

# Memorandum of Agreement Pursuant to the Public Works Act 1981

File Reference: 718379

Date: 9 March 2023  
(This agreement will be dated once signed by the Council)

Between: Kāpiti Coast District Council (Council)

And: Westleigh Developments Limited (Owner)

## Agreement

1. The Owner is the registered owner of an estate in Fee Simple comprising 22.5393 hectares more or less being legally described as Lot 2 Deposited Plan 427946 being all that land contained in Record of Title 510970 (Wellington Registry) (Owner's Land).
2. The Council wishes to construct for water supply purposes a reservoir (Reservoir) on part of the Owner's Land as part of the Otaki Reservoir Project (the Works).
3. The Council requires for water supply purposes for the Works:
  - (a) that part of the Owner's Land being 0.8560 hectares (subject to survey) shown outlined in red on the Land and Easement Requirement Plan (Plan A) attached as Schedule B to this Agreement (Required Land);
  - (b) a right of way easement over the following parts of the Owner's Land:
    - (i) that part of the Owner's Land shown outlined in blue on Plan A (ROW Easement Area 1); and
    - (ii) that part of the Owner's Land shown shaded pink and labelled "ROW AREA OVER LOT 17 717m<sup>2</sup>" (ROW Easement Area 2) on the Cuttriss Overall Layout Plan (Plan B) attached as Schedule C to this Agreement; and
    - (iii) that part of the Owner's Land shaded orange and labelled "ROW AREA OVER LOT 16 1395m<sup>2</sup>" on Plan B (ROW Easement Area 3);(ROW Easement Area 1, ROW Easement Area 2 and ROW Easement Area 3 together referred to as the ROW Easement Area)
    - to be forever appurtenant to the Required Land (the ROW Easement);
  - (c) a right to convey electricity, right to convey water and a right to drain water to be forever appurtenant to the Required Land (the Service Easements) over the following parts of the Owner's Land:
    - (i) that part of the Owner's Land shown outlined in blue on Plan A; and

- (ii) that part of the Owner's Land shown as part Lot 20 and shaded purple and labelled "EASEMENT AREA 368m<sup>2</sup>" on Plan B; and
- (iii) that part of the Owner's Land shown as part Lot 19 and shaded light blue and labelled "EASEMENT AREA 361m<sup>2</sup>" on Plan B


(the areas in clause 3(c)(i)(ii)(iii) together referred to as **the Service Easement Area**).

The ROW Easement and the Service Easements together referred to as '**the Required Easements**' and the ROW Easement Area and the Service Easement Area together referred to as '**the Easement Areas**'.

4. The Owner offers to sell the Required Land, the ROW Easement and the Service Easements to the Council for water supply purposes for the Works for the compensation set out in Clause 2 of Schedule A to this agreement (**Compensation**) discharged from all encumbrances and requisitions and free of all leases and tenancies on and subject to the conditions set out below and in the attached Schedule/s to this agreement.
5. The Owner agrees to:
  - (a) the Required Land being acquired by Declaration under the Public Works Act 1981 (PWA); and to
  - (b) the Required Easements being acquired by Declaration under the PWA pursuant to sections 20 and 28 or, alternatively, at the option of Council, to grant the Required Easements by Easement Instrument under the Land Transfer Act 2017 (LTA); and to
  - (c) accept the Compensation together with the other payments detailed in the Schedule/s to this agreement in full and final settlement of all claims under the PWA.
6. The Owner acknowledges the Council may retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the Compensation to release the Required Land from all encumbrances securing money.
7. The Owner further agrees to adduce a good title to the Required Land and the Easement Areas and to comply with the requirements set out in the Schedule/s to this agreement.
8. This agreement is not binding on Council or the Owner until signed on behalf of the Council and the Owner, respectively.

Signed by Westleigh Developments Limited  
by its directors:

  
Christine Anne DOUGLAS (Director)

  
Alastair Morgan SEYB (Director)

I confirm the above agreement to take by Declaration.

Signed for and on behalf of Kāpiti  
Coast District Council

  
\_\_\_\_\_  
Darren Edwards  
Chief Executive

In the presence of:

  
\_\_\_\_\_  
Witness Signature

Amanda Yannetta  
Name of witness

175 Rimu Road, Paraparaumu  
Address of witness

Executive Assistant  
Occupation of witness

**Schedule A:**

**Acquisition of Title and Compensation Certificate**

1. The Council will take the Required Land and the Required Easements by Declaration or, alternatively, at the option of Council, will register the Required Easements by Easement Instrument under the LTA. Council may register a compensation certificate pursuant to section 19 of the PWA against the Record of Title to the Owner's Land pending issue of the Declaration to facilitate settlement. The Council will prepare the compensation certificate and forward it for registration as soon as practicable following the date this agreement is signed by both parties. The Council will notify the Owner as soon as the compensation certificate has been registered.

