

View Instrument Details



Instrument No 11589318.6
Status Registered
Date & Time Lodged 15 January 2020 16:26
Lodged By Hema, Jacqueline Kaya
Instrument Type Easement Instrument



Affected Records of Title	Land District
912102	South Auckland
912103	South Auckland
912112	South Auckland
912113	South Auckland
912114	South Auckland
912115	South Auckland
912116	South Auckland
912117	South Auckland
912118	South Auckland
912119	South Auckland
912120	South Auckland
912121	South Auckland
912122	South Auckland
912123	South Auckland
912126	South Auckland
912127	South Auckland
912129	South Auckland
912130	South Auckland
912131	South Auckland
912132	South Auckland
912133	South Auckland
912134	South Auckland
912135	South Auckland
912136	South Auckland

Annexure Schedule Contains 7 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 ☒

Mortgage 7679449.3 is being discharged/extinguished in a prior dealing or in the same dealing ☒

I certify that the Mortgagee under Mortgage 11031233.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Peter Ian Attewell as Grantor Representative on 06/01/2020 09:53 AM

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 Anna Christina Ferguson as Grantee Representative on 17/12/2019 09:20 AM

***** End of Report *****

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Grantor

PAG ENTERPRISES LIMITED

Grantee

HORIZON ENERGY DISTRIBUTION 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 (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	A on DP 542066 B on DP 542066 C on DP 542066 D on DP 542066 E on DP 542066 F on DP 542066 G on DP 542066 H on DP 542066 I on DP 542066 J on DP 542066 K on DP 542066 L on DP 542066 M on DP 542066 Q on DP 542066 U on DP 542066 UA on DP 542066 UB on DP 542066 UC on DP 542066 UD on DP 542066 UE on DP 542066 UF on DP 542066 UG on DP 542066 UH on DP 542066 UI on DP 542066 UJ on DP 542066 UK on DP 542066 UL on DP 542066 UM on DP 542066 UN on DP 542066 UO on DP 542066	Lot 54 (RT 912126) Lot 55 (RT 912127) Lot 18 (RT 912103) Lot 17 (RT 912102) Lot 64 (RT 912136) Lot 63 (RT 912135) Lot 62 (RT 912134) Lot 61 (RT 912133) Lot 105 (RT 912130-912135 inclusive) Lot 60 (RT 912132) Lot 59 (RT 912131) Lot 58 (RT 912130) Lot 57 (RT 912129) Lot 60 (RT 912132) Lot 60 (RT 912132) Lot 59 (RT 912131) Lot 58 (RT 912130) Lot 57 (RT 912129) Lot 51 (RT 912123) Lot 50 (RT 912122) Lot 49 (RT 912121) Lot 48 (RT 912120) Lot 47 (RT 912119) Lot 46 (RT 912118) Lot 45 (RT 912117) Lot 44 (RT 912116) Lot 43 (RT 912115) Lot 42 (RT 912114) Lot 41 (RT 912113) Lot 40 (RT 912112)	In Gross

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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 [substituted]~~ by:

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

[the provisions set out in Annexure Schedule "A"]

Form L

Annexure Schedule "A"

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Insert instrument type

Easement

*Continue in additional Annexure Schedule, if required***1 EASEMENT TERMS**

- 1.1** The full free right, liberty and licence at all times hereafter for the Grantee, its engineers, surveyors, servants, agents, employees, workmen, contractors and invitees with or without vehicles laden or unladen and with materials, tools, machinery and implements:
- (a) to lay, construct and maintain lines and works on, in, over and under the soil of the Easement land;
 - (b) to enter and remain upon the Burdened land for the purposes of laying, constructing, maintaining, inspecting, repairing, renewing, enlarging, replacing or altering the lines or works as the case may be, and opening up the soil of the Burdened land and make any access way, cuttings, fillings, grades, batters or trenches, and to re-open the same and generally to do and perform such acts or things upon the Burdened land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this Easement;
 - (c) to use the lines and works for the purpose of conveying electricity, data and / or communications without interruption or impediment.

