

# View Instrument Details



**Instrument No** 12075614.13  
**Status** Registered  
**Date & Time Lodged** 27 August 2021 13:52  
**Lodged By** Vane, Davina Lila  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
976929	Wellington
976930	Wellington
976931	Wellington
976932	Wellington
976933	Wellington
976934	Wellington
976935	Wellington
976936	Wellington
976941	Wellington
976942	Wellington
976972	Wellington
976973	Wellington
976974	Wellington
976975	Wellington
976976	Wellington
976977	Wellington
976978	Wellington
976979	Wellington
976980	Wellington
976981	Wellington
976982	Wellington
976983	Wellington
976985	Wellington
976986	Wellington
976987	Wellington
976988	Wellington
976989	Wellington
976990	Wellington

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**Annexure Schedule** Contains 5 Pages.

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## 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

## Signature

Signed by Grant Alister Harris as Grantor Representative on 27/08/2021 12:01 PM

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**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 Grant Alister Harris as Grantee Representative on 27/08/2021 12:02 PM

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

**Form 22**

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

(Section 109 Land Transfer Act 2017)

**Grantor**

**KENEPURU LP**

**Grantee**

**KENEPURU LP**

**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**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 557561	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Planting and Maintenance Access Right and Planting and Maintenance	CA	Lot 230 DP 557561 (RT 976972)	In gross
	CB	Lot 231 DP 557561 (RT 976973)	
	CC	Lot 232 DP 557561 (RT 976974)	
	CD, CT	Lot 233 DP 557561 (RT 976975)	
	CE	Lot 234 DP 557561 (RT 976976)	
	CF	Lot 235 DP 557561 (RT 976977)	

Purpose of Easement, or profit	Shown (plan reference) DP 557561	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Planting and Maintenance Access Right and Planting and Maintenance	CG	Lot 236 DP 557561 (RT 976978)	In gross
	CH	Lot 237 DP 557561 (RT 976979)	
	CI	Lot 238 DP 557561 (RT 976980)	
	CJ	Lot 239 DP 557561 (RT 976981)	
	CK	Lot 240 DP 557561 (RT 976982)	
	CL	Lot 241 DP 557561 (RT 976983)	
	CM	Lot 243 DP 557561 (RT 976985)	
	CN	Lot 244 DP 557561 (RT 976986)	
	CO	Lot 245 DP 557561 (RT 976987)	
	CP	Lot 246 DP 557561 (RT 976988)	
	CQ	Lot 247 DP 557561 (RT 976989)	
	CR	Lot 248 DP 557561 (RT 976990)	
Planting and Maintenance Access Right	Lots 171 to 178, 183 and 184	Lots 171 to 178, 183 and 184 DP 557561 (RTs 976929 to 976936, 976941 and 976942)	In gross

**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 ]

*Insert instrument type***Easement Instrument****ANNEXURE SCHEDULE****1. Continuation of "Easement rights and powers"**

- 1.1 The rights and powers in this Easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this Easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this Easement shall prevail.

**2. Definitions and interpretation**

- 2.1 In this Easement:

"**Easement Land**" means that part of the Burdened Land identified in Schedule A.

"**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.

"**Grantee**" means Kenepuru LP and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.

"**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.

"**Term of the Easement**" means the date four (4) years from the date of registration, following which time the Easement shall be null and void.

**3. Planting and Maintenance Access Right**

- 3.1 The Grantee may, at any time (but subject to clause 3.2) enter the Easement Land or pass across the Lot in which the Easement Land is contained (if access is difficult), using such routes as prescribed by the Grantor (acting reasonably), with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this Easement.
- 3.2 In exercising the rights granted to the Grantee under this Easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee.

*Insert instrument type***Easement Instrument****4. Planting and Maintenance**

4.1 In addition to the above rights and powers the Grantor grants to the Grantee as an Easement in Gross the following rights and powers at all times and in any quantity:

- (a) to establish, maintain, upkeep and renew, as required, any plantings on the Burdened Land, which may include the granting of such rights to a third party to carry out the work (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(a) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this Easement); and
- (b) subject to clauses 3.1 and 3.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of establishing, maintaining, renewing and upkeep of any plantings on the Burdened Land.

Nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

**5. Grantee's Covenants**

5.1 The Grantee shall be responsible for the establishment and ongoing maintenance of the plantings located on the Burdened Land for the Term of the Easement. Following expiry of the term, the Grantor will be responsible for the plantings on the Easement Land; and

5.2 The Grantee will, in exercising the rights granted to the Grantee under this Easement cause as little damage as reasonably possible to the Burdened Land.

5.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this Easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

**6. Grantor's Covenants**

6.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times, at the Grantor's cost, remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this Easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or

*Insert instrument type*

**Easement Instrument**

- (c) do anything on the Easement Land that may damage or endanger the Grantee's plantings; or
- (d) do any act 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 are interfered with.

**7. Further Assurances**

Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this Easement according to its true intent.