**Compensation**

2. The Compensation comprises:

Required Land	\$556,521.74 plus GST, if any
ROW Easement	\$ 23,391.30 plus GST, if any
Service Easements	\$ 47,543.48 plus GST, if any
Injurious Affection	\$ 26,086.96 plus GST, if any
Total compensation to be paid	\$653,543.48 plus GST, if any

**Additional Compensation**

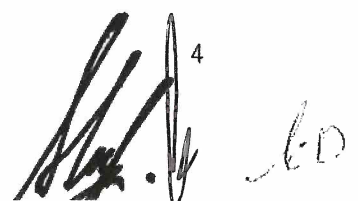
3. In addition to the Compensation, the Council will pay to the Owner on the Settlement Date the sum of **\$25,000 (Additional Compensation)** being the amount payable to the Owner pursuant to Section 72C of the PWA. The Additional Compensation is not subject to the imposition of GST. The Council will pay the Additional Compensation to the Owner on the Settlement Date in the manner described in clause 7 below. Payment of the Additional Compensation is subject to section 72D of the PWA.

**Settlement Date**

4. The date of settlement will be within 20 working days of the date the Council notifies the Owner that the Compensation Certificate has been registered or within 10 working days of the Council receiving an appropriate GST invoice from the Owner, whichever is the later
5. To facilitate settlement, the Owner or the Owner's solicitor will provide the Council with the settlement statement and a GST invoice (if applicable) for payment of the Compensation, the Additional Compensation and any other amounts payable under this agreement on the Settlement Date no later than 10 working days before the Settlement Date.

**Payment and Possession**

6. On the Settlement Date:
  - (a) Subject to clauses 11 and 12 of this Schedule A, the Council will pay the Compensation, and the Additional Compensation to the Owner in the manner set out in clause 7
  - (b) the Owner will give vacant possession of the Required Land to the Council.
7. The Owner acknowledges that the Council will tender settlement by way of an electronic transfer of funds drawn on the account of the Council pursuant to any protocol subsequently agreed between the parties.

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### Rates and Insurance

8. Net rates (including any water rates, and/or charges for water supply) will not be apportioned on the Settlement Date.
9. Insurance premiums payable in connection with the Required Land will not be apportioned on the Settlement Date and the Required Land will remain at the sole risk of the Owner until possession is given and taken.
10. Prior to settlement the Owner must at the Owner's expense maintain the Required Land in the same order and condition as at the date of this agreement, fair wear and tear excepted.
11. If any damage is done to the Required Land prior to settlement other than by the Council such damage is, at the option of the Council, to be made good by the Owner prior to settlement or the cost of making good such damage may be deducted by the Council from the Compensation.

### Mortgagees' and Charge holders' Statements

12. As the issue of the Declaration will clear or has cleared the Required Land of any encumbrance the Owner must advise whether the Required Land is, or was, at the Settlement Date, subject to any registered or unregistered mortgage, lien, charge, or any other encumbrance securing money. If the Required Land is/was so subject the Owner or the Owner's solicitor must forward to the Council statements signed by each mortgagee and holder of the lien or charge setting out the amount required to be paid to it in discharge or reduction of the mortgage debt or for the release of the lien, charge or other encumbrance securing money.

### GST

13. The parties agree that the supplies made pursuant to this agreement are subject to the provisions of the Goods and Services Tax Act 1985 (GST Act), and zero rated by virtue of Section 11(1) (mb) of the GST Act.
14. The Owner warrants that it is a registered person as required by the GST Act in respect of the supply to be made pursuant to this agreement and the Owner will still be a registered person at the Settlement Date.
15. The Council warrants that at the date of this agreement:
  - (a) it is a registered person as required by the GST Act;
  - (b) it is acquiring the Required Land and Required Easements for the purpose of making taxable supplies;
  - (c) the Required Land and the Required Easements will not be used as a principal place of residence by the Council or a person associated with it under Section 2A(1)(c) of the GST Act; and
  - (d) that the warranties provided in clause 15(a) to (c) will remain correct up until and including the Settlement Date.
16. Each party reserves its right to seek compensation from the other party and reserves all its remedies at common law and equity if the other party breaches any warranty granted in clause 14 and clause 15.

### Other payments and reimbursements

17. The Council will reimburse the Owner's reasonable legal, consultancy and valuation costs incurred in the negotiation and settlement of this agreement on production of accounts or receipts in accordance with section 66(1)(a)(ii) PWA.
18. The Owner acknowledges that the disturbance payments payable in accordance with clause 17 of this Schedule A are part of the total compensation payable under the PWA. The Owner must provide a tax invoice with respect to such payments in accordance with section 24 of the GST Act. Where the Owner is not registered for GST, the Owner must provide an invoice for the full amount of the disturbance payments referred to in that clause.

