



DOIA21/22080607

s 9(2)(a)

Dear s 9(2)(a)

Thank you for your email on 16 August 2021 requesting the following information under the Official Information Act 1982 (the Act):

...the rest of the document of which it forms part, please.

The document, Desktop Site Analysis Site 41 – Former Mount Crawford Prison, is attached with some information withheld under the following sections of the Act:

Section of Act	Reason to withhold
9(2)(g)(i)	Maintain the effective conduct of public affairs through the free and frank expression of opinions by or between or to Ministers of the Crown or members of an organisation or officers and employees of any department or organisation in the course of their duty
9(2)(h)	maintain legal professional privilege
9(2)(j)	enable a Minister of the Crown or any department or organisation holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)

In terms of section 9(1) of the Act, I am satisfied that, in the circumstances, the decision to withhold information under section 9 of the Act is not outweighed by other considerations that render it desirable to make the information available in the public interest.

You have the right to seek an investigation and review of my response by the Ombudsman, in accordance with section 28(3) of the Act. The relevant details can be found on the Ombudsman's website www.ombudsman.parliament.nz.

As part of our ongoing commitment to openness and transparency, the Ministry proactively releases information and documents that may be of interest to the public. As such, this response, with your personal details removed, may be published on our website.

Yours sincerely

Matt Fraser
Manager Land Acquisition and Development



Desktop Site Analysis

Site 41 - Former Mount Crawford Prison

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PREPARED FOR THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT



**MINISTRY OF HOUSING
AND URBAN DEVELOPMENT**



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711195.001 RE 20190128 Desktop Site Analysis – Former Mount Crawford Prison

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Executive Summary

Cal bre has prepared this report to support the Ministry of Housing and Development in assessing the development potential of part of the Watts Peninsula in Maupuia, Wellington for the Kiwibuild programme. The part of Watts Peninsula is that which was once the Mount Crawford Prison identified as Site 41. Calibre and ENGEO completed a desktop analysis for the eight parcels included within the Site. § 9(2)(i)

Cal bre would like to note that this report relies on limited and high level information. Information within it should be considered indicative only.

Table 0.1 Quick Reference Site Specific Information and Risks (Use in combination with map on next page)

Site Number	Legal Description	Record of Title/Gazette	Area (Ha)	Owner	Purpose	WCC District Plan Zone	Legal Encumbrances
41.1	Section 4, 6, & 7 SO 477035	760898 GN2003,p347	5.2328	HMQ	Justice	<ul style="list-style-type: none">Open Space BRidgelines and HilltopsAirport flight path not affectedDesignation #K1	<ul style="list-style-type: none">Easements in gross for Telecom, WCC, and PowerCoRFR Land (Port Nicholson Block Settlement Trust)
41.2	Section 1 & 3 SO 477035	760897	4.4182	HMQ	Justice	<ul style="list-style-type: none">Open Space BRidgelines and HilltopsAirport flight path not affectedDesignation #K1 (Building Restriction Area)	<ul style="list-style-type: none">Appurtenant Right of Way over present-day Main RoadRFR Land (Port Nicholson Block Settlement Trust)
41.3	Part Section 3 Watts Peninsula District	WN46B/927	0.5084	HMQ	Justice	<ul style="list-style-type: none">Open Space BRidgelines and HilltopsAirport flight path not affectedDesignation #K1	<ul style="list-style-type: none">RFR Land (Port Nicholson Block Settlement Trust)
41.4	Section 1 SO 24508 and Part Lot 1 DP 4741	WN46B/926	0.4527	HMQ	Justice	<ul style="list-style-type: none">Open Space BRidgelines and HilltopsAirport flight path not affectedDesignation #K1	<ul style="list-style-type: none">RFR Land (Port Nicholson Block Settlement Trust)
41.5	Part Lot 4 Block XII DP 858	WN46B/923	1.0901	HMQ	Justice	<ul style="list-style-type: none">Outer ResidentialAirport flight path not affected	<ul style="list-style-type: none">RFR Land (Port Nicholson Block Settlement Trust)
41.6	Part Section 2 and 3 Watts Peninsula District	GN1886p694 (Proc. 55)	4.0 (approx.)	The Crown	Defence	<ul style="list-style-type: none">Open Space BRidgelines and HilltopsAirport flight path not affectedDesignation #K1 in part	<ul style="list-style-type: none">TBC – Gazette Notice ordered



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Commented [CB2]: Check SO 37939 Area A

Commented [CB3]: Pt Sec 3 = 2 + Pt Sec 2 = 2 measured manually from drawing on GWRC GIS

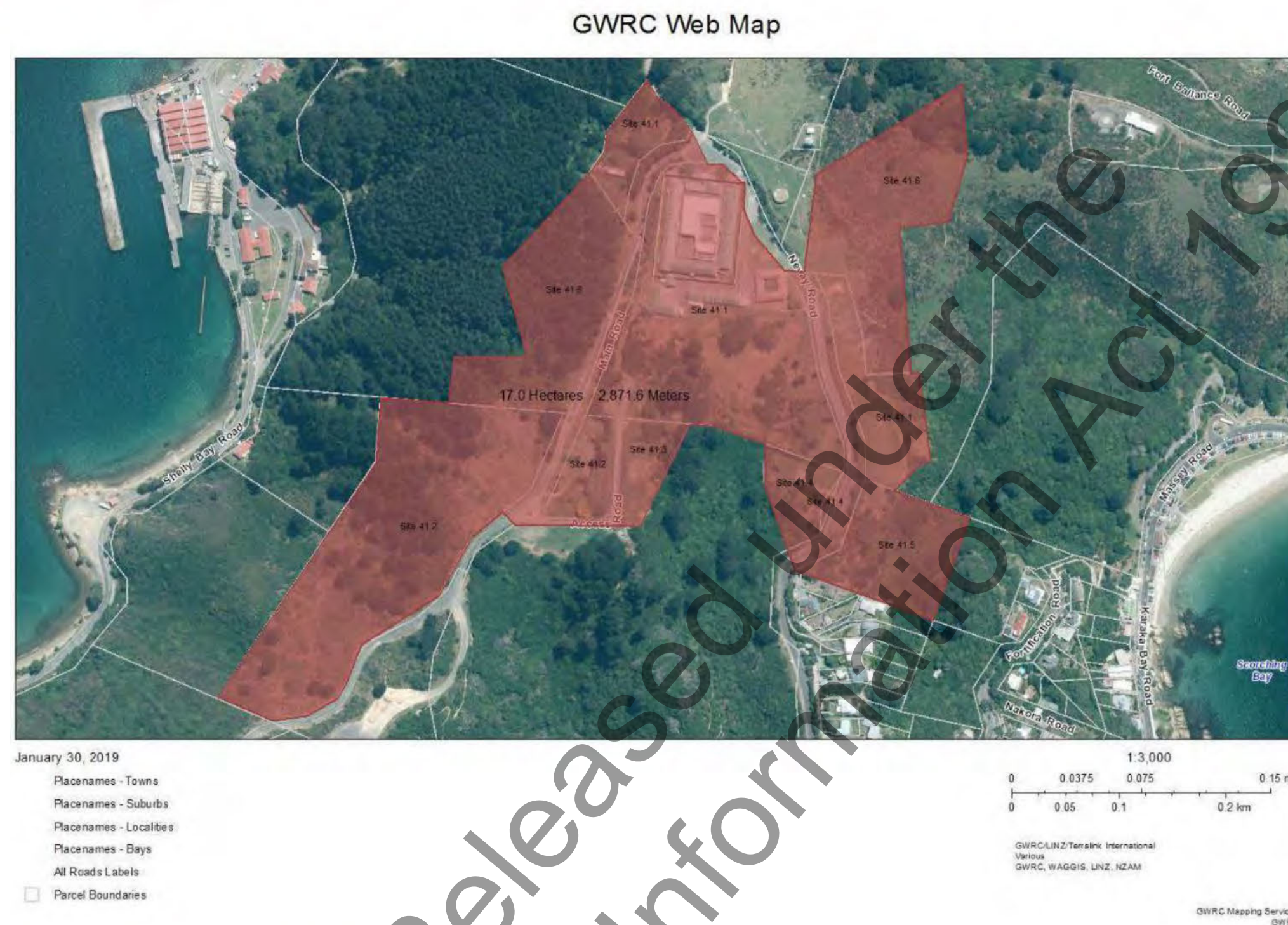


Figure 0.1 Overall Map of Site 41 Showing Unique Identifiers Based on Fee Simple Title or Gazette

1 Introduction

The Ministry of Housing and Urban Development (HUD) have engaged Calibre to provide our services in completing a desktop investigation of Site 41, the old Mount Crawford Prison (the Site). This report is a combination of our findings and our recommendations relating to statutory planning, engineering and infrastructure, and transport planning. Calibre have also included a summary of the Site's geotechnical and contamination constraints based on a desktop study that ENGEO has completed for us.

s 9(2)(j)

2 Existing Site Assessment

Calibre and ENGEO have completed a desktop assessment to discover what the existing situation is. This section outlines our findings. Although this assessment was complete in a short amount of time, Calibre suggest it is sufficient for informing HUD of the current site constraints.

2.1 Mana Whenua

The Resource Management Act recognises that Māori have a special cultural and spiritual relationship with the environment and have a role in helping safeguard it on behalf of all New Zealanders.

s 9(2)(j)

¹ Te Kahu Māngai is a directory of Iwi and Māori organisations owned by Te Puni Kōkiri

² Taranaki Whānui ki te Upoko o Te Ika is a collective of multiple Iwi which includes Te Atiawa. It is also sometimes referred to as Taranaki Whānui ki te Whānganui o Tara.



Figure 2.1 GWRC Map Showing Potentially Interested Lwi with Indicative Extent of Site 41

2.2 Land Ownership

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In order to simplify identify the Site's varying records of title and gazette notices, Calibre gave a unique identifier to each of the estates. These are shown in Figure 0.1 above.

There are eight parcels within the Site. These are comprised in five Records of Title plus Gazette Notices for both the Defence and the Justice land. There is Gazette Notice from 2003 declaring Section 1 SO 37939 (Site 41.1) to be set aside for Justice and to remain vested in the Crown. Each of the sites are broken down by estate reference in Table 2.1 below.

Calibre have reviewed the document provided by HUD titled *High Level Legal Due Diligence – Site 41 – Former Mount Crawford Prison, 20 Main Road, Wellington*. s 9(2)(g)(i)

That Due Diligence document is included in Appendix A of this report for quick reference. Also included in Appendix A are the Records of Title, the latest Gazette Notice, and the legal instruments registered on each title. The earlier Gazette Notice (1886 p694) has been ordered but Calibre had not received it at the time of writing this report.

Table 2.1 Land Ownership and Registered Encumbrances

Site Number	Legal Description	Record of Title/Gazette (Appendix A)	Area (Ha)	Registered Owner	Purpose	Legal Encumbrances (Appendix A)
41.1	Section 4, 6, & 7 SO 477035	760898 GN2003,p347	5.2328	HMQ ³	Justice	<ul style="list-style-type: none"> Easement for Telecom to Convey Telecoms, Right of Way, and Right to Drain Sewage (B on SO 477035). Easement for Telecom to transmit and receive transmission (etc) (H on SO 477035). First Right of Refusal for the Port Nicholson Block Settlement Trust. Easement for WCC to Convey Water (B on SO 477035). Easement for PowerCo to Convey Gas (A, B, C, D, E, F, and G on SO 477035).
41.2	Section 1 & 3 SO 477035	760897	4.4182	HMQ	Justice	<ul style="list-style-type: none"> Appurtenant Right of Way (Transfer 411135) which appears to be covering the present day Main Road. First Right of Refusal for the Port Nicholson Block Settlement Trust.
41.3	Part Section 3 Watts Peninsula District	WN46B/927	0.5084	HMQ	Justice	<ul style="list-style-type: none"> First Right of Refusal for the Port Nicholson Block Settlement Trust.
41.4	Section 1 SO 24508 and Part Lot 1 DP 4741	WN46B/926	0.4527	HMQ	Justice	<ul style="list-style-type: none"> First Right of Refusal for the Port Nicholson Block Settlement Trust.
41.5	Part Lot 4 Block XII DP 858	WN46B/923	1.0901	HMQ	Justice	<ul style="list-style-type: none"> First Right of Refusal for the Port Nicholson Block Settlement Trust.

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³Her Majesty the Queen

Site Number	Legal Description	Record of Title/Gazette (Appendix A)	Area (Ha)	Registered Owner	Purpose	Legal Encumbrances (Appendix A)
41.6	Part Section 2 and 3 Watts Peninsula District	GN1886,p694 (Proc. 55)	4.0 (approx.)	The Crown	Defence	<ul style="list-style-type: none">Not yet clear. Gazette Notice has been ordered.

Commented [CB7]: Pt Sec 3 = 2 measured manually from drawing

2.2.1 Land Purpose

The Crown own all land within Site 41. The fee simple parcels (those with Records of Title) are all for Justice purposes. The gazetted parcels (without Records of Title) are for Defence purposes. These two different purposes are shown in Figure 2.2 below with Justice in red and Defence in blue (Site 41.6). We have roughly measured the area of the Defence land to be 4.0 Hectares.

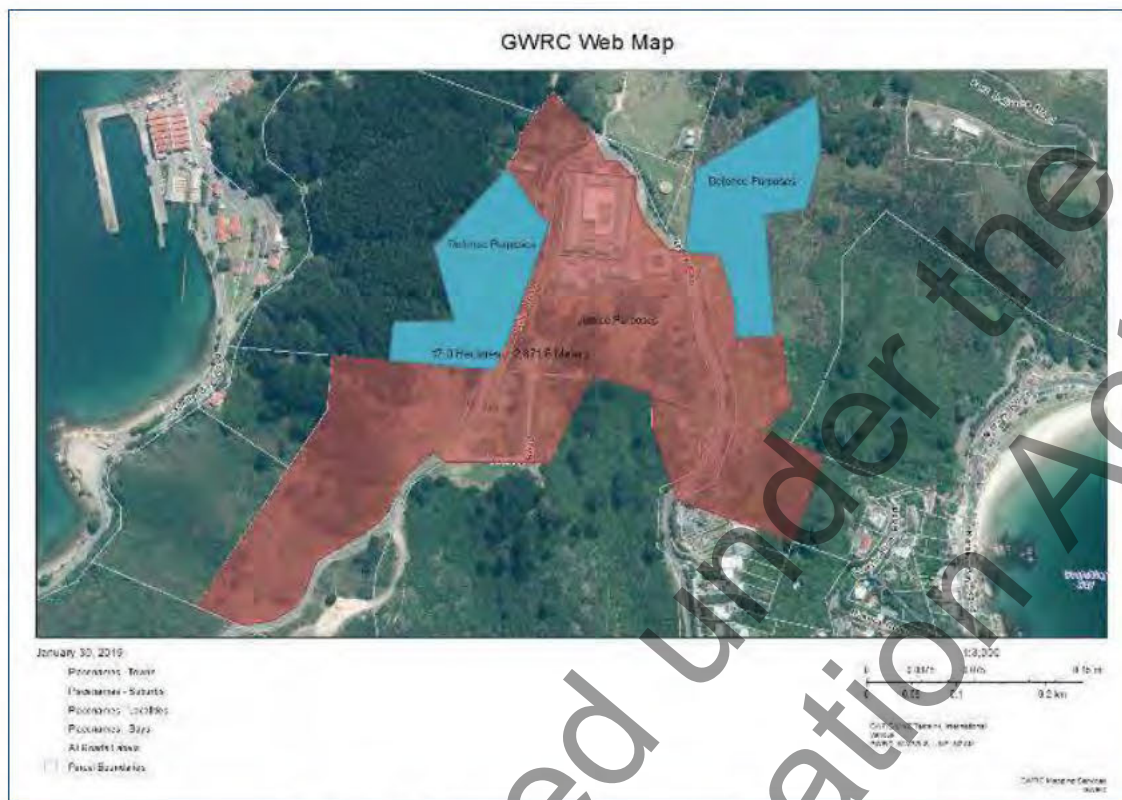


Figure 2.2 GWRC Map Showing Purposes of Site 41 within Indicative Extent

2.3 Statutory Planning

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The current planning framework prevents development of the majority of the land within Site 41. s 9(2)(a)(i)

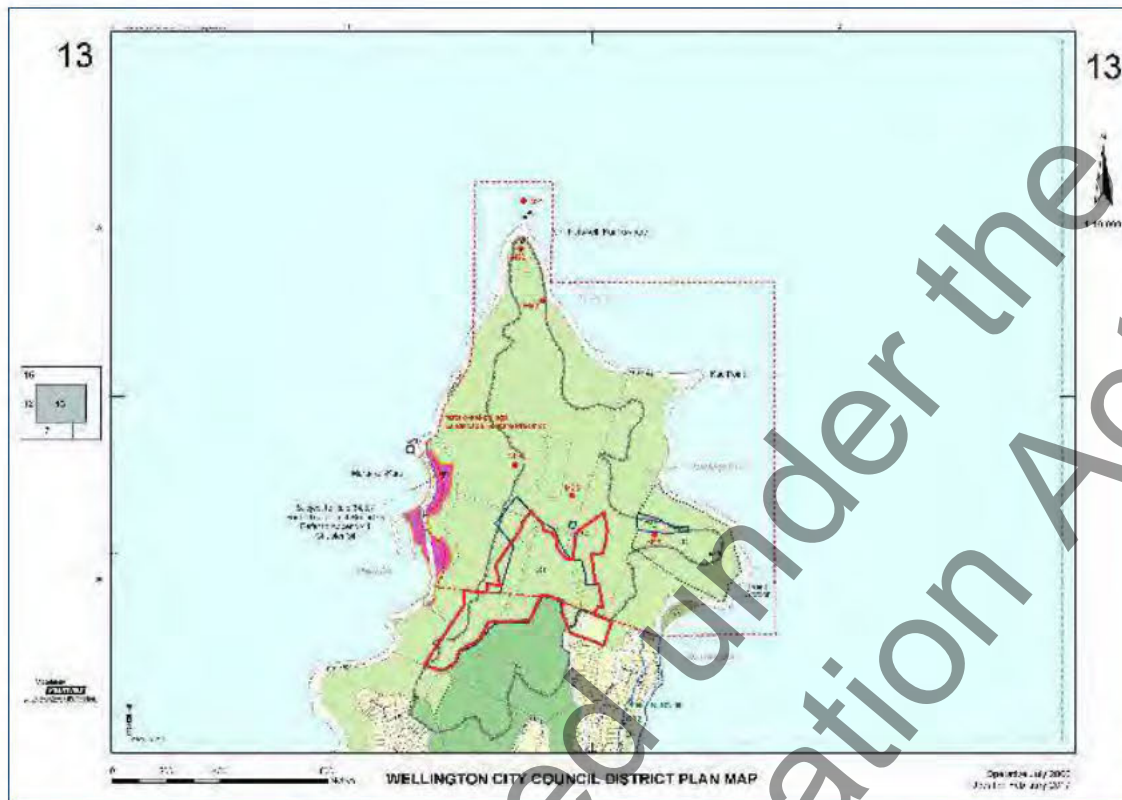


Figure 2.3 Map 13 from the District Plan with Site 41 overlaid (solid red line)

2.3.1 District Plan Zones

The majority of the site is zoned Open Space B in the WCC District Plan. The exception to that is Site 41.5 (Part Lot 4 Block XII DP 858) which is zoned Outer Residential.

s 9(2)(j)

“Open Space B land is valued for its natural character...used for types of recreation that, in the broadest sense, do not involve buildings...The intention is to keep such areas in an unbuilt or natural state”

WCC District Plan, Page 16/2.

s 9(2)(j)

2.3.2 District Plan Overlays and Protected Features

2.3.2.1 Hilltops and Ridgelines

The majority of the site is within the Hilltops and Ridgelines overlay. s 9(2)(j)

“...Councils strategy is to maintain a relatively un-developed character in these [ridgelines and hilltops]” areas.

WCC District Plan, Page 16/1.

2.3.2.2 Heritage

Māori Sites in close proximity to the Site are listed in the District Plan and are shown in Map 13 (Figure 2.3 above).

Table 2.2 The three Māori sites of significance in close proximity to Site 41

Map Symbol	Map	Title	Category	Significance
M94	13	Mataki-kai-poinga	Site	Important
M95	13	Puhirangi Pa	Site	High
M96	13	Te Mahanga	Site	High

M96 is within the same parcel as Site 41.6 (Part Section 2 Watts Peninsula District). s 9(2)(j)
Total or partial demolition, destruction, or removal of any of these is a discretionary (unrestricted) activity.

Fort Balance is listed as a Historic Places Category 1 in Heritage New Zealand. The Fort is not within the Site s 9(2)(j)

2.3.2.3 Designation

The site has a designation over it as shown in the Designations Chapter of the District Plan (and in Figure 2.3 above).

Table 2.3 Minister of Corrections Designation K1 Details from the District Plan

Designation No.	Map Ref	Designation Title	Location of Site	Legal Description and Gazette	s 9(2)(j)
K1	13	Justice	Wellington Prison Watts Peninsula, Wellington	Details attached as Appendix A.	

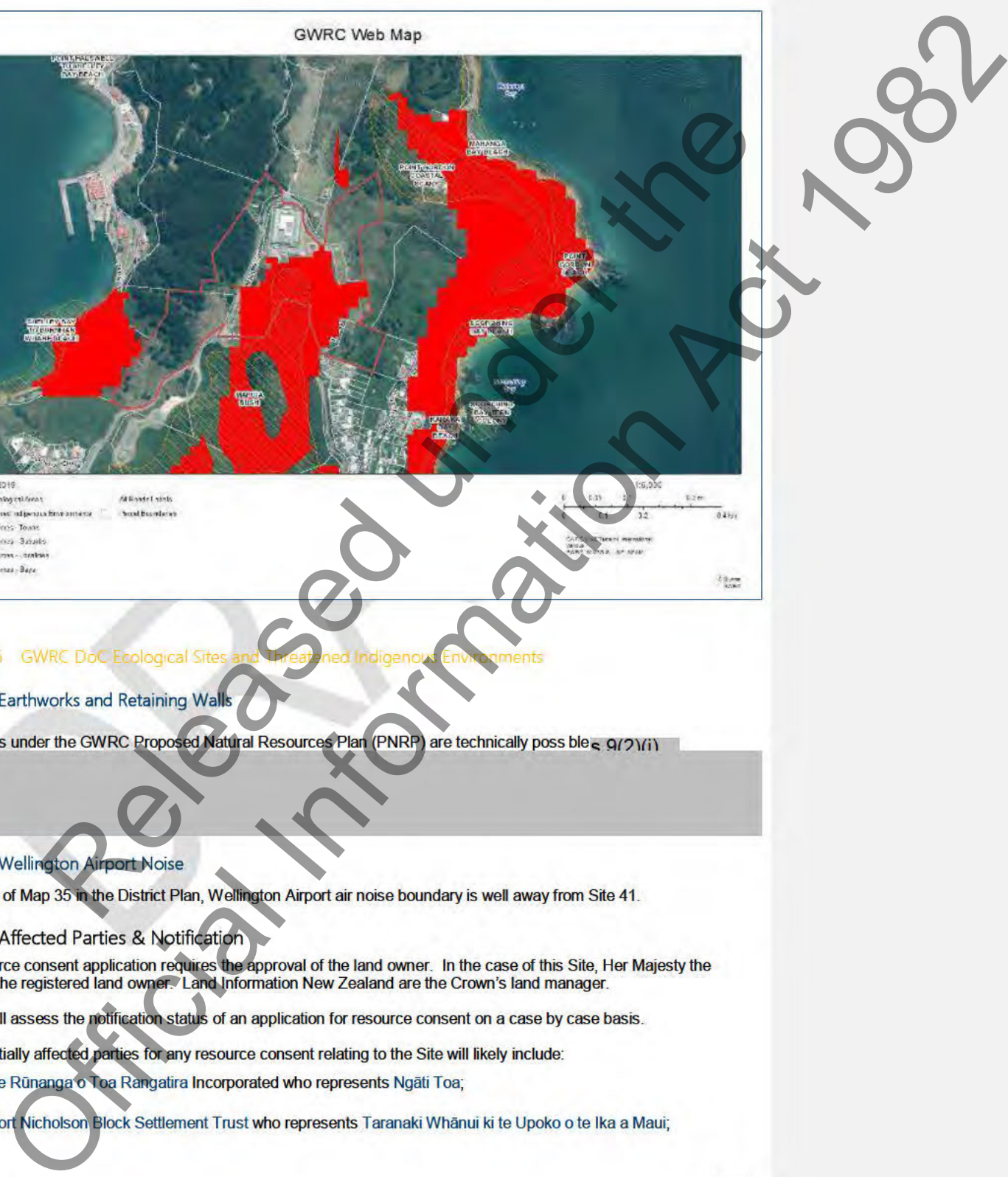
Designation K1 covers the majority of the site, the exception being all of Site 41.5 and the majority of Site 41.6 (Defence Land). Buildings or structures cannot be located within the area shown as hatched in Figure 2.4 below (part Site 4.2).



Figure 2.4 Appendix A from the WCC District Plan Showing Designation K1

2.3.2.4 Indigenous Vegetation and Ecological Areas

Figure 2.5 shows a large portion of the Site as being covered with threatened indigenous environments. Modification, damage, removal, or destruction of indigenous vegetation is permitted subject to conditions. s 9(2)(i)



2.3 2.5 Earthworks and Retaining Walls

Earthworks under the GWRC Proposed Natural Resources Plan (PNRP) are technically possible, and the GWRC is currently reviewing the PNRP to determine if it is feasible to implement the plan. The GWRC is currently reviewing the PNRP to determine if it is feasible to implement the plan. The GWRC is currently reviewing the PNRP to determine if it is feasible to implement the plan.

