



20 May 2020

Auckland Transport
Private Bag 92255
AUCKLAND 1142

Dear Sir/Madam,

G90737 – PEDESTRIAN OVERBRIDGE AT ST GEORGES ROAD NEW LYNN AT 18.710KM ON THE NORTH AUCKLAND LINE dated 26 NOVEMBER 2019 (Grant)

G90737/2 – 110MM HDPE PN16 OPTIC DUCT AT ST GEORGES ROAD NEW LYNN AT 18.200KM ON THE NORTH AUCKLAND LINE(Variation)

We refer to previous correspondence in respect of this matter. This letter sets out the terms of the Grant to be varied.

Background

- a. **KiwiRail Limited and Auckland Transport** are parties to a grant dated **26 November 2019**.
- b. KiwiRail Limited (**KiwiRail**) holds the grantor's interest in the Grant.
- c. **Auckland Transport (Grantee)** holds the Grantee's interest in the Grant.
- d. The parties have agreed that the Grant is varied in accordance with the provision of this agreement (**Variation**):

Agreement

1. In consideration of the payment of the Sum of \$1905.00 by the Grantee to KiwiRail (the receipt of which sum is acknowledged), from and including the date of this Variation:
 - a. KiwiRail agrees to grant to the Grantee and the Grantee agrees to accept the grant of the additional rights as set out in Schedule 1 to this Variation;
2. Except as provided in this Variation, KiwiRail and the Grantee agree that they shall comply with the obligations imposed on them under the Grant as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this Variation and in all other respects the provisions of the Grant are confirmed.

3. The Grantee shall pay KiwiRail's costs of and incidental to the preparation and execution of this Variation and counterpart copy.
4. The signatories to this agreement warrant that they have authority to enter into this agreement on behalf of the parties.

Please confirm **Auckland Transport** acceptance of the terms of this Variation by signing where indicated and returning the original to the address detailed below.

Yours Faithfully

Stephanie Campbell, Group General Manager, Property

For and on behalf of **KiwiRail (Grantor)**

Date: / / _____

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

for and on behalf of the **Auckland Transport**

Date: / / _____

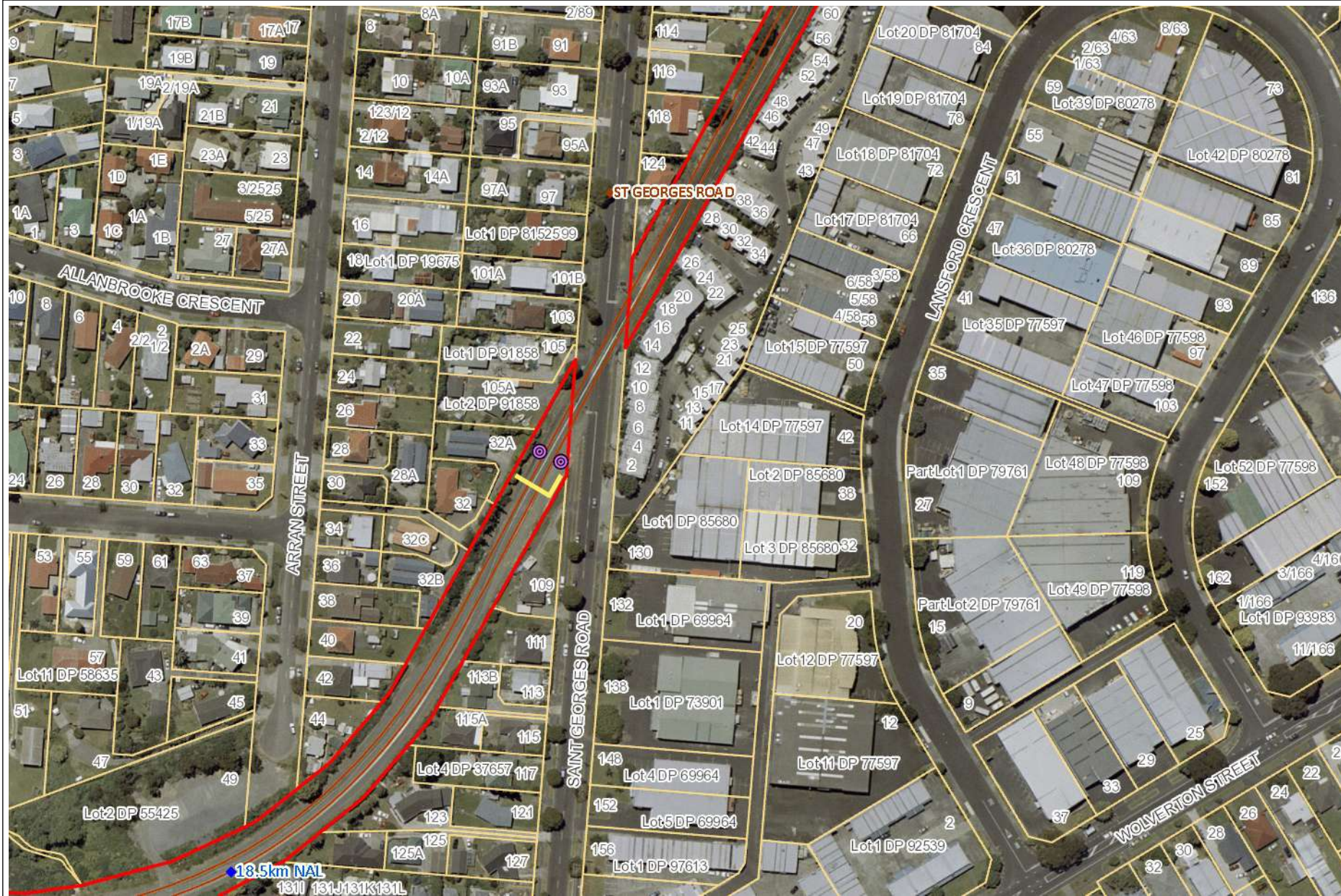
In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

