

View Instrument Details



Instrument No 12651467.6
Status Registered
Date & Time Lodged 14 March 2023 11:02
Lodged By Maskell, Julius James
Instrument Type Easement Instrument



Affected Records of Title	Land District
1070272	Wellington
1070273	Wellington

Annexure Schedule Contains 6 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 10944684.1 has consented to this transaction and I hold that consent

Signature

Signed by Julius James Maskell as Grantor Representative on 06/03/2023 02:03 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 Julius James Maskell as Grantee Representative on 06/03/2023 02:03 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*
 Section 109, Land Transfer Act 2017

Grantor*Surname(s) must be underlined.*

**Bradford Eric JEFFERIES, Vanessa Anne JEFFERIES,
 and TMF TRUSTEE SERVICES (2005) LIMITED**

Grantee*Surname(s) must be underlined.*

ELECTRA 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)* 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	B, C, D, F, G, H, J, K, L, N, T (DP 578379)	Lot 1 (1070272)	Electra Limited (in gross)
	A, E, I, M (DP 578379)	Lot 2 (1070273)	

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **varied/negatived/added to or substituted** by:

Memorandum number _____, registered under section 209 of the Land Transfer Act 2017, the provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement	Dated	Page	2	of	6	Pages
----------	-------	------	---	----	---	-------

Continue in additional Annexure Schedule, if required.

1. ELECTRICITY EASEMENT IN GROSS

The Grantee shall have the right to convey electricity and/or telecommunications signals, waves or impulses in, under and over the Easement Area on the terms set out in this Instrument.

DEFINITIONS

"Grantee" means Electra Limited and includes any subsidiary thereof (within the meaning of section 5 of the Companies Act 1993) and also any related company (within the meaning of the Companies Act 1993) of any of those companies where not repugnant in the context, the successors and assigns and the employees, contractors, servants and agents (for the avoidance of doubt servants and agents include surveyors, engineers and inspectors) of the companies.

"Electrical Network" means the Works, Electrical Installation, Electrical Appliance, Fittings and Associated Equipment (or any part thereof) as those terms are defined in the Electricity Act 1992, its amendments and legislation enacted in substitution thereof and for the avoidance of doubt includes a line or lines, presented fixed on, over or installed under the Easement Area, or to be fixed on or installed under or over the Easement Area in substitution, addition or replacement thereof.

"Land" means all the land described in Record of Title 1070272 and 1070272 (Wellington Registry)

"Easement Area" means the parts of the land on DP 578379 listed in Schedule A.

"Electricity Purposes" means the conveyance and reticulation, conversion, transformation, and/or use of electrical power and includes transmitting, distributing and conducting telecommunication signals, waves or impulses.

"Immediate Vicinity" means:

- with respect to any part of the Electrical Network above ground level the relevant minimum distance from the Electrical Network in accordance with the New Zealand Electrical Code of Practice 34:1993 or any code, regulation or Act issued in substitution.
- with respect to any cables forming part of the Electrical Network underground the following distances:
 - 33kV cable – 3m either side of the centre line of the cable
 - 11kV cable – 2m either side of the centre line of the cable
 - 400kV cable – 1m either side of the centre line of the cable

Annexure Schedule

Insert type of instrument

Easement	Dated	Page 3 of 6 Pages
----------	-------	---

Continue in additional Annexure Schedule, if required.

"line or lines"	means a cable or a conductor of any kind (including a fibre optic or coaxial cable) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulator, foundation, casing, tube, tunnel, minor fixture or other item, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a transmission line; and also includes any fuses, fuse holder, automatic switches, voltage regulators, capacitors or other instrument, apparatus or device used in association with a line for the purpose of protecting and facilitating the transmission of electricity and telecommunication signals, waves or impulses through the line.
-----------------	--

TERMS AND CONDITIONS OF EASEMENT

Rights of the Grantee

1. The Grantee shall have the full free, uninterrupted and unrestricted right, liberty and licence to enter upon the Easement Area (and such part of the Land as is reasonably necessary in the circumstances) with any vehicles or aircraft, laden or unladen with materials, machinery and implements from time to time and at all times:
 - (a) to install, add to, upgrade, inspect, repair, maintain, replace, operate, use, substitute and retain the Electrical Network, or any part of the Electrical Network already installed, for Electricity Purposes in, under or over the Easement Area;
 - (b) to enter and remain upon the Land for any reasonable time for the purpose of installing, adding to, upgrading, inspecting, repairing, maintaining, replacing, operating, using, substituting and retaining the Electrical Network and for opening up the soil of the Easement Area to make any cuttings fillings, grades, batters or trenches and to reopen to give effect to the Grantee's rights created by this Instrument;
 - (c) to generally do and perform such acts or things upon the Land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted by this Instrument; and
 - (d) to remove cultivated or natural vegetation including trees or shrubs, and to open up the soil of the Easement Area to the extent necessary and reasonable but cause as little disturbance as is possible to the surface of the Easement Area provided that the surface shall be restored by the Grantee pursuant to clause 2(c) of this Instrument.

Restrictions on Grantee's use

2. In entering the land and in exercising its rights under clause 1 of this Instrument the Grantee shall:
 - (a) give to the Grantor reasonable notice of the Grantee's intention to enter the Land except that in the event of an emergency the Grantee shall have the right to exercise any of its rights herein contained at any time and without notice;

Annexure Schedule

Insert type of instrument

Easement	Dated	Page 4 of 6 Pages
----------	-------	---

Continue in additional Annexure Schedule, if required.

