

THIS DEED dated the 22nd day of November 1995

PARTIES

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[Signature]
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[Signature]
1. **PRETORIA ANNE CHARLES**, Housewife, **DONALD PAUL CROCKETT**, Manager, **JANICE KAY HENLEY**, Midwife, **JENNIFER HUNT**, Artist, **JANINE DOROTHY MADDREN**, Bank Officer, **YVONNE MARGARET THEUERKAUF**, Shipping Co-ordinator, ~~**GLENYS ISABEL VICKERS**~~, ~~Manager~~ and **MARGUERITE WALKER**, Retired, all of Swanson as trustees of the Swanson Balefill Trust ("the Trustees")
 2. **WAITAKERE CITY COUNCIL** ("Council")

BACKGROUND

1. The Trustees are the trustees of the Swanson Balefill Trust created by Deed dated the 25th May 1994 ("the Trust Deed").
2. The Trustees pursuant to the terms of the Trust Deed have resolved to distribute to Council the sum of \$70,000.00 ("the Funds").
3. The Council is to use the Funds for the purpose of purchasing all that piece of land containing 1.2957 hectares more or less as described in SO Plan 68133 located at Swanson Road, Swanson ("the Swanson Land") presently owned by the Department of Survey and Land Information ("DOSLI").
4. Council has resolved to accept the Funds for the purpose stated and upon such terms and conditions as contained in this Deed.

IT IS AGREED:

1. **DISTRIBUTION**

- 1.1 The Trustees agree to pay and transfer the Funds to Council within three working days after this Deed is signed by all parties and Council will acknowledge receipt of and accept the Funds upon the terms and conditions contained in this Deed.

- 1.2 The Trustees acknowledge that the Funds are paid to Council pursuant to the powers conferred on them by the Trust Deed and that the payment of the Fund to Council fall in one or more of the objects and purposes specified in clause 3.2 of the Trust Deed.

2. PURPOSE

- 2.1 The Council agrees to use the Funds to purchase or otherwise acquire the Swanson land from DOSLI.
- 2.2 The Trustees and Council agree that the Swanson land is to be leased by Council to the Swanson Community Railway Station Society Incorporated ("the Society") at a peppercorn rent, to landscape, develop and maintain the Swanson land at the cost in all things of the Society and for the purpose of operating the Avondale Railway Station building as a general community facility ("the Railway Station") and upon such other terms and conditions as may be agreed between Council and the Society.

3. ALTERNATIVE USES

- 3.1 The Council agrees that if the Swanson land is not leased to the Society for the purpose specified in clause 2.2 of this Deed within six months of the date of this Deed or the Swanson land ceases to be used for such purpose then Council will:
- (a) Notify the Trustees or where the Trust is no longer in existence the owners of the properties listed in Schedule 'A' within a reasonable period of time; and
 - (b) Notify the wider Swanson community by way of public notice in local newspapers; and
 - (c) Invite feedback from the Trustees or where the Trust no longer exists the owners of properties listed in Schedule 'A' to identify alternative uses for the Swanson land which are consistent with one or more of the objects and purposes specified in clause 3.2 of the Trust Deed; and

(d) Consider adopting one of the alternative uses for the Swanson land as identified under clause 3.1(c) of this Deed.

3.2 In the event that no alternative use for the Swanson land is identified and/or adopted pursuant to clause 3.1 of this Deed, Council agrees to consider accepting and maintaining the Swanson land as part of Council's Parks Programme. Thence, if Council did accept the Swanson land in its Parks Programme, Council as manager of the property may decide in its discretion to manage the Swanson land in a manner consistent with one or more of the objects and purposes specified in clause 3.2 of the Trust Deed.

3.3 If:

- (a) An alternative use is identified under clause 3.1 but not adopted by Council; and
- (b) Council determines in its discretion not to accept the Swanson land as part of Council's Parks Programme;

then Council in its sole and absolute discretion may sell the whole or part of the Swanson land subject to allocation of the net proceeds such sale as specified in clause 3.4 of this Deed.

