

RECORD OF TITLE INFORMATION

The Site comprises allotments, as detailed in **Table One** below.

| TABLE ONE: ALLOTMENT DETAILS | | | | |
|---|-------------------------------------|---------------------------------|---------------------|--|
| LEGAL DESCRIPTION | TITLE | CURRENT OWNER | AREA | |
| Part Section 3 Watts Peninsula District (Part Lot 1 DP 4741) | WN46B/927 | Her Majesty the Queen | 5084 m ² | |
| Part Lot 4 Block XII DP 858 | WN46B/923 | Her Majesty the Queen | 1.0901 Ha | |
| Section 1 SO 24508 & Part Lot 1 DP 4741 | WN46B/926 | Her Majesty the Queen | 4527m ² | |
| Sections 1, 3 SO 477035 | 760897 | Her Majesty the Queen | 4.4182 Ha | |
| Sections 4, 6-7 SO 477035 | 760898 | Her Majesty the Queen | 5.2328 Ha | |
| Section 1 SO 581456 | (yet to be issued) | | 1.91 Ha | |
| Section 2 SO 581456 | (yet to be issued) | | 1.063 Ha | |
| Section 100 SO 528811 | N/A – Gazetted for Defence Purposes | Her Majesty the Queen – Defence | 74ha | |
| Lot 7 DP 515825 | 803088 | Shelly Bay Taikuru Limited | 5322m ² | |

A review of limitations registered on the above Records of Title is provided in below. The fast track application will adequately address and reconcile the existing easements on the Site and the matters of the consent notices.

| TABLE TWO: RECORD OF TITLE LIMITATIONS | | | | |
|--|------------------------|--|-----------------------------|---------------------|
| TITLE LIMITATIONS | | | | |
| EXISTING EASEMENTS IN GROSS | | | | |
| PURPOSE | MARKED | BURDENED LAND | TRANSFeree/GRANTEE | CREATED BY DOCUMENT |
| Right of Way | | Section 1, 3 Survey Office Plan 477035 | Her Majesty the Queen | 411135 |
| Convey Water | B | Section 4 SO 477035 | Wellington City Council | 8555690.1 |
| Convey Gas | A, B, C, D, E, F and G | SO 477035 | Powerco Limited | 9293197.1 |
| EXISTING EASEMENTS | | | | |
| Right of Way | B | Section 4 SO 477035 | Telecom New Zealand Limited | 5269266.3 |
| Telecommunications Protection Corridor | H | Section 6 SO 477035 | Telecom New Zealand Limited | 5269266.4 |

| TABLE TWO: RECORD OF TITLE LIMITATIONS |
|--|
| TITLE LIMITATIONS |
| LAND CAVEAT 11519861.1 |
| Applies to Titles 760897, 760898, WN46B/923, WN46B/926 and WN45B/927 and restricts the registration of any instrument or recording of any matter that would transfer, charge or prejudice the estate |
| CONSENT NOTICES AND LAND COVENANTS |
| There are no Consent Notices or Land Covenants on the Titles |

Released under the provision of
the Official Information Act 1982



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **WN46B/927**
Land Registration District **Wellington**
Date Issued 27 October 1995

Prior References
GN B457384.1

| | |
|--------------------------|---|
| Estate | Fee Simple |
| Area | 5084 square metres more or less |
| Legal Description | Part Section 3 Watts Peninsula District |
| Purpose | Justice |
| Registered Owners | |
| Her Majesty the Queen | |

Interests

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am
11519861.1 CAVEAT BY MAU WHENUA INCORPORATED AND KINGI MORGAN - 14.8.2019 at 6:59 pm





View Instrument Details

| | |
|-------------------------------|--|
| Instrument Type | Caveat against dealings with land under Section 138 Land Transfer Act 2017 |
| Instrument No | 11519861.1 |
| Status | Registered |
| Date & Time Lodged | 14 August 2019 18:59 |
| Lodged By | Simon, Gregory John |

| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| 760897 | Wellington |
| 760898 | Wellington |
| WN46B/923 | Wellington |
| WN46B/926 | Wellington |
| WN46B/927 | Wellington |

Registered Owner
Her Majesty the Queen

Caveator
Mau Whenua Incorporated
Kingi Morgan

Estate or Interest claimed
an interest is claimed in the land comprised in the affected titles by the Caveator as beneficiaries under a cestui que trust of which the registered owner is trustee

Notice
Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator
Mau Whenua Incorporated and Kingi Morgan
C/- Gregory Simon
PO Box 46-288
Herne Bay, Auckland
New Zealand
1147

Address for Registered Owner
Crown Law
C/- Crown Law
PO Box 2858
Wellington



View Instrument Details

Address for Registered Owner

New Zealand

6011

Caveator Certifications

I certify that I have the authority to act for the Caveator 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 John Simon as Caveator Representative on 20/08/2019 01:34 PM

*** End of Report ***



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

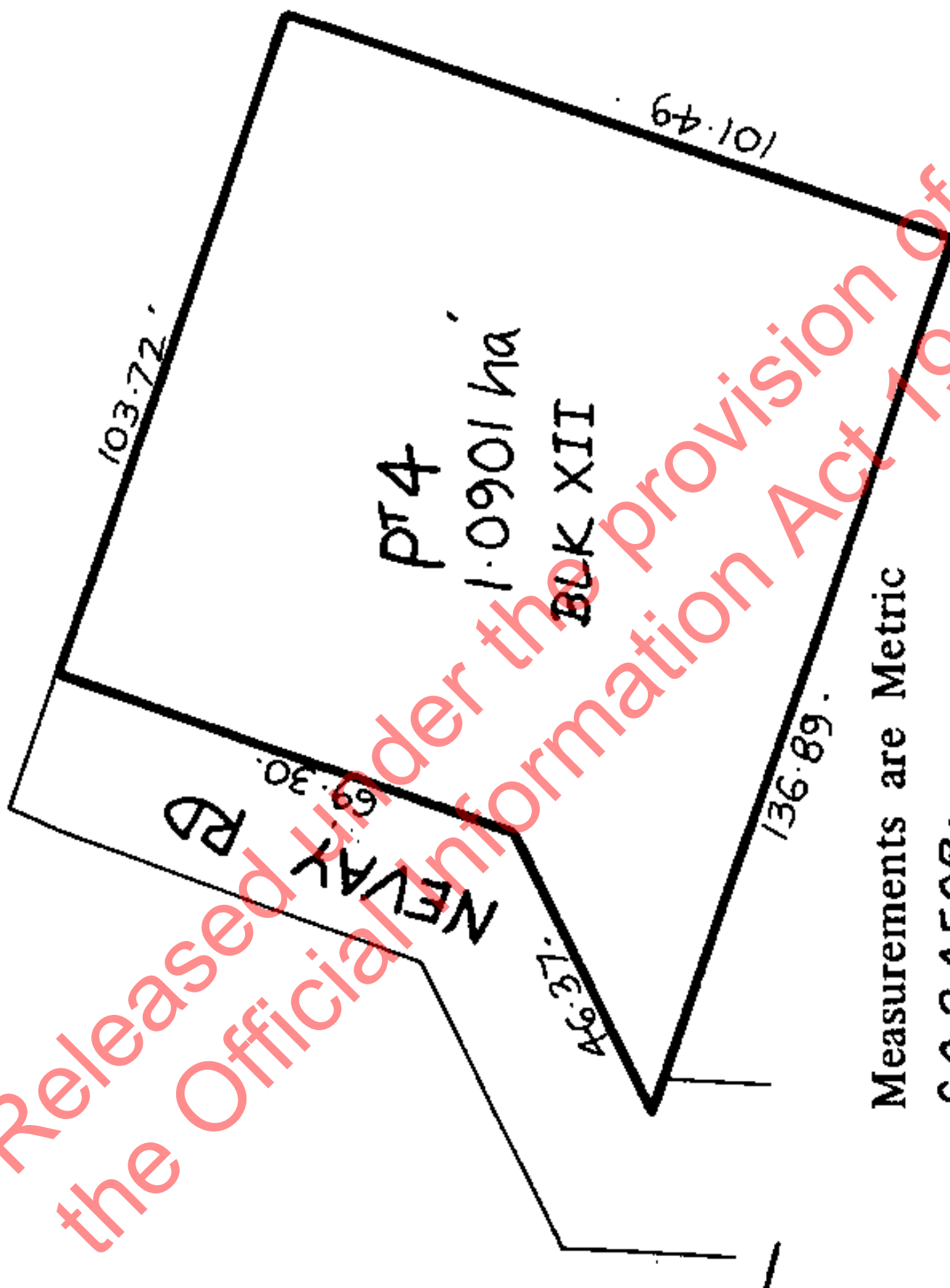
Identifier **WN46B/923**
Land Registration District **Wellington**
Date Issued 27 October 1995

Prior References
GN B457384.1 WN320/155

Estate Fee Simple
Area 1.0901 hectares more or less
Legal Description Part Lot 4 Block XII Deposited Plan 858
Purpose Justice Purposes
Registered Owners
Her Majesty the Queen

Interests

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am
11519861.1 CAVEAT BY MAU WHENUA INCORPORATED AND KINGI MORGAN - 14.8.2019 at 6:59 pm



Measurements are Metric

CA 2 1508



View Instrument Details

| | |
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| Instrument No | 11519861.1 |
| Status | Registered |
| Date & Time Lodged | 14 August 2019 18:59 |
| Lodged By | Simon, Gregory John |

| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| 760897 | Wellington |
| 760898 | Wellington |
| WN46B/923 | Wellington |
| WN46B/926 | Wellington |
| WN46B/927 | Wellington |

Registered Owner
Her Majesty the Queen

Caveator
Mau Whenua Incorporated
Kingi Morgan

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C/- Gregory Simon
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New Zealand
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Address for Registered Owner
Crown Law
C/- Crown Law
PO Box 2858
Wellington



View Instrument Details

Address for Registered Owner

New Zealand

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Signature

Signed by Gregory John Simon as Caveator Representative on 20/08/2019 01:34 PM

*** End of Report ***



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

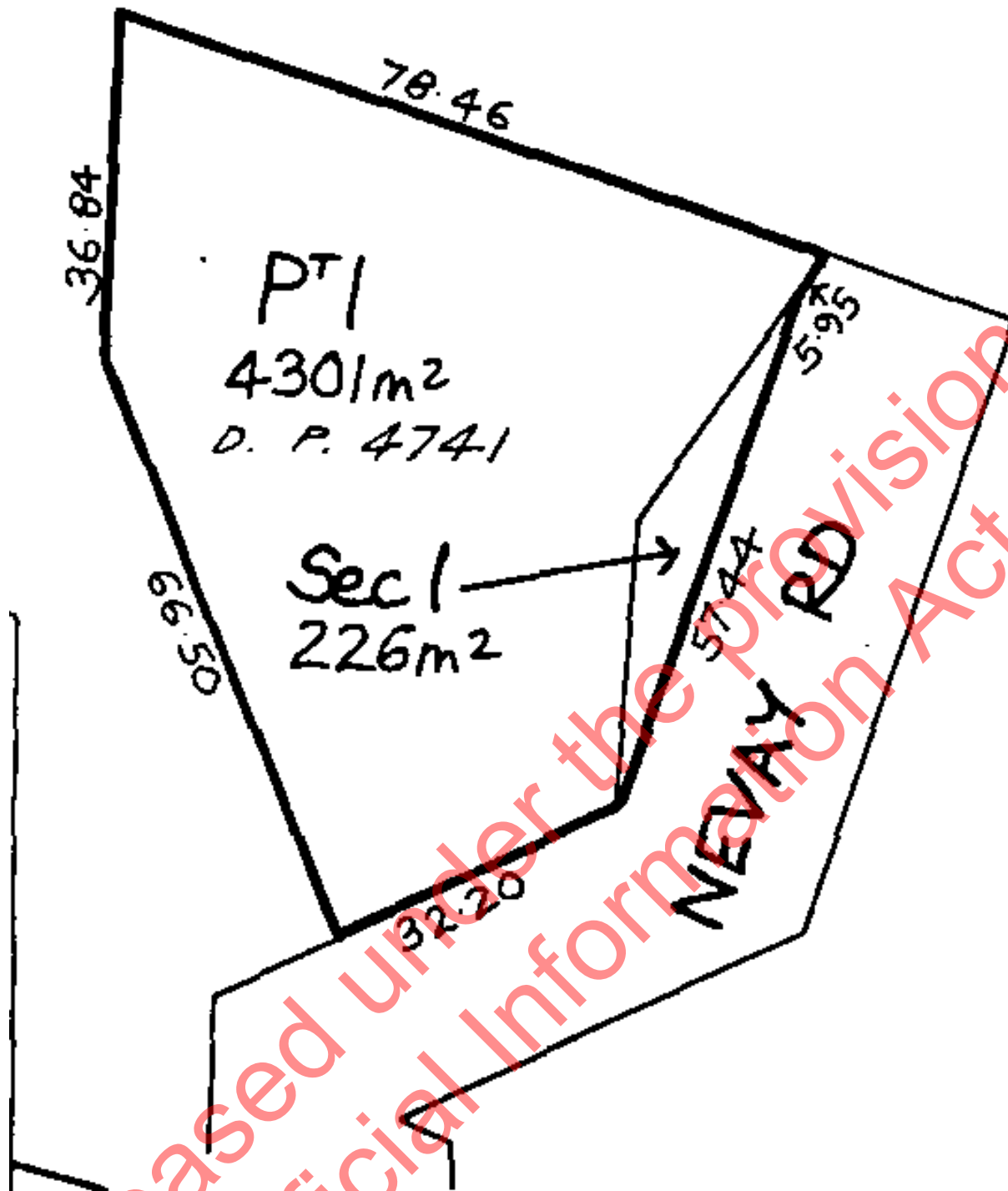
Identifier **WN46B/926**
Land Registration District **Wellington**
Date Issued 27 October 1995

Prior References
GN B457384.1

Estate Fee Simple
Area 4527 square metres more or less
Legal Description Section 1 Survey Office Plan 24508 and
Part Lot 1 Deposited Plan 4741
Purpose Justice
Registered Owners
Her Majesty the Queen

Interests

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika)
Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of
the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am
11519861.1 CAVEAT BY MAU WHENUA INCORPORATED AND KINGI MORGAN - 14.8.2019 at 6:59 pm





View Instrument Details

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|-------------------------------|--|
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| Instrument No | 11519861.1 |
| Status | Registered |
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| 760897 | Wellington |
| 760898 | Wellington |
| WN46B/923 | Wellington |
| WN46B/926 | Wellington |
| WN46B/927 | Wellington |

Registered Owner
Her Majesty the Queen

Caveator
Mau Whenua Incorporated
Kingi Morgan

Estate or Interest claimed
an interest is claimed in the land comprised in the affected titles by the Caveator as beneficiaries under a cestui que trust of which the registered owner is trustee

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View Instrument Details

Address for Registered Owner

New Zealand

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Signature

Signed by Gregory John Simon as Caveator Representative on 20/08/2019 01:34 PM

*** End of Report ***



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 760897
Land Registration District Wellington
Date Issued 07 October 2016

Prior References
WN46B/924

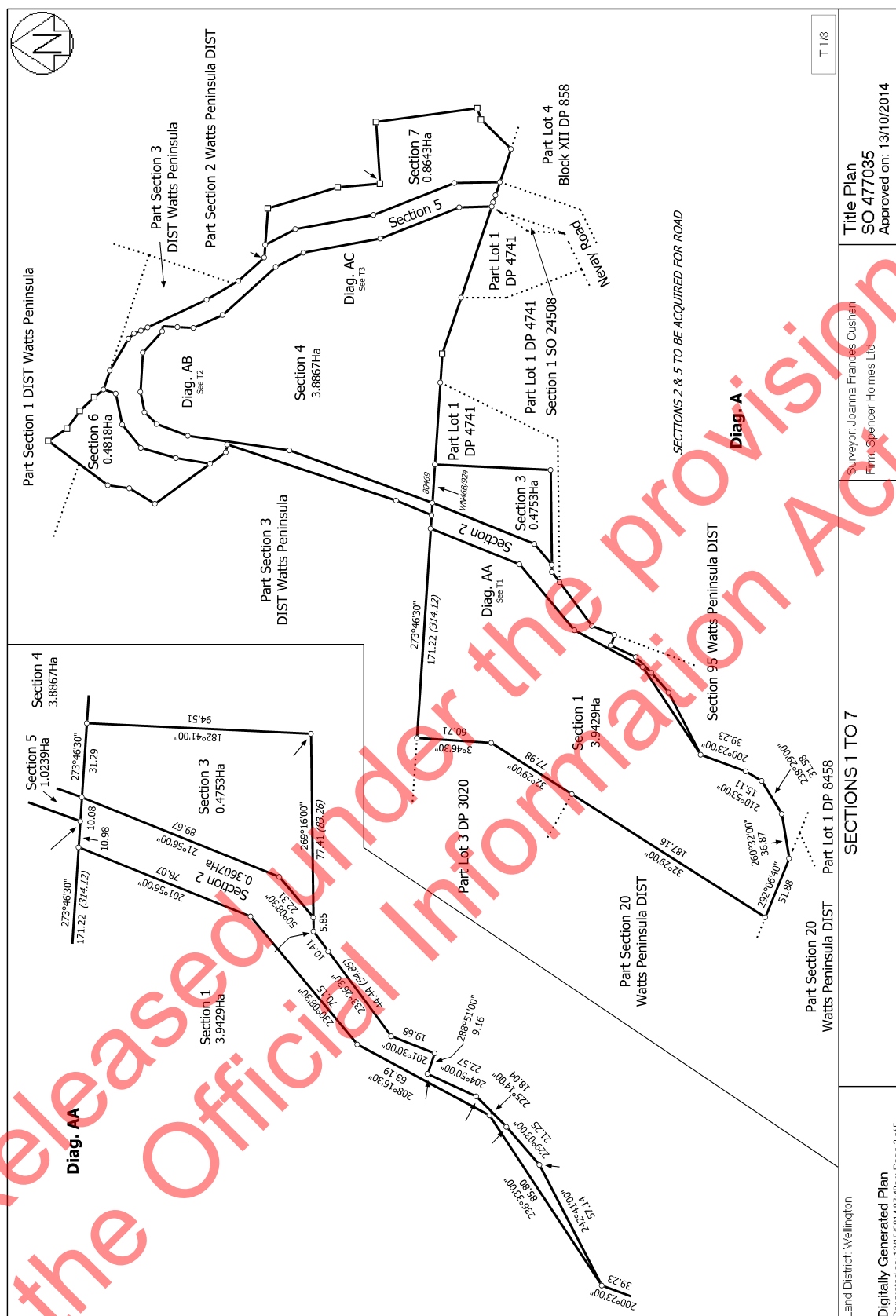
| | |
|--------------------------|--|
| Estate | Fee Simple |
| Area | 4.4182 hectares more or less |
| Legal Description | Section 1, 3 Survey Office Plan 477035 |
| Purpose | Justice |
| Registered Owners | |
| Her Majesty the Queen | |

Interests

Appurtenant hereto is a right of way created by Transfer 411135

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am

11519861.1 CAVEAT BY MAU WHENUA INCORPORATED AND KINGI MORGAN - 14.8.2019 at 6:59 pm





COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952

Historical Search Copy



R. W. Muir
Registrar-General
of Land

Identifier **WN46B/924**

Cancelled

Land Registration District **Wellington**

Date Issued 27 October 1995

Prior References

GN B457384.1

| | |
|-----------------------------|--------------------------------|
| Estate | Fee Simple |
| Area | 4.7775 hectares more or less |
| Legal Description | Part Lot 1 Deposited Plan 8458 |
| Purpose | Justice |
| Original Proprietors | |
| Her Majesty the Queen | |

Interests

Appurtenant hereto is a right of way created by Transfer 411135

Subject to a Right to convey Telecommunications over part marked C DP 85452 created by Transfer 5269266.5 - 1.7.2002 at 9:00 am

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am

Subject to a right (in gross) to convey water over part marked B on DP 408287 in favour of Wellington City Council created by Easement Instrument 8555690.1 - 24.9.2010 at 11:54 am

10555741.1 Gazette Notice 2016 ln-4749 declaring part within land (0.3607 ha) now shown as Section 2 SO 477035 to be road and vesting the same in the Wellington City Council. CT 760897 issued for the balance being Sections 1 and 3 SO 477035 - 7.10.2016 at 12:17 pm

CANCELLED

Gazette Notice B.457384.1 (1995 p 3322)

References

Prior C/T

Transfer No.

N/C. Order No. B.457384.3

Land and Deeds 69



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 27th day of October one thousand nine hundred and ninety-five under the seal of the District Land Registrar of the Land Registration District of WELLINGTON

WITNESSETH that HER MAJESTY THE QUEEN for Justice purposes

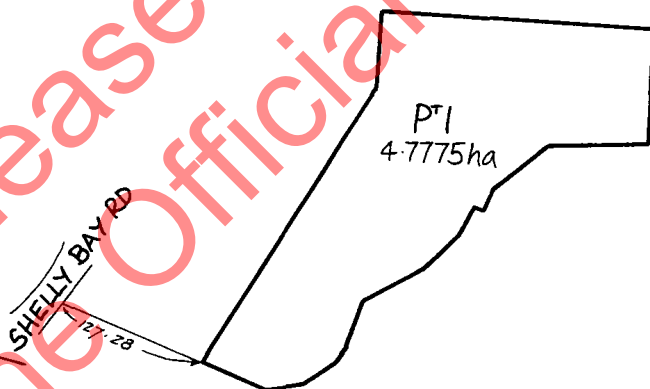
is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 4.7775 hectares more or less situate in the City of Wellington being part Lot 1 on Deposited Plan 8458



Assistant Land Registrar

Appurtenant hereto is a right of way over part Section 20 Watts Peninsula District (30C/748) - created by Transfer 411135

A.L.R.



Measurements are Metric
S.O.27834

No.

46B/924

No.

46B/924

CERTIFICATE OF TITLE No. 46B/924

Released under the provision of
the Official Information Act 1982



New Zealand]

Under the Land Transfer Act, 1915.