- (b) make all reasonable attempts to ensure that as little disturbance as possible is caused to the Grantor or the Land; and
- (c) at the sole expense of the Grantee restore the surface of the Easement Area as nearly as possible to its former condition and consolidated to its former level (subject to the minimum clearance of the line or lines above or below ground level as required by statute).

Restrictions on Grantor's use

- 3. The Grantor will not do anything on the Land or the Easement Area that will interfere with or affect the full and free use and enjoyment by the Grantee of the rights and privileges granted under this Instrument and, in particular, but not limiting the generality of the provisions of this Instrument, the Grantor or other persons authorised (whether expressly or impliedly) by the Grantor will not without the prior written consent of the Grantee (such consent not to be unreasonably withheld):
 - (a) do or allow anything to be done or grant any further rights in respect of the Land or Easement Area which in the reasonable opinion of the Grantee interferes with or prejudices the rights, powers, liberties and licences granted to the Grantee by this Instrument;
 - (b) erect any buildings, structures, walls or fences on, or within the Immediate Vicinity of the Easement Area or make any alterations or additions affecting the overall dimensions of existing buildings, structures, walls or fences on the Easement Area;
 - (c) plant, establish or allow to become established any cultivated or natural vegetation, including trees or shrubs, upon (or overhanging if overhead lines are in existence) or within the Immediate Vicinity of the Easement Area which may at any time by the process of natural growth or otherwise:
 - (i) damage or adversely affect the Electrical Network or impede the Grantee's access over the Land and Easement Area;
 - (ii) breach any statutory, or regulatory requirements, standards or codes of practice; or
 - (iii) breach any generally accepted engineering standards;
 - (d) undertake earthworks that have the potential to create an unstable batter within the Immediate Vicinity of the Electrical Network;
 - (e) do anything on the Easement Area that may damage or endanger the Electrical Network including anything that would in any way impede the access to any Electrical Network or reduce the clearance above the ground level of any Electrical Network below the minimum clearance height set out in statutory or regulatory requirements, standards or codes of practice or that would disturb the soil below a depth of 300mm;

Annexure Schedule

Insert type of instrument

Easement	Dated	Page 5 of 6 Pages
----------	-------	---

Continue in additional Annexure Schedule, if required.

- (f) cause or consent to or acquiesce in the inundation of the Easement Area where the Electrical Network is erected or located except however nothing will require the Grantor to take any steps to do or construct anything to prevent that inundation caused by events beyond the reasonable control of the Grantor;
- (g) disturb any survey pegs or markers placed on the Land by the Grantee; or
- (h) operate any earthmoving machinery or equipment on the Easement Area within 1500mm from the Electricity Network if installed underground or 4000mm if above ground level or overhead.

Compensation to Grantor

4. The Grantee will pay to the Grantor compensation for all damage suffered by the Grantor caused by the Grantee in respect of the unreasonable exercise of the rights granted to the Grantee under this Instrument except that the Grantee will not be responsible for, or held liable to pay compensation for, or to contribute to the cost of removing any buildings, structures, fences or vegetation built or cultivated on the Easement Area hereafter without the consent of the Grantee.

Easement in Gross

5. The rights hereby granted to the Grantee are declared to be in the nature of an Easement in Gross but nothing shall compel the Grantee to use the Easement Area for Electricity Purposes.

Ownership of lines

6. The ownership of the Electricity Network installed in, over or under the Easement Area from time to time by the Grantee shall at all times remain vested in the Grantee and no person shall have any interest in such line or lines by reason only of having an interest or an estate in the Land.

Indemnity

7. The Grantee will indemnify the Grantor against all claims or demands from third persons for any direct loss, damage or liability in respect of, or arising out of, the use of the Easement Area by the Grantee (or any person authorised, whether expressly or impliedly by it). Such indemnity is limited to a maximum amount of \$20,000.

Statutory rights of Grantee

8. The provisions recorded in this Instrument are not in substitution for and are without prejudice to such statutory or common law rights and authorities as the Grantee may have from time to time in respect of the Land.

Annexure Schedule

Insert type of instrument

Easement	Dated	Page 6 of 6 Pages
----------	-------	---

Continue in additional Annexure Schedule, if required.

Licence and Assignment

9. The Grantee may assign all of the estate or interest created by this Instrument. The Grantee may with the prior written consent of the Grantor grant a licence or right of any part of such estate or interest. As a condition of granting this consent the Grantor may require the party to whom the licence or right to part of such estate is granted to:
 - (a) enter in a Deed of Covenant reflecting the terms and conditions of this Instrument; and/or
 - (b) make payment to the Grantor of appropriate compensation;

EXCEPT THAT where the ownership and or management of the electricity undertaking of the Grantee is assigned as a whole no prior consent, Deed of Covenant or compensation is required.

Existing Works (i.e. works installed prior to 1 January 1993) only

10. The parties acknowledge that the Electrical Network or lines are an "Existing Works" for the purposes of the Electricity Act 1992 and that nothing in this Instrument shall limit, prejudice or adversely affect the parties' rights, privileges and remedies under that Act.

Arbitration

11. If any dispute arises between the Grantor and Grantee concerning the rights created by this Instrument or in relation to any other matter relating to the easement created, the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, or if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Land is situated. Such arbitration will be determined under the Arbitration Act 1996 or any amendment or Act passed in substitution for that Act. The parties' execution of this Instrument shall be deemed a submission to arbitration.