



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **801675**  
**Land Registration District** **North Auckland**  
**Date Issued** 22 March 2018

**Prior References**  
637330

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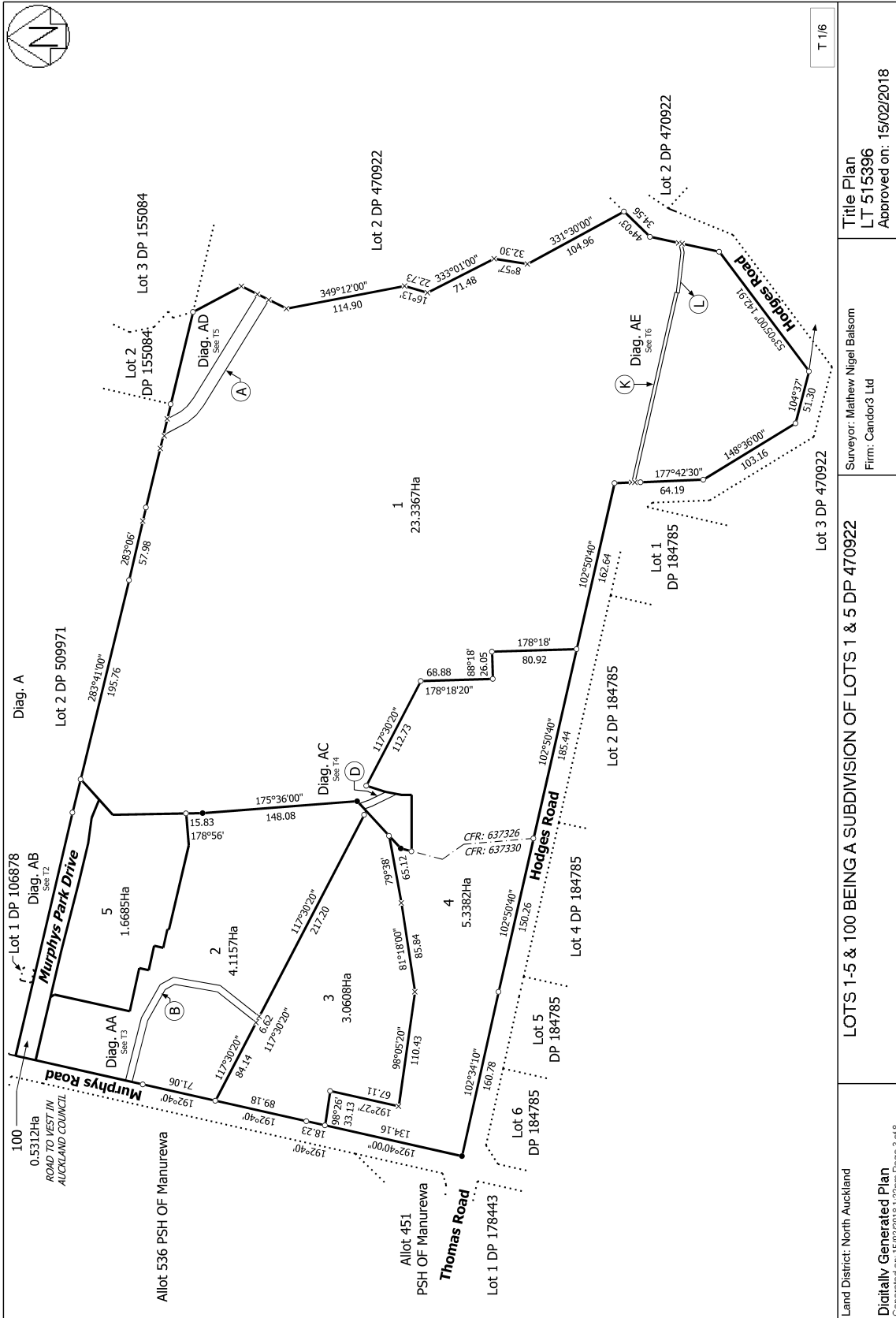
**Estate** Fee Simple  
**Area** 3.0608 hectares more or less  
**Legal Description** Lot 3 Deposited Plan 515396

**Registered Owners**  
Green City Developments Limited

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**Interests**

941631.1 Proclamation 1981/1899 defining the middle line of the Oaonui - Auckland pipeline - 22.6.1981 at 2:33 pm  
Appurtenant hereto is a right of way created by Transfer B242349.1 - 1.12.1983 at 1:30 pm  
Appurtenant hereto is a right of way created by Transfer D212225.9 - 5.11.1997 at 2:23 pm  
The easements created by Transfer D212225.9 are subject to Section 243 (a) Resource Management Act 1991  
10340591.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 23.2.2016 at 11:10 am  
10998189.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.3.2018 at 12:42 pm  
Appurtenant hereto is a right of way created by Easement Instrument 10998189.11 - 22.3.2018 at 12:42 pm  
The easements created by Easement Instrument 10998189.11 are subject to Section 243 (a) Resource Management Act 1991  
12267265.1 CAVEAT BY MURPHYS JIXIANG DEVELOPMENT LIMITED - 12.10.2021 at 3:05 pm



T 1/6

Land District: North Auckland	LOTS 1-5 & 100 BEING A SUBDIVISION OF LOTS 1 & 5 DP 470922	Digitally Generated Plan Generated on: 15/02/2018 1:26pm Page 3 of 6
Surveyor: Mathew Nigel Balsom Firm: Candor3 Ltd	Title Plan LT 515396 Approved on: 15/02/2018	

**B242349.1**

**TE**

Under the Land Transfer Act 1952

NEW ZEALAND

## Memorandum of Transfer

WHEREAS M.T. BURRILL LIMITED a duly incorporated company having its registered office at Auckland (hereinafter with its successors and assigns called "the Grantor")

is ~~being~~ registered as proprietor

of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 1.2672 hectares

more or less being Lot 8 Deposited Plan 91682 and being Part Allotment 93 Parish of Manurewa and being all the land comprised and described in Certificate of Title Volume 48A Folio 720 (North Auckland Registry)

SUBJECT TO: Encumbrance No. 880130.4 (hereinafter called the "servient tenement")

48A/720

AND WHEREAS TARAHIKI DEVELOPMENT LIMITED a duly incorporated company having its registered office at Papatoetoe (hereinafter with its successors and assigns called "the Grantee") is registered as proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of North Auckland containing

FIRSTLY 121.0865 hectares more or less being all the land on Deposited Plan 16413, Part Lots 1 and 2 Deposited Plan 16487 Plan 697, Part Lot 2 and being Allotments 92, 139, 140, 142, 143, 144, 141, 145, 146, 147 and 148 and Part of Allotment 34 Parish of Manurewa and being the residue of the land comprised and described in Certificate of Title Volume 808 Folio 133 (North Auckland Registry) SUBJECT TO: Easements in Transfer Nos. 333095 and 535756, Proclamation No. 941631.1 and to Mortgages Nos. B156964.2 and B168615.1

AND SECONDLY 1518 square metres more or less being Part Allotment 93

Parish of Manurewa and being all the land comprised and described  
in Certificate of Title Volume 49A Folio 505 (North Auckland Registry)  
Limited as to Parcels SUBJECT TO: Mortgages Nos. B156964.2 and  
B168615.1 (hereinafter called the "dominant tenement")

*W.M.B.* AND WHEREAS the Grantor has agreed to grant to the Grantee a  
right of way as is hereinafter set out

*M.S.B.*  
↓

Private  
**AUC**

4.  
Atte



NOW THEREFORE in consideration of the premises the Grantor DOES HEREBY TRANSFER AND GRANT unto the Grantee as appurtenant to the dominant tenement the full free uninterrupted and unrestricted right liberty and privilege of the Grantee its servants tenants agents workmen licencees and invitees (in common with the Grantor, its tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and re-pass with or without horses, cattle and domestic animals of any kind and with or without vehicles, motor vehicles, machinery and implements of any kind, over and along that part of the servient tenement as is shown on Deposited Plan 91682 as proposed right of way and as is marked with the letter "A".

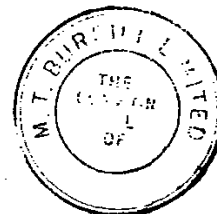
And the Grantor and the Grantee do hereby mutually covenant and agree as follows that :

1. THE Grantee will share the cost of formation and maintenance of the right of way equally with the Grantor and any dispute as to liability of the parties for such cost shall be determined by arbitration under the Arbitration Act 1908 or any statutory amendment thereof.
2. THE standard to which the right of way shall be formed and maintained shall be sufficient to allow the passage of stock and farming and other heavy vehicles.
3. THE Grantee will pay half the total cost for fencing along the boundaries of that part of the servient tenement as is shown as proposed right of way and as is marked "A" on Deposited Plan 91682 provided however that such liability shall cease when that said part is transferred to the Grantee.

IN WITNESS WHEREOF these presents have been executed this 7<sup>th</sup> day of *October* 1983

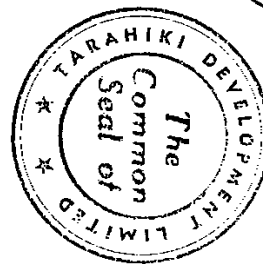
THE COMMON SEAL of )  
M.T. BURRILL LIMITED was )  
affixed hereto in the )  
presence of : )

*M.S. Burrill*  
\_\_\_\_\_  
Governing Director



THE COMMON SEAL of )  
TARAHIKI DEVELOPMENT LIMITED )  
was affixed hereto in the )  
presence of : )

*L.A.M. Burrill*  
\_\_\_\_\_  
Director



*[Signature]*  
\_\_\_\_\_  
Secretary

**In Consideration of**

(the receipt of which sum is hereby acknowledged)

**Do** hereby **Transfer** to the said

all

estate and interest in the

said land above described

**In witness whereof** these presents have been executed this  
of 19

day

**Signed** by the above named

in the presence of:—

No.

TRANSFER OF

Land in CT 48A/720

Correct for the purposes of the Land Transfer Act.

Solicitor for the Transferee.

M. T. BURRILL LIMITED ..... Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

SOLICITOR FOR THE TRANSFEREE

TARAHIKI DEVELOPMENT LIMITED ..... Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

① 16cs \$ 35. (diagram fee)  
48A/720 heath  
49A/505 } on 003220  
808/133 }  
Fay + Harb

49A/505

808/133

1.30 01 DEC 83  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR

B242349

B242349.1

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY



⑨ Burnill Transfer

D 212225.9

TE

Access lot  
+  
Services  
OK

**TRANSFER**

Land Transfer Act 1952

This page does not form part of the Transfer.

0-00

**TRANSFER**      GRANT OF EASEMENTS  
**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**  
North Auckland

Certificate of Title No.	All or Part?	Area and legal description — <i>Insert only when part or Stratum, CT</i>		
112D 388	All		569157	27/09/1957
112D 357				6059
112D 362				Not Liable
			NZ Stamp Duty	
			Self assessed duty	
			\$0.00	

**Transferor Surnames must be underlined**  
Neil Construction Limited at Auckland

**Transferee Surnames must be underlined**  
William Andrew Maxwell Burrill, Farmer (as to a 76/100th share) and Roger James Burrill, Farmer, William Andrew Maxwell Burrill, abovenamed and Warren George Croft Templeton, Solicitor all of Auckland (jointly as to a 24/100th share) as tenants in common in the said shares.


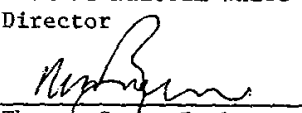
**Estate or interest or Easement to be created:** *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*  
Electricity and Telecommunications  
Easement of Right of Way (continued on annexure schedule)

**Consideration**  
\$1.00

**Operative Clause**  
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE 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.

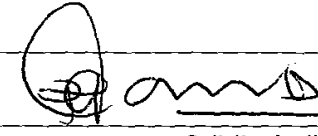
Dated this 16<sup>th</sup> day of JULY 19 97

**Attestation**

 Richard Malcolm White Director	Signed in my presence by the Transferor Signature of Witness
 Thomas Grant Brebner Director	<b>Witness to complete in BLOCK letters</b> (unless typewritten or legibly stamped) Witness name Occupation Address

Signature, or common seal of Transferor

**Certified correct for the purposes of the Land Transfer Act 1952**  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE IN APPLICABLE CERTIFICATE)

  
Solicitor for the Transferee

## Annexure Schedule

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

Transfer

Dated 16 th July 1997

Page 2 of 4 Pages

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

an electricity and telecommunications easement and  
The Transferee shall have a right of way over that part of the Transferor's land in CT 112D/388 marked "A" and "B" on DP 181749 and over the part of the land in CTs 112D/357 and 112D/362 marked "I" and "L" on Lot 44 DP 181749 being forever appurtenant to the land of the Transferee contained in CT 96A/428 and CT 49A/505, subject to the Terms and Conditions set out below.

**Terms and Conditions**

Definition: "access lot" means that part of Lot 37 DP 181749 marked "A" and "B" together with Lot 44 DP 181749 marked "I" and "L".

- (a) Not to permit nor permit to be erected on the access lot, any building, structure (other than letterboxes), work or earthworks of any kind whatsoever.
- (b) Not to use nor permit to be used, the access lot for any purpose other than:
  - (i) a right-of-way as described in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952;
  - (ii) a services area for the purposes of conveying electricity and telecommunications ("services") to and from the lots;

such uses to be upon and subject to the rights and powers set out in Clause (f) below.

- (c) Not to do anything nor to commit any act omission or default whereby the use of the access lot or the services is in any way impeded or obstructed.
- (d) The costs of maintenance of the access lot including the services laid in it shall be borne equally by all the allotments (as defined under section 218 of the Resource Management Act 1991) that share the use of the access lot from time to time **provided however** that where the need for maintenance or repairs is directly attributable to the actions of the registered proprietors of one of the allotments or that proprietor's servants, tenants, agents, contractors, workmen, licensees or invitees the registered proprietor(s) of that allotment shall bear the whole cost of the maintenance or repairs.
- (e) In using and dealing with the access lot the registered proprietors of the allotments shall act reasonably.

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 16 th July 1997

Page 3 of 4 Pages

(f) Rights and Powers:

(i) *Right of Way*

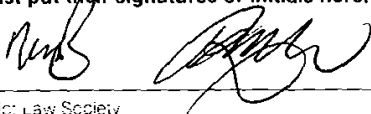
As contained in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.

(ii) *Electricity and Telecommunications*

- (a) The right to convey electricity and telecommunications along and under the access lot;
- (b) The right to lay and maintain all necessary cables, pipes, lines and associated equipment for the purpose of conveying electricity and telecommunications;
- (c) The right to be on the access lot (together with tenants, servants, agents and workmen and with any tools, implements, machinery, vehicles or equipment) for purposes associated with the rights herein conferred.

KAD.171.12

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.

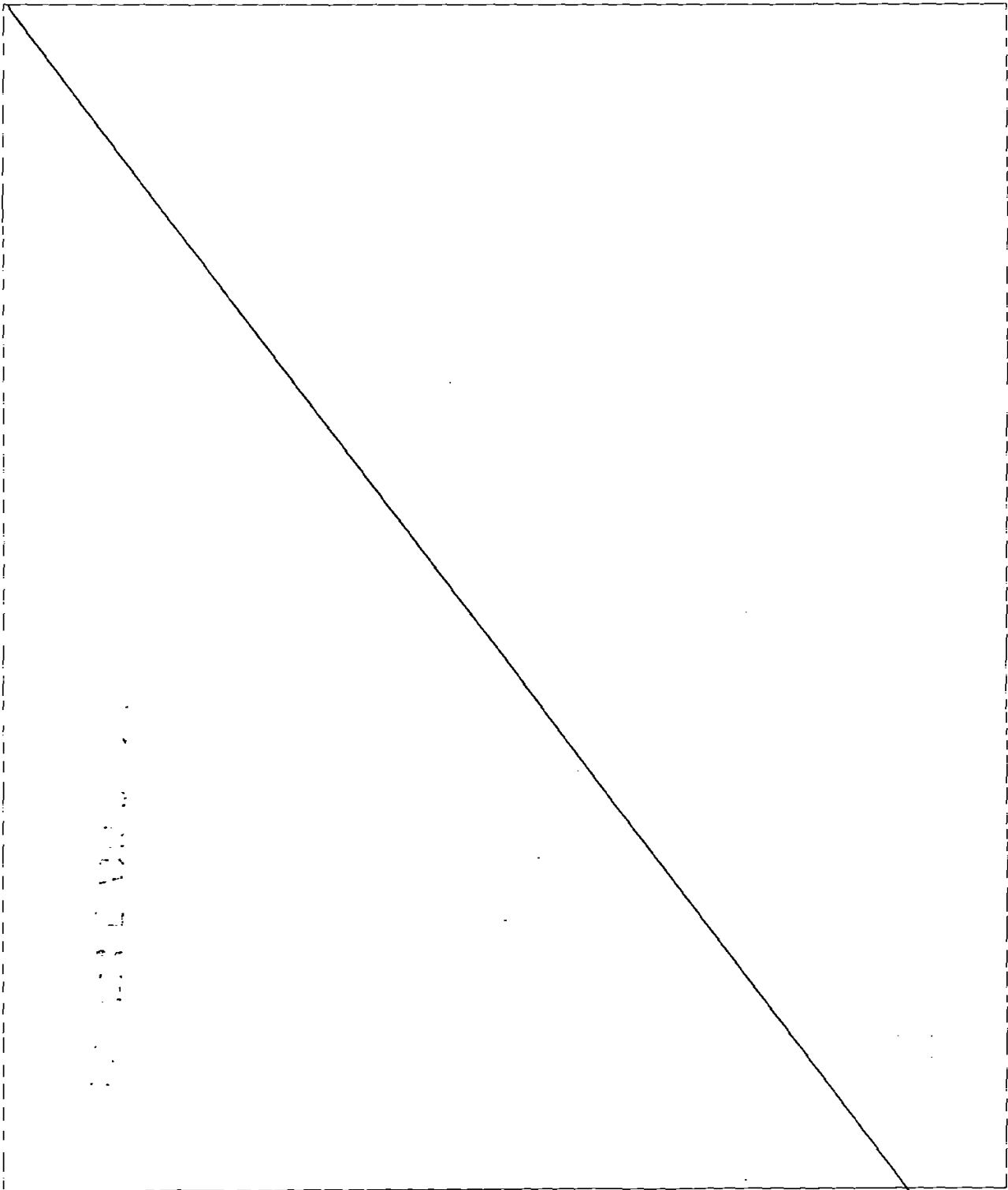


Annexure Schedule

TRANSFER

Dated 16th July 1997

Page 4 of 4 Pages



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 signatures]*



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

# TRANSFER

Land Transfer Act 1952

Law Firm Acting
GLAISTER ENNOR SOLICITORS AUCKLAND (SFJ)
9 T 5 115 20 12

Auckland District Law Society  
REF: 4135

2.23 05.NOV.97 D 212225-9  
PARTICULARS ENTERED  
LAND REGISTRY NO. 1995/1004  
ASST LAND REGISTRAR  
11/3/97  
499/1208  
964/428  
NEW ZEALAND



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

# View Instrument Details



**Instrument No** 10340591.1  
**Status** Registered  
**Date & Time Lodged** 23 February 2016 11:10  
**Lodged By** Chivers, Katheryn Louise  
**Instrument Type** Covenant (All types except Land covenants)



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Affected Computer Registers	Land District
637326	North Auckland
637330	North Auckland

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**Annexure Schedule:** Contains 46 Pages.