Memorandum of Transfer

WHEREAS Her Majesty the Queen is the registered proprietor of the land in Certificate of Title Volume 387 folio 132 Wellington Registry and has requested THE MAYOR COUNCILLORS AND CITIZENS of the City of Wellington to grant a right of way over the adjoining land NOW THEREFORE in consideration of the premises

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF WELLINGTON (hereinafter referred to as "the transferor") being registered as the proprietor

of an estate fee simple

subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that ^{parcel} ~~piece~~ of land situated in the City of Wellington and containing 141 acres 2 roods 08.81 perches being part section 20 Watts Peninsula District and being also the balance of the land comprised and described in Certificate of Title Volume 571 folio 274 Wellington Registry DOTH HEREBY TRANSFER AND GRANT unto HER MAJESTY THE QUEEN (hereinafter referred to as "the transferee") her tenants servants visitors licensees and all persons authorized by her from time to time and at all times hereafter either by day or by night to pass and repass with or without horses cattle or other animals carts waggons carriages motor-cars or other vehicles

of any description laden or unladen over and along that portion of the above described land as the same portion is bordered green on the plan ^{annexed hereto} ~~hereon~~ AND the transferor DOTH HEREBY FURTHER GRANT unto the transferee the full and free right liberty power and authority to maintain repair and inspect the right of ~~said access~~ way and for that purpose or other purposes of these presents with surveyors workmen or other persons horses cattle or other animals carts waggons carriages tools implements motor-cars or other vehicles laden or unladen enter upon the above described land at any time after the date of these presents PROVIDED THAT in the exercise of any such powers every care shall be taken to avoid doing any unnecessary damage to said lands AND IT IS HEREBY AGREED by and between the parties hereto that the Transferee shall be responsible for the maintenance and repair of the said right of way but only to a degree commensurate with the use thereof by the Transferee and that if the Transferor should at any time grant a right to use the said access way to other parties or make use of the access way for any other purpose the liability of the Transferee to maintain and repair the same right of way shall be commensurately reduced and abated.

In witness whereof these presents have been executed this ^{first} day of May, 1957.

THE COMMON SEAL of THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF WELLINGTON was hereto affixed at the offices of and pursuant to a resolution of the City Council in the presence of :-

M. J. Dudworth
Town Clerk.

1/311
1/312

Signed by the Minister of Works, acting for and on behalf of Her Majesty
the Queen pursuant to Section 13 of the Public Works Amendment Act 1948,
in the presence of

Witness: *[Signature]*

Occupation: *Civil Servant*

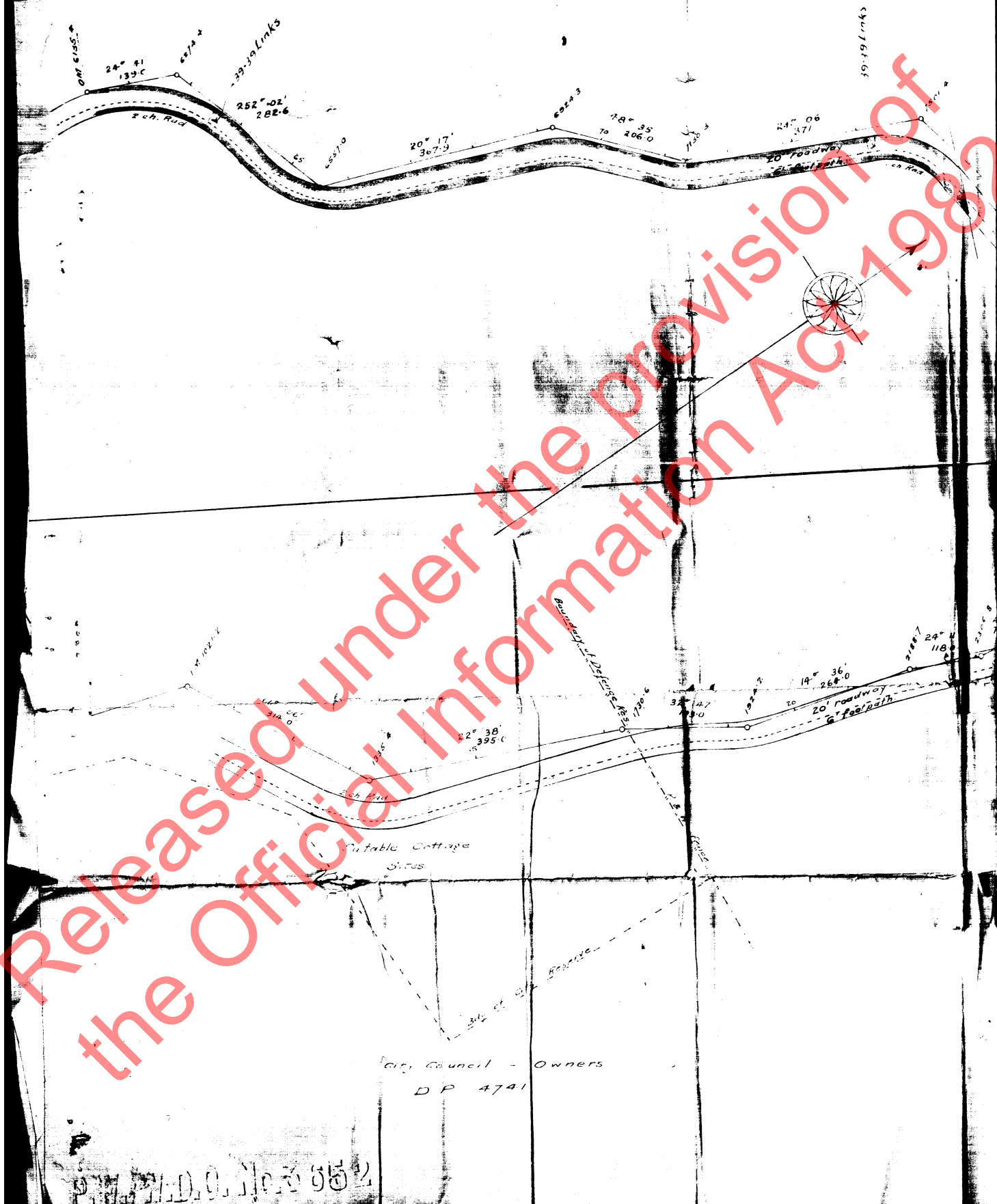
Address: *Woburn*

[Signature]

Minister of Works.

Released under the provision of
the Official Information Act 1982

9



— Scale 1 Chain to one Inch. —



COPY 59.18

Image Quality due
to Condition
of Original

Road to new Prison - Pt Halswell

Scale - 10 chains = 1 inch

Pt Halswell

Kau Bay

Kau Point

Mahanga Bay

Pt Garden

Scorching Bay

KARAKA

RAY

Military
Reserve

Shelly Bay

D.P. 5000

18312

Plantations

D.P. 4741

Pt. Section 20, Watts Peninsula
District, Block VII,
Part Nicholson S.D.

Pt. C.T. 57/274

SEC. 20

Pt. S.O. 22320

(Red)

SEC. 20

141-2-27

141-2-18-19

141-2-08-81

Cal. C.T. 57/274

D.P. 18112

TAUHINGU RD.

AKALUA DR.

141-2-08-81

141-2-18-19

141-2-27

SEC. 20

Cal. C.T. 57/274

D.P. 18112

TAUHINGU RD.

AKALUA DR.

141-2-08-81

141-2-18-19

141-2-27

SEC. 20

Cal. C.T. 57/274

D.P. 18112

TAUHINGU RD.

AKALUA DR.

141-2-08-81

141-2-18-19

141-2-27

SEC. 20

411135

No. **SURRENDERED.** 24-8-1972 see

Correct for the purposes of the Land Transfer Act

Transfer of Easement ~~over part of~~
of part Section 20 Watt Peninsula
District Balance C.T. Volume 571 folio
244 Wellington Land Registry

B. F. S. Lamb
Solicitor for the Transferee

The Mayor Councillors and Citizens of
the City of Wellington. *Transferor*

SURRENDERED.

Transfer 537055-1 Surrender of the
right of way created herein appurtenant
to part 1 of lot 1 on DP 8458 contained
in G.N. 866013 - 25-1-1983 at 9.13am
Accepted
ACK

Her Majesty the Queen. *Transferee*

Particulars entered in the Register-Book of the
District of WELLINGTON

571/274, 387/132

the 8th day of January 1958
at 11 am o'clock

[Signature]
District Land Registrar
Assistant

of the District of

Transfer 934267
Surrender of part of the within
Easement 24-8-1972 at 10.00am
[Signature]
ACK

MINISTRY OF WORKS, WELLINGTON

District Solicitor

— Proposed Road —
— To Mount Crawford Prison, Wellington. —
— Scale 1 Chain to one Inch —

411135
TE





— Road to new Prison - Pt Halswell —

— Scale: 1 inch = 10 chains —

411135

TE

Pt Halswell

Kau Bay

Kau Point

Mahanga Bay

Pt Gordon

Scorching Bay

KARAKA

BAY

Military Reserve

Shelly Bay

Plantation Res.

Pt Section 20, Watts Peninsula
District, Block VII,
Part Nicholson S.D.

Pt. C.T. 57/274
SEC. 20
Pt. S.O. 22320
(Red)

1/45-2-27 - SEC. 20
lost 4-0-18-19 - by D.P. 18112 and
1/41-2-08-81 - by C.T. 57/274
Bal. C.T. 57/274

TAUHINGA RD.

Released under the Official Information Act 1982



View Instrument Details

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|-------------------------------|--|
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| Instrument No | 11519861.1 |
| Status | Registered |
| Date & Time Lodged | 14 August 2019 18:59 |
| Lodged By | Simon, Gregory John |

| Affected Records of Title | Land District |
|---------------------------|---------------|
| 760897 | Wellington |
| 760898 | Wellington |
| WN46B/923 | Wellington |
| WN46B/926 | Wellington |
| WN46B/927 | Wellington |

Registered Owner
Her Majesty the Queen

Caveator
Mau Whenua Incorporated
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Signed by Gregory John Simon as Caveator Representative on 20/08/2019 01:34 PM

*** End of Report ***



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 760898
Land Registration District Wellington
Date Issued 07 October 2016

Prior References
80469

| | |
|--------------------------|--|
| Estate | Fee Simple |
| Area | 5.2328 hectares more or less |
| Legal Description | Section 4, 6-7 Survey Office Plan 477035 |
| Purpose | Justice Purposes |
| Registered Owners | |
| Her Majesty the Queen | |

Interests

Subject to a right of way over part Section 4 on SO 477035 marked B on SO 477035 created by Transfer 5269266.3 - 1.7.2002 at 9.00 am