Earthworks under the GWRC Proposed Natural Resources Plan (PNRP) are technically possible, and the proposed project is not likely to have any adverse effects on the GWRC PNRP.

On review of Map 35 in the District Plan, Wellington Airport air noise boundary is well away from Site 41.

Any resource consent application requires the approval of the land owner. In the case of this Site, Her Majesty the Queen is the registered land owner. Land Information New Zealand are the Crown's land manager.

Council will assess the notification status of an application for resource consent on a case by case basis.

The potentially affected parties for any resource consent relating to the Site will likely include:

- Te Rūnanga o Te Arawa Incorporated who represents Ngāti Toa;
- Port Nicholson Block Settlement Trust who represents Taranaki Whānui ki te Upoko o te Ika a Maui;

- Department of Corrections;
- New Zealand Defence Forces.

s 9(2)(j)

2.4 Engineering and Infrastructure

Cal bre carried out this desktop analysis for the assessment of the existing infrastructure within the areas of interest at Mt Crawford, to identify any significant constraints and future requirements for the proposed KiwiBuild project. The analysis covered checking for the availability of Water supply, Stormwater and Wastewater networks and the assessment for the adequacy of these networks to service the proposed development.

The desktop analysis also covered the assessment of the Transportation and other essential Utilities (Electricity, Telecommunication). The availability of Gas onsite was also checked.

2.4.1 Stormwater

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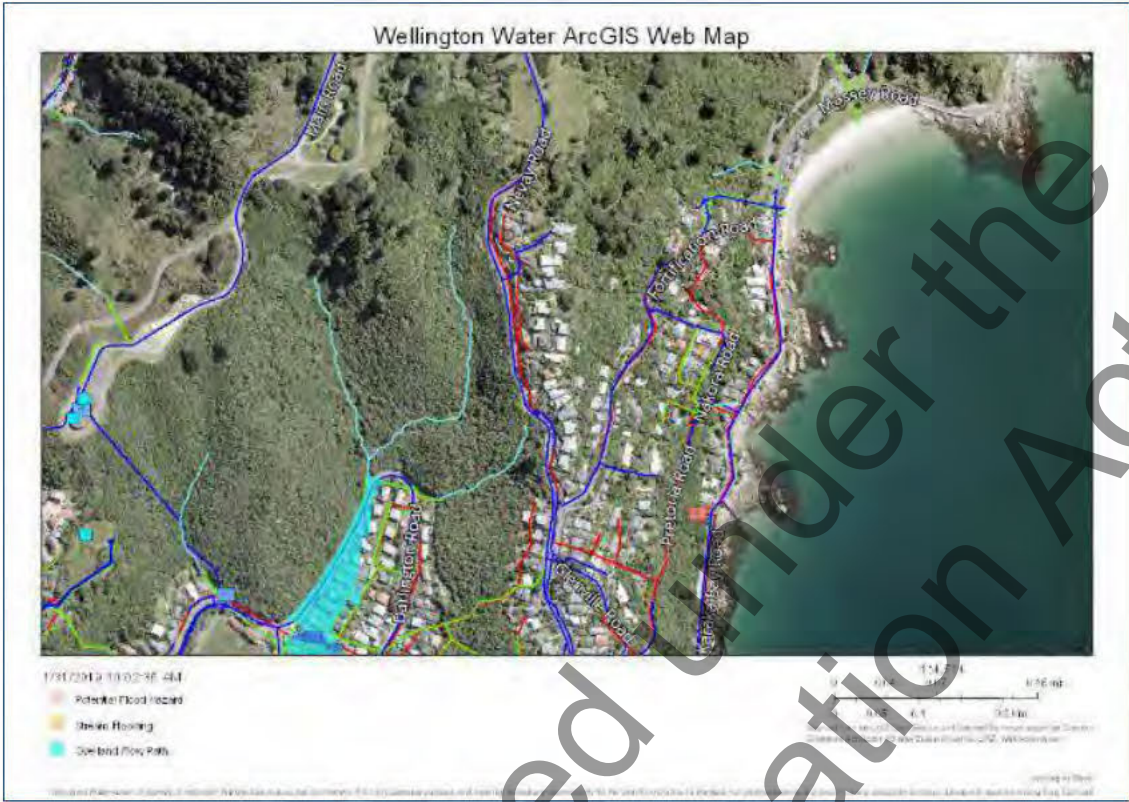


Figure 2.6 Existing Flooding Downstream of Site

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Commented [CB12]: Maryam, can you correct the maps you're referencing as figure 2.7?

Figure 2.7 Existing Flooding Downstream of Site

The Site has an existing wastewater connection from Nevay Road. The upstream end of the wastewater system in Nevay Road is approximately located outside property No. 212.

The existing reticulation main according to the GIS is of nominal diameter 150mm Asbestos Cement installed in 1965.

Commented [MM13]: insert flow rate and correct the figure's number

The downstream wastewater network is connected to pump station (PS29) located at Karaka Bay Road in Seatoun. Refer to Figure 2.8 for the wastewater network details.



Figure 2.8 Existing Wastewater Connection to Site on Nevay Road

2.4.2 Potable water

Wellington City Council (WCC) has three water tanks near the Site. One is located in close proximity to the Former Mt Crawford Prison on a higher ground, with a capacity of 500m³. This reservoir supplies to Mt Crawford and some properties in the Eastern Suburb. The Bottom Water Level (BWL) of this reservoir is 160m while the Top Water Level (TWL) is 164.10m and the depth of the reservoir is 4.1m. The reservoir was constructed in 1983.

In accordance with the Regional Standard for Water Services (Nov-2012), the mandated level of pressure measured during peak demand flow assuming reservoir level is at the BWL, is 25m minimum. The existing level for the area at the Former Mt Crawford prison is approx. 140m. s 9(2)(j)

The other two Wellington City Council reservoirs are located in Maupuia. The reservoirs appear identical, and each has a capacity of 1,136.00m³. The TWL for the reservoirs is 127.6m and the BWL is 123.80m, and the depth is 3.8m. The reservoirs were constructed in 1971. The two reservoirs currently supply the eastern suburb in accordance to the District Metering Areas (DMAs) shown on Wellington Water GIS system.

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For the location of the reservoirs, and the DMA Zones refer to Figure 2.9.



Figure 2.9 Existing Reservoirs and DMA Zones

2.4.3 Utilities

The following services connections are available onsite:

2.4.3.1 Telecommunications

Telecommunications cable and ducts are available onsite. These can be found at any depth. Multiple cables/ducts of different sizes are represented by a single line on the drawing. However, details what each line represents are also shown on the drawings. Refer to Chorus plans CN. 57-CN59 in Appendix B for the telecommunications service (cable/ducts) within the area.

A telecommunication tower also exists north of the Site. Refer to Figure 2.10.

Commented [CB14]: Maryam



Figure 2.10 Plan Showing Telecommunications Tower North of the Site

2.4.3.2 Electricity

Electricity service connections are available onsite. High and low voltage cables are in use, Public lights and overhead power lines also exist onsite. Refer to Wellington Electricity Plan for the details of existing services in Figure 2.11 below. A substation was also observed onsite in close proximity to the former Mt Crawford Prison as shown in Figure 2.12 below.

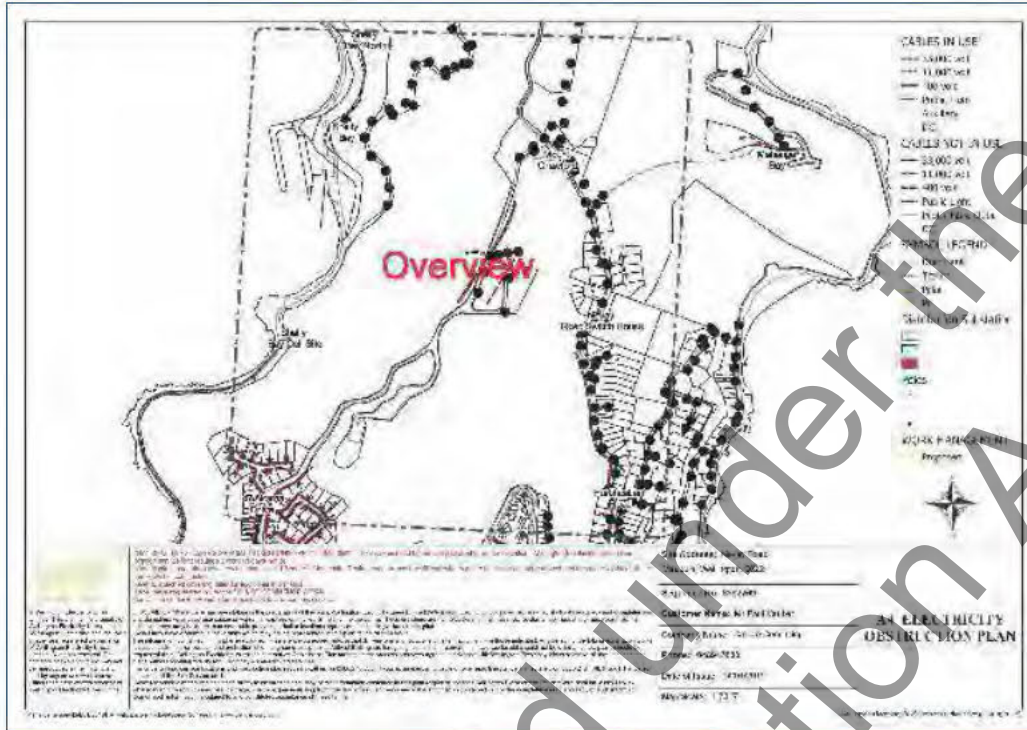


Figure 2.11 Wellington Electricity Overview



Figure 2.12 Electricity Substation

2.4.3.3 Gas

PowerCo plans for the gas service were obtained. Gas distribution main and service connections are available onsite. The location of this service is marked with magenta on Figure 2.13 shown below.



Figure 2.13 Existing Gas Services

2.4.4 Site topography

As shown in Figure 2.14 below, the site straddles a spur then slopes to the east and west relatively steeply. Heights across the Site range from as low as 60 metres to as high as 160 metres above sea level. Site 41.1 is the most flat land in the Site, particularly in the centre where the prison building sits.

There are multiple existing buildings, a car park, and some old retaining walls scattered around the Site. Refer to the ENGEO Preliminary Environmental Site Investigation (PSI) in Appendix C for more detail on these existing structures.

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The main focus of this section is to review the existing transportation network, any future upgrades and plans by Wellington City Council and identify the risks.

2.5.1 Existing Transportation Network Assessment

Page 21

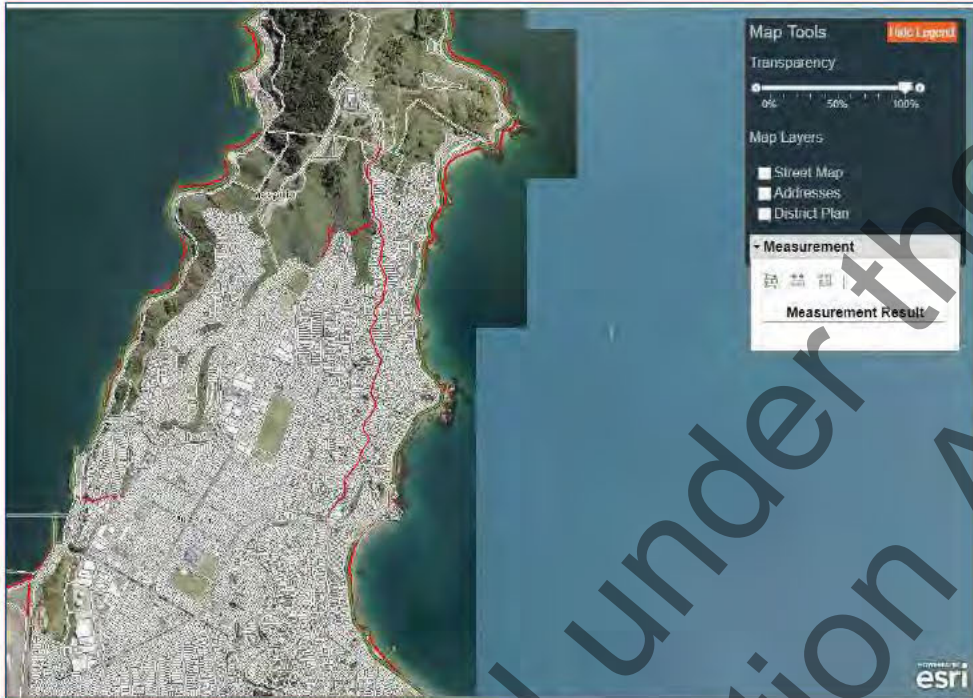


Figure 2.15 Map of Existing Road Access to Site



Figure 2.16 Photo of Nevay Road



Figure 2.17 Photo of Nevay Road

2.5.2 Existing Public Transport and Cycle-Ways

The old Mount Crawford Prison (the Site) is currently serviced by one main connector. Wellington City Public Transport Network map can be found in Figure 3.5 below, Bus route number 24 between Johnsonville and Miramar Heights serving this area at a frequency every 60 minutes (Mon-Fri) and 30 minutes at peak times, which provide quick access to the city centre. Currently there is on bus stop located on Main Road- Mount Crawford the proposed Kiwi Build development required more bus stops. It is advised consult with Greater Wellington Regional Council (GWRC) specific need of improvements to service in the area at later stage. It was observed there are no existing cycle-ways in this area. The recent studies indicates that increases in demand for the cycle-ways in the city. This should be considered later stage and discussed with GWRC with their proposed cycleway network improvements.



Figure 2.18 Existing Public Transport and Cycle-Ways

2.5.3 High Level Road Network Performance

Based on studies conducted for Shelly Bay development the majority of generated peak hour traffic to and from the site will travel towards Wellington city centre via Miramar Avenue. Due to the proximity of local amenities, schools and possible work opportunities in Miramar, there will be a portion of the development generated trips that will travel east along Miramar Avenue. The existing traffic along Miramar Avenue has a 60:40 split with 60% travelling towards Wellington city centre and 40% travelling towards Miramar in the AM peak, with the reverse in the PM peak.

In the current scenario, the existing road network surrounding the site during morning peak and evening peak hours operating at a good level of service as there is no traffic generated from the site. Miramar Avenue the primary arterial performing during morning peak and evening peak hours operating at a moderately good level of service.

2.5.4 Future Transit Network Projects

- Shelly Bay development
- Miramar Area Cycle ways

2.5.5 Future Network Requirements Assessment

From a performance perspective, the proposed development in the area is not expected to have a significant negative impact on the existing transportation network. However, there is a chances of delays once the site is developed at Maupuia Road/Miramar Avenue, Park Road/Miramar and Para Street/Miramar Avenue intersections. Further study is required to find level of service at these intersections based on traffic generated from the proposed site development.

Commented [CB16]: Sri, can you check the maps you're referencing as figure 2.18?

Commented [CB17]: Sri

The existing road Main Road-Mount Crawford is very narrow at few locations without footpaths and cycle ways. As a major connector to the existing network, Main Road-Mount Crawford, GWRC may require to upgrade with footpaths and cycle ways. Parking, both on and off street should be addressed in the site to avoid future congestion on roads.

Cycle ways requirements will need to be studied and connect to the upcoming Miramar cycle project to encourage people to use cycles rather than private cars which help to reduce delays on roads.

Public transport requirements will need to be reviewed and provide more bus stops to encourage people to use it.

2.6 Geotechnical

ENGEO has provided input on the geotechnical constraints for the Site. As a quick summary, overall the site is stable.

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Please refer to the ENGEO draft report in Appendix C for further information including an assessment on earthquake hazards.

2.7 Land Contamination

ENGEO provided a Preliminary Site Investigation (PSI) for the Site. The Site's history includes activities on the Hazardous Activities and Industries List (HAIL) s 9(2)(i). Refer to Appendix D for the full ENGEO draft PSI.

2.8 Existing Survey Information

One of the survey plans which Calibre found during our desktop study shows occupation information which looks to have been collected via topographic survey. Spencer Holmes completed a Legalisation survey in July 2017. Their reference number is 'S130795 Mt Crawford Legalisation'.


Legal survey plans in the area are a mix of old in new. The boundaries of Part Lot 4 Block XII DP 858 (Site 41.5) and the Defence land (Site 41.6) were defined on very old plans that may not have been brought into terms with modern cadastral records.

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4 Desktop Study Methods

Cal bre has searched all sources we are aware of in order to collate as much relevant information as possible about the Site. These sources include:

- WCC, GWRC, and Wellington Water GIS;
- WCC ePlan;
- WCC District Plan (the District Plan);
- Landonline for LINZ Cadastral Records;
- GRIP (a cadastral mapping application);
- High Level Legal Due Diligence – Site 41 – Former Mount Crawford Prison – 20 Main Road, Wellington (provided by HUD);
- WCC Miramar Area Cycleway – Draft Issues Paper;
- Shelley Bay Master Plan;
- Mobile Road;
- Before U Dig;
- QuickMap; and
- Regional Standard for Water Service (November 2012).

Cal bre believe in the value of doing a site wa kover to get to know a site and its potential constraints. As such, some of our team completed a visit on Friday 25th January.

Finally, we had a round table discussion as a team to compare notes on each of our team's findings.

From our research, the site visit, our discussions, and after reviewing the two draft reports ENGEO supplied us, we have been able to provide current site information in Section 2 of this report and make recommendations in Section 3.

5 Further work

Should HUD decide to proceed with development of this site Calibre would be able to assist. We have the experience and track record to lead a collaborative consulting team with HUD.



SITE 41 - FORMER MOUNT CRAWFORD PRISON

Appendix A Records of Title, Legal
Instruments, Gazette Notice, and High Level
Legal Due Diligence Document

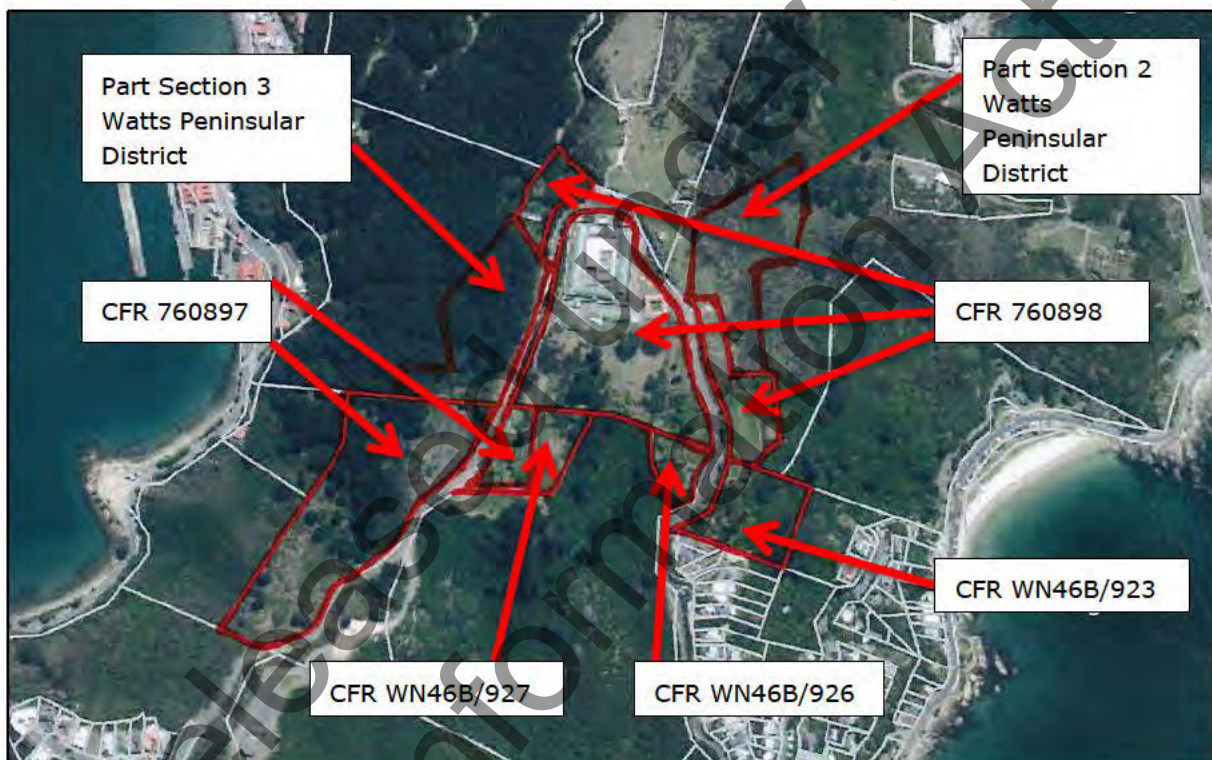
THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT

HIGH LEVEL LEGAL DUE DILIGENCE – SITE 41 – FORMER MOUNT CRAWFORD PRISON, 20 MAIN ROAD, WELLINGTON

The site is currently held in two parts:

- 1 eight parcels comprised in five computer freehold registers (*CFRs*) 760897, 760898, WN46B/923, WN46B/926 and WN46B/927 located at 6, 7, and 20 Main Road and 209 – 234 Nevay Road, Wellington (*Corrections Land*); and
- 2 two areas forming part of the two parcels currently comprised in Part Section 2 and Part Section 3 Watts Peninsular District and held pursuant to Proclamation 55, New Zealand Gazette 1886, page 694 (*Defence Land*)

as shown in red on the aerial photo below (*Site*).



Titles

The Corrections Land is held in five CFRs:

- 1 *CFR 760898* – comprising 5.2328 hectares more or less, being Sections 4 and 6-7 Survey Office Plan 477035;
- 2 *CFR 760897* – comprising 4.4182 hectares more or less, being Sections 1 and 3 Survey Office Plan 477035;
- 3 *CFR WN46B/927* – comprising 5084 square metres more or less, being Part Section 3 Watts Peninsula District;
- 4 *CFR WN46B/926* – comprising 4527 square metres more or less, being Section 1 Survey Office 24508 and Part Lot 1 Deposited Plan 4741; and

- 5 **CFR WN46B/923** – comprising 1.0901 hectares more or less, being Part Lot 4 Block XII Deposited Plan 858.

The Corrections Land has a total area of 11.7022hectares more or less.

The area of Defence Land identified in the correspondence and indicatively shown on the plan above is currently held in a Gazette Notice and a CFR has never issued for any of the area indicated. The Defence Land currently forms part of Part 2 Watts Peninsular Survey District and Part 3 Watts Peninsular Survey District, which was taken by Proclamation 55 for defence works as notified by Gazette Notice in the New Zealand Gazette 1886, page 694. s 9(2)(h)

Vendor Agency

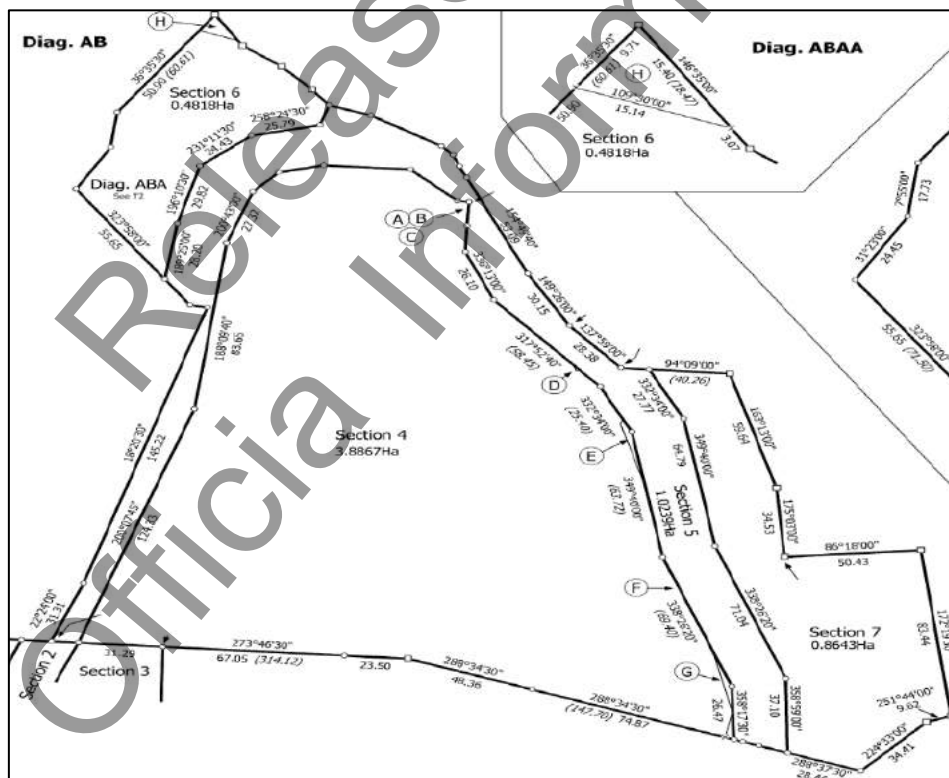
The Corrections Land is held by Her Majesty the Queen (**Crown**) for Justice Purposes. As this is the former Mt Crawford prison site, we understand the relevant vendor agency is the Department of Corrections. The Defence Land was taken by Gazette Notice for the construction of Defence Works. As a result, the Defence Land is currently held by Her Majesty the Queen for Defence Purposes. s 9(2)(h)

Interests

Corrections Land

CFR 760898

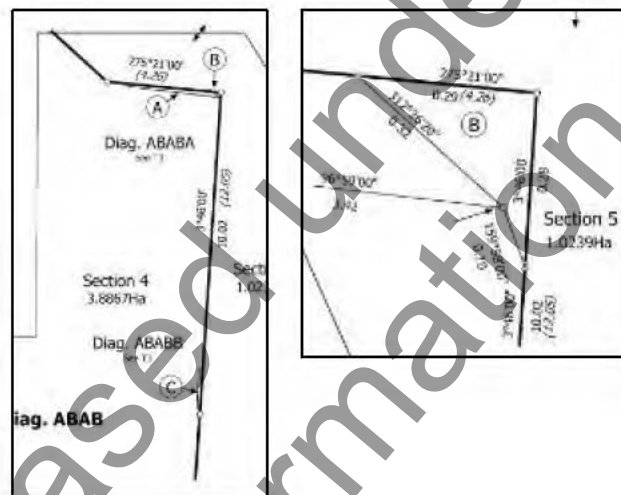
The land comprised in CFR 760898 is subject to a number of easements, with the relevant easement areas shown on the plan below.