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## Signature

Signed by Katheryn Louise Chivers as Grantor/Grantee Representative on 23/02/2016 11:07 AM

\*\*\* End of Report \*\*\*

**IN THE MATTER of** the Resource Management  
Act 1991

**A N D**

**IN THE MATTER of** the Land Transfer Act 1952

**COVENANT UNDER SECTION 108 RESOURCE MANAGEMENT ACT 1991**

**BETWEEN** MURPHYS DEVELOPMENT LIMITED ("First Covenantor")

WATERCARE SERVICES LIMITED ("Second Covenantor")

**A N D** AUCKLAND COUNCIL ("the Council")

**BACKGROUND**

- A. The First Covenantor is registered as proprietor of the Land.
- B. Council has granted Consents to the Second Covenantor to place approximately 16,000m<sup>3</sup> of excavated spoil from the construction of the Hunua 4 watermain to fill an area of approximately 17,000m<sup>3</sup> in a gully located on the Land.
- C. The Consents contained the condition for a covenant under section 108 of the Resource Management Act 1991 as stated in the First Schedule.
- D. The Riparian Planting has been undertaken by the Second Covenantor, to the satisfaction of Council.
- E. The First Covenantor, the Second Covenantor and the Council have agreed to enter into this covenant pursuant to Section 108 of the Resource Management Act 1991 in fulfilment of the condition of the Consents.

**COVENANTS**

**1. Interpretation**

In this covenant, unless the context indicates otherwise:

**1.1 Definitions**

"Consents" means 40744 (Cleanfill Discharge), 40746 (Earthworks), 40747 (Stream Works) and 40777 (Land Use) granted on 4 February 2013, and includes any variations of those consents.

**"Council"** means the Auckland Council and includes its predecessors and successors as territorial authority of the district where the Land is situated and includes its officers and agents;

**"First Covenantor"** means the persons named as the First Covenantor in this covenant and includes the persons for the time being registered as proprietors of the Land;

**"Land"** means the First Covenantor's land at 125 Murphys Road, Flat Bush comprised in Computer Freehold Registers 637326 and 637330 (North Auckland Registry);

**"Riparian Planting"** means the landscape planting of those specific varieties of plant in the locations and densities set out in the attached Landscape Planting Mitigation Plan and Landscape Planting Plan & Details attached as the Second Schedule and Third Schedule respectively;

**"Riparian Planting Completion Date"** means 11 November 2013;

**"Second Covenantor"** means the persons named as the Second Covenantor in this covenant; and

**"Technical Specifications"** means the Hunua No. 4 Watermain Contract # 4663 Works Information – Technical Specifications document the relevant parts of which are attached as the Fourth Schedule.

- 1.2 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background.
- 1.3 **Headings:** section, clause and other headings are for ease of reference only and do not affect this deed's interpretation.
- 1.4 **Joint and Several Liability:** an obligation by two or more persons binds those persons jointly and severally.
- 1.5 **Negative Obligations:** any obligation not to do anything including an obligation not to suffer, permit or cause that thing to be done.
- 1.6 **Parties:** references to parties are references to parties to this deed.
- 1.7 **Persons:** references to persons including 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.
- 1.8 **Plural and Singular:** words importing the singular number include the plural and vice versa.
- 1.9 **Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed.

1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules; and

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

**2. Express Covenants**

2.1 Auckland Council acknowledges and agrees that the Riparian Planting has been undertaken by the Second Covenantor to the satisfaction of Council.

2.2 The First Covenantor and the Second Covenantor covenant with the Council to perform their respective obligations as set out in the First Schedule hereto and imposed pursuant to section 108 of the Resource Management Act 1991 and the Consents.

2.3 The First Covenantor acknowledges that this covenant shall bind and run with the Land in accordance with section 108 of the Resource Management Act.

2.4 The First Covenantor covenants with the Council that the registration of this covenant is intended to confer a benefit upon the Council for the purposes of section 4 of the Contracts (Privity) Act 1982, which benefit shall be enforceable at the suit of the Council as to each and any person from time to time registered as proprietor of the Land or any part thereof.

2.5 The First Covenantor covenants with the Second Covenantor to allow the Second Covenantor to carry out those works on the Land as may be required to be carried out by the Second Covenantor in fulfilment of the Second Covenantor's obligations under this deed and to:

(a) enter and re-enter those parts of the Land; and

(b) occupy those parts of the Land,

with or without any kind of vehicle, machinery or implement, as is reasonably necessary for the Second Covenantor to fulfil the Second Covenantor's obligations under this deed.

**3. Change In Use**

3.1 Any change in use will require assessment in terms of the provisions of the District Plan in force for the time being.

3.2 The First Covenantor may apply to the Council for a release of this covenant where the First Covenantor is able to demonstrate to the Council that the condition of the Consents secured by the covenant has become obsolete and in such circumstances the Council shall, at the First Covenantor's cost, provide the First Covenantor with a release of this covenant.

**4. Costs**

4.1 The First Covenantor shall pay the costs of preparation, stamping and registration of this covenant and any other costs incurred by the Council in relation to this covenant.

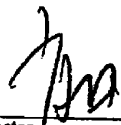
**5. Powers Not Affected**


5.1 Nothing in this deed is to be treated as limiting any other rights or powers which the Council may have under statute, bylaw or regulation except as expressly provided in this deed.

5.2 The First Covenantor and the Second Covenantor's liability under this deed will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by failure or neglect by the Council to enforce any of the covenants.

IN WITNESS of this covenant has been executed on the 3 day of December <sup>2015</sup> ~~2014~~

EXECUTED as a DEED for and on )  
behalf )  
of MURPHYS DEVELOPMENT )  
LIMITED )

  
\_\_\_\_\_  
Director  
D Xiao

  
\_\_\_\_\_  
Director  
A. Guest

EXECUTED as a DEED for and on )  
behalf )  
of WATERCARE SERVICES )  
LIMITED )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director



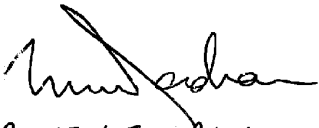


IN WITNESS of this covenant has been executed on the 3 day of December ~~2014~~ 2015

EXECUTED as a DEED for and on )  
behalf )  
of MURPHYS DEVELOPMENT )  
LIMITED )

\_\_\_\_\_  
Director Director

EXECUTED as a DEED for and on )  
behalf )  
of WATERCARE SERVICES )  
LIMITED )

  
RAVEEN JADURUM  
CHIEF EXECUTIVE  
\_\_\_\_\_  
Director Director

**FIRST SCHEDULE**

A. The First Covenantor covenants with the Council, subject to clause B 1 of this First Schedule:

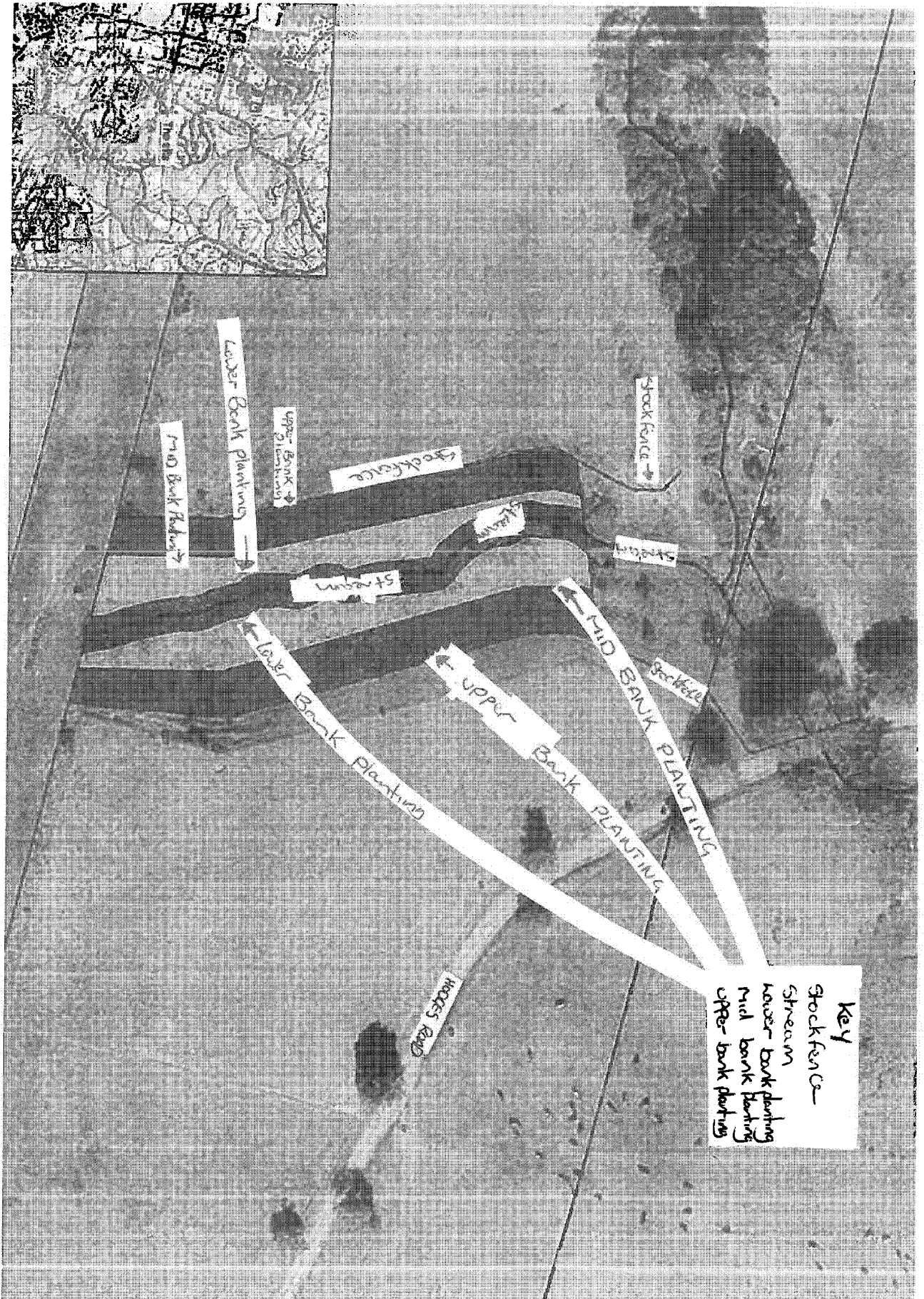
1. To comply with the terms of the Consents as they apply to the Riparian Planting;
2. To comply with the terms of the Technical Specifications as they apply to the Riparian Planting;
3. To protect the Riparian Planting in perpetuity. Without limiting the preceding covenants, this includes covenants to:
  - a. Not, cut down, damage or destroy, or permit the cutting down, damage or destruction of the any of the plants within the Riparian Planting without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council; and
  - b. Not do or permit to be done anything that would prejudice the health or ecological value of the Riparian Planting, its long term viability and/or sustainability.

B. The Second Covenantor covenants with the Council:

1. To maintain the Riparian Planting in accordance with the Technical Specification for the first 12 Months following the Riparian Planting Completion Date.

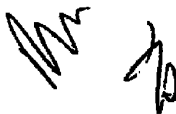
**SECOND SCHEDULE**  
**Landscape Planting Mitigation Plan**

BF15039142914

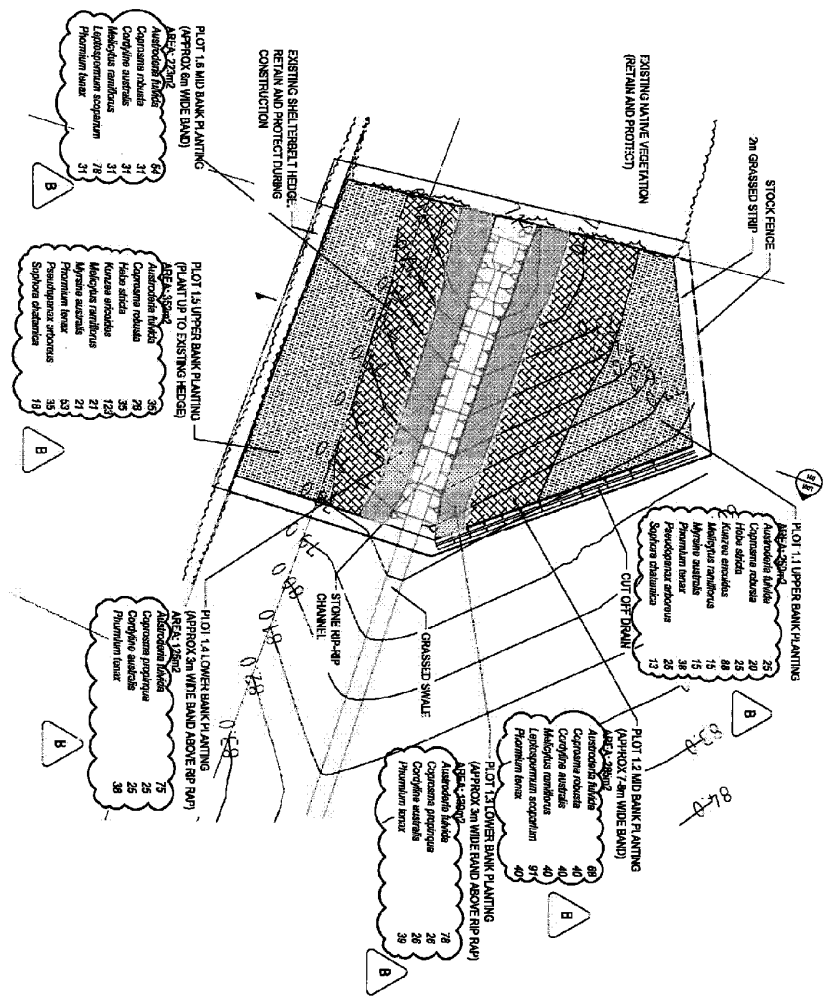


**THIRD SCHEDULE**  
**Landscape Planting Plan & Details**

BF/50391429/4



1 BURRILL GULLY FILL SITE (SITE 1) - REVEGETATION - PLAN VIEW.  
 1:500 @ A1/1500 @ A3



**PLANT SCHEDULE - GULLY FILL SITE**

Botanical Name	Common Name	Size	Spacing	Density	Total	Notes
Lower Bank						
Austrobaileya laevis	Totara	P30	0.7	2	150	Plant in groups of 7.5
Coprosma robusta	Wahinga	P30	1	1	61	Plant in groups of 3.5
Myrica aspera	Chalchaga tree	P30	1	1	61	Plant in groups of 3.5
Myrica australis	Harakeke	P30	1	1	77	Plant in groups of 3.5
Pennantia linearis					282	
Mid Bank						
Austrobaileya laevis	Totara	P30	0.7	2	152	Plant in groups of 7.5
Coprosma robusta	Karamia	P30	1	1	71	Plant in groups of 3.5
Coprosma australis	Chalchaga tree	P30	1	1	71	Plant in groups of 3.5
Myrica aspera	Mahoe	P30	1	1	71	Plant in groups of 3.5
Lepidospartum scoparium	Makaka	P30	1	1	109	Plant in groups of 3.5
Pennantia linearis	Harakeke	P30	1	1	71	Plant in groups of 3.5
Upper Bank					576	
Austrobaileya laevis	Totara	P30	0.7	2	80	Plant in groups of 7.5
Coprosma robusta	Karamia	P30	1	1	40	Plant in groups of 3.5
Myrica aspera	North Island Karamia	P30	1	1	60	Plant in groups of 3.5
Myrica australis	Kororia	P30	1	1	211	Plant in groups of 3.5
Myrica aspera	Mahoe	P30	1	1	36	Plant in groups of 3.5
Myrica australis	Mahoe	P30	1	1	36	Plant in groups of 3.5
Pennantia linearis	Huruhuru	P30	1	1	90	Plant in groups of 3.5
Psidium sabinianum	Pine Apple	P30	1	1	60	Plant in groups of 3.5
Scaevola taccada	Palo	P30	1	1	30	Plant in groups of 1.5
					632	
					1390	

- NOTES:
- WORKS INCLUDE ALL WORK DESCRIBED IN THE CONTRACT DOCUMENTS, INCLUDING THE DRAWINGS, SPECIFICATION AND ASSOCIATED CONDITIONS.
  - ALL WORK SHALL BE SET OUT ON SITE AND COMPILED BY THE ENGINEER. THE ENGINEER RESERVES THE RIGHT TO ADJUST PLANTING LOCATIONS ON SITE AS REQUIRED.
  - ALL PLANTING IS SUBJECT TO THE LOCATION OF SERVICES. EXACT LOCATION OF ALL SERVICES SHALL BE IDENTIFIED AND MARKED ON SITE AT THE START OF THE WORKS BY THE CONTRACTOR.
  - THE CONTRACTOR SHALL COMPLETE THE WORKS IN ACCORDANCE WITH LOCAL AND REGIONAL COUNCIL REQUIREMENTS AND STANDARDS.
  - ALL PLANTS SHALL BE PLANTED WITH A COMBING PLANT SHELTER AND INDIVIDUAL WEED MAT.

