



CSD Plan - SO 524745

Survey Number SO 524745
Surveyor Reference 9417 - TURNBULL ST
Surveyor Peter Alan Maunder
Survey Firm AdamsonShaw (Wellington)
Surveyor Declaration

Survey Details

Dataset Description SECTIONS 1-4
Purpose Legalisation
Status Initiated
Land District Wellington
Meridional Circuit Wellington 2000

Type	Survey
Survey Class	Class A

Survey Dates

Surveyed Date	23/05/2018	Certified Date
Submitted Date		Survey Approval Date
Deposit Date		

Referenced Surveys

Survey Number	Land District	Bearing Correction
DP 5859	Wellington	-0°01'00"
DP 4659	Wellington	-0°01'00"
DP 351431	Wellington	0°00'00"
DP 491332	Wellington	0°00'00"

Territorial Authorities

Wellington City

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
CSC Parcel Number: 1	Road		
Section 1 Survey Office Plan 524745	Legalisation	0.0142 Ha	
Section 2 Survey Office Plan 524745	Road	0.0022 Ha	
Section 4 Survey Office Plan 524745	Legalisation	0.0338 Ha	
Section 3 Survey Office Plan 524745	Legalisation	0.0346 Ha	
Total Area		0.0848 Ha	

Mark and Vector

Survey Number SO 524745
Meridional Circuit Wellington 2000

From	To	Code	Bearing	Adpt Surv	Distance	Adpt Surv	Class
SP 1 DP 491332	SS XXIII (cu) SO 16045	ob0	69°00'15" M		85.47	M	
SS XXIII (cu) SO 16045	IR II DP 491332	ob1	327°25'00" A	DP 491332	79.72	A DP 491332	
IR II DP 491332	IS III LT 450917	ob13	243°01'45" A	DP 491332	35.43	A DP 491332	
IS III LT 450917	LP 5 SO 461178	ob14	245°19'30" A	DP 491332	38.865	A DP 491332	
LP 5 SO 461178	SP 1 DP 491332	ob15	155°22'00" A	DP 491332	72.06	A DP 491332	
SS XXIII (cu) SO 16045	IS I DP 5859	ob2	245°51'57" A	DP 5859	12.25	A DP 5859	
IS I DP 5859	IS VII DP 4659	ob36	245°51'57" A	DP 4659	10.52	A DP 4659	
IS VII DP 4659	IS VI DP 4659	ob16	245°51'57" A	DP 4659	8.14	A DP 4659	
IS VI DP 4659	IS V DP 4659	ob17	245°51'57" A	DP 4659	20.85	A DP 4659	
IS V DP 4659	SS XXII (fe) SO 16045	ob20	245°51'57" A	DP 4659	45.14	A DP 4659	
IS VI DP 4659	IS VIII DP 4659	ob18	158°10'00" A	DP 4659	18.68	A DP 4659	
IS VIII DP 4659	PEG DP 4659	ob25	149°16'00" A	DP 4659	6.90	A DP 4659	
PEG DP 4659	PEG DP 4659	ob26	156°19'00" A	DP 4659	6.26	A DP 4659	Class A
PEG DP 4659	IS III DP 4659	ob27	107°26'00" A	DP 4659	9.27	A DP 4659	
IS III DP 4659	IS IV DP 4659	ob29	270°57'40" A	DP 4659	17.25	A DP 4659	
IS IV DP 4659	IS V DP 4659	ob30	314°11'20" A	DP 4659	32.94	A DP 4659	
SS XXIII (cu) SO 16045	IS III DP 351431	ob3	276°57'40" M		12.53	M	
IS III DP 351431	IT V DP 351431	ob46	331°20'40" A	DP 351431	33.89	A DP 351431	
IT V DP 351431	IS II DP 351431	ob48	253°27'00" A	DP 351431	30.43	A DP 351431	
IS II DP 351431	SP 1 DP 351431	ob49	162°00'50" A	DP 351431	37.98	A DP 351431	
SP 1 DP 351431	IS IV DP 76023	ob50	230°34'40" A	DP 351431	40.98	A DP 351431	
IS IV DP 76023	SS XXIII (cu) SO 16045	ob51	63°03'10" A	DP 351431	87.28	A DP 351431	
IS VI DP 4659	PEG DP 4659	ob19	150°22'00" A	DP 4659	3.21	A DP 4659	
PEG DP 4659	IS 2 SO 524745	ob21	65°04'00" C		3.67	C	Class A
IS 2 SO 524745	PEG DP 4659	ob23	65°04'00" C		5.53	C	Class A
PEG DP 4659	PEG 1 SO 524745	ob56	65°16'30" C		3.17	C	Class A
PEG 1 SO 524745	PEG DP 5859	ob32	65°16'30" A	DP 5859	6.02	C	Class A
PEG DP 5859	DISK 7 SO 524745	ob33	65°16'30" A	DP 5859	3.88	C	Class A
DISK 7 SO 524745	DISK 6 SO 524745	ob35	65°16'30" C		14.23	C	Class A
DISK 6 SO 524745	SS XXIII (cu) SO 16045	ob37	271°19'00" M		6.55	M	
IS III DP 351431	DISK 4 DP 351431	ob47	274°42'00" A	DP 351431	1.55	A DP 351431	
DISK 4 DP 351431	IS 5 SO 524745	ob52	65°06'30" A	DP 351431	3.93	C	Class A
IS 5 SO 524745	PEG 8 SO 524745	ob53	65°06'30" C		13.97	C	Class A
PEG 8 SO 524745	DISK 6 SO 524745	ob55	155°16'30" C		10.26	C	Class A
IS 5 SO 524745	DISK 7 SO 524745	ob54	156°47'00" C		10.22	C	Class A
IS 2 SO 524745	PEG 3 SO 524745	ob24	155°04'00" C		2.50	C	Class A
PEG 3 SO 524745	PEG 9 SO 524745	ob38	65°04'00" C		5.47	C	Class A

