

Agreement to grant easement

relating to

Land at 55 End Farm Road, Waikanae

[REDACTED] and M & M Trustee Services (NO
63) Limited

Grantor

and

Waikanae North Developments Limited

Grantee

Date

23rd of July, 2025

BELL GULLY

AUCKLAND DELOITTE CENTRE, 1 QUEEN STREET
PO BOX 4199, AUCKLAND 1140, DX CP20509, NEW ZEALAND
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This Agreement to grant easement is made on 2025

between (1) [REDACTED] and M & M Trustee Services (No 63) Limited as trustees of Prestige worldwide Trust created by deed dated 11 November 2015 (Grantor) and (2) Waikanae North Developments Limited (Grantee)

Introduction

- A. The Grantor is the registered owner of the Grantor's Land.
- B. The Grantor has agreed to grant the Easement to the Grantee in accordance with this Agreement.

It is agreed

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following definitions apply unless inconsistent with the context:

Agreement means this Agreement and includes the annexures.

Authority means any local body, government or other authority having jurisdiction or authority over, or in respect of, the Grantor's Land and the Grantee's Land.

Easement means the easement which the Grantor has agreed to grant to the Grantee under this Agreement to enable and facilitate the Grantee's access to and use of the Easement Area for the purposes of establishing stormwater management, which includes undertaking works and building structures for the purposes of stormwater management, and otherwise on the terms of the Easement Instrument.

Easement Approvals means all necessary consents, authorities, permits and any other statutory consents required from any Authority for the Easement and registration of the Easement Instrument.

Easement Area means the area of the Grantor's Land over which the Easement is to be granted as shown (in general terms) on the Plan.

Easement Instrument means the instrument annexed to this Agreement as Annexure 2.

Easement Land Transfer Plan means the easement plan for the Easement complying with the Land Transfer Act 2017.

Grantor's Land means the land owned by the Grantor and comprised in record of title WN55B/432.

Grantee's Land means the land owned by the Grantee and comprised in record of title WN910/65.

LINZ means Land Information New Zealand.

Plan means the plan of the Easement Area annexed to this Agreement as Annexure 1.

Purchase Price means the agreed purchase price for the Easement in accordance with clause 4.

Working Day means any day of the week other than:

- (a) Saturday, Sunday, and any statutory public holiday in Wellington; and
- (b) Any day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.

1.2 Interpretation

In this Agreement, unless inconsistent with the context:

- (a) a covenant given by more than one person binds each person jointly and severally;
- (b) the singular includes the plural and vice versa;
- (c) the word 'including' is deemed to be followed by the words 'without limitation';
- (d) paragraph headings and the table of contents cannot be used to interpret this Agreement;
- (e) reference to a clause or clauses, schedule or schedules, appendix or appendices, unless otherwise specified, is a reference to the corresponding clause, schedule or appendix of this Agreement; and
- (f) a reference to a party includes its successors, executors, administrators and permitted assigns.

2. Grant of Easement

- (a) The Grantor grants to the Grantee the Easement in respect of the Easement Area on the terms set out in the Easement Instrument.
- (b) The parties acknowledge and agree that from the date of this Agreement:
 - (i) a binding agreement to grant the Easement exists;
 - (ii) pending registration of the Easement Instrument, the parties will be bound by it and will observe and perform all the obligations under this Agreement and the Easement Instrument as if the Easement Instrument had been registered; and
 - (iii) subject to complying with the terms of the Easement Instrument, the Grantee (and its surveyors, contractors, and other invitees) will have reasonable access to and use of the Easement Area.