SCHEDULE 1

REFERENCE SCHEDULE

ITEM 1	Land:	The railway land at New Lynn as is identified on the plan G90737/2-1 attached at Schedule 2.
ITEM 2	Grant Area:	Means that part (or those parts) of the Land more particularly shown as a yellow line on the plan G90737/2-1 attached at Schedule 2.
ITEM 3	Term:	12 months
ITEM 4	Commencement Date:	1 June 2020
ITEM 5	Expiry Date:	31 May 2021
ITEM 6	Grant Fee:	\$448.00 plus GST per annum, subject to review in accordance with the terms of the Grant.
ITEM 7	Grant Fee payment frequency:	Annually in advance with the first payment to be made on the Commencement Date and thereafter in accordance with the terms of the Grant.
ITEM 8	Purpose:	To have and maintain a 110mm HDPE PN16 duct at St Georges Road at a minimum depth of 1.5m from the top of the rail at New Lynn at 18.200km on the North Auckland Line.
ITEM 9	Grantee's Works:	To install a 110mm HDPE PN16 duct at St Georges Road at New Lynn at 18.200km on the North Auckland Line.
ITEM 10	Special Conditions	A Service Locate must be undertaken prior to any construction or works being conducted in the rail corridor. A Permit to Enter must be obtained before any work is carried out on this work site. A set of as-built plans must be forwarded to this office no later than 3 months after this project is completed.



Legend

- Stations and Locations
- ▲ Spot Height
- ◆ Km Post
- Signals
- Culverts
- Bridge
- Tunnel
- Track Structures
- Tracks
- Pvt Siding Structures
- Pvt Siding Tracks
- Landholding
- Land Parcel



28 April 2020

Auckland Transport
Private Bag 92255
AUCKLAND 1142

Dear Sir/Madam,

G90737 – PEDESTRIAN OVERBRIDGE AT ST GEORGES ROAD NEW LYNN AT 18.710KM ON THE NORTH AUCKLAND LINE dated 26 NOVEMBER 2019 (Grant)

G90737/3 – RETAINING WALL AT ST GEORGES ROAD AT 17.950KM ON THE NORTH AUCKLAND LINE(Variation)

We refer to previous correspondence in respect of this matter. This letter sets out the terms of the Grant to be varied.

Background

- a. **KiwiRail Limited and Auckland Transport** are parties to a grant dated **26 November 2019**.
- b. KiwiRail Limited (**KiwiRail**) holds the grantor's interest in the Grant.
- c. **Auckland Transport (Grantee)** holds the Grantee's interest in the Grant.
- d. The parties have agreed that the Grant is varied in accordance with the provision of this agreement (**Variation**):

Agreement

1. In consideration of the payment of the Sum of \$1905.00 by the Grantee to KiwiRail (the receipt of which sum is acknowledged), from and including the date of this Variation:
 - a. KiwiRail agrees to grant to the Grantee and the Grantee agrees to accept the grant of the additional rights as set out in Schedule 1 to this Variation;
2. Except as provided in this Variation, KiwiRail and the Grantee agree that they shall comply with the obligations imposed on them under the Grant as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this Variation and in all other respects the provisions of the Grant are confirmed.

3. The Grantee shall pay KiwiRail's costs of and incidental to the preparation and execution of this Variation and counterpart copy.
4. The signatories to this agreement warrant that they have authority to enter into this agreement on behalf of the parties.

Please confirm **Auckland Transport** acceptance of the terms of this Variation by signing where indicated and returning the original to the address detailed below.

Yours Faithfully

Stephanie Campbell, Group General Manager, Property

For and on behalf of **KiwiRail (Grantor)**

Date: / /

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

for and on behalf of the **Auckland Transport**

Date: / /

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

SCHEDULE 1

REFERENCE SCHEDULE

ITEM 1	Land:	The railway land at New Lynn as is identified on the plan G90737/3-1 attached at Schedule 2.
ITEM 2	Grant Area:	Means that part (or those parts) of the Land more particularly shown as a yellow line on the plan G90737/3-1 attached at Schedule 2.
ITEM 3	Term:	12 months
ITEM 4	Commencement Date:	1 May 2020
ITEM 5	Expiry Date:	30 April 2021
ITEM 6	Grant Fee:	\$808.00 plus GST per annum, subject to review in accordance with the terms of the Grant.
ITEM 7	Grant Fee payment frequency:	Annually in advance with the first payment to be made on the Commencement Date and thereafter in accordance with the terms of the Grant.
ITEM 8	Purpose:	To have and maintain a retaining wall at St Georges Road at New Lynn at 17.950km on the North Auckland Line.
ITEM 9	Grantee's Works:	To install a retaining wall at St Georges Road at New Lynn at 17.950km on the North Auckland Line.
ITEM 10	Special Conditions	A Service Locate must be undertaken prior to any construction or works being conducted in the rail corridor. A Permit to Enter must be obtained before any work is carried out on this work site. A set of as-built plans must be forwarded to this office no later than 3 months after this project is completed.

SCHEDULE 2



20 May 2020

Auckland Transport
Private Bag 92255
AUCKLAND 1142

Dear Sir/Madam,

G90737 – PEDESTRIAN OVERBRIDGE AT ST GEORGES ROAD NEW LYNN AT 18.710KM ON THE NORTH AUCKLAND LINE dated 26 NOVEMBER 2019 (Grant)

G90737/4 – PEDESTRIAN UNDERBRIDGE AT NEW LYNN AT 17.880KM ON THE NORTH AUCKLAND LINE(Variation)

We refer to previous correspondence in respect of this matter. This letter sets out the terms of the Grant to be varied.

Background

- a. **KiwiRail Limited and Auckland Transport** are parties to a grant dated **26 November 2019**.
- b. KiwiRail Limited (**KiwiRail**) holds the grantor's interest in the Grant.
- c. **Auckland Transport (Grantee)** holds the Grantee's interest in the Grant.
- d. The parties have agreed that the Grant is varied in accordance with the provision of this agreement (**Variation**):

Agreement

1. In consideration of the payment of the Sum of \$1905.00 by the Grantee to KiwiRail (the receipt of which sum is acknowledged), from and including the date of this Variation:
 - a. KiwiRail agrees to grant to the Grantee and the Grantee agrees to accept the grant of the additional rights as set out in Schedule 1 to this Variation;
2. Except as provided in this Variation, KiwiRail and the Grantee agree that they shall comply with the obligations imposed on them under the Grant as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this Variation and in all other respects the provisions of the Grant are confirmed.

3. The Grantee shall pay KiwiRail's costs of and incidental to the preparation and execution of this Variation and counterpart copy.
4. The signatories to this agreement warrant that they have authority to enter into this agreement on behalf of the parties.

Please confirm **Auckland Transport** acceptance of the terms of this Variation by signing where indicated and returning the original to the address detailed below.

Yours Faithfully

Stephanie Campbell, Group General Manager, Property

For and on behalf of **KiwiRail (Grantor)**

Date: / /

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

for and on behalf of the **Auckland Transport**

Date: / /

In the presence of
Signature of Witness:

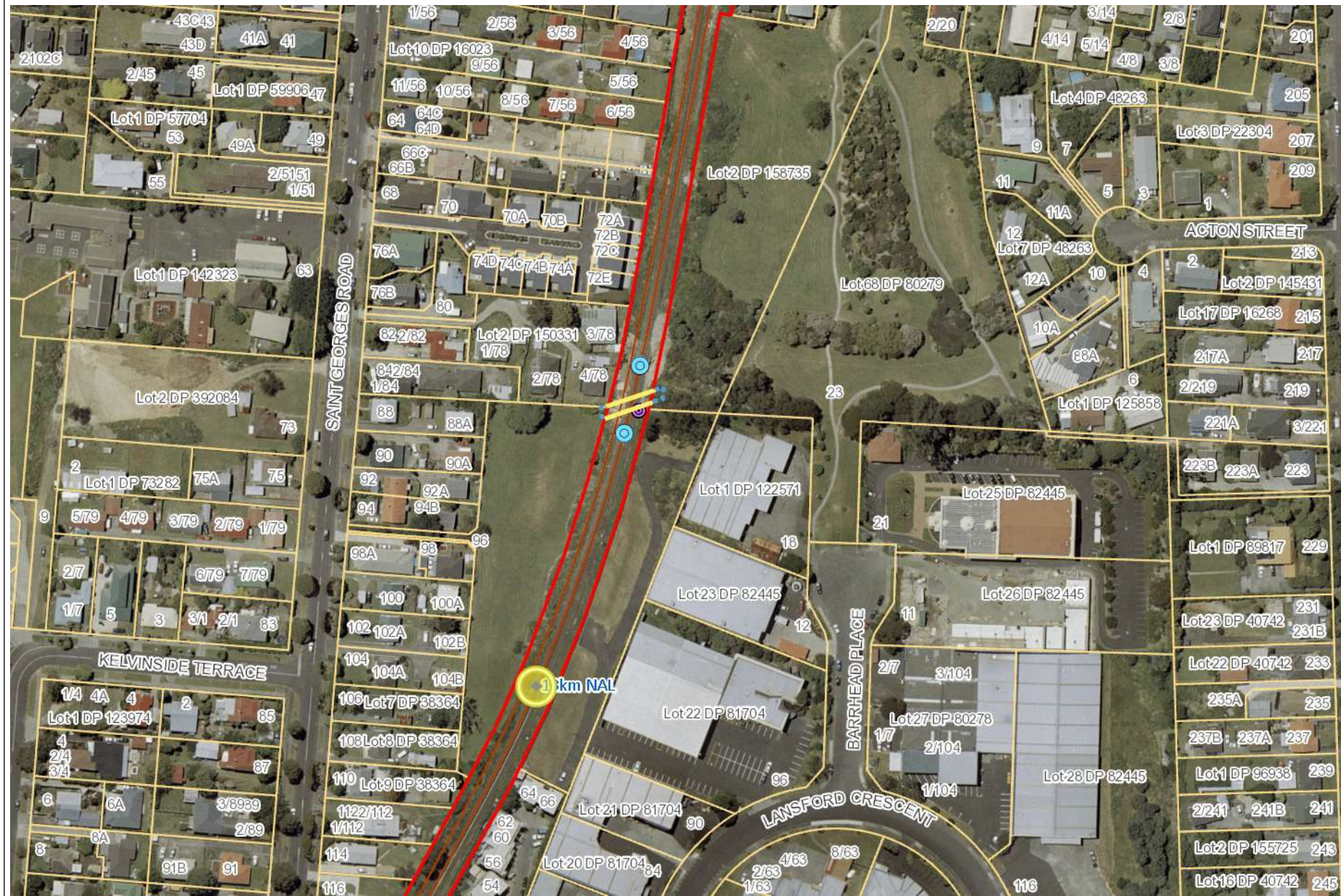
Name of Witness:
Occupation:
Address

SCHEDULE 1

REFERENCE SCHEDULE

ITEM 1	Land:	The railway land at New Lynn as is identified on the plan G90737/4-1 attached at Schedule 2.
ITEM 2	Grant Area:	Means that part (or those parts) of the Land more particularly shown as a yellow line on the plan G90737/4-1 attached at Schedule 2.
ITEM 3	Term:	12 months
ITEM 4	Commencement Date:	1 June 2020
ITEM 5	Expiry Date:	31 May 2021
ITEM 6	Grant Fee:	\$1095.00 plus GST per annum, subject to review in accordance with the terms of the Grant.
ITEM 7	Grant Fee payment frequency:	Annually in advance with the first payment to be made on the Commencement Date and thereafter in accordance with the terms of the Grant.
ITEM 8	Purpose:	To have and maintain a pedestrian underbridge at New Lynn at 17.880km on the North Auckland Line.
ITEM 9	Grantee's Works:	To install a pedestrian underbridge at New Lynn at 17.880km on the North Auckland Line.
ITEM 10	Special Conditions	A Service Locate must be undertaken prior to any construction or works being conducted in the rail corridor. A Permit to Enter must be obtained before any work is carried out on this work site. A set of as-built plans must be forwarded to this office no later than 3 months after this project is completed.

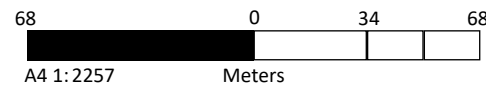
G90737rt4



- Legend**
- Stations and Locations
 - Spot Height
 - Km Post
 - Signals
 - Culverts
 - Bridge
 - Tunnel
 - Track Structures
 - Tracks
 - Pvt Siding Structures
 - Pvt Siding Tracks
 - Landholding
 - Land Parcel



Printed By:
Date Printed: 20 May 2020



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20 May 2020

Auckland Transport
Private Bag 92255
AUCKLAND 1142

Dear Sir/Madam,

G90737 – PEDESTRIAN OVERBRIDGE AT ST GEORGES ROAD NEW LYNN AT 18.710KM ON THE NORTH AUCKLAND LINE dated 26 NOVEMBER 2019 (Grant)

G90737/5 – RETAINING WALL AT NEW LYNN AT 18.230KM TO 18.440KM ON THE NORTH AUCKLAND LINE(Variation)

We refer to previous correspondence in respect of this matter. This letter sets out the terms of the Grant to be varied.

Background

- a. **KiwiRail Limited and Auckland Transport** are parties to a grant dated **26 November 2019**.
- b. KiwiRail Limited (**KiwiRail**) holds the grantor's interest in the Grant.
- c. **Auckland Transport (Grantee)** holds the Grantee's interest in the Grant.
- d. The parties have agreed that the Grant is varied in accordance with the provision of this agreement (**Variation**):

Agreement

1. In consideration of the payment of the Sum of \$1905.00 by the Grantee to KiwiRail (the receipt of which sum is acknowledged), from and including the date of this Variation:
 - a. KiwiRail agrees to grant to the Grantee and the Grantee agrees to accept the grant of the additional rights as set out in Schedule 1 to this Variation;
2. Except as provided in this Variation, KiwiRail and the Grantee agree that they shall comply with the obligations imposed on them under the Grant as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this Variation and in all other respects the provisions of the Grant are confirmed.

3. The Grantee shall pay KiwiRail's costs of and incidental to the preparation and execution of this Variation and counterpart copy.
4. The signatories to this agreement warrant that they have authority to enter into this agreement on behalf of the parties.

Please confirm **Auckland Transport** acceptance of the terms of this Variation by signing where indicated and returning the original to the address detailed below.

Yours Faithfully

Stephanie Campbell, Group General Manager, Property

For and on behalf of **KiwiRail (Grantor)**

Date: / /

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

for and on behalf of the **Auckland Transport**

Date: / /

In the presence of
Signature of Witness:

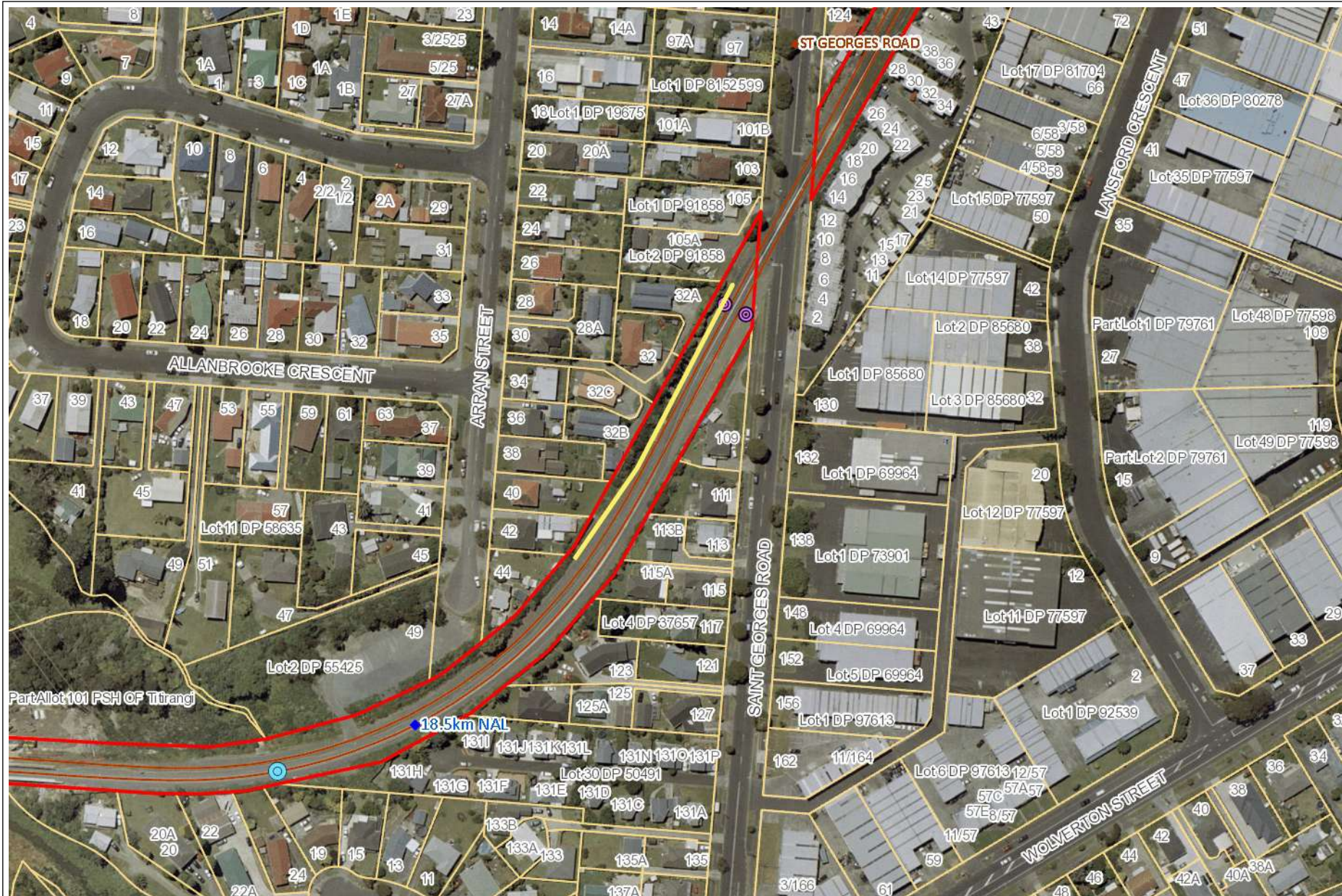
Name of Witness:
Occupation:
Address

SCHEDULE 1

REFERENCE SCHEDULE

ITEM 1	Land:	The railway land at New Lynn as is identified on the plan G90737/5-1 attached at Schedule 2.
ITEM 2	Grant Area:	Means that part (or those parts) of the Land more particularly shown as a yellow line on the plan G90737/5-1 attached at Schedule 2.
ITEM 3	Term:	12 months
ITEM 4	Commencement Date:	1 June 2020
ITEM 5	Expiry Date:	31 May 2021
ITEM 6	Grant Fee:	\$1222.00 plus GST per annum, subject to review in accordance with the terms of the Grant.
ITEM 7	Grant Fee payment frequency:	Annually in advance with the first payment to be made on the Commencement Date and thereafter in accordance with the terms of the Grant.
ITEM 8	Purpose:	To have and maintain a retaining wall at New Lynn at 18.230km to 18.440km on the North Auckland Line.
ITEM 9	Grantee's Works:	To install a retaining wall at New Lynn at 18.230km to 18.440km on the North Auckland Line.
ITEM 10	Special Conditions	A Service Locate must be undertaken prior to any construction or works being conducted in the rail corridor. A Permit to Enter must be obtained before any work is carried out on this work site. A set of as-built plans must be forwarded to this office no later than 3 months after this project is completed.