The easement areas affecting Section 4 Survey Office Plan 477035 (which forms part of CFR 760898) s 9(2)(h)

We discuss the easements and interests in more detail below

- 1 *Transfer 5269266.3* – Section 4 on Survey Office Plan 477035 is subject to a right of way easement over the area shown as "B" (shown in more detail below), in favour of the neighbouring land (CFRs WN52C/188 and WN54D/634, owned by Chorus New Zealand Limited). Given Section 5 on Survey Office Plan 477035 has vested in Wellington City Council as road, s 9(2)(h)



- 2 *Transfer 5269266.4* – A very small area of Section 6 on Survey Office Plan 470355 is subject to a telecommunications protection corridor easement over the area shown as H, in favour of the appurtenant land (CFRs WN52C/188 and WN54D/634, owned by Chorus New Zealand Limited). s 9(2)(h)

- 3 *Easement Certificate 8555690.1* – Section 4 on Survey Office Plan 477035 is subject to a right to convey water (in gross) in favour of Wellington City Council over area B on Survey Office Plan 477035. The easement terms state that the Grantor cannot built any buildings, fences or other erections on the easement land, plant anything on the easement land or interfere with the easement facility in any way. Notably, while the land is continued to be held for justice purposes, the grantee must have consent from the Prison Manager before entering the servient land. s 9(2)(h)

- 4 *Easement Certificate 9293197.1* – Section 4 on Survey Office Plan 477035 is subject to a gas easement (in gross) in favour of PowerCo Limited, over areas A, B, D, E, F and G on SO

- _____

© 2008 The Authors

- _____



(which affects all of the titles comprising the Site and will affect the Defence Land when titles are raised for this area) in more detail below.

CFRs WN46B/923, WN46B/926 and WN46B/927

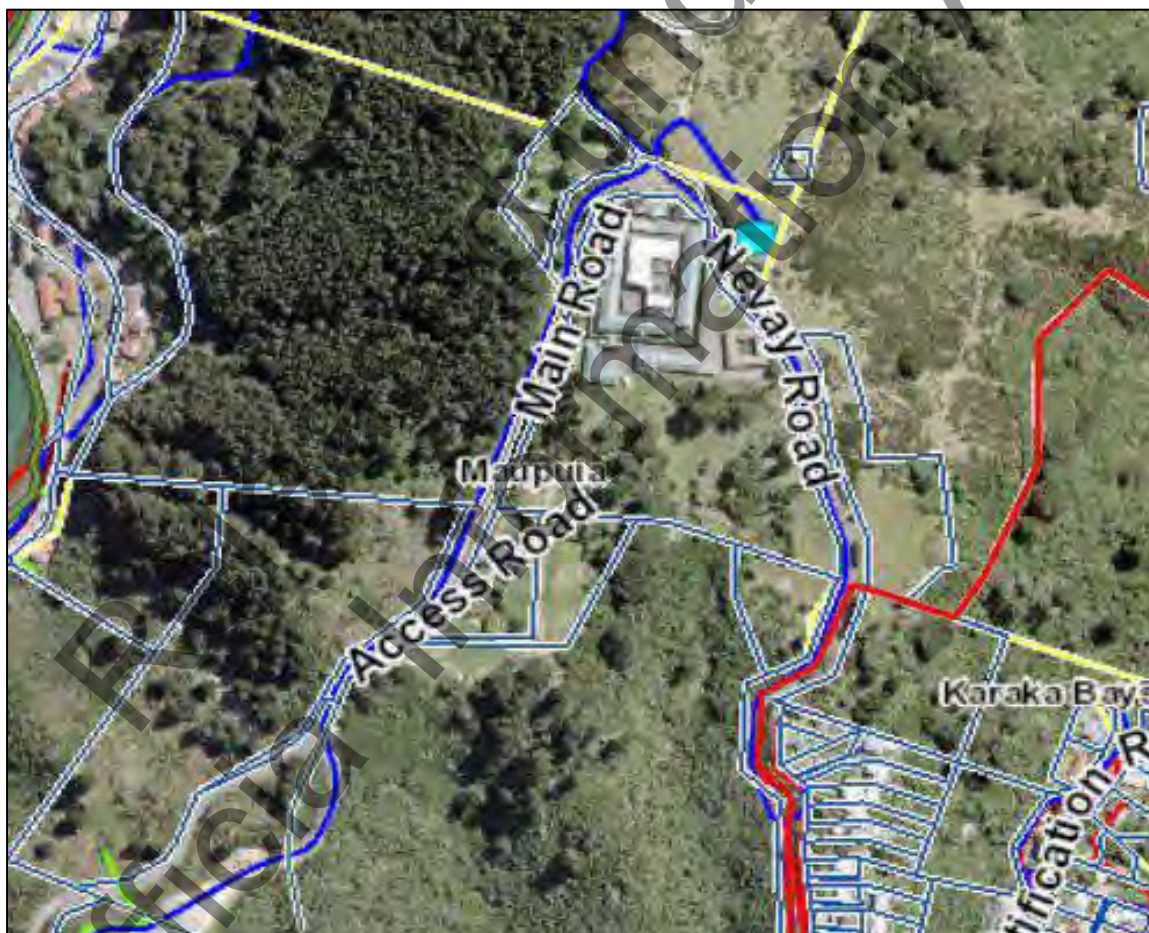
The only interest affecting these three CFRs is RFR Certificate 8302482.1 described above in relation to both CFR 760897 and CFR 760898, which notes that the site is RFR land under the PNB Act.

Defence Land

As the Defence Land is still held by the Crown pursuant to Proclamation 55 and pursuant to a Gazette Notice, there are currently no registered interests affecting the Defence Land. As noted below in the RFR section, any new CFRs raised for the Defence Land would be subject to an RFR Certificate under the PNB Act.

Occupation Risks

The aerial photos above and below show the Site s 9(2)(h)



Corrections Land

We understand that the Corrections Land has previously been used as a prison. s 9(2)(h)

s 9(2)(h)

The excerpt from WCC's GIS viewer above below shows that the Corrections Land is serviced to the boundary by water pipes, which run along Main Road and Nevay Road. There is a reservoir located to the North Eastern side of the Site. s 9(2)(h)

Defence Land

The western block of the Defence Land is heavily forested, while the eastern block appears to have sparse vegetation. As with the Corrections Land, the WCC GIS viewer indicates the presence of water pipes, but otherwise shows limited services. Given the elements discussed above, it is likely that services may be available in Main Road and Nevay Road. However, this again, may merit further investigation.

Public Works Act

s 9(2)(h)

While the Corrections Land and Defence Land are currently held for different public purposes, the PWA history of the Site s 9(2)(h). The entirety of the Site and the surrounding areas of the Miramar Peninsular were taken under the Public Works Act 1882 Amendment Act 1885 for the construction of Defence Works on 28 May 1886 by Proclamation 55 (NZGZ, 1886, page 694). Parts of the land acquired in 1886 have subsequently been set apart of Justice Purposes (the Corrections Land), while other parts have transferred to the Wellington City Council. The Defence Land represents part of the area that remains held under the original 1886 proclamation and Gazette Notice.

s 9(2)(h)

RFR

As noted above, all five CFRs comprising the Corrections Land are RFR land for the purposes of section 92 of the PNB Act.

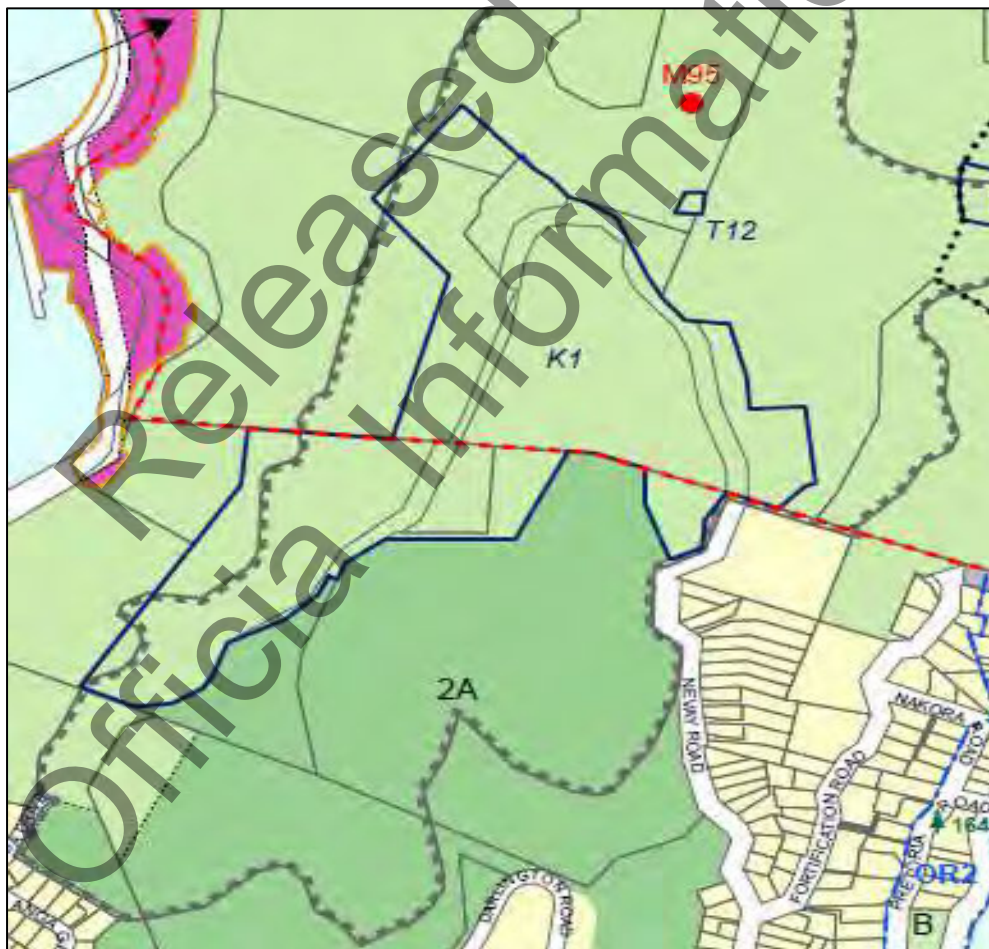
While no CFRs have currently been issued for the Defence Land, a search of the **Taranaki Whānui ki Te Upoko o Te Ika** Deed of Settlement confirms that the Defence Land will also be RFR Land when CFRs issue for the relevant areas. The excerpt below from the relevant Schedule confirms this status:

AGENCY	Property name	LEGAL DESCRIPTIONS
New Zealand Defence Force	Watts Peninsula	75.8500 hectares approximately being Part Sections 1 and 2 and Parts Section 3 Watts Peninsula District and Part Point Halswell Military Reserve. Balance Proc 55. (Subject to survey)

s 9(2)(h)

Wellington City District Plan

An excerpt from the Wellington District Plan below shows that the Site is entirely zoned as Open Space B Zone.



The Open Space B zone covers a wide range of environments from coastal habitats to mountain tops and from bush covered areas to playing fields, and includes areas that are available to the public for recreation use. Open space areas typically have few buildings. In addition to the Open Space B zoning, the Site is also identified as being in the Ridgeline and Hilltop area (the grey dashed line), where WCC's strategy is to maintain a relatively undeveloped character in these areas.

The Open Space rules provide that both the construction of new structures and buildings and subdivision are Discretionary (Unrestricted) activities for the purpose of the Wellington District Plan. However, given the policies, objectives and rules applying to the Open Space B zone and the Ridgeline and Hilltop overlay, s 9(2)(h)

The planning map also indicates that a Maori track (red dashes) intersects the Site.

Finally, the Corrections Land part of the Site is subject to Designation K1 for the former Mt Crawford (Wellington) Prison as shown below:

Design No.	Map Ref	Designation Title	Location of Site	Legal Description and Gazette	Comments/Conditions
K1	13	Justice	Wellington Prison Watts Peninsula, Wellington	Details attached as Appendix A.	No building or structures, except buildings or structures for security purposes, shall be located on the area shown hatched on the map included as Appendix A.

s 9(2)(h)

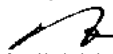
Heritage New Zealand List

A search of the online Heritage New Zealand list does not disclose any heritage listings of the site, although Fort Balaklava and the Kau Point Battery (both located to the northeast of the Site) are Category 1 Historic Places.



**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

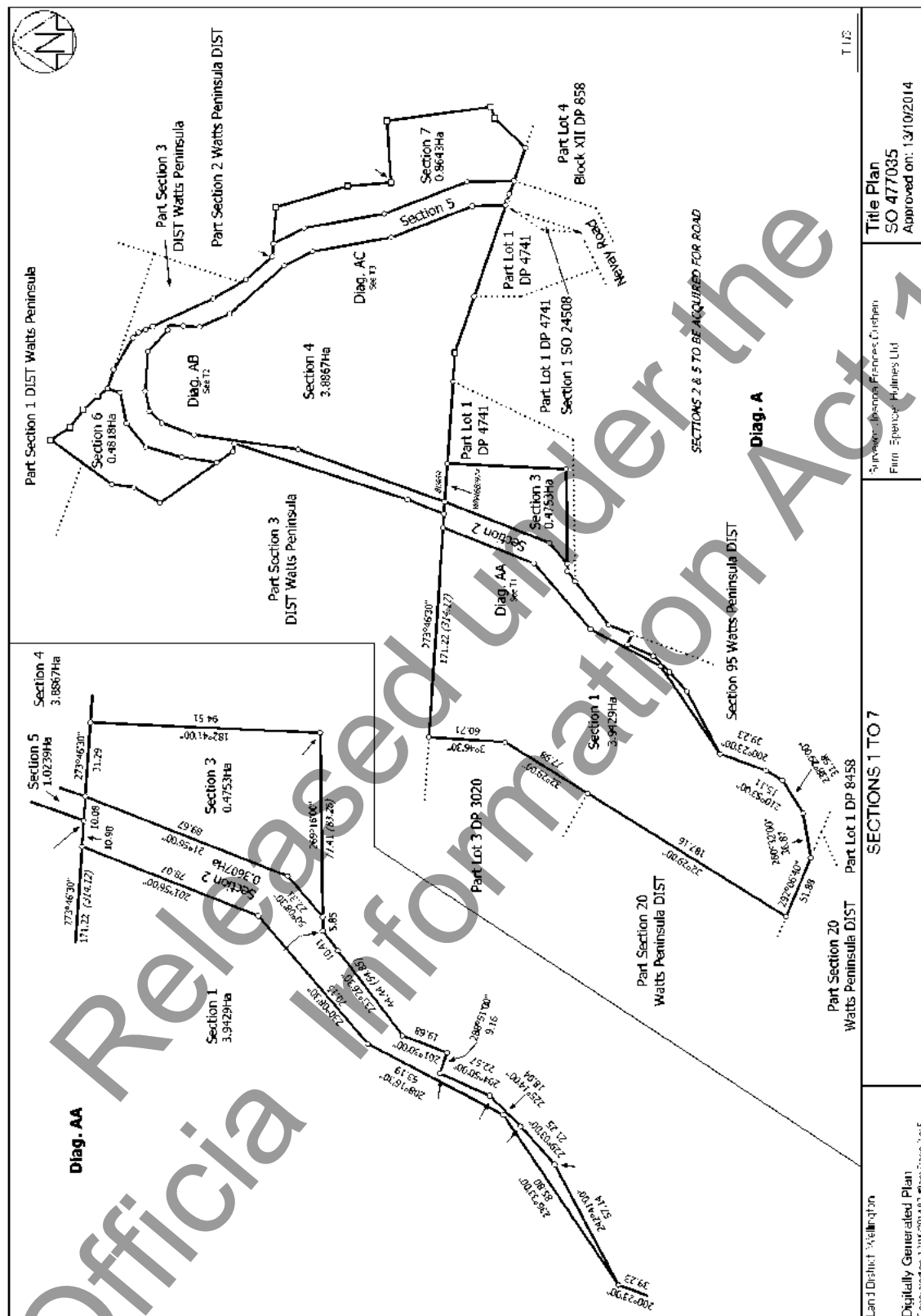
Subject to a right of way over part Section 4 on SO 477035 marked B on SO 477035 created by Transfer 5269266.3 - 1.7.2002 at 9:00 am

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 Whānui 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



Sixth Schedule**Road to be Stopped and Amalgamated**

Area m ²	Adjoining or Passing Through
6250	Section 68, Block I, Purua S.D.; shown as "Section 18" on S.O. Plan 70585.

Seventh Schedule**Severance Taken and Amalgamated**

Area m ²	Being
392	Part Section 28, Block I, Purua S.D.; shown as "Section 20" on S.O. Plan 70585.

Eighth Schedule**Severance Taken and Amalgamated**

Area m ²	Being
2421	Part Section 13S, Aponga Settlement; shown as "Section 6" on S.O. Plan 70585.

Dated at Auckland this 4th day of February 2003.

R. J. SUTHERLAND, for the Minister for Land Information.
(LINZ CPC/1998/1024)

ln985

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 right 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", "I", "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

Land Acquired for Road—34 Straven Road, Christchurch City

Pursuant to section 20 (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 that, an agreement to that effect having been entered into, the land described in the Schedule to this notice is hereby acquired for road and shall vest in the Christchurch City Council on the date of publication hereof in the *New Zealand Gazette*.

Schedule**Canterbury Land District—Christchurch City**

Area ha	Being
0.0004	Part Lot 290, D.P. 4530; shown as "Section 1" on S.O. Plan 317099.

Dated at Auckland this 7th day of February 2003.

R. J. SUTHERLAND, for the Minister for Land Information.
(LINZ CPC/2003/8764)

ln1022

Land to be Declared Road—Blue Spur Road, Westland District

Pursuant to section 114 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 road and vested in the Westland District Council.

Schedule**Westland Land District—Westland District****Land Declared as Road**

Area m ²	Being
341	Section 1, S.O. 12633 (part WS8C/289).
1034	Section 2, S.O. 12633 (part WS8C/289).

Dated at Auckland this 4th day of February 2003.

R. J. SUTHERLAND, for the Minister for Land Information.
(LINZ CPC/1998/1239)

ln919

Declaring Land Acquired for the Generation of Electricity—Ohau River Survey District, Waitaki District

Pursuant to section 20 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, R. J. Sutherland, Land Information New Zealand, declares that, an agreement to that effect having been entered into, the land described in the Schedule to this notice is hereby acquired for the generation of electricity and vests in the Crown on the date of publication of this notice in the *New Zealand Gazette*.

Schedule**Otago Land District—Waitaki District**

Area ha	Being
0.5925	Section 1, S.O. Plan 308988 (part Computer Freehold Register 6731).

Dated at Auckland this 4th day of February 2003.

R. J. SUTHERLAND, for the Minister for Land Information.
(LINZ CPC/2001/7610/A)

ln904

Land Set Apart for the Motorway Purposes—Auckland-Waiwera Motorway, Rodney District

Pursuant to section 52 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Ronald Alistair Jolly, Land Information New Zealand, declares the land described in the Schedule to this notice to be set apart for the Auckland-Waiwera Motorway and to remain vested in the Crown.



Pt Sec 1
 Proc 55

Schedule of Existing Easements			
Purpose	Shown	Servient Tenement	Created by
Right of way	H	Pt Secs 1 & 3 Watts Peninsula District (SO 25956)	T. 5269266.3
	K	Pt Secs 2 & 3 Watts Peninsula District (SO 25956)	
	J	Pt Sec 3 Watts Peninsula District (SO 25956)	
Right of way, Telecommunications	I, L	Pt Secs 1 & 3 Watts Peninsula District (SO 25956)	T. 5269266.4
Telecommunications	C, E, M, N, O	Pt Sec 3 Watts Peninsula District (SO 25956)	
Telecommunications Protection Corridor	Q	Pt Sec 1 Watts Peninsula District (SO 25956)	

Approval Approved as to Layout

Michael Francis RHYS
 General Manager Defence Force Services

Schedule of Area

Land To Be Set Apart

Shown	Area	Description
A	6.2561ha	Pt Secs 1, 2 & 3 Watts Peninsula District (SO25956) Proc 55 (Part)

Easements to be Acquired

Purpose	Shown	Area	Description
Right of way	B	1028m ²	Pt Sec 3 Watts Peninsula District (SO 25956) Proc 55
	D	590m ²	
	F	1m ²	
	J	7m ²	
	G	118m ²	
	H	18m ²	
Right of way, Tele-communications	K	2222m ²	Pt Secs 1 & 3 Watts Peninsula District (SO 25956) Proc 55
	C	221m ²	
	E	228m ²	
	I	22m ²	
	L	15m ²	
	O	42m ²	
Tele-communications	N	82m ²	Pt Sec 3 Watts Peninsula District (SO 25956) Proc 55
	P	4m ²	

All situated in Blk VII Port Nicholson SD.

Total Area: 6.2561 ha

Comprised in Proc 55 (Part)

I, Ian James Ayson of Wellington
 Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Wellington this 11th day of November 2002
 Signature: Ian James Ayson

Field Book 6479 p 1-8 Traverse Book p.
 Reference Plans GDB DP's 858, 4741, 8458, 8545, 1, 8545, 2
 SO's 18318, 18864, 23568, 24508, 25956

Examined Correct

Approved as to Survey

12/11/2002
 Deposited this day of 19.....

..... District Land Registrar

File Received 22/6/98
 Instructions: 400179

S037939

Approved LM 94/09 DOSLI FORM 015



Pt Sec 2
 Proc 55
 Approved as to the addition of existing easement Q.

Approving Surveyor: 27/11/2002

Area A now known as Section I S.O. 37939.

Approving Surveyor: 19/2/2003

Pt Sec 32
 (SO18864)

Recreation Reserve
 Gaz 1982 p380

Land To Be Set Apart & Easements To Be Acquired

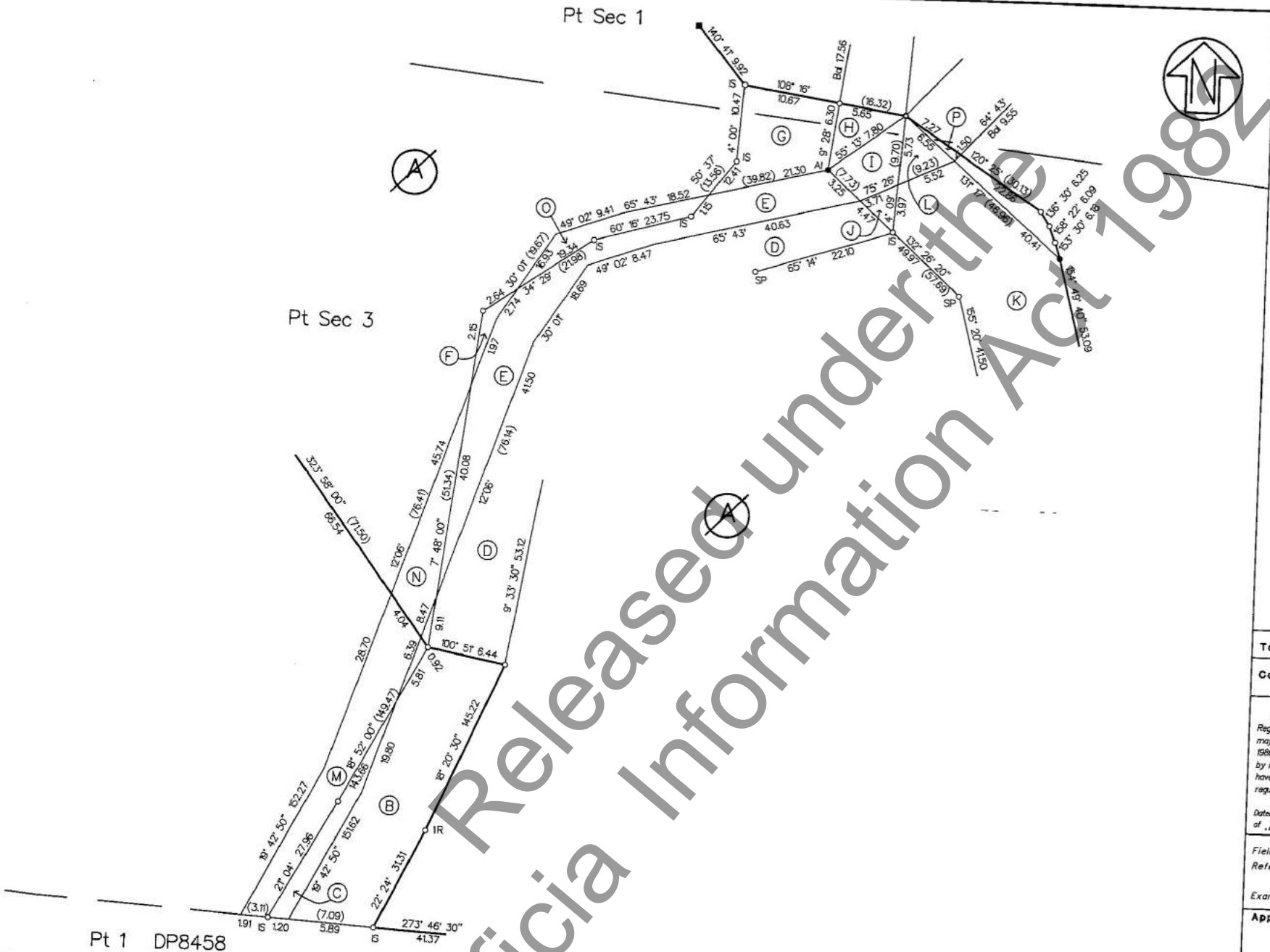
TERRITORIAL AUTHORITY: WELLINGTON CITY

Surveyed by Terralink NZ Ltd

Scale 1 : 1500

Date: March 1998

SHEET 1 OF 2



Approvals

Total Area 6.2561ha

Comprised in Proc 55 (Part)

I, Ian James Ayson of Wellington
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Wellington this 16th day of March 1998. Signature: [Signature]

Field Book 6479 p1-8 Traverse Book p.
Reference Plans SEE SHEET 1

Examined Correct

Approved as to Survey

12/11/2002 [Signature]
Deposited this day of 19.....
Approving Surveyor

..... District Land Registrar

File Received 22/4/98
Instructions: 400179

S037939

LAND DISTRICT: WELLINGTON
Survey Block & District: VII PORT NICHOLSON
NZMS 261 Sheet Record Map No.