3. Registration of Easement Instrument

- (a) The Grantee will:
- (i) obtain the Easement Approvals (if any);
 - (ii) undertake a survey and produce the Easement Land Transfer Plan showing the final Easement Area;
 - (iii) obtain the Grantor's approval of the Easement Land Transfer Plan (such approval to be given if the area and dimensions of the final Easement Area are generally in accordance with the Plan);
 - (iv) submit the Easement Land Transfer Plan to LINZ for approval and deposit and take such steps as are necessary to obtain LINZ's approval of the Easement Land Transfer Plan; and
 - (v) create a Landonline Workspace for the registration of the Easement Instrument (**Dealing**).
- (b) The Grantor will:
- (i) promptly provide its consent or authorisation to any Easement Approvals as may be reasonably required by the Grantee or the relevant Authority and any amendments to any Easement Approvals required by the relevant Authority, including in relation to any Building Consent; and
 - (ii) execute and deliver such further plans and other documents and instruments and do such further acts and other things (including obtaining any third-party consents required to register the Easement Instrument) as may be reasonably required by the Grantee to register the Easement Instrument.
- (c) The Grantor acknowledges that the Easement Area, as shown on the Plan, and the terms of the Easement Instrument, may be subject to minor amendment following a survey of the Easement Area and any requisitions made by LINZ.
- (d) Once the Grantee has complied with clause 3(a) the Grantor will, if required, promptly obtain the consent of any charge or mortgagee of the Grantor's Land to the Dealing. The Grantor will also procure the signing, certification and release of the Dealing to the Grantee for submission with LINZ.
- (e) As soon as reasonably practicable after the Grantee receives notice that LINZ has registered the Dealing, it will notify the Grantor of the same.

4. Purchase Price

4.1 Amount

The Purchase Price will be ████████ per hectare. The area shown on the attached plan is 3.27ha. The total amount payable will reflect the actual area of the easement when the survey plan is finalised for lodgement, except that under no circumstances will the Purchase Price be less than ████████ per hectare.

4.2 Payment

The Grantee will pay the Purchase Price for the Easement to the Grantor as follows:

- (a) [REDACTED] as a deposit, on the date that is 15 Working Days following the execution of this agreement; and
- (b) The balance payable upon the earlier of registration of the Easement Instrument or 31 December 2025.

5. Costs

- (a) The Grantee will bear the Grantor's reasonable legal costs incurred in relation to registration of the Easement Instrument.
- (b) The parties will otherwise bear their own costs in respect of this Agreement.

6. Dispute Resolution

If a dispute in relation to this Agreement arises between the parties:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party;
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed to by the parties; and
- (c) if the dispute is not resolved within 40 Working Days (or any longer period agreed by the parties) of the written particulars being given:
 - (i) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President for the time being of the New Zealand Law Society.

7. General

7.1 Severance

The illegality, invalidity or unenforceability of a provision of this deed under any law will not affect the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of another provision.

7.2 Successors

This Agreement is intended to bind the successors, administrators and assigns of both parties. Notwithstanding this, in the event that the Grantor wishes to sell the Grantor's Land or any part of it prior to registration of the Easement Instrument, the Grantor will provide a copy of this Agreement to any prospective purchaser prior to signing any sale agreement and will ensure that the purchaser executes, prior to settlement, a deed of covenant in favour of the Grantee (on terms acceptable to the Grantee, acting reasonably) pursuant to

which the purchaser agrees to be bound by, and to perform, all of the obligations of the Grantor contained in this Agreement.

The liability of M & M Trustee Services (No 63) Limited under this agreement is limited to the assets of the Prestige Worldwide Trust for the time being available for distribution, or which would be available except for the Trustee's wilful dishonesty or breach of trust.

7.3 Counterparts


Without limiting any other mode of delivery, the parties agree:

- (a) that this Agreement may be executed in any number of counterparts;
- (b) that all the counterparts taken together constitute this Agreement; and
- (c) to allow delivery of this Agreement by transmission, in electronic form by any means of electronic communication (including email of a scanned copy) of an original of this Agreement executed by a party, to the other party or its solicitor.

