



# Deed of Grant of Easement

(Pursuant to Section 60 of the Land Act 1948)

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The Commissioner of Crown Lands

Alex Gregory Telford and Sapphire Anabelle Choo-Ming Telford

Correct for the purposes of  
the Land Transfer Act 2017

A handwritten signature in black ink, appearing to be 'GJM', written over a horizontal line.

Solicitor for the Grantee

Graham John Mowbray

Barrister & Solicitor  
169 Rimu Road, Paraparaumu  
New Zealand

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Date: 4th December 2025

**PARTIES**

The Commissioner of Crown Lands at Wellington (*Grantor*)

Alex Gregory Telford and Sapphire Anabelle Choo-Ming Telford (*Grantee*)

**BACKGROUND**

- A The Grantee seeks an Easement for a Right of Way over the Easement Land.
- B The Grantor has agreed to grant to the Grantee an Easement over the Easement Land being part of the Grantor's Land and the Grantee agrees to accept the grant of the Easement on the terms and conditions set out in this Deed.

**OPERATIVE PART**

**1 DEFINITIONS AND INTERPRETATION**

**1.1** In this Deed (including the Schedules):

*Authority* any governmental, local, territorial or statutory authority which has jurisdiction or authority in relation to the Grantor's Land or its use;

*Commencement Date* means the date of this Deed;

*Deed* means this Deed, the Background and the Schedules;

*Default Interest Rate* means 2% per annum above the Grantor's bank's unsecured commercial base overdraft rate at the date of default;

*Dominant Land* means Lot 3 DP 53393 and a 1/3 share in Lot 5 DP 53393

*Easement* means the Right of Way;

*Easement Land* means the following area of the Grantor's Land being: Part Block XIII Kaitawa Survey District SO 609867 [(subject to survey)] and being unregistered Crown land vested in His Majesty the King shown marked A on SO 609867 the plan attached in Schedule 1 of this Deed within which the Grantee may exercise the rights granted by this Deed;

*Equipment* includes equipment, tools, Machinery and all materials and items necessary for the purposes of exercising any of the rights granted by this Deed;

*Grantor's Land* means the unregistered Crown land described as Block XIII Kaitawa Survey District SO 609867;

*GST* means goods and services tax chargeable under the GST Act;

*GST Act* means the Goods and Services Tax Act 1985;

*HSW Act* means the Health and Safety at Work Act 2015;

*Install* means install, lay, suspend, extend, connect, inspect, use, replace, and remove;

*Machinery* includes cranes, drilling rigs, plant, pile drivers, excavators and other similar tools and machinery;

*Maintain* includes maintain, repair, renew, alter and inspect and *maintenance* has a similar meaning;

*Right of Way* means the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Land at any time on foot or on or with [bicycles, animals or non-motorised vehicles][Vehicles] without interruption or impediment

*Structures* includes buildings, towers, poles, repeaters, pipes, [pumps, pump sheds, storage tanks, weirs, cables], bridges, roads, walls, frames, and fences of any kind;

*Vegetation* includes all vegetation both cultivated and natural and includes grass, crops, trees, and shrubs;

*Vehicles* includes trucks, tractors, cars, bicycles, boats, aircraft, motorcycles (2 and 4 wheeled) and trailers whether wheeled or tracked; and

*Working Day* means any day of the week excluding Saturday, Sunday, national statutory holidays, and the anniversary days commonly observed in Wellington, Auckland, and in the locality in which the Easement Land is situated.

- 1.2 In the interpretation of this Deed unless the context otherwise requires:
- (a) references to a clause or a schedule is a reference to a clause or a schedule in this Deed;
  - (b) the headings and subheadings appear as a matter of convenience and do not affect the interpretation of this Deed;
  - (c) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to;
  - (d) derivations of a defined term have similar meanings to the defined term;
  - (e) references to the Grantee include their successors and assigns and, where not repugnant to the context, their employees, contractors, agents, lessees, licensees, and invitees;
  - (f) any provision to be performed by two or more persons binds those persons jointly and severally;
  - (g) a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, estate or Authority, whether or not having separate legal identity;
  - (h) a prohibition against doing any thing also includes a reference not to permit, suffer or cause that thing to be done; and

- (i) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

## 2 GRANT OF EASEMENT

2.1 Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee [as an easement appurtenant to the Dominant Land] a Right of Way over the Easement Land [for the duration of the Term] together with the following incidental rights and powers:

- (a) the right to Install the Structures on the Easement Land;
- (b) the right to Maintain the Structures on the Easement Land; and
- (c) the right from time to time and at all times to enter, exit, pass and remain on, under or over such part of the Easement Land as is reasonable for the exercise of the rights granted under this Deed from time to time and at all times for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without Vehicles or Equipment necessary for such purposes but subject to the limitations expressed in this Deed.