### Construction Works

19. The parties acknowledge and agree that:
  - (a) The Owner has obtained resource consent to subdivision (Resource Consent Number RM210003) to subdivide the Owner's Land (**Subdivision**);
  - (b) As part of the Subdivision that part of the Owner's Land shown as Lot 100 on Plan A (Lot 100) is to be vested in Kāpiti District Council as road;
  - (c) ROW Easement Area 1 is part of Lot 100 and is already formed access providing access to properties contained in Records of Title 759253, 759254 and 510969.
20. Pursuant to the rights and powers under the ROW Easement, the easement facility to be constructed by the Council over ROW Easement Area 2 and ROW Easement Area 3 comprises the construction of an access track to the Required Land (**Access Works**).
21. For the Access Works, Council will, in a good and workmanlike manner:
  - (a) Construct a 10m wide access track over ROW Easement Area 2 and ROW Easement Area 3.
  - (b) The access track shall be designed by suitably qualified engineers, including any cut and batter slopes, drainage and gradient and constructed by a suitably experienced construction contractor.
  - (c) As part of construction, Council shall lay a metalled running surface on ROW Easement Area 2 and ROW Easement Area 3.
22. Prior to the commencement of construction of the Access Works the Council will supply the Cuttriss design plan and civil works contract for the Access Works to be approved by the Owner, which approval shall not be unreasonably withheld or delayed.
23. Prior to the commencement of construction of the Works the Council will in good faith, liaise with the Owner to advise the timing of the Works and the likely duration of the Works.
24. The Council will undertake earthworks on the Required Land and the balance of the Owner's Land as shown on the Cuttriss Earthworks Design Plan (**Plan C**) attached as Schedule D to this agreement.

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25. The Council will undertake extensive landscaping on the completed earthworks surrounding the Reservoir to provide screening from the balance of the Owner's Land as shown on the Cuttriss Landscaping Plan (**Plan D**) attached as Schedule E to this agreement.
26. The Council will endeavour to complete the Works as soon as reasonably practicable and undertakes to cause as little damage and disturbance as is reasonably possible to the balance of the Owner's Land and the Owner's use of the land throughout construction of the Works.
27. Following completion of the Works, the Council will ensure that the surrounding land is left in a clean and tidy state and where appropriate tracks, or access routes affected by the Works will be re-sealed or re-grassed to a standard that was in place prior to the commencement of the Works.

#### Fencing

28. Prior to construction of the Works, the Council will erect temporary fencing between the area where the Works and construction are taking place and the balance of the Owner's Land for the duration of the Works to provide adequate security to the balance of the Owner's Land. Such temporary fencing will be constructed in consultation with the Owner.
29. Upon completion of the earthworks, the Council will fence the boundary between the Required Land and the balance of the Owner's Land at no cost to the Owner. The fencing shall be constructed using new materials comprising eight high tensile wire post and batten fence (**Fencing Works**).
30. Upon completion of the Works (or earlier at its sole discretion) the Council will, at its cost erect an internal fence and gate around the perimeter of the Reservoir within the Required Land in the location approximately shown hatched pink on the Fencing Plan (**Plan E**) attached as Schedule F to this agreement. The fencing shall be constructed using new materials comprising 1.8-metre-high security fence specifications pictured in Plan E.
31. The Council shall be entitled to undertake physical works necessary to enable the Fencing Works to be constructed on the boundary between the Required Land and the balance of the Owner's Land including, but not limited to, the right to excavate land for the purpose of construction, the removal of vegetation as necessary and any other earthworks required for the purposes of construction of the Fencing Works.
32. The Council will erect the fencing using materials commonly used for such fences at the time of construction and to the standard generally accepted by the fencing industry in New Zealand.

#### Reinstatement Planting

33. The parties acknowledge that there are plants (**Plants**) located on the balance of the Owner's Land in the vicinity of the Works which may require removal to accommodate the Works. The parties agree that the Council may remove the Plants from the balance of the Owner's Land, if required to accommodate the Works, at the Council's cost (**Plant Removal Works**).
34. The Council agrees to reinstate any Plants located within the balance of the Owner's Land which are affected as part of the Plant Removal Works (**Reinstatement Planting**). The exact size and species of the Reinstatement Planting to be determined in consultation with the Owner.
35. The parties acknowledge that the Council's obligation is to complete the Reinstatement Planting and that the Owner acknowledges and agrees that the Owner is responsible for the ongoing maintenance and care of the Reinstatement Planting once the Reinstatement Planting is completed. The parties acknowledge and agree that the Council has no ongoing responsibility for



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the Reinstatement Planting, including watering obligations and that all ongoing maintenance is the Owner's responsibility.

#### Required Easements

36. In consideration of the compensation to be paid to the Owner under Clause 2 of this Schedule A, the Owner grants to the Council the ROW Easement over the ROW Easement Area and the Service Easements over the Service Easement Area to be forever appurtenant to the Required Land.
37. The grant of the ROW Easement and the Service Easements is an acquisition by agreement under Section 17 and 28 of the PWA.
38. The Council will be responsible for obtaining consents of the Local Authority and Regional Council to the grant of the ROW Easement, as required by section 348 Local Government Act 1974, including the carrying out of any physical works necessary to obtain the same.
39. The ROW Easement and the Service Easements shall be on the terms, and shall contain the rights and powers, set out in Schedule G of this agreement (**Rights and Powers**).