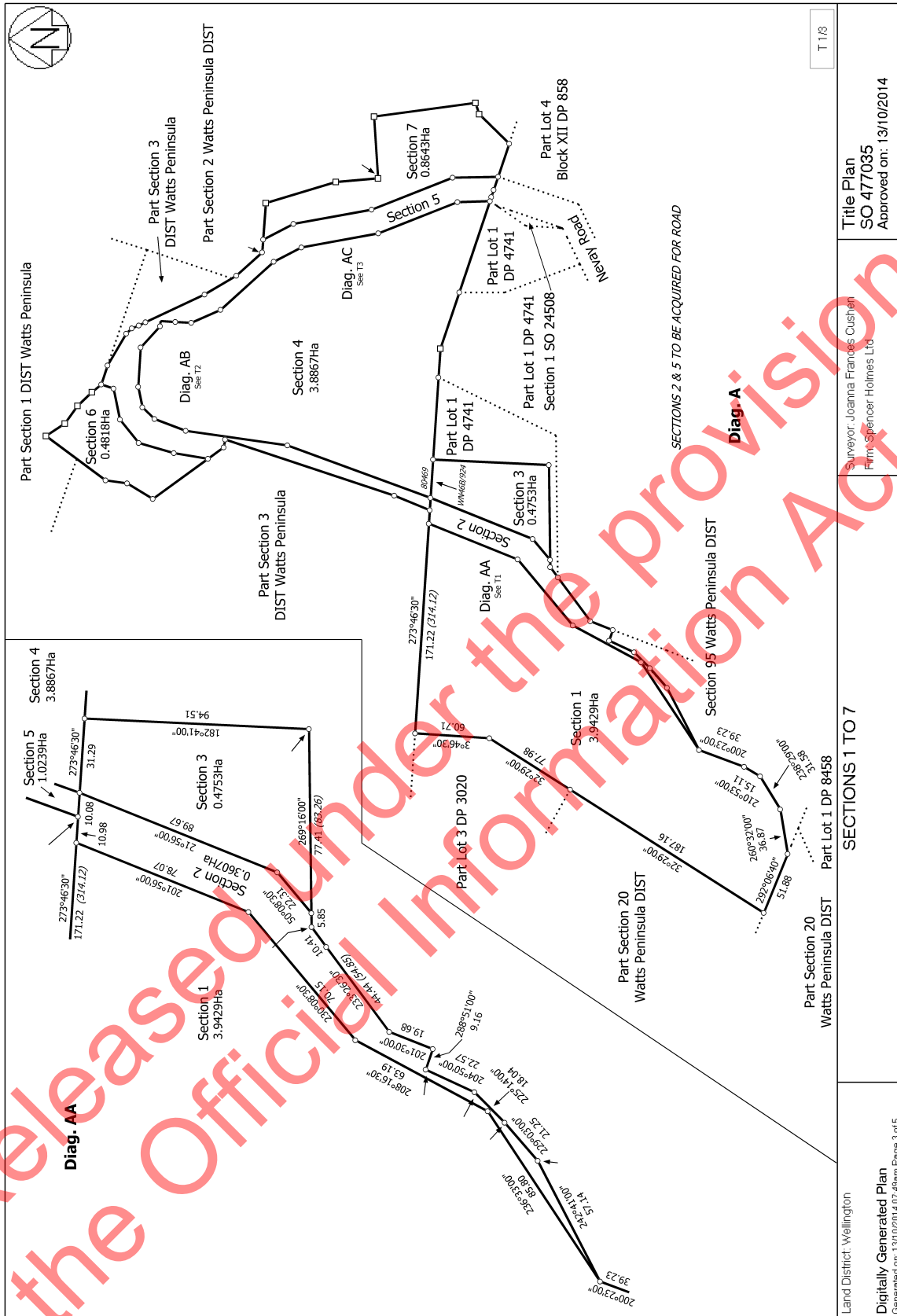
Subject to a telecommunications protection corridor easement over part Section 6 SO 477035 marked H on SO 477035 created by Transfer 5269266.4 - 1.7.2002 at 9.00 am

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am

Subject to a right (in gross) to convey water over part Section 4 SO 477035 marked B on SO 477035 in favour of Wellington City Council created by Easement Instrument 8555690.1 - 24.9.2010 at 11:54 am

Subject to a right (in gross) to convey gas over part Section 4 SO 477035 marked A, B, C, D, E, F and G all on SO 477035 in favour of Powerco Limited created by Easement Instrument 9293197.1 - 4.3.2013 at 5:59 pm

11519861.1 CAVEAT BY MAU WHENUA INCORPORATED AND KINGI MORGAN - 14.8.2019 at 6:59 pm





COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



R. W. Muir
Registrar-General
of Land

Identifier

80469

Cancelled

Land Registration District **Wellington**

Date Issued 17 March 2003

Prior References

GN5521742.1

| | |
|-----------------------------|------------------------------------|
| Estate | Fee Simple |
| Area | 6.2561 hectares more or less |
| Legal Description | Section 1 Survey Office Plan 37939 |
| Purpose | Justice Purposes |
| Original Proprietors | Her Majesty the Queen |

Interests

Subject to a right of way over parts marked H,K & J, right of way and telecommunications rights over parts marked I & L and telecommunications rights over parts marked C,E,M,N & O on SO 37939 created by Transfer 5269266.3 - 1.7.2002 at 9.00 am

Subject to a telecommunications protection corridor easement over part marked Q on SO 37939 created by Transfer 5269266.4 - 1.7.2002 at 9.00 am

5533093.1 Departmental dealing correcting the original instrument numbers for Transfers 5269266.3 and 5269266.4 - 25.3.2003 at 4:00 pm

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 that the within land is RFR land as defined in section 92 and is subject to subpart 2 of Part 3 of the Act (which restricts disposal, including leasing of the land) - 1.10.2009 at 9:00 am

Subject to a right (in gross) to convey water over part marked D on DP 408287 in favour of Wellington City Council created by Easement Instrument 8555690.1 - 24.9.2010 at 11:54 am

Subject to a right (in gross) to convey gas over part marked A, B, C, D, E and F on DP 455321 in favour of Powerco Limited created by Easement Instrument 9293197.1 - 4.3.2013 at 5:59 pm

10555741.1 Gazette Notice 2016 ln-4749 declaring part within land (1.0239 ha) now shown as Section 5 SO 477035 to be road and vesting the same in the Wellington City Council. CT 760898 issued for the balance being Sections 4, 6 and 7 SO 477035 - 7.10.2016 at 12:17 pm

CANCELLED



DocID: 410664383

Land Set Apart for Justice Purposes—Nevay Road, Wellington

Pursuant to section 52 (1) of the Public Works Act 1981, and to a delegation from the Minister for Land Information, R. J. Sutherland, Land Information New Zealand, declares the land described in the Schedule to this notice to be set apart for justice purposes and to remain vested in the Crown.

Schedule

Wellington Land District—Wellington City

| Area ha | Description |
|------------|--|
| 6.2561 | Area marked "A" on S.O. Plan 37939, being parts Sections 1, 2 and 3, Watts Peninsula District, situated in Block VII, Port Nicholson Survey District, being part of the land in Proclamation 55, subject to existing rights of way over the areas marked "H" "I", "J", "K" and "L" on S.O. Plan 37939 and telecommunications easements over the areas marked "C", "E", "F", "L", "M", "N" and "O" on S.O. Plan 37939, created by transfer 5269266.3 and telecommunications protection corridor easement over area "Q" on S.O. Plan 37939, created by transfer 5269266.4. |

Dated at Auckland this 5th day of February 2003.

R. J. SUTHERLAND, for the Minister for Land Information.

(LINZ CPC/2003/8750)

ln956

55217422 CT 80469

Issued R within lead

Now being Section 1 SO

37939- 173 2003

at 9.00

rfh.2003

Released under the provision of
the Official Information Act 1982

ALTERATION IN APPELLATION

Wellington Land District

Section 1 SO 37939

Area: 6.2561 hectares

: Formerly Part Sections 1, 2 and 3
Watts Peninsula District
Shown as area A on SO 37939

Comprised in N Z Gazette 2003 p
347

Territorial Authority : Wellington City

LINZ Reference : Request 174160

Checked

 27/2/2003

W R Hodgson,
Help Desk Technical Adviser,
Wellington Region.

[illegible]

Released under the provision of the Official Information Act 1982

| | | | | | | | |
|---|--|---|--|---|--|---|--|
| Approval | | Total Area 6.2561ha | | Comprised in Proc 55 (Part) | | I, Ian James Ayson of Wellington Registered Surveyor and holder of an area practicing certificate (or who may act as a registered surveyor pursuant to section 15 of the Survey Act 1986) hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof. | |
| Pt Sec 1 | | Pt Sec 3 | | Dated at Wellington this 1st day of May 1998. | | Field Book 6479 p1-3 Traverse Book 2. | |
| Pt 1 DP8458 | | Pt 1 DP8458 | | Reference Plans SEE SHEET 1 | | Examined Correct | |
| LAND DISTRICT: WELLINGTON | | LAND DISTRICT: WELLINGTON | | Approved as to Survey | | Deposited this 12th day of May 1998. | |
| Survey Block & District: VII PORT NICHOLSON | | Survey Block & District: VII PORT NICHOLSON | | Approved as to Survey | | District Land Registrar | |
| NZMS 261 Sheet | | NZMS 261 Sheet | | Approved as to Survey | | File Received 22/5/98 | |
| Record Map No. | | Record Map No. | | Approved as to Survey | | Instructions: 40079 | |
| Diagram Sheet | | Diagram Sheet | | Approved as to Survey | | S037939 | |
| TERRITORIAL AUTHORITY: WELLINGTON CITY | | TERRITORIAL AUTHORITY: WELLINGTON CITY | | Approved as to Survey | | S037939 | |
| Surveyed by Terralink NZ Ltd | | Surveyed by Terralink NZ Ltd | | Approved as to Survey | | S037939 | |
| Scale 1 : Not to scale | | Scale 1 : Not to scale | | Approved as to Survey | | S037939 | |
| Date: March 1998 | | Date: March 1998 | | Approved as to Survey | | S037939 | |

TRANSFER
Land Transfer Act 1952

E 5269266.3 GRANT OF EASEMENT 41
CPY-01/01.PGS-012.16/07/02.09:08



DocID: 410492326

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

WELLINGTON

Certificate of Title No.

Proclamation 55

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

All

Part Sections 1, 2 and 3 Watts Peninsula District

Transferor Surnames must be underlined or in CAPITALS

HER MAJESTY THE QUEEN for defence purposes

Transferee Surnames must be underlined or in CAPITALS

TELECOM NEW ZEALAND LIMITED

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

Easements of Right of Way, Right to Convey Telecommunications and Right to Drain Sewage
(continuation on page 2 annexure schedule)

Consideration

One dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 19th day of JUNE 2002

Attestation

For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority given by the Minister of Lands pursuant to section 4B of the Public Works Act 1981.

ROSS JAMES SUTHERLAND

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

[Signature]

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

Witness name *Pumima Kiran*
Occupation *operations support Rep.*
Address *Auckland*

Continued on Annexure Schedule

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
Solicitor for the Transferee



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 2 of 10 Pages

Continuation of Interest or Easement to be created

1. DEFINITIONS AND INTERPRETATION

"Dominant Land" means:

(a) Lot 1 DP 85449, Certificate of Title 52C/188, in relation to:

- (i) Right of Way, Telecommunications and Sewage Drainage Easements on DP 85449;
- (ii) Sewage Drainage Easement on DP 85450; and
- (iii) Telecommunications Easement on DP 85453

(b) Lot 2 DP 85451, Certificate of Title 54D/634, in relation to:

- (i) Telecommunications and Right of Way Easements on DP 85451
- (ii) Telecommunications Easements on DP 85452, sheet 3
- (iii) Telecommunications Easement on DP 85453

"Easement Land" means those parts of the Servient Land described in Schedules 1, 3 and 4.

