

Search Copy



Identifier 209570

Land Registration District Taranaki
Date Issued 07 June 2005

Prior References TNC2/1115

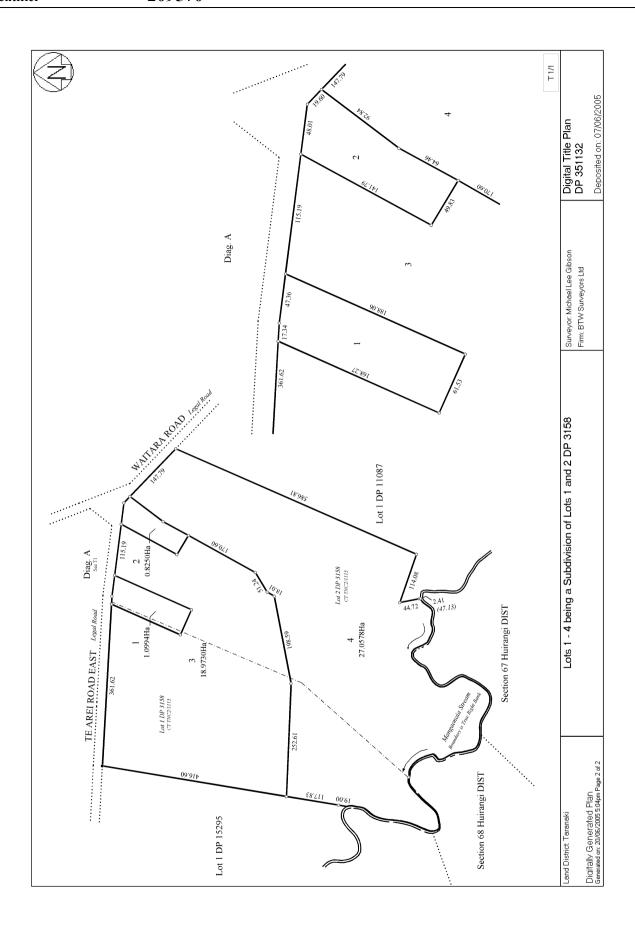
Estate Fee Simple

Area 27.0578 hectares more or less Legal Description Lot 4 Deposited Plan 351132

Registered Owners

Julian Moore Hamilton Haszard and Julian Haszard Trustee Company Limited

Interests





Search Copy



Identifier 332280

Land Registration District Taranaki
Date Issued 09 May 2007

Prior References

284038

Estate Fee Simple

Area 30.9962 hectares more or less
Legal Description Lot 2 Deposited Plan 383154

Registered Owners

Julian Moore Hamilton Haszard and Julian Haszard Trustee Company Limited

Interests

284477 Proclamation pursuant to Section 71 of the Petroleum Act 1937 defining the middle line of part of the Waitara-New Plymouth Methanol pipeline (Waitara to Herekawe Stream Section) over the parts marked d - e on DP 383154 - 30.11.1981 at 9.08 am

306074 Proclamation defining the middle line of the Motunui-Omata Petrol Product Pipeline over the parts marked f - g on DP 383154 - 13.12.1983 at 10.36 am

306075 Proclamation defining the middle line of the McKee-Omata Crude Oil Pipeline over the parts marked f - g on DP 383154 - 13.12.1983 at 10.37 am

306774 Pipeline Easement Certificate under Section 70 of the Petroleum Act 1937 over the parts marked d - e on DP 383154 in favour of (now) Methanex Waitara Valley Limited - 23.1.1984 at 10.39 am

307282 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 7.2.1984 at 10.00 am

Subject to a right to transmit electricity over parts shown a - b on DP 383154 specified in Easement Certificate 330606.2

The easements specified in Easement Certificate 330606.2 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right to convey electrical power over parts marked b - c on DP 383154 created by Transfer 330606.3

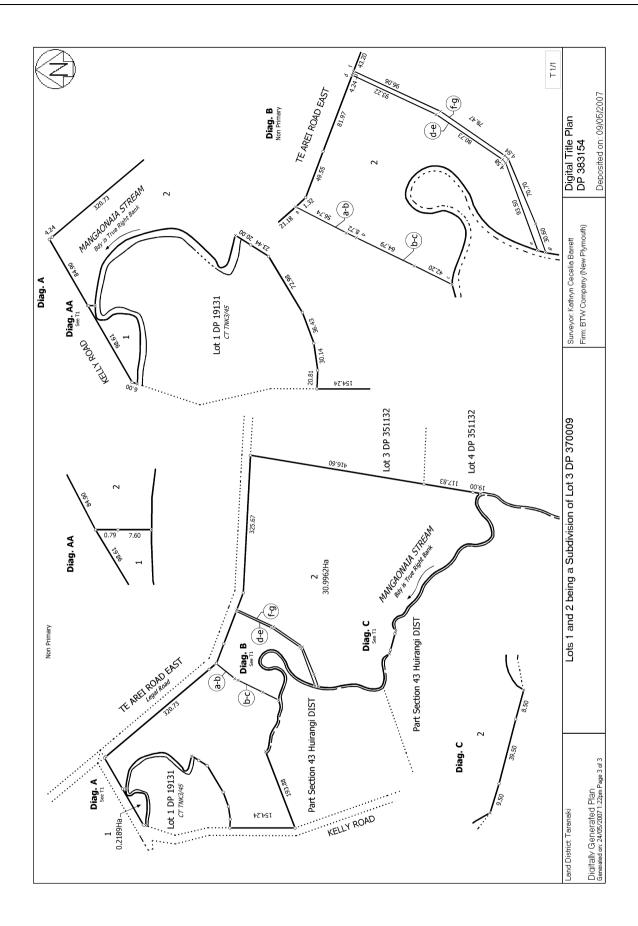
The easements created by Transfer 330606.3 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right (in gross) to pump move convey and transport natural gas products, petroleum products, water, other liquids and gases and mixtures of any of the foregoing over parts shown f - g on DP 383154 in favour of Methanex Motunui Limited created by Transfer 343152.1

The easement created by Transfer 343152.1 is subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)

Subject to a right (in gross) to pump move convey and transport natural gas products, petroleum products, water, other liquids and gases and mixtures of any of the foregoing over parts shown f - g on DP 383154 in favour of (now) Todd Taranaki Limited created by Transfer 343152.2

Subject to a right (in gross) to convey electricity over parts marked T and V on DP 499774 in favour of Powerco Limited created by Easement Instrument 10517555.2 - 2.11.2016 at 3:28 pm





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343 152.1

29/2/91/53

(Approved by the District Land Registrar, Taranaki No.317257.1)

MEMORANDUM OF TRANSFER

(GRANT OF EASEMENT)

37AL27 | 1 / 3

NEW 2001 FOR STORE BOOK AND

GRAHAM REX WALKER and JULIE FRANCES WALKER, both of Bell Block, Farmers, as tenants in common in equal shares

(hereinafter called "the Grantor") being registered as the proprietor

of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the LAND REGISTRATION DISTRICT OF TARANAKI

as is more particularly described in the schedule attached hereto (hereinafter referred to as "the hereinafter described land").

IN CONSIDERATION of the covenants hereinafter contained DOTH HEREBY TRANSFER AND GRANT unto
HER MAJESTY THE QUEEN (FOR THE DISTRIBUTION OF ENERGY)
(hereinafter called "the Grantee") the following rights and interests as an easement in gross forever:

- 1. The right from time to time and at all times to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove pipelines (hereinafter referred to as "the said pipelines") and all appurtenances thereto in, over or through those parts of the hereinafter described land marked (C-D, F-G, G-H) on Deposited Plan 14967 (which said parts marked (C-D, F-G, G-H) are hereinafter referred to as "the said strip of land") the said pipelines to remain the property of the Grantee and to pump, move, convey and transport through or within the said pipelines, natural gas products, petroleum products, water, other liquids and gases and mixtures of any of the foregoing.
- 2. The right within the boundaries of the said strip of land to remove all cultivated or natural vegetation including trees and shrubs.
- 3. The right to ingress and egress together with its engineers, surveyors, workmen, contractors with or without any vehicles, implements, tools, pipes and materials of any kind in and over and through the hereinafter described land for any and all purposes necessary or convenient to the exercise by the Grantee of its rights and interests herein granted.
- 4. The right within the boundaries of the said strip of land to construct, operate, inspect, maintain, repair, renew, change and remove such above ground devices as the Grantee may consider necessary or convenient for the said pipelines or any one or more of them. The expression "above ground devices" shall include (inter alia) valves, surface marker posts, test pipes and points, aerial crossing bridges and bridge abutments, metering devices, booster stations, bridges and fences around these devices.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

- (a) The Grantor shall have the right to use the hereinafter described land except as such use may unreasonably interfere with the enjoyment of the rights and easements granted herein but shall not erect any building, construction or fence or plant any tree or shrub within the boundaries of the said strip of land, disturb the soil of the said strip of land below a depth of 0.4 metres from the surface or do anything which would or could damage or endanger the pipeline without the written consent of the Grantee and such consent shall not be unreasonably withheld.
- (b) The Grantee shall bury the said pipelines so that they will not interfere with the ordinary cultivation of the hereinafter described land and in so doing or in maintaining, repairing, renewing, changing or removing the said pipelines or any one or more of them shall cause as little damage as possible to the surface of the hereinafter described land.
- (c) The Grantee shall pay to the Grantor the sum of \$0.10c receipt of which is hereby acknowledged as consideration for the grant of this easement and for the laying of a pipeline (having a nominal bore of 250 mm) authorised hereunder. In respect of the laying of subsequent pipelines the Grantee shall pay to the Grantor as a consideration therefor a sum to be mutually agreed upon or failing agreement to be fixed by arbitration in accordance with the provisions of the Arbitration Act 1908 or any statutory amendment or modification thereof.
- (d) The Grantee shall pay the costs of restoring all damaged fences and the said surface as nearly as possible to their former condition or state excluding any trees or shrubs removed so often as the same shall be necessary hereunder and in addition shall in accordance with the provisions of the Petroleum Act 1937 and its amendments pay to the Grantor compensation for all other loss, injury or damage suffered by the Grantor in respect of the rights acquired by the Grantee under this easement.

This grant and the covenants and conditions herein set forth shall be binding upon the executors, administrators, successors and assigns of the parties hereto and the Grantee may grant any licence or right in respect of any estate or interest conferred by this instrument or may assign any such estate or interests.

IN WITNESS WHEREOF these presents have been executed the 5 th
day of St MARCH 1987
GRAHAM REX WALKER
as Grantor JULIE FRANCES WALKER in the presence of: H. F. Switch
Proceedy Management Office
Property Management Officer
Auckland
//
1 1 4 4 1
SIGNED by X Ky Lyard X
as Grantee
(by the affixing of its common seal)
In the presence of:
Solicon
2 3/11/45
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SIGNED by the fluid Benking Fut god on pulsail of the flural SIGNED by 002, oration of New Bonking and Finance Corporation
English by of New Zactand.
Colin Roger Parry Alleson
A Ser Parry / Lellow
acting for the said Corporation oursuits to section 13 of the
Rura Banking and Finance
Corporation Act 1974 in the
presence of:
Witness: C81Nonno
Popupation: Clerk (Logol) Rural Banking and Finance Corporation,
dross: Palmerston North.
en e
* as charge hilder under siere 176770

J. Walker.

ROBERT JAMES TIZARD

(AS MINISTER OF ENERGY) on behalf of
Her Majesty the Queen for the
distribution of energy



Inquiries to G P Hulbert

Date 29.5.57

District Office

Government Bldg., Shakespeare Rd.

Private Bag, Napier

Telephone 58 196. Telex NZ 31119 .

Our ref AD7/75

Your ref

District Land Registrar Department of Justice Land Registry Office Private Bag NEW PLYMOUTH

NEW PLYMOUTH GAS PIPELINE TRANSFER (GRANT OF EASEMENT) TO HER MAJESTY THE QUEEN PAYMENT OF FEES

I am a certifying officer for the purposes of Treasury Instructions. Accordingly I am able to certify that any fees charged on the registration of the attached documents in your office would be payable directly or indirectly from the Consolidated Revenue Account.