**FOR CONSTRUCTION**

DATE	DESCRIPTION	BY	DATE	OPERATION	DATE
10/10/2023	ISSUED FOR CONSTRUCTION	AS SHOWN	2007/84.030	ISSUE	9

COMPONENT: HUNUA 4 WATERMAIN  
 NORTH RIDGE ESTATE LTD (BURRILLS)  
 LANDSCAPE PLANNING PLAN & DETAILS

water care services limited  
 GHD

Original Scale A1  
 Contract No.











**FOURTH SCHEDULE**  
**Technical Specifications**

## **SECTION 800 LANDSCAPE GENERAL**

### **800.1 SCOPE**

The landscape planting scope includes site preparation, planting, fencing and maintenance of two riparian gully areas.

Site 1 (Gully Fill) - 30m long with approximately 20m width of planting either side of a proposed rock rip-rap water channel. This area is part of the broader Gully Fill project which separately includes placement of 400mm of topsoil in the area to be planted as described in this specification.

Site 2 (Mitigation Planting) – within an existing riparian gully 110m long with approximately 20m width of planting either side of an existing stream channel. The planting shall be undertaken into the existing site soil.

The Period of Defects Liability will be for 12 months from completion of all planting within each area. During this 12 month Period of Defects Liability, maintenance of the riparian planting shall be undertaken.

### **800.2 DRAWINGS**

This Specification shall be read in conjunction with the Drawings:

2007784.026, 2007784.027, 2007784.028, 2007784.029, 2007784.030, 2007784.031, 2007784.032, 2007784.033.

### **800.3 MEETINGS**

In addition to other contract meetings and consent requirements, at a minimum the following meetings will be required.

- Prior to any streamworks activity commencing on each site a Pre-commencement meeting shall be held to discuss and identify landscape planting areas, vegetation to be retained and protected. As required by consent conditions this meeting shall include Auckland Council, and other relevant parties.
- Plant material inspection - the Contractor shall contact the Engineer with a minimum of 5 working days' notice to arrange an inspection of the plant materials prior to implementation.
- Prior to landscape planting - the Contractor shall contact the Engineer with a minimum of 5 working days' notice to arrange a Site meeting to confirm set out of the landscape planting on Site.
- At completion of landscape planting installation – the Contractor shall contact the Engineer with a minimum of 5 working days' notice to arrange a Site meeting to undertake a joint pre defects liability inspection.

**800.4 STANDARDS**

The Contractor shall comply with all relevant New Zealand Standards and especially the following;

NZS8409:1999 Code of Practice for the Management of Agrichemicals incorporating Amendment No.1.

The Contractor shall comply with all relevant District and Regional Council Standards.

**800.5 CONSENTS AND PERMITS**

The Contractor shall comply with the conditions of all resource consents relevant to this project including:

- Application no 40744 (Cleanfill Discharge)
- Application no 40746 (Earthworks)
- Application no 40747 (Stream Works)
- Application no 40777 (Land Use)
- Application 41021 – Water Permit

**800.6 TIMING OF WORKS**

The timing of the landscape works, including start date, completion date and seasonal restrictions shall be completed in accordance with the conditions of consent.

**800.7 EXISTING SERVICES**

It is the Contractor's responsibility to protect existing services, pavements and structures (including drains) during planting operations. The Contractor is responsible for being acquainted with the location of existing underground and above ground services, notwithstanding information which has been provided by the Engineer or others parties. Any damage made to services caused by the Contractor or his subcontractors in the course or consequence of the contract operations shall be made good at the expense of the Contractor.

**800.8 QUALIFICATIONS**

The Contractor is to supply experienced competent workers, familiar with landscape planting, and the materials and techniques specified. Evidence of experience and competence shall be provided on request.

The Contractor shall carry out the work in an expeditious manner and to a high tradesman like quality. He shall make adequate preparation for starting work on the site and/or portions of the site on the appointed dates.

## **SECTION 801 SITE PREPARATION**

### **801.1 LOCATION OF PLANTING AREAS**

The finalised location of the areas to be prepared for landscape planting shall be confirmed with the Engineer prior to construction beginning at the initial Site meeting.

### **801.2 PROTECTION**

All existing native trees, shrubs and sedges within the planted area shall be retained and protected for the duration of the Contract.

The Contractor shall erect a temporary plastic netting fence around all existing trees that are to be retained within the landscape areas. This fence shall be erected at the greater distance of one metre outside the tree's drip-line or half the tree's overall height. This fence shall be erected before any works commence and shall not be removed until all works are complete, without the approval of the Engineer. Where it is not possible to complete the works without encroaching within the fenced area, a proposed methodology shall be submitted to the Engineer for approval.

All tree roots larger than 25mm diameter shall be retained in an undamaged state and protected unless the Engineer gives permission in advance for them to be cut. No roots shall be cut if this will have a significant adverse effect on the health and stability of the tree. Where consent is given to cut roots they shall be severed cleanly with a saw or pruning shears. All exposed roots and cut root ends shall be protected from drying and frost with damp sacking/scrim, polythene sheet or similar material if not backfilled immediately.

The Contractor shall locate and mark with painted or taped stakes any survey pegs or marks, valves, MH's, fences, etc.

### **801.3 SITE CLEARANCE**

The whole of the site affected by the landscape planting shall be cleared of tree and shrub vegetation, rubbish and the like by the Contractor (other than vegetation to be protected). Grub up all major roots (greater than 50mm) and non-perishable solid items (concrete etc) within 0.5 metre of the intended planting area.

Existing noxious plant and weed species shall be cleared from site prior to completing planting. All gorse plants shall be grubbed out removing all roots and disposed of off-site.

No clearance shall be done except where necessary to enable the Contract Works to be carried out as specified. The size and weight of the Contractors Plant shall be controlled to ensure appropriate protection is provided to the existing vegetation and ground surfaces.

No landscape planting shall be carried out in any area until clearance has been completed in that area and approved by the Engineer.

All coarse vegetation, rubbish and perishable matter shall be cleared from the areas affected by the works, and shall be removed from the Site becoming the property of the Contractor on leaving the Site.

**801.4 GROUND PREPARATION**

Friable soil makes landscape planting easier and encourages root development. Cultivation of each planting hole shall be completed with a trenching spade or crowbar.

The Contractor shall advise the Engineer of the condition of the existing soil structure. If the soil is considered to be overly dry, stony or compacted the Engineer may advise the area to be planted shall be mechanically 'ripped'. Spraying shall be required following ripping in order to control vegetation regeneration.

**801.5 SPRAYING TO REMOVE EXISTING PASTURE GRASS**

Use an approved non residual herbicide (Roundup or similar Glyphosate) to spot spray each new planting location at the Site(s). Spray a 0.7 metre diameter circle around each plant to remove grasses that will compete for water and light with the new plantings. Spraying shall achieve a 100% kill in each spot.

Avoid over clearance of surrounding vegetation as this will lead to reinvasion of weeds to the disturbed ground.

Do not apply herbicide to wet ground or when rain is forecast within 48 hours of application. Re-spraying may be required if rain occurs within 24 hours of application.

Planting shall only take place after 2-4 weeks of spraying once the spray has achieved the required weed kill.

Spraying with herbicides shall follow all required health and safety standards, District and Regional Council required conditions and standards, the requirements Hazardous Substances and New Organisms (HSNO) Act 1996, NZS8409:1999 Code of Practice for the Management of Agrichemicals incorporating Amendment No.1, and the manufacturer's written instructions and recommendations.

**801.6 SILT RETENTION CONTROL**

The Contractor shall provide silt retention and control measures which shall be constructed prior to commencement of work anywhere that silt is likely to be washed into the existing stream or off the Site. The Contractor shall their submit silt retention and control proposal to the Engineer for approval prior to undertaking the work.

The Contractor shall continue to provide and maintain adequate silt retention and control measures as the works proceed for the duration of the contract.

**801.7 STOCK FENCING**

The Contractor shall install permanent stock proof fencing around the entire perimeter of each planted area. Stock proof fencing shall comprise post, 7-wire and batten fencing.

The fencing shall be installed prior to undertaking the planting. A two metre wide grassed strip shall be left between the line of fencing and area to be planted to reduce the potential for grazing of new plants through the fence.

Fencing shall be installed in accordance with best practice and manufacturer's recommendations.

## **SECTION 802 LANDSCAPE PLANTING**

### **802.1 EXTENT OF WORK**

This section relates to the planting of native landscape plants and fencing. This work also includes for the supply and installation of all Materials, planting preparation, planting and plant protection, etc.

### **802.2 MANUFACTURER'S DOCUMENTS**

Manufacturer's and supplier's documents to be complied with for the extent of work in this section are:

Landscape Plant Shelters & Mulch Mat - KBC 'Combiguard' system

[www.advancelandscape.co.nz/shop/Tree+%26+Seedling+Protectors/KBC+CombiGuard.html](http://www.advancelandscape.co.nz/shop/Tree+%26+Seedling+Protectors/KBC+CombiGuard.html)

### **802.3 SUPPLY OF MATERIALS**

#### **.1 Plants**

Plants shall be sourced and supplied by the Contractor at the grades specified in the plant schedules included on the Drawings.

All landscape plants shall be best nursery stock, healthy and vigorous, free of pests and diseases, with well-developed root systems, well branched and symmetrically shaped with compact branch structure. The root system shall be healthy, in balance with the amount of foliage growth, and contain fibrous and feeding rootlets adequate to fill the container without being root bound. All root bound landscape plants or those with badly spiralling root systems will be rejected. All root balls and containers shall be free of all weeds. All root masses shall retain their shape and hold together (including soil) when removed from their containers.

All landscape plants shall be well 'hardened off' prior to supply.

All landscape plants material supplied shall be clearly labelled stating the plant's Latin name and the grower's own tag.

All landscape plants shall be grown and sourced from within the Auckland region and native plant seed source shall be from the Tamaki Ecological District and wherever possible, from the immediate vicinity of the mitigation site. The Contractor shall supply the Engineer with sufficient evidence of local seed sourcing prior to inspection.

All plants may be inspected by the Engineer prior to planting, for variety, size and match to specification. The Engineer reserves the right to reject any that fail to satisfy the above conditions. Approval from this inspection shall not preclude rejection of plants for defects which may appear later during planting

#### **.2 Plant Shelters**

The landscape plant shelters shall be installed and shall be the "KBC Combi-guard" system including mulch mat secured with 4x bamboo stakes or similar approved. The sleeves will provide protection from wind and will aid weed releasing and protection against pests.



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 LANDSCAPE PLANTING
 

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**.3 Fertiliser**

The fertiliser shall be applied and shall be a 'complete' tablet form slow release fertiliser such as GroTab™ or similar approved with a minimum period of 2 years. Soluble fertilisers shall not be used.

**.4 Mulch Mats**

Individual landscape plant mulch mats shall be as included with the KBC 'Combi-guard' system. Carpet squares will not be acceptable. The mulch mats shall be pinned to the ground by the bamboo stakes as part of the Combi-guard system.

**802.4 PLANTING INSTALLATION****.1 Transportation and Delivery**

The Contractor is responsible for transportation and delivery of the plants to Site. The Landscape plants shall only be delivered to the Site when they can be immediately placed in their final location from the delivery vehicle. Plant all landscape plants as soon as possible and no later than 3 days after delivery, keeping the rootball moist.

**.2 Planting Area**

Do not start planting until work area is ready as outlined in Section C5001- Site Preparation.

**.3 Planting Time**

Planting timing should be undertaken in accordance with consent requirements. The Contractor shall programme planting time to best provide for the growth and establishment of the plant material.

The Engineer reserves the right to halt the work should they consider the working conditions or weather are unsuitable.

**.4 Grassed buffer strip**

A 2 metre wide grassed buffer strip shall be implemented between the planting area and proposed fencing - as shown on the Drawings. The purpose of the grassed buffer strip is to provide an offset between the new plants and potential stock grazing through the fence.

In Site 1 (Gully Fill), this area shall be grassed by the Contractor.

In Site 2 (Mitigation Planting), the existing pasture grass cover shall be retained for this purpose.

**.5 Planting Setout**

The Contractor shall position and space out the trees, shrubs and riparian plants in locations quantities, and spacings specified on the Drawings and associated planting schedules and notes. It is noted the spacings shown on the Drawings are based on a plan view and the Contractor will need to make a minor adjustment to the spacing where the planted areas are sloping.

The plants shall be set out around the existing native plants growing within the Sites.

**(a) There are three planting zones in Site 1 (Gully Fill) as described below:****(i) Lower Bank**

## LANDSCAPE PLANTING

Typically within 3 metres of the rip rap channel edge.

Combiguard plant shelters shall be used within the Lower Bank zone.

*(ii) Mid Bank*

Typically a 6 – 8 metre wide planting strip on the side slopes of the gully above the Lower Bank planting.

Combiguard plant shelters shall be used within the Mid Bank zone.

*(iii) Upper Bank*

The area above the Mid Bank plants up to the proposed stock fence, excluding any grassed buffer strip.

Combiguard plant shelters shall be used within the Upper Bank zone.

**(b) There are four planting zones in Site 2 (Mitigation Planting) as described below:**

*(i) Wet Margin*

Typically within 1 metre of the stream edge or areas which are regularly wet.

Combiguard plant shelters shall **not** be used within the Wet Margin zone.

*(ii) Lower Bank*

Typically within 1 to 4 metres of the stream edge in the flatter base of the gully.

Combiguard plant shelters shall be used within the Lower Bank zone.

*(iii) Mid Bank*

Typically within 4 to 12 metres of the stream edge on the side slopes of the gully.

Combiguard plant shelters shall be used within the Mid Bank zone.

*(iv) Upper Bank*

Typically within 12 to 20 metres of the stream edge on the side slopes of the gully.

Combiguard plant shelters shall be used within the Upper Bank zone.

Plants shall be placed in groups of like species in the quantities specified on the Drawings.

Setout shall be confirmed on Site by the Engineer prior to commencing planting. The Contractor shall provide at least 5 days advance notice of planting dates to allow the Engineer to be present to inspect the set out on Site before planting commences.

Organise planting methodology to avoid undue compaction of planting areas. The Contractor shall report to the Engineer the existence of any buried services or concrete footings restricting the accurate placement of plants.

**.6 Preparation of Planting Holes**

Each plant hole shall be deeply cultivated. The Contractor shall take all care required to ensure the buried drip-line irrigation is not damaged during preparation of plant holes, planting and installation of the plant shelters. The hole shall be nominally twice the rootball width and 1 1/2 times the depth of the rootball and sufficiently large to allow the plant to be planted with its roots well spread out and hanging downwards. Roots should not be bent or distorted in any way. Scarify the sides and base of planting holes with a trenching spade or cross bar. One slow release fertilizer tablet shall be placed at the base of each planting hole prior to planting.

The Contractor shall be responsible for ensuring planting holes have adequate drainage. The Contractor shall allow for the addition of soil conditioning material in instances where the existing soil requires it in order to achieve successful landscape plant establishment and growth.

**.7 Planting**

Ensure that container grown landscape plants are thoroughly soaked in water before planting.

Remove the landscape plant carefully from the container ensuring no disturbance to the root plug. Any circulating roots shall be carefully teased out straight. Keeping rootball and soil intact, place each plant plumb with the top of the rootball at the top of the plant mix and upright. Landscape plants shall be planted to the same height in the soil as they were when nursery grown. Backfill material using fingers to evenly firm without compaction, before finally firming the plant and soil with the base of the palm of the hand or by heeling. Water in immediately after planting to the saturation level of surrounding soil. Form a watering basin around the tree if planting in dry weather.

Planting is to be carried out in suitable open weather and all plants re-firmed if lifted by frost.

**.8 Plant Shelters and Mulch Mat**

Following planting install a 'Combi-guard' plant shelter and mulch mat with 4 x bamboo stakes around each landscape plant except for those growing within the Wet Margin zone in Site 2 which shall not have shelters installed due to potential for removal through water inundation. Ensure that shelter is upright and the stakes are well anchored to the ground securing the mulch mat to the ground. Ensure that plastic sleeve positioned in contact with the ground and is adequately held in place by the bamboo stakes.

**.9 Grassing**

At Site 1 (Gully Fill) as shown on the drawings the grass buffer strip shall be sown with a certified grass seed mixture comprising rye at 45 kg/ha and clover at 5 kg/ha, pre-treated with fungicide and bird-repellent.

The seed shall be broadcast by hand, half in each direction at right angles, and the surface lightly raked and rolled. Water and keep moist throughout the growth phase until 20 mm high and then as necessary.

The Contractor shall achieve 100% coverage of fine leaved grass, free from all weed using appropriate methods to achieve the weed free requirement.

At the completion of the contract it is envisaged the grassed buffer strip will be left un-mown (rank).

**.10 Irrigation for Plant Establishment**

The Contractor shall provide irrigation as required to ensure the successful establishment of the landscape plants and new grass.

Water penetration on each occasion shall be to a depth of 200mm throughout the irrigated area. There shall be no over or under watering or damage to plants caused by scorching or puddling. Any damage caused by irrigation shall be repaired at the Contractor's expense.

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LANDSCAPE PLANTING

**802.5 CLEAN UP AND MAKE GOOD**

Clean up around planted area and fencing. Remove surplus materials from the Site. Any disturbance or damage to pasture areas outside of the landscape planted areas shall be made good to match previous conditions.

**802.6 PRACTICAL COMPLETION**

Following the Contractor's application for a certificate of Practical Completion a joint inspection of the works by the Contractor and the Engineer will be required.

Maintenance shall be carried out as specified in 803.

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 LANDSCAPE PLANTING MAINTENANCE
 

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## **SECTION 803 LANDSCAPE PLANTING MAINTENANCE**

### **803.1 EXTENT OF WORK**

This extent of work for this Section is for the maintenance of fencing, planting, grassing and associated materials required during the Period of Defects Liability. The Contractor shall monitor and maintain all planted areas within the contract boundaries until the issue of the Defects Liability Certificate.

