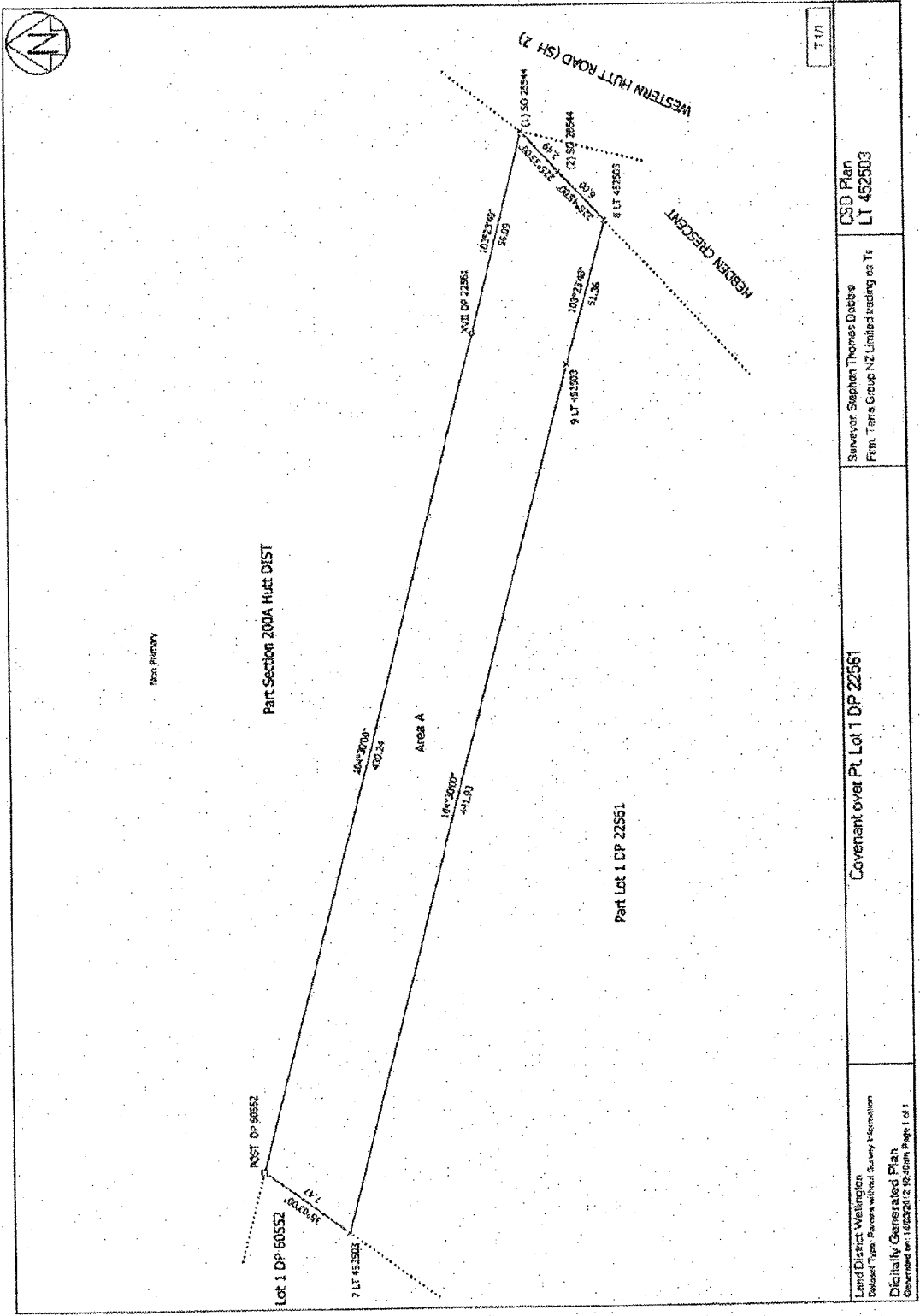
3 Agreement

- 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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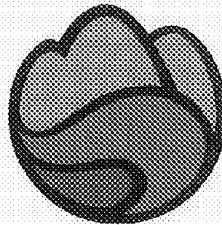
WN31D/969	Wellington
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Annexure Schedule: Contains 14 Pages.

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

Open space covenant

Covenant no. 5-07-755

- 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;

Open space covenant

Covenant no. 5-07-755

- 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

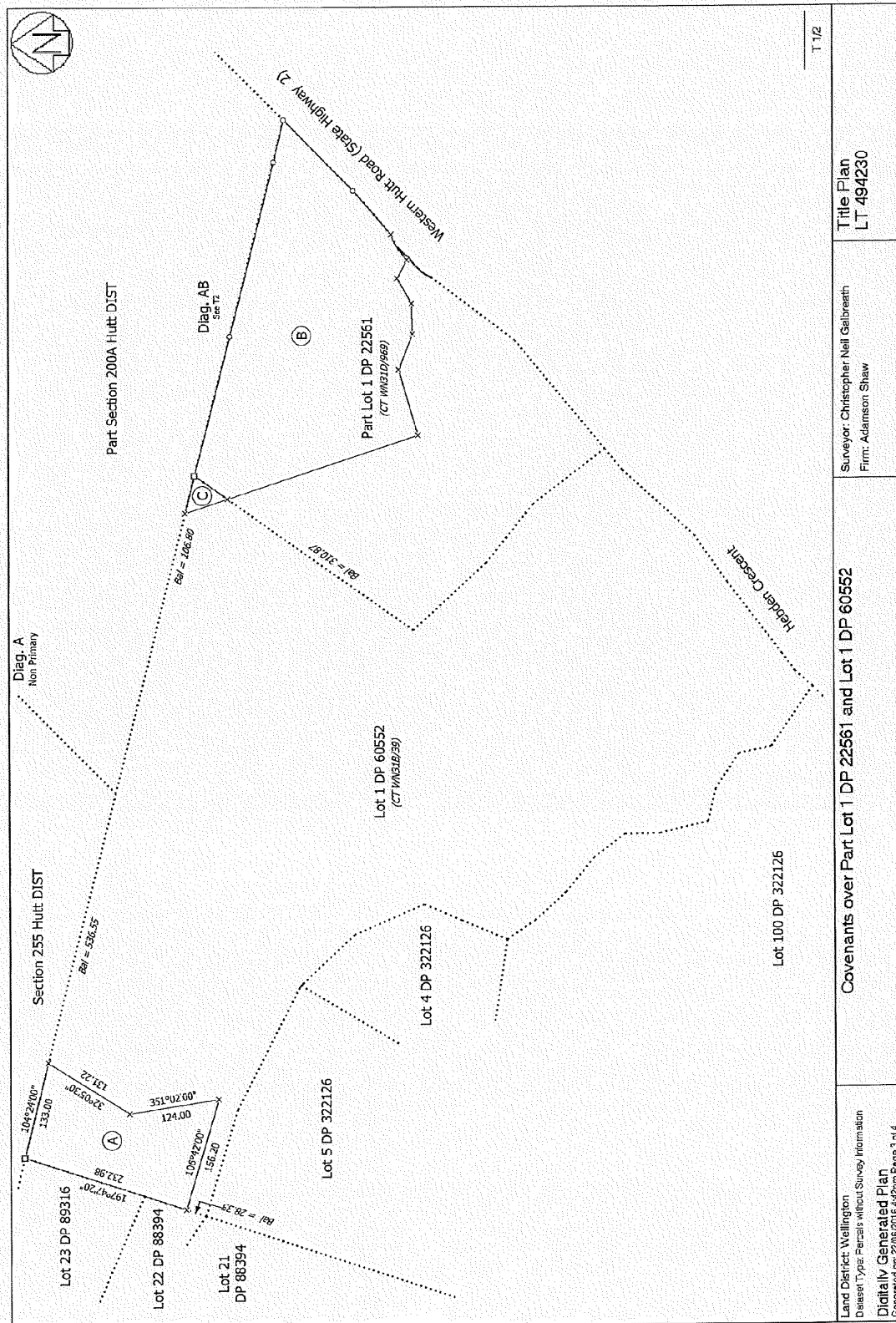
Estate: Fee Simple

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

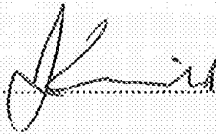
Signature.....