#### Survey and Legalisation

40. The Owner acknowledges and agrees:
  - (a) it is the intention of both parties that the Council will complete the survey and legalisation actions in respect of the Required Land and the Required Easements prior to the Owner's Subdivision; and
  - (b) the Owner will not lodge any plans in respect of the Subdivision prior to the Council completing survey and legalisation in respect of the Required Land and the Required Easements.
41. The parties agree to liaise and coordinate the lodgement of survey plans at LINZ to avoid either party being unable to further action their respective plans due to LINZ Rules and requirements.
42. The Council will, at its cost as soon as reasonably practicable after completion of construction of the Works (or earlier, at the sole discretion of the Council):
  - (a) Survey the Required Land and the Easement Areas and have the Survey Office Plan approved as to survey; and
  - (b) As soon as reasonably practicable after completion of the survey, carry out all legalisation actions including:
    - i) take the Required Land for water supply purposes pursuant to section 20 PWA;
    - ii) registration of the Required Easements and obtaining consents (if any) for registration actions.
43. The Council agrees to act with due haste to publish any necessary Gazette Notice/s formalising the acquisition of the Required Land, once the survey plan has been approved by LINZ.
44. For the purposes of this agreement, the Owner consents to the Required Land being acquired for water supply purposes pursuant to section 20 PWA.



45. The Owner acknowledges that on completion of the Council taking the Required Land that the balance of the Owner's Land may have new appellations based on the survey office plan prepared for the Council's acquisition of the Required Land and the Required Easements. If so, the Owner will be provided with a new Record of Title for the balance of the Owner's Land based on those new appellations, at no cost to the owner.
46. If, following completion of the survey, the survey shows that the Required Land has an area of more than 10% greater than the area stated in this agreement, then the Owner is to be paid further compensation at the rate of \$65.01 plus GST if any, for each square metre in excess of 8,560 square metres, together with interest to be calculated in accordance with Schedule Two of the Interest on Money Claims Act 2016, in full and final settlement of all compensation under the PWA for such additional land.

#### Legalisation Required Easements

47. The Council may implement the acquisition of the Required Easements by way of declaration under section 20 of the PWA, or alternatively, at the Council's option, by way of Easement Instrument/s under the LTA.
48. Where the Required Easements are to be granted by way of Easement Instrument under the LTA, the Owner covenants with the Council, when called upon to do so by the Council, to grant the Required Easements by way of Easement Instrument/s which shall be effected by:
- (a) Council's solicitor preparing an Easement Instrument in a Landonline workspace created for the transaction;
  - (b) Council's solicitor certifying, signing and pre-validating the Easement Instrument in such Landonline Workspace;
  - (c) Council's solicitor providing to the Owner or the Owner's solicitor the dealing number allocated by LINZ; and
  - (d) The Owner's solicitor certifying, signing and releasing the Easement Instrument so that Council's solicitor can then submit it thereafter for registration.
49. The Owner covenants with the Council, when called upon to do so by the Council, in accordance with clause 48 to:
- (a) Grant the ROW Easement over the ROW Easement Area and the Service Easements over the Service Easement Area by way of Easement Instrument; and
  - (b) Procure the Owner's solicitor to certify, sign and release the Easement Instrument in accordance with clause 48(d) to enable the Required Easements to be registered; and
  - (c) Forthwith sign and produce any other plans and documents required to enable the Easement Instrument to be registered against the balance of Owner's Land; and
  - (d) Obtain the consent of any mortgagee, caveator, encumbrance or other person having a prior registered interest in respect of the Owner's Land necessary to enable the Easement Instrument to be registered against the Record of Title of the balance Owner's Land, or to authorise the Council to obtain such consent; and
  - (e) Provide the Council with written evidence of the registration of the Required Easements.



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50. The Council shall meet all costs of creating and registering the Required Easements and including without limitation obtaining any resource consents and all legal, registration and survey costs.

#### Consent for Entry

51. The Council is entitled to enter and re-enter the balance of the Owner's Land at all times with or without such assistants, machinery, vehicles and equipment as are reasonably necessary for the carrying out and completion of the construction works, survey and fencing required pursuant to this agreement. When entering the balance of the Owner's Land the Council agrees to:

- (a) Comply with all relevant legislation, regulations and bylaws affecting the balance of the Owner's Land.
- (b) Do all things necessary to comply with the Health and Safety at Work Act 2015 including:
  - i. Ensuring, so far as is reasonably practicable, that the balance of the Owner's Land and anything arising from the balance of the Owner's Land are without risks to the health and safety of any person; and
  - ii. Notifying the Owner immediately if the Council becomes aware of any hazard or risk on the balance of the Owner's Land, or in the vicinity of the balance of the Owner's Land, which might, or may have the potential to, harm any person.

#### Warranties

52. The Owner warrants and undertakes that at the date of this agreement:

- (a) the Owner has no knowledge of any requirement and has not received any notice from any tenant or any local or government authority which affects the Required Land in any way and which has not been disclosed to the Council;
- (b) where the Owner has undertaken any work on the Required Land for which a permit or building consent was required by law, the Owner obtained the permit or building consent, completed the work in accordance therewith, obtained a Code Compliance Certificate (if applicable) and complied with the provisions of the Building Act 2004 at all times;
- (c) the Owner has not given any consent or waiver under the Resource Management Act 1991, which directly or indirectly affects the Required Land; and
- (d) the Required Land is not subject to a "short-term lease", the term "short-term lease" being defined by section 207 of the Property Law Act 2007. The Owner further warrants and undertakes that as at the Settlement Date the Required Land will not be subject to a short-term lease.