Execution

Executed as an Agreement

SIGNED by [REDACTED])
[REDACTED])




SIGNED by [REDACTED])
[REDACTED])



SIGNED by M & M Trustee Services (No 63))
Limited by one of its directors)

 **ANDREW JOHN SOPER**

SIGNED by Waikanae North Developments)
Limited by one of its directors)


Signed by: Paul Turner
Date & Time: 06 Aug. 2025 11:27:55 NZST

Annexure 1: Plan

Annexure 2: Easement Instrument

[*Drafting Note: to be included attached*]

This drawing contains data from other sources and has been prepared for a specific site and event. Landlink Limited does not accept any liability for its accuracy, content or unauthorised use.

GENERAL NOTES

- Plan is in terms of New Zealand Geodetic Datum 2000 (Wanganui Curcuit).
- Boundaries are from the Land Information New Zealand (LINZ) Digital Cadastral Database (DCDB).
- Aerial photography is from the Kapiti Coast 0.075m Urban Aerial Photos (2021).
- Areas and Dimensions are Subject to final survey.

KEY	
	Easement area

Issue Description	Bndys Revision				Date
-	-	ST	PT		15/07/2025
Surveyed	Designed	Drawn	Checked		



1 Ngaio Rd Waikanae + contactus@landlink.co.nz + 04-902-6161

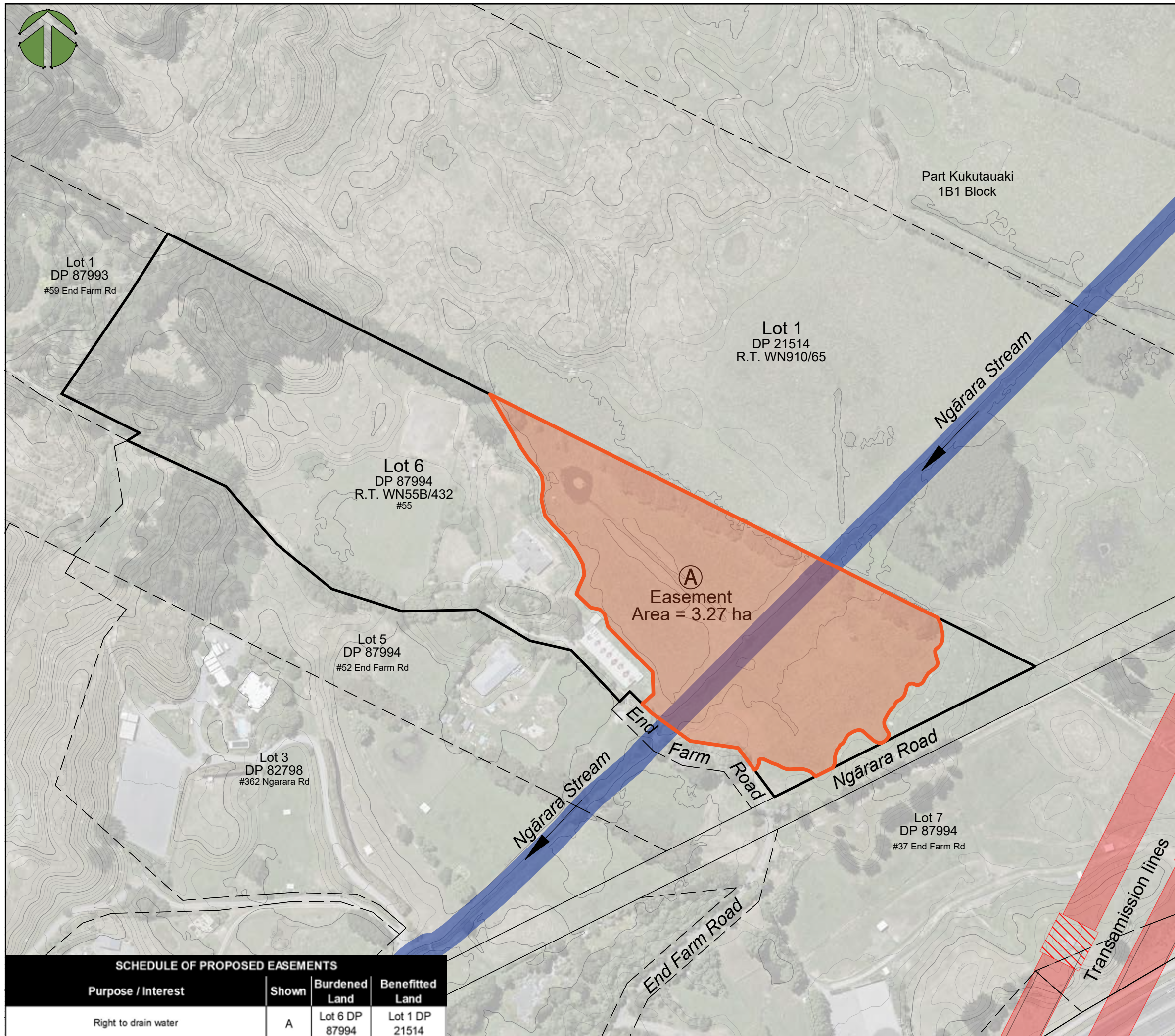
Client
[REDACTED]