"Line" or "Lines" means any line component or structure or system of line components or a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any pole, tower, mast, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 2001 and its amendments;

"Line component" means any coaxial cable, conductor, fibre-optic cable, or wire, of any kind, used or intended to be used for or in connection with electricity or telecommunications transmission; and includes-

- (a) Any casing, cross-arm, duct, fixture, foundation, ground-stay, insulator, pole, supporting structure, tower, tube, tunnel, underground piping, or other structure or material, used or intended to be used, for enclosing, protecting supporting, or surrounding any such cable, conductor, or wire; and
- (b) Any associated capacitor, circuit-breaker, earthing device, fuse, system protection equipment, switch, transformer, or voltage regulator.

"Prison" means the prison operated by the Transferor on both the Easement Land and adjoining lands of the Transferor which is known as Wellington Prison.

"Right of Way Easement Land" is the land described in Schedule 1

"Servient Land" means Part Sections 1, 2 and 3 Watts Peninsula District, Proclamation 55.

"Sewage Drainage Easement Land" is the land described in Schedule 3.

"Superintendent" means the Superintendent for the time being of the Wellington Prison

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

Auckland District Law Society
REF 4120

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 3 of 10 Pages

Continuation of Interest or Easement to be created

"Telecommunications" or "Telecommunications Transmission" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature, at any frequency or voltage whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electric power supply whether underground or overground incidental to telecommunication, and the transmission of instructions and information and the conveyance of electricity relating to the business of the Transferee.

"Telecommunications Easement Land" is the land described in Schedule 4.

"Transfer" means this Transfer and includes the Schedules and any annexures.

"Transferee":

- (a) Means the Registered Proprietor of the dominant land for the time being; and
- (b) Includes the Transferee's agents, consultants, contractors, employees, engineers, invitees, licensees, surveyors, tenants, and workers and those of its subsidiaries

"Transferor":

- (a) Means the Registered Proprietor of the servient land for the time being; but
- (b) For so long as the servient land has not been alienated from Her Majesty the Queen in right of New Zealand means Her Majesty for Defence Purposes, provided however, that part of the Easement Land marked "G" and "H" on DP 85451 and "D" on DP 85452 is managed and controlled by the Department of Corrections for the purpose of the operation of Wellington Prison

2. GRANT OF EASEMENTS

The Transferor hereby TRANSFERS AND GRANTS to the Transferee the following rights and interests:

2.1 RIGHT OF WAY

The right to pass and repass over and along the Right of Way Easement Land without charge, interruption or impediment and to maintain that land when required by the Transferee on the terms and conditions set out in Schedules 2, 6 and 7, such right to be forever appurtenant to Lot 1 DP 85449, Certificate of Title 52C/188 and Lot 2 DP 85451, Certificate of Title 54D/634.

2.2 RIGHT TO DRAIN SEWAGE

The right for the Transferee to drain sewage over the Sewage Drainage Land within the meaning of and together with all rights and powers in easements of right to drain sewage by virtue of the Seventh Schedule of the Land Transfer Act 1952, subject to the terms and conditions set out in Schedule 7, such right to be forever appurtenant to Lot 1 DP 85449, Certificate of Title 52C/188.

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

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

19 June 2002

Page 4 of 10 Pages

Continuation of Interest or Easement to be created

2.3 RIGHT TO CONVEY TELECOMMUNICATIONS

The right to convey Telecommunications in, under and over the Telecommunications Easement Land without charge, interruption or impediment on the terms and conditions set out in Schedules 5, 6 and 7, such right to be forever appurtenant to Lot 1 DP 85449, Certificate of Title 52C/188 and Lot 2 DP 85451, Certificate of Title 54D/634.

SCHEDULE 1

RIGHT OF WAY EASEMENT LAND

Part Sections 1, 2 and 3 Watts Peninsula District (the Servient Land) in relation to those areas marked:

"A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M" on DP 85449;
"A", "B", "Z", "G", "C", "D", "E", "F" and "H" on DP 85451

SCHEDULE 2

RIGHTS TERMS AND CONDITIONS APPLICABLE TO RIGHT OF WAY EASEMENT

1. Rights of Way

The Transferee shall have full free, uninterrupted, unrestricted access without charge over and along the Right of Way Easement Land in common with the Transferor and other persons authorised by the Transferor without obstruction or restriction with or without vehicles for all purposes necessary or convenient to the exercise by the Transferee of its rights granted under this Transfer and the Transferee shall have the rights and powers implied in easements of right of way as set out in the Seventh Schedule of the Land Transfer Act 1952 but those set out in the Ninth Schedule of the Property Law Act 1952 shall not apply.

2. Construction Works

The Transferee shall have the right to construct and maintain to its own standard on the Right of Way Easement Land all roads, tracks, access ways, fences and gates to the extent deemed necessary by the Transferee for the exercise of the Transferee's rights PROVIDED THAT any roads, tracks, access ways, fences and gates constructed on the Right of Way Easement Land are constructed and maintained in a proper workmanlike manner using materials of a quality suitable for their purpose.

3. Clearance Works

The Transferee shall have the right to keep the Right of Way Easement Land cleared of any vegetation encroaching on or overhanging the Right of Way Easement Land which may impede the Transferee's access over and along the Right of Way Easement Land.

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

Auckland District Law Society
REF 4120

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 5 of 10 Pages

Continuation of Interest or Easement to be created

SCHEDULE 3

SEWAGE DRAINAGE LAND

Part Section 2 Watts Peninsula District (the Servient Land) in relation to those areas marked:

"K", "L" and "M" on DP 85449; and
"A" on DP 85450

SCHEDULE 4

TELECOMMUNICATIONS EASEMENT LAND

Part Sections 1, 2 and 3 Watts Peninsula District (the Servient Land) in relation to those areas marked:

"A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M" on DP 85449;
"A", "B", "Z" and "G" on DP 85451;
"D" on DP 85452, sheet 3;
"A" and "B" on DP 85453;

SCHEDULE 5

RIGHTS TERMS AND CONDITIONS APPLICABLE TO TELECOMMUNICATIONS EASEMENT

1. Rights to Convey Telecommunications

The full right, liberty and licence for the Transferee and other persons authorised (whether expressly or impliedly) by the Transferee with any vehicles or aircraft laden or unladen with materials, machinery and implements from time to time and at all times

- 1.1 to use any Line already laid, erected or constructed in, under or over the Telecommunications Easement Land or any Line in substitution thereof for the purpose of Telecommunications;
- 1.2 to lay, operate and maintain Lines in and under the soil of the Telecommunications Easement Land or as the case may be, construct, operate and maintain Lines on or over the Telecommunications Easement Land;
- 1.3 to enter and remain upon the Servient Land for the purpose of laying, maintaining, inspecting, repairing, renewing, replacing, upgrading, changing the size and capacity of or altering any Lines as the case may be, on, in under or over the Telecommunications Easement Land and for opening up the soil of the Telecommunications Easement Land to make any cuttings, fillings, grades, batters or trenches and to reopen the same;

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

Auckland District Law Society
REF 4120

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 6 of 10 Pages

Continuation of Interest or Easement to be created

- 1.4 to keep the Telecommunications Easement Land cleared of any structures, fences or vegetation (including that which overhangs the Telecommunications Easement Land) where;
- (a) such vegetation impedes the Transferee's access over the Telecommunications Easement Land;
 - (b) such structures, fences or vegetation are, likely to be, in the opinion of the Transferee, a danger or hazard to the safety or operation of the Lines; and

PROVIDED THAT where reasonably practical prior notice is given to the Transferor; and

to generally do and perform such acts or things upon the Telecommunications Easement Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted under this Telecommunications Easement

2. Restrictions of Transferee's Use

In entering the Servient Land and in constructing, laying, maintaining, inspecting, renewing, replacing, upgrading, changing the size and capacity of or altering and Line on, in, under or over the Telecommunications Easement Land the Transferee shall:

- 2.1 give to the Transferor reasonable notice of the Transferee's intention to enter to the Servient Land to carry out major works involving construction or the laying of Lines (but at any time and without notice in the case of an emergency);
- 2.2 make all reasonable attempts to ensure that as little disturbance as possible is caused to the Transferor, the Servient Land and the Telecommunications Easement Land, and;
- 2.3 at the sole expense of the Transferee restore the surface of the Telecommunications Easement Land as nearly as possible to its former condition and consolidated to its former level (subject to the minimum clearance of any Lines below or above ground level).

3. Restrictions on Transferor's Use

The Transferor will not do anything on the Telecommunications Easement Land that will interfere with or affect the full and free use and enjoyment by the Transferee of the rights and privileges granted under this Telecommunications Easement and in particular, the Transferor or other persons authorised (whether expressly or impliedly) by the Transferor will not:

- 3.1 erect any buildings or structures on the Telecommunications Easement Land or make any alterations or additions affecting the overall dimensions of existing buildings or structures on the Telecommunications Easement Land;

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Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 7 of 18 Pages

Continuation of Interest or Easement to be created

- 3.2 do anything on the Telecommunications Easement Land that may damage or endanger any Line, including anything that would in any way reduce the present clearance of any Line above the ground level or the present clearance of any Line below the ground level;
- 3.3 disturb any survey pegs or markers placed on the Telecommunications Easement Land by the Transferee; and
- 3.4 operate any earthmoving machinery or equipment or carry on any quarrying or commercial forestry activities on the Telecommunications Easement Land.

4. Ownership of Lines

The ownership of any Line installed on, in, over or under the Telecommunications Easement Land from time to time by the Transferee shall at all times remain vested in the Transferee and no person shall have any interest in any Line by reason only having an interest or an estate in the Servient Land.

SCHEDULE 6

RIGHTS, TERMS AND CONDITIONS APPLICABLE TO THOSE PARTS OF THE RIGHT OF WAY EASEMENT LAND AND THE TELECOMMUNICATIONS EASEMENT LAND MARKED "G" ON DP 85451; RIGHT OF WAY EASEMENT LAND MARKED "H" ON DP 85451; AND TELECOMMUNICATIONS EASEMENT LAND MARKED "D" ON DP 85452

1. Definitions

"Corrections Easement Land" is that part of the Right of Way Easement Land and Telecommunications Easement Land marked "G" on DP 85451, Right of Way Easement Land marked "H" on DP 85451 and Telecommunications Easement Land marked "D" on DP 85452.

2. Transferee's Covenants

2.1 Superintendents Consent

- a. The Transferee whether by itself or its engineers, surveyors, workmen, agents, employees, servants, contractors or its invitees and whether with or without equipment shall not enter the Corrections Easement Land without the prior written consent of the Superintendent first had and obtained in respect of such entry.
- b. The Transferee acknowledges that the Corrections Easement Land is included within the Prison and that the Superintendent shall have the absolute and unfettered discretion to either:
 - i. Withhold consent to the Transferee entry; or

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Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 8 of 10 Pages

Continuation of Interest or Easement to be created

- ii. To impose such conditions on Transferee entry to the Correction Easement Lands as the Superintendent thinks necessary or ancillary to the operation integrity of the Prison.

Procedure for Application to Consent to Enter

2.2 The Transferee shall make representations to the Superintendent as to:

- a. The times entry to the Corrections Easement Land is required for investigative work and any subsequent construction or maintenance activity insofar as these works and activities can be planned for and scheduled ahead of their taking place.
- b. The Transferee's notice proposals to enter the Corrections Easement Land should any Transferee emergency concerning any Line, Lines or any Line Component arise or should entry other than that envisaged under subclause a. above prove necessary.