53. The Owner warrants and undertakes that at settlement:

- (a) the Owner has delivered to the Council all notices and requirements received after the date of the agreement from any local or government authority unless the Owner has satisfied the notice or requirement. If the Owner has failed to deliver to the Council or satisfy the notice or demand, then the Owner shall be liable for any costs or penalties arising from such failure;
- (b) the Owner has not given any consent or waiver in relation to any application under the Resource Management Act 1991 which directly or indirectly affects the Required Land. The parties acknowledge that the Owner's Land has the benefit of Land Covenant 8409664.6 which

provides that the neighbouring properties in Records of Title 759253 and 759254 are unable to object to the development of the Owner's Land;

- (c) where, under Section 100 of the Building Act 2004, any building on the Required Land requires a compliance schedule, all obligations imposed on the Owner under the Building Act 2004 have been complied with; and
- (d) there will be no arrears of water rates or charges, or, that any arrears at the Settlement Date will be paid in full by the Owner on that date.

54. The Owner warrants to the best of the Owner's knowledge:

- (a) there are no contaminants (as the term is defined in the Resource Management Act 1991) present on the Required Land;
- (b) the Owner has not dealt with any contaminant on the Required Land except in accordance with the Resource Management Act 1991;
- (c) no one has ever used any part of the Required Land as a landfill or waste dump except for occasional and immaterial disposal of non-toxic domestic waste; and
- (d) there are not currently, nor have there been in the past, any storage tanks on the Required Land.

55. Settlement will not be deferred, but the Council reserves its rights to seek compensation from the Owner and reserves all its remedies at common law and equity if the Owner breaches any warranty granted in clause 51 to clause 53 (inclusive).

#### No Objection

56. The Owner agrees that the Owner will not lodge any submission in opposition to the Works or participate in any objection or appeal which opposes any designation, resource consent or notice of requirement or take any other action which may have the effect of preventing or interfering with the Council's future plans in relation to the Works. This condition is not to merge upon settlement but will remain enforceable to the fullest possible extent.

#### General

57. The parties agree and acknowledge that:

- (a) where any obligation or agreement hereunder remains unperformed at settlement then that obligation or agreement, notwithstanding any rule of law or equity to the contrary, is to ensure until fully discharged by performance and in no circumstance, whatsoever is to merge upon settlement of this agreement.
- (b) reference to the Council includes the Council, its contractors and invitees where the context requires this and vice versa.

58. The Owner acknowledges and agrees that until accepted in writing, this document is only an offer to sell to the Council and its acceptance is not to be anticipated and the Owner is not to enter into any consequential commitments in reliance of this offer being accepted by the Council. This agreement is not binding on the Council until signed on the Council's behalf. Any variation of this agreement is not binding on the Council unless signed on behalf of the Council.

### Electronic Execution

59. The parties agree that:

- (a) this agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this agreement by signing a counterpart copy and sending it to the other party, including or email.
- (b) the production of an emailed copy or copies of the agreement signed by all parties is to be deemed to be sufficient to satisfy the requirements of the Property Law Act 2007.
- (c) in the case of email, any notice or document is deemed to have been received when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically do not constitute an acknowledgement.
- (d) in accordance with the Contract and Commercial Law Act 2017, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of electronic communication.

### Council Capacity

60. The Council has entered into this agreement in its 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 the Council gives under this agreement is not an agreement or consent in its regulatory capacity, and vice versa. When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this agreement. The Council will not be liable to any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission any party seeks for any purpose associated with this agreement.

Schedule B:

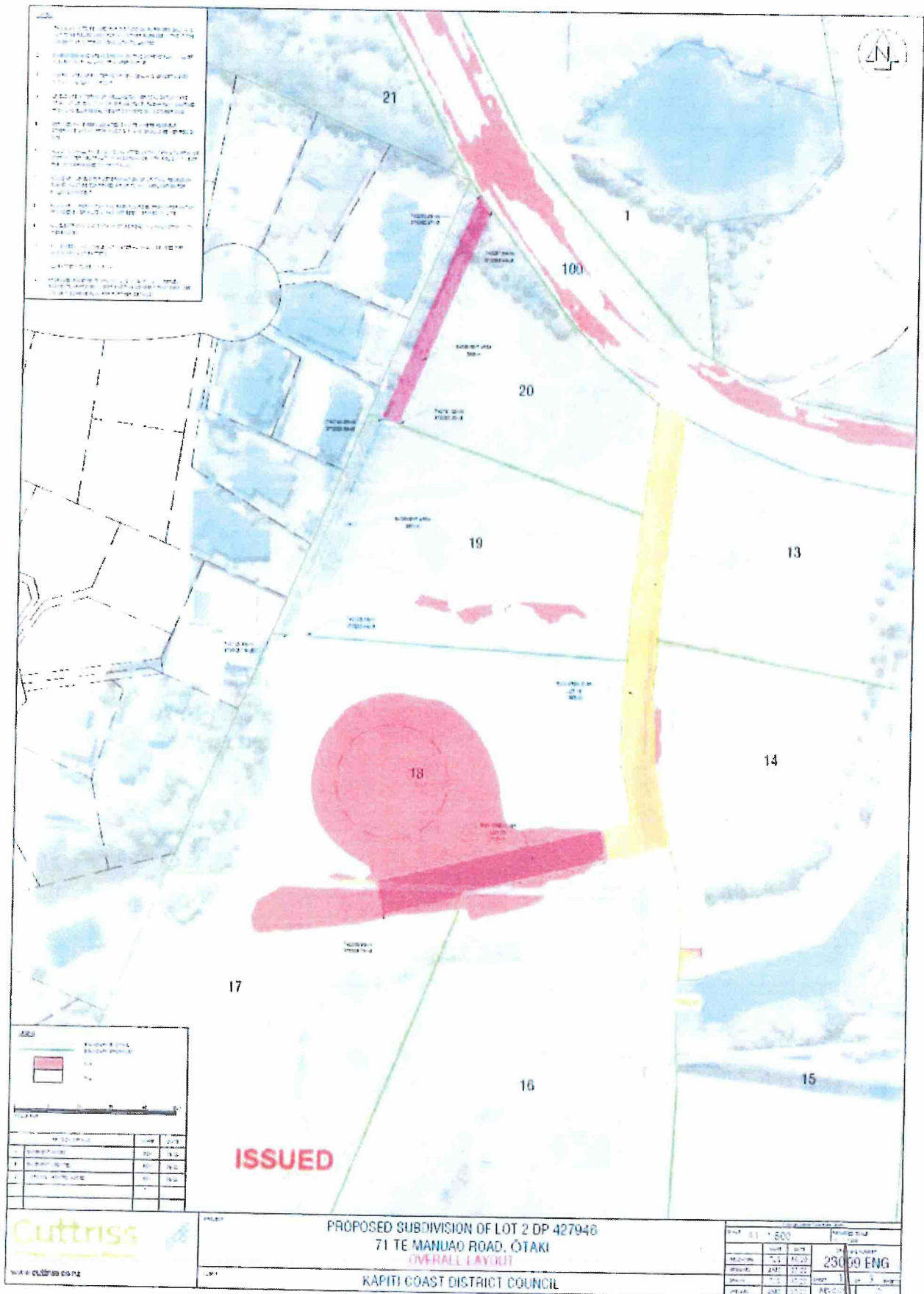
Plan A: Land and Easement Requirement Plan



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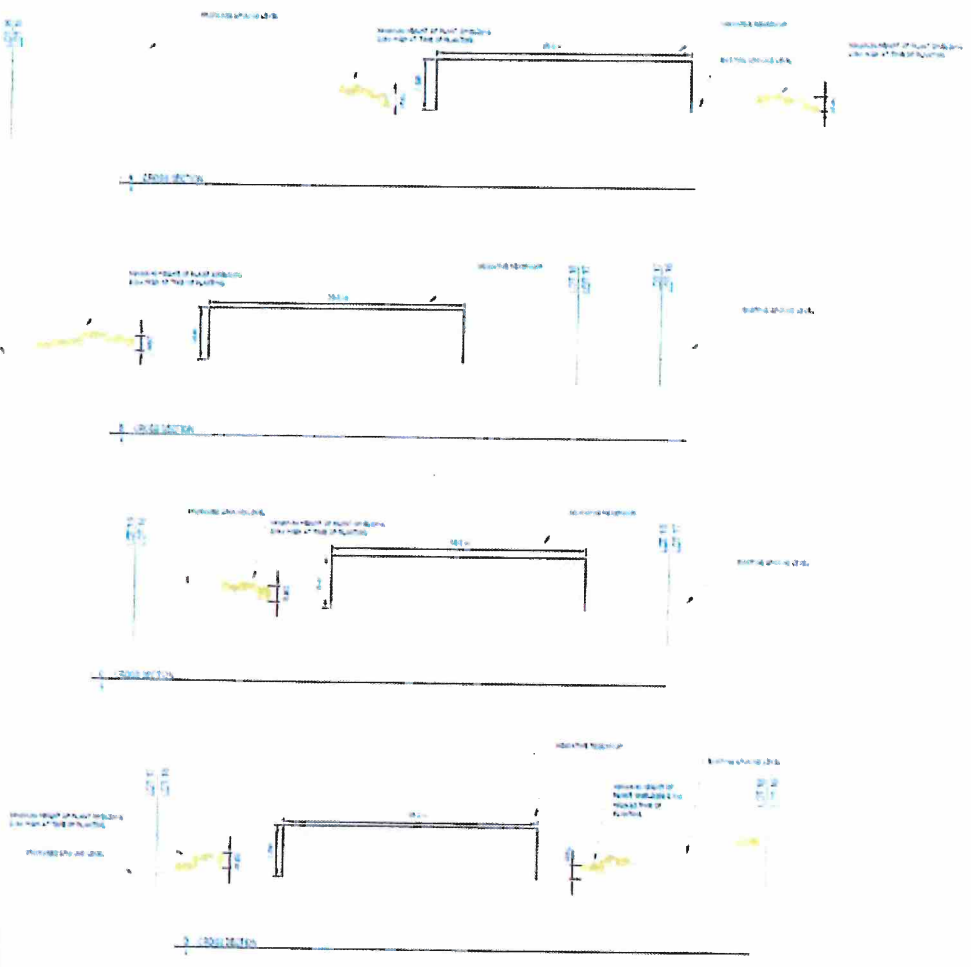
Schedule C:

Plan B: Easement Requirement Plan





- 1. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.
- 2. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.
- 3. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.
- 4. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.
- 5. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.
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- 9. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.
- 10. TO SHOW THE PROPOSED SUBDIVISION OF LOT 2 DP 427946 INTO 16 LOTS OF APPROXIMATELY 1000 SQM EACH.