2.2 The rights granted under this Deed to the Grantee are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future. The easement rights granted under this Deed to the Grantee are subject to the compliance by the Grantee with the obligations imposed on it under this Deed.

## 3 PAYMENTS

### *Consideration*

3.1 In consideration of the grant of Easement[s] in this Deed:

- (a) the Grantee will pay the Grantor **\$1,000.00** plus GST plus \$2.00 per metre of easement length; and
- (b) the Grantee will observe the obligations imposed on it under this Deed.

3.2 [The Grantee will pay the consideration to the Grantor by the 20<sup>th</sup> day of the month following the Commencement Date.]

### *Payment of rates*

3.3 The Grantor must pay all rates, taxes (including land or improvements tax), charges, assessments and other outgoings levied by an Authority in respect of the Easement Land and/or the Structures.

3.4 The Grantee will reimburse the Grantor for all payments made under clause 3.3 by the 20<sup>th</sup> day of the month following receipt of a valid tax invoice from the Grantor.

### *Proportion of rates*

3.5 Where any charge, rates or other payment under clause 3.3 or 3.4 is not separately assessed in respect of the Easement Land and/or the Structures, the Grantee will pay a fair proportion as agreed by the parties or determined under clause 14.

*Interest on overdue payments*

- 3.6 If the consideration or other money payable by the Grantee under this deed remains unpaid for one month after its due date then the Grantee will pay to the Grantor, on demand, interest at the Default Interest Rate on the unpaid amount calculated from the due date to the date of payment.

*GST*

- 3.7 The Grantee will, at the time the consideration or any other amounts fall due for payment, pay to the Grantor all GST payable on the consideration and any other amounts payable by the Grantee under this deed (provided that the consideration and other amounts are calculated net of GST).
- 3.8 In respect of GST the parties agree as follows:
- (a) unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act;
  - (b) if the supply evidenced by this grant of easement is a taxable supply under the GST Act and the parties agree that it is to be zero-rated for GST purposes under section 11(1)(mb) of the GST Act, then:
    - (i) the Grantor and the Grantee warrant that they are each registered for GST purposes as at the Commencement Date and will be so at the time GST falls due for payment;
    - (ii) the Grantee warrants as at the Commencement Date and as at the time GST falls due for payment that it is acquiring the rights supplied with the intention of making taxable supplies; and
    - (iii) the Grantee warrants as at the Commencement Date and as at the time GST falls due for payment that the Grantee and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Easement Land as a principal place of residence.

**4 REGISTRATION**

This Deed may be registered pursuant to section 60 of the Land Act 1948 and both parties will do all things necessary to enable registration.

**5 OBLIGATIONS OF THE GRANTEE**

- 5.1 The Grantee will, when exercising its rights under this Deed:
- (a) wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads and with the Grantor's directions;
  - (b) immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - (c) take all reasonable precautions for guarding against any danger (including but without limitation, fire, physical damage or transmission of disease or spread of

contaminants), and in particular will (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1(c)) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any Authority;

