

S400/1089

# **TRANSFER**

**Land Transfer Act 1952**

**TE B794401.8 Transfer a**

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**This page does not form part of the Transfer.**

**TRANSFER**  
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

WELLINGTON

Certificate of Title No. All or Part? Area and legal description — Insert only when part or Stratum, CT

56C	752	All	
56C	748	All	
56C	747	All	

Transferor Surnames must be underlined

Ronald Walter Raymond DONALD and Anne Raewyn DONALD

Transferee Surnames must be underlined

UNITEDNETWORKS LIMITED at Wellington

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.

Easement in gross for electricity supply (continued on annexure schedule)

Consideration

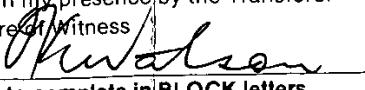
In consideration of the sum of \$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

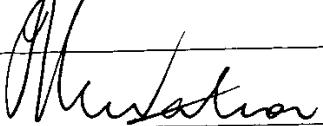
Dated this 14th day of July 2000

Attestation

	Signed in my presence by the Transferor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name JOHN KEMPTHORNE WATSON Occupation SOLICITOR Address WELLINGTON
Signature, or common seal of Transferor	

**Certified correct for the purposes of the Land Transfer Act 1952**

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

  
Solicitor for the Transferee

## **CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Simon Douglas Whyte, of Ponsonby, Auckland, New Zealand, Company Secretary / Legal Counsel, certify that:

1. By deed dated 29 April 1999 UnitedNetworks Limited (AK562416) a company having its registered office at 44 Taharoto Road, Takapuna, Auckland, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Titles Office at:

Gisborne	227974.1
North Auckland under number	D.385632.1
South Auckland under number	B.542376.1
Wellington under number	B.721054.1

2. I have executed the attached document under the powers conferred on me by the power of attorney.
3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of UnitedNetworks Limited or otherwise.



**Simon Douglas Whyte**

**Date 14-7-00**



## Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer Easement

Dated 14 - 7 - 2000

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**CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"**

*Other  
Same  
Dale*

The Transferee shall have an easement in gross for the erection, maintenance and use of electrical equipment and the conveyance of electrical power, under and over or upon that part of the land in Certificates of Title 56C/752, 56C/748 and 56C/747 (Wellington Registry) (the "Land") marked area B, C and D (the "Servient" Land) as shown on DP89163 on the terms, conditions and restrictions contained in this Transfer.

**DEFINITIONS**

1. Transferee means United Networks Limited where not repugnant to the context, the employees, contractors, servants, agents, surveyors, engineers, inspectors and all and any persons having business with them and includes any subsidiary thereof, any related Company and their successors and assigns.
2. "Electrical Network" means the Works, Electrical Installation, Electrical Appliance, Fittings and Associated Equipment as those terms are defined in the Electricity Act 1992, its amendments and legislation enacted in substitution thereof presently fixed on, over or installed under the Easement Land, or to be fixed on or installed under or over the Easement Land in substitution, addition or replacement thereof.
3. "Land" means all the land described in Certificates of Title 56C/752, 56C/748 and 56C/747 (Wellington Land Registry).
4. "Easement Land" means that part of the Land marked B, C and D on Deposited Plan 89163.
5. "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.
6. "Immediate Vicinity" means whichever of the following is the greatest distance;
  - 6.1 the distances prescribed by the Electrical Codes of Practice 34 or the most recent New Zealand Standards Association's NZ Electrical Codes of Practice, Code of Practice for Electrical Work, Act or any Regulation or Legislation pertaining to Electrical Networks, where work is not permitted

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

## Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

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inside that distance without the prior written approval of the Transferee (which will not unreasonably be withheld); or

6.2 the minimum distance in any direction from overhead lines, as set out below, for the construction of Buildings, Scaffolding and other structures;

Line Voltage	Minimum distance under normal conditions
Not exceeding 66kV (maximum span 125m)	4.0m
Exceeding 66kV (maximum span 125 m)	5.0m
Any voltage (span greater than 125m but less than 250m)	6.0m
Any voltage (span greater than 250m but less than 500m)	8.0m
Any voltage (span exceeding 500m)	As agreed with the Transferee but not less than 8.0m

; or

6.3 the distance from the following electric line support structures for excavations, construction or interference:

## Pole Supporting Conductor:

- Within 2 metres of the pole; or
- at a greater depth than 750mm between 2 metres and 5 metres of the pole; or
- in such a way as to create an unstable batter.

## Tower or pylon supporting any conductor:

- Within 6 metres of the outer edge of the visible foundations of the tower or pylon; or
- at a depth greater than 3 metres, between 6 metres and 12 metres of the outer edge of the tower or pylons; or
- in such a way as to create an unstable batter; or
- building of any structure within 12 metres from the foundation of the tower or pylon.

6.4 In the case of underground 11kV and 33kV cables, 200mm beyond the outer edge of the easement width as specified on the survey plan or deposited plan, or for higher voltages, 300mm beyond the outer edge of the easement width as specified on the survey plan or deposited plan.

## TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS

7. The Transferee shall have the full, free and uninterrupted and unrestricted right, liberty and privilege for the Transferee to install, lay, add to, upgrade, operate,

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use, inspect, repair, maintain, replace, substitute and retain the Electrical Network for Electricity Purposes on, over or under the Easement Land in perpetuity on the terms set out in this Memorandum.

8. The ownership of the Electrical Network shall at all times remain vested in the Transferee and no person, company or party shall have any interest in such Electrical Network by reason only of having an interest or an estate in the Land.
9. The Transferee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to enter upon the Easement Land (and such part of the Land as is reasonably necessary in the circumstances) from time to time and at any time with any tools, implements, vehicles, or equipment and to remain on the Land for any reasonable time for the purpose of installing, laying, adding to, upgrading, operating, inspecting, repairing, replacing, maintaining and/or substituting the Electrical Network, pursuant to Clause 7. The Transferee may remove cultivated or natural vegetation including trees or shrubs, and may open up the soil of the Easement Land to the extent necessary and reasonable but the Transferee shall cause as little disturbance as is possible to the surface of the Easement Land and that surface shall be restored as nearly as reasonably practicable to its original condition and any other damage done by reason of such operations, subject to Clause 10, shall be repaired by the Transferee.
10. The Transferee is entitled to exercise the rights granted by this Memorandum without interruption or impediment and in particular but not limiting the generality of the foregoing, the Transferor shall not:
  - (a) grant any further rights in respect of the Land which result in interference with the rights granted to the Transferee under the Easement; or
  - (b) do or permit or suffer to be done any act which may in the reasonable opinion of the Transferee interferes or prejudices the rights, powers, liberties and licences hereby granted to the Transferee; or
  - (c) place any buildings, erections or any other structures on, or within the Immediate Vicinity of, the Easement Land; or
  - (d) plant, establish nor 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 Land which may at any time by the process of natural growth or otherwise damage or adversely affect the Electrical Network or impede the Transferee's access over the Land and Easement Land; or breach any statutory or any regulatory requirements or standards or codes of practice; or breaches any generally accepted engineering standards; or
  - (e) Stockpile or fill with or permit the stockpiling of or filling with soil, sand, gravel, or other substance or materials or construct or permit the construction of any roads, dam walls, driveways, or other earthworks on the Easement Land which would in any way impede access to the underground cables or reduce the clearance above the ground level of any

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Electrical Network below the minimum clearance height set out in clause 6; or

- (f) Remove or permit the removal of any soil, sand, gravel or other substance from the Easement Land; or
- (g) Excavate or otherwise interfere with the Easement Land or that part of the Land that is in the Immediate Vicinity of the Easement Land, in such a way as to create an unstable batter.

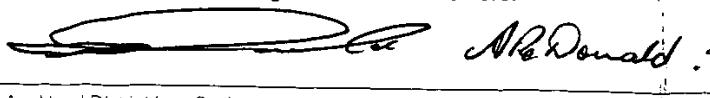
Without the prior written permission of the Transferee (which will not unreasonably be withheld) who may, in line with point (g) above, prescribe the design of any such fence within the 5 metre distance or other distance as prescribed by the New Zealand Electrical Code of Practice 34, or any such code of practice issued in substitution and shall not at any time hereafter do, permit or suffer any act or thing whereby the rights, privileges and liberties granted to the Transferee may be interfered with or adversely affected. In particular, the Transferor shall remove, at their cost, any such cultivated or natural vegetation which in the reasonable opinion of the Transferee is causing or is likely to cause damage to the Electrical Network.

11. The Transferor shall, prior to building or erecting any structure, or undertaking any excavation, drainage works or other development on that part of the Land which is in the Immediate Vicinity of the Easement Land, consult with the Transferee so as to minimise the possibility of damage or disturbance to the Electrical Network.
12. In the event that buildings, structures or fences have been erected under over or upon the Easement Land or in the Immediate Vicinity of the Easement Land, that in the reasonable opinion of the Transferee hamper, restrict, impair or encumber access to the Electrical Network to an extent where the Transferee is unable to exercise the rights set out in this Memorandum. The Transferee reserves the right to partially or fully remove, relocate, or demolish that part of the building, structure or fence hampering, restricting, impairing or encumbering, access by the Transferee at the Transferor's cost.
13. The rights hereby granted to the Transferee are declared to be in the nature of an Easement in Gross but nothing shall compel the Transferee to convey electricity or transmission signals, waves or impulses, under, over or upon the Easement Land.

**Clauses 14 through 18 are for use in rural situations only – please delete when using in the urban environment:**

14. With the prior permission of the Transferor, the Transferee reserves the right to construct on the Land and Easement Land, roads, tracks, access ways, fences, gates and other works deemed necessary by the Transferee for it to exercise its rights and interests granted herein ensuring that as little disturbance as possible is caused to the Land and Easement Land and the Transferors stock and other property, in doing so.