NO.	DESCRIPTION	DATE	BY
1	ISSUED	12/12/20	...
2	...	...	...

**ISSUED**



PROPOSED SUBDIVISION OF LOT 2 DP 427946  
 71 TE MANUAO ROAD, ŌTAKI  
 LANDWORKS DESIGN FOR RESERVOIR - LOTS 16, 17, 18 & 19  
 KAPITI COAST DISTRICT COUNCIL

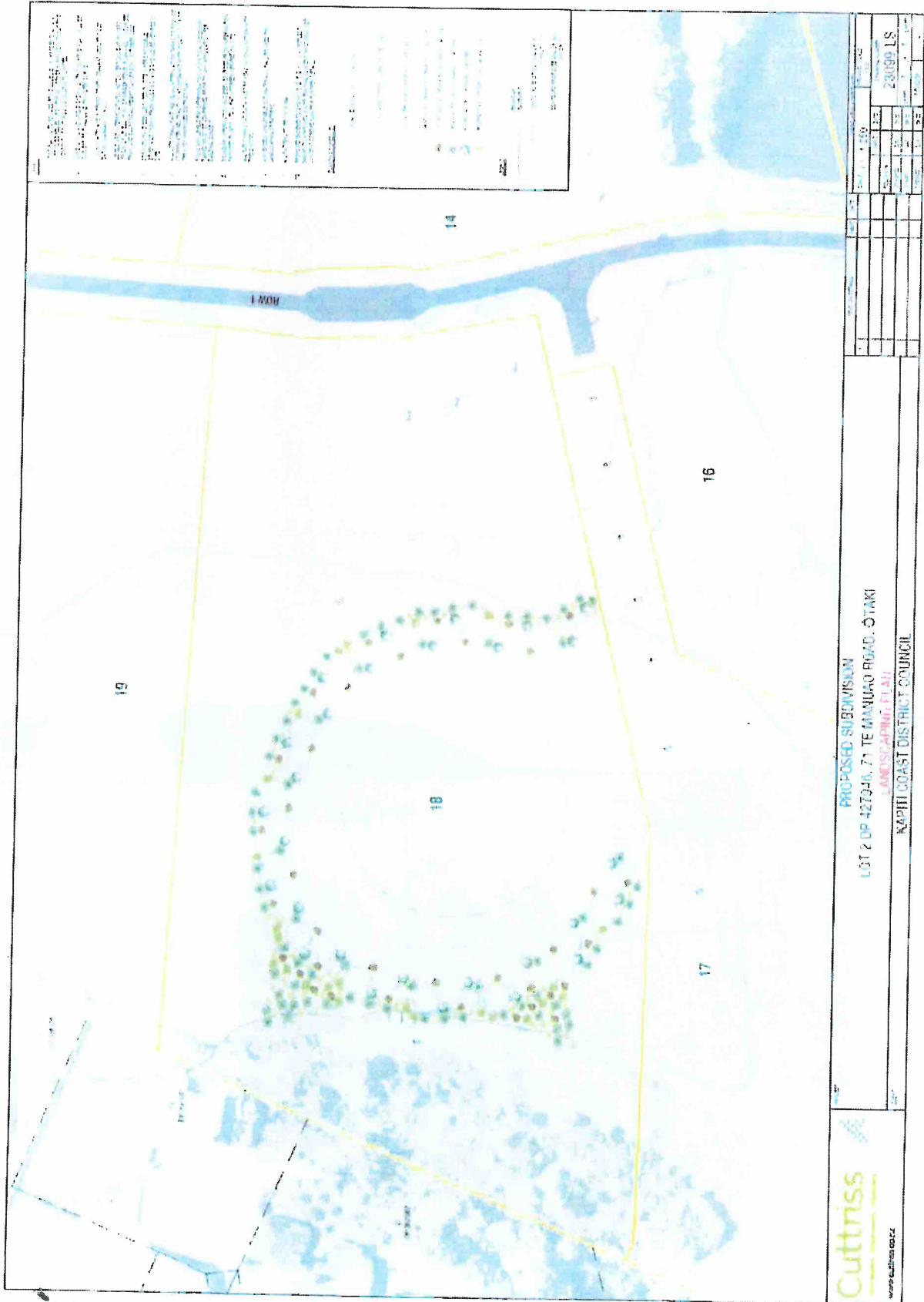
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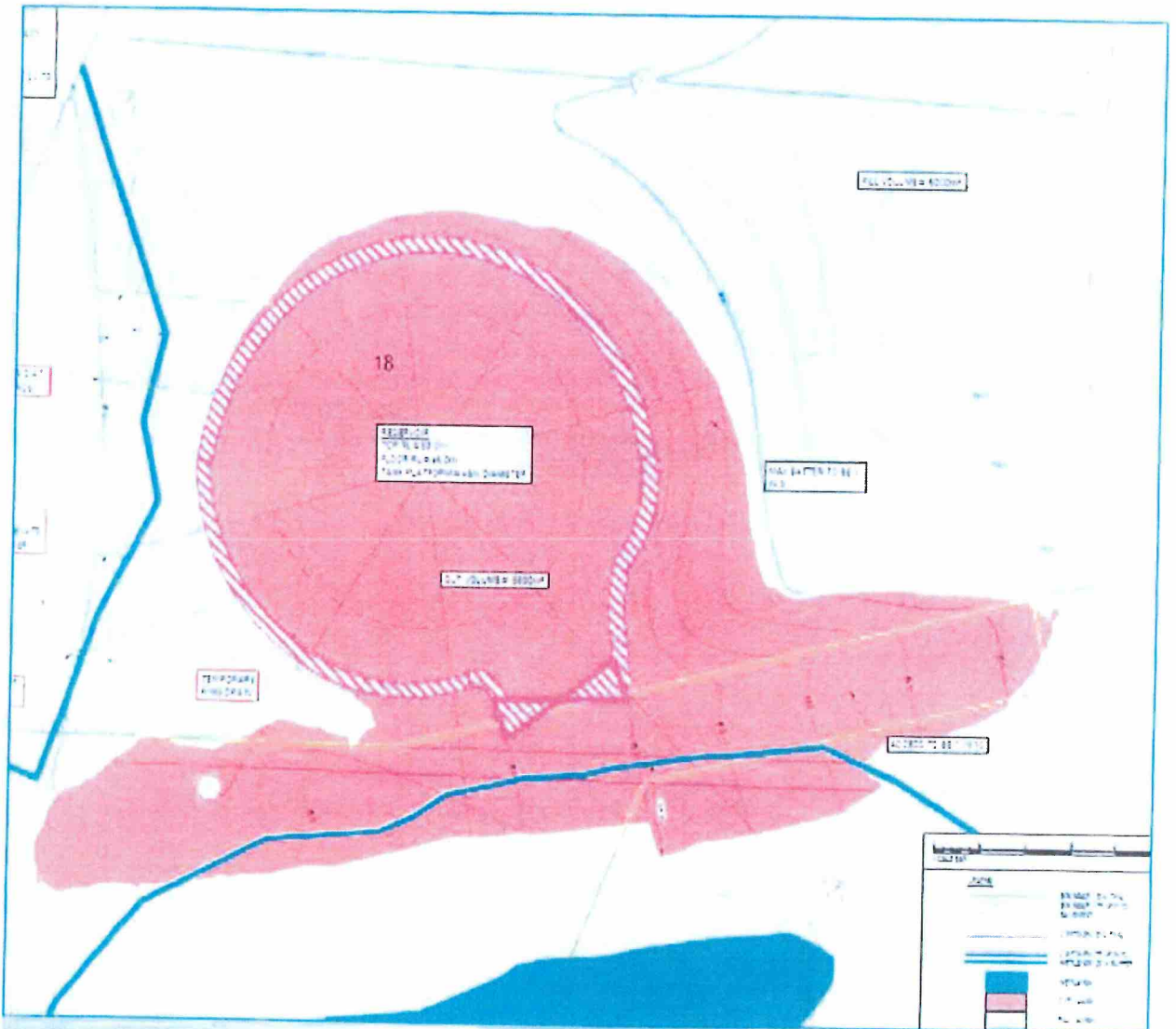
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Schedule E:

Plan D: Landscaping Plan





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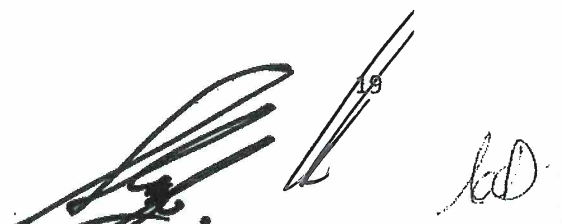
**Schedule G:**

**Rights and Powers of Required Easements**

The rights and powers implied in the specified classes of easements 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 **added to** by the following:

1. Any terms used in this easement that are defined in the Land Transfer Regulations 2018 shall take those meanings unless otherwise modified by the terms set out in this instrument.
2. Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the modifications in this instrument, the modifications must prevail.
3. The Grantor acknowledges that this easement instrument is entered into by the Grantee in its capacity as owner and administering body of the easement facility and not as a regulatory authority. The two roles of the Grantee are different and any consent or approval given by the Grantee in its capacity as land owner under this easement instrument will not be deemed to waive or imply the Grantee's consent or approval in its capacity as regulatory authority or owner of other land and similarly any consent given in its capacity as a regulatory authority will not be deemed to waive or imply its consent or approval in its capacity as owner of the easement facility under this easement instrument or elsewhere.

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large, stylized signature on the left, a smaller signature or set of initials in the middle, and another set of initials on the right.

