

## Easement Instrument to grant easement

(Section 109 Land Transfer Act 2017)

### Land registration district

NELSON

BARCODE

### Grantor

*Surname must be underlined*

### Grantee

*Surname must be underlined*

**NETWORK TASMAN LIMITED**

### Grant of Easement

**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) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s)

### Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity and telecommunications			Network Tasman Limited (in gross)

### Easements 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 Five 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 B]~~

## ANNEXURE SCHEDULE B

**THE GRANTEE** (together with its successors and assigns) has the right liberty and privilege now, and at any time hereafter in perpetuity, by way of easement in gross to erect use replace add to and maintain "Works" (as defined herein) on over or under that part/those parts of the land shown in Schedule A (the "Easement") and such other parts of the Burdened Land as are reasonably required for any necessary supporting structures forming part of the Works, together with the following:

1. The full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee (together with its servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purposes) to enter upon such part of the Burdened Land and by such route as is reasonable in the circumstances, and to remain there for any reasonable time for the purpose of constructing, using, replacing, adding to and maintaining the Works, and to open up the soil of the Burdened Land to such extent as may be necessary or reasonable in that regard provided that as little disturbance as possible is caused to the surface of the Burdened Land and the surface is restored as nearly as possible to its original condition, and any other damage done by reason of such operations is repaired.
2. The right to convey electricity and telecommunications in an unimpeded flow through the Works.

**AND THE GRANTOR(S)** hereby agrees and covenants/agree and covenant (jointly and severally) with the Grantee as follows:

3. That the Grantor(s) will not be entitled to any compensation from the Grantee (or its servants, agents or workmen) in respect of the grant effected by this easement instrument; and
4. That the Grantor(s) will not at any time hereafter (in perpetuity) place or erect or cause to be placed or erected on any parts of the Easement any buildings, paths, drives, walls, fences or other improvements, nor plant any trees, shrubs or other vegetation, without the written consent of the Grantee first had and obtained, and will not permit any such trees, shrubs or other vegetation to cause any interference with the Works;
5. All Works on the Easement will at all times remain solely subject to the supervision and control of the Grantee and will at all times remain the property of the Grantee;
6. The Grantee may exercise and enjoy all rights, immunities from liability, powers and remedies to which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at common law without being limited or restricted by anything in this easement instrument.

**AND THE GRANTOR(S) AND THE GRANTEE** hereby agree and covenant:

7. That in the event of any dispute or difference arises between them in any way arising out of or in connection with this easement instrument, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
  - a. The arbitrator is to be jointly agreed upon between the parties;
  - b. If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the President of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;
  - c. The reference is a reference to single arbitration under the Arbitration Act 1996;
  - d. The arbitrator's decision is final and binding and may include:
    - i. An order for costs;
    - ii. An order for enforcement;
    - iii. Interest on moneys payable.
8. The expression "Works" used in this easement instrument means any "associated equipment", "electrical installation", "existing works" and "works" all as defined in the Electricity Act 1992, and any installation, equipment, fittings and works of any nature in respect of the exercise by the Grantee of the rights granted by clause 2.
9. The rights and powers granted by this easement instrument are in addition to (and not in substitution for) the rights set out in Schedule 5 of the Land Transfer Regulations 2018, and such rights will be interpreted and applied mutatis mutandis.