- (d) ensure that as little damage or disturbance is caused to the surface of the Easement Land and the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is similarly restored;
  - (e) repair to the reasonable satisfaction of the Grantor, any part of the Easement Land and the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which may be damaged directly or indirectly by the Grantee.
- 5.2 The Grantee covenants that when it exercises its rights under this Deed it will do so at all times in a manner so as not to obstruct or hamper the Grantor in its authorised use of the Easement Land.
- 5.3 The Grantee will not at any time carry out on the Easement Land any activity which is not provided for under clause 2 of this Deed, or do any other thing which would affect the ability of the Grantor to use the Easement Land.
- 5.4 The Grantee will comply at all times with all statutes and regulations, ordinances and by-laws, and codes of practice placing obligations on the Grantee and covenants to obtain all approvals, consents and authorisations as are necessary for the Grantee to lawfully conduct the activities permitted by this Deed.
- 5.5 The Grantee will at all times use its best endeavours to keep the Easement Land clear of noxious weeds, pests, disease and contaminants resulting from the Grantee's exercise or attempted exercise of its rights under this Deed.
- 5.6 The Grantee will at all times keep the Easement Land clear of Vegetation considered in the reasonable opinion of the Grantee to be a danger or hazard to the safety or operation of the Structures.
- 5.7 The Grantee will maintain the Structures that the Grantee has Installed on the Easement Land (if any) and will prevent the Structures from becoming a danger or nuisance.
- 5.8 In accordance with section 34 of the HSW Act, the Grantee will, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- (a) the Grantor; and
  - (b) other persons conducting a business or undertaking (as defined in section 17 of the HSW Act) who are accessing any part of the Easement Land,
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the HSW Act.
- 5.9 The Grantee will comply with its duties under the HSW Act and ensure its own health and safety and that of its workers and any person who enters on any part of the

Grantor's Land and/or the Easement Land at the request or under the authority of the Grantee.

## **6 OBLIGATIONS OF THE GRANTOR**

- 6.1 Subject to any rights existing at the Commencement Date, the Grantor will not do anything on the Easement Land whereby the rights, powers and liberties granted to the Grantee by this Deed may be interfered with and in particular the Grantor may not without the consent in writing of the Grantee (which will not be unreasonably withheld):
- (a) erect or permit the erection of any Structures on the Easement Land except as expressly permitted under clause 6.1(c);
  - (b) make any alterations or additions to any Structure on the Easement Land which affects the overall dimensions; and
  - (c) erect any fence of a height of more than three (3) metres on the Easement Land.
- 6.2 The Grantor may delegate all or any rights, benefits and obligations conferred by this Deed provided that the exercise of any such rights, benefits or obligations by that person must not limit the liability of the Grantor in the performance or observance of the provisions of this Deed.

## **7 OWNERSHIP AND REMOVAL OF STRUCTURES**

- 7.1 All Structures Installed on the Easement Land by the Grantee will remain the property of the Grantee and will not for any reason become the property of the Grantor.

## **8 COSTS**

- 8.1 The Grantee is responsible for:
- (a) all reasonable costs and expenses (including the Grantor's legal costs) in relation to the preparation, negotiation and enforcement of any provisions of this Deed;
  - (b) the registration (if any) of this Deed and any associated costs; and
  - (c) all the costs of the Installation, construction, operation, repair and maintenance of the Structures, the carrying out of all works permitted by this Deed, and the exercise of all rights under this Deed.

## **9 NO GRANTOR WARRANTY**

The Grantee acknowledges that it has entered into this Deed in reliance upon its own judgement and not in reliance upon any representations or warranties made by or on behalf of the Grantor as to the suitability of the Easement Land for any purpose or otherwise.

## **10 GRANTEE INDEMNITY**

- 10.1 The Grantee hereby indemnifies the Grantor against any loss, claim, costs, damage, expense or liability or proceeding suffered or incurred at any time by the Grantor resulting from any breach of the Grantee's obligations under this Deed.

10.2 The Grantee acknowledges that this Deed is granted on the basis that the Grantee's entry and/or use the Easement Land under this Deed, is strictly at its own risk and the Grantee indemnifies the Grantor from and against any action or claim made by any person the Grantee permits to enter into and upon the Easement Land.

#### 11 GRANTOR'S LIABILITY EXCLUDED

11.1 Under no circumstances will the Grantee seek to claim against the Grantor in contract, tort, or otherwise for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

#### 12 ASSIGNMENT

The Grantee may not transfer, lease, assign or licence all or any part of its interest in the Easement Land or the rights in this Deed or any parts of those rights without the prior written consent of the Grantor, [which may be granted subject to conditions]. Any transfer, lease, assignment or licence shall be subject to the rights and obligations set out in this Deed (and any such other rights and obligations as the Grantor may reasonably require).

#### 13 TERMINATION

13.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 20 Working Days or such other time agreed in writing by the parties.

13.2 If the breach remains unrectified (or is unable to be rectified) then the Grantor may terminate the rights granted by this Deed by written notice.

13.3 Upon termination (for whatever reason) of the grant of Easement evidenced by this Deed all rights of the Grantee will immediately cease but the Grantee will not be released from any liability to pay consideration or other moneys up to the date of termination, and the Grantee will at its cost [decommission and] remove the Structures placed by it upon the Easement Land and reinstate the Easement Land.

13.4 Upon termination the Grantee will formally surrender the rights under this Deed and surrender the grant of Easement.

#### 14 DISPUTES

If any dispute arises between the Grantor and the Grantee concerning the rights and obligations created by this Deed the parties will enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 20 Working Days of the date on which the dispute was notified, the parties will refer the dispute to mediation by a single mediator agreed by the parties (or, if they cannot agree, appointed by the Resolution Institute) on the terms of the Resolution Institute Mediation Rules and at a fee agreed by the parties (or, if they cannot agree, at a fee determined by the Resolution Institute). Each party shall pay its own costs of mediation. Notwithstanding any dispute, the parties shall continue to perform their obligations under this Licence as far as practical given the nature of the dispute provided that this clause is subject in all respects to the provisions of section 17 of the Land Act 1948.

**15 NOTICES**

15.1 Any notice to be given by one party to the other under this Deed must be in writing and will be forwarded by email, delivering or posting it to the appropriate address set out below or to such address notified by the addressee in writing to the other party:

**The Grantor's Address:**

Land Information New Zealand  
Crown Property Management  
Radio New Zealand House  
155 The Terrace, P O Box 5501  
WELLINGTON

Email: customersupport@linz.govt.nz

**The Grantee's Address:**

Alex Gregory Telford and  
Sapphire Anabelle Choo-Ming Telford  
73 Valley Road  
PARAPARAUMU 5032

Email: agtelford@outlook.com

15.2 All such notices shall be deemed to have been received:

- (a) if posted, three Working Days following deposit in the mail with postage prepaid;  
or
- (b) if hand delivered, at the time of actual delivery to the recipient's address; or
- (c) if sent by email, on receiving a response to the notice from the addressee (not being an automatically-generated response such as an out of office notification or read receipt),

provided, however, that a notice sent or delivered on a day which is not a Working Day shall be deemed to be received at 9am on the next Working Day.

**16 SEVERABILITY**

If any part of this Deed is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

**17 COVENANTS IMPLIED BY LAND TRANSFER REGULATIONS 2018 and PROPERTY LAW ACT 2007**

The implied rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 are specifically excluded and replaced with those contained in this Deed.

**18 NO WAIVER**

18.1 A waiver of any provision of this Deed shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given.

18.2 A failure, delay or indulgence by one party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

**19 GOVERNING LAW**

This Deed shall be governed by and construed in accordance with New Zealand Law.

**20 BINDING ON SUCCESSORS**

This Deed will be binding on and endure for the benefit of the executors, administrators, successors, and assigns of both parties.


**21 FURTHER ASSURANCES**

Each of the parties agrees to execute and deliver any documents and to do all acts and things as may reasonably be required by the other party to obtain the full benefit of this Deed according to its true intent.

**IN WITNESS WHEREOF** this Deed has been duly executed on the date first written above.

**Signed by**

acting for and on behalf of the  
Commissioner of Crown Lands pursuant to  
a delegation under Schedule 6 Clause 2 of  
the Public Service Act 2020 in the presence  
of:

  
\_\_\_\_\_  
Authorised signatory

Megan McKinstry  
Full name (please print)  
Customer Regulatory Specialist  
Crown Property - Wellington



  
\_\_\_\_\_  
Witness signature


Alexander John Hall  
Full name (please print)

SENIOR CUSTOMER REGULATORY SPECIALIST - CROWN PROPERTY  
Occupation (please print)

LEVEL 7, 155 THE TERRACE, WELLINGTON  
Address (please print)

Signed by **Alex Gregory Telford** and  
**Sapphire Anabelle Choo-Ming Telford**  
in the presence of:

   
\_\_\_\_\_  
Signature of Grantee

  
\_\_\_\_\_  
Witness signature

Full name (please print)  **Graham John Mowbray**   
Barrister & Solicitor  
169 Rimu Road, Paraparaumu  
Occupation (please print)  **New Zealand**

\_\_\_\_\_  
Address (please print)]

**SCHEDULE 1 – EASEMENT LAND**

*[Plan to be inserted if necessary and defined term "Easement Land" to be completed accordingly]*