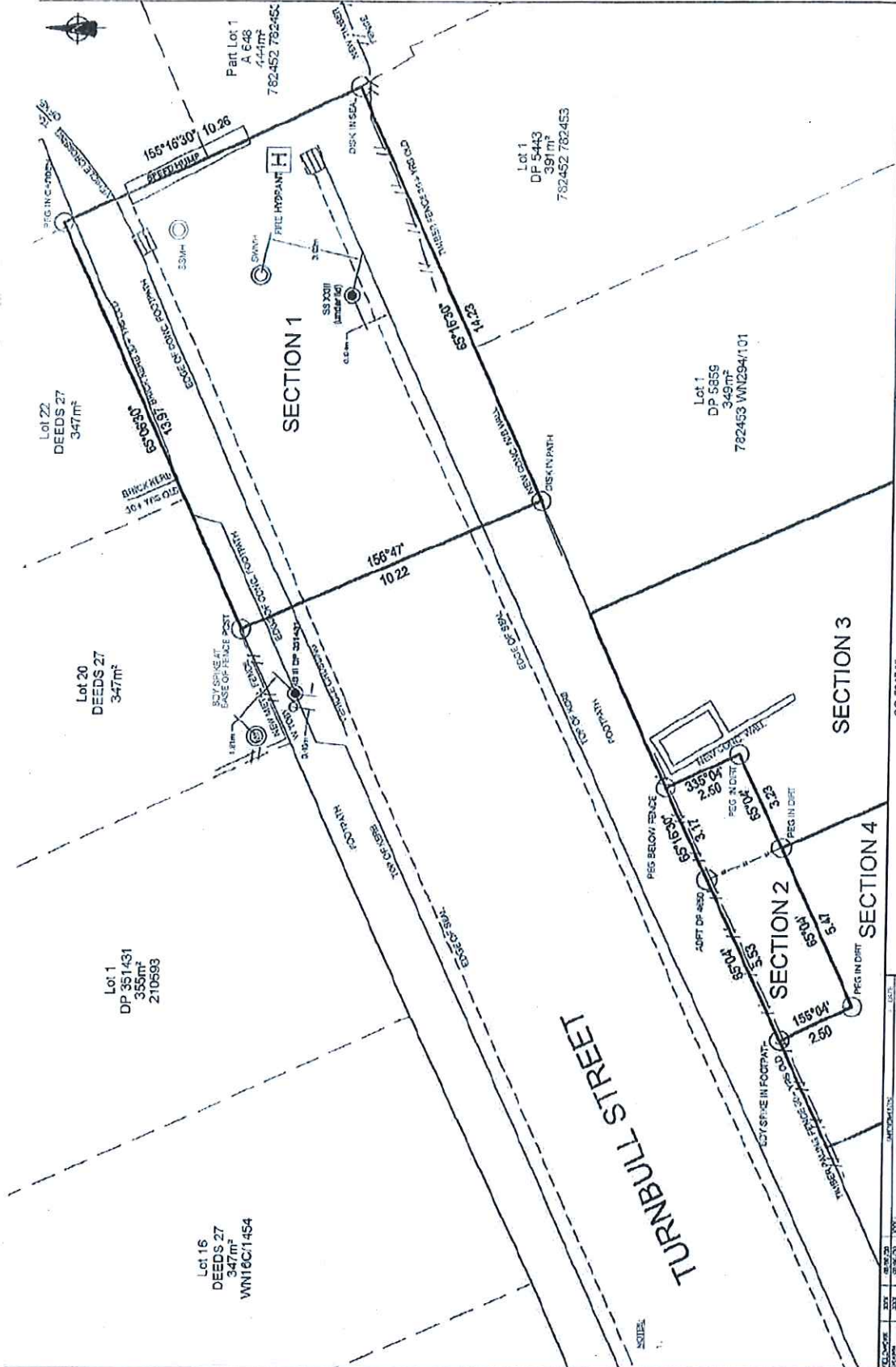
Mark and Vector

Survey Number SO 524745
Meridional Circuit Wellington 2000

From	To	Code	Bearing	Adpt Surv	Distance	Adpt Surv	Class
PEG 9 SO 524745	PEG 4 SO 524745	ob39	65°04'00"	C	3.23	C	Class A
PEG 4 SO 524745	PEG 1 SO 524745	ob41	335°04'00"	C	2.50	C	Class A
PEG DP 4659	PEG DP 4659	ob22	156°31'00"	A DP 4659	18.01	A DP 4659	Class A
PEG DP 4659	PEG DP 4659	ob31	156°51'00"	A DP 4659	4.30	A DP 4659	Class A
PEG DP 4659	PEG DP 4659	ob28	30°47'00"	A DP 4659	0.23	A DP 4659	Class A
PEG DP 4659	PEG DP 4659	ob57	157°37'00"	A DP 4659	9.92	A DP 4659	Class A
PEG DP 4659	PEG DP 4659	ob42	65°18'00"	A DP 4659	9.19	A DP 4659	Class A
PEG DP 4659	IS III DP 4659	ob43	304°51'00"	A DP 4659	4.14	A DP 4659	
PEG DP 4659	PEG 9 SO 524745	ob44	336°32'00"	C	35.89	C	Class A
SS XXIII (cu) SO 16045	IS 2 SO 524745	ob4	239°12'00"	M	27.11	M	
SS XXIII (cu) SO 16045	PEG 3 SO 524745	ob5	234°00'00"	M	27.48	M	
SS XXIII (cu) SO 16045	PEG 9 SO 524745	ob6	231°16'00"	M	22.14	M	
SS XXIII (cu) SO 16045	PEG 4 SO 524745	ob7	228°56'00"	M	19.02	M	
SS XXIII (cu) SO 16045	PEG 1 SO 524745	ob8	236°24'00"	M	18.48	M	
SS XXIII (cu) SO 16045	DISK 7 SO 524745	ob9	226°22'00"	M	8.83	M	
SS XXIII (cu) SO 16045	IS 5 SO 524745	ob10	287°35'00"	M	10.93	M	
SS XXIII (cu) SO 16045	PEG 8 SO 524745	ob11	13°48'00"	M	9.45	M	
PEG DP 4659	DCDB	ob45	64°24'00"	C	9.31	C	Class A
PEG DP 5859	DCDB	ob34	156°21'22"	A DP 5859	38.25	A DP 5859	Class A

Mark Name	Description
DISK 6 SO 524745	in footpath. Replaces Peg DP 5443
DISK 7 SO 524745	in path below conc. nib wall
IR II DP 491332	Flush in turf
IS 2 SO 524745	at base of fence in footpath
IS 5 SO 524745	in edge of footpath at fence post
IS III DP 351431	In edge of conc. crossing/footpath
IS III LT 450917	Flush in sealed path
LP 5 SO 461178	In conc. footpath, OLP no record
SP 1 DP 491332	Masonry anchor on top of kerb
SS XXII (fe) SO 16045N/A	
SS XXIII (cu) SO 1604N/A	

Occupation Diagram



Adamson Shaw SURVEYING PLANNING & LAND 100/101 WILMINGTON ST MELBOURNE VIC 3000 03 9472 9075 adamsonshaw.com.au		JOB NO.	2417
		SHEET NO.	1
SCALE 1:5000		DATE ISSUED	12/27/2018
OCCUPATION DIAGRAM			
SO 524745			
DATE	BY	CHECKED	APPROVED
20/05/2018	NS	NS	NS
DATE	BY	CHECKED	APPROVED
20/05/2018	NS	NS	NS
THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN APPROVAL OF ADAMSON SHAW SURVEYING PLANNING & LAND.			

From: [Deb Taylor](#)
To: [Chris Leech \(cleech@propertygroup.co.nz\)](mailto:cleech@propertygroup.co.nz)
Subject: FW: Thorndon School - Turnbull Street
Date: Monday, 9 July 2018 5:35:00 p.m.
Attachments: [image015.png](#)
[image017.png](#)
[image002.png](#)
[image004.png](#)

To discuss...

Deb Taylor | Project Delivery Manager Acquisitions & Designations | Education
Infrastructure Services
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Te Uruti | 48 Hereford St | West End
Christchurch 8013

9(2)(h)

9(2)(h)

From: Fleur Morris

Sent: Thursday, 28 June 2018 8:54 a.m.

To: Andrew Buchanan <Andrew.Buchanan@education.govt.nz>

Cc: Deb Taylor <Deb.Taylor@education.govt.nz>; Dora Tuimaseve <Dora.Tuimaseve@education.govt.nz>; Claire Sweetman <Claire.Sweetman@education.govt.nz>
Subject: FW: Thorndon School - Turnbull Street

Hi Andrew

Please see below,

Can you please seek responses from LINZ (as disposal / land exchange advice) on Deb's queries below. By the end of the week please.