Revocation or Variation of Consent

- 2.3 a. The Transferee acknowledges that the Superintendent at his or her unfettered discretion may upon the giving of either oral or written notice vary or revoke any written consent to entry given under the provisions of Clause 2.1 should the Superintendent deem this to be necessary or ancillary to the operational integrity of the prison; and
- b. The Transferee shall comply with such schedules, conditions and procedures as the Superintendent may from time to time prescribe in respect of representations made under Clause 2.2 and otherwise as those schedules, conditions and procedures may be varied or revoked under Clause 2.3a.

3. Transferor's Covenants

- 3.1 The Transferor shall not erect any fence on the Corrections Easement Land except where this is considered necessary to the proper functioning of the Prison by the Transferor;

SCHEDULE 7

GENERAL PROVISIONS

1. The Transferee will repair and make good all damages to fences, gates and structures upon the Servient Land directly caused by the Transferee undertaking any Works in terms of the foregoing provisions.
2. The Transferee shall not be required to fence any of the Easement Land unless it is required as a condition of the Transferor's consent when granting any consent under this Transfer.

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Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

19 June 2002

Page

9

of

10

Pages

11

Continuation of Interest or Easement to be created

3. Should the Transferee require to carry out works to its Lines and on, under or through any part or parts of the Easement Land the Transferee shall have the right to erect fencing around the relevant parts of the Easement Land for the duration of such works and to exclude from the works the Transferor and members of the public. The provisions of this clause shall prevail notwithstanding the provisions of any grant, conditions or other clause in this Transfer.
4. The Transferor shall not be liable for any damages which may be caused to any Line or Lines which may be caused otherwise than through the wilful act or default of the Transferor or the Transferor's employees, contractors and other invitees.
5. All Lines placed by the Transferee on any part of the Servient Land will remain the property of the Transferee and on no part of them will become a fixture on the Servient Land, and upon the expiration or sooner determination of this grant the Transferee will dismantle and remove the same.
6. The Transferor will not grow or permit to be grown any trees, shrubs or bushes of any description on the Easement Land which will interfere with the rights granted by this transfer.
7. Nothing shall be construed in this transfer to limit, remove, alter or restrict any rights, powers, remedies or actions which the Transferee may have under the Telecommunications Act 2001 or any statutory amendment or re-enactment thereof.
8. The Transferee may take such measures as it reasonably thinks necessary for the safety of persons or property on the Easement Land including without limitation the right to erect fences, signs and notices warning of any danger.
9. In the event of any dispute arising between the Transferee and the Transferor (the "parties") in respect of or in connection with this Transfer and without prejudice to any other right or entitlement they may have under this Transfer or otherwise the parties shall explore whether the dispute can be resolved by use of alternative dispute resolution technique or mediation.

The rules governing such technique shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

In the event the dispute is not resolved within 28 days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties) either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any amendment or re-enactment of it.

The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other of failing agreement appointed by the President (or Acting President for the time being), of the New Zealand Law Society and in either case the arbitrator shall not be a person who has participated in any formal dispute resolution procedure in respect of the dispute.
10. The Transferee may assign all or part of its estate or interest granted by this Transfer to any person.

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

Approved by Registrar-General of Land under No. 1995/5003EF
Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 10 of 10 Pages

Continuation of Interest or Easement to be created

11. The Statutory right of revocation of the easement on three months notice set out in section 48 Public Works Act 1981, is hereby expressly negated.

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

Auckland District Law Society
REF 4120



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 11 of 11 Pages

SIGNED for and on behalf of **TELECOM NEW ZEALAND LIMITED**
on the 28 day of March 2002 by two of its Attorneys:
and

[Signature]

Signature

in the presence of:

WITNESS: (to both signatures)

Christine Diana Marie Turner
Environmental Manager
Telecom New Zealand Limited

[Signature]
Signature

Kurt Richard Holmes
Acquisition Project Consultant
Wellington

Name:
Occupation:
Address:

Michael Joseph Tinetti
Property Operations Manager
Telecom New Zealand Limited

[Signature]
Signature

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We:

Christine Diana Marie Turner
Environmental Manager
Telecom New Zealand Limited

and

Michael Joseph Tinetti
Property Operations Manager
Telecom New Zealand Limited

hereby severally certify:

- That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
- That copies of the Power of Attorney are deposited in the Land Titles Offices at:

| | | | | | |
|--------------|------------------|----------|------------------|--------------|-----------------|
| Auckland | as No D.627839.1 | Gisborne | as No 234465.1 | New Plymouth | as No 481759.1 |
| Christchurch | as No 5074754.1 | Hamilton | as No B.674932.1 | Wellington | as No 5074486.1 |
| Dunedin | as No 5074473.1 | Napier | as No 719487.1 | | |
- That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
- That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 28 day of March 2002

[Signature]

SIGNED at Wellington
this 28 day of March 2002

[Signature]

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

Auckland District Law Society
REF 4120

Approved by Registrar-General
of Land under No. 1995/1004EF

TRANSFER

Land Transfer Act 1952



| |
|-----------------|
| Law Firm Acting |
| |

Auckland District Law Society
REF: 4135 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

TRANSFER
Land Transfer Act 1952

E 5269266.4 GRANT OF EASEMENT H1
CPY-01/01.PGS-006.16/07/02.09:11



DocID: 410492334

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

WELLINGTON

Certificate of Title No.

Proclamation 55

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

All

Part Sections 1, 2 and 3 Watts Peninsula District

Transferor Surnames must be underlined or in CAPITALS

HER MAJESTY THE QUEEN for defence purposes

Transferee Surnames must be underlined or in CAPITALS

TELECOM NEW ZEALAND LIMITED

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

Telecommunications Protection Corridor easement (continuation on page 2 annexure schedule)

Consideration

One dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **19th** day of **JUNE 2002**

Attestation

For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority given by the Minister of Lnds pursuant to section 4B of the Public Works Act 1981.

ROSS JAMES SUTHEPLAND

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

[Signature]

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

Witness name

Occupation

Address

Purnima Kiran
operations support Rep.
Auckland

Continued on Annexure Schedule

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
Solicitor for the Transferee

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 2 of 5 Pages

Continuation of "Estate or Interest or Easement to be created"

1. DEFINITIONS AND INTERPRETATION

"Dominant Land" means:

- (a) Lot 1 DP 85449, Certificate of Title 52C/188, and Lot 2 DP 85451, Certificate of Title 54D/634, in relation to "C" on DP 85453
- (b) Lot 2 DP 85451, Certificate of Title 54D/634, in relation to "D", "E", "F", "G", "H" and "I" on DP 85453

"Easement Land" means those parts of the Servient Land described in Schedule 1:

"Servient Land" means:

- (a) Part Section 2 Watts Peninsula District (the Servient Land) in relation to "C" on DP 85453
- (b) Part Sections 1 and 2 Watts Peninsula District (the Servient Land) in relation to "D" on DP 85453
- (c) Part Section 1 Watts Peninsula District (the Servient Land) in relation to "E", "F", "G", "H" and "I" DP 85453

"Telecommunications" or "Telecommunications Transmission" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature, at any frequency or voltage whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electric power supply whether underground or overground incidental to telecommunication, and the transmission of instructions and information and the conveyance of electricity relating to the business of the Transferee.

"Telecommunications Protection Corridor Easement" means the full, free, uninterrupted right of the Transferee to transmit and receive transmissions of signs, signals, impulses or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not over the Easement Land.

"Transfer" means this Transfer and includes the Schedules and any annexures.

"Transferee":

- (a) Means the Registered Proprietor of the dominant land for the time being; and
- (b) Includes the Transferee's agents, consultants, contractors, employees, engineers, invitees, licensees, surveyors, tenants, and workers and those of its subsidiaries

"Transferor":

- (a) Means the Registered Proprietor of the servient land for the time being; and
- (b) Includes the Transferor's agents, consultants, contractors, employees, engineers, invitees, licensees, surveyors, tenants, and workers and those of its subsidiaries

2. GRANT OF EASEMENT

The Transferor hereby TRANSFERS AND GRANTS to the Transferee the right to a Telecommunications Protection Corridor without charge, interruption or impediment on the terms and conditions set out in Schedule 2, such right to be forever appurtenant to Lot 1 DP 85449, Certificate of Title 52C/188 and Lot 2 DP 85451, Certificate of Title 54D/634.

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

Auckland District Law Society
REF 4120



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 3 of 4 Pages

Continuation of "Estate or Interest or Easement to be created"

SCHEDULE 1

TELECOMMUNICATIONS PROTECTION CORRIDOR EASEMENT LAND

Part Sections 1 and 2 Watts Peninsula District (the Servient Land) in relation to "C", "D", "E", "F", "G", "H" and "I"
DP 85453

SCHEDULE 2

RIGHTS TERMS AND CONDITIONS APPLICABLE TO THE TELECOMMUNICATIONS PROTECTION CORRIDOR EASEMENT

1. The Transferor shall not grant any lease, license, easement or other interest in land in respect to any part of the Easement Land or any building erected thereon to any other person that authorises the operation of any equipment which causes interference (as that term is defined in section 2 of the Radiocommunications Act 1989), with the exercise of the Transferee's rights under this easement.
2. The Transferor shall not:
 - (i) Grow or permit to be grown on the Servient Land any trees, shrubs or bushes of any description;
 - (ii) Erect or permit to be erected on the Servient Land any building, structure; or
 - (iii) At any time hereafter do, permit or suffer to be done any act whereby the full free use and enjoyment by the Transferee of the rights and privileges granted pursuant to this Transfer are interfered with or adversely affected in any way.
3. The Transferor shall be permitted to carry out their lawful business on the easement land provided that it does not in any way cause obstruction to or interfere with the exercise of the Transferees rights under this easement.
4. Nothing shall be construed to limit, remove, alter or restrict any rights, powers, remedies or actions which the Transferee may have under the Telecommunications Act 2001 or any statutory amendment or re-enactment thereof.
5. The rights and powers contained in this easement to be observed and performed by the Transferor shall be enforceable only against the owner of the Transferors interest under this easement from time to time and not otherwise against the Transferor or successors in title to its interest.
6. If any dispute arises between the parties in respect of or in connection with the easements vested by this Transfer, they must without prejudice to any other right or entitlement they must have (under this Transfer or otherwise), explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation.
The rules governing the technique must be agreed by the parties, or as recommended by the New Zealand Law Society, or as selected by the Chairman of the New Zealand chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

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

Auckland District Law Society
REF 4120

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 4 of 4 Pages

Continuation of "Estate or Interest or Easement to be created"

If the dispute is not resolved within 28 days of written notice by one party to the other of the dispute (or any further period agreed in writing by the parties), either party may refer it to arbitration under the Arbitration Act 1996 (as then in force).

The arbitrator must not be a person who has participated in any formal dispute resolution procedure in respect of the dispute, and:

- (1) Must be agreed by the parties within 10 days of written notice of the referral; or
- (2) If they fail to agree, must be appointed by the President (or Acting President for the time being), of the New Zealand Law Society.

7. The Statutory right of revocation of the easement on three months notice set out in section 48 Public Works Act 1981, is hereby expressly negated.