Director

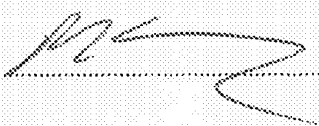
Matthew Victor Crockett

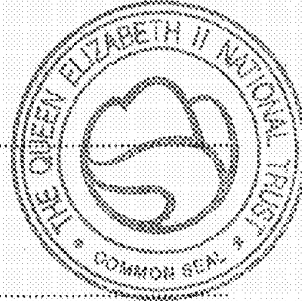
Name

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

Chairperson.....

Director.....

Chief Executive



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 33 perches, situated in the City of Wellington, being Lot 2, D.P. 16333, being part Section 107, Oharaui 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 2000a, 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. 24/1/53)

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 Waimaea East; coloured blue on plan.
- 0 0 1-2 Part Section 26, District of Waimaea 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. 9/7/30)

22 JUNE

NEW ZEALAND GAZETTE

2757

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.
w5546

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.
w5547

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.
w5548

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.

338,5687 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.O. R.R.C. 0997; R.O. G04/401; D.O. R04/303)w5549

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.



Portland District of Wellington

11278

Belmont

Scale 10 Chains to an Inch
1877

1877

852 / 122
225 / 20

20 ML 3430
155 ML 2008

1057

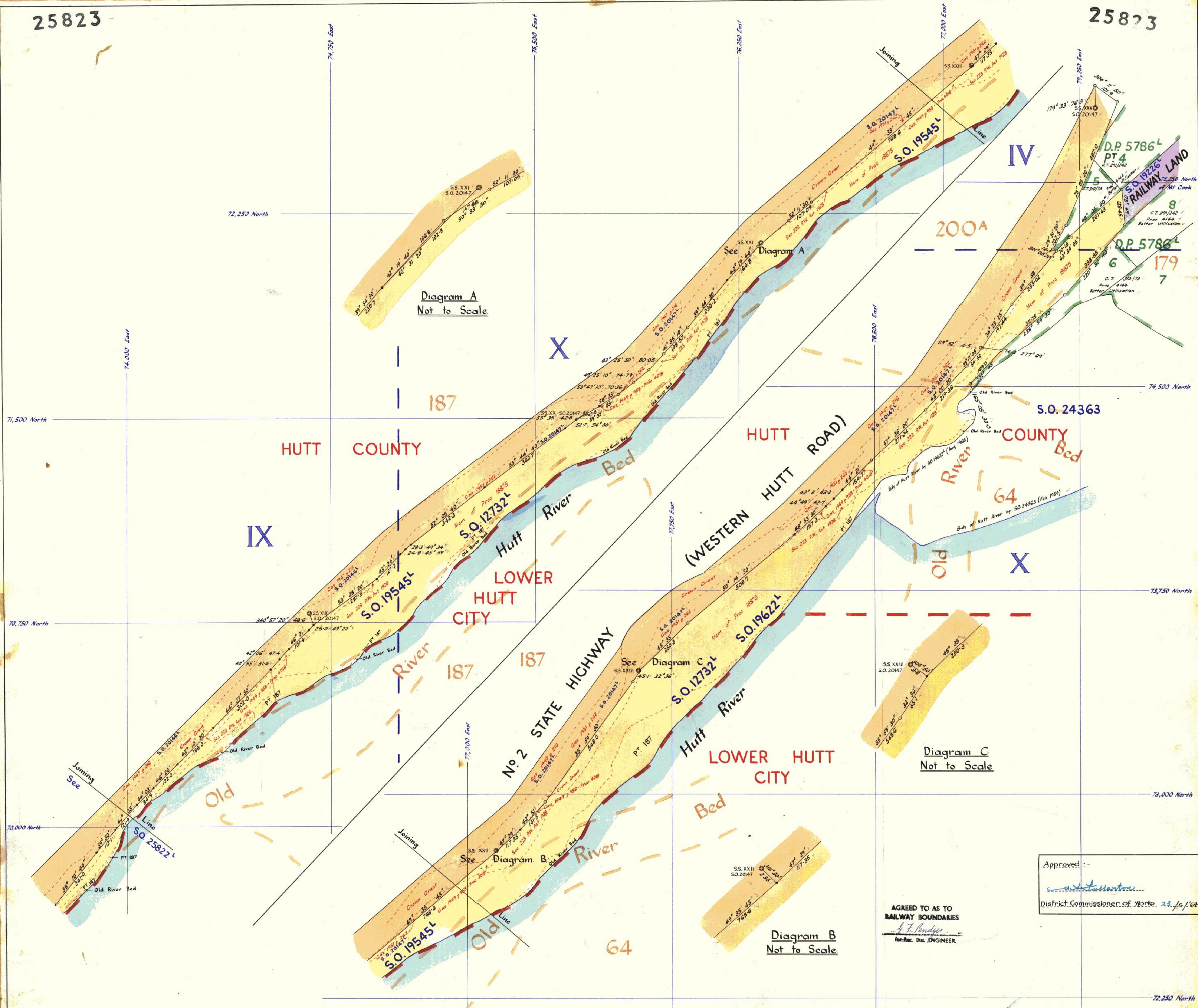
374121



11420

25823

25823



25823

Plan of
Railway Land by Section 223 P.W. Act 1928, Proc 4018 and Memorial of
Proc 18875 and Accretion thereto, being Part Sections 179, 187 and
200^A Hutt District and Part Old Bed of Hutt River.

Blocks IV, IX and X Belmont S.D.
Wellington Land District : Hutt County.

Scale : 150 Links to an inch : Compiled in Survey Office : April 1964.

See S.O. 25820^L for area.

Received 7-5-64
File 9/961
Instructions 26/2/64 Fol 60^B
Reference Plans of S.D. 24363
10/8/64, 10/8/64, 10/8/64, 10/8/64, 10/8/64
10/8/64, 10/8/64, 10/8/64, 10/8/64, 10/8/64
Field book p. 83-88
Traverse book 155 p. 83-88
Examined by J. B. Paddison 1/6/64
Recorded Belmont Hutt Valley 13/9/64
Plan in order for approval
[Signature]

Drawn by B.J. Paddison

Approved: *[Signature]*
Chief Surveyor 25/6/64
25823
Sheet 4 of 4

Area	Colour	Gaz. Ref.	Purpose
1. 1. 00-7	Yellow		
2. 0. 11-9	Blue		
0. 2. 28-8	Blue		