Title
Proposed Easement area over Lot 6 DP 87994

Project
55 End Farm Road, Waikanae

Scale: 1:2,500 A3

Drawing No.
4024-P1 005 B



SCHEDULE OF PROPOSED EASEMENTS

Purpose / Interest	Shown	Burdened Land	Benefitted Land
Right to drain water	A	Lot 6 DP 87994	Lot 1 DP 21514

[DRAFT]

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> and M & M Trustee Services (NO 63) Limited
--

Grantee

Waikanae North Developments Limited

Grant of Easement or *Profit à prendre*

<p>The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)</p>
--

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
[Stormwater and wetland management easement]	[Drafting Note: insert once survey is completed.] [[insert] on DP [insert]]	Lot 6 Deposited Plan 87994 (WN55B/432)	In gross

[DRAFT]

Form 22 - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 ~~and/or Schedule 5 of the Property Law Act 2007.~~

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or ~~and substituted~~ by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

the provisions set out in the Annexure Schedule.

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Annexure Schedule

The parties agree that the implied terms in Schedule 5 of the Land Transfer Regulations 2018 do not apply.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Instrument, unless the context requires otherwise:

Burdened Land means the “Burdened Land” recorded in Schedule A, either in whole or in part, over which the Easement is registered and includes the Easement Area.

Easement means the stormwater and wetland management easement granted by this Instrument.

Easement Area means that part of the Burdened Land described in Schedule A as being subject to the Easement.

Easement Facility means all stormwater management and wetland restoration improvements installed on the Burdened Land from time to time, together with any associated earthworks, structures, planting, vegetation and any other equipment suitable for stormwater management and wetland restoration purposes (whether above or below ground), and anything in replacement or substitution.

Equipment includes all tools, machinery, plant, implements, vehicles (including excavators) and all materials and items which the Grantee considers necessary or desirable for the purpose of exercising any of the Grantee’s rights and powers under this Instrument.

Grantee means the person entitled to the benefit of the Easement.

Grantor means the relevant registered owner of the Burdened Land and includes its successors in title and assigns.

HSW Act means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

Instrument means this easement instrument including this Annexure Schedule, and includes any registered variation to this Instrument.

Plan means [Drafting Note: insert once survey is completed.].

Working Day means any day of the week other than:

- (a) Saturday, Sunday, and any statutory public holiday in Wellington; and
- (b) any day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.

Works means all works undertaken (whether above or below ground and with or without Equipment) by or on behalf of the Grantee on the Burdened Land (including works on the Easement Area and to the Easement Facility) for the purposes of, in

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relation to, or reasonably necessary to enable the Grantee to establish the Easement Facility and to enjoy the benefit of the Easement, including excavation, installation and construction works, storage of Equipment and planting of vegetation.

