

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952 **EI 8242512.5 Easement I**

Land registration district

SOUTH AUCKLAND



Cpy - 01/01, Pgs - 007, 31/07/09, 07:54



DocID: 512057021

Grantor

Surname(s) must be underlined or in CAPITALS.

GIBSON & DAY LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

HORIZON ENERGY DISTRIBUTION LIMITED

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this **29** day of **January** **2008**

Attestation

Signed by **GIBSON & DAY LIMITED** by its directors

Ross James Overington
Ross James Overington

Lynette Bowman
Lynette Bowman

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signed by **HORIZON ENERGY DISTRIBUTION LIMITED** by its attorney

John Christopher Colin Colledge
John Christopher Colin Colledge

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name *DEANE PETER BROWN COMBE*

Occupation *Chief Executive*

Address *Whakatane, New Zealand*

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

F
271001

E1

(5)

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*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

[Signature]
[Solicitor for] the Grantee

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(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Electricity	"A" and "A1" on DP 366701	CT 271001	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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[the provisions set out in Annexure Schedule 2)].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

1. EASEMENT TERMS

1.1 The full free right, liberty and licence at all times hereafter for the Grantee, its engineers, surveyors, servants, agents, employees, workmen, contractors and invitees with or without vehicles laden or unladen and with materials, tools, machinery and implements:

- (a) to lay, construct and maintain lines and works on, in, over and under the soil of the easement land;
- (b) to enter and remain upon the servient land for the purposes of laying, constructing, maintaining, inspecting, repairing, renewing, enlarging, replacing or altering the lines or works as the case may be and opening up the soil of the servient land and make any accessway, cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the servient land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this easement;
- (c) to use the lines and works for the purpose of conveying electricity, data and/or communications without interruption or impediment;

2 COVENANTS

The Grantor and the Grantee covenant as follows:

2.1 The Grantee shall be responsible for:

- (a) the installation of the lines and works; and
- (b) using its best endeavours to prevent the lines and works becoming a danger or a nuisance.

2.2 All work authorized to be carried out pursuant to this easement shall be carried out as expeditiously as possible and shall do as little damage to the servient land as is reasonably possible consistent with the rights and privileges conferred by this easement.

2.3 The Grantee will from time to time repair and make good all damage to fences, gates or other improvements upon the servient land directly caused by the Grantee carrying out any work pursuant to clause 1.1.

2.4 On completion of any work by the Grantee on the servient land the Grantee shall restore the surface of the servient land as nearly as possible to its former condition and replace the soil at the surface and turf (if any) consolidated to its proper level.

2.5 The Grantor will not without the written permission of the Grantee:

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.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

- (a) grow or permit to be grown any natural or cultivated vegetation including trees and shrubs on the easement land; or
- (b) erect or permit to be erected any improvement on the easement land; or
- (c) disturb or permit to be disturbed the soil below a depth of 400 millimetres from the surface of the easement land in any manner 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 easement are interfered with.

The Grantee may at all times remove any natural or cultivated vegetation or improvement on the servient land which will interfere with the rights granted by this easement.

2.6 This easement is in addition to and not in substitution for any statutory rights and authorities which the Grantee may have at any time in respect of the servient land.

2.7 The Grantor covenants with the Grantee that the Grantor waives and will not at any time claim any compensation from the Grantee under Sections 57 and/or 58 of the Electricity Act 1992 or under any other provisions of any statute or regulation whatsoever.

2.8 The lines and works are and shall remain the sole property of the Grantee.

3. DISPUTES

3.1 If a dispute in relation to the easement arises between parties who have a registered interest under the easement:

3.1.1 The party initiating the dispute must provide full written particulars of the dispute to the other party; and

3.1.2 The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal or any other dispute resolution technique that may be agreed by the parties; and

3.1.3 If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the District Law

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.


HORIZON ENERGY DISTRIBUTION LIMITED

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

I, **JOHN CHRISTOPHER COLIN CALLEJA** of Whakatane in New Zealand, Chief Financial Officer and Company Secretary of Horizon Energy Distribution Limited, hereby certify:

- 1 By Deed 07 November 2007, I was appointed an Attorney of Horizon Energy Distribution Limited, a Company incorporated in New Zealand and having its registered office at Whakatane on the terms and subject to the conditions set out in that Deed ("the Deed").
- 2 At the date of this Certificate, I am the Chief Financial Officer and Company Secretary of Horizon Energy Distribution Limited.
3. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of Horizon Energy Distribution Limited or otherwise and furthermore, my appointment as Attorney has not been revoked by way of expiry of the three year period referred to in Clause 6 of the Deed.
4. The Deed is registered with Land Information New Zealand, Dealing Number PA 7638839.1 (South Auckland Land Registry).

SIGNED by the abovenamed)
Attorney at Whakatane on)
this 28 day of January)
2008)


.....
JOHN CHRISTOPHER COLIN CALLEJA

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

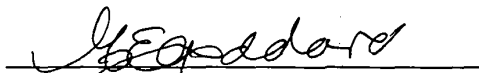
I, MARY GODDARD, Quality Assurance Officer, of Auckland, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as instrument No. 6508607.1
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 10 September 2007



MARY GODDARD



EASEMENT INSTRUMENT

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(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BANK OF NEW ZEALAND

Mortgagee under Mortgage 6605920.3

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section of the Act

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the within Easement

Dated this 10th day of September 2007.

Attestation

MARY GODDARD

Signature of Consentor

Signed in my presence by the Consentor

Meeta. Ulyrdeshwar

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name Meeta Murdeshwar

Occupation **Bank Officer**

Address Auckland

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY