



View Instrument Details

Instrument No 11378265.3
Status Registered
Date & Time Lodged 20 March 2019 16:12
Lodged By Rakatau, Shelly Patricia
Instrument Type Easement Instrument



Affected Records of Title	Land District
698964	Hawkes Bay
698965	Hawkes Bay
698966	Hawkes Bay

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 9939286.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Edward Anthony Bostock as Grantor Representative on 27/03/2019 03:54 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jacqueline Antoinette Gray as Grantee Representative on 28/03/2019 08:41 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Bruce John BUCHANAN
Jocelyn Julie BUCHANAN

Grantee

CENTRALINES LIMITED

Grant of Easement or *Profit à prendre*

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 *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
*required**Continue in additional Annexure Schedule, if*

Purpose of Easement, or <i>profit</i>	Shown reference) (plan	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity and Right to convey telecommunications	A on DP 487954	Lot 1 DP 487954 (698964)	In gross
	B on DP 487954	Lot 2 DP 487954 (698965)	
	C on DP 487954	Lot 3 DP 487954 (698966)	

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]** **[negatived]** ~~[added to]~~ or ~~[substituted]~~ by:

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

[the provisions set out in Annexure Schedule 1]

Annexure Schedule 1

Page of Pages

Insert instrument type

Easement	Dated:
----------	--------

Continue in additional Annexure Schedule, if required

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS COVENANTS AND CONDITIONS) The rights and powers implied in the above easements are those prescribed by the Fifth Schedule to the Land Transfer Regulations 2018 ("the Fifth Schedule") but modified as set out below. Where the modifications and the Fifth Schedule are in conflict the modifications must prevail. Modifications 1. The term "invitee" shall include any wholly owned subsidiary of the Grantee. 2. In exercising the right of entry to carry out any work on any easement facility within the easement area, the Grantee will (except in an emergency) give the Grantor 48 hours prior notice before entering onto the Burdened Land. 3. (a) The Grantor must not place any buildings erections or fences on the easement area or plant or suffer or allow to grow any tree or shrub on or near the easement area that may interfere with any easement facility and will not do or omit to do or allow or suffer any things which may interfere in any way with the Grantee's rights herein. (b) Where in the sole opinion of the Grantee any tree or shrub, whether in or near the easement area, is causing or is likely to cause interference with any easement facility or access to it, the Grantor must at the request of the Grantee remove or trim back the offending tree or shrub, and the provisions of Clause 13 of the Fifth Schedule will apply. 4. Nothing in this easement compels the Grantee to convey electricity or telecommunications through the easement area, and the Grantee may discontinue and recommence such usage at will. 5. Nothing in this easement restricts limits abrogates or abridges any rights powers or remedies vested in the Grantee by any statute or regulation or statutory rule. 6. The Grantor and Grantee agree that all wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear and other equipment within the easement area associated with this easement are the property of the Grantee. 7. The Grantor shall be responsible for the cost of any repair or replacement of any easement facility (including all wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear and other equipment within the easement area) on the Burdened Land that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the Grantor).
--