Maintenance shall include monitoring, irrigation, weeding (releasing), control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide, pruning, adjustment and repair of landscape plant shelters and fencing, plant staking, and other horticultural operations necessary for the proper growth of the plants and for keeping the contract area in good appearance and well maintained. The Contractor shall be pro-active in the reporting to the Engineer and treatment of anything affecting the wellbeing of the landscape plants, in particular significant adverse conditions, dieback or browning of leaves, branches or any other signs. Landscape plants dead or dying through the Periods of Defects Liability shall be replaced at the Contractor's expense.

Spraying with herbicides shall follow all required health and safety standards, District and Regional Council required conditions and standards, the requirements Hazardous Substances and New Organisms (HSNO) Act 1996, NZS8409:1999 Code of Practice for the Management of Agrichemicals incorporating Amendment No.1, and the manufacturer's written instructions and recommendations.

### **803.2 FENCING**

The Contractor shall monitor and maintain the fencing in top condition throughout the Periods of Defects Liability.

### **803.3 WEED CONTROL (RELEASING)**

The Contractor shall monitor and control all weed growth within planted areas within the contract boundaries up to the end of the Period of Defects Liability.

It is essential that the Contractor adopts a methodology that does not injure or adversely affect plants. This may incorporate a combination of knapsack weed spraying, mechanical weed-eating and hand weeding. The Contractor shall be responsible for the cost of any rectification of damaged trees and shrubs caused by their weeding regime including the application of chemicals.

The Contractor shall modify their maintenance regime in any particular area to accomplish the best outcome for the site, for example increasing hand of mechanical weed-eating and reducing spray applications or visa-versa. Blanket chemical application shall not be undertaken.

The Contractor shall remove all competing vegetation within 0.5m radius of every native plant. Mechanical weed-eating shall not be undertaken within 200mm of the stem of any plant.

Weed control shall be frequent enough to prevent weed species flowering and seeding. Weed growth shall not exceed 100mm in height or spread. Neither perennial grass weeds nor plant pests recognised by the Auckland Council shall be accepted at any size.

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**LANDSCAPE PLANTING MAINTENANCE**

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**803.4 PEST CONTROL**

The Contractor is responsible for the monitoring and control of pests and diseases within planted areas within the contract boundaries up to the end of the Period of Defects Liability. To affect this, the Contractor shall make inspections in conjunction with other inspections and activities and arrange of eradication or treatment of infestations within five (5) days of inspection. Any health problem of infestation shall be reported to the Engineer.

Pesticide and / or animal repellent use shall be affected to the minimum level required for healthy plant growth to be maintained. All pesticides / repellents shall be approved for use by the Engineer. Pesticides used shall be selected for the lowest oral and epidermal toxicity rating possible and shall be types which pose a minimum risk to bees or other beneficial insects.

**803.5 PLANT SHELTERS AND MULCH MATS**

The Combi-guard plant shelters shall be maintained in good condition and 'well grounded' by the Contractor up to the end of the Period of Defects Liability. At the end of the Period of Defects Liability the Plant shelters and bamboo stakes shall be carefully removed by the Contractor. Any shelters and stakes that are in re-useable condition shall be neatly bundled and delivered to the Principal. Shelters and stakes in poor condition shall be removed to waste.

**803.6 GRASS**

The Contractor shall maintain the grassed buffer strips using appropriate methods as required to meet the weed free requirement. This may include mowing, if required.

At the completion of the Contract it is envisaged the grassed buffer strip will be left un-mown (rank).

**803.7 IRRIGATION**

The Contractor shall carry out irrigation during the Periods of Defects Liability as required to ensure the survival and establishment of the landscape plants in accordance with the specified requirements

**803.8 REPLACEMENTS (BLANKING)**

The Contractor shall ensure that all landscape plant material is in healthy and vigorous condition, and establishing well. Any dead or unhealthy landscape plant material shall be replaced by the Contractor at his or her own expense.

This specifically includes the possible replanting of plants pulled out or damaged by Pukekos, Hares or other wildlife damage. The replacements do not cover damage from; vandalism or floods or other events outside the direct control of the Contractor.

The replacement landscape plants shall meet the requirements of this specification and shall be healthy, vigorous and free of pests and diseases.

Plant replacements shall be planted at least 6 months prior to the end of the Periods of Defects Liability and during the Autumn or Winter season.

At the end of the Periods of Defects Liability, all plants shall be in a healthy, vigorous state and any plants that are unhealthy, damaged or dead shall be removed and replaced at the Contractor's expense. In this case the Engineer may advise that the Period of Defects Liability shall be extended until such time as all plants are established and in a healthy, stable condition.

- Text highlighted in blue has been updated to comply with consent conditions – 01 March 2013





**FIFTH SCHEDULE**

**Consents**

Decision by  
a Duty Commissioner  
Under the Resource Management Act 1991



#### Notification determination

Application no.:	40744 (Cleanfill Discharge), 40746 (Earthworks), 40747 (Stream Works) and 40777 (Land Use)
Address:	125 Murphys Road, Flat Bush
Applicant:	Watercare Services Limited
Proposal:	Place approximately 16,000m <sup>3</sup> of excavated spoil from the construction of the Hunua 4 watermain to fill an area of approximately 17,000 <sup>2</sup> in a gully located at 125 Murphys Road, Flat Bush

Having read the application and supporting documents, and reports from the council's officers and/or its representatives, I am satisfied that I have sufficient information before me to consider the matters required by the Resource Management Act 1991 (RMA) and make a decision on notification.

Pursuant to section 95A of the RMA, this application shall be processed without public notice because:

- The adverse hydrological effects on the existing gully and downstream will be no more than minor;
- The applicant proposes to carry out the earthworks and cleanfill in accordance with TP 90 and, as such, the adverse silt and sediment runoff effects will be no more than minor;
- The applicant proposes to carry out riparian planting to mitigate any adverse effects on the ecology of the stream to ensure that the adverse ecology effects will be no more than minor;
- The landscape as a result of the fill will be a gentle sloping gully that provides approximately 1,400m<sup>2</sup> of riparian planting in the subject gully. In the context of the wider environment this represents a small change in the landscape which will result in adverse landscape/visual effects that are less than minor;
- The works will be carried out in accordance with the existing Construction Noise and Vibration Management Plan (CNVMP), and will not increase the number of truck movement on public roads. As such, the adverse construction effects on the environment will be no more than minor.

The proposed activity is a discretionary activity and is envisaged by the District Plan. Pursuant to section 95A(4) there are no special circumstances surrounding this application.

Pursuant to section 95B of the RMA, this application shall be processed without limited notification because:

- Written approval has been received by the owners of 125 Murphys Road, Flat Bush;
- The works will be temporary in nature and managed in accordance with the existing CNVMP and the hours of construction are limited to 'normal construction hours' which will reduce the construction noise effects on the neighbouring residential properties;
- The applicant proposes to implement dust suppression measures in accordance with the "Good Practice for Assessing and Managing the Environmental Effects OF Dust Emissions" (MfE, 2001). The hedging along the southern boundary of the subject area will also assist in reducing any adverse dust effects on the neighbouring residential properties;
- The adverse landscape and visual amenity effects will be less than minor on the adjacent residential properties for the same reasons as set out above; and

- The Council has considered correspondence from Te Akitai Waihou Waka Tauna Trust and Ngati Maru Runanga In relation to the application. The effects on iwi/hapu will be less than minor as there are no identified wahi tapu sites or areas in this locality and Watercare is proposing to carry out the works in a manner that will have no more than minor effects overall.

In considering the broad discretion given to the Council by section 95A of the RMA in respect of whether to notify the applications, there are no other reasons that warrant public notification in this instance.

Accordingly, the application will be determined on a non-notified basis.



**Greg Hill**

**Duty Commissioner:**

**Date:**

**4<sup>th</sup> February 2013**

Decision by  
a Duty Commissioner  
Under the Resource Management Act 1991



Decision on an application for a resource consent

Application no.:	40744 (Cleanfill Discharge), 40746 (Earthworks), 40747 (Stream Works) and 40777 (Land Use)
Address:	125 Murphys Road, Flat Bush
Applicant:	Watercare Services Limited
Proposal:	Place approximately 16,000m <sup>3</sup> of excavated spoil from the construction of the Hunua 4 watermain to fill an area of approximately 17,000 <sup>2</sup> in a gully located at 125 Murphys Road, Flat Bush

Having read the application and supporting documents, and reports from the council's officers and/or its representatives, I am satisfied that I have sufficient information before me to consider the matters required by the Resource Management Act 1991 (RMA) and make a decision on this application.

Pursuant to sections 104 and, 104B, 105 and 107 of the RMA, this application is **GRANTED**.

Pursuant to section 113 of the RMA, the reasons for this decision are:

- (a) In terms of section 104(1)(a) of the Act, the actual and potential effects will be appropriately avoided, remedied or mitigated. In particular, there will be no more than minor adverse effects on: hydrology, silt and sediment run off, ecology, landscape/visual and construction effects. There will be less than minor adverse effects on iwi/hapu and neighbouring properties as the applicant is proposing appropriate measures to mitigate adverse effects of the proposal. Moreover:
- The applicant proposes to carry out the earthworks and cleanfill in accordance with TP 90 and, as such, the adverse silt and sediment runoff effects will be no more than minor;
  - The applicant proposes to carry out riparian planting to mitigate any adverse effects on the ecology of the stream to ensure that the adverse ecology effects will be no more than minor;
  - The landscape as a result of the fill will be a gentle sloping gully that provides approximately 1,400m<sup>2</sup> of riparian planting in the subject gully. In the context of the wider environment this represents a small change in the landscape which will result in adverse landscape/visual effects that are less than minor;
  - The works will be carried out in accordance with the existing Construction Noise and Vibration Management Plan (CNVMP), and will not increase the number of truck movements on public roads. As such, the adverse construction effects on the environment will be no more than minor.
  - There will be positive effects in terms of landscaping / riparian vegetation effects as well as improved visual amenity.
- (b) In terms of section 104(1)(b) of the Act, the proposal is consistent with the National Policy Statement on Freshwater Management; Auckland Regional Policy Statement; and the relevant objectives and policies of Auckland Council Regional Plan (Air, Land and Water); Auckland Council Regional Plan (Sediment Control) and Auckland Council District Plan (Manukau Section).
- (c) In terms of section 104(1)(c) of the Act, other relevant matters, including monitoring have been considered in the determination of the application.

- (d) Overall, for the reasons set out above, the application meets the relevant provisions of Part 2 of the Act and achieves the purpose of the Act being the sustainable management of natural and physical resources.

Pursuant to section 108 of the RMA, this consent is subject to the following conditions:

**General Conditions relating to all consents**

**1. Activity in accordance with plans**

The activity shall be carried out in accordance with the plans and all information submitted with the application, detailed below

- Application Form, and Assessment of Effects prepared by Beca dated 6 August 2012;
- Specialist Reports as detailed below, and additional information received.

Specialist Report Title	Prepared by	Dated
Hydrological Assessment	Beca	6 August 2012
Ecological Assessment (Stream ecology assessment)	Bioresearches	31 July 2012
Ecological Assessment (Ecological Compensation Ratio Calculation)	Bioresearches	6 November 2012

- Plans referenced as:

Reference number	Title	Architect/Author	Date
2007784.025 Issue 2	Erosion and Sediment Control- Plan View	Watercare Services Limited	04-12
2007784.027 Issue 2	Gully Fill Area- Cross Sections	Watercare Services Limited	12-12
2007784.026 Issue 2	Gully Fill Area- Longitudinal Section	Watercare Services Limited	12-12
2007784.028 Issue 2	Gully Fill Area- Plan View	Watercare Services Limited	12-12
2007784.029 Issue 1	Gully Fill Area- Details	Watercare Services Limited	12-12
2007784.030 Issue B	Landscaping Plan and Details	Watercare Services Limited	19.12.12
2007784.031 Issue B	Landscaping Plan and Details	Watercare Services Limited	19.12.12
2007784.032 Issue B	Landscaping Plan and Details	Watercare Services Limited	19.12.12
2007784.033 Issue B	Landscaping Plan and Details	Watercare Services Limited	19.12.12

**All Charges Paid**

2. This consent (or any part thereof) shall not commence until such time as the following charges, which are owing at the time the Council's decision is notified, have been paid in full:
- (a) All fixed charges relating to the receiving, processing and granting of this resource consent under section 36(1) of the Resource Management Act 1991 (RMA); and

- (b) All additional charges imposed under section 36(3) of the RMA to enable the Council to recover its actual and reasonable costs in respect of this application, which are beyond challenge.
3. The consent holder shall pay any subsequent further charges imposed under section 36 of the RMA relating to the receiving, processing and granting of this resource consent within 20 days of receipt of notification of a requirement to pay the same, provided that, in the case of any additional charges under section 36(3) of the RMA that are subject to challenge, the consent holder shall pay such amount as is determined by that process to be due and owing, within 20 days of receipt of the relevant decision.

#### **Access to site and information**

4. Subject to the consent holders health and safety requirements, servants or agents of Auckland Council shall be permitted to have access to relevant parts of the property at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements and/or to take samples.
5. All personnel working on the site shall be made aware of and have access to the contents of this consent document and the associated Construction Noise and Vibration Management Plan (CNVMP) Cleanfill Management Plan, Erosion and Sediment Control Plan and streamworks methodology.

#### **Inspection advice notes**

6. Inspection advice notes issued on site by the Auckland Council or its representatives are to be actioned within the timeframes stipulated. Where there is disagreement as to the suitability of the action requested, immediate contact with the Major Infrastructure Team Manager, is required.

#### **Monitoring Charges**

7. The consent holder shall pay any monitoring charge or charges to recover the actual and reasonable costs that have been incurred to ensure compliance with the conditions attached to this consent. (This charge is to cover the cost of inspecting the site, carrying out tests, reviewing conditions, updating files, etc, all being work to ensure compliance with the resource consent).

The consent holder will be advised of the further monitoring charge or charges as they fall due. Such further charges are to be paid within one month of the date of invoice.

#### **Duration**

8. Under section 125 of the RMA, these consents will lapse five years after the date they are granted unless:
  - (a) The consents are given effect to; or
  - (b) The Council extends the period after which the consents lapse.
9. Permit 40744 (cleanfill discharge consent) shall expire 5 years from the date it is granted unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the RMA.
10. Permit 40746 (earthworks consent) shall expire 5 years from the date it is granted unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the RMA.
11. Permit 40747 (streamworks consent) shall expire 35 years from the date it is granted unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the RMA.

#### **Cleanfill Management Plan**

12. Prior to any cleanfilling / earthworks activities commencing which are authorised by the granting of these consents the consent holder shall provide, for the written approval of the Major Infrastructure Team Manager, a Cleanfill Management Plan (CMP). The CMP shall be prepared in general accordance with Appendix B of the Ministry for Environment guideline "A Guide to the Management of Cleanfills", (MfE, 2002) and also include the following details:

- (a) A plan of the property showing the area to be filled.
- (b) The approximate quantity of material to be deposited, the type of material, the timing and progress of the operation, its operating times and the clean fills completion date.
- (c) An investigation into the stability of the underlying land and its ability to remain stable under increased loadings in all conditions.
- (d) Proposals to ensure the prevention of mass movement of the filled material itself. This will include details on benching, method of compaction, etc.
- (f) Details of traffic generation, size of trucks, vehicle trips per day and approximate truck route within the site.
- (g) Proposals to deal with noise, dust, smoke and other detractions from the amenities of the area.

No works shall commence until the CMP has been approved.

13. The contractor and any subcontractors carrying out the works shall be aware of and understand the contents of the CMP, and a copy of the CMP shall be kept onsite at all times.

#### **Construction Hours**

14. The activity shall be restricted to the following hours:

- 7am – 6pm Monday to Friday
- 8am – 5pm Saturday
- No work Sunday or Public Holidays

#### **Construction Noise and Vibration Management Plan**

15. The activity shall be carried out in accordance with the Construction Noise and Vibration Management Plan (CNVMP) that was prepared for the Hunua 4 project by Fulton Hogan John Holland Joint Venture referenced Construction Noise and Vibration Management Plan – Hunua 4 Watermain Construction Contract No: 4663, dated 4 April 2012 and approved by Auckland Council in May 2012.

#### **Review Condition**

16. Pursuant to section 128 of the RMA the conditions of this consent may be reviewed by the Major Infrastructure Team Manager at the consent holder's cost:

- (i) Following commencement of the consent in order:
  - (a) To deal with any adverse effect on the environment which may arise or potentially arise from the exercise of this consent and which it is appropriate to deal with at a later stage, in particular adverse effects on the amenity of neighbouring properties, hydrological processes, sediment run off and ecology.
  - (b) In the case of a discharge permit or a coastal permit to do something which would otherwise contravene section 15 or 15B of the RMA, to require the adoption of the best practicable option to remove or reduce any adverse effects on the environment, in particular adverse effects on amenity of neighbouring properties, hydrological processes, sediment run off and ecology.

- (ii) At any time, if it is found that the information made available to council in the application contained inaccuracies which materially influenced the decision and the effects of the exercise of the consent are such that it is necessary to apply more appropriate conditions.

**Conditions that relate to consents 40744 (Cleanfill Discharge), 40746 (Earthworks), 40747 (Stream Works)**

**Pre-commencement meeting**

17. At least **5 working days** prior to the commencement of any works authorised by the granting of these resource consents, the Major Infrastructure Team Manager shall be informed in writing of the proposed start date.
18. Prior to any cleanfill earthworks or streamworks commencing on the site in each period between October 1 and April 30 that these consents are exercised, a pre-construction site meeting between Auckland Council and all relevant parties, including the primary contractor shall be arranged and conducted. The meeting shall discuss the cleanfilling operation, the erosion and sediment control measures and any streamworks methodology that is to be carried out and shall ensure all relevant parties are aware of and familiar with the necessary conditions of these consents.

*Notes:*

1. *Commencement of works means the time when the cleanfilling, earthworks and or streamworks, including any site preparation works are to commence.*
2. *Auckland Council representatives should include, but are not limited to, a compliance officer from the Earthworks and Contaminated Land Team, Natural Resources and Specialist Input or appointed consultant working on behalf of the processing officer.*
3. *Any amendments to the erosion and sediment control plan or methodology can be reviewed and confirmed in writing during the pre-construction meeting.*

**Erosion and Sediment Control**

19. That prior to any cleanfilling, earthworks or streamworks commencing at the site which are authorised by the granting of these consents, the consent holder shall provide for the written approval of the Major Infrastructure Team Manager, a final erosion and sediment control plan (ESCP) relevant to all site works associated with the gully fill proposal.
20. All perimeter controls shall be operational before works commence. All 'cleanwater' runoff from stabilised surfaces including catchment areas above the site shall be diverted away from works areas via a stabilised system, so as to prevent surface erosion.
- Advice Note: perimeter controls include cleanwater diversions, silt fences and any other erosion control devices that are appropriate to divert stabilised upper catchment runoff from entering the site, and to prevent sediment-laden water from leaving the site.*
21. The site shall be progressively stabilised against erosion as soon as practicable as earthworks are finished over various areas of the site. Site stabilisation shall mean when the site is covered by a permanent erosion proof ground cover such as aggregate and includes vegetative cover which has obtained a density of more than 80% of a normal pasture sward.
22. If work on site is abandoned, adequate preventative and remedial measures shall be taken to control sediment discharge and shall thereafter be maintained for so long as necessary to prevent sediment discharge from the site. All such measures shall be of a type and to a standard which are to the satisfaction of the Major Infrastructure Team Manager.

**Cleanfill Material**



23. All imported cleanfill material for use in carrying out the works authorised by the granting of consent number 40744, is to be received and deposited in accordance with the Ministry for Environment guidelines titled: "A Guide to the Management of Cleanfills", (MfE, 2002) and in accordance with the "cleanfill" definition as detailed in this document or any updated definition which the applicant has been advised of in writing by the Major Infrastructure Team Manager. Only material meeting the cleanfill definition can be accepted.

#### **Riparian Planting**

24. That within **30 days** of the granting of these consents, the consent holder shall provide for the written approval of the Major Infrastructure Team Manager, a final Mitigation Planting Plan outlining the riparian planting to be undertaken within the site located at 125 Murphy's Road, Flat Bush, Auckland. This report shall include details of the mitigation works to be carried out, including but not limited to the following:
- (i) Plans in A3 format showing the area where 90m of riparian planting within the mitigation site is to be carried out, including a list of species, their locations and densities.
  - (ii) Details regarding timing of works and techniques of weed and plant management measures for a period of no less than 5 years within the mitigation site.
25. The riparian planting required under **conditions 1 and 24** above shall be undertaken within the first planting season following granting of consent 40747.
26. Written confirmation shall be provided to the Major Infrastructure Team Manager, within **60 days** of completion, confirming that the mitigation works have been completed in accordance with **condition 1 and 24** above.
27. All riparian and associated planting to be carried out in accordance with **condition 1 and 24** above shall be eco-sourced from the Tamaki Ecological District and wherever possible, from the immediate vicinity of the mitigation site.

#### **Covenant to protect mitigation riparian planting**

28. As soon as practicably possible, and no longer than 6 months after the granting of consent, the consent holder shall use its best endeavours to procure the landowner to enter into a section 108 Resource Management Act 1991 covenant in favour of Auckland Council to protect an area of riparian planting.

The consent holder shall contact the Major Infrastructure Team Manager to initiate the preparation of the covenant as soon as reasonably possible.

The covenant shall:

- (a) be registered against certificate of title NA134D/523 (being for Lot 1 Deposited Plan 205931, Lot 20 Deposited Plan 159746, Lot 1-6 Deposited Plan 200084 and Section 8 Survey Office) at the consent holders cost;
- (b) be prepared by a Council approved Solicitor at the consent holder's cost;
- (c) show the area of riparian planting on the affected land;
- (d) state that the riparian planting area is to be protected in perpetuity; and
- (e) incorporate terms and conditions to be agreed between the consent holder and the Council.

The consent holder shall provide an updated copy of the certificate of title for the affected land to the Major Infrastructure Team Manager once the covenant is registered.

#### **Stilling Basin Construction**

29. The stilling basin construction and any associated structures which are authorised for installation by the granting of consent 40747, shall be set below the invert level of the existing stream bed to ensure adequate fish passage through the structures are provided for. Fish passage through these structures shall be maintained throughout the duration of this consent.

**Final Channel Alignment**

30. That within **60 days** of practical completion of formation of the final channel alignment and the installation of the structures authorised by the granting of this consent, As-Built Certification and Plans, including long section and cross sectional plans of the completed fill area, the channel alignment and the structures authorised by consent 40747, prepared and signed by a suitably qualified Professional Engineer, shall be provided for the written approval of the Major Infrastructure Team Manager.

**Seasonal Restrictions**

31. No vegetation removal, cleanfilling, earthworks or streamworks on the site shall be undertaken between 30 April and 1 October in any year, without the prior written approval of the Major Infrastructure Team Manager at least two weeks prior to 30 April of any year.
32. Revegetation/stabilisation is to be completed by 30 April in the year of bulk earthworks in accordance with measures detailed in TP90 and any amendments to this document, unless a later date is approved in writing by the Major Infrastructure Team Manager, at least two weeks before 30 April.

**Advice notes**

1. *The consent holder shall obtain all other necessary consents and permits, including those under the Building Act 2004, and the Historic Places Trust Act 1993. This consent does not remove the need to comply with all other applicable Acts (including the Property Law Act 2007), regulations, relevant Bylaws, and rules of law. This consent does not constitute building consent approval. Please check whether a building consent is required under the Building Act 2004. Please note that the approval of this resource consent, including consent conditions specified above, may affect a previously issued building consent for the same project, in which case a new building consent may be required. If not all resource consents have been applied for and Council has not required these consents be sought as part of the consent applications for this proposal, it remains the responsibility of the consent holder to obtain any and all necessary resource consents required under the relevant requirements of the Resource Management Act 1991*
2. *A copy of this consent should be held on site at all times during the establishment and construction phase of the activity. The consent holder is requested to notify Council, in writing, of their intention to begin works, a minimum of seven days prior to commencement. Such notification should be sent to the Major Infrastructure Team Manager and include the following details:*
  - *name and telephone number of the project manager and the site owner;*
  - *site address to which the consent relates;*
  - *activity to which the consent relates; and*
  - *expected duration of works. Why bother having this as an advice note*
3. *If you disagree with any of the above conditions, or disagree with the additional charges relating to the processing of the application you have a right of objection pursuant to sections 357A or 357B of the RMA. Any objection must be made in writing to Council within 15 working days of notification of the decision.*
4. *The granting of this resource consent does not in any way allow the applicant to enter and construct drainage within neighbouring property, without first obtaining the agreement of all owners and occupiers of said land to undertake the proposed works. Any negotiation or agreement is the full responsibility of the applicant, and is a private agreement that does not involve Council. Should any disputes arise between the private parties, these are civil matters, which can be taken to independent mediation or disputes tribunal for resolution. It is recommended that the private agreement be legally documented to avoid disputes arising. To obtain sign-off for the resource consent, the services described by the conditions above are required to be in place to the satisfaction of Council.*

5. *That, in the event of archaeological site evidence (e.g. shells, middens, hangi or ovens, pit depressions, defensive ditches, artifactual material or human bones) being uncovered during construction, operations shall cease in the vicinity of the discovery and the archaeologist, Auckland Council, is contacted so that the appropriate action can be taken before any work may recommence there.*
6. *All archaeological sites are protected under the provisions of the Historic Places Act 1993 (HPA). It is an offence under this Act to destroy, damage or modify any archaeological site, whether or not the site is entered on the New Zealand Historic Places Trust (NZHPT) Register of historic places, historic areas, wahi tapu and wahi tapu areas. Under sections 11 and 12 of the Act, applications must be made to the NZHPT for an authority to destroy, damage or modify an archaeological site(s) where avoidance of effect is not practicable. It is the responsibility of the applicant (consent holder) to consult with the NZHPT about the requirements of the HPA and to obtain the necessary Authorities under the HPA should these become necessary as a result of any activity associated with the proposed development.*
7. *Compliance with the consent conditions will be monitored by Council in accordance with section 36 of the RMA. This will typically include site visits to verify compliance (or non compliance) and documentation (site notes and photographs) of the activity established under the Resource Consent. In order to recover actual and reasonable costs, inspections, in excess of those covered by the base fee paid, shall be charged at the relevant hourly rate applicable at the time.*

**Greg Hill**

**Duty Commissioner:**



**Date:** 4<sup>th</sup> February 2013

**Between**

**MURPHYS DEVELOPMENT LIMITED**

First Covenantor

**WATERCARE SERVICES LIMITED**

Second Covenantor

**and**

**AUCKLAND COUNCIL**

the Council

---

**COVENANT UNDER SECTION 108 RESOURCE  
MANAGEMENT ACT 1991**

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Consent Form

Insert type of instrument  
"Caveat", "Mortgage" etc

Caveat

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage No.)

YIHAO DEVELOPMENTS LIMITED Caveator under Caveat No 102609071

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

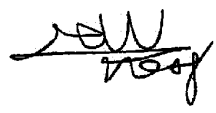
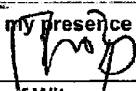
Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to s238(2) of the Land Transfer Act 1952 and without prejudice to the rights and powers existing under the interest of the Consentor, the Consentor hereby consents to the registration of a deed of covenant under section 108 of the Resource Management Act 1991 between Murphys Development Limited and Watercare Services Limited to be registered over certificates of title 637326 and 637330 (North Auckland registry).

Dated this 11<sup>th</sup> day of Feb 2016

Attestation

	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Yang Wang Occupation Sales Address 50 Picton St, Howick, Auckland, 2014, NZ
Signature of Consentor	



Consent Form

Insert type of instrument  
"Caveat", "Mortgage" etc

Caveat

Consentor  
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor  
(eg. Caveator under Caveat no./Mortgagee under Mortgage No.)


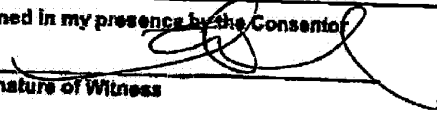
<u>JOY MORE LIMITED</u>	Caveator under Caveat no. 10190680.
-------------------------	-------------------------------------

Consent  
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.  
State full details of the matter for which consent is required.

Pursuant to s238(2) of the Land Transfer Act 1952 and without prejudice to the rights and powers existing under the interest of the Consentor, the Consentor hereby consents to the registration of a deed of covenant under section 108 of the Resource Management Act 1991 between Murphys Development Limited and Waterecare Services Limited to be registered over certificates of title 637326 and 637330 (North Auckland registry).

Dated this 18 day of Feb 2016

Attestation

	Signed in my presence by the Consentor	
	 Signature of Witness	
Signature of Consentor	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	Chien-Yih (Anita) Yang
	Occupation	Barrister & Solicitor Auckland
	Address	





# View Instrument Details



**Instrument No** 10998189.9  
**Status** Registered  
**Date & Time Lodged** 22 March 2018 12:42  
**Lodged By** Henry Solanki, Tammy  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Computer Registers	Land District
801674	North Auckland
801675	North Auckland
801676	North Auckland
801677	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

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## Signature

Signed by Fui Loong Chan as Territorial Authority Representative on 22/03/2018 09:54 AM

\*\*\* End of Report \*\*\*

In the matter of the Resource Management  
Act 1991 (The Act)  
and  
in the matter of a subdivision of land in the  
North Auckland Land  
Registration District shown on  
DP 515396

## CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consents 52055 (SUB60299076) and 52320 (BUN60081973, SUB60300667) to the subdivision of Lots 1 and 5 DP 470922 shown on DP 515396 subject to conditions, including the requirement of the owners of Lots 2 – 5 (inclusive) DP 515396 to comply with the following conditions on a continuing basis at no cost to the Council.

### **Condition 5 – Riparian Margin Planting – Lots 2 – 5 (inclusive) DP 515396**

At the time of subdivision of Lots 2 – 5 (inclusive) DP 515396, riparian margin planting as shown on Precinct Plan 6 – Flat Bush sub-precinct C as part of the Auckland Unitary Plan (operative in Part) shall be undertaken. A ten (10) metre margin of riparian planting shall be undertaken from the side of the stream bank and the planted area shall be offered to Council for vesting. A maintenance period of two years from establishment shall be required and this may involve the consent holder entering into a bond for maintenance purposes.

#### *Advice Note:*

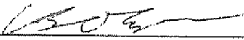
*Once the planting has been undertaken on a subject land in accordance with this consent notice condition and the planted areas vested with Council, the consent holder may apply for the deletion of this consent notice condition under section 221(3) of the Resource Management Act 1991 so that it does not transfer to titles created as part of subsequent subdivisions of the subject land.*

**Condition 11 – Unidentified Contamination – Lot 4 DP 515396**

Prior to any soil disturbance activities in the "Management Area" as shown on Figure 2 (Drawing Number: 0749.002.02) of the report titled "Site Validation Report, Stage 1, 125 Murphys Road, Flat Bush, Auckland" prepared by Focus Environmental Services, dated November 2017 (R1), the extent of the remaining arsenic, lead and zinc contamination on Lot 4 DP 515396 shall be defined and remediated in accordance with those procedures outlined in the report titled "Detailed Site Investigation, Remediation Action Plan and Assessment of Environmental Effects, 125 Murphys Road, Flat Bush, Auckland", by Focus Environmental Services, Dec 2016. An updated Site Validation Report assessing the results shall be provided to the Team Leader, Resource Consents and no further works shall be undertaken until the Team Leader, Resource Consents is satisfied with the details of the Site Validation Report.

Dated at Manukau this 18<sup>th</sup> day of December 2017.

Authenticated by the Council pursuant to  
Section 221(2) of the Resource Management Act 1991



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Christopher Oliphant, Senior Planner

**Authorised officer under delegated authority**



# View Instrument Details

**Instrument No** 10998189.11  
**Status** Registered  
**Date & Time Lodged** 22 March 2018 12:42  
**Lodged By** Henry Solanki, Tammy  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
801674	North Auckland
801675	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

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## 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
- I certify that the Mortgagee under Mortgage 10354966.4 has consented to this transaction and I hold that consent

## Signature

Signed by Fui Loong Chan as Grantor Representative on 03/04/2018 04:20 PM

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## 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 Fui Loong Chan as Grantee Representative on 03/04/2018 04:20 PM

\*\*\* End of Report \*\*\*

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

Sections 90A and 90F, Land Transfer Act 1952

<b>Grantor</b>		<i>Surname(s) must be <u>underlined</u>.</i>	
<b>GREEN CITY DEVELOPMENTS LIMITED</b>			
<b>Grantee</b>		<i>Surname(s) must be <u>underlined</u>.</i>	
<b>GREEN CITY DEVELOPMENTS LIMITED</b>			
<b>Grant of easement or <i>profit à prendre</i> or creation of covenant</b>			
<p><b>The Grantor</b>, being the registered proprietor of the servient tenement(s) set out in Schedule A, <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, <b>or creates</b> the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).</p>			
<b>Schedule A</b>		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right of way</b>	B on DP 515396	Lot 2 DP 515396 (CFR 801674)	Lot 3 DP 515396 (CFR 801675)

**Annexure Schedule**

Insert type of instrument

Easement

Dated 20 March 2018

Page 2 of 2 Pages

*Continue in additional Annexure Schedule, if required.*

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

*Delete phrases in [ ] and insert memorandum number as  
required.*

**Covenant provisions**

*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.~~

~~Annexure Schedule 2.~~



# View Instrument Details

<b>Instrument Type</b>	Caveat against dealings with land under Section 138 Land Transfer Act 2017
<b>Instrument No</b>	12267265.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	12 October 2021 15:05
<b>Lodged By</b>	Ding, Diong Keat

---

<b>Affected Records of Title</b>	<b>Land District</b>
801675	North Auckland

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## Registered Owner

Green City Developments Limited

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## Caveator

Murphys Jixiang Development Limited

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## Estate or Interest claimed

Pursuant to a signed deed of nomination dated 27th September 2021 in which the Caveator was nominated and accepted the nomination to complete the purchase under an agreement for sale and purchase of real estate dated 17th September 2021 between the purchaser and the Registered Owner as vendor.

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## Notice

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

---

## Address for Service of Caveator

Murphys Jixiang Development Limited  
C/- Fortune Manning Lawyers  
PO Box 4139, Shortland Street  
Auckland  
New Zealand  
1140

---

## Address for Registered Owner

Green City Development Limited  
C/- Loo & Koo  
P O Box 99687, Newmarket  
Auckland  
New Zealand  
1149

---



# View Instrument Details

## Caveator Certifications

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

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

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

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

## Signature

Signed by Diong Keat Ding as Caveator Representative on 12/10/2021 03:04 PM

\*\*\* End of Report \*\*\*



941631.1 PROC

Act 1631 (Cabinet)

Suburban Section 1, Opaheke Parish (C.T. 50/44), part Allotment 6, Suburban Section 1, Opaheke Parish (C.T. 1040/7), part Lot 1, D.P. 39592 (C.T. 1374/18), part Lot 1, D.P. 39592 (C.T. 1354/31); Lot 1, D.P. 77420 (C.T. 33D/220), Lot 2, D.P. 77420 (C.T. 33D/221), Lot 3, D.P. 77420 (C.T. 33D/222), Lot 4, D.P. 77420 (C.T. 35D/780), Lot 5, D.P. 77420 (C.T. 33D/223), Lot 6, D.P. 77420 (C.T. 33D/224), Lot 7, D.P. 76140 (C.T. 32C/548), Lot 8, D.P. 77420 (C.T. 33D/225), Lot 9, D.P. 77420 (C.T. 33D/226), Lot 10, D.P. 77420 (C.T. 33D/227), Lot 11, D.P. 77420 (C.T. 33D/244), Lot 12, D.P. 77420 (C.T. 33D/245), Lot 13, D.P. 77420 (C.T. 33D/246), Lot 14, D.P. 77420 (C.T. 33D/247), Lot 15, D.P. 77420 (C.T. 33D/248), Lot 16, D.P. 77420 (C.T. 33D/249), Lot 17, D.P. 77420 (C.T. 33D/263), Lot 18, D.P. 77420 (C.T. 33D/264), part Allotment 8, Suburban Section 1, Opaheke Parish (C.T. 35C/276), Lot 1, D.P. 77990 (C.T. 348/101), part Allotment 9, Suburban Section 1, Opaheke Parish (C.T. 577/46), part Allotment 9, Suburban Section 1, Opaheke Parish, part Allotment 116, Suburban Section 1, Opaheke Parish and Lot 1, D.P. 54045 (Gazette notice 492275/2), part Allotment 28, Hunua Parish (C.T. 261/515), Lots 5 and 6, D.P. 17674 (C.T. 429/235), part Allotment 28, Hunua Parish (C.T. 6C/178), Allotment 248, Hunua Parish (C.T. 3A/1210), Lot 4, D.P. 55480 (C.T. 6C/1131), part Allotment 32, Papakura Parish as shown on D.P. 10383 (C.T. 258/245), Lot 3, D.P. 55480 (C.T. 6C/1130), Lot 5, D.P. 12961 (C.T. 631/77), Lot 3, D.P. 12961 (C.T. 631/120), part Lot 4, D.P. 12961 (C.T. 636/171), Lot 1, D.P. 21397 (C.T. 477/75), part Lot 1, D.P. 12262 (C.T. 1136/171), part Lot 5, D.P. 47911 (C.T. 3D/406), Lot 1, D.P. 42854 (C.T. 1615/76), part Lot 4, D.P. 20982 (C.T. 1145/89), Lot 1, D.P. 42387 (C.T. 1140/61), Lot 5, D.P. 20982 (C.T. 853/200), Lot 2, D.P. 63019 (C.T. 19/20), Lot 7, D.P. 20982 (C.T. 17B/501), Lot 2 being part Allotments 18 and 24, Papakura Parish (C.T. 1806/39), Lot 1, D.P. 74424 (C.T. 30B/1114), Lot 3, being part Allotments 18 and 24, Papakura Parish (C.T. 35C/469), Lot 1, D.P. 14482 (C.T. 740/71), Lot 2, D.P. 25187 (C.T. 587/39), part Lot 1, D.P. 25187 (C.T. 42A/857), part Lot 1 being part Allotment 18, Papakura Parish (C.T. 35C/78), part Allotment 19, Papakura Parish (C.T. 587/40), part Allotment 19, Papakura Parish (C.T. 587/44), part Allotment 19, Papakura Parish (C.T. 587/43), part Clendons Grant as shown on D.P. 51 (C.T. 31C/1328), part Allotments 93, 94 and 95, Manurewa Parish as shown on D.P. 24002 (C.T. 38A/1211), part Lot 1, D.P. 56737 (C.T. 30C/1392), Allotment 34, Manurewa Parish as shown on D.P. 697, part Lot 2, D.P. 16413, and part Lot 1, D.P. 16487 (C.T. 808/133), Allotment 253, Manurewa Parish (C.T. 1011/468), Lot 3, D.P. 54832 (C.T. 6C/837), part Lot 2, D.P. 48950 (C.T. 2C/1143), Lot 1, D.P. 48950 (C.T. 2072/93), Lot 1, D.P. 69592 (C.T. 25C/498), Lot 3, D.P. 50245 (C.T. 12D/244), Lot 4, D.P. 50245 (C.T. 4A/121), part Allotment 130, Pakuranga Parish (C.T. 765/251), Allotment 317, Pakuranga Parish (C.T. 4D/633), part Allotment 127, Pakuranga Parish (C.T. 6C/1378), Lot 1, D.P. 52879 (C.T. 6C/1377), Lot 7, D.P. 78859 (C.T. 34D/641), Lot 8, D.P. 80608 (C.T. 37B/253), Lot 9, D.P. 80608 (C.T. 37B/254), Lot 20, D.P. 80609 (C.T. 37B/267), Lot 21, D.P. 80609 (C.T. 37B/268), Lot 22, D.P. 80609 (C.T. 37B/269), Lot 23, D.P. 80609 (C.T. 37B/270), Lot 16, D.P. 80609 (C.T. 37B/263), Lot 24, D.P. 75076 (C.T. 27C/784), Lot 25, D.P. 75076 (C.T. 30D/668), Lot 26, D.P. 75076 (C.T. 30D/669), Lot 27, D.P. 75076 (C.T. 30D/670), Lot 28, D.P. 75076 (C.T. 30D/671), Lot 29, D.P. 75076 (C.T. 30D/672), Lot 30, D.P. 75076 (C.T. 30D/673), Lot 31, D.P. 75077 (C.T. 30D/678), Lot 32, D.P. 75077 (C.T. 30D/679), Lot 33, D.P. 75077 (C.T. 30D/680), Lot 34, D.P. 75077 (C.T. 30D/681), Lot 35, D.P. 75077 (C.T. 30D/682), Lot 36, D.P. 75077 (C.T. 30D/683), Lot 37, D.P. 75077 (C.T. 30D/684), Lot 38, D.P. 75077 (C.T. 30D/685), Lots 7 and 34, Deeds Plan 31 (C.T. 765/206), Lot 1, D.P. 66730 (C.T. 22D/815), Lot 2, D.P. 66730 (C.T. 22D/816), part Allotment 121, Pakuranga Parish, D.P. 16841 (C.T. 383/278), part Allotment 110, Pakuranga Parish as shown on D.P. 7435 (C.T. 26C/1150), part Allotment 109, Pakuranga Parish (C.T. 589/247), part Lot 15, D.P. 615 (C.T. 128/151), part Lot 15, D.P. 615 (C.T. 129/12), Lot 1, D.P. 81107 (C.T. 37D/193), Lots 11, 12, 13 and 14, D.P. 615 (C.T. 13D/1408), Lot 10, D.P. 615 (C.T. 1649/90), Lot 1, D.P. 46908 (C.T. 1638/19), Lot 1, D.P. 54026 (C.T. 5A/174), Lot 2, D.P. 54026 (C.T. 5A/175), Lot 1, D.P. 45036 (C.T. 1532/63), part Lot 1, D.P. 23052 (Gazette notice 851774/2), part Lot 1, D.P. 23052 (C.T. 616/172), Lot 1, D.P. 67076 (C.T. 22D/1227), Lot 1, D.P. 72925 (C.T. 28D/562), Lot 2, D.P. 72925 (C.T. 28D/563), Lot 5, D.P. 58773 (C.T. 14A/310), Lot 6, D.P. 58773 (C.T. 14A/311), Lot 7, D.P. 58773 (C.T. 14A/312), Lot 8, D.P. 58773 (C.T. 14A/313), Lot 3, D.P. 67894 (C.T. 23B/1461), Lot 2, D.P. 67894 (C.T. 23B/1460), Lot 4, D.P. 67894 (C.T. 23B/1459), Lot 11, D.P. 58773 (C.T. 25D/938), Lot 12, D.P. 58773 (C.T. 14A/317), Lot 13, D.P. 58773 (C.T. 14A/318), Lot 23, D.P. 85660 (C.T. 42D/362), Lot 1, D.P. 85660 (C.T.

42D/356), Lot 1, D.P. 81784 (C.T. 38C/295), Allotment 36, Pakuranga Parish (C.T. 31C/1302), part Allotments 42 and 43, Pakuranga Parish (C.T. 889/115), Lots 2, 3 and 4, Deeds Plan 749 (C.T. 581/211), Lot 1, Deeds Plan 749 (C.T. 581/212), part Allotment 35, Pakuranga Parish, D.P. 1783 (C.T. 914/112), part Bed Tamaki River, Lot 282, D.P. 45394 (C.T. 21D/80), Lot 1, D.P. 66747 (C.T. 24C/259), Lot 1, D.P. 65882 (C.T. 29A/1317), part Hamlins Grant (C.T. 19C/512) and part Hamlins Grant (C.T. 19C/511) situated in Franklin County, Papakura City, Manukau City and Mount Wellington Borough and terminating at a point in Block VI, Otahuhu Survey District approximately 75 metres west of the western side of the Auckland-Hamilton Motorway and approximately 10 metres north of the northern boundary of Lot 9, D.P. 42357 including all adjoining and intervening places, lands, reserves, tracks, road, lakes, rivers, streams and water courses as shown on plans 0/148/24/3014/112 and 0/148/25/7014/104 to 0/148/25/7014/104 (inclusive) as amended by plans 0/148/25/3014/101 to 0/148/25/3014/104 (inclusive) and deposited in the office of the Minister of Energy at Wellington and thereon hatched black.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand this 12th day of June 1981.

W. F. BIRCH, Minister of Energy.

[L.S.] GOD SAVE THE QUEEN!  
(P.W. 29/1/8; Ak. D.O. 27/322/2/0)

**Consenting to Silverpeaks County Council Reclaiming Land from Otago Harbour**

DAVID BEATTIE, Governor-General  
ORDER IN COUNCIL

At the Government House at Wellington this 22nd day of June 1981

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to section 3 of the Otago Harbour Board Lands Vesting Act 1910, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby consents to the Silverpeaks County Council reclaiming from the Otago Harbour the areas marked A and C respectively on the plan marked MD 1670, deposited at the Regional Office of the Ministry of Transport at Christchurch and at the Head Office of the Ministry of Transport at Wellington, such lands being necessary to widen part of Aramona Road along or bounded by the foreshore to not more than 30.175 metres, and to lay out and form the same.

P. G. MILLEN, Clerk of the Executive Council.  
(M.O.T. 54/16/319)

**Declaration that State Forest Land Ceases to be Part of Catlins State Forest Park**

DAVID BEATTIE, Governor-General  
ORDER IN COUNCIL

At the Government House at Wellington this 29th day of June 1981

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to section 63b (2) of the Forests Act 1949, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby declares that the area of State forest land described in the Schedule hereto, having been set apart as part of Catlins State Forest Park by a Proclamation published in *New Zealand Gazette*, 1974, p. 424, hereby ceases to be part of Catlins State Forest Park as from the date of publication hereof.

SCHEDULE  
SOUTHLAND LAND DISTRICT—SOUTHLAND COUNTY  
23,8840 hectares, more or less, being Section 29, situated in Block XI, Waikawa Survey District, as shown on plan G47/6, deposited in Head Office of the New Zealand Forest Service at Wellington. (S.O. 9867).

A. MCLEOD, Acting Clerk of the Executive Council.  
(F.S. 9/7/313)

**Authorising Silverpeaks County Council to Reclaim Land from Otago Harbour**

DAVID BEATTIE  
ORDER IN COUNCIL

At the Government House at Wellington this 22nd day of June 1981

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to section 175 of the Conservation Act 1954, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby authorises the Silverpeaks County Council to reclaim from the Otago Harbour the area marked B on the plan marked MD 1670, deposited at the Regional Office of the Ministry of Transport at Christchurch and at the Head Office of the Ministry of Transport at Wellington.

P. G. MILLEN, Clerk of the Executive Council.  
(M.O.T. 54/16/319)

**Amending a Proclamation of Conservation and River Control in Belmont Survey District**

DAVID BEATTIE  
ORDER IN COUNCIL

At the Government House at Wellington this 22nd day of June 1981

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to section 330A of the Conservation Act 1954, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby amends the Proclamation of Conservation and River Control in Belmont Survey District, the Schedule thereto, and substitutes therefor the Schedule set out in Schedule B hereto, and substituting therefor the area marked B on the plan marked MD 1670, deposited at the Regional Office of the Ministry of Transport at Christchurch and at the Head Office of the Ministry of Transport at Wellington, such lands being necessary to widen part of Aramona Road along or bounded by the foreshore to not more than 30.175 metres, and to lay out and form the same.

P. G. MILLEN, Clerk of the Executive Council.  
(M.O.T. 54/16/319)

**Warrant Appointing a Member of the Electric Power Board**

DAVID BEATTIE  
ORDER IN COUNCIL

At the Government House at Wellington this 26th day of June 1981

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to section 17 of the Electric Power Act 1926, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby appoints as a member of the Electric Power Board, the person named in the Schedule hereto.

SCHEDULE  
The Honourable Sir David Tyerman of Gisborne, chemist, constituent district of the City of Gisborne.

As witness the hand of His Excellency the Governor-General, this 26th day of June 1981.

W. L. YOUNG, Minister of Energy.  
[L.S.] GOD SAVE THE QUEEN!  
(P.W. 96/298000/0; Wn. 1)

941631.1

THE

NEW ZEALAND GAZETTE

Published by Authority

WELLINGTON: THURSDAY, 9 JULY 1981

Company Limited	30 March 1981	1000 Victoria Street, Hamilton.
ings Ltd.	1 April 1981	201 Canterbury Arcade, Queen Street, Auckland 1.
td.	1 April 1981	554 Great King Street, Duncun.
td.	10 March 1981	92 Hinemona Street, Birkenhead.
td.	18 March 1981	Corner Raungitikei and Havill Street, Palmerston North.
td.	18 March 1981	52 Ruataniwha Street, Waipawa.
td.	2 April 1981	113 St. George Street, Papatoetoe.
td.	26 March 1981	49 Queens Drive, Lower Hutt.
td.	30 March 1981	Jellicoe Street, Te Puke.
td.	15 May 1981	117 Bank Street, Whangarei.
td.	26 March 1981	105-109 The Terrace, Wellington.
td.	1 April 1981	4 Exmouth Street, Newton, Auckland.
td.	2 April 1981	47 George Street, Papatoetoe.
td.	1 April 1981	29 Anzac Avenue, Auckland.

CORRIGENDUM

Notice of Intention to Vary Hours of Sale of Liquor at Licensed Premises—Hayek's Bay, Licensing Committee

Public notice with the above heading published in the New Zealand Gazette, dated 19 June 1981, No. 68, pages 1814, 1815 (a) and (b) should read as follows with the addition of the clause (c):

- (c) On every Monday, Tuesday, Wednesday, Thursday, (not being New Year's Eve)—Opening: at 9 o'clock in the morning and closing at 8 o'clock in the evening.
- (d) On every Friday, Saturday and Christmas Eve (not being New Year's Eve)—Opening at 10 o'clock in the morning and closing at 10 o'clock in the evening.
- (e) On every New Year's Eve—Opening at 10 o'clock in the morning and closing at 11.30 o'clock in the evening.

read at Wellington this 29th day of June 1981.

J. F. ROBERTSON, Secretary for Justice.

(Jan. 2/72/5)

CORRIGENDUM

Local Roads Board—Notice Partially Revoking Declaration of State Highway to be a Limited Access Road

Public notice with the above heading published in the New Zealand Gazette, 25 June 1981, No. 73, page 1758, referring to State Highway No. 1 for Waipā (Waihoihoi R) to junction with State Highway No. 12, read "Waipā (Waihoihoi R) to junction with State Highway No. 12."

read at Wellington this 7th day of July 1981.

F. J. TOURELL, Secretary.

(7/11/15)

CORRIGENDUM

Appointment of Maori Wardens Under the Maori Community Development Act 1962.

Public notice published in the New Zealand Gazette of 25 June 1981, No. 73, page 1744 for the words "Peri Johnson" read "Peri Johnston" which last mentioned words were in the original notice signed by the Minister of Maori Affairs.

36/4/2

CORRIGENDUM

Classification of Reserve  
MARLBOROUGH LAND DISTRICT—MARLBOROUGH COUNTY AND BOROUGH OF PICTON—PICTON SCENIC RESERVE

In the notice dated 15 May 1981 and published in the New Zealand Gazette of 4 June 1981, No. 68, page 1573 in the Schedule for "82,4949 hectares..." read "82,6949 hectares..."  
(L. and S. H.O. Res. 8/83/40; D.O. 1,13/19)

Defining the Middle Line of Part of the Oaonui-Auckland Pipeline (Papakura to Westfield Section) in the North Auckland Land District

DAVID BEATTIE, Governor-General  
A PROCLAMATION

PURSUANT to section 71 of the Petroleum Act 1937, I, The Honourable Sir David Stuart Beattie, the Governor-General of New Zealand, hereby proclaim and declare that the middle line of part of the Oaonui-Auckland pipeline (Papakura to Westfield Section) shall be that defined and set forth in the Schedule hereto; and I also declare that this Proclamation shall affect only the lands situated within the limits of the area hatched black on the plan attached to the Proclamation and 0/148/25/3014/101 to 0/148/25/3014/104 (inclusive) referred to in the said Schedule.

SCHEDULE

NORTH AUCKLAND LAND DISTRICT

COMMENCING at Boundary Road and proceeding northerly generally passing in, into, through or over the following lands, namely Lot 1, D.P. 50360 (C.T. 2043/98), part Allotments 40 and 41 and Allotments 44 and 46, Suburban Section 1, Opakeke Parish (C.T. 578/190), Lot 1, D.P. 8331 (C.T. 39D/1034), Lot 2, D.P. 85676 (C.T. 421/400), Lot 1, D.P. 79346 (C.T. 36A/1109), Allotment 49, Suburban Section 1, Opakeke Parish (C.T. 38/15) Allotment 2, Suburban Section 1, Opakeke Parish (C.T. 578/195), D.P. 84150 (C.T. 40B/1089), Lot 2, D.P. 79173 (C.T. 367/436), Lot 1, D.P. 79173 (C.T. 36A/435), Lot 10, D.P. 79173 (C.T. 36A/444), Lot 1, D.P. 84150 (C.T. 40B/1088), Allotment 54, Suburban Section 1, Opakeke Parish (C.T. 578/197), Lot 1, D.P. 49958 (C.T. 1985/95) parts Allotment 1, Suburban Section 1, Opakeke Parish (C.T. 1630/88), part Allotment 1, Suburban Section 1, Opakeke Parish (C.T. 1104/2), Allotment 2,



c	d	e	f
1799/11	330/220	330/221	330/224
PT LOT 1 DP 39592	LOT 1 DP 77420	LOT 2 DP 77420	LOT 3 DP 77420
330/246	330/247	330/248	330/249
LOT 29 DP 77420	LOT 30 DP 77420	LOT 31 DP 77420	LOT 32 DP 77420
			330/276
			PT LOT 33 DP 77420

**CERTIFIED CORRECT**

*[Signature]*  
Assistant Chief Surveyor




ORIGINAL  
SCALES

JOB

OAONU AUCKLAND PIPELINE  
HUNTLY OFFTAKE TO PAPAURA  
MIDDLE LINE PROCLAMATION

APPENDIX A

 Ministry of Works  
and Development

N.C. McLEOD Commis

APPROVED

Y CHECKED DATE

1:2

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THERE IS AN  
AERIAL  
PHOTOGRAPH  
THAT CAN NOT BE  
IMAGED, PLEASE  
REQUEST TO SEE  
THE ORIGINAL.

CT	31C/1328	30C/1392	38A/1211	80B/133	1011/42	6C/897	2C/1143	2072/93	25C/498	12D/244
OWNER	Valley Farms (Manurewa)Ltd	M.T.Burrill Ltd	M.T.Burrill Ltd	M.T.Burrill Ltd	M.T.Burrill Ltd	S.L.Tonkin	Flat Bush Farms Ltd	M.J.Green	Manukau City Council	RB&L.M.Cuy
LESSEE										
LEGAL DESCRIPTION	Pl Clendon's Grant (DP 515)	Pl Lot 1 DP 56737	Pl Allots 23, 24 & 25 Manurewa Rsn (DP 24002)	Allot 34 Manurewa Rsn (DP 2697), Pl Lot 2 DP 16413 & Pl Lot 1 DP 16487	Allot 253 Manurewa Rsn	Lot 3 DP 54852	Pl Lot 2 DP 48950	Lot 1 DP 48950	Lot 1 DP 69592	Lot 3 DP 50245
<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">             Image Quality due to Condition or Original           </div>										
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>AMENDMENTS</p> <p>LOCAL OR TRACING No. 1:10000</p> </div> <div style="text-align: center;"> <p>1:2</p> <p>50m</p> </div> <div style="text-align: center;"> <p>DATE</p> <p>BY</p> <p>APPD</p> <p>DATE</p> </div> </div>										
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>MINISTRY OF WORKS AND DEVELOPMENT</p> <p>CIVIL ENGINEERING</p> <p>HEAD OFFICE</p> <p>PIPELINE PROJECT</p> <p>N.C. McLEOD Commissioner</p> </div> <div style="width: 20%; text-align: center;"> <p>A. G. STIRRAE</p> <p>CIVIL ENGINEER</p> <p>T. O. SHADWELL</p> <p>PROJECT MANAGER</p> <p>APPROVED</p> </div> <div style="width: 20%; text-align: center;"> <p>PIPE LINE TECHNOLOGISTS</p> <p>HOUSTON, TEXAS</p> </div> <div style="width: 30%; text-align: center;"> <p>OAONU I - AUCKLAND</p> <p>PAPAKURA - WEST</p> <p>MIDDLE LINE PROCE</p> </div> </div>										

9/133	Burrill Ltd	101/42	6C/837	2C/1143	2072/93	25C/498	12D/244	4A/121	765/251	4D/683	6C/1378
34-Manurewa 297/ Pt Lot 2 & Pt Lot 1 487	M.T. Burrill Ltd	M.T. Burrill Ltd	S.L. Tonkin	Flat Bush Farms Ltd	M. Green	Manukau City Council	R.B. & L.M. Guy	J.C. Ashcroft & Others	A.M. Leede Limited	I.B. & C.J. Speeding	Carlyle Holdings Ltd
			Lot 3 DP 54832	Pt Lot 2 DP 48950	Lot 1 DP 48950	Lot 1 DP 69592	Lot 3 DP 50245	Lot 4 DP 50245	Pt Allot 130 Pakuranga Fsh	Allot 317 Pakuranga Fsh	Pt Allot 127 Pakuranga Fsh

DATE	A G STIRRA	Ministry of Works and Development		PIPE LINE TECHNOLOGISTS HOUSTON, TEXAS		ORIGINAL SCALES AS SHOWN		FILE
25/10/87	CHIEF CIVIL ENGINEER	CIVIL ENGINEERING		PIPE LINE TECHNOLOGISTS HOUSTON, TEXAS		JOB CODE		SHEET #REV'S
	T G SHADWELL PROJECT MANAGER	HEAD OFFICE		PIPELINE PROJECT		0/148/25 3014		102
	APPROVED	N.C. McLEOD Commissioner						

**OAHUUI - AUCKLAND PIPELINE  
PAPAKURA - WESTFIELD  
MIDDLE LINE PROCLAMATION**



THERE IS AN  
AERIAL  
PHOTOGRAPH  
THAT CAN NOT BE  
IMAGED, PLEASE  
REQUEST TO SEE  
THE ORIGINAL.

CT	1649/90	1638/19	5A/174	5A/175	1532/63	GNB51774-2	616/172	22D/1227	28D/562	28D/563	14A/310	14A/31
OWNER	Robert Sutton Farms Ltd	DINHANA Laisei	Firth Industries Ltd	W.A. Stevenson & A.S. Wall	W.A. Stevenson & A.S. Wall	Post Office (Telephone Exchange)	New Zealand Insurance Co. Ltd	THC Conroy & J.W. McCall	Goode Industries Ltd	Eastport Investments Ltd	Lane Abel Holdings Ltd	N.S. Robb
LEGAL DESCRIPTION	Lot 10 DP 615	Lot 1 DP 46908	Lot 1 DP 54026	Lot 2 DP 54026	Lot 1 DP 45036	Pt Lot 1 DP 23052	Pt Lot 1 DP 23052	Lot 1 DP 67076	Lot 1 DP 72925	Lot 2 DP 72925	Lot 5 DP 58773	Lot 1 DP 58
CT	25D/598	14A/317	14A/318	42D/362	42D/356	38C/295	31C/1302	889/115	581/211	581/212	914/112	No Re
OWNER	McAlpine Prestcold Ltd	Fyfe Investments Ltd	E.V. Richardson	NZ Forest Products Ltd Employees General Superannuation and Sick Benefit Scheme Trust Board	St. John's College Trust Board	J. Fisher & Others	Todd Bros. Ltd	J. Fisher & Others	Neil Construction Ltd & Stella Homes Ltd	Neil Construction Ltd & Stella Homes Ltd	Broadlands Properties Ltd	Crown
LEGAL DESCRIPTION	Lot 11 DP 58773	Lot 12 DP 58773	Lot 13 DP 58773	Lot 23 DP 85660	Lot 1 DP 85660	Lot 1 DP 81784	Allot 36 Raturanga Psh	Fi Allots 42 & 43 Raturanga Psh	Lots 2, 3 & 4 Deeds Plan 749	Lot 1 Deeds Plan 749	Pt Allot 35 Raturanga Psh DP 1782 & Pt Allots Raturanga Psh DP 1783	Pt E Tamaki

DESIGNED		BY	A G STURAT
DRAWN		BY	CHIEF CIVIL ENGINEER
ENG. SUP		BY	T G SHADWELL
RECOMM'D		BY	PROJECT MANAGER
BY		BY	APPROVED
DATE		DATE	

AMENDMENTS

1-101000

5000

MINISTRY OF WORKS and DEVELOPMENT

CIVIL ENGINEERING

HEAD OFFICE

PWELINE PROJECT

P.O. BOX 1000, CHRISTCHURCH

PIPE LINE TECHNOLOGISTS

WILSON, TENG

OAONUI - AUCKLAND

PAPAKURA - WEST


MIDDLE LINE PROJECT


370+980 km 10

616/172	22D/127	28D/562	28D/563	14A/310	14A/311	14A/312	14A/313	23B/1461	23B/1460	23B/1459
New Zealand Insurance Co Ltd	THC Courtney & J.V. McQuay	Goode Industries Ltd	Eastport Investments Ltd	Lane Abel Holdings Ltd	N.S. Robinson	Fund of NZ Nominees Ltd	Masters & Ralfe Ltd	Angus Corp. Ltd	Floreat Development Ltd	MFL Mutual Funds Ltd
Pt Lot 1 DP 23052	Lot 1 DP 67076	Lot 1 DP 72925	Lot 2 DP 72925	Lot 5 DP 58773	Lot 6 DP 58773	Lot 7 DP 58773	Lot 8 DP 58773	Lot 3 DP 67894	Lot 2 DP 67894	Lot 1 DP 67894
31C/1302	889/115	581/211	581/212	914/112	No Regn.	21D/80	24C/259	29A/1317	19C/512	19C/511
Todd Bros. Ltd	J. Fisher & Others	Neil Construction Ltd & Stella Homes Ltd	Neil Construction Ltd & Stella Homes Ltd	Broadlands Properties Ltd	Crown	Mt Wellington Baro' Council	Mt Wellington Baro' Council	Auckland City Council	Auckland City Council	Auckland City Council
Allot 36 Rukuranga Psh	FA Allots 42 & 43 Rukuranga Psh	Lots 2, 3 & 4 Deeds Plan 749	Lot 1 Deeds Plan 749	Pt Allot 39 Rukuranga Psh DP 1782 & FA Allots 59 Rukuranga Psh DP 1783	Pt Bed Tamaki River	Lot 282 DP 45394	Lot 1 DP 66747	Lot 1 DP 65882	Pt Hamilins Grant	Pt Hamilins Grant

**OAONU - AUCKLAND PIPELINE**  
**PAPAKURA - WESTFIELD**  
**MIDDLE LINE PROCLAMATION**  
**370+980 km TO**



ORIGINAL STATES AS SHOWN  
 JOB CODE SHEET REVISION  
 0/143/25 3014 104

  
 Ministry of Works and Development  
 CIVIL ENGINEERING HEAD OFFICE  
 PIPELINE PROJECT  
 100 Maitland Street, Auckland

  
 FIRE LINE TECHNOLOGISTS  
 HUNTER, 1990

Whole numbers only  
 011 321 1111

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THAT CAN NOT BE  
IMAGED, PLEASE  
REQUEST TO SEE  
THE ORIGINAL.

CT	No Regn	307/98	302/277	211/121	303/37	737/262	2D/569	1664/17	1686/74	1089/111
OWNER	Crown	J & M.P. Langford	J & F van Tilburg Ltd.	Aarts Bro. Ltd.	D.E. Warren	D.G. & B.R. White	M.M. Fulton E.S. Dobbs M.W. Hope	N.J. & J.M. Smeed	M.M. Fulton E.S. Dobbs M.W. Hope	J.A. & H. Bell
LESSEE										
LEGAL DESCRIPTION	Waikato River	Pt Allot 42 Tuakau Parish	Lot 2 D.P. 13469	Allot. 32 Tuakau Parish	Lot 1 D.P. 13469	Pt Allot 31 Tuakau Parish	Pt Allot 31 Tuakau Parish	Pt Lot 2 D.P. 44976	Pt Lot 2 D.P. 44976	Lot 1 D.P. 40
		DESIGNED	BY	CHECKED	DATE	 <b>Ministry of Works and Development</b> CIVIL ENGINEERING HEAD OFFICE MAUI PIPELINE PROJECT N. M. E. U. C. P. 1985/1987		 <b>PIPE LINE TECHNOLOGISTS</b> HUNTING TREES		<b>OAONU - AUGKLAND</b> <b>HUNTLY OFF-TAKE TO</b> <b>MIDDLE LINE PROC</b>
AMENDMENTS		RECOMM'D	BY	DATE	APPROVED	A G STIRRA CHIEF CIVIL ENGINEER T G SHADWELL PROJECT MANAGER				

5/10/87

11/10/80

303/37	737/262	20/569	1664/17	1686/74	1089/111	1127/10	661/265	44-C/44	757/69			
D. E. Warren Ltd.	D.G. & B.R. White	M.M. Fulton E. S. Dobbs M.W. Hope	N.J. & J.M. Smeed	M.M. Fulton E. S. Dobbs M.W. Hope	J.A. & H. Bell	H.B. & H.J. Armitage, L.J.B. Dickson, A.D. Grimes, J.D. Ritchie, C.L. Rowseil, A.K. Robertson & J.P. Gallagher	J.W. & N.S. Gracie	L. & C. Kerr	C. & J.E. Wilson			
Lot 1 D.P. 13469	Pt Allot 31 Tuakau Parish	Pt Allot 31 Tuakau Parish	Pt Lot 2 D.P. 44976	Pt Lot 2 D.P. 44976	Lot 1 D.P. 40907	Pt Lot 5 D.P. 32049	Lot 2 D.P. 16252	Lot 3 D.P. 16252	Pt. Allot 19 Tuakau Parish			
A G STIRRAT CHIEF CIVIL ENGINEER	Ministry of Works and Development CIVIL ENGINEERING	PIPE LINE TECHNOLOGISTS HOUSTON, TEXAS	OAKLAND - AUCKLAND PIPELINE HUMTLY OFF-TAKE TO PUKEKOHE MIDDLE LINE PROCLAMATION							AS SHOWN	REVISION	
T G SHADWELL PROJECT MANAGER	HEAD OFFICE MAUI PIPELINE PROJECT									0/148 / 24	3014	108
APPROVED												

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C T	757/69	181/28	38A/34	363/729	DI 17A/353	261/201	767/286	970/244	970/243	572/212	572/211	572/210	41D/356	18D/1227	DR11A/496	572/215	44-C/634	572/204	1087/46	
OWNER	C & J.E. Wilson Lot 1 D.P. Tuakau Bsh.	A & A Welch Ltd.	N.Z. Marist Bro. Trust Board	A & A Welch Ltd.	A & A Welch Ltd.	W.C. & V. Larsen	W.H. Dittmer	J.W. Campbell	G.D. & B.E. Barnett	G.M. Moy & M.J. Ryan	C.L. Wilcox	R.N. Reube c. Mundt	J & A.M. Whitford	Harris (last name & name)	M.K. & E.R. Quinn	M.A. Dean	W.J.G. PA Kane	J.R. & A.M. Coyle		
LESSEE																				
LEGAL DESCRIPTION	Pt Allot 19 Tuakau Bsh.	Lot 1 D.P. 5087	Allots 79,79 Tuakau Bsh.	Lot 1 D.P. 79520	Pt Allot 33 Rukelake Bsh.	Pt Allot 33 Rukelake Bsh.	Pt Allot 33 Rukelake Bsh.	Pt Allot 33 Rukelake Bsh.	Pt Allot 33 Rukelake Bsh.	Pt Allot 32 Rukelake Bsh.	Pt Allot 32 Rukelake Bsh.	Pt Allot 109 Rukelake Bsh.	Pt Allot 32 Rukelake Bsh.	Pt Allot 31 Rukelake Bsh.	Pt Allot 32 Rukelake Bsh.	Pt Allot 31 Rukelake Bsh.	Pt Allot 31 Rukelake Bsh.	Pt Allot 41 Rukelake Bsh.	Pt Allot 41 Rukelake Bsh.	Lot 2 D.P. 40556

DESIGNED	BY	CHECKED	DATE
DRAWN			
DRG. SUP			
ENG. SUP			
RECOMM'D			
AMENDMENTS	BY	APPR'D.	DATE

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5/11/01

1:10000



PIPE LINE  
TECHNOLOGISTS  
HAMILTON, N.Z.

**Ministry of Works  
and Development**

CIVIL ENGINEERING

HEAD OFFICE

MAUI PIPELINE  
PROJECT

**A G STIRRAT**

CHIEF CIVIL ENGINEER

**T. G SHADWELL**

PROJECT MANAGER


APPROVED


**OAONU - AUCKLAND**

**HUNTLY OFFTAKE TO**

**MIDDLE LINE PROJECT**



970/244	970/243	572/212	572/211	572/210	410/356	180/1227	DR 11A/496	572/215	44-C/634	572/204	1087/46	26A/236	544/20	1167/90	899/71	44-C/804	673/252	20C/355	44C/594	38C/393
W.H. Dittmer	J.W. Campbell	G.D. & B.E. Barnett	G.M. Moy & M.J. Ryan	C.L. Wilcox	R.N. Reube C. Mundt	J.A.M. Whitford	Harris (last recorded name)	M.K. & E.R. Quinn	M.A. Dean	W.J.G. & P.A. Kane	J.R. & A.M. Coyle	J.H. & M.A. Stevenson	B.S. Wyness	J.E.H. Haldane	C.J. Middlemiss	C.M.P. Elliott	H.L. Nixon	M. Parslow	D.A. & L.L. Lawrie	M. Kenzie Engineering Ltd.
Pt Allot 33 Pukekohe Bsh.	Pt Allot 33 Pukekohe Bsh.	Pt Allot 32 Pukekohe Bsh.	Pt Allot 32 Pukekohe Bsh.	Pt Allot 32 Pukekohe Bsh.	Pt Allot 32 Pukekohe Bsh.	Pt Allot 31 Pukekohe Bsh.	Pt Allot 32 Pukekohe Bsh.	Pt Allot 31 Pukekohe Bsh.	Pts Allot 31 Pt Allot 41 Pukekohe Bsh.	Pt Allot 41 Pukekohe Bsh.	Lot 2 D.P. 40556	Lot 1 D.P. 40556	Pt Allot 10 Pukekohe Bsh.	Allot 103 Pukekohe Bsh.	Pt Allot 10 Pukekohe Bsh.	Pt Allots 10 & 27 Pukekohe Bsh.	Lot 3 D.P. 26124	Pt Lot 1 D.P. 52223 Pt Lot 1 D.P. 26124	Pt Lot 2 D.P. 52223	Lot 1 D.P. 1815
DATE	A G STIRRA CIVIL ENGINEER		Ministry of Works and Development CIVIL ENGINEERING		 PIPE LINE TECHNOLOGISTS ASSOCIATION 1945		OAO NUI - AUCKLAND PIPELINE HUNTLY OFFTAKE TO PUKEKOHE MIDDLE LINE PROCLAMATION		ORIGINAL SCALES	AS SHOWN	F.L.F.							REVISION		
	T G SHADWELL PROJECT MANAGER		HEAD OFFICE MAUI PIPELINE PROJECT																3014	109
	APPROVED																		10/148/24	