G P Hulbert

District Solicitor

SCHEDULE

All that parcel of land containing 61.5283 hectares more or less situate in Blocks III and VII Paritutu Survey District being Section 115 Waitara West District as is more particularly shown on Deposited Plan 1264, Section 114 Waitara West District as is more particularly shown on Deposited Plan 1264, Lot 1 on Deposited Plan 15018 being part of Section iI3 Waitara West District and Lot 1 on Deposited Plan 15295 being part of Section 69 Huirangi District and being all the land in Certificate of Title Volume (H1) Folio 744 (Taranaki Land Registry).

Together with and subject to the easements, covenants and restrictions as set out on the title.

SUBJECT

- (1) Subject to Sections 308(4)(5) and (6) Local Government Act 1974
- (2) Pipeline Easement Certificate 165445
- (3) Proclamation 284477
- (4) Proclamation 306074
- (5) Proclamation 306075
- (6) Pipeline Easement Certificate :06774
- (7) Transfer 330606.3
- (8) Easement Certificate 330606.2
- (9) The easement created by Transfer 330606.3 is subject to Section 309(1)(a) of the Local Government Act 1974
- (10) The easement referred to in E. sement Certificate 330606.2 above when created will be subject to Section 309(1)(a) of the Local Government Act 1974

- (11) Compensation Certificate 3072**82**
- (12) Mortgage 336379.5
- (13) Statutory Land Charge 336379.
- (14) Mortgage 337306.1
- (15) Mortgage 337306.2

REGISTERED IN DUPLICATE

TRANSFER OF Grant of Easement

Correct for the purposes of the Land Transfer Act 1952.

Situated in the Land Registration District of Taranaki

Solicitor for Grantee

G R AND J F WALKER

HER MAJESTY THE QUEEN (FOR THE DISTRIBUTION OF ENERGY)

377658 Application pursuant to Grantor Section 25(1)(a) State-Owned Enterprises Act 1986 whereby New Zealand Liquid Fuels Investment Limited is registered as grantee of the within easement - 15.1.1991 at 9.30 o'c

Particulars entered in the Register on the date and at the time recorded below.

Subject to Section 27B of the State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)

Transfer 400221 of the grantee in the within Transfer Grant of Easement to New Zealand Synthetic Fuels Corporation Limited at Auckland 27.4.1993 at 9.00 o'c

408425 Evidence that the Grantee in the within Transfer Grant of Easement has changed its name to Methanex Motunui Limited 18.2.1994 at 11.14_