Diagram Sheet

TERRITORIAL AUTHORITY: WELLINGTON CITY

Surveyed by Terralink NZ Ltd

Scale 1 : Not to scale

Date: March 1998

W.A. ROBERTSON, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

SHEET 2 OF 2

Approved LM 94/no. [Signature]

TRANSFER
Land Transfer Act 1952

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.

E 5269266.3 GRANT OF EASEMENT W1
CPY-81/01.PGS-012.1A/07/02.09:08



DocID: 410492326

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 Lnds 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

Purnima

Occupation

Operations

Address

Auckland

Kiran

Support Rep.

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 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.

managed and controlled by the Department of Corrections
"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.



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.



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.



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.

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;

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.



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

Transfer

Dated **19 June 2002**

Page **7** of **10** 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

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 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.

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.



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

Transfer

Dated **19 June 2002**

Page **9** of **10** Pages

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.

[Handwritten signature]

[Handwritten signature]

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 negatived.

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.



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

[Signature]
Signature

in the presence of:

WITNESS: (to both signatures)

[Signature] Christine Diana Marie Turner
Environmental Manager
Telecom New Zealand Limited

Michael Joseph Tinetti
Property Operations Manager
Telecom New Zealand Limited

[Signature]
Signature

Name: **Kurt Richard Holmes**
Occupation: **Acquisition Project Consultant**
Address: **Wellington**

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:

1. 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.
2. 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		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. 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.

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



TRANSFER

Land Transfer Act 1952

Released under the
Official Information Act 1982

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

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

E 5269266.4 GRANT OF EASEMENT HI
CDV-01/01 DCS-005 JK/A7/02.00:11



DocID: 410492334

Certificate of Title No. All or Part? Area and legal description -- Insert only when part or Stratum, CT

Proclamation 55

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 SUTHELAND

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

Purnima Kivan

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 **4** 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.



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.



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

pm 11/9 0



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:

1. 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.
2. 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		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. 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.

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



TRANSFER

Land Transfer Act 1952

Released under the
Official Information Act 1982

Law Firm Acting

Auckland District Law Society
REF: 4135 /2

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

**Certificate under s.115(1) Port Nicholson Block (Taranaki Whānui ki Te
Upoko o Te Ika) Claims Settlement Act 2009
Identifying "RFR Land" under Part 3 Sub Part 2 of that Act**

To: Registrar-General of Land
Christchurch Processing Centre

Pursuant to section 115(1) of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009, and acting on behalf of the Chief Executive Officer of Land Information New Zealand, pursuant to delegations under Section 41 of the State Sector Act 1988, I hereby certify that the land comprised in the computer register(s) listed below is "RFR land" as defined in section 92 of the Act.

And I request you, as soon as is reasonably practicable, in accordance with section 115(5) of the Act, to record on those computer register(s) that the land is RFR land and subject to Part 3 subpart 2 of the Act (which restricts disposal, including leasing, of the land).

**Schedule
Wellington Registry**

RFR 8302482.1 Right of

Cpy -- 01/03, Pgs - 003, 30/09/09, 11:32



DocID 212450585

Computer Register Identifier(s)

~~WN43B/1.~~
WN44A/241.
WN43B/185.
WN43B/186.
WN41D/189.
WN46B/923.
WN46B/926.
WN46B/924.
WN46B/927.
80469

Christchurch
Dated at Wellington this *23rd* day of *September* 2009

[Signature]
STEPHEN ROBERT GILBERT

Manager/Advisor Crown Property Clearances
acting under the delegated authority of the
Chief Executive of Land Information New Zealand

MANUAL DEALING LODGEMENT FORM

Landonline User ID: opusicldu

LODGING FIRM: Opus International Consultants

Private Individual: _____

Address: Private Bag 1913
Dunedin

ASSOCIATED FIRM: _____

Client Code / Ref: 6NLINZ.01/016YD - 1.6

Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only) WN

Plan Number Pre-Allocated or
to be Deposited: _____

Rejected Dealing Number: _____

RFR 8302482.1 Right of

Cpy - 02/03, Pgs - 003, 30/09/09, 11:32

Copies
(inc. original)

DocID 212450585

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	See Schedule	RFR	Her Majesty the Queen	60.00				60.00
2								
3								
4								
5								

Land Information New Zealand Manual Dealing
Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only).

Original Signatures? _____



Less fees paid on Dealing #

Debit my Landonline account for
(Only available for Landonline customers)

or Cash / Cheque enclosed for

(Only pay in cash if depositing in drop box at a LINZ processing centre)

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

Subtotal

\$60.00

Total for this dealing

\$60.00

\$60.00

CREDIT

SLP

MANUAL DEALING LODGEMENT FORM

Title Schedule

Landonline User ID: opusicldu

LODGING FIRM: Opus International Consultants

Private Individual:

Client Code / Ref: 6NLINZ.01/016YD - 1.6

Line Number	CT Ref
1	WN43B/1. WN44A/241. WN43B/185. WN43B/186. WN41D/189.
1	WN46B/923. WN46B/926. WN46B/924. WN46B/927. 80469
3	
4	

Line Number	CT Ref
5	
6	
7	
8	

Line Number	CT Ref
9	
10	
11	
12	

Line Number	CT Ref
13	
14	
15	
16	

Line Number	CT Ref
17	
18	
19	
20	



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

**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 to 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.



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



Affected Computer Registers **Land District**
80469 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]~~ ~~[negative]~~ ~~[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.

Form L

Annexure Schedule

Page 3 of Pages

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

3.	COVENANTS
3.1	<p>The Grantee shall be responsible for:</p> <p>(a) the installation of the Easement Facility; and</p> <p>(b) using its best endeavours to prevent the Easement Facility becoming a danger or a nuisance.</p>
3.2	<p>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.</p>
3.3	<p>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.</p>
3.4	<p>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.</p>
3.5	<p>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.</p>
3.6	<p>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.</p>
3.7	<p>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.</p>
3.8	<p>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.</p>

Form L

Annexure Schedule

Page 4 of Pages

*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.

Form L

Annexure Schedule

Page 5 of Pages

*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.

Form L

Annexure Schedule

Page 6 of Pages

*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.



Title Plan - SO 477035

Survey Number SO 477035
Surveyor Reference S130795 Mt Crawford Legalisation
Surveyor Joanna Frances Cushen
Survey Firm Spencer Holmes Ltd
Surveyor Declaration I Joanna Frances Cushen, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 10 Oct 2014 01:49 PM

Survey Details

Dataset Description SECTIONS 1 TO 7
Status Approved as to Survey
Land District Wellington
Submitted Date 10/10/2014
Survey Class Class B
Survey Approval Date 13/10/2014
Deposit Date

Territorial Authorities

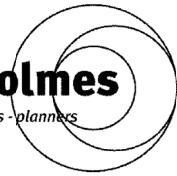
Wellington City

Comprised In

CT WN46B/924
CT 80469

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Section 2 Survey Office Plan 477035	Legalisation	0.3607 Ha	
Section 3 Survey Office Plan 477035	Fee Simple Title	0.4753 Ha	
Section 4 Survey Office Plan 477035	Fee Simple Title	3.8867 Ha	
Section 5 Survey Office Plan 477035	Legalisation	1.0239 Ha	
Section 6 Survey Office Plan 477035	Fee Simple Title	0.4818 Ha	
Section 7 Survey Office Plan 477035	Fee Simple Title	0.8643 Ha	
Area A Survey Office Plan 477035	Easement		
Area B Survey Office Plan 477035	Easement		
Area C Survey Office Plan 477035	Easement		
Area D Survey Office Plan 477035	Easement		
Area E Survey Office Plan 477035	Easement		
Area F Survey Office Plan 477035	Easement		
Area G Survey Office Plan 477035	Easement		
Area H Survey Office Plan 477035	Easement		
Section 1 Survey Office Plan 477035	Fee Simple Title	3.9429 Ha	
Total Area		11.0356 Ha	

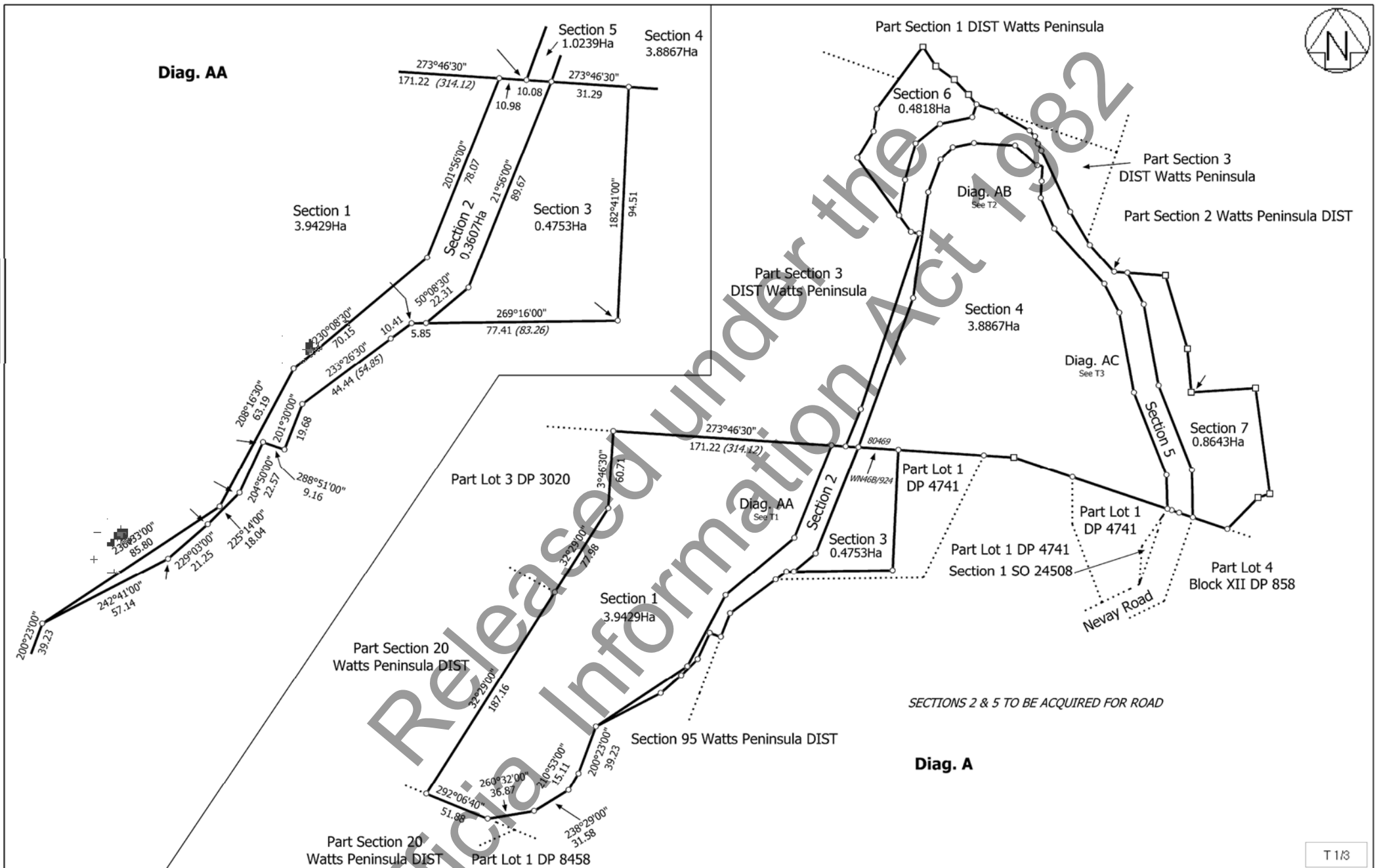
**SCHEDULE OF EXISTING EASEMENTS TO REMAIN**

Purpose	Shown	Servient Tenement	Created by
Right Of Way	B	Section 4 hereon	T 5269266.3
Telecommunication Protection Corridor	H	Section 6 hereon	T 5269266.4
Right to Convey Water (in gross)	B	Section 4 hereon	EI 8555690.1
Right to Convey Gas (in gross)	A, B, C, D, E, F & G	Section 4 hereon	EI 9293197.1

SO 477035

SCHEDULE OF EXISTING EASEMENTS

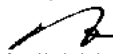
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R. W. Muir
Registrar-General
of Land

Identifier 760897
Land Registration District Wellington
Date Issued 07 October 2016

Prior References
WN46B/924

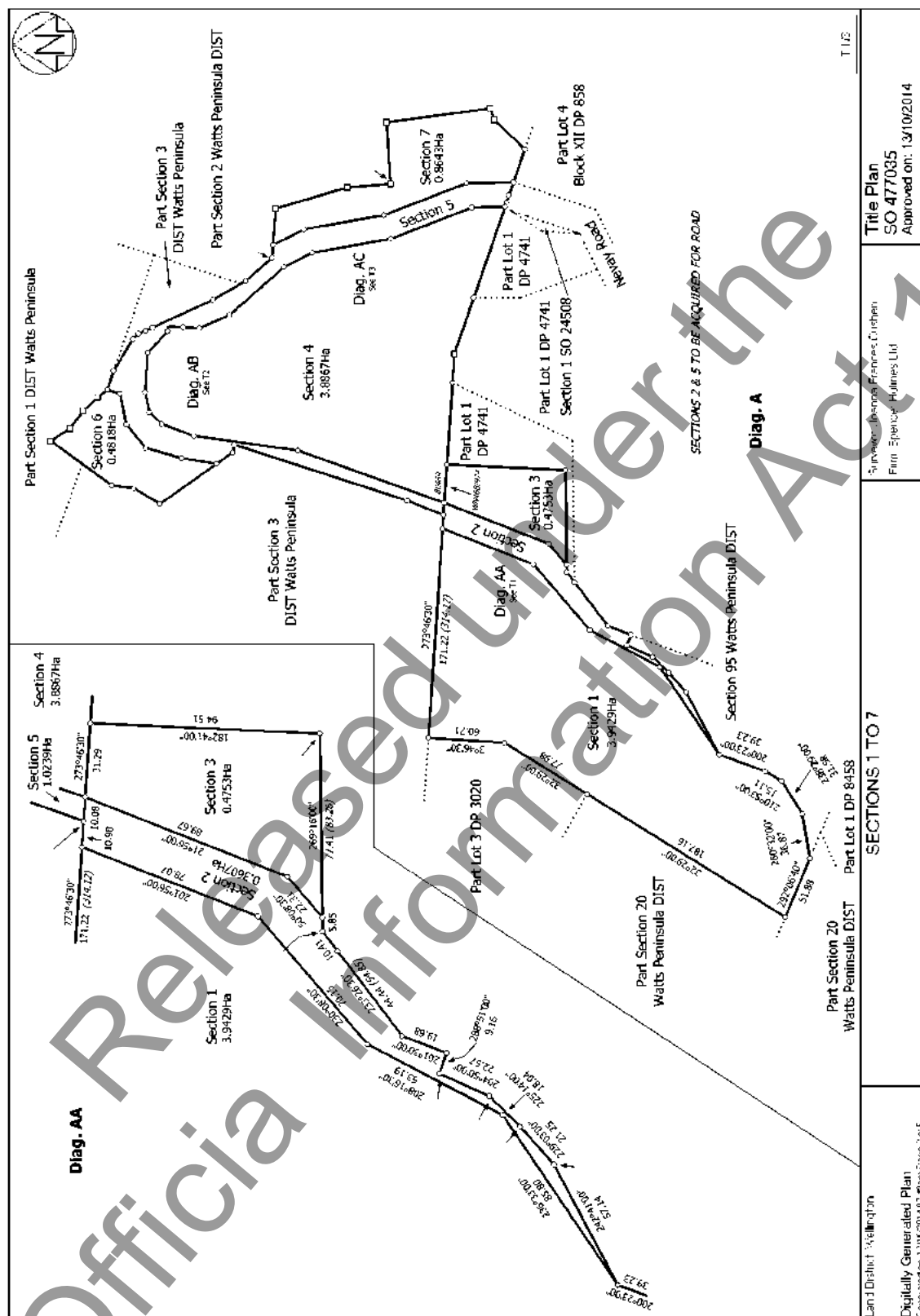
Estate	Fee Simple
Area	4.4182 hectares more or less
Legal Description	Section 1, 3 Survey Office Plan 477035
Purpose	Justice

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 Whānui 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



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 free of all

subject however to such encumbrances, liens and interests as are notified by memorandum

underwritten or endorsed hereon in all that parcel of land situated in the City of Wellington and containing 141 acres 2 roods 00.51 perches being part section 20 Waits Peninsula District and being also the balance of the land comprised and described in Certificate of Title Volume 571 folio 274 Wellington

Registry DOETH 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 the full and free right and liberty 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 AND

the transferor DOETH 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

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 :-

H. Duckworth
Town Clerk.

17311
17312

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: *Chief Engineer*

Address: *Wellington*

[Signature]

Minister of Works.

Released under the
Official Information Act 1982

REF ID: A6352

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



Image Quality due
to Condition
of Original

— Road to new Prison - Pt. Halswell —

— Scale - inches - 1/4 inch —

B
A
Y

Pt Halswell

Kau Bay

Kau Point

Mahonga Bay

Pt Garden

Scorching Bay

KARAKA
RAY

Military
Reserve

Pt Cramond

Shelly Bay

PT Section 20, Watts Peninsula
District, Block VII,
Port Nicholson S.D.

PL CT. 57/274
SEC. 20
PL SO. 22320
(Red)

R. R. SEC. 20
145-2-27
less 2-18-19
Bal. 2-08-81
By D.P. 1812 and
Ct. 66/58, 66/59
Bal. Ct. 57/274

D.P. 1812
TRUING RD.

7.10.11

411135

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

Correct for the purposes of the Land Transfer Act

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

B. F. S. L. 266
Solicitor for the Transferee

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

SURRENDERED.

Her Majesty the Queen *Transferee*

Transfer 537055 1 Surrender of the
right of way created herein appurtenant to
part 2 of Section 20 Watt Peninsula District
Balance C.T. Volume 571 folio 294
and part 1011 on DP 8458 contained
in G.N. 366013 - 25-1-1983 at 9/3am
at 10/3am

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

571/274, 387/22

the
at

8th day of January 1956
11 am o'clock

[Signature]
District
Assistant Land Registrar

of the District of

Transfer 934267
Surrender of Part of the within
District Balance C.T. Volume 571 folio 294
24-8-1972 at 10.00am
[Signature]
At 10



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UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R. W. Muir
Registrar-General
of Land

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

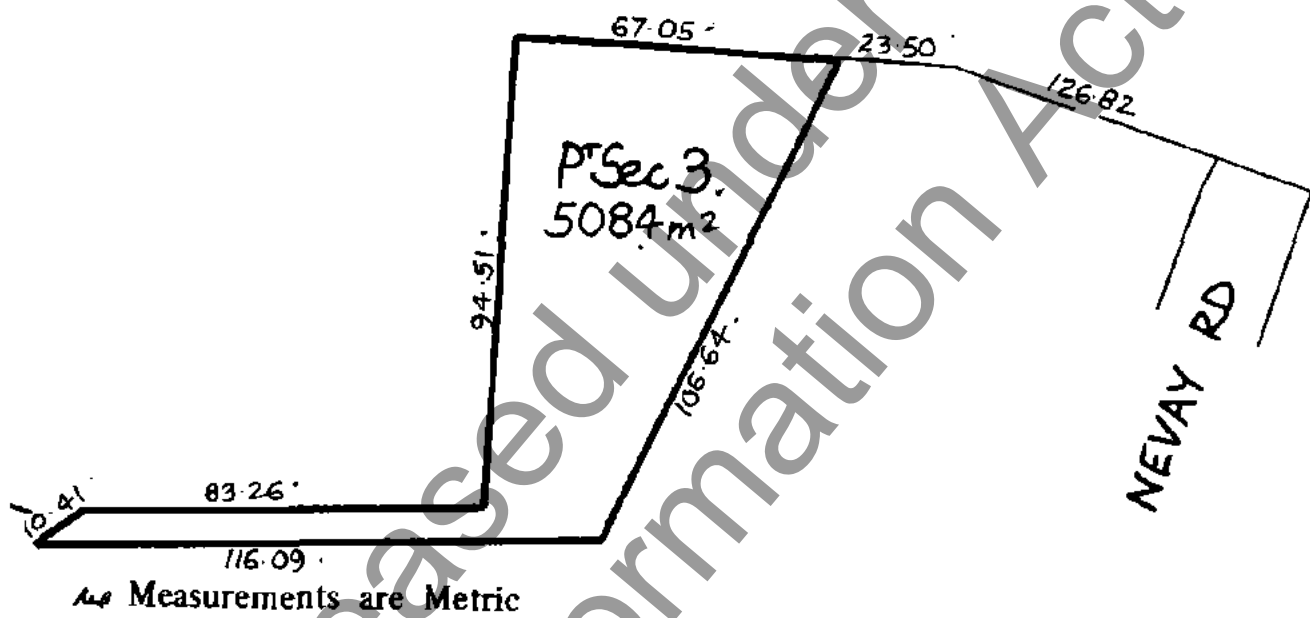
Prior References
GN B457384.1

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

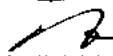
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

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

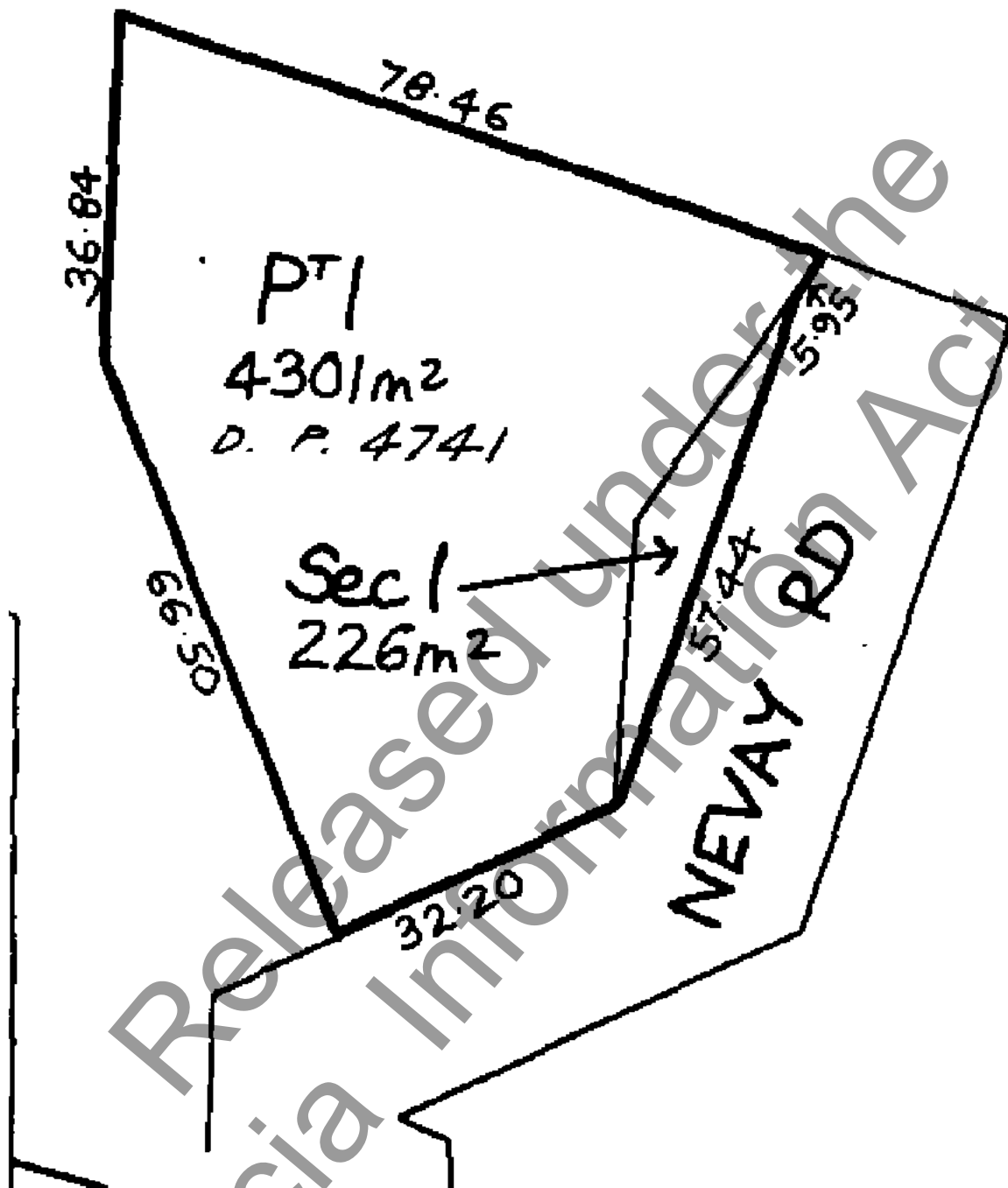
Prior References
GN B457384.1

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 Whānui 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





**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

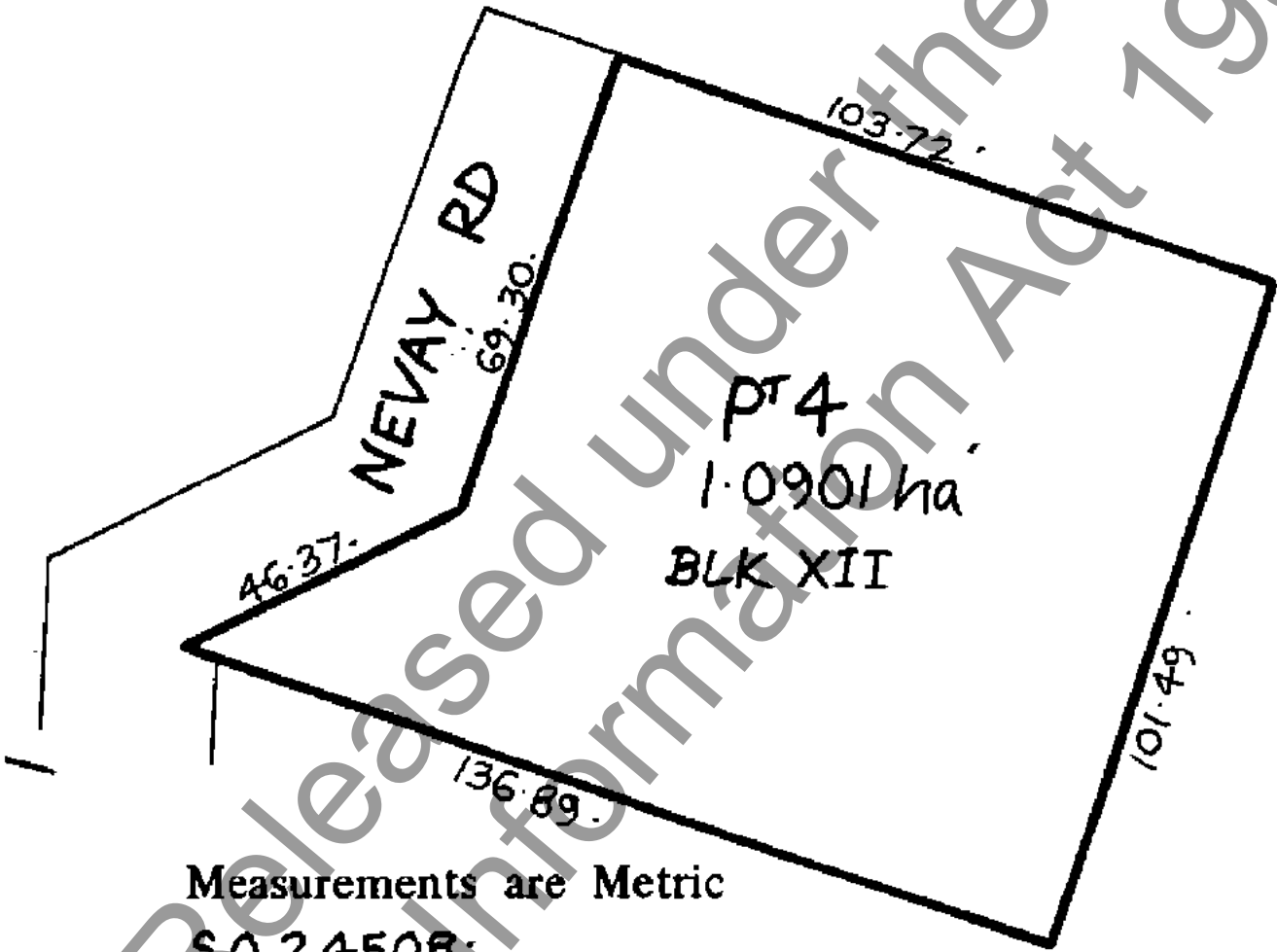
Estate	Fee Simple
Area	1.0901 hectares more or less
Legal Description	Part Lot 4 Block XII Deposited Plan 858
Purpose	Justice Purposes

Registered Owners

Her Majesty the Queen

Interests

8302482.1 Certificate pursuant to section 115(2) of the Port Nicholson Block (Taranaki Whānui 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



Measurements are Metric

SITE 41 - FORMER MOUNT CRAWFORD PRISON

Appendix B Chorus and Vodafone Plans

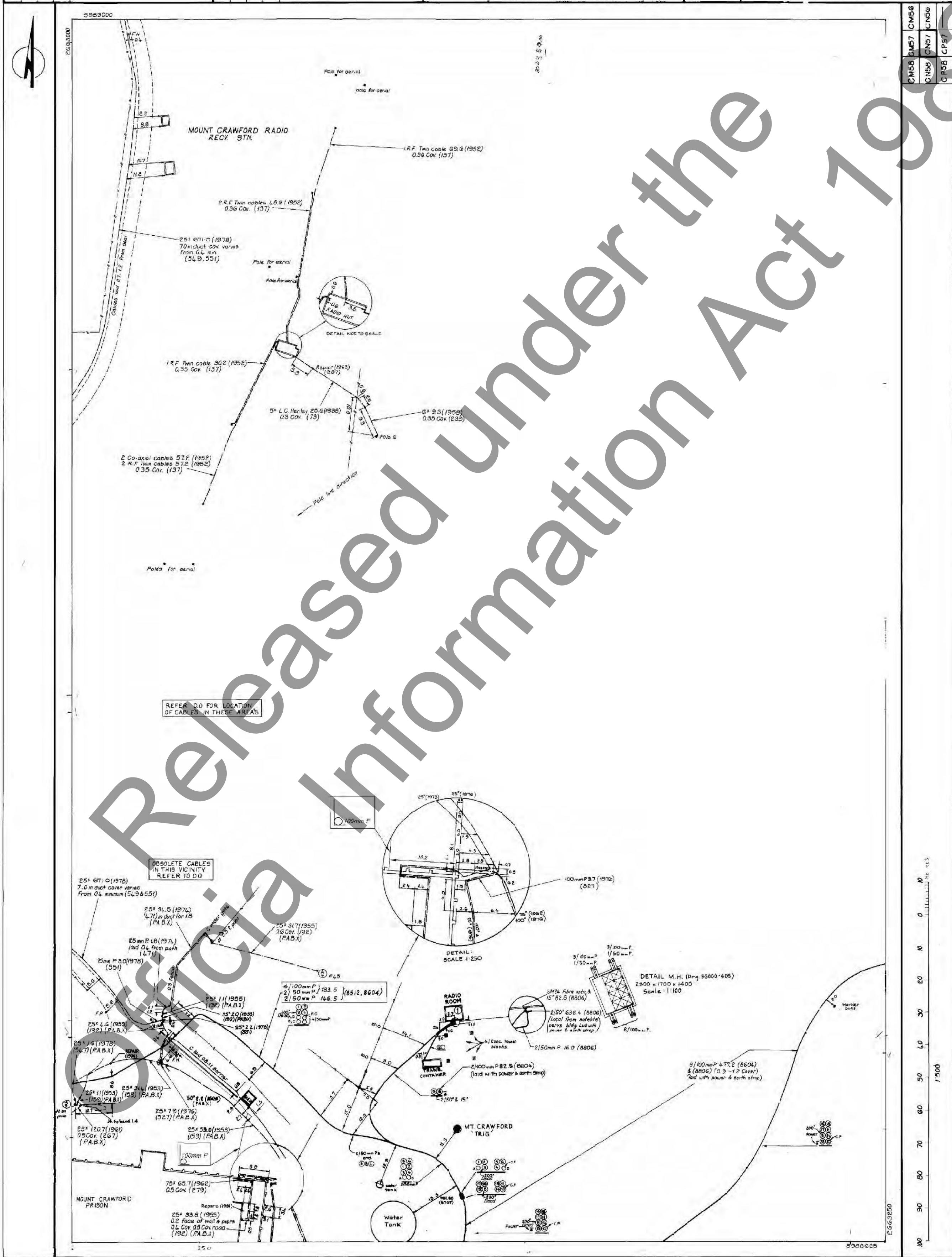
THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT

CN57

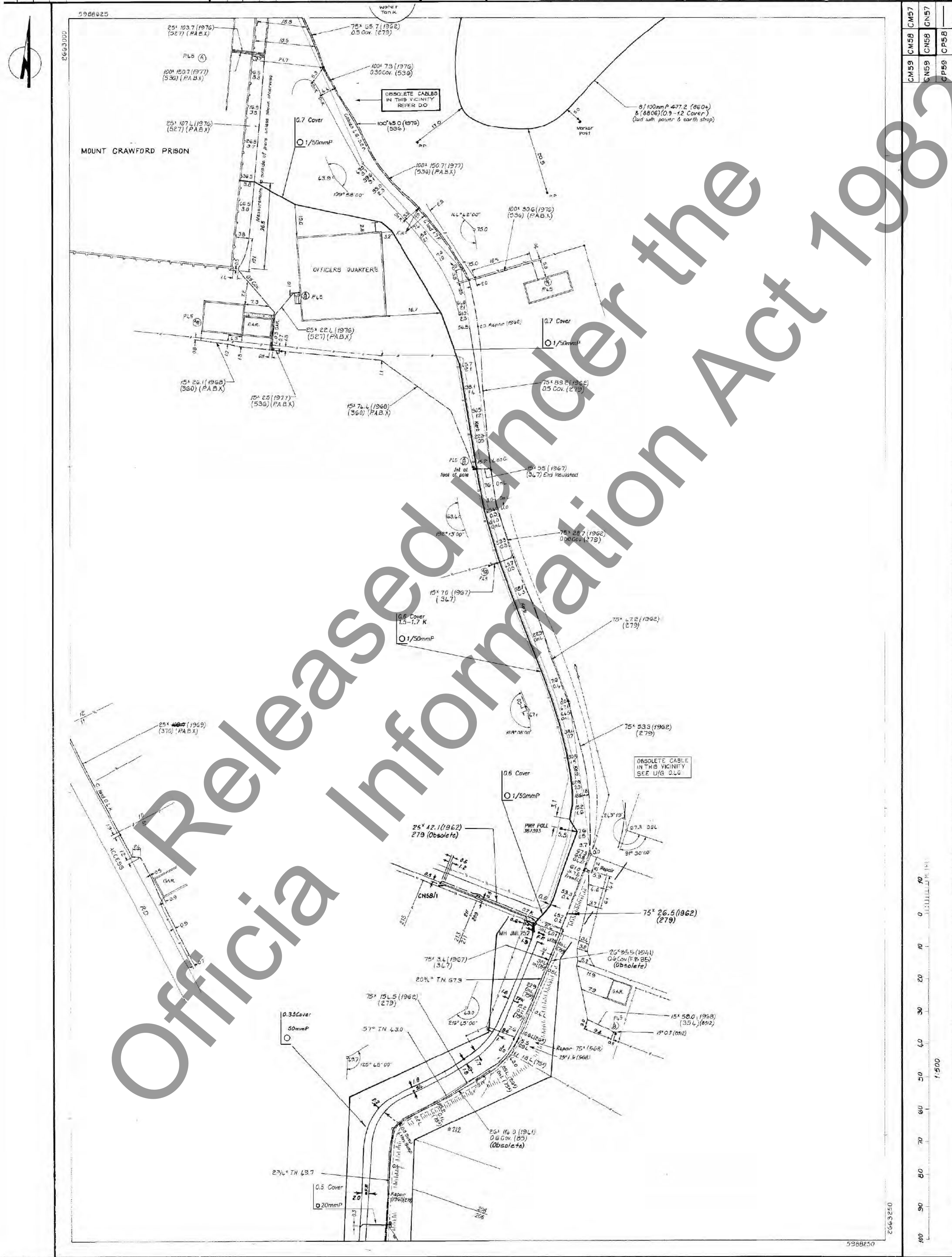
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WELLINGTON UNDERGROUND TELEPHONE CABLE SYSTEM		REGIONAL ENGINEER WELLINGTON		R27-500/053.57 WN. 40500	
CAUTION ADDITIONAL MEASUREMENTS AND SURVEY TO REASONABLE MATERIAL COVER OF INSTALLATION WAS ROADWAY 1.0m FOOTWAY 0.75m. UNLESS SHOWN OTHERWISE POLE COVER MAY HAVE CHANGED AND MUST BE CHECKED ON SITE		CN.57			
ORIGINAL SCALE 1:500		A1			



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AG	UNDERGROUND FIBRE-CABLE SYSTEM		
AG	CAUTION		
AG	ORIGNAL SCALE 500 A1		CN. 58



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Official Release under the Information Act 1983

DARLINGTON RD

NEVAY RD

FORIFICATION

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vodafone



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Official Information Act 1982

25/1/2019 TupuloS TOP

Nevay Road

4

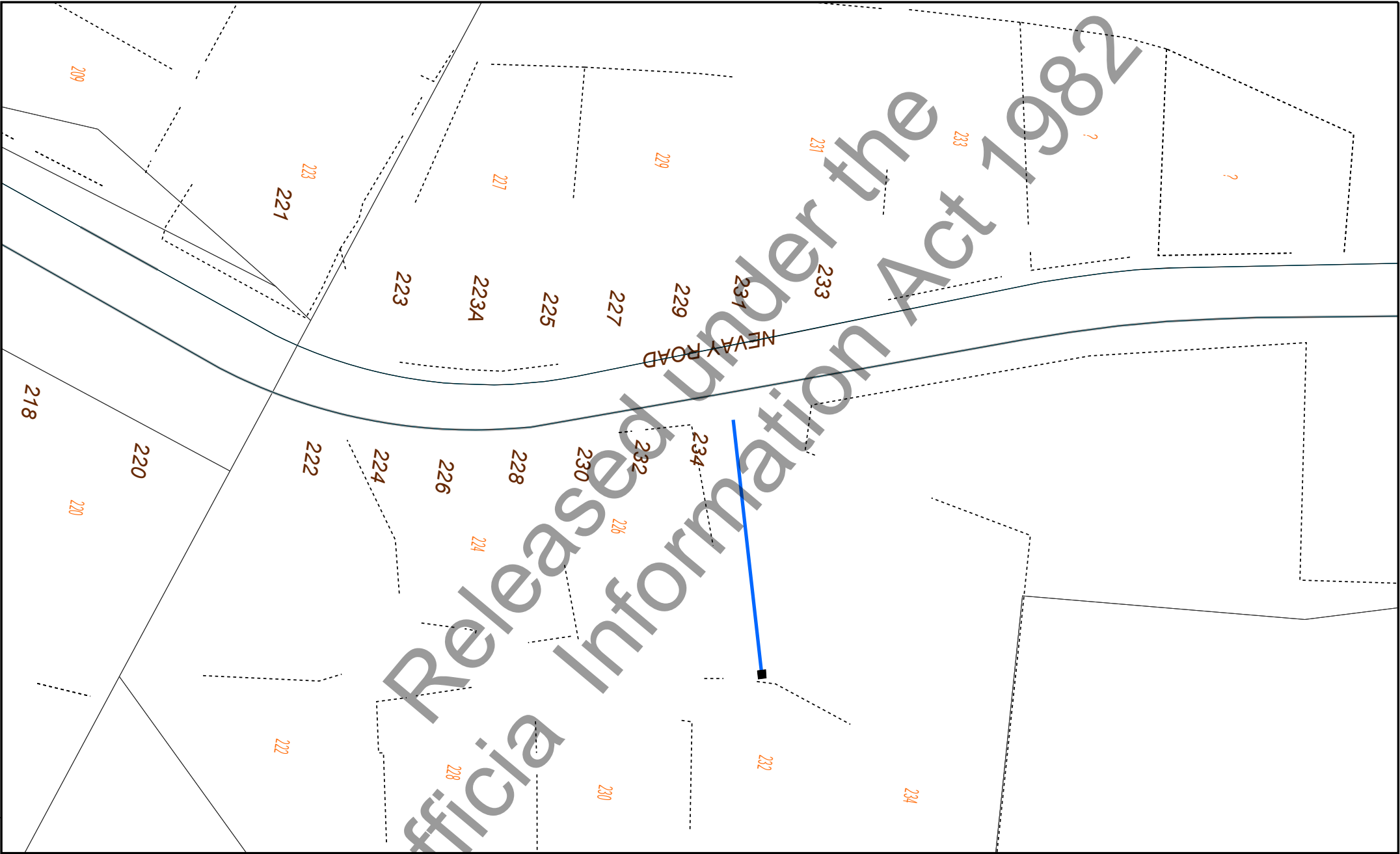
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Nevay Road

5

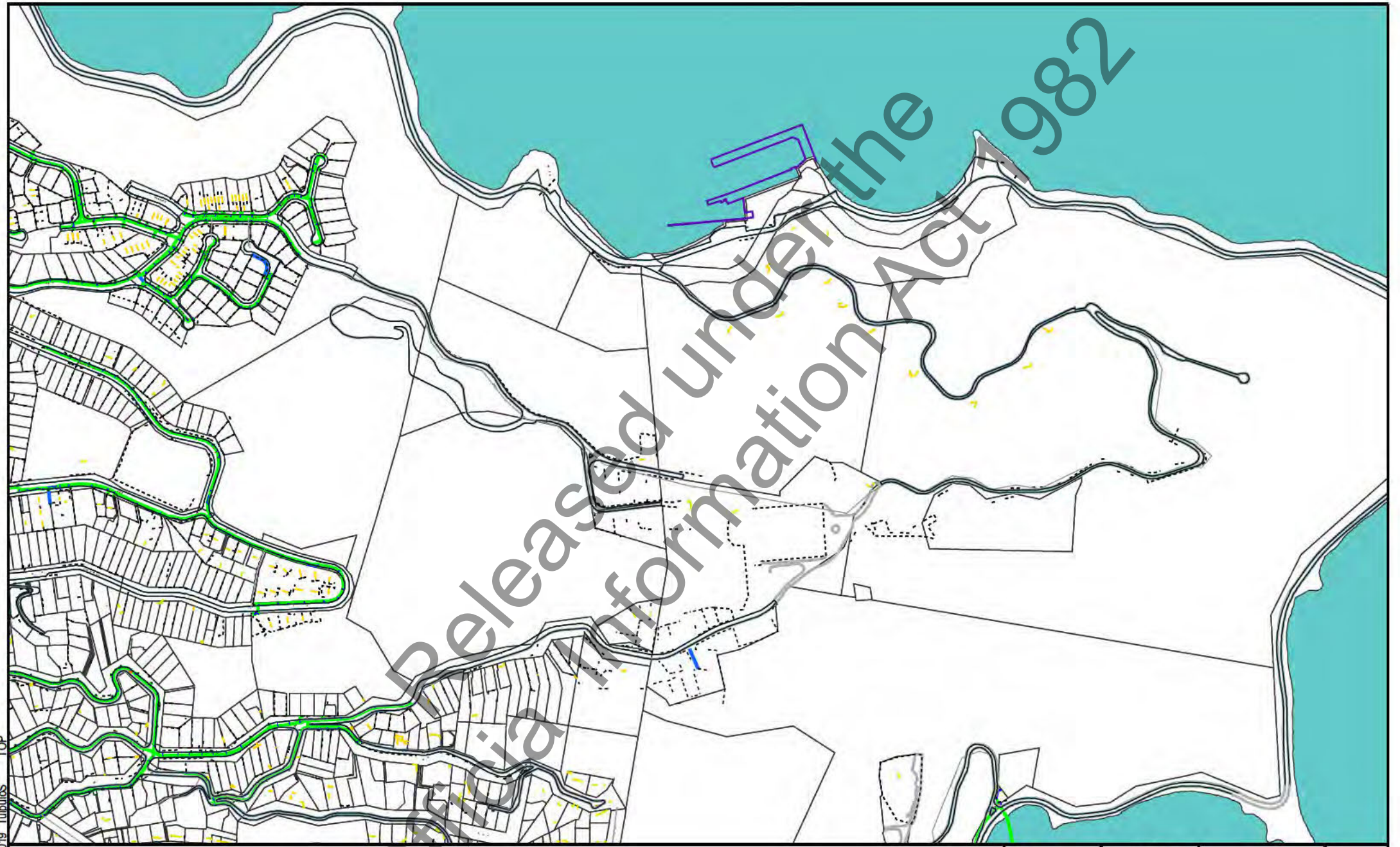
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vodafone



25/1/2019 TupuloS TOP



Nevay Road

OVERVIEW

DATE
25/1/2019

SCALE
1:7000

vodafone



SITE 41 - FORMER MOUNT CRAWFORD PRISON

Appendix C ENGEO Geotechnical Desktop
Study - Draft

THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT



DRAFT Preliminary Environmental Site Investigation

Main Road
Maupuia
Wellington

Submitted to:

The Ministry of Business, Innovation & Employment
C/- Calibre Consulting Ltd
Lvl 13 Kordia House
109 - 125 Willis Street, Wellington 6011

ENGEO Limited

Plimmer Towers, Level 18, 2-6 Gilmer Terrace,
Wellington 6011, New Zealand
PO Box 25 047, Wellington 6140, New Zealand
Tel +64 4 472 0820 Fax +64 4 974 5266
www.engeo.co.nz

25.01.2019
15784.000.000_02



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Table 2: Site Information

Table 3: Site Setting

Table 4: Geology and Hydrogeology

Table 5: SLUR Summary

Table 6: Historical Aerial Photography Summary

Table 7: Current Site Conditions

Table 8: Conceptual Site Model

Figures

Figure 1: Site Plan

Appendices

Appendix 1: Wellington Council Site Contamination Enquiry

Appendix 2: Historical Aerial Photographs

Appendix 3: Site Walkover Photographs

Appendix 4: Areas Of Concern

ENGEO Document Control:

Report Title	Preliminary Environmental Site Investigation - Main Road, Maupuia			
Project No.	15784.000.000	Doc ID	02	
Client	The Ministry of Business, Innovation & Employment	Client Contact	Mr Brett Gawn	
Distribution (PDF)	Mr Brett Gawn, Calibre			
Date	Revision Details/Status	WP	Author	Reviewer
25/01/2019	DRAFT		SF	KJ

1 Introduction

ENGEO Ltd was requested by The Ministry of Business, Innovation & Employment to undertake a preliminary environmental site investigation (PSI) of the property (herein referred to as 'the site') at Main Road, Maupuia, Wellington. This work has been carried out in accordance with our signed agreement dated 1 November 2018.

The purpose of the assessment was to provide a due diligence environmental desktop studies of the site in order to provide an understanding of the potential development constraints and environmental risks.

This investigation has been undertaken to satisfy the requirements of the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011, herein referred to as the "NES" (NES, 2011) and was undertaken in general accordance with the Ministry for the Environment (MfE) *Contaminated Land Management Guidelines No.1: Reporting on Contaminated Sites in New Zealand* (MfE, 2011a).

1.1 Objective of the Assessment

The objective of this investigation was to evaluate and identify conditions indicative of releases and threatened releases of hazardous substances at, or to the subject property, and report on the associated potential risk posed to future site users.

1.2 Approach

To satisfy the above objective, ENGEO sought to gather information regarding the following:

- Current and past property uses and occupancies;
- Current and past uses of hazardous substances;
- Waste management and disposal activities that could have caused a release or threatened release of hazardous substances;
- Current and past corrective actions and response activities to address past and on-going releases of hazardous substances at the subject property; and
- Properties adjoining or located near the subject property that have environmental conditions that could have resulted in conditions indicative of releases or threatened releases of hazardous substances to the subject property.

2 Site Description

Site information is summaries in Tables 1, 2 and 3, Figure 1 shows a site plan with approximate boundaries of proposed lots.

Table 1: Individual Lot Summary

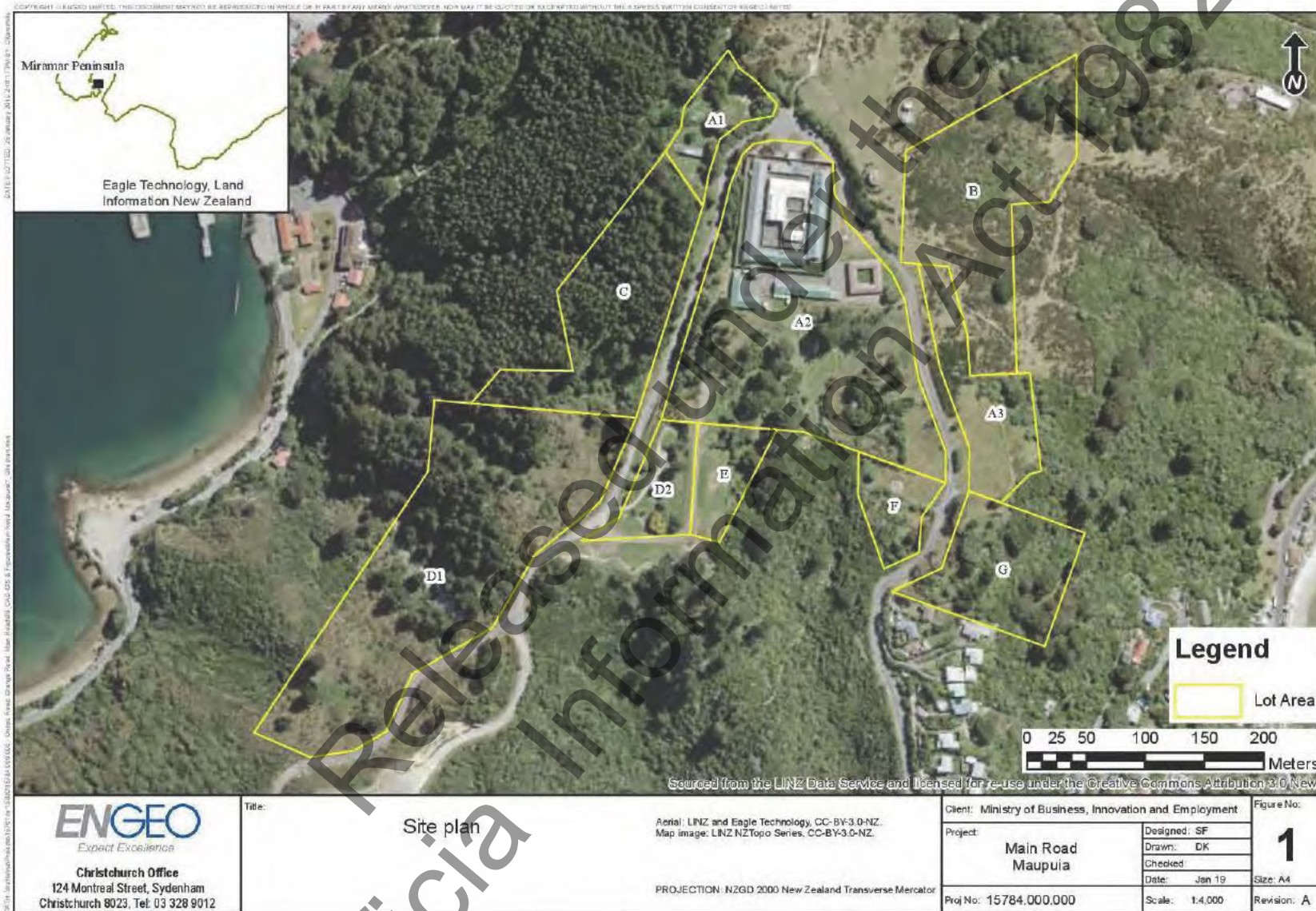
ENGEO Identifier / Lot Name	CRF Registration / Parcel ID	Legal Description (As per GWRC GIS Database)	Approximate size (m ²)
Lot A1	760898	Section 7 SO 477035 id: 7550274	4,800
Lot A2	760898	Section 4 SO 477035 id: 7550271	39,000
Lot A3	760898	Section 6 SO 477035 Id: 7550273	8,600
Lot B	6597396	Pt Sec 2 Watts Peninsula District	21,500
Lot C	6597394	Pt Sec 3 DISTRICT Watts Peninsula	21,000
Lot D1	760897	Sec 1 SO 477035	38,900
Lot D2	760897	Sec 3 SO 477035	4,800
Lot E	WN46B/927	PT LOT 1 DP 4741 - WELLINGTON PRISON	4,500
Lot F	WN46B/926	SEC 1 SO 24508 PT LOT 1 DP 4741 - WELLINGTON PRISON - SUBJ TO ESMT DP 455321	4,200
Lot G	WN46B/923	PT LOT 4 BLK XII DP 858 - WELLINGTON PRISON	11,100

Table 2: Site Information

Item	Description
Location	Main Road, Maupuia, Wellington
Current Land Use	Recreational, agricultural and commercial
Proposed Land Use	Residential
Site Area	Approximately 14.73 ha
Regional Authority	Greater Wellington Regional Council

Table 3: Site Setting

Item	Description
Topography	The site straddles a spur where the spur flanks slope to the east and west with areas of the site as low as 60 m to as high as 160 m above sea level. Both the east and west sections of the site slope relatively steeply while the northern and southern (along the spur) slope gently in their respective directions.
Local Setting	<p>The site is located at the highest point of the Miramar Peninsula in a relatively undeveloped area of land. The surrounding land use is as follows.</p> <p>North: Relatively undeveloped recreational/rural land</p> <p>East: Relatively undeveloped recreations/ rural land, with Scorching Bay domain and small amounts of residential development further on.</p> <p>South: Recreational land (Centennial Reserve) immediately adjacent to the site with residential development further on.</p> <p>West: Recreational land (Carter Park) and forested military owned land directly east, beyond this is a port development in located in Shelly Bay.</p>
Nearest Surface Water & Use	<p>The site is bounded on three sides by Wellington Harbour.</p> <p>Approximately 140 metres to the west of the site is Shelly Bay;</p> <p>Approximately 270 metres to the east of the site is Scorching Bay; and,</p> <p>Approximately 650 metres to the north of the site is Kau Bay;</p>



2.1 Geology and Hydrogeology

The documented geology and hydrogeology of the site and surrounding area is summarised in Table 4

Table 4: Geology and Hydrogeology

Item	Description
Geology (GNS, 2001)	The site is underlain by Triassic age Torlesse Supergroup, Rakaia terrane, grey sandstone-mudstone sequences and poorly bedded sandstone (Greywacke) and siltstone / mudstone (Argillite) sequences.
Hydrogeology	Any ground water present is likely to flow downslope to the East or West of the site.
Groundwater Abstractions	GWRC GIS systems record no ground water abstractions within 500 m of the site. During ENGEO's site walk over a large water retention tank was identified within 50 m of the site boundaries.
Discharge Consents	There are no discharge consents located within the indicated boundaries of the site or within 100 m of the site boundaries.

2.2 Groundwater and Surface Water Sensitivity

Due to the relatively undeveloped nature of the area no known boreholes or piezometer stations have been installed near the site. As such no indication can be provided as to the depth of groundwater below the site nor to the vulnerability of water at depth.

Near surface water is restricted to harbour water surrounding the peninsular on which the site is located, this sensitive water body is however located more than 100 m away from the proposed site boundary.

3 Site History

ENGEO reviewed available environmental and geological information relevant to the site, including geological maps, historical aerial photographs and GIS records held on relevant governing body websites. Certificates of title and historical archives relevant to the site were requested during ENGEO's investigation but were not made available for review at the time of issuing this report. When these documents are made available ENGEO will review and update this report outlining the findings and implications (if any).

Based on the information available at the time of investigation portions of the site are understood to have been used in for military purposes, specifically the use and storage of explosives and ordinance, agricultural and horticultural activities, residential developments, forestry activities and currently has an active prison installation present (Wellington Prison).

3.1 Interview with Site Occupants

No client representative was available at the time of investigation.

3.2 Selected Land Use Register (SLUR)

The Greater Wellington Regional Council (GWRC) maintains a Selected Land Use Register (SLUR) of past and current land uses within the greater Wellington Region. The SLUR records sites that have or have had a hazardous activity or land use conducted according to the MfE Hazardous Activities and Industries List (HAIL). Sites that are recorded as currently or previously having had an activity on the HAIL trigger the requirement for a contaminated land investigation prior to development. The GWRC SLUR is a web based GIS layer and was viewed 23 January 2019 for the site and neighbouring sites (within 100m radius). Relevant information has been included in Table 5.

Table 5: SLUR Summary

Identifier	Period From	Period To	Hail Activity (s)	Distance to site	SLUR Category
On-Site					
SN/05/059/02 Part Section 3 Watts Peninsular District	Unknown	Site decommissioned in 1995	Explosives and ordnances production, storage and use, Chemical manufacture application and bulk storage. Explosive or ordnance production, maintenance, dismantling, disposal, bulk storage or re- packaging. Storage tanks or drums for fuel, chemicals or liquid waste.	N/A	Verified History of Hazardous Activity or Industry
Off-Site					
SN/05/059/02 Part Lot 3 Deposited Plan	Unknown	Site decommissioned in 1995	Explosives and ordnances production, storage and use, Chemical manufacture application and bulk storage. Explosive or ordnance production, maintenance, dismantling, disposal, bulk storage or re- packaging. Storage tanks or drums for fuel, chemicals or liquid waste.	Directly adjacent South West corner of site	Verified History of Hazardous Activity or Industry

Identifier	Period From	Period To	Hail Activity (s)	Distance to site	SLUR Category
SN/05/059/02 Lot 1 Deposited Plan 85449	Post 1980	Unknown	Chemical manufacture, application and bulk storage. Storage tanks or drums for fuel, chemicals or liquid waste.	Approximately 100 m from the eastern edge of the site.	Verified History of Hazardous Activity or Industry

Additional information requests were made to GWRC SLUR, received documentation was reviewed and has been attached in Appendix 1. s 9(2)(j)

Additionally, SLUR records approximate locations for munitions stores, rifle ranges, fuel supply areas, shipways, paint stores, none of which appear to be within the boundaries of the site.

3.3 Historical Aerial Photography Review

Aerial photographs dating from 1938 to 2019 have been reviewed and are included in Appendix 2 (Figures 2A – 2P, please note boundaries of proposed lots are an approximation only) for reference. The aerials were sourced from Retrolens and Google Earth Pro. Relevant visible features on the site and surrounding area are summarised in Table 6.

Table 6: Historical Aerial Photography Summary

Date	Description
1938	s 9(2)(j)

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Date	Description
2002	No significant changes to the site can be observed since the 2000 photograph
2004	No significant changes to the site can be observed since the 2002 photograph
2009	No significant changes to the site can be observed since the 2004 photograph
2010	No significant changes to the site can be observed since the 2010 photograph
2013	No significant changes to the site can be observed since the 2010 photograph.
2018	No significant changes to the site can be observed since the 2013 photograph.

s 9(2)(j)

4 Site Walkover

A site walkover was completed on 23 January 2019 by an ENGEO environmental scientist. Observations of activities and conditions present at the site are summarised in Table 7. ENGEO did not conduct an interview with current site owners during the walkover, additionally the prison compound within Lot A2 was inaccessible at this time.

Access to the site is gained from Main Road on the western slope of the peninsular and Nevay Road on the eastern slope of the peninsular, both of which converge at Wellington Prison. One additional road is present on the site (Access Road) which runs along the boundary of Lot D2.

Structures which exist on site consist of Wellington Prison facility (Lot A2, central and north western portions of the site) with four additional structures on the southern edge of the compound. These structures appear to be concrete, brick and timber based, access within these buildings for closer inspection was not available during ENGEO's site walk over. A hardstand carpark is located at the entrance to the prison facility on the northern side.

A small breeze block nursery is still present on site within the area designated as Lot A1, the area surrounding this structure appears to be used as a community garden, or of a similar nature.

s 9(2)(j)

Sections of land identified as Lot D2 and E off Access Road, as well as Lot F, the southern portion of Lot A3 and the south eastern portion of Lot A2 have s 9(2)(j)

sites identified as having residential development in the historic aerial photography.

Photographs taken during the site visit are included in Appendix 3.

Table 7: Current Site Conditions

Site Conditions	Comments
Surface water appearance	No surface water present on site at the time of investigation.
Current Surrounding Land Use	North: Agricultural / Farming; East: Agricultural / Farming and recreational; South: Recreational; West: Recreational / Forestry.
Local sensitive environments	Wellington Harbour surrounds the site on the North, East and West.
Visible signs of plant stress	No visible signs of plant stress observed.
Ground Cover	Forestry, shrub and grass cover are present over the majority of the site.
Potential for On - Or - Off - Site Migration of Contaminants	
Visible signs of contamination	Potentially asbestos containing material (PACM) observed as claddings and attachment to prison buildings. Building material debris and remains observed on access road and in areas around the site.
Additional Comments	No additional comments.

5 Potential HAIL Activities

Activities included on the MfE Hazardous Activities and Industries List (HAIL) (MfE, 2011b) trigger the requirement for an intrusive detailed site investigation (DSI) prior to redevelopment. Based on the information reviewed as part of this PSI, the following activities listed on the HAIL may have been historically and/or are currently present at the site:

- HAIL Activity A8 – *Livestock dip or spray race operations;*
- HAIL Activity A10 – *Persistent pesticide bulk storage or use including sport turfs, market gardens, orchards, glass houses or spray sheds;*

- HAIL Activity A17 – *Storage tanks or drums for fuel, chemicals or liquid waste;*
- HAIL Activity C1 - *Explosive or ordinance production, maintenance, dismantling, disposal, bulk storage or pre-packaging;*
- HAIL Activity C2 -*Gun clubs or rifle ranges, including clay targets clubs that use lead munitions outdoors; and*
- HAIL Activity C3 - *Training areas set aside exclusively or primarily for the detonation of explosive ammunition; and*
- HAIL Activity E1 - *Asbestos products manufacture or disposal including sites with building containing asbestos products known to be in a deteriorated condition (E1)' are on the HAIL*

6 Conceptual Site Model

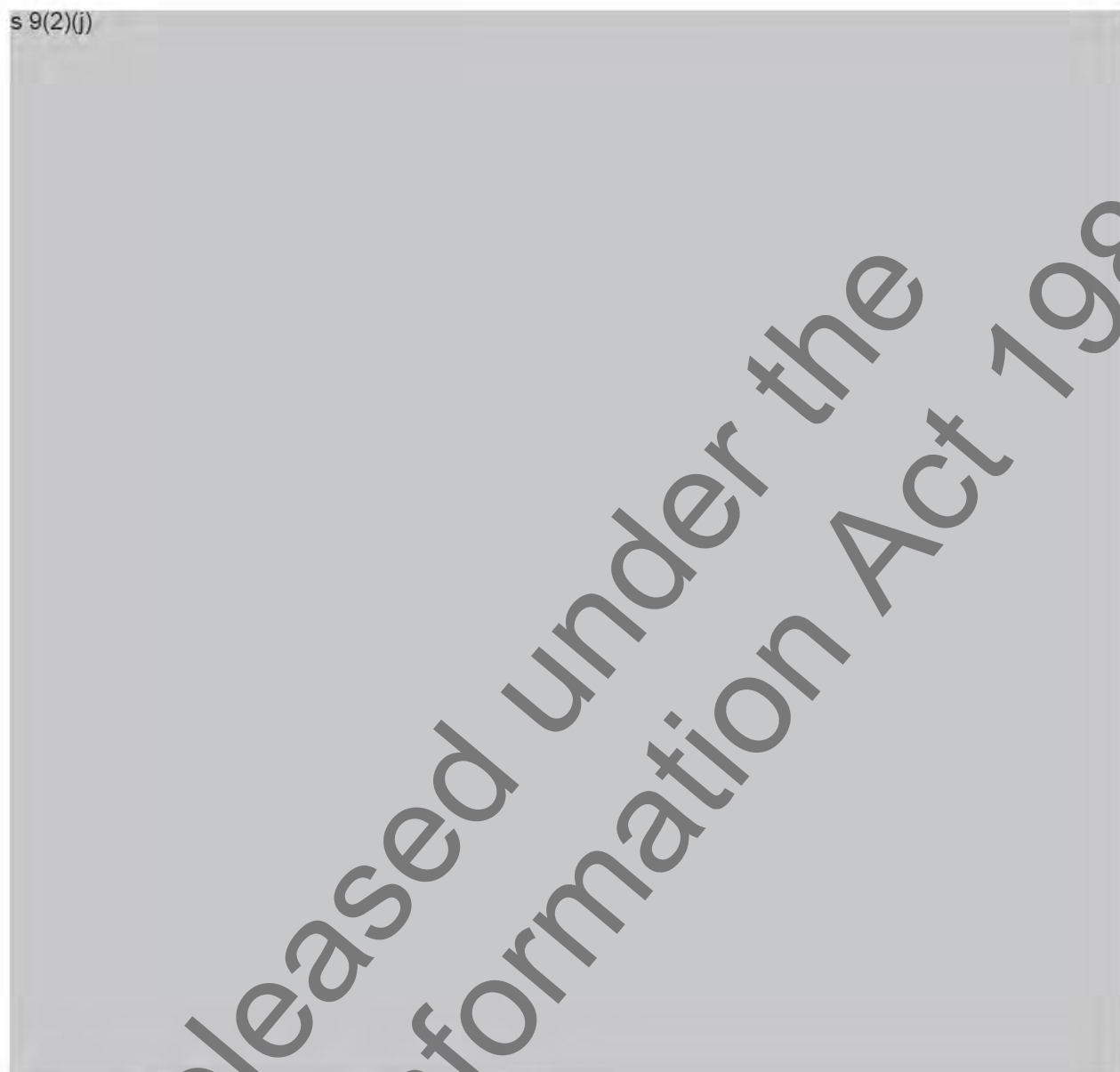
s 9(2)(j)



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s 9(2)(j)



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9 References

Begg, J. G. and Mazengarb, C. (1996). "Geology of the Wellington Area", scale 1:50 000, Institute of Geological and Nuclear Sciences Geological Map 22. 1 sheet + 128 p. Lower Hutt, New Zealand: Institute of Geological and Nuclear Sciences Limited

Begg, J. G. and Johnston, M. R. (2000) (compilers). "Geology of the Wellington Area", Institute of Geological and Nuclear Sciences 1:250 000 Geological Map 10. 1 sheet + 64p. Lower Hutt, New Zealand: Institute of Geological and Nuclear Sciences Limited

MfE Apr 2012: Users' Guide National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health. Wellington, Ministry for the Environment.

MfE, 2011. *Contaminated Land Management Guidelines No.1: Reporting on Contaminated Sites in New Zealand*.

MfE 2011: Guidelines for Assessing and Managing Petroleum Hydrocarbon Contaminated Sites in New Zealand. Revised 2011. Wellington, Ministry for the Environment.

MfE Oct 2011: Ministry for the Environment; Hazardous Activities and Industries List (HAIL). Wellington, Ministry for the Environment.

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10 Limitations

- i. We have prepared this report in accordance with the brief as provided. This report has been prepared for the use of our client, The Ministry of Business, Innovation & Employment, **their** professional advisers and the relevant Territorial Authorities in relation to the specified project brief described in this report. No liability is accepted for the use of any part of the report for any other purpose or by any other person or entity.
- ii. The recommendations in this report are based on the ground conditions indicated from published sources, site assessments and subsurface investigations described in this report based on accepted normal methods of site investigations. Only a limited amount of information has been collected to meet the specific financial and technical requirements of the client's brief and this report does not purport to completely describe all the site characteristics and properties. The nature and continuity of the ground between test locations has been inferred using experience and judgement and it should be appreciated that actual conditions could vary from the assumed model.
- iii. Subsurface conditions relevant to construction works should be assessed by contractors who can make their own interpretation of the factual data provided. They should perform any additional tests as necessary for their own purposes.
- iv. This Limitation should be read in conjunction with the Engineers NZ/ACENZ Standard Terms of Engagement.
- v. This report is not to be reproduced either wholly or in part without our prior written permission.

We trust that this information meets your current requirements. Please do not hesitate to contact the undersigned on (04) 472 0820 if you require any further information.

Report prepared by

Sean Freeman

Environmental Scientist

Report reviewed by

Report Reviewer

Reviewer Title

Report Author2

Author Title2

Report Reviewer2

Reviewer Title2

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APPENDIX 1:
Wellington Council Site Contamination Enquiry



caring about you & your environment

Wellington Regional Council
P O Box 11-646, 142-146 Wakefield Street, Wellington, New Zealand
Telephone 0-4-384 5708, Facsimile 0-4-385 6960

Fax Transmission

To: C B Richard Ellis

File No.: K/9/5/59

Attention:

No. of pages: 2

Fax No.: 04 499 8889

From: Kathryn Hooper

Copy to:

Date/Time: 19 May 1999

Fax No.:

SHELLY BAY

Thank you for your inquiry regarding contamination at the Shelley Bay Airforce Base. The Wellington Regional Council has record of only one potentially contaminated site on the Airforce Base at Shelley Bay. This is a site known as Shelley Bay (Legal Description Lot 1 DP 3020 Shelley Bay) and is included as a (1) Site that has stored or used a hazardous substance on the Wellington Regional Council ANZECC Site Use Database. The reasons for this classification are as follows:

The site has been and/or is used for the following activity(s):

Defense Works, Maintenance/manufacture workshops

This site does not match exactly the description provided for the site you are concerned with, as the site concerned has no title and is part of the open space zone. There is no record of the site you have described in the Wellington Regional Council's ANZECC Site Use database.

Sites are included in the database either on the basis of a site assessment indicating the presence of contamination, or on evidence that a past or present land use has the potential to cause contamination (usually involving the storage, use, or disposal of hazardous substances). E.g. the storage of petrol or diesel, chemical manufacture, and landfills.

The enclosed information is derived from the Wellington Regional Council's ANZECC Site Use Database and is made available to you under the Local Government Official Information and Meetings Act 1987. The database has been established by the Regional Council for the purpose of performing its functions under the Resource Management Act 1991.

The database identifies sites where activities have occurred that are known to have the potential to contaminate land and includes sites where further investigation has shown contamination to be present or absent and sites that have been remediated. In the case of sites where hazardous substances have been used, stored, or disposed, further investigation is required to determine whether

or not this site is actually contaminated or the degree and extent of any residual contamination. No reliance can, or should be, placed on this information, by any person, as indicating the presence of contaminants on the site.

This information reflects the Councils current understanding of this site. The Wellington Regional Council accepts no liability for any inaccuracy in or omission from, this information. The provisions of the Privacy Act 1993 bind any person receiving and using this information.

I hope this fax provides the information you require please contact me if I can offer further assistance.

Regards

Kathryn Hooper
Resource Quality Officer

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caring about you & your environment

Wellington Regional Council
P O Box 11-646, 142-146 Wakefield Street, Wellington, New Zealand
Telephone 0-4-384 5708, Facsimile 0-4-385 6960

Fax Transmission

To:	NZ Defence Force	File No.:	K/9/5/59
Attention:	Barbara Hickey	No. of pages:	2
Fax No.:	04 496 0929		
From:	Chris Purchas	Copy to:	
Date/Time:	9 February 1998	Fax No.:	

SHELLY BAY RD

Thank you for your inquiry regarding the above site. The site known as SHELLY BAY RD (Legal Description LOT 1 DP 3020 -SHELLEY BAY,) is included as a (1) *Site that has stored or used a hazardous substance* on the Wellington Regional Council ANZECC Site Use Database due to the following activity.

Defense Works, Maintenance/manufacture workshops

This site had underground storage tanks (UST) which have now been removed. There are unconfirmed notes on file regarding a landfill on this site, but there is no indication of a location or likely contents of the fill if it exists.

Sites are included in the database either on the basis of a site assessment indicating the presence of contamination, or on evidence that a past or present land use has the potential to cause contamination (usually involving the storage, use, or disposal of hazardous substances). E.g. the storage of petrol or diesel, chemical manufacture, and landfills.

The enclosed information is derived from the Wellington Regional Council's ANZECC Site Use Database and is made available to you under the Local Government Official Information and Meetings Act 1987. The database has been established by the Regional Council for the purpose of performing it's functions under the Resource Management Act 1991.

The database identifies sites where activities have occurred that are known to have the potential to contaminate land and includes sites where further investigation has shown contamination to be present or absent and sites that have been remediated. In the case of sites where hazardous substances have been used, stored, or disposed, further investigation is required to determine whether or not this site is actually contaminated or the degree and extent of any residual contamination. No reliance can, or should be, placed on this information, by any person, as indicating the presence of contaminants on the site.

This information reflects the Councils current understanding of this site. The Wellington Regional Council accepts no liability for any inaccuracy in or omission from, this information. Any person receiving and using this information is bound by the provisions of the Privacy Act 1993.

I hope this fax provides the information you require, please contact me if I can offer further assistance.

Regards



Chris Purchas
Resource Quality Officer

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WELLINGTON REGIONAL COUNCIL

POTENTIALLY CONTAMINATED SITES - SITE DESCRIPTION

Reference: K/9/5/59 Date:

Site Name: Shelly Bay - air force

Location:

Territorial Authority:

Site Address:

Legal Description: Map Reference:

Zoning: Previous: Present: Future:

RMA Consents: Yes ☐ No ☐ (If yes, detail on a separate sheet - consent number and purpose)

Licence: Yes ☐ No ☐ Licence Type:

Licence Number: Issuing Authority:

Other licences: Yes ☐ No ☐ (If yes, detail on a separate sheet)

Owner:

Name:

Address:

Telephone: [] Facsimile: []

Occupier/Operator:

Name:

Address:

Telephone: [] Facsimile: []

Equipment Owner/Operator:

Name:

Address:

Telephone: [] Facsimile: []

Location of Information:
(Source, file numbers, etc)

.....

.....

.....

Site Classification: ☐ Site Risk:

POSTED
8 AUG 1992

K/9/5/59

If calling please ask for: Dr J B Richardson
In reply please quote: W/5/2/1
[Letters\Fasttrk\JBR:um]

28 August 1992

Defence Force Headquarters NZ
Private Bag
WELLINGTON

Dear Sirs

ASSESSMENT AND MANAGEMENT OF CONTAMINATED SITES

I am writing to draw your attention to a publication, recently released by the Minister for the Environment, concerning procedures for the assessment and management of contaminated sites. This publication entitled "Australian and New Zealand Guidelines for the Assessment and Management of Contaminated Sites" has been prepared jointly by the Australian and New Zealand Environmental and Conservation Council and the National Health and Medical Research Council (of Australia).

