

View Instrument Details



Instrument No 11783569.6
Status Registered
Date & Time Lodged 28 August 2020 18:34
Lodged By McAuley, Beth
Instrument Type Easement Instrument



Affected Records of Title	Land District
950900	North Auckland

Annexure Schedule Contains 3 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 11472388.1 has consented to this transaction and I hold that consent

I certify that the Encumbrancee under Encumbrance 11783569.1 has consented to this transaction and I hold that consent

I certify that the Encumbrancee under Encumbrance 11783569.2 has consented to this transaction and I hold that consent

Signature

Signed by Beth McAuley as Grantor Representative on 09/09/2020 12:31 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 Beth McAuley as Grantee Representative on 09/09/2020 12:31 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor**

TMF Waikumete Limited

Grantee

TMF Waikumete 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 (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	Common Property on DP 531007	950900	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~~ ~~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 1]

Annexure Schedule

Page 2 of 3 Pages

2015/5049 APPROVED Registrar-General of Land

Insert instrument type

--

*Continue in additional Annexure Schedule, if required***BACKGROUND**

- A. The Grantee is licenced to supply electricity to the Building.
- B. The Easement Facility is situated within the Burdened Land which is the Common Property depicted on Unit Plan 531007.
- C. The Grantor has agreed to grant the within easement, entitling the Grantee to (in addition to the rights and powers in respect of a right to convey electricity as set out in the Regulations) 24 hour access to the Easement Facility and the Burdened Land for the purposes set out in clause 2 of this instrument.

1. Definitions

1.1 In this instrument, unless the context otherwise requires:

- (a) **"Body Corporate"** means Body Corporate 531007.
- (b) **"Building"** means the building located at 6-8 Waikumete Road, Glen Eden, Auckland.
- (c) **"Burdened Land"** has the same meaning as in the Regulations.
- (d) **"Check Metre"** means the individual metering and control systems and equipment owned by the Grantee and located on the Burdened Land, used for the measuring and recording of electricity or energy conveyed through the Building.
- (e) **"Check Metre Stations"** means all of the Check Metres combined with all wires, cables, switching gear and all other equipment suitable for the purpose of operation of the Check Metres.
- (f) **"Easement Area"** means those parts of the Burdened Land in which the Easement Facility is located at the date of registration of this easement instrument, and such other parts of the Burdened Land to which the Easement Facility may be relocated by the Grantee (subject to the Grantor's prior written approval of such relocation which shall not be unreasonably withheld).
- (g) **"Easement Facility"** has the meaning ascribed to that term in the Regulations in respect of a right to convey electricity, and includes the Check Metres and the Check Metre Stations, and all infrastructure owned by the Grantee or operated by the Grantee under licence suitable for the purpose of operation of the Check Metres and Check Metre Stations.
- (h) **"Regulations"** means the Land Transfer Regulations 2018.

OPERATIVE PART**2. Electricity Easement**

2.1 The Grantee shall have the free and uninterrupted rights and powers:

<p>If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.</p>

Annexure Schedule

Page 3 of 3 Pages

2015/5049 APPROVED Registrar-General of Land

Insert instrument type

--

Continue in additional Annexure Schedule, if required

- (a) To install, keep, and operate the Easement Facility in the Easement Area.
- (b) To use the Easement Area and the Easement Facility for the purpose of reading the Check Metres and inspecting, maintaining, cleaning, repairing or completing such other works as are necessary to ensure the integrity of the Check Metre Stations.
- (c) To at all times (24 hours per day, 7 days per week) and without notice enter upon the Burdened Land with its agents, employees, representatives, contractors, tenants, licensees, and other invitees of the Grantee, with all necessary tools and equipment for the purposes set out in clause 2.1(a) and (b), provided such entry is carried out reasonably and so as to not interfere with the reasonable use and enjoyment of the Common Property by those entitled to such use.

3. Terms, conditions, covenants or restrictions in respect of the Check Metre Easement

3.1 The Grantee owns the Check Metre Stations and shall be responsible for maintaining them.

3.2 The Grantor shall:

- (a) insure the Easement Facility against all usual and foreseeable risks as determined by the Grantor;
- (b) ensure that the Burdened Land is kept clear at all times of obstructions which could unreasonably impede access to and reasonable use of the Easement Facility; and
- (c) ensure that the Easement Facility is kept secure from all persons other than the Grantee, duly authorised persons of the Body Corporate or such other personnel as may be required to access the Easement Facility in emergency situations.

3.3 The provisions of clauses 10-14 of Schedule 5 of the Regulations apply to this instrument, with the following exceptions:

- (a) the words "including the right to excavate land for the purposes of that construction)" are deleted from subclause 10(1)(b); and
- (b) clauses 11(1), 11(2), 11(3), 11(4) and 11(7) are negated.

3.4 The Grantor shall not have the power to terminate the Check Metre Easement for any breach of term, condition, covenant or restriction (express or implied) or for any other cause whatsoever, it being the intention that this easement shall continue to exist forever or until duly surrendered.

<p>If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.</p>