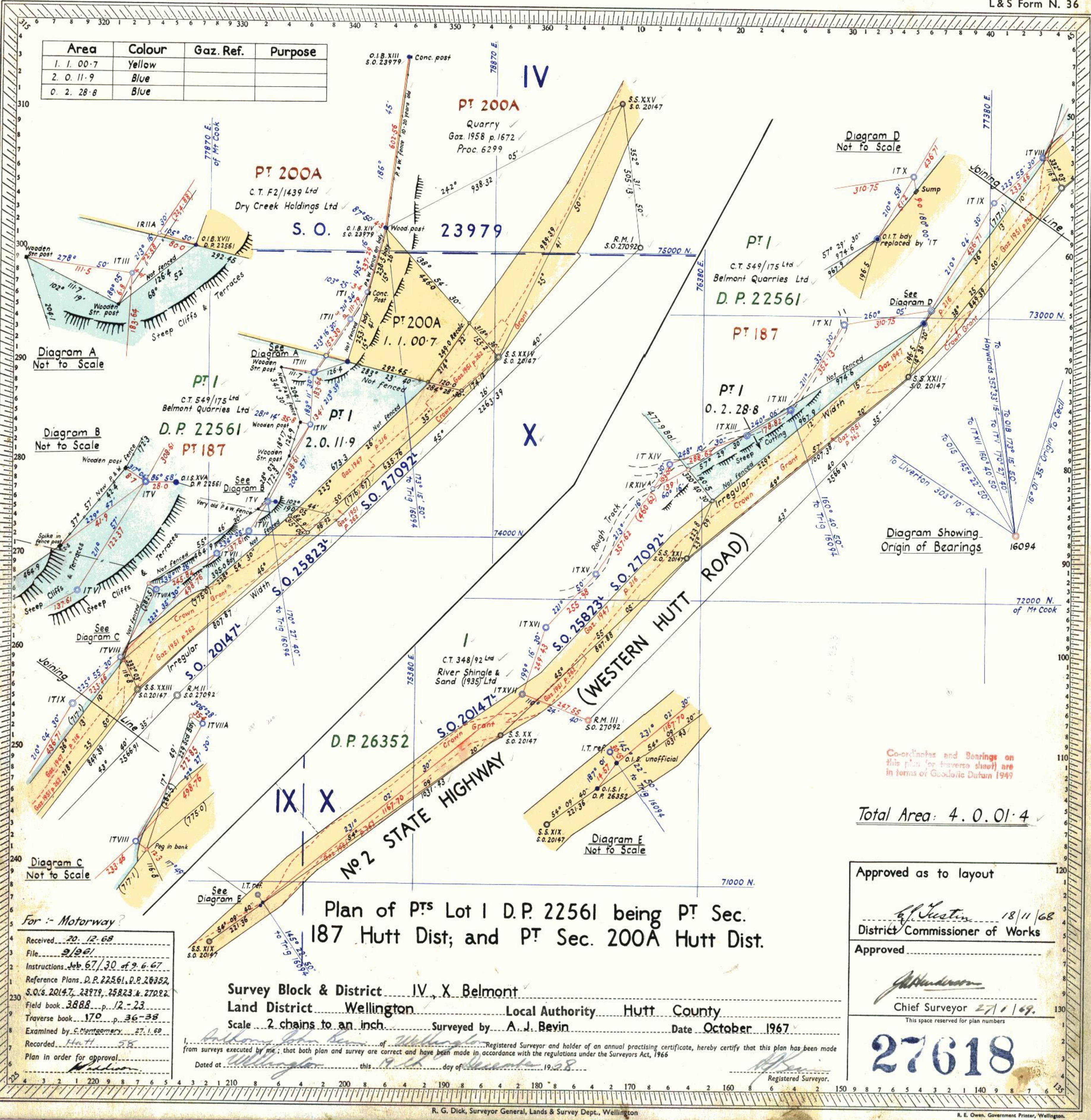


Diagram A
Not to Scale

Diagram B
Not to Scale

Diagram C
Not to Scale

Diagram D
Not to Scale

Diagram E
Not to Scale

Diagram Showing
Origin of Bearings

Total Area: 4. 0. 01. 4

Plan of PTs Lot I D.P. 22561 being PT Sec.
187 Hutt Dist; and PT Sec. 200A Hutt Dist.

Survey Block & District IV, X Belmont
Land District Wellington Local Authority Hutt County
Scale 2 chains to an inch Surveyed by A. J. Bevin Date October 1967

I, *Anthony John Bevin* of Wellington, Registered Surveyor and holder of an annual practising certificate, hereby certify that this plan has been made from surveys executed by me; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act, 1966
Dated at *Wellington* this *19th* day of *December* 19*68*

Approved as to layout
Justin 18/11/68
District Commissioner of Works
Approved
W. Henderson
Chief Surveyor 27/1/69
This space reserved for plan numbers

27618