Of particular interest in the Guidelines are the two appendices, detailing requirements for site assessment reports and subsequent risk characterisation and health appraisal of the data in these reports.

I understand that consideration is being given to decommissioning various underground storage tanks at Shelly Bay. Your co-operation in ensuring that such matters are carried out as per the Guidelines would be appreciated.

Please feel free to contact me for assistance in this regard.

Thank you.

Yours faithfully

J B RICHARDSON
for Manager, Consents and Investigations



FILE NOTE

DATE 15 October 2008
AUTHOR Paul Sorensen
SUBJECT Changes to GISMO polygon layer, Shelly bay defence land
FILE NUMBER SN/05/059/02

The information on file was reviewed to get a better understanding of the location of possible contamination as a result of historical hazardous activities. Before the review the GISMO polygon was only located on Pt LOT 3 DP 3020, which is only a small area.

Most of the information on historical uses at the site comes from a map of the site, which can be found at <http://capitaldefence.orconhosting.net.nz/>. The map identifies several land uses including a SERCO paint store, fuel supply building, sewage pumping station and shipway/repair yard. This has resulted in three GISMO polygons being created. One includes the fuel supply building, paint store and shipway/repair yard. The other smaller polygon includes Pt LOT 3 DP 3020, which is the commanding officers house. No hazardous activities were identified at this site on the map, but because it was the only previous gismo polygon I have left it there. The other larger polygon includes the munitions store sites and rifle range. A location of the possible munitions stores (red circles) and the location of other hazardous activities can be found below.

It is noted that as at October 2008, there is still no record of any detailed site investigation having taken place.



Paul Sorensen

SHELLY BAY AIR FORCE BASE

Wellington, New Zealand.

1. Gym and Cook lounges.
2. "Elephant House"
3. Combined Mess.
4. W/O's & SNCO's Mess.
5. W/O's & SNCO's Mess TV room.
6. MTC / Bayview Annex.
7. Other ranks garages.
8. Almmen's Accommodation.
9. Laundry and boiler house.
10. Coal bunker.
11. Base incinerator.

12. Junior Ranks Club (orig 1886 bldg)
13. SERCO workshop/offices.
14. SERCO paint store.
15. Fuel supply bldg.
16. Wharf - outer.
17. Wharf - inner.
18. Supply MT & AFCC
19. Slipway winch house.
20. Slipway/repair yard
21. Slipwrights shop.
22. Library.
23. Garages.
24. Base HQ and Officers Accommodation.
25. Officers Mess and accommodation.
26. Officers Laundry.
27. Sewage pumping station.
- 28.
29. BCOR's Tied HQ & outbuildings.
30. Dog Kennels.
31. Guard House.
32. Officers Pad.
33. Magazines (numbered m1 - m10). (m10 is off the map).
34. Reservoir.
35. Rifle range.

Map traced 19/5/2002
from SERCO map.





Greater Wellington Regional Council

Copyright : GWRC
Topographic and Cadastral data is copyright LINZ



By email

25 January 2019

File No: SN/05/059/02

PO Box 11646

Shed 39

Wellington

New Zealand

T 04 384 5708

F 04 385 6960

www.gw.govt.nz

Sean Freeman
ENGEO
PO Box 15-307
Tauranga 3112

For: sfreeman@engeo.co.nz

Dear Sean

Notification of property recorded on the Selected Land Use Register

Thank you for your enquiry on the following property:

Property/site address: 264 Shelly Bay Road, Wellington City

Legal description: COMMANDING OFFICER'S HOUSE -SHELLY BAY RNZAF BASE

File site number: SN/05/059/02

This letter is to inform you that the property listed above appears on the Greater Wellington Regional Council's Selected Land Use Register (SLUR).

The SLUR is a database of sites that have, or may have, been used for activities and industries from the Hazardous Activities and Industries List (HAIL) established by the Ministry for the Environment. Further explanation on the HAIL and each of the categories in the SLUR database are provided in the attached factsheet.

The property is included on the SLUR because it is believed to have been, or has been, used for the following hazardous activity or industry listed on the HAIL: Explosives and ordnances production, storage and use - Explosive or ordnance production, maintenance, dismantling, disposal, bulk storage or re-packaging; Chemical manufacture, application and bulk storage - Storage tanks or drums for fuel, chemicals or liquid waste.

The property listed above appears on the SLUR as: Verified History of Hazardous Activity or Industry.

SLUR SITE ENQUIRY, SN-05-059-02.DOCX



A summary of the information and site history currently available on the SLUR is as follows:

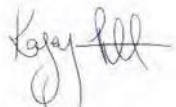
This site has been used as an Air-Force base. General military camp facilities including workshops, paint stores, munitions stores, sewage pumping station, a rifle range and a shipway and repair yard were onsite. An underground storage tank was also on site but has since been removed. No tank pull report is held by Greater Wellington. There are unconfirmed notes on file suggesting a landfill on this site, but there is no indication of a location or likely contents if it exists. The site was decommissioned in 1995. Potential contaminants include explosives, lead, copper, antimony, solvents and metal and hydrocarbons. No detailed information is held for this site regarding the level of contamination, if any, that has occurred.

We have derived the above information from the GWRC's SLUR and made it available to you under the Local Government Official Information and Meetings Act 1987. This information reflects the GWRC's current understanding of this site.

Please be aware that the GWRC and its officers, employees and agents accept no liability for any inaccuracy in, or omission from, this information or liability for any loss or damage suffered by any person which may directly or indirectly result from any person acting or refraining from acting on this information.

This information has been prepared for the recipient to whom it is addressed and is intended for that recipient's use only. It is not intended to be relied on by any other party.

Yours sincerely



Kasey Pitt
Analyst – Contaminated Land

04 830 4202
kasey.pitt@gw.govt.nz

Encl: SLUR and HAIL factsheet

Selected Land Use Register (SLUR) factsheet

Sites that are registered on the Greater Wellington Regional Council's SLUR are known (or suspected) to have been involved (historically or currently) in the use, storage or disposal of substances from one or more hazardous activities/industries identified by the Ministry for the Environment. In some cases the sites on the SLUR will be "contaminated sites" and in others not.

The SLUR classifies sites under six categories:

Category I – Verified History of Hazardous Activity or Industry

A site classified as "Verified History of Hazardous Activity or Industry" is a site for which a past or present use has been confirmed as falling within one of the definitions on the Hazardous Activities and Industries List (HAIL). Assignment to this category does not imply the site is contaminated, but merely that hazardous substances have been used, stored or disposed of on the site and therefore there is a potential for site contamination to have occurred.

Category II – Unverified History of Hazardous Activity or Industry

A site classified as "Unverified History of Hazardous Activity or Industry" is a site for which its past or present use is the subject of an unconfirmed report that indicates that it falls within one of the definitions on the HAIL. Assignment to this category does not imply the site is contaminated, but merely that there is a possibility that hazardous substances have been used, stored or disposed of on the site and site contamination may have occurred. The reports could be from an external source or from a general information search carried out by the GWRC. A site remains under this category until further information is available that enables it to be transferred to another category.

Category III – Contamination Confirmed

A site classified as "Contamination Confirmed" is a site where there is evidence that hazardous substances exist above background concentrations AND it is likely that adverse effects on human health (subject to exposure path) or the environment will occur based on the current or foreseeable site use. This category is for sites that the council holds information on, typically as a result of a site investigation that shows contaminants are present on the site at concentrations that exceed relevant guidelines. A site remains in this category until it is remediated or managed in such a way that it can be transferred to Category IV.

Category IV – Contamination Acceptable, Managed/Remediated

A site classified as "Contamination Acceptable, Managed/Remediated" is a site where there is clear evidence that residues of hazardous substances exist above background concentrations BUT the level of risk of adverse effects on human health or the environment is shown to be acceptable for the particular land use. Either the concentrations are below relevant guideline levels OR remedial or management action has been taken to reduce the risks to an acceptable level. Sites may be placed in this category either because an investigation report has been received that shows the site has contaminants present in environmental media but the concentrations are below relevant guideline values, or the site has previously been registered in Category I or III and further investigation or remediation has been undertaken.

Category V – No Identified Contamination

Sites are placed in the “No Identified Contamination” category when an investigation report has been received that demonstrates an absence of contaminants above background concentrations. The investigation will have considered contaminants that could have resulted from the past or present use. Sites would be placed in this category either because the site had not been previously registered on the SLUR, but an investigation report has been received, or the site had previously been registered as Category I or II and further investigation was undertaken.

Category VI – Entered on Register in Error

A site classified as “Entered on Register in Error” is a site that has been classified under any other category, but subsequent investigation has found that the site has never been associated with any of the uses on the HAIL and there is no possibility of contamination of the site. This category is used for sites entered onto the SLUR or into the initial registration category as a result of incorrect information. The site is not removed from the register; it remains on the SLUR to correctly record the site’s history. The reasons for the original entry and reasons for the change to this category are recorded

Hazardous Activities and Industries List (HAIL)

The Hazardous Activities and Industries List (HAIL) is a compilation by the Ministry for the Environment of activities and industries that are considered likely to cause environmental contamination resulting from hazardous substance use, storage or disposal.

The HAIL was last updated in October 2011 and contains a range of activities/industries, including:

- a) Chemical manufacture, application and bulk storage
- b) Electrical and electronic works, power generation and transmission
- c) Explosives and ordnance production, storage and use
- d) Metal extraction, refining and reprocessing, storage and use
- e) Mineral extraction, refining and reprocessing, storage and use
- f) Vehicle refuelling, service and repair
- g) Cemeteries and waste recycling, treatment and disposal
- h) Any land that has been subject to the migration of hazardous substances from adjacent land in sufficient quantity that it could be a risk to human health or the environment
- i) Any other land that has been subject to the intentional or accidental release of a hazardous substance in sufficient quantity that it could be a risk to human health or the environment

Further information and the full HAIL list is available from:

<http://www.mfe.govt.nz/issues/managing-environmental-risks/contaminated-land/is-land-contaminated/hail.html>

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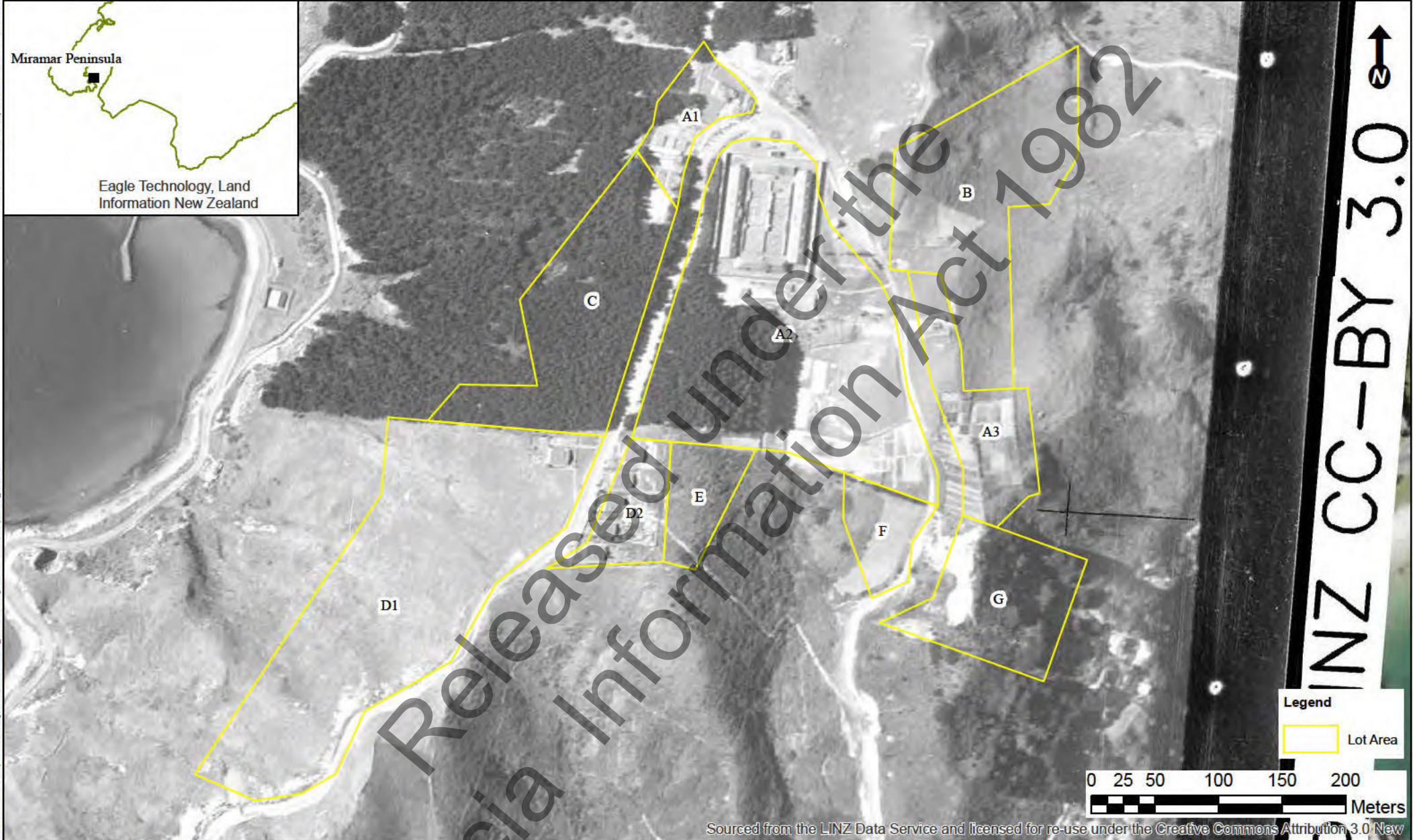
APPENDIX 2:


Historical Aerial Photographs



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64TH Avenue/Projects/15701 to 15800/15784.000 000 - Onsey Road, Grande Road, Main Road/06 CAD-GIS & Fours/Main Road, Mapula/1A, 1938.mxd



 Expect Excellence Christchurch Office 124 Montreal Street, Sydenham Christchurch 8023, Tel: 03 328 9012	Title: Historic Aerial Photographs 1941		Aerial: LINZ and Eagle Technology, CC-BY-3.0-NZ. Map image: L NZ NZTopo Series, CC-BY-3.0-NZ.		Client: Ministry of Business, Innovation and Employment		Figure No: 2B	
	PROJECTION: NZGD 2000 New Zealand Transverse Mercator		Project: Main Road Maupua		Designed: SF Drawn: DK Checked: Date: Jan 19		Size: A4	
			Proj No: 15784.000.000		Scale: 1:4,000		Revision: A	



ENGEO
Expect Excellence

Christchurch Office
124 Montreal Street, Sydenham
Christchurch 8023, Tel: 03 328 9012

Title:
**Historic Aerial Photographs
1951**


Aerial: LINZ and Eagle Technology, CC-BY-3.0-NZ.
Map image: L NZ NZTopo Series, CC-BY-3.0-NZ.

PROJECTION: NZGD 2000 New Zealand Transverse Mercator

Client: Ministry of Business, Innovation and Employment		Figure No:
Project: Main Road Maupuia	Designed: SF	2C
	Drawn: DK	
	Checked:	
	Date: Jan 19	
Proj No: 15784.000.000		Size: A4
Scale: 1:4,000		Revision: A




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 Expect Excellence Christchurch Office 124 Montreal Street, Sydenham Christchurch 8023, Tel: 03 328 9012	Title: Historic Aerial Photographs 1954	Aerial: LINZ and Eagle Technology, CC-BY-3.0-NZ. Map image: L NZ NZTopo Series, CC-BY-3.0-NZ. PROJECTION: NZGD 2000 New Zealand Transverse Mercator	Client: Ministry of Business, Innovation and Employment		Figure No:
			Project: Main Road Maupuia	Designed: SF	2D
				Drawn: DK	
				Checked:	
			Proj No: 15784.000.000	Date: Jan 19	Size: A4
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			<p>Project:</p> <p>Main Road Maupuia</p>	<p>Designed: SF</p> <p>Drawn: DK</p> <p>Checked:</p> <p>Date: Jan 19</p>	
			<p>Proj No: 15784.000.000</p> <p>Scale: 1:4,000</p>		



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PROJECTION: NZGD 2000 New Zealand Transverse Mercator

Client: Ministry of Business, Innovation and Employment

Project:

Main Road
Maupuia

Proj No: 15784.000.000

Designed: SF

Drawn: DK

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Date: Jan 19

Scale: 1:4,000

Figure No:


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Revision: A



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 <p>ENGEO Expect Excellence</p> <p>Christchurch Office 124 Montreal Street, Sydenham Christchurch 8023, Tel: 03 328 9012</p>	<p>Title:</p> <p>Historic Aerial Photographs 1969</p>	<p>Aerial: LINZ and Eagle Technology, CC-BY-3.0-NZ. Map image: L NZ NZTopo Series, CC-BY-3.0-NZ.</p> <p>PROJECTION: NZGD 2000 New Zealand Transverse Mercator</p>	Client: Ministry of Business, Innovation and Employment		Figure No:
			<p>Project:</p> <p>Main Road Maupuia</p>	Designed: SF	<p>2H</p>
				<p>Drawn: DK</p> <p>Checked:</p> <p>Date: Jan 19</p>	
<p>Proj No: 15784.000.000</p>			Scale: 1:4,000	Revision: A	



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DATE PLOTTED 25 January 2019 11:18:01 AM BY CKaminski



Christchurch Office
124 Montreal Street, Sydenham
Christchurch 8023, Tel: 03 328 9012

Title:

Historic Aerial Photographs
2000

Aerial: LINZ and Eagle Technology, CC-BY-3.0-NZ.
Map image: L NZ NZTopo Series, CC-BY-3.0-NZ.

PROJECTION: NZGD 2000 New Zealand Transverse Mercator

Client: Ministry of Business, Innovation and Employment

Project:

Main Road
Maupuia

Proj No: 15784.000.000

Designed: SF

Drawn: DK

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Date: Jan 19

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Size: A4

Revision: A



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 <i>Expect Excellence</i> Christchurch Office 124 Montreal Street, Sydenham Christchurch 8023, Tel: 03 328 9012	Title: Historic Aerial Photographs 2004	Aerial: LINZ and Eagle Technology, CC-BY-3.0-NZ. Map image: L NZ NZTopo Series, CC-BY-3.0-NZ. PROJECTION: NZGD 2000 New Zealand Transverse Mercator	Client: Ministry of Business, Innovation and Employment		Figure No:
			Project: Main Road Maupua	Designed: SF	2N
				Drawn: DK	
				Checked:	
				Date: Jan 19	
Proj No: 15784.000.000	Scale: 1:4,000	Revision: A			



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Christchurch Office
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Title:

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2018**

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Map image: L NZ NZTopo Series, CC-BY-3.0-NZ.

PROJECTION: NZGD 2000 New Zealand Transverse Mercator

Client: Ministry of Business, Innovation and Employment

Project:
**Main Road
Maupuia**

Proj No: 15784.000.000

Designed: SF
Drawn: DK
Checked:
Date: Jan 19

Scale: 1:4,000

Figure No:

2P

Size: A4

Revision: A

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APPENDIX 3:

Site Walkover Photographs



Figure 3A: Access road, facing south east.



Figure 3B: Building material debris in soil in sections surrounding Access Road.



Figure 1C: Prison Building exterior



Figure 3D: Water retention tank NE of site.



Figure3E: Retaining wall from removed structure



Figure 3F: Nursery building Lot A1

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APPENDIX 4:
Areas Of Concern





SITE 41 - FORMER MOUNT CRAWFORD PRISON

Appendix D ENGEO Contamination
Desktop Study (PSI) - Draft

THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT



ENGEO

— Expect Excellence —

Geotechnical Due Diligence Assessment

Mt Crawford

Maupuia

Wellington

Submitted to:

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25.01.2019

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Figure 3: Combined Earthquake Hazard Rating Map

Figure 4: Slope Failure Hazard Map

Figure 5: Photograph from 1969 Showing Historic Instability

ENGEO Document Control:

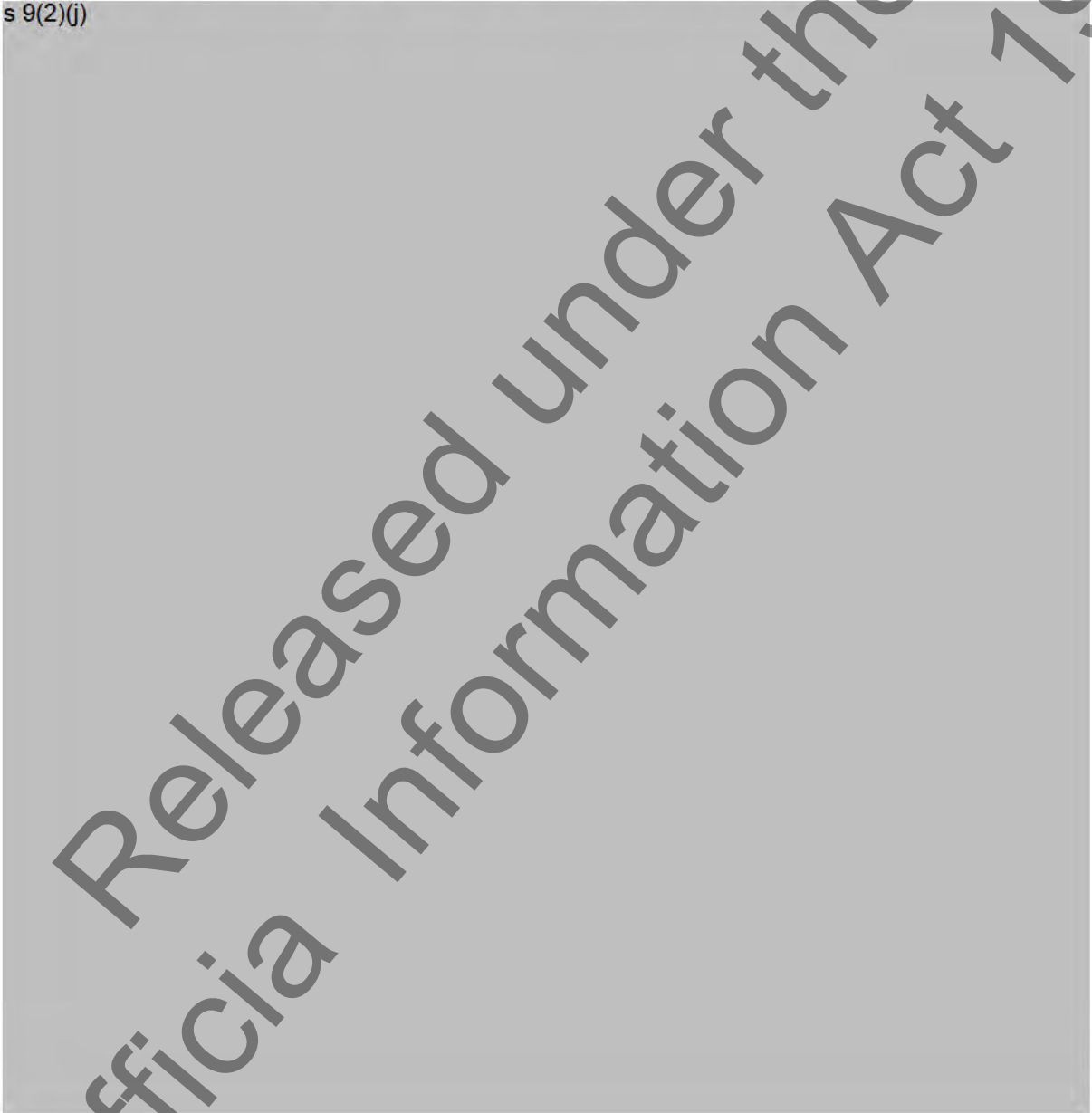
Report Title	Geotechnical Due Diligence Assessment - Mt Crawford, Maupuia			
Project No.	15784.000.000	Doc ID	01	
Client	The Ministry of Business, Innovation & Employment C/- Calibre Consulting Ltd	Client Contact	Robert Truter	
Distribution (PDF)	David Jones, Brett Gawn			
Date	Revision Details/Status	WP	Author	Reviewer
25/01/2019	DRAFT	--	TV	AP

1 Executive Summary

This report is a desktop level geotechnical due diligence assessment of the Mt Crawford, Maupuia area as requested by Calibre Consulting on behalf of The Ministry of Building, Innovation and Employment (MBIE). The purpose of the study was to identify any geotechnical constraints on future development of the land and implications on development for a proposed residential subdivision. This includes any risks, issues or assumptions for further consideration and mitigation strategies, where appropriate.

The key points of the desktop study have been summarised in the following items:

s 9(2)(j)



2 Introduction

ENGEO Ltd was requested by Calibre Consulting on behalf of MBIE as a part of a larger a due diligence assessment of various properties in Mt Crawford, Maupuia, Wellington (shown in Figure 1, and herein referred to as the site). This work has been carried out in accordance with our signed agreement dated 19 December 2018 (P2018.002.254).

We understand that the intended end land use is for a residential subdivision and as such, we have tailored this report to focus on the development issues that may arise with this subdivision.

