

View Instrument Details



Instrument No 12075614.9
Status Registered
Date & Time Lodged 27 August 2021 13:52
Lodged By Vane, Davina Lila
Instrument Type Easement Instrument



Affected Records of Title	Land District
976936	Wellington
976937	Wellington
976938	Wellington
976939	Wellington
976940	Wellington
976941	Wellington

Annexure Schedule Contains 5 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

Signature

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

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Wellington

Grantor*Surname(s) must be underlined.***KENEPURU LP****Grantee***Surname(s) must be underlined.***WELLINGTON ELECTRICITY LINES 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*Continue in additional Annexure Schedule if required.*

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	Lot 2021 DP 557561	Lot 2021 DP 557561 (Part RTs 976936, 976937, 976938, 976939, 976940 and 976941)	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 _____}.~~

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

1	<p>DEFINITIONS AND INTERPRETATION</p> <p>1.1 In this instrument, unless the context requires otherwise:</p> <p>(a) Accommodation means the building or other structure (if any) located on the Easement Area from time to time enclosing or surrounding the Substation, including the foundation, floor, walls, enclosure, canopy, ceiling, lighting, plug sockets or outlets, cable ducts and doors or other provision for entry and exit;</p> <p>(b) Easement Area means those parts of the Land identified in Schedule A;</p> <p>(c) Emergency Situation means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity or telecommunications and computer media;</p> <p>(d) Equipment means any equipment (including the Substation, lines, wires, cables, fibre optic cables, communication cables, conducting media, pipes, ducts, poles, supports, casings, insulators, meters, load control management devices, transformers, switchgear and other works and fittings) which is at any time situated on, in, over or under the Easement Area to give effect to this instrument;</p> <p>(e) Land means the servient tenement set out in Schedule A;</p> <p>(f) Rights means the full, free, uninterrupted and unrestricted right and licence at all times to:</p> <p>(i) construct, lay, equip, maintain, inspect, repair, alter, renew, replace, upgrade, add to, remove and operate the Equipment in the Easement Area;</p> <p>(ii) undertake any other works required to assist in the operation of the Equipment including, but not limited to, excavating trenches and constructing support structures;</p> <p>(iii) transmit, convey, conduct and transform electric current by means of the Equipment;</p> <p>(iv) transmit, convey, conduct and transform telecommunications and computer media by means of the Equipment; and</p> <p>(v) enter and remain on the Easement Area and such other part of the Land as is reasonably necessary in the circumstances (including any part of the building, if any, located on the Land) with or without vehicles, tools, machinery or Equipment for the purposes of exercising the Grantee's rights and obligations under this instrument;</p> <p>(g) Substation means the substation and switching equipment (if any) constructed from time to time on the Easement Area;</p> <p>(h) Working Day means any day of the week other than:</p> <p>(i) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and Wellington Anniversary Day; and</p> <p>(ii) A day in the period commencing with 25 December in any year and ending with 4 January in the following year;</p> <p>(i) headings are included for convenience only and do not affect the interpretation of this instrument;</p> <p>(j) words importing the singular include the plural and vice-versa;</p>
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Annexure Schedule

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Continue in additional Annexure Schedule, if required.

- (k) references to the parties include references to the parties' respective executors, administrators, successors in title and assigns and their employees, contractors, agents, tenants, licensees and invitees (unless repugnant to the context); and
- (l) references to legislation and other documents includes references to any amendment or replacement legislation or documents.

2 GRANTEE'S RIGHTS AND OBLIGATIONS

2.1 The parties agree that this easement grants the Grantee the Rights and the Grantee may exercise the Rights at any and all times.

2.2 The Grantee will, in exercising the Rights:

- (a) cause as little damage as reasonably possible to the Land and to any building located on the Land;
- (b) make good any damage caused to the surface of the Land or to any building located on the Land to as close as reasonably possible to its former condition or otherwise to the reasonable satisfaction of the Grantor;
- (c) give at least 5 Working Days' notice to the Grantor before entering the Land, except in an Emergency Situation or when operating or inspecting the Equipment or carrying out works of a minor nature (when the Grantee may enter the Land without giving prior notice); and
- (d) comply with any reasonable conditions of entry onto the Land imposed by the Grantor onto the Land provided that those conditions do not unreasonably delay the Grantee's entry onto the Land, require any payment or effectively defeat the Grantee's Rights.

3 GRANTOR'S OBLIGATIONS

3.1 The Grantor must not, without obtaining the Grantee's prior consent:

- (a) place or allow to be placed any buildings, fences, poles, pipes, wires, lines, cables or other structures or equipment on, in, over or under the Easement Area;
- (b) plant or allow any tree, shrub or other vegetation to grow on the Easement Area;
- (c) operate any heavy machinery or cultivating equipment on the Easement Area;
- (d) do or allow anything that may interfere with or limit the Grantee's Rights;
- (e) do or allow anything that may interfere with the Equipment or damage the Equipment;
- (f) breach any legal requirements relating to the Equipment;
- (g) grant any right to any person that may limit or detrimentally affect the Grantee's Rights; or
- (h) subdivide the Land if that subdivision could prevent the Grantee's legal or practical access (or both) to or along the Easement Area on foot or by vehicle (or both).

3.2 The Grantor must, at its cost and at all times, keep the vehicular and pedestrian access routes over the Land used by the Grantee to and along the Easement Area clear and in good condition including the prompt undertaking of any necessary repair or reinstatement works.

Annexure Schedule**Insert type of instrument**

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Continue in additional Annexure Schedule, if required.

<p>4</p> <p>4.1</p> <p>(a)</p> <p>(b)</p> <p>(i)</p> <p>(ii)</p> <p>(c)</p> <p>(d)</p> <p>4.2</p> <p>5</p> <p>5.1</p> <p>5.2</p> <p>5.3</p> <p>6</p> <p>6.1</p> <p>(a)</p> <p>(b)</p> <p>(c)</p> <p>(d)</p> <p>6.2</p>	<p>DEFAULT</p> <p>If either party does not meet its obligations under this instrument:</p> <p>the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation;</p> <p>if the party in default has not met the obligation set out in the written notice within 5 Working Days from service of the notice, the other party may:</p> <p>meet the obligation; and</p> <p>for that purpose, enter the Land and the Easement Area;</p> <p>but in doing so the Grantor must not interfere with the Equipment in any way whatsoever or undertake any "prescribed electrical work" as defined in the Electricity Act 1992;</p> <p>the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and</p> <p>the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.</p> <p>In an Emergency Situation, the Grantee is not required to serve notice under clause 4.1(a) before remedying any default and clause 4.1 will otherwise apply (with all necessary modifications).</p> <p>GENERAL</p> <p>There is no power for the Grantor to cancel this easement for any breach of its provisions or for any other cause with the intention being that this easement continues forever until surrendered.</p> <p>The Equipment and any other property of the Grantee will not, for any reason, become part of the Land or the property of the Grantor.</p> <p>The Grantor agrees that the Grantee will not be liable to the Grantor for any loss, cost or damage caused to or suffered by the Grantor in any respect including as a result of any failure by the Grantee to repair or maintain the Equipment.</p> <p>DISPUTES</p> <p>If any dispute arises between the Grantor and the Grantee concerning this instrument:</p> <p>the party initiating the dispute must provide full written particulars of the dispute to the other party;</p> <p>the parties must first seek to resolve the dispute directly by negotiation;</p> <p>if the dispute is not resolved within 15 Working Days of the date on which the parties begin their negotiations, the dispute may be resolved by reference to mediation if both parties agree to do so; and</p> <p>if the dispute is not resolved within 15 Working Days of reference to mediation or if the parties do not agree to refer the dispute to mediation, the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 and the arbitration must be conducted by a single arbitrator to be agreed by the parties or, failing agreement, to be appointed by the President (or the President's nominee) of the New Zealand Law Society (or any replacement organisation).</p> <p>Clause 6.1 is not intended to replace the right of either party to:</p>
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Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

- (a) refer any dispute to any other dispute resolution scheme (provided that it complies with the jurisdiction of that scheme); or
- (b) seek relief in the New Zealand courts (including urgent relief).

7 SUBSTATION ACCOMMODATION

7.1 ~~The Accommodation enclosing the Substation on the Easement Area is owned by the Grantor. OR The Accommodation enclosing the Substation on the Easement Area is owned by the Grantee. OR There is no Substation on the Easement Area and this clause 7 does not apply.~~

7.2 If clause 7.1 indicates that there is a Substation located on the Easement Area:

- (a) the Grantee must lock the Accommodation at all times (except when exercising its Rights);
- (b) the Grantor must not lock the Accommodation or otherwise prevent the Grantee from entering the Accommodation or having unrestricted access to the Accommodation;
- (c) due to the nature of the Equipment located in the Accommodation, the Grantor must not enter the Accommodation except as set out in this instrument;
- (d) the Grantor must not block or otherwise restrict the ventilation to and from the Accommodation; and
- (e) the Grantor must at all times hold sufficient insurance in respect of the Grantor's legal liability under this easement instrument or otherwise at law relating to the Equipment and the Accommodation.

7.3 If the Accommodation is owned by the Grantor:

- (a) the Grantor must, at its cost, keep the Accommodation in good and substantial order and repair and in strict compliance with the then-current standards and requirements of the Grantee's general conditions for substations located on customer's premises (as published by the Grantee from time to time) and must (without limitation) ensure that the fire resistance rating and fire protection measures of the Accommodation are maintained to all legal requirements;
- (b) the Grantor may only enter the Accommodation if accompanied by the Grantee and only in order to inspect the Accommodation or carry out any repair of the Accommodation;
- (c) the Grantor must give reasonable notice to the Grantee before seeking to enter the Accommodation;
- (d) the Grantee may charge the Grantor for accompanying the Grantor when entering the Accommodation if the Grantor desires to enter the Accommodation more than twice in any 12 month period; and
- (e) the Grantee will not be liable to the Grantor for any loss, cost or damage caused to or suffered by the Grantor as a result of any want of repair or maintenance in respect of the Accommodation.

7.4 If the Accommodation is owned by the Grantee, the definition of "Equipment" in this instrument is extended to include the Accommodation.