TEL245/1402

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

Auckland District Law Society
REF 4120



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 19 June 2002

Page 5 of 5 Pages

SIGNED for and on behalf of **TELECOM NEW ZEALAND LIMITED**
on the 28 day of March 2002 by two of its Attorneys:
and

Signature

Christine Diana Marie Turner
Environmental Manager
Telecom New Zealand Limited

Signature

Michael Joseph Tinetti
Property-Operations Manager
Telecom New Zealand Limited

in the presence of:

WITNESS: (to both signatures)

Signature

Kurt Richard Holmes
Acquisition Project Consultant
Wellington

Name:
Occupation:
Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We:

Christine Diana Marie Turner
Environmental Manager
Telecom New Zealand Limited

and

Michael Joseph Tinetti
Property Operations Manager
Telecom New Zealand Limited

hereby severally certify:

- That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
- That copies of the Power of Attorney are deposited in the Land Titles Offices at:

| | | | | | |
|--------------|------------------|----------|------------------|--------------|-----------------|
| Auckland | as No D.627839.1 | Gisborne | as No 234465.1 | New Plymouth | as No 481759.1 |
| Christchurch | as No 5074754.1 | Hamilton | as No B.674932.1 | Wellington | as No 5074486.1 |
| Dunedin | as No 5074473.1 | Napier | as No 719487.1 | | |
- That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
- That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 28 day of March 2002

Signature

SIGNED at Wellington
this 28 day of March 2002

Signature

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

Auckland District Law Society
REF 4120

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

| |
|-----------------|
| Law Firm Acting |
| |

Auckland District Law Society
REF: 4135 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

View Instrument Details



Instrument No 8555690.1
Status Registered
Date & Time Lodged 24 September 2010 11:54
Lodged By McCrone, Melanie Jayne
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

| | |
|-----------|------------|
| 80469 | Wellington |
| WN46B/924 | Wellington |

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Duncan James Simpson Laing as Grantor Representative on 23/09/2010 04:53 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Duncan James Simpson Laing as Grantee Representative on 23/09/2010 04:54 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

HER MAJESTY THE QUEEN for Justice Purposes (pursuant to section 48 of the Public Works Act 1981).

Grantee

WELLINGTON CITY COUNCIL

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

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

| Purpose (Nature and extent) of easement; <i>profit</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|--|--|---|---|
| Right to Convey Water | Shown marked "B" on Deposited Plan 408287 Shown marked "D" on Deposited Plan 408287 | Part Lot 1 Deposited Plan 8458 (CFR WN46B/924) Section 1 on Survey Office Plan 37939 (CFR 80469) | In Gross |

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are hereby *substituted* by:

the provisions set out in the Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

Form L

Annexure Schedule Page of Pages

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

DEFINITIONS AND INTERPRETATION

1. In this easement instrument unless the context indicates otherwise:

1.1 **Definitions:**

- 1.1.1 **Authority** means any local or territorial authority, or any other body having jurisdiction over the Land or their facilities or their use;
- 1.1.2 **Easement Facility** as in relation to the right to convey water, means pipes, pipelines, hydrants, valves, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground) and anything in replacement or substitution;
- 1.1.3 **Easement Land** means the area marked "B" and "D" on Deposited Plan 408287;
- 1.1.4 **Grantee** means the Wellington City Council and includes the Grantee's administrators, successors and assigns;
- 1.1.5 **Grantor** means Her Majesty the Queen for Justice Purposes and includes the Grantor's administrators, successors and assigns;
- 1.1.6 **Prison Manager** means the prison manager for the time being of the Wellington Prison and includes any person acting in this capacity;
- 1.1.7 **Right to Convey Water Easement** means the rights recorded in this Easement in relation to the supply of water;
- 1.1.8 **Servient Land** means the land owned by the Grantor described in Schedule A;
- 1.1.9 **Works** means any works directly required to enable the Grantee to use the Easement Land for the purposes and in the manner authorised by this Easement; and
- 1.1.10 **Working Day** has the meaning given to it by the Property Law Act 2007

1.2 **Interpretation:** In this Easement Instrument, unless the context requires otherwise:

- 1.2.1 **Defined Expressions:** expressions defined in the main body of this Easement Instrument have the defined meaning in the whole of this Easement Instrument including the Background;
- 1.2.2 **Headings:** section, clause and other headings are for ease of reference only and will not affect this Easement Instrument's interpretation;
- 1.2.3 **Negative Obligations:** any obligation not to do anything includes an obligation not so suffer, permit or cause that thing to be done;
- 1.2.4 **Parties:** references to parties are references to parties to this Easement Instrument;
- 1.2.5 **Persons:** references to persons include references to individuals,

companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

1.2.6 Plural and Singular: words importing the singular include the plural and vice versa;

1.2.7 Statutes and Regulations: references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it;

1.2.8 Joint and Several: where this Easement Instrument binds or benefits a party, it will bind and benefit that party jointly and severally.

RIGHT TO CONVEY WATER

2. The Grantor grants to the Grantee the right for the Grantee and the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled to do so):

2.1 to take, convey and lead water at all times in any quantity in a free and unimpeded flow through the Easement Facility described in clauses 2.2 or 2.3 (as the case may be);

2.2 to use any Easement Facility already laid in, on or under the soil of the Easement Land for the purpose described in clause 2.1;

2.3 where no Easement Facility already exists, to lay and maintain an Easement Facility in, on or under the soil of the Easement Land for the purpose described in clause 2.1; and

2.4 to enter on to the Servient Land (at any time, subject to clause 3.1, and by any route which is reasonable in the circumstances) with any tools, equipment, machinery and vehicles which are necessary and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining and renewing the Easement Facility, to dig up the soil of the Servient Land and to undertake all tests, inspections, investigations and surveys that are reasonably necessary for the Grantee to exercise the rights under this clause 2 to the extent necessary and reasonable.

COMPLIANCE

3. The Grantee acknowledges that at the date of signing of this Easement the Servient Land is held for Justice Purposes and is used as a working prison. For so long as the Easement Land is held for Justice Purposes, the Grantee must comply with the provisions of clauses 3 to 8.

4. The Grantee, whether by itself or its engineers, surveyors, workmen, agents, employees, servants, contractors or its invitees and whether with or without equipment shall not enter the Easement Land to carry out Works without the prior consent of the Prison Manager in respect of such entry.

5. The Grantee acknowledges that the Easement Land is located within a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Grantee's ability to enter the land to carry out Works under this Easement as the Prison Manager thinks necessary or appropriate to the operational requirements of the prison.

6. The Grantee may make representations to the Prison Manager regarding the times entry to the Easement Land is required for investigative work and any subsequent construction or maintenance activity when these works and activities can be planned for and scheduled ahead of their taking place.
7. The Grantee acknowledges that the Prison Manager at his/her discretion may upon the giving of either oral or written notice, vary any written consent to entry given under the provisions of clause 3 if the Prison Manager deems this to be necessary or appropriate to the operational requirements of the prison.
8. The Grantee will at all times when exercising its rights under this Easement comply with the Grantor's safety, security, and access protocols and practices
9. The Grantee will at all times comply with all regulations, statutes, ordinances, bylaws or other enactments affecting or relating to its use of the Easement Land and with all requirements which may be given by any Authority and will keep the Grantor indemnified in respect of any non-compliance by the Grantee.

PRISON MANAGER'S POWERS

10. If, in the reasonable opinion of the Prison Manager, the Grantee has either compromised the operational requirements of the prison by:
 - 10.1 breaching the conditions of any consent to entry given under clause 3; or
 - 10.2 failing to comply with any condition or procedure advised by the General Manager in relation to the conduct of Works carried out on the Easement Land;

then the General Manager will immediately notify the Grantee of the nature of the breach (in the case of 9.1 above) or failure to comply (in the case of 9.2 above) and of the time (which must be reasonable) by which the Grantee must remedy the breach.
11. If the Grantee fails to remedy the breach or comply with the relevant condition or procedure within the time specified in clause 9 (time being of the essence), the Grantor may undertake whatever action is required to remedy the breach, or comply with the relevant condition or procedure, and all costs and expenses directly or indirectly associated with doing so (including GST and reasonable legal fees on a solicitor and own client basis) will be recoverable from the Grantee.
12. The Grantee acknowledges that in the event the prison ceases to have a Prison Manager, the Prison Manager's powers under this Easement may be exercised by the Grantor or such of its agents, employees or servants to whom a written delegation in this regard is made.

OWNERSHIP

13. The Grantee retains ownership of the Easement Facility.

GRANTEE'S OBLIGATIONS

14. The Grantee will:
 - 14.1 arrange for the repair and maintenance of the Easement Facility to keep it in good order, repair and condition and to prevent it becoming a nuisance, and the costs of such repair and maintenance will be the responsibility of the Grantee

14.2 in undertaking any Works cause as little damage as possible to the Easement Land and as little inconvenience as possible to the Grantor;

14.3 following it undertaking any Works, in a good and workmanlike manner, and at its own cost, repair any damage to the Easement Land as soon as possible after the Works have been completed;

GRANTOR'S OBLIGATIONS

15. The Grantor will not:

15.1 place or allow to be placed any buildings, fences or other erections on the Easement Land; or

15.2 plant any tree or shrub on the Easement Land;

15.3 permit any act to be done on the Servient Land that interferes with or affects the Grantee exercising its rights under this easement instrument; or

15.4 grant any rights over the Easement Land to any party other than the Grantee.

16. If the Grantor fails to observe or breaches any of its obligations contained in clause 15, the Grantee may remedy that failure to observe, or that breach, and the Grantor will reimburse the Grantee for the cost of that remedy.

17. No power is implied for the Grantor to terminate this easement for breach of any provision in this easement by the Grantee or for any other case, it being the parties intention that this easement will continue forever unless surrendered

SETTLEMENT OF DISPUTES

18. If a dispute in relation to this easement arises between the parties then:

18.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

18.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

18.3 if the dispute is not resolved within (14) fourteen Working Days of the written particulars being given (or any longer period agreed by the parties):

18.3.1 the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

18.3.2 the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

View Instrument Details



Instrument No 9293197.1
Status Registered
Date & Time Lodged 04 March 2013 17:59
Lodged By Garland, Kathryn Anna
Instrument Type Easement Instrument



Affected Computer Registers 80469
Land District Wellington

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Duncan James Simpson Laing as Grantor Representative on 04/03/2013 04:59 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Duncan James Simpson Laing as Grantee Representative on 04/03/2013 05:00 PM

*** End of Report ***

Form B**Easement instrument to grant easement or *profit à prendre*,
or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

HER MAJESTY THE QUEEN FOR Justice Purposes (pursuant to section 48 of the Public Works Act 1981)

Grantee

POWERCO LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

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

| Purpose (Nature and extent) of easement; <i>profit</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|--|--|---------------------------------------|---|
| Right to convey gas | Shown as marked "A", "B", "C", "D", "E" and "F" on Deposited Plan 455321 | Section 1 SO 37939 (CFR 80469) | In gross |

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

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

~~[Memorandum number —, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in the Annexure Schedule]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as required; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

~~[Memorandum number —, registered under section 155A of the Land Transfer Act 1952]~~

~~[the Annexure Schedule]~~

Form L

Annexure Schedule

Page 1 of Pages

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

1. DEFINITIONS

In this easement instrument, unless the context indicates otherwise:

Authority means any local or territorial authority, or any other body having jurisdiction over the Servient Land or its facilities or use;

Easement Facility means every work or thing used, or designed or intended for use in or in connection with conveying gas or liquid and includes tubes, hoses, conduits, valves and associated works and pipes, which are of a sufficient internal diameter and of a suitable material for the Grantee's use;

Gas means anything that may be conveyed through pipes and is a gas at a temperature of 15°C and an absolute pressure of 101.325 kilopascals; and includes (not by way of limitation):

- (a) biogas, coal gas, liquefied petroleum gas, natural gas, oil gas, producer gas, refinery gas, reformed natural gas and tempered liquefied petroleum gas; and
- (b) any gaseous substance that the Governor-General declares to be a gas for the purposes of the Gas Act 1992; and
- (c) any mixture of gases;

Grantee means Powerco Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, licensees, agents, employees, contractors, tenants and other invitees of the Grantee;

Grantor means the registered proprietor of the Servient Land and where applicable includes its successors in title, and its agents, employees, contractors, tenants, licensees, and other invitees of the Grantor;

Liquid means anything that may be conveyed through pipes and is normally a liquid at atmospheric pressure and at 20°C and includes (not by way of limitation) solids which may be conveyed in a liquid through pipes;

Prison Manager means the prison manager for the time being of the Wellington Prison (or any other prison located on the Servient Land) and includes any person acting in that capacity;

Servient Land means the land owned by the Grantor described in Schedule A;

Stipulated Course means the course that is shown marked "A", "B", "C", "D", "E" and "F" on Deposited Plan 455321; and

Working Day has the meaning given to it by the Property Law Act 2007.