3.4 If Council becomes entitled to sell the whole or part of the Swanson Land in accordance with clause 3.3 and if it then proceeds to do so then:

- (a) The net sale proceeds; or
- (b) The Funds plus an adjustment in line with the Consumer Price Index on an annual basis commencing from the date of this Deed;

whichever is the lesser is to be either:

- (a) Paid to the Trust if the Trust is still in existence; or
- (b) If the Trust is not still in existence, such funds are to be allocated in line with the purposes set out in the Trust excluding the objects and purposes identified in Clause 3.2(c) which relate to mitigation of adverse effects for properties directly affected by the Balefill.

4. REFUND

The Council agrees that if the terms and conditions on which the payment of the Funds are not perfected in the manner specified in this Deed then if the Fund has been paid to Council and not used pursuant to clause 2.1 of this Deed the Funds will be repaid to the Trustees.

This Deed has been executed on the day and year specified above.

The Common Seal of the
WAITAKERE CITY COUNCIL was
hereunto affixed in the presence
of:



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}
}
}
} *[Signature]*

CHIEF EXECUTIVE OFFICER

[Signature]

MANAGER: CORPORATE SERVICES

SIGNED by the said ~~P~~ETORIA ANNE
CHARLES }
} *P.A. Charles*

In the presence of:
[Signature]
Waitakere.

SIGNED by the said DONALD PAUL
CROCKETT }
} *[Signature]*

In the presence of:
[Signature]
Waitakere.

SIGNED by the said JANICE KAY
HENLEY }
} *[Signature]*

In the presence of
[Signature]
Waitakere.

SIGNED by the said JENNIFER HUNT
In the presence of }
} *[Signature]*

[Signature]
Waitakere.

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SIGNED by the said JANINE DOROTHY }
MADDREN }

J. Maddren

In the presence of:

M. J. Pollock, Waiter

SIGNED by the said YVONNE }
MARGARET THEUERKAUF, }

Y. Theuerkauf

In the presence of:

M. J. Pollock, Waiter

SIGNED by the said GLENIS ISABEL }
VICKERS }

In the presence of:

SIGNED by the said MARGUERITE }
WALKER }

M. Walker

In the presence of:

M. J. Pollock, Waiter

Schedule A

SUNNYVALE ROAD:

6 FIELDEN SPENCER LUCKENS SAME

McENTEE ROAD:

115 N.Z. SOCIETY FOR I.H.C. SAME

CROWES ROAD:

56 KENNETH JOHN & CORAL ANN PUTMAN SAME
58 KATHRYN ANN SHELLEY & CHIR KOOGER ?
60 HAROLD DEAN & JOANNE MARGARET SCHICK ?
62 LANCE REXFORD & JUDITH MONIQUE PRATT SAME
64 ROY KEITH & GLORIA HERMOINE ROBERTSON SAME
66 BRIAN ALEXANDER CLOSE
68 DONALD IAN & TEREZA MAREE WATT 60 FERRY PARADE
HERALD ISLAND.
70 PAUL KEVIN & MADHU LATA BEACH 3/154 HENDON AVE
MT. ALBERT
72 ANTHONY BRUCE & VANESSA LEE PINE SAME
74 PAUL FRANCIS & SHARLENE HELEN PENMAN 21 LANGFIELD TCE
LAINGHOLM
76 CRAIG FREDERICK & SHIRLEY MINTY SAME
78 EITAN & ANNA DAVIDOVICH SAME
80 MARK ANTHONY & LINDA MARGARET BENTLEY ?
82 NEW
84 BURWELL JOHN & JENIFER HARDEN HUNT SAME

KNOX ROAD

2/11 M.J. BROWN
14 W. ANDREWS
12 K. MALAM
22A GLADYS ROOT

SCENIC DRIVE

857 R.J. LEEPER

SWANSON ROAD

727 J.S. IRVING
720 MOBIL REDWOOD PARK
SWANSON SCHOOL
MARGARET SAUNDERS - CHEMIST
AMRAT PATEL - PONDEROSA, DAIRY.
714 M. JENKIN
671 CHARLES H. HEMES
CALVERTS BUTCHERY

COULTER ROAD.