G90737rt5



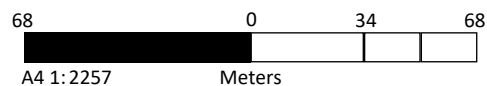
Legend

	Stations and Locations
	Spot Height
	Km Post
	Signals
	Culverts
	Bridge
	Tunnel
	Track Structures
	Tracks
	Pvt Siding Structures
	Pvt Siding Tracks
	Landholding
	Land Parcel

-  Stations and Locations
-  Spot Height
-  Km Post
-  Signals
-  Culverts
-  Bridge
-  Tunnel
-  Track Structures
-  Tracks
-  Pvt Siding Structures
-  Pvt Siding Tracks
-  Landholding
-  Land Parcel



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Date Printed: 20 May 2020



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 This data is made available in good faith but its accuracy or completeness is not guaranteed



20 May 2020

Auckland Transport
Private Bag 92255
AUCKLAND 1142

Dear Sir/Madam,

G90737 – PEDESTRIAN OVERBRIDGE AT ST GEORGES ROAD NEW LYNN AT 18.710KM ON THE NORTH AUCKLAND LINE dated 26 NOVEMBER 2019 (Grant)

G90737/6 – LIGHTWEIGHT BRIDGE AT NEW LYNN AT 17.440KM TO 17.470KM ON THE NORTH AUCKLAND LINE(Variation)

We refer to previous correspondence in respect of this matter. This letter sets out the terms of the Grant to be varied.

Background

- a. **KiwiRail Limited and Auckland Transport** are parties to a grant dated **26 November 2019**.
- b. KiwiRail Limited (**KiwiRail**) holds the grantor's interest in the Grant.
- c. **Auckland Transport (Grantee)** holds the Grantee's interest in the Grant.
- d. The parties have agreed that the Grant is varied in accordance with the provision of this agreement (**Variation**):

Agreement

1. In consideration of the payment of the Sum of \$1905.00 by the Grantee to KiwiRail (the receipt of which sum is acknowledged), from and including the date of this Variation:
 - a. KiwiRail agrees to grant to the Grantee and the Grantee agrees to accept the grant of the additional rights as set out in Schedule 1 to this Variation;
2. Except as provided in this Variation, KiwiRail and the Grantee agree that they shall comply with the obligations imposed on them under the Grant as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this Variation and in all other respects the provisions of the Grant are confirmed.

3. The Grantee shall pay KiwiRail's costs of and incidental to the preparation and execution of this Variation and counterpart copy.
4. The signatories to this agreement warrant that they have authority to enter into this agreement on behalf of the parties.

Please confirm **Auckland Transport** acceptance of the terms of this Variation by signing where indicated and returning the original to the address detailed below.

Yours Faithfully

Stephanie Campbell, Group General Manager, Property

For and on behalf of **KiwiRail (Grantor)**

Date: / /

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

for and on behalf of the **Auckland Transport**

Date: / /

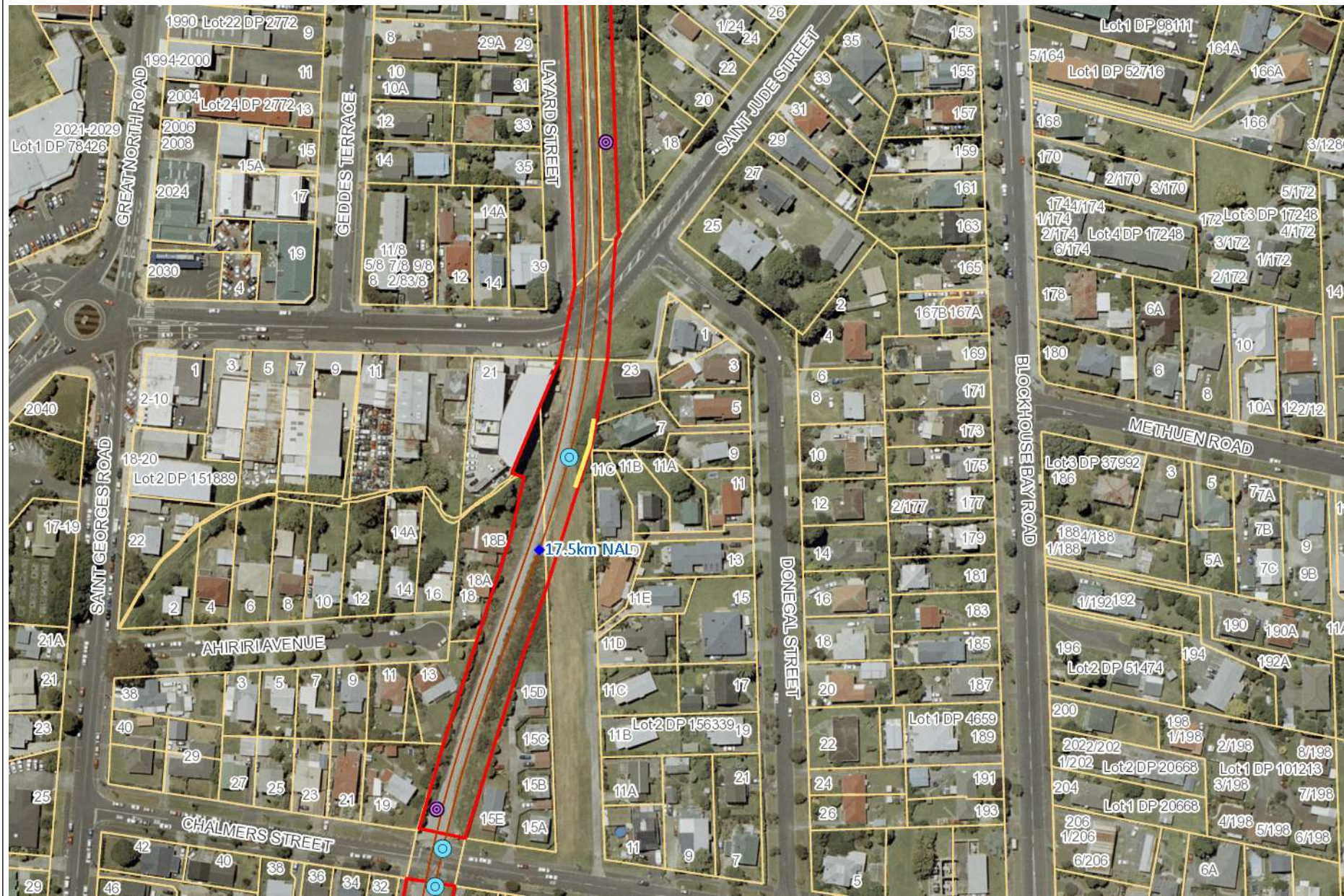
In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

SCHEDULE 1

REFERENCE SCHEDULE

ITEM 1	Land:	The railway land at New Lynn as is identified on the plan G90737/6-1 attached at Schedule 2.
ITEM 2	Grant Area:	Means that part (or those parts) of the Land more particularly shown as a yellow line on the plan G90737/6-1 attached at Schedule 2.
ITEM 3	Term:	12 months
ITEM 4	Commencement Date:	1 June 2020
ITEM 5	Expiry Date:	31 May 2021
ITEM 6	Grant Fee:	\$825.00 plus GST per annum, subject to review in accordance with the terms of the Grant.
ITEM 7	Grant Fee payment frequency:	Annually in advance with the first payment to be made on the Commencement Date and thereafter in accordance with the terms of the Grant.
ITEM 8	Purpose:	To have and maintain a lightweight bridge at New Lynn at 17.440km to 17.470km on the North Auckland Line.
ITEM 9	Grantee's Works:	To install a lightweight bridge at New Lynn at 17.440km to 17.470km on the North Auckland Line.
ITEM 10	Special Conditions	A Service Locate must be undertaken prior to any construction or works being conducted in the rail corridor. A Permit to Enter must be obtained before any work is carried out on this work site. A set of as-built plans must be forwarded to this office no later than 3 months after this project is completed.



Legend

- Stations and Locations
- ▲ Spot Height
- ◆ Km Post
- Signals
- Culverts
- Bridge
- Tunnel
- Track Structures
- Tracks
- Pvt Siding Structures
- Pvt Siding Tracks
- Landholding
- Land Parcel





20 May 2020

Auckland Transport
Private Bag 92255
AUCKLAND 1142

Dear Sir/Madam,

G90737 – PEDESTRIAN OVERBRIDGE AT ST GEORGES ROAD NEW LYNN AT 18.710KM ON THE NORTH AUCKLAND LINE dated 26 NOVEMBER 2019 (Grant)

G90737/7 – 110MM HDPE PN16 OPTIC DUCT AT PORTAGE ROAD NEW LYNN AT 18.880KM ON THE NORTH AUCKLAND LINE(Variation)

We refer to previous correspondence in respect of this matter. This letter sets out the terms of the Grant to be varied.

Background

- a. **KiwiRail Limited and Auckland Transport** are parties to a grant dated **26 November 2019**.
- b. KiwiRail Limited (**KiwiRail**) holds the grantor's interest in the Grant.
- c. **Auckland Transport (Grantee)** holds the Grantee's interest in the Grant.
- d. The parties have agreed that the Grant is varied in accordance with the provision of this agreement (**Variation**):

Agreement

1. In consideration of the payment of the Sum of \$1905.00 by the Grantee to KiwiRail (the receipt of which sum is acknowledged), from and including the date of this Variation:
 - a. KiwiRail agrees to grant to the Grantee and the Grantee agrees to accept the grant of the additional rights as set out in Schedule 1 to this Variation;
2. Except as provided in this Variation, KiwiRail and the Grantee agree that they shall comply with the obligations imposed on them under the Grant as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this Variation and in all other respects the provisions of the Grant are confirmed.

3. The Grantee shall pay KiwiRail's costs of and incidental to the preparation and execution of this Variation and counterpart copy.
4. The signatories to this agreement warrant that they have authority to enter into this agreement on behalf of the parties.

Please confirm **Auckland Transport** acceptance of the terms of this Variation by signing where indicated and returning the original to the address detailed below.

Yours Faithfully

Stephanie Campbell, Group General Manager, Property

For and on behalf of **KiwiRail (Grantor)**

Date: / /

In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

for and on behalf of the **Auckland Transport**

Date: / /

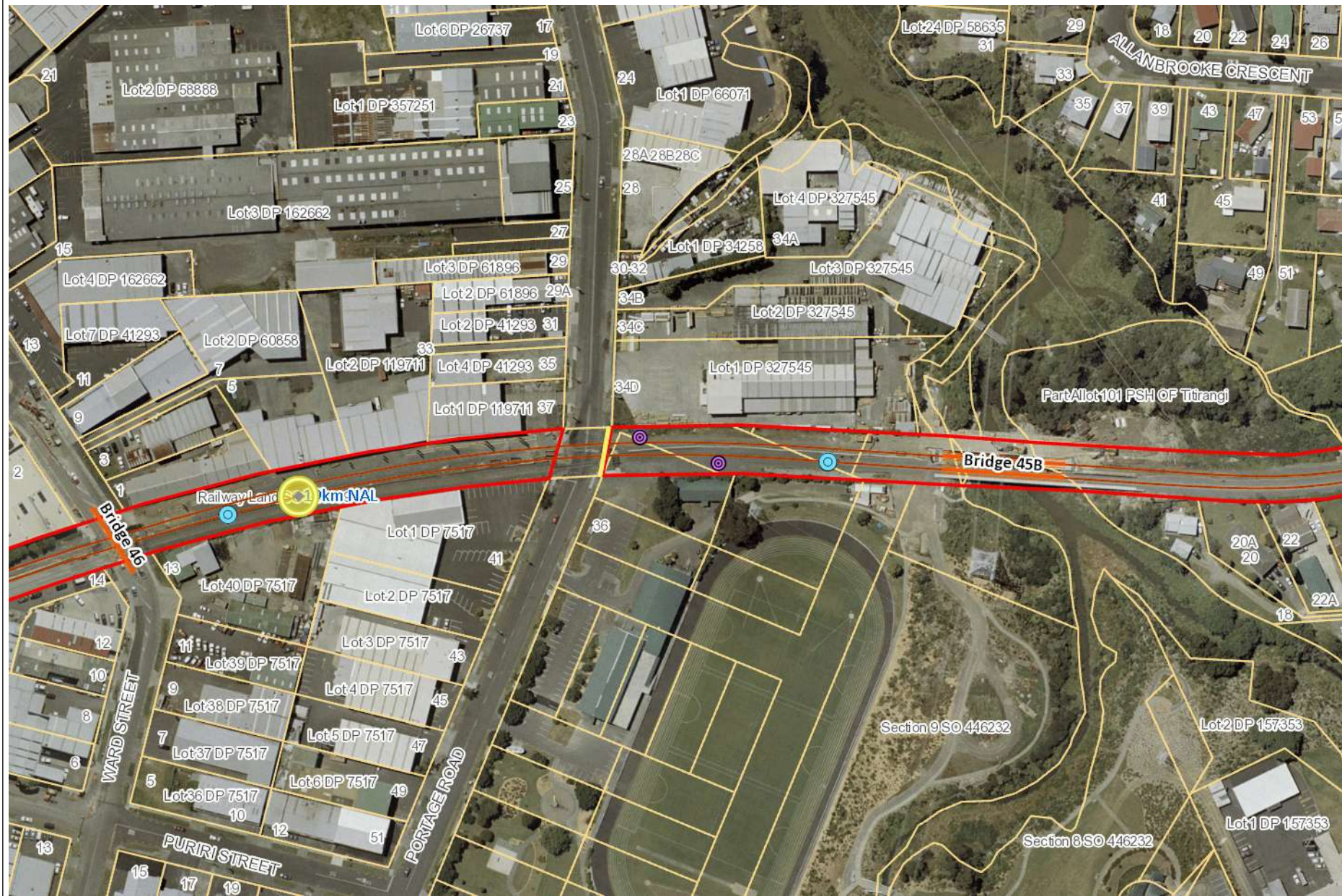
In the presence of
Signature of Witness:

Name of Witness:
Occupation:
Address

SCHEDULE 1

REFERENCE SCHEDULE

ITEM 1	Land:	The railway land at New Lynn as is identified on the plan G90737/7-1 attached at Schedule 2.
ITEM 2	Grant Area:	Means that part (or those parts) of the Land more particularly shown as a yellow line on the plan G90737/7-1 attached at Schedule 2.
ITEM 3	Term:	12 months
ITEM 4	Commencement Date:	1 June 2020
ITEM 5	Expiry Date:	31 May 2021
ITEM 6	Grant Fee:	\$350.00 plus GST per annum, subject to review in accordance with the terms of the Grant.
ITEM 7	Grant Fee payment frequency:	Annually in advance with the first payment to be made on the Commencement Date and thereafter in accordance with the terms of the Grant.
ITEM 8	Purpose:	To have and maintain a 110mm HDPE PN16 duct at Portage Road at a minimum depth of 1.5m from the top of the rail at New Lynn at 18.880km on the North Auckland Line.
ITEM 9	Grantee's Works:	To install a 110mm HDPE PN16 duct at Portage Road at New Lynn at 18.880km on the North Auckland Line.
ITEM 10	Special Conditions	A Service Locate must be undertaken prior to any construction or works being conducted in the rail corridor. A Permit to Enter must be obtained before any work is carried out on this work site. A set of as-built plans must be forwarded to this office no later than 3 months after this project is completed.



Legend

- Stations and Locations
- ▲ Spot Height
- ◆ Km Post
- Signals
- Culverts
- Bridge
- Tunnel
- Track Structures
- Tracks
- Pvt Siding Structures
- Pvt Siding Tracks
- Landholding
- Land Parcel