1.2 **Interpretation:** In this Instrument, unless context requires otherwise:

- (a) **Headings:** headings appear as a matter of convenience and do not affect the construction of this Instrument.
- (b) **Negative obligations:** a reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done.
- (c) **No Contra Proferentem construction:** the rule of construction known as the contra proferentem rule does not apply to this Instrument.
- (d) **Parties:** a reference to a party to this Instrument includes that party's personal representatives/successors, executors, administrators and assigns and where the context permits any person under that party's control or direction, including agents, employees, contractors and invitees of that party.
- (e) **Person:** a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate.
- (f) **Singular, plural and gender:** the singular includes the plural and vice versa, and words importing one gender include the other genders.
- (g) **Statutes and regulations:** a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.
- (h) **Without limitation:** Whenever the words "includes" or "including" are used, they are deemed to be followed by the words "without limitation".

2. **GRANT OF EASEMENTS**

2.1 The Grantor grants to the Grantee the Easement with the following rights and powers, at all times and in any quantity:

- (a) to convey and drain water (from any source and whether above or below ground) through and to the Easement Facility and over the Easement Area;
- (b) to undertake any Works:
 - (i) in the Easement Area or to the Easement Facility; and
 - (ii) in the balance of the Burdened Land (being that part of the Burdened Land not comprising the Easement Area or the Easement Facility) that the Grantee reasonably requires to undertake the Works and for which the Grantor has given prior consent (not to be unreasonably withheld or delayed);
- (c) to use, remove or remodel any existing facility situated in the Easement Area for the purposes of the Easement (and such existing facility, if any, shall be deemed to form part of the Easement Facility);

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- (d) to exclusive use of the Easement Facility;
- (e) to excavate and remove any clay, gravel, shingle, stone, earth any other material from the Burdened Land in such amounts as is reasonably required to complete any Works;
- (f) to inspect, maintain, manage, cleanse, repair, extend, remove, enlarge, replace or substitute any part of the Easement Facility or undertake any other management integrated with these activities;
- (g) to perform such acts or things upon the Burdened Land as may be necessary or desirable for the purposes of establishing and maintaining stormwater management and wetland restoration on the Burdened Land; and
- (h) for the purpose of exercising any right or power, or performing any related duty in the Easement, including for the above purposes and general stormwater management and wetland restoration purposes, to:
 - (i) convey electricity as may be necessary to operate any Equipment reasonably required by the Grantee as part of the Easement Facility;
 - (ii) enter and remain upon the Burdened Land, together with contractors and workmen, including for the purpose of undertaking Works and accessing the Easement Area or Easement Facility as the Grantee may reasonably require;
 - (iii) bring any Equipment on to the Burdened Land;
 - (iv) leave or store any Equipment on the Easement Area or the Easement Facility; and
 - (v) perform such acts or things upon the Burdened Land as the Grantee may deem reasonably necessary or desirable to enable the Grantee to enjoy the benefit of the Easement.

3. GRANTEE'S COVENANTS

- 3.1 Subject to clause 5, the Grantee shall be responsible, at its cost, for the use, management, repair and maintenance of the Easement Facility.
- 3.2 The Grantee must not do and must not allow to be done on the Burdened Land anything that may unreasonably interfere with or restrict the rights of the Grantor, other than to the extent provided for in this Instrument.

4. GRANTOR'S COVENANTS

- 4.1 The Grantor will not, without the written permission of the Grantee:
 - (a) construct, erect, install or place any buildings, sheds, fences, roads, driveways, paths or similar impediments to the Easement Facility over the Burdened Land;
 - (b) undertake any construction or building works within the Burdened Land which would adversely impede or affect the Grantee's use and the operation of the Easement Facility;

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- (c) disturb or permit to be disturbed the soil on or below the Easement Area or Easement Facility;
- (d) stock or otherwise allow stock to access the Easement Area or the Easement Facility;
- (e) grow or permit to be grown any natural or cultivated vegetation in the Easement Area, or in that part of the Burdened Land in the vicinity of the Easement Area or otherwise encroaching or impeding upon the Easement Area which may at any time by the process of natural growth or otherwise:
 - (i) damage or adversely affect the Easement Facility;
 - (ii) impede or affect the Grantee's use and operation of the Easement Facility; or
 - (iii) impede or affect the Grantee's access to the Easement Area or Easement Facility; and
- (f) cause deterioration in the natural flow, supply, quantity or quality of any river, stream, lake, wetland, pond, marsh or any other water resource supplying or otherwise affecting the Easement Facility.