16 ANNE CHARLES

CHURCH STREET

19 ROSS BRITTEN

CHRISTIAN ROAD

4A N.J. HUNT
92 B. GEISE

Handwritten signatures and initials in the bottom right corner.

RESIDENTIAL ADDRESSES:
SWANSON ROAD:

POSTAL ADDRESSES:

767	KENNETH & KATHLEEN CLOSE	SAME
769	ALMA ROSE BORRETT	SAME
771	FREDERICK ALFRED & MARIANNE ANITA LINNEA BROCK	SAME
773	GRAHAM STEPHEN & WENDY ELIZABETH FAIN	SAME
775	MARGUERITE WALKER	SAME
797	ROBYN FRANCES RICHARDS	SAME
883	STEPHEN CLAUDE & JAYNE ELIZABETH BROWNE	SAME
885	DONALD PAUL & GAYLENE CROCKETT	SAME
887	PETER STANTON & HENTHER LYNNE KINDLEY	SAME
899	RONALD EDWARD & ANEE KATHRYN LANDER	SAME
893	ERIC STANLEY THOMAS	SAME
895	ROY & BETTY MARJORIE WILLIAMSON	SAME
897	MICHAEL JAMES & SHARYN PATRICIA TE WHIU	SAME
901	MARLENE GLORIA & HENRY CHARLES FAITHFULL	SAME
903	DAVID PETER & DIANA KATHRINE COMP	SAME
905	YVONNE CECILLE GAIRDNER	SAME

PARKLANDS AVENUE:

1	WILLIAM HOLDINGS KAY & GLENYS ISABEL VICKERS	P.O. BOX 95046 SWANSON
2	CYRIL JOSEPH & SHONE ELIZABETH KOENAN	SAME
2A	PAUL ANTHONY AND PENELOPE ANNE HULSE	SAME
4	GRANT WILLIAM MADDREN	SAME
6	MALCOLM ANDREW & JUDITH ANN BEATON	SAME
8	STANLEY CLIVE & PAULINE RUTH LAKE	SAME
10	AARON CLINTON BRYON & LISA MARIE FAITHFULL	SAME
12	PETER LIDDELL & KAVIN URRE TROTT	SAME
14	SANDRA JOAN MC DONNELL	
16	NEW	
18	PHILIP JOHN WILKINSON & KIM KEENAN	SAME
20	KEVIN JOHN BARNES & STEPHANIE KATARYN WALLACE	SAME

KAY ROAD:

1	SUE-ANNE KATHRYN GREWOOD	SAME
2	GEOFFREY RONALD & LOIS MARGARET TALLETT	SAME
3		
4	ORIEL AAMY WOOD	P.O. BOX 95172 SWANSON.
5	CAROLE TOWLE	P.O. BOX 95130 SWANSON
7-11	IAN DAVID BALFOUR	P.O. BOX 95143 SWANSON
17	CHRISTOPHER JOHN GUILDING & DAWNE MARTHA LAMMINAKI	SAME
21	MARTIN JAMES & JULIE ANNE KEELEY	P.O. BOX 95236 SWANSON
25	GRAHAM ROY CARNIE	SAME
27	GRAHAM GEOFFREY & SANDRA MAY STANAWAY	SAME
29-37	JANICE KAY HENLEY	P.O. BOX 95173
39	WAYNE ROBERT & GRACE HELEN GREEN	P.O. BOX 95061 SWANSON
41	W.C.C.	
45-47	MICHAEL LE-ROY & DONNA MARIE GLADWIN	P.O. BOX 95
49	HANS PETER VAN DER VLIES	SAME
51	JOHN McPHERSON & MAARY PATRICIA STUART	11/1 SHORE RD REMUERA
53	CHARLES JOHN & JAN MAREE CLARK	P.O. BOX 95237 SWANSON.