Form L

Annexure Schedule

Page 2 of Pages

*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant**

- 1.1** A reference to any statute or section of any statute includes any enactment in amendment or substitution for such statute or section.
- 1.2** Unless specifically defined in this clause 1, the terms which are defined in the Land Transfer Regulations 2002 have the meaning set out in these definitions.
- 2. EASEMENT TERMS**
- 2.1** This easement instrument is in addition to and not in substitution for any statutory rights and authorities which the Grantee may have at any time in respect of the Servient Land. The rights and powers in this easement instrument are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement instrument are in conflict with the Fourth Schedule the terms of this easement instrument shall prevail.
- 2.2** In addition to the rights and powers set out in clause 2.1, but subject to clauses 4 and 5, the Grantor grants to the Grantee (in common with the Grantor and other persons to whom the Grantor may grant similar rights) as an easement in gross the following rights and powers at all times and in any quantity:
- (a)** to lay, construct, maintain, replace and retain the Easement Facility on, in, over and under the soil of the Stipulated Course as reasonably required by the Grantee;
 - (b)** to enter and remain upon the Servient Land for a reasonable time for the purposes of laying, constructing, maintaining, inspecting, repairing, renewing, enlarging, replacing, altering or removing the Easement Facility as the case may be and opening up the soil of the Stipulated Course and make any accessway, cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the Stipulated Course as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this easement;
 - (c)** to use the Easement Facility for the purpose of conveying gas and/or liquid without interruption or impediment.
- 2.3** Notwithstanding clause 2.2, nothing shall compel the Grantee to exercise the above rights at any time.
- 2.4** Notwithstanding anything to the contrary in this easement instrument, if any part of the Easement Facility is located above the surface of the Servient Land, it must be enclosed or otherwise protected. Any part of the Easement Facility that is not enclosed or otherwise protected must be placed under the ground to ensure safety and security.

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Annexure Schedule

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*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant****3. COVENANTS**

- 3.1** The Grantee shall be responsible for:
- (a) the installation of the Easement Facility; and
 - (b) using its best endeavours to prevent the Easement Facility becoming a danger or a nuisance.
- 3.2** The Grantee will immediately repair and make good all damage to fences, gates, other improvements, or any other damage to the Stipulated Course and the Servient Land directly caused by the Grantee carrying out any work pursuant to clause 2, and the rights and powers in the Fourth Schedule.
- 3.3** The Grantor must not do and must not allow to be done on the Servient Land anything that may interfere with or restrict the rights of any other party, including the Grantee, or interfere with the efficient operation of the Easement Facility.
- 3.4** Without limiting the generality of clause 3.3, the Grantor will not do or allow to be done anything on the Servient Land that will cause interference to the Easement Facility. If the Grantor wishes to operate, or allow equipment to be operated on the Servient Land that is likely to cause interference to the Easement Facility, then the Grantor and the Grantee will use all reasonable endeavours to work together in order to ensure that any interference caused by any equipment operated, or allowed to be operated, by the Grantor will be minimised.
- 3.5** Notwithstanding the provisions of the Fourth Schedule that deal with maintenance and payment of maintenance costs, if any maintenance, repair, renewal or replacement of the Easement Facility is necessary because of any wilful act or omission, neglect or fault of the Grantor (including any tenant, licensee, employee, invitee or agent of the Grantor) then the Grantor shall be responsible for the whole cost of such maintenance, repair, renewal or replacement.
- 3.6** The Grantor covenants with the Grantee that the Grantor waives and will not at any time claim any compensation from the Grantee under section 51 of the Gas Act 1992 or under any other provisions of any statute or regulation whatsoever, in relation to the exercise by the Grantee of its rights under this easement.
- 3.7** The Easement Facility is and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Easement Facility at any time unless the easement is surrendered by mutual agreement and in accordance with clause 8.1. No person shall have any interest in such Easement Facility by reason only of having an interest or estate in the Servient Land.
- 3.8** No power is implied for the Grantor to terminate this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered by mutual agreement.

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*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant**

- 3.9** All disputes which may arise between the parties in respect of this easement are to be determined in accordance with the provisions set out in the Fourth Schedule subject to the modifications detailed in clauses 3.10 and 3.11.
- 3.10** If the matter should proceed to arbitration the arbitral tribunal shall determine the issue of payment of costs as calculated on a solicitor to client basis.
- 3.11** Either the Grantor or the Grantee may appeal to the High Court on any question of law arising out of any award made by the arbitral tribunal.
- 3.12** In addition to the Easement Facility which the Grantee owns on the Servient Land, the Grantee may also own equipment which is situated in a building owned by the Grantor on the Servient Land. Subject to clauses 4 and 5, the right to access the Servient Land includes the right for the Grantee to access any building which houses its equipment to inspect, maintain and replace that equipment.
- 3.13** The Grantor and the Grantee acknowledge that the Grantor has granted this easement pursuant to Section 48 of the Public Works Act 1981 and agree that the Grantor's right of revocation on three months' notice without compensation as contained in Section 48 of the Public Works Act 1981 is specifically excluded.
- 4. PRISON MANAGER'S CONSENT**
- 4.1** The Grantee, whether with or without equipment, must not enter the Servient Land without the prior consent of the Prison Manager in respect of such entry.
- 4.2** The Grantee acknowledges that the Servient Land is located within a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Grantee's ability to enter the Servient Land to carry out works under this easement instrument as the Prison Manager thinks necessary or appropriate to the operational requirements of the prison.
- 4.3** The Grantee may make representations to the Prison Manager regarding:
- (a)** the times entry to the Servient Land (including any building housing its equipment provided for under clause 3.12) is required for investigative work and any subsequent construction or maintenance activity insofar as these works and activities can be planned for and scheduled ahead of their taking place; and
 - (b)** the Grantee's notice requirements to enter to the Servient Land (including any building housing its equipment provided for under clause 3.12) if the Grantee needs to urgently carry out emergency remedial works to the Easement Facility.
- 4.4** The Grantee acknowledges that the Prison Manager at his/her discretion may upon the giving of either oral or written notice, vary any written consent to entry given under the provisions of clause 4.1 should the Prison Manager deem this to be necessary or appropriate to the operational requirements of the prison.

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*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant**

4.5 The Grantee will at all times comply with all regulations, statutes, ordinances, bylaws or other enactments affecting or relating to its use of the Servient Land and with all requirements which may be given by any Authority and will keep the Grantor indemnified in respect of any non-compliance by the Grantee.

4.6 The Grantee will at all times when exercising its rights under this easement instrument comply with the Grantor's safety, security, and access protocols and practices and with all conditions and procedures that the Prison Manager may from time to time require under this clause.

5. PRISON MANAGER'S POWERS

5.1 If, in the reasonable opinion of the Prison Manager, the Grantee has either compromised the operational requirements of the prison by:

- (a) breaching the conditions of any consent to entry given under clause 4.1; or
- (b) failing to comply with any condition or procedure advised by the Prison Manager in relation to the conduct of works carried out on the Servient Land;

then the Prison Manager will immediately notify the Grantee of the nature of the breach (in the case of 5.1(a) above) or failure to comply (in the case of 5.1(b) above) and of the time (which must be reasonable) by which the Grantee must remedy the breach.

6. INDEMNITY

6.1 The Grantee will keep the Grantor indemnified against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur for which the Grantor may become liable in respect of or arising out of:

- (a) the neglect or careless use or misuse of the Servient Land by the Grantee;
- (b) any accident or damage to the property or any person arising from any occurrence on or near the Servient Land wholly or in part by reason of any act or omission of the Grantee;
- (c) any complaint, action or proceeding against the Grantor as a result of a breach by the Grantee of the Corrections Act 2004, the Resource Management Act 1991, the Health and Safety in Employment Act 1992, the Building Act 2004 and any other act.

6.2 In the absence of negligence or recklessness, the Grantor will not be liable to the Grantee, whether in contract, tort or otherwise, for any loss, compensation, damage or expenses incurred or suffered by the Grantee.

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*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant****7. DEFAULT**

7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement instrument:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 Working Days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7 Working Day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

8. REMOVAL/SURRENDER

8.1 The Grantee will retain ownership of the infrastructure comprised in the Easement Facility. If this easement instrument is surrendered by mutual agreement, the Grantee will, if required by the Grantor, remove the infrastructure comprised in the Easement Facility at the time of the surrender. The Grantee will at the Grantee's cost (without limitation) do the following:

- (a) remove and decommission the Easement Facility and any other improvements which the Grantee has erected on, in or under the Servient Land pursuant to its rights, in accordance with all regulatory requirements, and restore the Servient Land as close as possible to the state prior to the installation of the Easement Facility; and
- (b) make good any other damage caused by such removal and/or decommissioning to the satisfaction of the Grantor.



View Instrument Details

| | |
|-------------------------------|--|
| Instrument Type | Caveat against dealings with land under Section 138 Land Transfer Act 2017 |
| Instrument No | 11519861.1 |
| Status | Registered |
| Date & Time Lodged | 14 August 2019 18:59 |
| Lodged By | Simon, Gregory John |

| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| 760897 | Wellington |
| 760898 | Wellington |
| WN46B/923 | Wellington |
| WN46B/926 | Wellington |
| WN46B/927 | Wellington |

Registered Owner
Her Majesty the Queen

Caveator
Mau Whenua Incorporated
Kingi Morgan

Estate or Interest claimed
an interest is claimed in the land comprised in the affected titles by the Caveator as beneficiaries under a cestui que trust of which the registered owner is trustee

Notice
Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator
Mau Whenua Incorporated and Kingi Morgan
C/- Gregory Simon
PO Box 46-288
Herne Bay, Auckland
New Zealand
1147

Address for Registered Owner
Crown Law
C/- Crown Law
PO Box 2858
Wellington



View Instrument Details

Address for Registered Owner

New Zealand

6011

Caveator Certifications

I certify that I have the authority to act for the Caveator 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 John Simon as Caveator Representative on 20/08/2019 01:34 PM

*** End of Report ***