4.2 The Grantor will not do or allow any act which may interfere with the rights granted by the Easement and will not at any time do, permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by the Easement are interfered with.

5. REPAIR AND MAINTENANCE

- 5.1 Subject to clauses 5.2 and 5.3, the Grantor shall have no maintenance, repair or replacement obligations in respect of the Easement Facility.
- 5.2 If the Grantee believes on reasonable grounds that the Grantor is in default of any of its covenants in clause 4.1:
- (a) the Grantee may give a written default notice to the Grantor specifying the default (and any other relevant details) and requesting that the Grantor remedy the default and make good any damage;
 - (b) upon receipt of a default notice, the Grantor must remedy the default and make good any damage as soon as practicable; and
 - (c) if the Grantor does not remedy the default within a reasonable period specified in the default notice (in light of the nature of the default) or otherwise within 10 Working Days of the Grantee's notice, then at any time after that period has elapsed, at the Grantor's cost, the Grantee may remedy the Grantor's default. The Grantee is entitled to recover from the Grantor, as a liquidated debt, any costs incurred by the Grantee in exercising its rights under this clause.

6. REMOVAL OF EASEMENT FACILITY

- 6.1 The Easement Facility is and shall remain the property of the Grantee and the Grantor shall not remove or alter the Easement Facility at any time. No person shall

Insert instrument type

Easement

have any interest in the Easement Facility by reason only of having an interest or estate in the Burdened Land.

7. HEALTH AND SAFETY

7.1 In relation to exercising any rights pursuant to any Easement, the Grantee shall:

- (a) comply with the HSW Act and the Grantor's reasonable rules, including all reasonable security, fire safety and prevention requirements and directions;
- (b) ensure, so far as is reasonably practicable, the health and safety of its employees and contractors and those who are influenced or directed by it while carrying out any work for it; and
- (c) ensure the health and safety of other persons is not put at risk from any work carried out by, for or on behalf of the Grantee.

7.2 The Grantor must notify the Grantee of any known hazards or special health and safety requirements in respect of the Easement Area or the Burdened Land and the Grantee shall, so far as is reasonably practicable, comply with them.

7.3 The Grantor and the Grantee agree to work together to consult, cooperate and coordinate activities in order to meet each other's respective health and safety obligations under the HSW Act.

8. NO POWER TO TERMINATE

8.1 There is no power for the Grantor to terminate the Easement for any breach by the Grantee of the provisions or conditions (express or implied) contained herein, or for any other cause whatsoever. It is the intention of the parties that the Easement will continue until surrendered or as otherwise removed or extinguished under any applicable laws.

9. DEFAULT

9.1 In the event of Grantee or Grantor default under this Instrument:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 10 Working Days from service of the notice of default, the other party may meet the obligation; and
- (b) if, at the expiry of the 10 Working Day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Burdened Land; and
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

Insert instrument type

Easement

10. DISPUTE RESOLUTION

10.1 If a dispute arises between the Grantor and the Grantee concerning this Instrument:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party;
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed to by the parties; and
- (c) if the dispute is not resolved within 40 Working Days (or any longer period agreed by the parties) of the written particulars being given:
 - (i) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President for the time being of the New Zealand Law Society.

11. NOTICES

11.1 Any notice permitted or required to be given under this Instrument must be in writing and must either be:

- (a) delivered in person;
- (b) sent by post;
- (c) sent by email,

to the addressee at the addressee's last known address or email address (as the case may be) as advised by each party to the other in writing from time to time.