Thanks
Fleur

Fleur Morris | National Manager - Ownership and Occupancy | Infrastructure Services
DDI +6444638277 | Mobile +64278078491

Please note I do not work Wednesdays

From: Deb Taylor
Sent: Wednesday, 20 June 2018 3:27 p.m.
To: Dora Tuimaseve <Dora.Tuimaseve@education.govt.nz>; Fleur Morris <Fleur.Morris@education.govt.nz>
Cc: Chris Leech (cleech@propertygroup.co.nz) <cleech@propertygroup.co.nz>
Subject: Thorndon School - Turnbull Street

Dear Dora and Fleur,
Further to my conversation with Dora today, please see attached two emails and a land transfer plan.

This relates to the project of a land swap for Thorndon School. As illustrated on the land transfer plan, the MoE are wanting to swap the 22sqm of the Thorndon School site with 141sqm of Council road.

Can I please have some advice from you both with regard to:

- the status of this land in terms of RFR/deferred land settlement matters – do we need to consult/discuss this matter with iwi? Do we need confirmation from WCC that they will take on treaty obligations? Do we need an exemption from iwi?
- whether we need to declare the 22sqm no longer required for education purposes under 71 of the Education Act – it will be held by council for another public work – that being road.

I'm probably being overly cautious here, but want to avoid anything that may derail this project...
Happy to discuss.

Cheers
Deb

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We get the job done *Ka oti i a matou nga mahi*

We are respectful, we listen, we learn *He ropu manaaki, he ropu whakarongo, he ropu ako matou*

We back ourselves and others to win *Ka manawanui ki a matou, me etahi ake kia wikitoria*

We work together for maximum impact *Ka mahi ngatahi mo te tukinga nui tonu*

Great results are our bottom line *Ko nga huanga tino pai a matou whaingā mutunga*

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From: [Deb Taylor](#)
To: [Trudie Ward](#)
Cc: [Matt Jeffery | McKenzie Higham Architects](#)
Subject: Wellington Water contact
Date: Tuesday, 31 July 2018 12:46:00 p.m.

Hi Trudie,
Ben Waters (details below) was the person Matt and I spoke to regarding the relocation/termination of services. He was good to deal with.

Have you heard anything from John Vriens? If not, let me know and I'll contact him today.

Cheers
Deb

Ben Waters Acting Potable Water Investigations Team Leader



Tel 04 912 4400 DDI 04 912 4465 Mob 021 875 346

Private Bag 39804, Wellington Mail Centre 5045
Level 4, IBM House, 25 Victoria Street, Petone, Lower Hutt

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From: [Deb Taylor](#)
To: [Trudie Ward](#); [Matt Jeffery | McKenzie Higham Architects](#)
Subject: RE: Draft survey plan approved by WCC and MOE - Adamson Shaw surveyor (P Maunder) (SO plan 524745) land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 4 Jul 2018
Date: Wednesday, 1 August 2018 11:24:00 a.m.

That's my trump card! I try to use it sparingly 😊

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Christchurch 8013

From: Trudie Ward
Sent: Wednesday, 1 August 2018 11:23 a.m.
To: Deb Taylor <Deb.Taylor@education.govt.nz>; Matt Jeffery | McKenzie Higham Architects <Matt@mckenzie-higham.co.nz>
Subject: RE: Draft survey plan approved by WCC and MOE - Adamson Shaw surveyor (P Maunder) (SO plan 524745) land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 4 Jul 2018

Call Jerome!!!!!!

Trudie Ward | Projects Delivery Manager - Contractor | Capital Works
DDI +64 4 463 7080 | Mobile +64 27 406 3166

From: Deb Taylor
Sent: Wednesday, 1 August 2018 11:23 a.m.
To: Matt Jeffery | McKenzie Higham Architects <Matt@mckenzie-higham.co.nz>; Trudie Ward <Trudie.Ward@education.govt.nz>
Subject: RE: Draft survey plan approved by WCC and MOE - Adamson Shaw surveyor (P Maunder) (SO plan 524745) land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 4 Jul 2018

Thanks Matt. I'm trying to put a bit of pressure on the LINZ side too...

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Christchurch 8013

From: Matt Jeffery | McKenzie Higham Architects [<mailto:Matt@mckenzie-higham.co.nz>]
Sent: Wednesday, 1 August 2018 11:20 a.m.
To: Trudie Ward <Trudie.Ward@education.govt.nz>; Deb Taylor <Deb.Taylor@education.govt.nz>
Subject: FW: Draft survey plan approved by WCC and MOE - Adamson Shaw surveyor (P Maunder) (SO plan 524745) land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 4 Jul 2018

Hi Trudie, Deb

Have just spoken to AdamsonShaw, who have had to provide extra detail around the titles to LINZ.

They were planning to have this done 'this week'. I have impressed the urgency of this work to them and they will 'try to get it done sooner'.....

Thanks both for chasing this up – it does seem to get lost when we aren't driving the process. Suggest we keep the pressure up, by sending weekly progress update requests.

Cheers

Matt Jeffery
Associate
P 04 903 4975

**McKENZIE
HIGHAM**
ARCHITECTS



From: John Vriens <John.Vriens@wcc.govt.nz>
Sent: Wednesday, 1 August 2018 11:08 AM
To: Deb Taylor <Deb.Taylor@education.govt.nz>; Trudie Ward <Trudie.Ward@education.govt.nz>; Matt Jeffery | McKenzie Higham Architects <Matt@mckenzie-higham.co.nz>; Chris Leech <CLeech@propertygroup.co.nz>
Cc: Charles Kingsford <Charles.Kingsford@wcc.govt.nz>; Wendy O'Neill <Wendy.O'Neill@wcc.govt.nz>
Subject: FW: Draft survey plan approved by WCC and MOE - Adamson Shaw surveyor (P Maunder) (SO plan 524745) land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 4 Jul 2018

Hi Trudie

Further to your email update request of Friday last week, we still await the LINZ approved SO Plan before we can commence public notice (40 days). Refer email below as to when both parties had approved the draft on 4 July and instructed the surveyor.

We also await a reply from TPG regards the draft land exchange agreement that was provided in word format (for ease of mark-up) on Friday 22 June 2018.

Regards

John Vriens

Senior Property Advisor | Property | Wellington City Council

P 04 801 3246 | M 021 227 3246 | F 04 801 3200

E John.Vriens@wcc.govt.nz | W Wellington.govt.nz | |

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From: John Vriens

Sent: Wednesday, 4 July 2018 9:26 a.m.

To: 'Peter Maunder'

Cc: Neil Johnstone; 'Chris Leech'; Matt Jeffery | McKenzie Higham Architects; Deb Taylor

Subject: Draft survey plan approved by WCC and MOE - Adamson Shaw surveyor (P Maunder) (SO plan 524745) land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 4 Jul 2018

Hi Peter

Both Council and MOE are happy with the draft SO plan 524745.

Please lodge (ASAP) with LINZ to obtain approval as to survey.

Please let me know when the plan is lodged and provide me with a copy when it is approved.

Regards

John Vriens

Senior Property Advisor | Property | Wellington City Council

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From: Peter Maunder [<mailto:peterm@adamsonshaw.co.nz>]

Sent: Monday, 25 June 2018 12:36 p.m.

To: John Vriens

Subject: Adamson Shaw surveyor (P Maunder) provides Draft SO plan 524745 land exchange between WCC and MOE --- Thorndon School - Turning Head - 16-24 Turnbull Street Thorndon 25 June 2018

Hi John

Attached are copies of the Title and CSD plans for the road stopping and land acquisition at Turnbull Street. The plans are all ready to lodge at LINZ.

Regards

Peter

On Wed, Jun 13, 2018 at 3:34 PM, John Vriens <John.Vriens@wcc.govt.nz> wrote:

Hi Peter

Further to my phone call a couple of weeks ago, can you advise where the SO Plan is for this land exchange please.

I note from the email trail below that we should have had a plan by the third week in May and we are now fast approaching the same week of June.

I need this plan in order to commence Public Notice for this project and for this all to be concluded so that MOE can build the turning area and their associated driveway and landscaping works in spring.

There is a lot riding on this.

Regards

John Vriens

Senior Property Advisor | Property | Wellington City Council

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From: John Vriens

Sent: Tuesday, 8 May 2018 1:52 p.m.

To: 'Peter Maunder'

Cc: 'Matt Jeffery | McKenzie Higham Architects'; Deb Taylor

Subject: Adamson Shaw (P Maunder) sent PO number P1030838: Turnbull Street SO plan surveyor land exchange between WCC and MOE --- Thorndon School - Turning Head - [16-24 Turnbull Street Thorndon](#) 8 May 2018

Hi Peter

I have issued purchase order number **P1030838** to be reference on your invoicing to Council please.

I note we have a good weather window this week and wondered if you expect to complete the survey this week as suggested might be possible with an "uninterrupted run".

Regards

John Vriens

Senior Property Advisor | Property | Wellington City Council

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From: John Vriens

Sent: Friday, 4 May 2018 9:47 a.m.

To: 'Peter Maunder'

Cc: 'Matt Jeffery | McKenzie Higham Architects'; Deb Taylor

Subject: Turnbull Street SO plan survey quote acceptance - 2 sections for land exchange between WCC and MOE -- FW: 17141 - 180124 - Thorndon School - Turning Head - Turnbull Street Thorndon

Hi Peter

Your revised quote of **9(2)(i)** and disbursements is accepted so please proceed.

I will send you through a purchase order number to be stated on any and all invoicing. I assume you are aware of our ap invoicing email (cc me)?

I will leave you to coordinate access etc. with Matt.

Regards

John Vriens

Senior Property Advisor | Property | Wellington City Council

P 04 801 3246 | M 021 227 3246 | F 04 801 3200

E John.Vriens@wcc.govt.nz | W Wellington.govt.nz | |

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From: Peter Maunder [<mailto:peterm@adamsonshaw.co.nz>]
Sent: Thursday, 3 May 2018 4:00 p.m.
To: John Vriens
Subject: Re: FW: FW: 17141 - 180124 - Thorndon School - Turning Head - Turnbull Street Thorndon

hi John

I confirm that I am happy to reduce our quote to 9(2)(i) and disbursements for the road stopping an land acquisition at Turnbull Street.

Regards

Peter

On Thu, May 3, 2018 at 3:19 PM, John Vriens <John.Vriens@wcc.govt.nz> wrote:
Hi Peter

Can you please confirm our telephone conversation of this afternoon that you prepared to reduce your quote to 9(2)(i) and disbursements (LINZ being the largest).

Happy with your timeframe and would be great if it can be completed next week.

Regards

John Vriens
Senior Property Advisor | Property | Wellington City Council
P 04 801 3246 | M 021 227 3246 | F 04 801 3200
E John.Vriens@wcc.govt.nz | W Wellington.govt.nz | |

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From: Peter Maunder [mailto:peterm@adamsonshaw.co.nz]
Sent: Thursday, 3 May 2018 10:34 a.m.
To: John Vriens
Subject: Re: FW: FW: 17141 - 180124 - Thorndon School - Turning Head

Hi John

We will complete the field work next week and the plans the following week, unless we can get an uninterrupted run at it and complete it all next week.

Regards

Peter

On Thu, May 3, 2018 at 9:00 AM, John Vriens <John.Vriens@wcc.govt.nz> wrote:
Hi Peter

Thanks for this. Can you advise on what your timing to get the work done – start and finish.

MOE has agreed to our acquisition, WCC as Encumbrancee will agree and Port Nicholson has RFR, so hopefully they will agree too (can't see why not).

Regards

John Vriens
Senior Property Advisor | Property | Wellington City Council
P 04 801 3246 | M 021 227 3246 | F 04 801 3200
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From: Peter Maunder [mailto:peterm@adamsonshaw.co.nz]
Sent: Wednesday, 2 May 2018 5:07 p.m.
To: John Vriens
Subject: Re: FW: FW: 17141 - 180124 - Thorndon School - Turning Head

Hi John

Apologies for the delay. We wanted to check out the implications of the adjacent titles (gaz. notices) that are limited as to parcels. Technically the definition of the "road to be stopped" boundary with lots 20, 22 and 24 Deeds Plan 27 should be agreed to by the owner of that land. This is now probably MOE. Wellington City Council may also have to agree to the new boundary.

We will prepare CSD and Title Plans for an SO that will show Sections 1 and 2. Section 1 will be land to be declared road under the PW Act and Section 2 will be road to be stopped and amalgamated with CFR 782453.

Our fee to determine the new boundary positions and undertake the survey to peg the boundaries and prepare and lodge the SO plan at LINZ is **9(2)(i)** = disbursements. The major disbursement will be the LINZ lodgement fee.

Regards

Peter

On Wed, May 2, 2018 at 8:49 AM, John Vriens <John.Vriens@wcc.govt.nz> wrote:
Hi Peter

Are you able to provide a reply on this survey quote request and timing which is further to my email of 12 April.

The (successful) road stopping (141m²) will be one lot (SO Plan) that would be amalgamated as that section into the adjoin CFR 782453. The 22m² would be declared road under section 114 PWA 1981.

Regards

John Vriens

Senior Property Advisor | Property | Wellington City Council

P 04 801 3246 | M 021 227 3246 | F 04 801 3200

E John.Vriens@wcc.govt.nz | W Wellington.govt.nz |

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From: Matt Jeffery | McKenzie Higham Architects [<mailto:Matt@mckenzie-higham.co.nz>]

Sent: Friday, 27 April 2018 10:39 a.m.

To: Daniel Mutton; peterm@adamsonshaw.co.nz

Cc: Trudie Ward; Deb Taylor; John Vriens

Subject: RE: FW: 17141 - 180124 - Thorndon School - Turning Head

Hi Peter,

Thanks for taking the time to discuss the proposed surveying works at Turnbull Street this morning. I understand that you have already been looking into this for John Vriens at WCC.

As a bit of background; WCC and MOE are looking to complete a land-swap at the end of the street to formalise Thorndon Schools use of the land at the end of the street, and to provide a vehicle turning head for the public.

Please see the attached PDF's showing the two parcels of land which will be exchanged between the two parties [TH07] and plan and perspective views to help better understand what we are trying to achieve.

Hopefully, this work will be simplified as it follows on directly from the topo and boundary survey that Adamson Shaw conducted for us, on behalf of the MOE earlier this year.

The property teams from WCC / MOE will be able to confirm how the transferred land is to be allocated to the existing titles.

Please feel free to contact me if you have any questions.

Regards

Matt Jeffery
Associate
P 04 903 4975

**McKENZIE
HIGHAM**
ARCHITECTS



From: Daniel Mutton [<mailto:danielm@adamsonshaw.co.nz>]
Sent: Friday, 9 February 2018 4:42 PM
To: Matt Jeffery | McKenzie Higham Architects
Cc: Trudie Ward
Subject: Re: FW: 17141 - 180124 - Thorndon School - Turning Head

Hi Matt,

Please find .pdf and .dwg copies of our Turnbull Street plan attached. Let me know if you require any further information.

Regards

On Fri, Jan 26, 2018 at 4:40 PM, Matt Jeffery | McKenzie Higham Architects
<Matt@mckenzie-higham.co.nz> wrote:

Daniel,

Please proceed with survey of Turnbull Street per your fee estimate / and scope per our briefing document at your earliest convenience.

We would appreciate survey info prior to 9th February if you have capacity.

Regards & thanks in advance

Matt Jeffery
Associate
P 04 903 4975

**McKENZIE
HIGHAM**
ARCHITECTS



From: Trudie Ward [mailto:Trudie.Ward@education.govt.nz]
Sent: Friday, 26 January 2018 4:36 PM
To: Matt Jeffery | McKenzie Higham Architects
Subject: RE: 17141 - 180124 - Thorndon School - Turning Head

Dear Matt

Please consider this email as the acceptance to proceed with the works indicated below for the estimated costing supplied.

Regards

Trudie Ward | Projects Delivery Manager - Contractor | Capital Works
DDI [+64 4 463 7080](tel:+6444637080) | Mobile +64 27 406 3166

From: Daniel Mutton [mailto:danielm@adamsonshaw.co.nz]
Sent: Friday, 26 January 2018 1:56 p.m.
To: Matt Jeffery | McKenzie Higham Architects <Matt@mckenzie-higham.co.nz>
Cc: Trudie Ward <Trudie.Ward@education.govt.nz>
Subject: Re: 17141 - 180124 - Thorndon School - Turning Head

Hi Matt,

Our estimated fee to complete the Turnbull Street topographical survey is **9(2)(i)** and we will endeavor to deliver the data before February 9.

Please contact me if you have any questions or to instruct us to proceed.

Regards

On Wed, Jan 24, 2018 at 1:18 PM, Matt Jeffery | McKenzie Higham Architects <Matt@mckenzie-higham.co.nz> wrote:

Hi Daniel,

We require a survey of Turnbull Street [kerbs, pavement, kerb crossings, road levels, services [including inverts if possible] etc.... in front of Thorndon School.

Please see attached brief, showing extent.

Adamson Shaw completed survey of the school site in 2013 [see overview PDF attached].

Can you please contact me to discuss likely timeframe and fee to complete these works?

Regards and thanks in advance

Matt Jeffery
Associate
P 04 903 4975

**MCKENZIE
HIGHAM**
ARCHITECTS



McKenzie Higham Architects
Level 1, [171 Vivian Street, Te Aro](#),
PO Box 9792, Wellington, 6141, NZ



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--
Daniel Mutton

Surveyor

Wellington - Level 3, 85 The Terrace, Wellington 6011 p. 04 472 9076

Email: danielm@adamsonshaw.co.nz

Website: www.adamsonshaw.co.nz

Wellington | Karori | Porirua | Wairarapa

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--
Daniel Mutton

Surveyor

[Redacted]

Wellington - Level 3, 85 The Terrace, Wellington 6011 p. 04 472 9076

Email: danielm@adamsonshaw.co.nz

Website: www.adamsonshaw.co.nz

Wellington | Karori | Porirua | Wairarapa

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Thank you.

From: [Deb Taylor](#)
To: [Chris Leech \(cleech@propertygroup.co.nz\)](mailto:cleech@propertygroup.co.nz); MMcCrone@propertygroup.co.nz
Subject: Turnbull Street - Thorndon School Site extension
Date: Friday, 10 August 2018 11:40:00 a.m.
Attachments: [WCC Land Exchange MOE Turnbull Street - TPG edits \(002\) DT.docx](#)
[Road Stopping Application for Turnbull Street - WCC.pdf](#)

Hi Chris/Mel,

I've read through the agreement. I have a couple of comments and questions that I've included into the document as tracked changes. I've attached a copy of the Road stopping application for your information.

Kind regards

Deb

Deb Taylor | Project Delivery Manager Acquisitions & Designations | Education
Infrastructure Services
DDI +64 3 378 7398 Ext 37398 | Mobile +64 21 748832
Te Uruti | 48 Hereford St | West End
Christchurch 8013

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We get the job done *Ka oti i a matou nga mahi*

We are respectful, we listen, we learn *He ropu manaaki, he ropu whakarongo, he ropu ako matou*

We back ourselves and others to win *Ka manawanui ki a matou, me etahi ake kia wikitoria*

We work together for maximum impact *Ka mahi ngatahi mo te tuinga nui tonu*

Great results are our bottom line *Ko nga huanga tino pai a matou whaingā mutunga*

**LAND EXCHANGE AGREEMENT
16-24 TURNBULL STREET, THORNDON,
WELLINGTON**

WELLINGTON CITY COUNCIL

**HER MAJESTY THE QUEEN acting by and through the
MINISTRY OF EDUCATION**



Simpson Grierson

Barristers & Solicitors
Auckland & Wellington, New Zealand
www.simpsongrierson.com

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SCHEDULE ONE

PARTIES

1. WELLINGTON CITY COUNCIL (Council)
2. HER MAJESTY THE QUEEN acting by and through the
MINISTRY OF EDUCATION (Crown)

BACKGROUND

- A. The School Land (which includes the Exchange Land) is vested in the Crown for Education purposes.
- B. Turnbull Street (which includes the Stopped Road Land) is vested in the Council as legal road.
- C. The Crown requires the Stopped Road Land for Education purposes.
- D. The Council requires the Exchange Land for road.
- E. The Council has agreed to the Crown acquiring the Stopped Road Land for education purposes (subject to completion of a road stopping) in exchange for the vesting of the Exchange Land in the Council as road and the completion of the Physical Works and payment of the costs in clause 14 by the Crown.

THE PARTIES AGREE THAT:

1. **INTERPRETATION**

1.1 **Definitions:** In this Agreement, unless the context indicates otherwise:

Agreement means this Agreement and includes any schedules and annexures;

Council means Wellington City Council and includes its successors and assigns;

Crown means Her Majesty the Queen acting through the Ministry of Education and includes its successors and assigns;

Designation means *Designation E65 - School* in the Wellington City District Plan;

Design Plan means the plans attached to this Agreement as Schedule 1;

Exchange Land means that part of the School Land shown coloured orange and marked "Area vested in WCC" on the Plan, being approximately 0.0022 hectares more or less (subject to survey);

GST means goods and services tax imposed by the GST Act and includes any tax levied in substitution of such tax;

GST Act means the Goods and Services Tax Act 1985;

Land Exchange means the exchange of the Stopped Road Land and the Exchange Land on the Settlement Date;

LGA means the Local Government Act 1974;

Minister means the Minister for Land Information;

Physical Works means all works required to complete construction of a vehicle turning area on the Exchange Land, in accordance with the Design Plans, the *Wellington City Council Code of Practice for Land Development 2012*, and otherwise to the satisfaction of the Council taking into account detailed design completed by qualified civil engineers approved by the Council, including but not limited to all works related to the installation, removal, decommissioning, termination and/or relocation of utility services on or from the Exchange Land and/or the Stopped Road Land;

Plan means McKenzie Higham plan *TH07 A Proposed Land Swap* attached to this Agreement as Schedule 2; **[Drafting Note: if the Land is surveyed before the agreement is signed we will update to include the SO Plan.]**

PWA means the Public Works Act 1981;

School Land means the land at 16-24 Turnbull Street being all of the Land comprised and described in Computer Freehold Register 782453 attached to this Agreement as Schedule 3;

Settlement Date means the later of:

- (a) 20 Working Days from the date that the Council receives notification from its solicitor that the Stopped Road Land has been stopped and a new Computer Freehold Register is available for the Stopped Road Land; or
- (b) 20 Working Days following the publication of the declaration pursuant to section 114 of the PWA in the *New Zealand Gazette* giving effect to the legalisation of the Exchange Land as road; 8.2;

Stopped Road Land means that part of Turnbull Street shown approximately coloured orange and marked "Land to MOE" on the Plan, being 0.0141 hectares more or less (subject to survey); and

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

- 1.2 **Defined Expressions:** expressions defined in the main body of this Agreement have the defined meaning in the whole of this Agreement including the background;
- 1.3 **Headings:** section, clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- 1.4 **Joint and Several Obligations:** an obligation by two or more persons binds those persons jointly and severally;
- 1.5 **Negative Obligations:** an obligation not to do anything includes 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 Agreement;
- 1.7 **Plural and Singular:** the singular includes the plural and vice versa;

- 1.8 Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.9 Schedules:** the schedules to this Agreement and anything in those schedules have the same effect as if set out in the body of this Agreement;
- 1.10 Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this Agreement'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. CONDITION

- 2.1** This Agreement is conditional upon:
- (a)** the completion of the stopping of the Stopped Road Land in accordance with clause 4 of this Agreement within six (6) months from the date of signing of this Agreement by both parties; and
 - (b)** the Minister issuing a Gazette Notice that declares the Exchange Land to be road and vested in the Council under section 114 of the PWA within 20 Working Days of the satisfaction of clause 2.1(a) (*"the Gazette Notice"*).
- 2.2** The conditions in clauses 2.1(a) and (b) are inserted for the benefit of both parties and may not be waived.
- 2.3** If either of the conditions in clause 2.1 are not confirmed within the specified time frames then, unless the parties otherwise agree at any time prior to the satisfaction of that condition, this Agreement may be cancelled at the option of either party and if cancelled no party will have any further right or claim against the other and clause 2.4 will apply.
- 2.4** Notwithstanding any other provision contained or implied in this Agreement, if the conditions contemplated in clause 2.1 are not able to be met for any reason, or either party decides not to proceed under clause 4.6(b) or 4.8, neither party will be entitled to bring any claims against the other party.

3. EXCHANGE OF LAND

- 3.1** Subject to the terms and conditions in this Agreement, the parties have agreed to the following exchange:
- (a)** the Exchange Land being part of the School Land is to be acquired for road and vested in the Council in accordance with clauses 5 and 8; and
 - (b)** the Stopped Road Land is to be stopped and transferred to the Crown to be amalgamated with the balance of the School Land in accordance with clauses 4 and 8.
- 3.2** The Crown and the Council agree that there is nil consideration payable by either party for the Land Exchange by way of equality of exchange.

3.3 The consideration passing from one party to the other under this Agreement will be treated as being equivalent in all respects, so that no further claim will be made by either party in respect of the vesting or transfer of the parcels of land under this Agreement or any other consequential matter.

4. ROAD STOPPING PROCEDURE

4.1 The Council will, as soon as practicable after the signing of this Agreement by both parties, initiate road stopping procedures for the Stopped Road Land under the LGA.

4.2 The Council will, acting in accordance with its usual policies and processes:

- (a) arrange a suitable survey plan that shows the Stopped Road Land under clause 11.1 and lodge that plan with the Chief Surveyor as required by clause 1 of the Tenth Schedule to the LGA; and
- (b) open the plan, together with an explanation as to why the road is to be stopped and the purpose or purposes to which the stopped road will be put as required by clause 1 of the Tenth Schedule, for public inspection at the office of the Council and give notice of the proposal as required by clause 2 of the Tenth Schedule to the LGA; and
- (c) affix a notice of the proposed stoppage at the Stopped Road Land as required by clause 3 of the Tenth Schedule to the LGA.

4.3 The Crown will provide such information and assistance as may be reasonably required by the Council for the road stopping process under the LGA.

4.4 The parties agree that if the Stopped Road Land is successfully stopped, it will be amalgamated with the adjoining balance of the School Land under section 345(2) of the LGA. To facilitate this, the Council will prior to Settlement Date, in accordance with clauses 9 and 10 of the Tenth Schedule to the LGA, take all steps necessary to ensure that a new Computer Freehold Register is issued for the Stopped Road Land. The Crown will then, as a term of settlement, apply for an amalgamated Computer Freehold Register as part of the e-dealing to complete the registration of the transfer of the Stopped Road Land to the Crown, with the following text (or words to the same effect) to be added to the e-dealing transfer instrument:

"Pursuant to section 345(2) of the Local Government Act 1974, the Transferor requires section [X] SO Plan [XXX] to be amalgamated with the Transferee's adjoining land in Computer Freehold Register 782453."

4.5 Notwithstanding clauses 4.1 and 4.2 the parties agree and acknowledge that:

- (a) there is no mandatory obligation or other obligation on the Council acting in its regulatory capacity to complete the stopping of the Stopped Road Land under clause 4 of the Tenth Schedule of the LGA, or to disallow any objections to the road stopping;
- (b) while the Council acting in its capacity as landowner will initiate the road stopping procedures and comply with clause 4.2, the outcome of those procedures is entirely dependent on due compliance with section 342 and the Tenth Schedule of the LGA; and

- (c) while the Council acting in its capacity as landowner has initiated the road stopping procedures the outcome of those procedures is entirely dependent on the due compliance with the Tenth Schedule of the LGA, and the due exercise of the Council's regulatory functions and those of the Environment Court in relation to the stopping of the road may result in a decision by either the Council or the Environment Court not to stop the Stopped Road Land.

4.6 If it becomes necessary to refer the road stopping application to the Environment Court in accordance with clause 5 of the Tenth Schedule of the LGA the following clauses will apply:

- (a) the Council will provide the Crown with an estimate of costs, an assessment of the strength of the Environment Court case and an outline of the process (including mediation) from the Council's solicitors; and
- (b) a meeting will be held between the Crown and the Council to discuss the process, and to decide whether to proceed. If either party decides not to proceed with the road stopping through the Environment Court, this Agreement will be at an end and the provisions of clause 2.4 will apply.

4.7 Where the road stopping can only proceed subject to the terms and conditions imposed by the Council, the Environment Court, or otherwise, then both the Council and Crown have the right, in the twenty (20) Working Days after receiving notice of the conditions, in which to approve or disapprove the terms and conditions or otherwise negotiate appropriate amendments. The Council and the Crown are not obliged to accept any terms and conditions which materially and adversely affect the character, size, value or usefulness of the Stopped Road Land.

4.8 If either the Crown or the Council (as the property owner and not as the local authority) withholds approval to any matter requiring approval, the parties will enter into discussions and endeavour to negotiate a solution to the matter of concern on terms and conditions satisfactory to both parties. If the parties are unable to reach agreement within 10 Working Days of the date on which the Crown or the Council notifies the other party that it does not approve the matter in question (or such other period as the parties may agree) then either party may cancel this Agreement and the provisions of clause 2.4 will apply.

5. LAND ACQUISITION

5.1 The Crown agrees to sell to the Council the freehold estate in the Exchange Land, free of encumbrances, under the PWA for road. The acquisition will be by sections 20 and 50 of the PWA and declared road under section 114 of the PWA or at the Council's option may be by registrable transfer instrument under the Land Transfer Act 1952 for the purposes of a road.

6. PHYSICAL WORKS

6.1 The Crown is responsible (at its cost in all respects) for the completion of the Physical Works as soon as possible after this Agreement becomes unconditional and to the satisfaction of the Council, acting reasonably.

7. CONSENTS

- 7.1 The Council consents as the territorial authority in whose district the Exchange Land is situated, to the Exchange Land being declared road pursuant to section 114(2)(h) of the PWA.
- 7.2 The Crown consents:
- (a) to the Exchange Land being declared road pursuant to section 114(2)(c) of the PWA; and
 - (b) to the stopping of the Stopped Road Land for the purposes of the Tenth Schedule of the LGA.
- 7.3 If the School Land is subject to any registered encumbrance, easement or other interest, it is a condition precedent to the Council having any obligation under this Agreement that the Crown first obtains the consent of the person entitled to the benefit of that interest to the exchange of the Exchange Land and the Stopped Road Land in accordance with this Agreement.

8. LAND EXCHANGE AND SETTLEMENT

- 8.1 Once this Agreement has been signed by both parties and the conditions in clauses 2.1 have been satisfied:
- (a) the Crown will take all steps necessary to comply with the notice requirements of sections 112 and 113 of the Port Nicholson Block (Taranaki Whanui ki Te Upoko Te Ika) Claims Settlement Act 2009;
 - (b) the Crown will confirm to the Council that:
 - (i) it has given notice as required by section 181(1) of the Resource Management Act to alter the designation to include the Stopped Road Land and exclude the Exchange Land; and
 - (ii) the requirements of section 181(3) have been met and the Wellington City Council (as regulatory authority) has confirmed that it will alter the District Plan.
- 8.2 The Crown will arrange for the publication of the Gazette Notice as soon as possible after:
- (a) the Crown has notified the Council that the Crown has complied with its obligations under section 112 and 113 of the Port Nicholson Block (Taranaki Whanui ki Te Upoko Te Ika) Claims Settlement Act 2009 in accordance with clause 8.1(a); and
 - (b) confirmation of the matters required in clause 8.1(b).
- 8.3 On the Settlement Date:
- (a) the Council will be entitled to vacant possession of the Exchange Land (subject to clause 8.4 and the obligation of the Crown to complete the Physical Works);
 - (b) the Stopped Road Land will be transferred to the Crown and amalgamated with the balance of the School Land; and

- (c) the Gazette Notice (or transfer referred to in clause 5.1, if applicable) will be lodged contemporaneously with the transfer of the Stopped Road Land as referred to in clause 4.4.

8.4 If the Physical Works are not completed by the Settlement Date, the Council grants to the Crown a licence to access and occupy the Exchange Land for the express purpose of completing the Physical Works in accordance with clause 6.

8.5 The Crown will execute all instruments by way of dedication, transfer or produce all documents and do anything else which is reasonably necessary for the purposes of this Agreement.

9. UTILITIES IN THE STOPPED ROAD LAND

9.1 Any water, wastewater, gas, electricity, telecommunications or other utility infrastructure installed in the Stopped Road Land will be removed, relocated, decommissioned or terminated by the Crown (at its cost) in accordance with the requirements of the relevant utility providers within two (2) months of request by the relevant utility provider.

9.2 The obligations of the Crown pursuant to clause 9.1 will not merge with and will survive settlement.

10. PROCESSING OF APPLICATIONS

10.1 Nothing in this Agreement will require the Council to process and deal with any application to the Council for consents, or approvals or to initiate road stopping procedures except in accordance with its normal procedures and time frames, or to determine any such application (where a determination by Council is required) except in accordance with normal principles and standard criteria for such applications.

10.2 Notwithstanding any other provision contained or implied in this Agreement, if the Stopped Road Land is not able to be stopped under the LGA, or the Exchange Land is not able to be vested as contemplated by this Agreement for any reason (other than default by Council in performance of its obligation under this Agreement), the Council will not be liable nor will the Crown be entitled to bring any claims against the Council whether for damages, costs, expenses or for specific performance or otherwise, it being the intention that, in that event, the sole remedy of the Crown will be that the Crown will be entitled to terminate this Agreement.

10.3 The Council has signed this Agreement in a non-regulatory capacity. This Agreement does not bind the Council in its capacity as a regulatory authority in any way, and any consent or agreement given by the Council under this Agreement is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Council must consider all applications to it without regard to this agreement.

11. SURVEY

11.1 The Council will (at the cost of the Crown), as soon as practicable after the signing of this Agreement by both parties, prepare and have approved any survey plans which are necessary to give effect to the vesting of the Exchange Land in the Council for road and the stopping and transfer of the Stopped Road Land to the Crown pursuant to clauses 5.1 and 4.4.

12. WARRANTIES

12.1 The Crown (in respect of the Exchange Land) and the Council (in respect of the Stopped Road Land) respectively warrant and undertake that:

- (a)** at the date of this Agreement it has not received any notice nor has it any knowledge of any requisition or outstanding requirement imposed by any territorial or government authority in respect of that land or any notice from any tenant or any regulatory notice which has not been disclosed to the other party;
- (b)** at the giving and taking of possession there are no arrears of general or water rates or charges outstanding on that land; and
- (c)** if it receives any notice or demand from the Crown or any territorial authority after the date of this Agreement it will, if not paying or complying with such notice or demand forthwith deliver it to the other party or that party's solicitor, and if it fails to do so it will be liable for any penalty incurred.

13. RATES

13.1 There will be no apportionment of rates on the exchange of the Exchange Land and Stopped Road Land.

13.2 Immediately after the Settlement Date, the Crown will give notice of sale of the Exchange Land to the territorial authority and the Council will give notice of sale of the Stopped Road Land to the territorial authority.

14. COSTS

14.1 The Crown will meet all of the Council's costs to give effect to this Agreement and its negotiation, signing and completion, including (but not limited to) all reasonable survey, legal, consultancy, valuation, publication and registration costs and disbursements, the cost of all statutory processes including Gazettal costs, and any costs related to any Environment Court consideration of the road stopping (if applicable).

14.2 The Crown will be solely responsible for its own costs (including legal costs) in connection with the negotiation, signing and completion of this Agreement, any Environment Court consideration of the road stopping (if applicable) and all costs related to completion of the Physical Works, including, but not limited to, any costs related to the installation, removal, relocation, decommissioning or termination of utility services from the Stopped Road Land or Exchange Land.

14.3 The sums payable by the Crown under clause 14.1 must be paid within 10 Working Days of receipt of a tax invoice, and such payments are to be made without set off or deduction. For the avoidance of doubt, the Council can request payment of such sums as and when they arise. The Council will not be required to settle until payment of those costs has been made in full.

14.4 If this Agreement is cancelled by either party under clause 2.3 or the road stopping procedure outlined in clause 4 of this Agreement is not completed for any reason,

the payment required by the Crown under this clause must be made in full within 10 Working Days of receipt of a tax invoice from the Council.

15. CROWN ACKNOWLEDGEMENT

15.1 The Crown acknowledges that in all respects in acquiring the Stopped Road Land the Crown:

- (a) is acting solely in reliance on its own investigations and judgements; and
- (b) has not acted in reliance on any representation or warranty made by the Council, employees, agents or any other person or persons directly or indirectly associated with the Council; and
- (c) has carried out all inspections to the Stopped Road Land which the Crown considers necessary to satisfy itself as to the condition of the Stopped Road Land and purchases the Stopped Road Land on an 'as is, where is' basis.

16. NO REPRESENTATION OR WARRANTIES

16.1 With respect to the Stopped Road Land the Crown accepts that the Council has made no representations or warranties of any nature in respect of the Stopped Road Land. Without limitation, the Council does not warrant:

- (a) that the Stopped Road Land is or will remain suitable for the Crown's use; or
- (b) the suitability, bearing capacity or potential of the Stopped Road Land for any uses that the Crown may contemplate; or
- (c) that the Stopped Road Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Stopped Road Land.

16.2 With respect to the Exchange Land the Council accepts that the Crown has made no representations or warranties of any nature in respect of the Exchange Land. Without limitation, the Crown does not warrant:

- (a) that the Exchange Land is or will remain suitable for the Council's use; or
- (b) the suitability, bearing capacity or potential of the Exchange Land for any uses that the Council may contemplate; or
- (c) that the Exchange Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Exchange Land.

17. CONTAMINATION

17.1 The Crown will not make any claim against the Council for any loss or damage that the Crown suffers or incurs because of any contaminant in or under the soil at the Stopped Road Land. The Crown will not sponsor such a claim by any other person.

17.2 The Council will not make any claim against the Crown for any loss or damage that the Council suffers or incurs because of any contaminant in or under the soil at the Exchange Land. The Council will not sponsor such a claim by any other person.

18. FURTHER ASSURANCE

18.1 The Crown will at the request of the Council sign any documents and plans and do anything else within the power of the Crown which may reasonably be required for the purpose of:

- (a) vesting or transferring the Exchange Land free of all encumbrances;
- (b) stopping and transferring the Stopped Road Land and amalgamating the Stopped Road Land with the School Land; and
- (c) otherwise giving effect to this Agreement according to its spirit and intent.

19. NON-MERGER

19.1 The agreements, obligations and warranties of the parties in this Agreement will not merge on settlement of the exchange of the Exchange Land for the Stopped Road Land under this Agreement but will continue until fully discharged by performance.

20. DISPUTE RESOLUTION

20.1 Any dispute which may arise between the parties concerning the interpretation of this Agreement or relating to any other matter arising under this Agreement will be actively and in good faith negotiated by the parties with a view to a prompt resolution of such disputes.

20.2 If the parties cannot agree on any dispute resolution technique within fifteen (15) Working Days of any dispute being referred in writing by one party to the other, then the dispute shall be settled by reference to arbitration in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

20.3 Except as otherwise expressly provided in the agreement the reference will be to a single arbitrator:

- (a) to be agreed on by the parties; or
- (b) in the absence of any agreement within five (5) Working Days of either party first nominating an arbitrator (or such longer period as the parties may agree in writing), nominated by the President for the time being of the New Zealand Law Society.

20.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.

22. **LOWEST PRICE**

22.1 The parties agree that:

- (a) the consideration provided for the supplies by the Council to the Crown under this Agreement and for the supplies by the Crown to the Council under this Agreement does not, in either case, include any capitalised interest;
- (b) the "lowest price" in respect of the supplies by the Council to the Crown under this Agreement and in respect of the supplies by the Crown to the Council under this Agreement for the purposes of section EW 32 of the Income Tax Act 2007 is, in each case, equal to the value of the consideration provided for the supplies under this Agreement; and
- (c) each party will compute their income tax position for the relevant period and file their income tax return for the period accordingly.

23. **GST**

- (a) Unless the context requires otherwise, words and phrases used in this clause have the same meaning as those words and phrases have in the GST Act.
- (b) Each party warrants that it is a registered person.
- (c) The parties agree, for the purposes of the GST Act, that:
 - (i) the supply of the Stopped Road Land by the Council to the Crown (**Council's Supply**) is a taxable supply;
 - (ii) the supply of the Exchange Land by the Crown to the Council (**Crown's Supply**) is a taxable supply.
- (d) The parties agree that, as at the Settlement Date and any other relevant time, each of the Crown's Supply and the Council's Supply is a supply that wholly or partly consists of land (the "**Land Component**") and that each supply is zero-rated for GST purposes under section 11(1)(mb) of the GST Act.
- (e) The Council confirms, for the purposes of section 78F(2) of the GST Act, that, as at the Settlement Date and any other relevant time:
 - (i) the Council is acquiring the goods and services included in the Crown's Supply with the intention of using them for making taxable supplies;
 - (ii) the Council does not intend to use the Land Component included in the Crown's Supply as a principal place of residence for the Council or a person associated with the Council under section 2A(1)(c) of the GST Act; and

- (iii) the Council's GST number is 53-204-635.
- (f) The Crown confirms, for the purposes of section 78F(2) of the GST Act, that, at the Settlement Date and any other relevant time:
 - (i) the Crown is acquiring the goods and services included in the Council's Supply with the intention of using them for making taxable supplies;
 - (ii) the Crown does not intend to use the Land Component included in the Council's Supply as a principal place of residence for the Crown or a person associated with the Crown under section 2A(1)(c) of the GST Act; and
 - (iii) the Crown's GST number is [TBC].
- (g) If, for any reason, the application of section 11(1)(mb) of the GST Act to either the Council's Supply or the Crown's Supply is challenged by Inland Revenue, the parties agree to work together in good faith, and with the objective of minimizing the GST risk for both parties.

24. EXECUTION OF AGREEMENT

24.1 This Agreement will not be legally binding on either party until it has been signed by both parties.

SIGNATURES

SIGNED for and on behalf of the
WELLINGTON CITY COUNCIL by:

Name of Authorised Signatory

Signature of Authorised Signatory
in the presence of:

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** and acting pursuant to delegated authority from the Chief Executive of Land Information New Zealand pursuant to section 41 of the State Sector Act 1988 by:

Full name and office held

Signature

DRAFT

SCHEDULE 1

DESIGN PLANS (attach all McKenzie Higham plans)

DRAFT

SCHEDULE 2

PLAN



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THORNDON SCHOOL for Ministry of Education
20 Tumbull St, Thorndon WELLINGTON

THAT A Proposed Land Swap
SHEET 1 OF 2 PROPOSED LAND SWAP

**MCKENZIE
HIGHAM**
ARCHITECTS
Level 11/110-112, The Quadrant
Wellington