DIST. ASST. LAND REGISTRAR... LAND REGISTRY NEW

PARTICULARS ENTERED PLYMOUTH



Limited as to Parcels

Search Copy



Identifier TN121/140

Land Registration District Taranaki

Date Issued 27 November 1925

Prior References

DI 7/312 DI 7/8

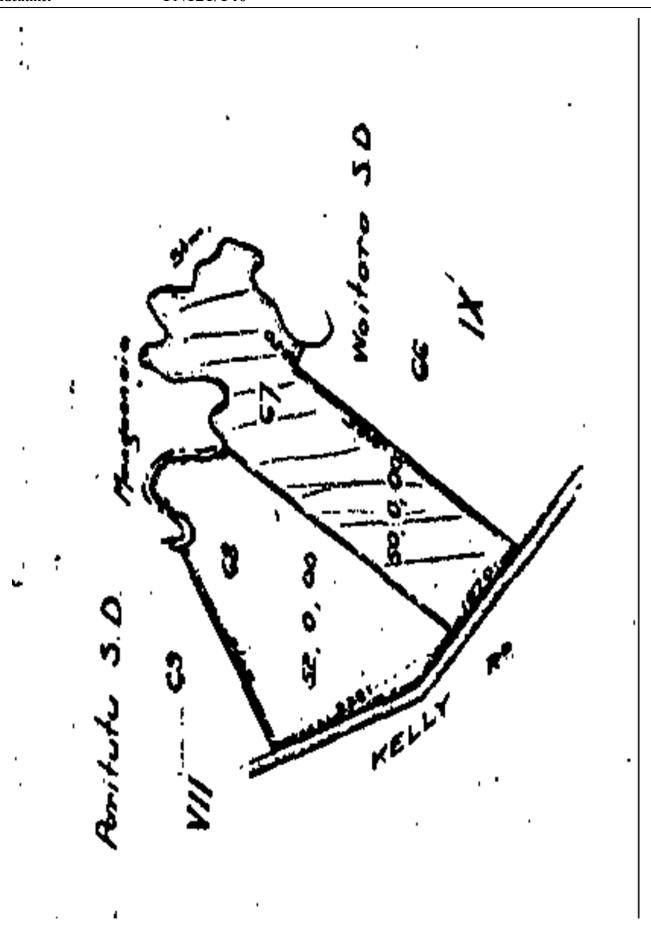
Estate Fee Simple

Area 21.0437 hectares more or less
Legal Description Section 68 Huirangi District

Registered Owners

Julian Moore Hamilton Haszard and Julian Haszard Trustee Company Limited

Interests





Limited as to Parcels

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Identifier TN121/157

Land Registration District Taranaki

Date Issued 19 December 1925

Prior References

DI 12/25

Estate Fee Simple

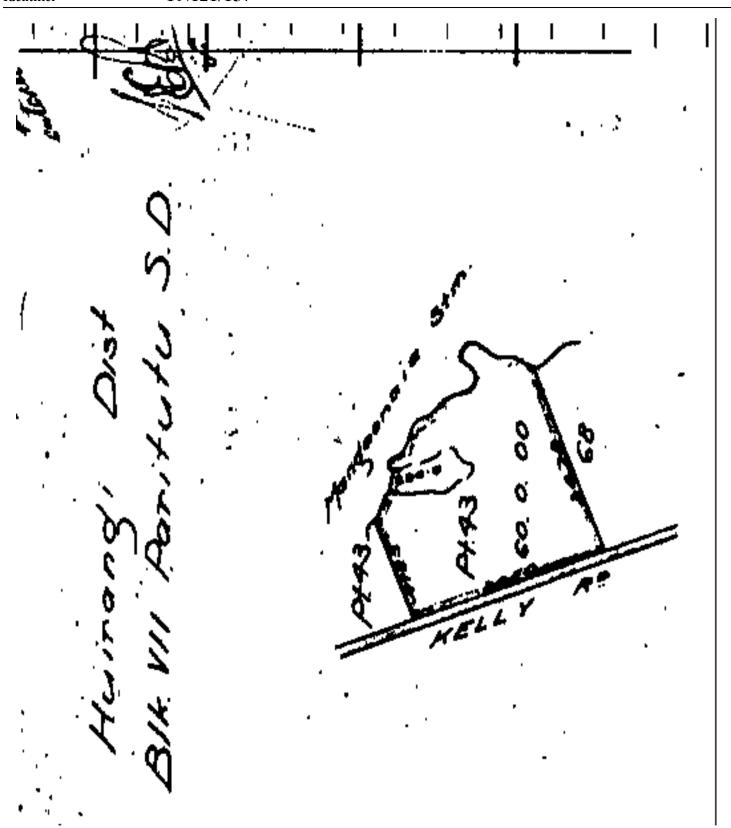
Area 24.2811 hectares more or less

Legal Description Part Section 43 Huirangi District

Registered Owners

Julian Moore Hamilton Haszard and Julian Haszard Trustee Company Limited

Interests





Limited as to Parcels

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Identifier TN211/97

Land Registration District Taranaki Date Issued 04 July 1956

Prior References

TN121/140

Estate Fee Simple

Area 20.2343 hectares more or less
Legal Description Section 67 Huirangi District

Registered Owners

Julian Moore Hamilton Haszard and Julian Haszard Trustee Company Limited

Interests

Subject to a right (in gross) to convey electrical signals, information and communication over part marked A-B-C-E-F-G-H-I-X on DP 14307 in favour of (now) Powerco Limited created by Transfer 308761 - 29.3.1984 at 12.05 pm