The purpose of the agreement was to provide due diligence level geotechnical and environmental desktop studies of the sites in order to provide an understanding of the potential subdivision constraints, and geotechnical and environmental risks. This report focuses on the geotechnical aspect of the due diligence assessment and a separate PSI report by ENGEO (Draft, dated 25 January 2019) has been undertaken to address the environmental aspect of the agreement.

Our scope of works includes

- Desktop study of available published geotechnical and geological information relevant to the sites.
- Preliminary assessment of likely geotechnical risks and constraints that may affect future site development and recommendations for future site investigations that we envisage will be required as the project progresses.
- Preparation of a due diligence geotechnical report for the sites, based on the findings of our desktop assessments.

3 Site Description

The site is located at Mt Crawford, specifically those areas immediately adjacent and between the sealed Main Road/Nevay Road loop in Maupuia (highlighted in Figure 1). The site is comprised of multiple land parcels around the Mt Crawford area. The land slopes steeply upwards towards Mt Crawford prison and includes a combination of flat and undulating land, cut sites and retaining walls. The site is largely empty of infrastructure with the large prison complex to the north of the development area. Some small derelict buildings remain within the heavy vegetation across the site. Farming sections to the east and west of the development area are clear of heavy vegetation.

The site been subject to earthworks and construction in the past to form buildings towards its centre, and have been subsequently demolished, fill material is expected within the shallow soils in these areas.

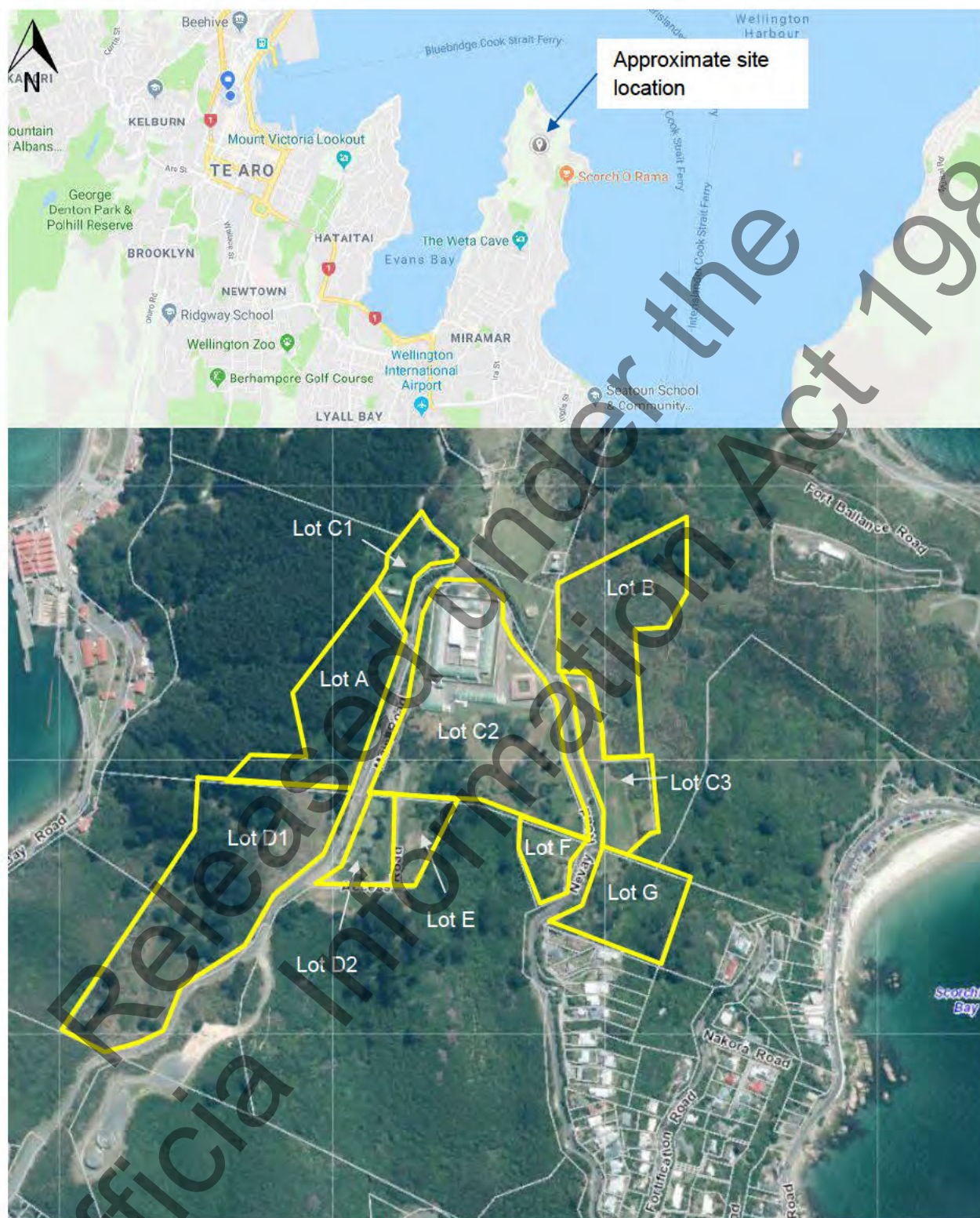
Site ID (provided by the client): 4011

Site name: Mount Crawford Prison

Address: Main Road, Maupuia

For simplicity ENGEO have given each section a Lot identifier for reference in this report. Please refer to Table 1 and Figure 1 for the site references.

Figure 1: Site and Lot Location Plan



Images sourced from Google Maps and Wellington Web Map Viewer

Table 1: Individual Lot Summary

ENGEO Identifier		CFR Registration / Parcel ID	Address (as per WCC GIS database)	Legal Description (as per GWRC database)	Size (m ² - as per GWRC database)	
Lot A		6597396	-	Pt Sec 2 Watts Peninsula District	Size of Land Parcel not available	
Lot B		6597394	-	Pt Sec 3 DISTRICT Watts Peninsula	Size of Land Parcel not available	
Lot C	1	760898	-	Section 7 SO 477035 id: 7550274	4,822	52,344
	2		-	Section 4 SO 477035 id: 7550271	38,879	
	3		-	Section 6 SO 477035 Id: 7550273	8,643	
Lot D	1	760897	7 Main Road Mt Crawford, Maupuia	Sec 1 SO 477035	39,429	44,182
	2			Sec 3 SO 477035	4,753	
Lot E		WN46B/927	6 Main Road Mt Crawford, Maupuia	PT LOT 1 DP 4741 - WELLINGTON PRISON	5,084	
Lot F		WN46B/926	209 Nevay Road, Maupuia	SEC 1 SO 24508 PT LOT 1 DP 4741 - WELLINGTON PRISON - SUBJ TO ESMT DP 455321	4,527	
Lot G		WN46B/923	212 Nevay Road, Karaka Bays	PT LOT 4 BLK XII DP 858 - WELLINGTON PRISON	10,901	

3.1 Historic Aerial Photography

We have reviewed historical aerial photographs from Wellington Council Geomaps dating back to 1938 and Google Earth imagery. The photographs were viewed under the context of identifying changes to the landform. We have summarised our findings below (sourced from Retrolens, not to scale).

Figure 2 shows an aerial photo from 1938. When this is compared with the most recent satellite imaging in Figure 1, it is evident that few changes have occurred. These include:

- Increased vegetation cover over all lots except Lot C2, which has had vegetation removed from the southwest corner.
- Removal of buildings on Lots C1, C2, C3 and D2.
- Addition of buildings on C2.
- Logging activities have occurred around 1969 within Lot A.

Figure 2: Photograph – 1938 (top) and Satellite Image – 2018 (bottom)



Photographs retrieved from retrolense.co.nz and GWR web maps

4 Background Information

4.1 Published Geology

GNS (Institute of Geological and Nuclear Sciences) map the site as being underlain by Triassic age Torlesse Supergroup, Rakaia terrane, grey sandstone-mudstone sequences and poorly bedded sandstone (Greywacke) and siltstone / mudstone (Argillite) sequences.

4.2 Regional Seismic Hazard

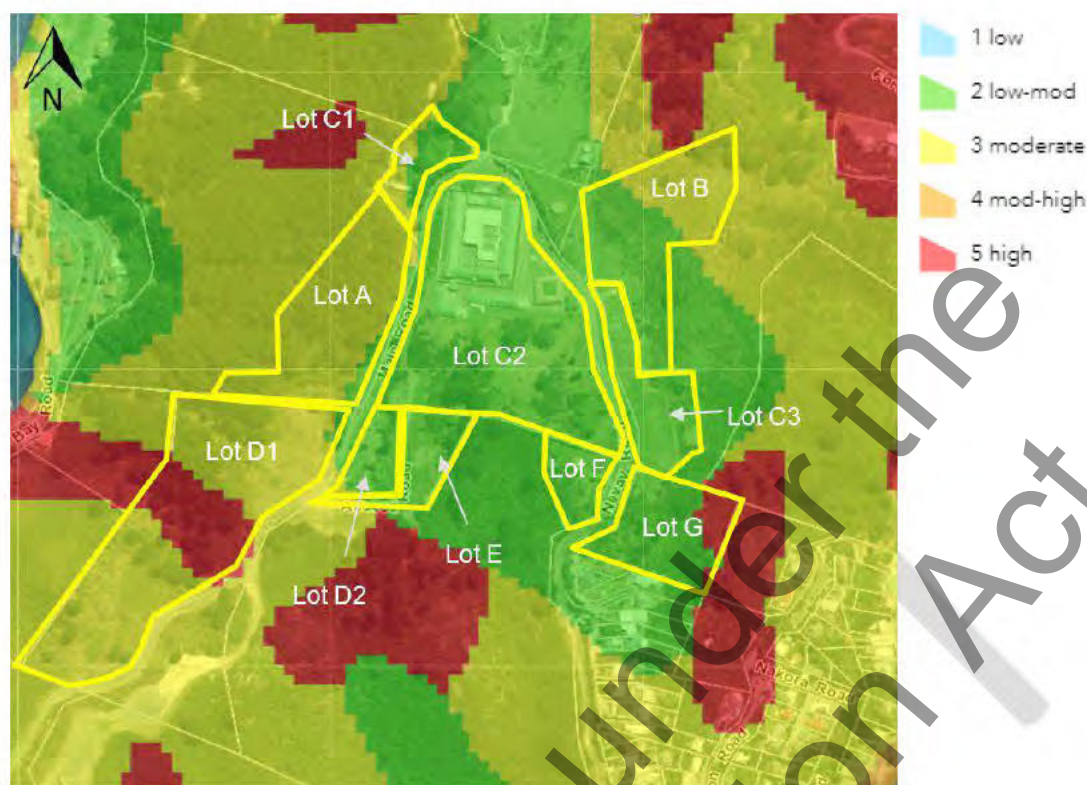
The Wellington Regional Council Hazard maps for the site area indicate a “moderate” combined earthquake hazard rating. This is derived from the parameters set out in Table 2 and includes the hazard map sections in Figure 3 and Figure 4.

Table 2: Mt Crawford Maupuia Geohazards

Hazard Category	Rating
Combined earthquake hazard rating	Figure 3
Slope failure	Figure 4
Liquefaction potential	None

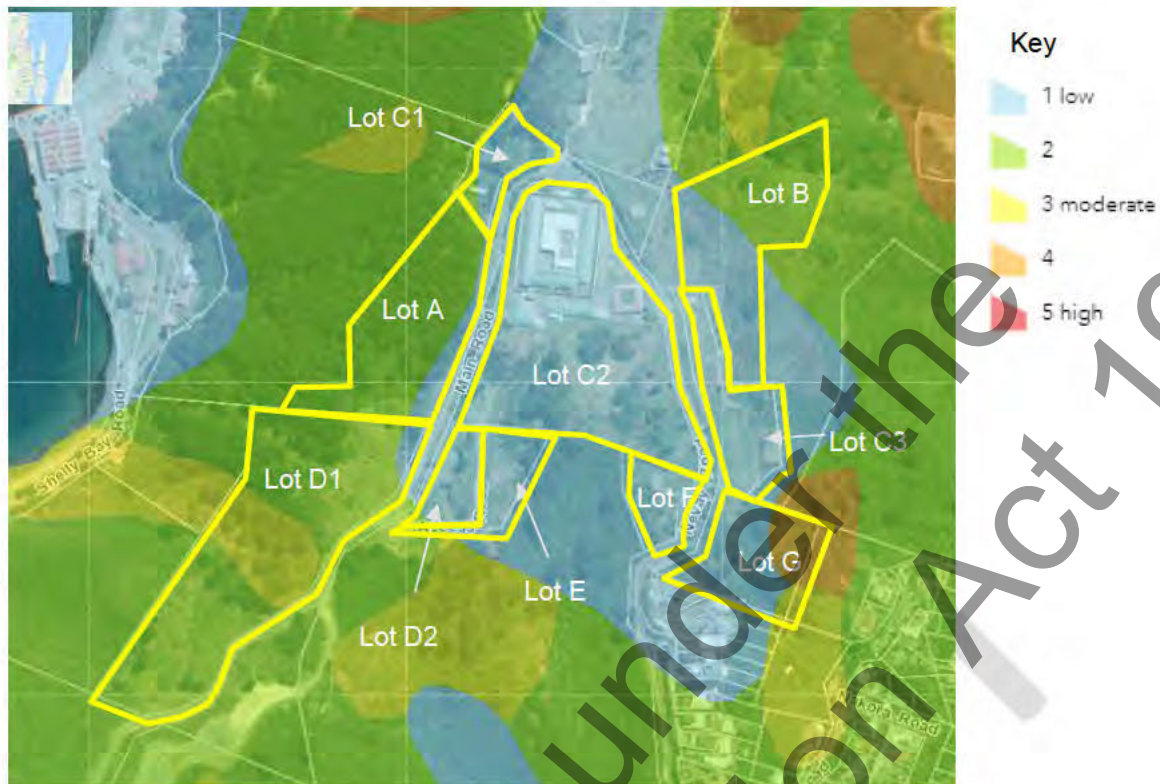
Figure 3 shows the combined earthquake hazard map, which is a compilation of all “combined earthquake hazard” coverages in major urban areas of Wellington Region. The coverages represent overlays of all previous earthquake hazard data:

- i. 20 m buffer along major fault traces
- ii. Ground shaking
- iii. Liquefaction potential
- iv. Slope failure.

Figure 3: Combined Earthquake Hazard Rating Map

Images sourced from Wellington Web Map Viewer

With regards to this site, the main cause for the 'high' ratings on Figure 3 are the earthquake induced slope failure susceptibility zones, which are shown in Figure 4.

Figure 4: Slope Failure Hazard Map

Images sourced from Wellington Web Map Viewer

Areas in Lots D1 and G have moderate to high slope instability and a high combined earthquake hazard rating. A review of the contour maps indicate that the slopes along the western Lots A, C1 and D1 could be up to 45 degrees from horizontal. It should be noted that the maps are regional in nature and the hazard potentials indicated on the maps do not necessarily apply to any specific site.

The site is not within the mapped zone by the Greater Wellington Regional Council for either potential flooding hazard or likelihood of tsunami inundation.

4.3 Faults

Reference to the GNS New Zealand Active Faults Database indicates that the site is located within 20 km of seven active faults:

1. **Evans Bay Fault:** Approximately 1.3 km west of the site
2. **Somes Island Fault:** Approximately 3.5 km northeast of the site.
3. **Wellington Fault:** Approximately 4.9 km northwest of the site.
4. **Ohariu Fault:** Approximately 9.3 km northwest of the site.
5. **Moonshine Fault:** Approximately 10.4 km north of the site.
6. **Whitemans Valley Fault:** Approximately 10.8 km to the northeast of the site.
7. **Shepherds Gully Fault:** Approximately 12.7 km northwest of the site.
8. **Wairarapa Fault:** Approximately 16.0 km to the east of the site.

4.3.1 The Wellington Fault

The Wellington Fault is a steeply dipping to sub-vertical, dextral strike-slip fault, generally up-thrown on its western side, however the greater part of its movement is horizontal (Begg and Mazengarb, 1996). In the project area, the Greywacke/ Argillite bedding and the Wellington Fault orientation are sub-parallel, striking approximately NE-SW (Perrin, 2004).

The recurrence interval on this fault is less than 2,000 years. Latest reports indicate that there is currently a 10% chance of a >M7 earthquake being generated by a rupture of the Wellington Fault in the next 100 years.

4.4 New Zealand Geotechnical Database (NZGD)

The NZGD does not contain any previous investigations in the site area.

4.4.1 Assumption of Subsurface Conditions

Based on previous experience in the Wellington region, the mapped geology and previous investigations in northern Miramar, s 9(2)(i)

5 Previous Geotechnical Publications

No geotechnical publications or reports have been retrieved which directly relate to the site. The historical records will be received within the following week and the report will be issued as final following appropriate amendments.

6 Geohazards and Preliminary Geotechnical Assessment

6.1 Soil Classification

We consider the soil classification in line with NZS 1170.5:2004 will likely vary between Class B and Class C across the site area. This classification should be confirmed with site-specific exploration data.

6.2 Seismic Hazards

Potential seismic hazards resulting from nearby moderate to major earthquakes can generally be classified as primary and secondary. The primary effect is ground rupture, also called surface faulting. The common secondary seismic hazards include ground shaking, soil liquefaction and lateral spreading, landslides, regional subsidence or uplift, tsunamis, flooding, or seiches.

The following sections present a discussion of seismic hazards as they apply to the site.

6.2.1 Primary Fault Hazard

As previously discussed, there are no known active faults located within the site area. The closest mapped fault is the Evans Bay Fault, located approximately 1.3 km west of the site. Based on our review of the GNS New Zealand Active Fault Database s 9(2)(j)

6.2.2 Secondary Seismic Hazards

Based on topographic and lithologic data, risk from earthquake-induced regional subsidence / uplift, flooding, tsunamis and seiches are considered negligible at the site.

6.2.3 Ground Shaking

As the proposed development is a residential subdivision, we assume that the buildings will be designed as Importance Level 2 structures.

According to NZS 1170.5:2004, Importance Level 2 buildings are required to be designed to resist earthquake shaking with an annual probability of exceedance of 1/500 (i.e. a 500 year return period). This is the ultimate limit state (ULS) design seismic loading. Structures are expected to retain their structural integrity during the ULS earthquake, and not collapse or endanger life.

Furthermore, Importance Level 2 buildings should sustain little or no structural damage under a serviceability limit state (SLS) design load case, which is based on earthquake shaking with a 25 year return period.

Peak horizontal ground accelerations (a_{max}) have preliminarily been calculated in accordance with MBIE / NZGS Module 1 (2016) using the following formula:

$$a_{max} = C_{0,1000} R f g / 1.3$$

$$C_{0,1000} = 0.44 \text{ for Wellington City (NZTA Bridge Manual (2016) Table 6A.1)}$$

$$R = 1.0 \text{ for a 500 year return period event (NZS1170.5) (ULS)}$$

$$= 0.25 \text{ for a 25 year return period event (NZS1170.5) (SLS)}$$

$$f = 1.0 \text{ for Class B}$$

$$\text{Thus } a_{max} = 0.17 \times 1.0 \times 1.0 g / 1.3 = 0.34 g \text{ for ULS}$$

$$= 0.17 \times 0.25 \times 1.0 g / 1.3 = 0.08 g \text{ for SLS}$$

The effective earthquake magnitude M_w can be taken as:

$$= 7.10 \text{ ULS}$$

$$= 6.2 \text{ SLS}$$

This will need to be calculated specifically for the site following onsite testing.

6.2.4 Liquefaction and Lateral Spreading

Soil liquefaction results from loss of strength during cyclic loading, such as imposed by earthquakes. Soils most susceptible to liquefaction are clean, loose, saturated, uniformly graded fine-grained sands. s 9(2)(j)

The regional maps indicate that there is no liquefaction potential at this site and based off the likely subsurface conditions the risk of liquefiable material is very low at this site. s 9(2)(j)

7 Slope Stability

Based on the mapped site topography and our experience with the published subsurface materials, we do not consider slope instability (both shallow soil creep and global instability) to be a significant geotechnical concern for the middle section C of the site and the flat areas.

However, gentle to steep slopes are mapped near and within the western boundary of Lots D1, A, C1 and D dipping west. Lots B, C3, F and G have moderate to steep slopes dipping east. As shown in Figure 5, historic land instability is observed which has also been observed in other aerial photography for this site. Also it is known that there are existing cuts into rock and insitu rock outcrops on site.

Figure 5: Photograph from 1969 Showing Historic Instability



Image retrieved from retrolense.co.nz

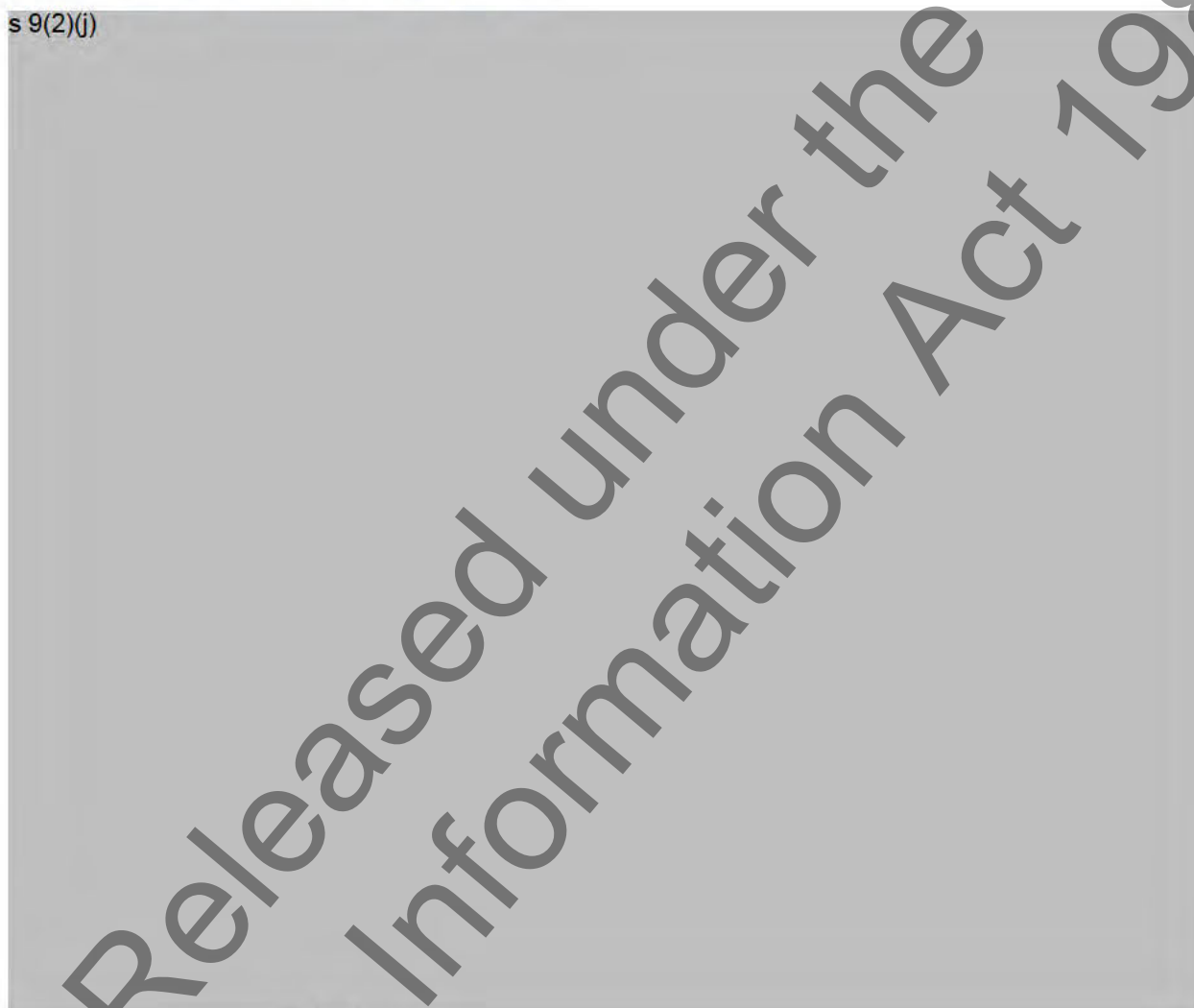
7.1 Erosion

Large scale logging and earthworks can cause erosion and create significant amounts of windblown dust if not properly managed. s 9(2)(j)

Any earthworks or logging exercises should have appropriate management strategies in place to mitigate the impact of this.

8 Further Geotechnical Works

s 9(2)(j)



9

9 Limitations

- v. We have prepared this report in accordance with the brief as provided. This report has been prepared for the use of our client, their professional advisers and the relevant Territorial Authorities in relation to the specified project brief described in this report. No liability is accepted for the use of any part of the report for any other purpose or by any other person or entity.
- vi. The recommendations in this report are based on the ground conditions indicated from published sources, site assessments and subsurface investigations described in this report based on accepted normal methods of site investigations. Only a limited amount of information has been collected to meet the specific financial and technical requirements of the client's brief and this report does not purport to completely describe all the site characteristics and properties. The nature and continuity of the ground between test locations has been inferred using experience and judgement and it should be appreciated that actual conditions could vary from the assumed model.
- vii. Subsurface conditions relevant to construction works should be assessed by contractors who can make their own interpretation of the factual data provided. They should perform any additional tests as necessary for their own purposes.
- viii. This Limitation should be read in conjunction with the Engineers NZ/ACENZ Standard Terms of Engagement.
- ix. This report is not to be reproduced either wholly or in part without our prior written permission.

We trust that this information meets your current requirements. Please do not hesitate to contact the undersigned on (04) 472 0820 if you require any further information.

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