2 COVENANTS**The Grantor and the Grantee covenant as follows:**

- 2.1** The Grantee shall be responsible for:
- (a) the installation of the lines and works; and
 - (b) using its best endeavours to prevent the lines and works becoming a danger or a nuisance.
- 2.2** All work authorized to be carried out pursuant to this Easement shall be carried out as expeditiously as possible and shall do as little damage to the Burdened land as is reasonably possible consistent with the rights and privileges conferred by this Easement.
- 2.3** The Grantee will from time to time repair and make good all damage to fences, gates or other improvements upon the Burdened land directly caused by the Grantee carrying out any work pursuant to clause 1.1.
- 2.4** On completion of any work by the Grantee on the Burdened land, the Grantee shall restore the surface of the Burdened land as nearly as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.
- 2.5** All work authorized to be carried out pursuant to this Easement shall be carried out as expeditiously as possible and shall do as little damage to the Burdened land as is reasonably possible consistent with the rights and privileges conferred by this Easement.

Form L

Annexure Schedule

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Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- 2.6 The Grantee will from time to time repair and make good all damage to fences, gates or other improvements upon the Burdened land directly caused by the Grantee carrying out any work pursuant to clause 1.1.
- 2.7 On completion of any work by the Grantee on the Burdened land, the Grantee shall restore the surface of the Burdened land as nearly as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.
- 2.8 All work authorized to be carried out pursuant to this Easement shall be carried out as expeditiously as possible and shall do as little damage to the Burdened land as is reasonably possible consistent with the rights and privileges conferred by this Easement.
- 2.9 The Grantee will from time to time repair and make good all damage to fences, gates or other improvements upon the Burdened land directly caused by the Grantee carrying out any work pursuant to clause 1.1.
- 2.10 On completion of any work by the Grantee on the Burdened land, the Grantee shall restore the surface of the Burdened land as nearly as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.
- 2.11 The Grantor will not without the written permission of the Grantee:
- (a) grow or permit to be grown any natural or cultivated vegetation including trees and shrubs on the Easement land; or
 - (b) erect or permit to be erected any improvement on the Easement land; or
 - (c) disturb or permit to be disturbed the soil below a depth of 400 millimetres from the surface of the Easement land in any manner which will interfere with the rights granted by this 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 this Easement are interfered with. The Grantee may at all times remove any natural or cultivated vegetation or improvement on the Burdened land which will interfere with the rights granted by this Easement.
- 2.12 This Easement is in addition to and not in substitution for any statutory rights and authorities which the Grantee may have at any time in respect of the Burdened land.

Form L

Annexure Schedule

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Easement

Continue in additional Annexure Schedule, if required

- 2.13** The Grantor covenants with the Grantee that the Grantor waives and will not at any time claim any compensation from the grantee under Sections 57 and / or 58 of the Electricity Act 1992 or under any other provisions of any statute or regulation whatsoever.
- 2.14** The lines and works are and shall remain the sole property of the Grantee.
- 2.15** The Grantor shall pay the grantee's costs incurred in the negotiation, preparation, completion, execution and registration of this Easement.
- 3 DISPUTES**
- 3.1** If a dispute in relation to the Easement arises between parties who have a registered interest under the Easement:
- 3.1.1 The party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - 3.1.2 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 by the parties; and
 - 3.1.3 If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

Form L

Annexure Schedule

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Continue in additional Annexure Schedule, if required

- (b) 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 of the Waikato Bay of Plenty Branch of the New Zealand Law Society (being the District Law Society that has its headquarters closest to the land).

4 CONFLICT BETWEEN PROVISIONS

- 4.1 Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the terms of this Easement Instrument shall prevail.

5 DEFINITIONS

5.1 In this Easement

“Conveying electricity data and/or communications”

Means the conveyance of electricity, data and/or communications, and includes the generation, conversion and transportation of electricity

“Easement Land”

Means that part or those parts of the Burdened land marked “A”-“M” (inclusive) and “UA” – “UO” (inclusive) on Deposited Plan 542066.

“Lines”

Means one or more wires, cables, or conductors of any other kind used or intended to be used for conveying, electricity, data and/or communications, and includes poles, towers, insulators, casings, fixtures (major or minor), fittings, tunnels or other things used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, cable or conductor, and also includes any part of a line and includes “existing works” as defined by the Electricity Act 1992

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Annexure Schedule

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Continue in additional Annexure Schedule, if required

“Burdened Land”
Means the land owned by the Grantor contained in Records of Title 912102, 912103, 912112 – 912123 (inclusive)912129-912136 (inclusive), 912126, 912127 and 912130-912135 (inclusive).

“Grantee”
Means Horizon Energy Distribution Limited and includes all its subsidiary companies (within the meaning of Sections 5 & 6 of the Companies Act 1993) and its successors, assigns and licensees

“Works”
Means every work or thing used, or designed or intended for use in or in connection with conveying electricity, data and/or communications.

A reference to any Statute or section of any Statute includes any enactment in amendment or substitution for such Statute or section.