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 Lee McDonald  Gary  John

**Annexure Schedule**

Insert below  
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Transfer Easement

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15. The Transferor will not place, force or allow any obstruction, including either natural or cultivated vegetation, or alter, replace or repair any of the materials used by the Transferee in construction over, under or upon such access ways, tracks, roads, fences, gates and other works, pursuant to Clause 14, that limit or interfere with the Transferee's access ability, and may use such access ways, tracks, fences, gates, roads and other works installed by the Transferee pursuant to Clause 14, so long as that does not interfere with the rights herein contained of the Transferee.
16. The Transferee will keep the access ways, tracks, fences, gates and other works, installed by them pursuant to Clause 14, cleared of any obstruction caused by themselves and excluding both natural and cultivated vegetation, that limits their access ability.
17. The Transferee will compensate the Transferor for any damage or loss sustained or incurred by the Transferor by reason of the Transferee's lawful exercise of the Transferee's rights contained in this memorandum, including the damage or loss to the following:
  - (a) any vegetation for the time being sown or growing or in the course of being harvested, on the Land;
  - (b) any buildings, structures or fences on the Land;
  - (c) any livestock on the Land;except that the Transferee will not be liable to compensate the Transferor for any loss, damage or costs of or incurred as a result of the removal pursuant to this Memorandum of any buildings, structures, fences or vegetation built or cultivated on the access ways, tracks, roads, fences, gates and other works installed after the date the Electrical Network is installed.
18. The Transferor shall be entitled to install and maintain on any part of the Easement Land fencing and gates that comply with the following requirements;
  - (a) The Transferor shall first notify the Transferee that it intends to erect fencing on the Easement Land and the Transferee shall be responsible for locating and marking the location of its Electrical Network on the Easement Land within 14 days of receiving such notice. The Transferor shall not commence erecting the fences until the Transferee's Electrical Network has been located and clearly marked in the relevant area or upon the expiry of the 14 day period, which ever is earlier;
  - (b) The materials and construction of the fencing is to be in accordance with those types identified as Rural fences in the 2nd Schedule to the Fencing Act 1978;
  - (c) No fence posts shall be installed within 1 metre either side of the Electrical Network (located and marked in accordance with (b) above); and
  - (d) The fencing may traverse at any number of points along the length of the easement path but the Transferor shall not erect a fence substantially along the same path of the Easement Land.

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## Annexure Schedule

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19. The Transferee shall indemnify the Transferor from all actions, suits, proceedings, claims or demands which are hereinafter brought or made against the Transferor as a direct result or indirect result of the exercise by the Transferee of any rights granted herein.
20. The rights, immunities from liability, powers and remedies which the Transferee may now or hereafter possess or be entitled to have vested in it by virtue of any statute or at common law are not prejudiced, abrogated, limited, restricted or abridged by the foregoing grant and the Transferee may exercise all or any part of the rights, privileges, liberties, powers and licenses contained or implied herein either together, with or independently of any of the rights, liberties, privileges, powers, remedies and licenses vested in the Transferee at common law or by statute.
21. If any dispute arises between the Transferor and Transferee concerning the rights created by this Memorandum 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 Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Memorandum shall be deemed a submission to arbitration.
22. The Transferee shall give reasonable notice to the Transferor prior to the exercising of the said rights, PROVIDED HOWEVER that in the event of an emergency the Transferee shall have the right to exercise any of its rights herein contained at any time and without notice, subject to the Electricity Act 1992.

Dated this

14th

day of

July

2000

SIGNED by

**UNITEDNETWORKS LIMITED**  
by its duly appointed attorney

) SIMON DOUGLAS WHYTE

in the presence of:

Witness:

Liza Morris

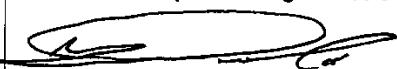
Occupation:

Record Assistant

Address:

UnitedNetworks, Takapuna

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McDonald



Lee

# TRANSFER

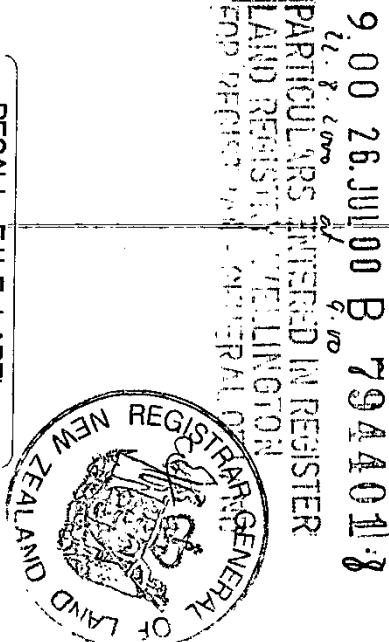
Land Transfer Act 1952

Subject to Section 243 (9)  
Resource Management Act 1991  
Off  
For R.G.L.

Law Firm Acting



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Auckland District Law Society  
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