  
 PIPE LINE  
 TECHNOLOGISTS  
 ASSOCIATION 1945

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 FLOORING ST. 14

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C T	36B/840	36B/841	42A/378	970/260	28C/4435	210B/63	43B/682	1095/206	466/280	1093/106	468/866	874/220	759/103	16A/1037	16A/1038	366/153	21C/850	1851/95	21C/844	
OWNER	W.H. McMillen	R.J. McMillen	I.R. Jensen	C.W. Jensen	R.R. Sherlock J.D. Sherlock G.L. Hopkins D.R. Hopkins	The St. Stephens & Queen Victoria Sch. Trust Bd	R.R. Sherlock J.D. Sherlock G.L. Hopkins D.R. Hopkins	J. Nelson Ingram Ltd.	G.A. & P.E. Powell	J. Nelson Ingram Ltd.	J. Nelson Ingram Ltd.	P.D. & H.M. Cole A.R. F.M. Cole	Ingram Farms Ltd.	Koyas Farms Ltd.	C.G. & S.R. Archer	A.L. & P.L. Boyd	D.J. & E.B. Merryweather	A.J. Brausch	E.J. & P.B. Robson	L.G. & L.L. Agate
LESSEE																				
LEGAL DESCRIPTION	Lot 1 D.P. 79559	Lot 2 D.P. 79559	Pt Allot 26 Ruakohu Psh.	Pt Allot 7 Ruakohu Psh.	Lot 1 D.P. 13519	Lots 2 & 4 D.P. 13519 & Pt B. D.P. 6559	Pt Lot 7 D.P. 8631	Lot 2 D.P. 24147	Lot 1 D.P. 20940	Lot 6 D.P. 24147	Lot 1 D.P. 89385	Lot 3 D.P. 24147	Pt Allot 57 Opahetke Psh.	Pt Allot 19 Opahetke Psh.	Pt Allot 49 Opahetke Psh.	Pt Lot 2 D.P. 8057	Lot 1 D.P. 64854	Pt Allots 47 & 48 Opahetke Psh.	Pt Lot 1 D.P. 35515	

		<b>OAONU - AUCKLAND</b> <b>HUNTLY OFFTAKE</b> <b>MIDDLE LINE F</b>	
<b>Ministry of Works and Development</b> CIVIL ENGINEERING HEAD OFFICE MAUI PIPELINE PROJECT		PIPE LINE TECHNOLOGISTS 100/100/100/100	
<b>A G STIRRAT</b> CHIEF CIVIL ENGINEER		<b>T G SHADWELL</b> PROJECT MANAGER APPROVED	
DESIGNED	DRAWN	ENG. SUP.	RECOMM.
BY	DATE	BY	DATE
AMENDMENTS 1-10000			

382	1093/206	466/280	1093/106	468/866	874/220	759/103	16A/1037	16A/1038	366/153	21C/850	1851/95	21C/849	1851/96	1851/94	1844/29	7C/1090	1505/78	593/288	42B/1180	31C/711	26A/1214								
Block Kins Kins	J. Nelson Ingram Ltd. Powell	G.A. & P.E. Powell	J. Nelson Ingram Ltd.	PD & HM Cole A. & F.M. Cole	Ingram Farms Ltd.	Koyes Farms Ltd.	C.G. & S.R. Archer	A.L. & P.L. Boyd	D.J. & E.B. Merryweather	A.J. Brausch	E.J. & P.B. Robson	L.G. & L.L. Agate	E.J. & P.B. Robson	E.J. & P.B. Robson	B.A. Reid	A.R. Reid	A.R. Reid	J.T., R., M. & A. Shack	Public Trustee	D.J. Gilbert	D.J. Gilbert								
7 31	Lot 2 D.P. 24147	Lot 1 D.P. 20940	Lot 6 D.P. 24147	Lot 1 D.P. 89355	Lot 3 D.P. 24147	Pt Allot 57 Opaheke Psh.	Pt Allot 49 Opaheke Psh.	Pt Allot 49 Opaheke Psh.	Pt Lot 2 D.P. 8057	Lot 1 D.P. 64854	Pt Allots 47 & 48 Opaheke Psh.	Pt Lot 1 D.P. 55515	Pts Allot 276 & Pt Allot 267 Opaheke Psh.	Pt Allot 277 Opaheke Psh.	Lot 1 D.P. 47271	Pt Allot 49 Opaheke Psh.	Pt Allot 49 Opaheke Psh.	Pt Allot 48 Opaheke Psh.	Pt Allot 48 Opaheke Psh.	Pt Allot 44 Opaheke Psh.	Pt Lot 1 D.P. 46332								
DATE	A G STIRRA CHIEF CIVIL ENGINEER		Ministry of Works and Development CIVIL ENGINEERING HEAD OFFICE MAUI PIPELINE PROJECT		 PIPE LINE TECHNOLOGISTS WILSON 1945		<b>OAONU - AUCKLAND PIPELINE HUNTLY OFFTAKE TO PAPAURA</b>  <b>MIDDLE LINE PROCLAMATION</b>															AS SHOWN		0/148/24		3014		110	


  
 PREPARED BY: [Name]

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CT	26A/1214	1117/134	778/200	778/201	8C/144	778/203	26C/835	228/251	45C/576	45A/636	263/237	758/56 Cancelled	19C/214	16D																														
OWNER	D.J. Gilbert	E.M. Burns I.M. Wood B.G. Webb	L.D. & M.T. Pettifer	E.O. Finlay	R.J. & G.A. Adams	R.J. & G.A. Adams	R.G. McEldowney Ltd.	R.J. & G.A. Adams	M. & P.H. Rogers	H.A.R. & C.I. Eyre	Motorway	Crown Land	D.R. Fraser	Electr																														
LESSEE												R.G. McEldowney																																
LEGAL DESCRIPTION	Pt Lot 1 D.P. 48332	Pt Allot 44 Opaheke Psh.	Pt Allot 42 Opaheke Psh.	Pt Allot 42 Opaheke Psh.	Pt Lot 3 D.P. 55929	Pt Allot 42 Opaheke Psh.	Pt Allot 224 & Allots 579 & 330 Opaheke Psh.	Allot 324 Opaheke Psh.	Lot 1 D.P. 88017	Pt Allot 329 Opaheke Psh.	Allotment 331 Opaheke Psh.	Allots 58, 77 & N 79 Opaheke Parish	Allot 59 Opaheke Psh.	Pt Lot D.P. 62																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 15%; vertical-align: top;">AMENDMENTS</td> <td style="width: 10%;">BY</td> <td style="width: 10%;">APPR'D.</td> <td style="width: 10%;">DATE</td> <td style="width: 10%;">BY</td> <td style="width: 10%;">CHECKED</td> <td style="width: 10%;">DATE</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>														AMENDMENTS	BY	APPR'D.	DATE	BY	CHECKED	DATE																								
AMENDMENTS	BY	APPR'D.	DATE	BY	CHECKED	DATE																																						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="4" style="width: 15%; vertical-align: top;">  <b>Ministry of Works and Development</b> </td> <td style="width: 10%; text-align: center;"><b>A G STIRRA</b></td> <td style="width: 10%; text-align: center;"><b>CHIEF CIVIL ENGINEER</b></td> <td style="width: 10%; text-align: center;"><b>T G SHADWELL</b></td> <td style="width: 10%; text-align: center;"><b>PROJECT MANAGER</b></td> <td style="width: 10%; text-align: center;"><b>APPROVED</b></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">CIVIL ENGINEERING</td> <td colspan="2" style="text-align: center;">HEAD OFFICE</td> <td colspan="2" style="text-align: center;">PROJECT</td> <td style="text-align: center;">MAUI PIPELINE</td> </tr> <tr> <td colspan="7" style="text-align: center;">  <b>PIPE LINE TECHNOLOGISTS</b>  <small>MEMBERSHIP NO. 1455</small> </td> </tr> <tr> <td colspan="7" style="text-align: center;"> <b>QAONUI - AUCKLAND</b>  <b>HUNTLY OFFTAKE TO PA</b>  <b>MIDDLE LINE PROCLA</b> </td> </tr> </table>														 <b>Ministry of Works and Development</b>	<b>A G STIRRA</b>	<b>CHIEF CIVIL ENGINEER</b>	<b>T G SHADWELL</b>	<b>PROJECT MANAGER</b>	<b>APPROVED</b>			CIVIL ENGINEERING		HEAD OFFICE		PROJECT		MAUI PIPELINE	 <b>PIPE LINE TECHNOLOGISTS</b> <small>MEMBERSHIP NO. 1455</small>							<b>QAONUI - AUCKLAND</b> <b>HUNTLY OFFTAKE TO PA</b> <b>MIDDLE LINE PROCLA</b>								
 <b>Ministry of Works and Development</b>	<b>A G STIRRA</b>	<b>CHIEF CIVIL ENGINEER</b>	<b>T G SHADWELL</b>	<b>PROJECT MANAGER</b>	<b>APPROVED</b>																																							
	CIVIL ENGINEERING		HEAD OFFICE		PROJECT		MAUI PIPELINE																																					
	 <b>PIPE LINE TECHNOLOGISTS</b> <small>MEMBERSHIP NO. 1455</small>																																											
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CT	6C/1378	6C/1377	34D/641	37B/253	37B/254	37B/267	37B/268	37B/269	37B/270	37B/263	27C/784	30D/668	30D/
OWNER	Carlyle Holdings Ltd	M.W. Lister	H.C. & S.C. Dearing	K.R. & J.G. Mitchell	D.A. & M.M. Curlett	V.R. & V.L. Peach	O.L. & J.E. King	J.L. & V.P. Brace	M.R. & H.D. Higgins	A.R. & C.A. Astell	Manukau City Council	R.P. & D.O. Baillie	F.J. & E. Shalla
LESSEE													
LEGAL DESCRIPTION	Pt Allot 127 Pakuranga Psh.	Lot 1 D.P. 52879	Lot 7 D.P. 78859	Lot 8 D.P. 80608	Lot 9 D.P. 80608	Lot 20 D.P. 80609	Lot 21 D.P. 80609	Lot 22 D.P. 80609	Lot 23 D.P. 80609	Lot 16 D.P. 80609	Lot 24 D.P. 75076	Lot 25 D.P. 75076	Lot 26 D.P. 75076
CT	30D/679	30D/680	30D/681	30D/682	30D/683	30D/684	30D/685	765/206	22D/815	22D/816	383/278	26C/1150	589/2
OWNER	Broadlands Properties Ltd.	W.M. & B. Roberts	R.G. & H.S. Forbes	V. Nugent	Broadlands Properties Ltd.	R. & M.L. Ingram	O.L. & N.A. Byers	D.W.H. & K.M. Fisher	R.W.A. & K.E. French	C.A. French	State Housing	E.H. Athy	Warren F. Ltd.
LESSEE													
LEGAL DESCRIPTION	Lot 32 D.P. 75077	Lot 33 D.P. 75077	Lot 34 D.P. 75077	Lot 35 D.P. 75077	Lot 36 D.P. 75077	Lot 37 D.P. 75077	Lot 38 D.P. 75077	Lots 7 & 54 Deeds Plan 31	Lot 1 D.P. 66730	Lot 2 D.P. 66730	Pt. Allot. 121 Pakuranga Psh. D.P. 16841	Pt. Allot. 110 Pakuranga Psh. D.P. 7435	Pt. Allot. Pakuranga



**PIPE LINE TECHNOLOGISTS**  
 1001/10N, 1E, 4AS

**Ministry of Works and Development**  
 CIVIL ENGINEERING  
 HEAD OFFICE  
 PIPELINE PROJECT

**A G STIRRAIT**  
 CHIEF CIVIL ENGINEER

**T G SHADWELL**  
 PROJECT MANAGER  
 APPROVED

DESIGNED	CHECKED	DATE
DRAWN		
DRG. SUP.		
ENG. SUP.		
RECOMM'D		

**AMENDMENTS**


NO.	APPROVED DATE

**OAONU - AUCKLAND**  
**PAPAKURA - WESTFIELD**  
**MIDDLE LINE PROCLA**  
**366+559 km TO 370+5**

B/254	37B/267	37B/268	37B/269	37B/270	37B/263	27C/784	30D/668	30D/669	30D/670	30D/671	30D/672	30D/673	30D/678
V.R. & V.L. Peach	O.L. & J.E. King	J.L. & V.P. Bruce	M.R. & H.D. Wiggins	A.R. & C.A. Astell	Manukau City Council	R.P. & D.O. Baillie	F.J. & E. Shallard	Broadlands Properties Ltd.	K.H. & J.L. Johnston	C.H. Leeden	C.B. & K.G. Young	I.S. & J.P. North	
Lot 20 D.P. 80609	Lot 21 D.P. 80609	Lot 22 D.P. 80609	Lot 23 D.P. 80609	Lot 16 D.P. 80609	Lot 24 D.P. 75076	Lot 25 D.P. 75076	Lot 26 D.P. 75076	Lot 27 D.P. 75076	Lot 28 D.P. 75076	Lot 29 D.P. 75076	Lot 30 D.P. 75076	Lot 31 D.P. 75077	
30D/684	30D/685	765/206	22D/815	22D/816	383/278	26C/1150	589/247	128/151	129/12	37D/193	13D/1408		
R. & M.L. Ingram	O.L. & N.A. Byers	D.W.H. & K.M. Fisher	R.W. & K.E. French	C.A. French	State Housing	E.H. Athy	Warren Fowler Ltd.	A.H. & D.J. Somerville	Robert Sutton Farms Ltd.	Broadlands Properties Ltd	Robert Sutton Farms Ltd.		
Lot 37 D.P. 75077	Lot 38 D.P. 75077	Lots 7 & 54 Deeds Plan 31	Lot 1 D.P. 66730	Lot 2 D.P. 66730	Pt. Allot. 121 Pakuranga Psh. D.P. 16841	Pt. Allot. 110 Pakuranga Psh. D.P. 7435	Pt. Allot. 109 Pakuranga Psh.	Pt Lot 15 D.P. 615	Pt Lot 15 D.P. 615	Lot 1 D.P. 81107	Lots 11, 12, 13 & 14 D.P. 615		
<p style="text-align: center;"><b>OAONU - AUCKLAND PIPELINE PAPAKURA - WESTFIELD</b></p> <p style="text-align: center;"><b>MIDDLE LINE PROCLAMATION 366+559 km TO 370+980 km</b></p>													
<p style="text-align: center;"><b>Ministry of Works and Development</b></p> <p style="text-align: center;">CIVIL ENGINEERING HEAD OFFICE PIPELINE PROJECT</p>													
<p style="text-align: center;">A G STIRRA CHIEF CIVIL ENGINEER</p> <p style="text-align: center;">T G SHADWELL PROJECT MANAGER</p> <p style="text-align: center;">APPROVED</p>													
<p style="text-align: center;"><b>PIPE LINE TECHNOLOGISTS</b> REGISTRATION 11345</p>													
<p style="text-align: center;">ORIGINAL SCALES AS SHOWN</p>													
<p style="text-align: center;">0/148/25 3014 103</p>													


  
 PIPE LINE TECHNOLOGISTS  
 REGISTRATION 11345

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AERIAL  
PHOTOGRAPH  
THAT CAN NOT BE  
IMAGED, PLEASE  
REQUEST TO SEE  
THE ORIGINAL.

648/26	35D/811	75/127	18C/68	18C/70	18C/69	21D/541	21D/542	26C/575	1D/984	18B/668	42A/624	42A/625	1056/103	42A/6	
N. G. Stricklett	J. & T. Faber	T.H. & S.M. Brooks J.K. Johnston	A.M. Flanagan	K.A. Henry	M.J. & M.M. Rogers	M.J. & S.C. Shale	I. & B.H. Smale	T.H. & J. Lowe	R.W. & F. Brooks	R.W. Brooks	E.S.G. Appleby	E.S.G. Appleby	N. Hayes M. Geraghty	E.S.G. Apt	
Lot 39 D.P. 119	Lot 38 D.P. 119	Lot 37 D.P. 119	Lot 1 D.P. 61791	Lot 3 D.P. 61791	Lot 2 D.P. 61791	Lot 3 D.P. 62165	Lot 4 D.P. 62165	Lot 1 D.P. 59324 Pt Lot 3 D.P. 119	Lot 2 D.P. 59324	Lot 10 & Pt Lot 9 D.P. 119	Pt Lot 11 D.P. 119	Lot 12 D.P. 119	Pt Allot 23 Opapeke Psh.	Lot 13 D.P.	
26D/400	645/78	522/44	21B/1317	978/20	522/36	10A/453	2043/98	578/190	39D/1034	42D/400	36A/1109	3B/5	578/195	40B/11	
Ness Valley Farms Ltd.	Dunollie (Rapakura) Ltd.	J.W. & D.S.C. Walton	J.T. & E.M. Sanderson	J.T. & E.M. Sanderson	J.T. & E.M. Sanderson	H.M. & K.T. Walker, J. Quigley & O. L.D. Clarridge	Bunting and Co. Ltd.	Hume Industries (N.Z.) Ltd.	Cadbury, Schwepes, Hudson Ltd *	K. Croakery Ltd	The Popakura Club Inc.	Printing & Packaging Corp Ltd Christchurch	B. & B. Concrete Co. Ltd.	Baker Developn Ltd.	
Lots 18 & 69 D.P. 119	Pt Allot 21 Opapeke Psh. D.P. 744	Pt Allot 18 Opapeke Psh.	Pt Lot 2 D.P. 34897	Lot 1 D.P. 34897	Pt Allot 18 Opapeke Psh.	Pt Lot 2 & Lot 3A Deeds Plan 41	Lot 1 D.P. 50360	Pt Allots 40 & 41 & Allots 44 & 46 Sub. Sec. 1 Opapeke Psh.	Lot 1 D.P. 83521	Lot 2 D.P. 85676	Lot 1 D.P. 79346	Allot 49 Sub. Sec. 1 Opapeke Psh.	Allot 48 Sub. Sec. 1 Opapeke Psh.	Lot 2 D.P. 84150	
LEGAL DESCRIPTION	LEGAL DESCRIPTION														
OWNER	OWNER														
LESSEE	LESSEE														
DESIGNED	DRAWN	DRG SUP	ENG SUP	RECOMM'D											
A G STIRRAI					A G STIRRAI		Ministry of Works and Development		 PIPE LINE TECHNOLOGISTS AUCKLAND 1145		OANUI - AUCKLAND PIPE				
CHIEF CIVIL ENGINEER					CHIEF CIVIL ENGINEER		CIVIL ENGINEERING		HEAD OFFICE		HUNTLY OFFTAKE - PAPA KAI				
T G SHADWELL					T G SHADWELL		MAUI PIPELINE PROJECT		MAUI PIPELINE PROJECT		MIDDLE LINE PROCLAMA				
APPROVE					APPROVE										

1-30000

9-07

