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Document, Interest, Instrument: 12853885.6

Property: 38 Cemetery Road, Wainui, Christchurch City

Legal Description: Lot 2 Deposited Plan 588703

CoreLogic Reference: 3268017/1

Processed: 05 November 2025

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View Instrument Details



Instrument No 12853885.6
Status Registered
Date & Time Lodged 27 October 2023 18:10
Lodged By MacFarlane, Olivia Kate
Instrument Type Easement Instrument



Affected Records of Title	Land District
1120187	Canterbury
1120188	Canterbury
1120189	Canterbury
1120190	Canterbury
1120193	Canterbury
1120194	Canterbury
1120196	Canterbury

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 12027365.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Olivia Kate MacFarlane as Grantor Representative on 27/10/2023 05:46 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 Victoria Ellen Beetham Moore Joseph as Grantee Representative on 26/10/2023 02:16 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.***Fraser James Graeme Henderson and Fraser Henderson Trustees Limited****Grantee***Surname(s) must be underlined.***Orion New Zealand 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 of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	G on DP 588703	Lot 1 DP 588703 (RT 1120187)	In gross
	H on DP 588703	Lot 2 DP 588703 (RT 1120188)	
	I on DP 588703	Lot 3 DP 588703 (RT 1120189)	
	J on DP 588703	Lot 4 DP 588703 (RT 1120190)	
	W, K on DP 588703	Lot 7 DP 588703 (RT 1120193)	
	S, V on DP 588703	Lot 8 DP 588703 (RT 1120194)	
	T, U on DP 588703	Lot 10 DP 588703 (RT 1120196)	

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 the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **[varied]** **[negated]** **[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 instrument

Page

1

 of

2

 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

Underground cables and electrical substation

- 1 The Grantee shall have the free and unrestricted right to convey and transmit electricity and electric impulses including signals, telecommunications and computer media, as follows.

On the part of the burdened land marked as follows (together, the <i>Easement Area</i>).	By means of the following (in each case, together with any ancillary or associated structures equipment or fittings now or later laid, constructed, erected or installed including by way of addition, replacement or upgrade) (together, the <i>Network Assets</i>).
G, H, I, J, K, S, U, V and W on Deposited Plan 588703 (<i>Underground Cables Easement Area</i>)	A cable or cables (including communication cables) which may include distribution enclosures and other minor above ground works but will otherwise be installed underground.
T on Deposited Plan 588703 (<i>Electrical Substation Easement Area</i>)	A cable or cables (including communication cables) and an electrical substation (including transformers, switchgear, control and reporting equipment and plant) whether above or under the ground.

The Network Assets will not for any reason become part of the burdened land or the property of the Grantor.

- 2 The Grantee may at any time access:

2.1 the burdened land; and

2.2 any vehicular or pedestrian access routes over any adjacent land owned by the Grantor or over which the Grantor's invitees have a right of access,

with equipment, implements, machinery, plant, tools and vehicles, for the purposes of laying, constructing, erecting, installing, operating, inspecting, maintaining, repairing, removing, modifying, adding to, replacing or upgrading any Network Assets above ground and below ground on the Easement Area. For these purposes the Grantee may dig up the Easement Area and may place material that is dug up on the Grantor's land adjoining the Easement Area. The Grantee shall, at its cost, fill any trenches or excavations and leave the surface of any land it has dug up level. The Grantee shall restore, at its cost, as nearly as practical to its former condition, the surface of any land it has dug up.

- 3 The Grantee shall undertake its work on the burdened land in accordance with all statutory obligations and good industry practice, and expeditiously, and will use reasonable endeavours to minimise to the extent practicable interference with the Grantor's use of the land outside the Easement Area.
- 4 The Grantor will not take or permit any action, and will use all reasonable endeavours to prevent any third party from taking any action, on the burdened land in breach of any legal requirement relating to the Network Assets or that could cause damage to, or interference with, any Network Assets or the Grantee exercising any right or performing any obligation under this easement.
- 5 Without limitation, the Grantor will not, without the written permission of the Grantee, construct, erect, place or plant, or permit to be constructed, erected, placed or planted on the Easement Area

Annexure Schedule

Insert type of instrument

Easement instrument	Page	2	of	2	Pages
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Continue in additional Annexure Schedule, if required.

- any reinforced concreting, swale, building, structure/improvement, tree or any non-dissecting kerb, service pipe or fence. The Grantor must, at its cost and at all times, keep the vehicular and pedestrian access routes over the burdened land used by the Grantee to and along the Easement Area clear and in good condition including the prompt undertaking of any necessary repair or reinstatement works.
- 6

The Grantee shall not be required to repair, make good or replace anything on the Easement Area that is in breach of clause 5 that is damaged or removed by the Grantee during the course of performing its rights and obligations under this easement.
- 7

The Grantee may exercise its rights and perform its obligation under this easement by its agents, contractors and employees.
- 8

There is no power for the Grantor to cancel this easement for any breach of its provisions or for any other cause with the intention being that this easement continues forever until surrendered.
- 9

This easement is in addition to and not in substitution or limitation for any statutory rights and authorities which the Grantee may have at any time in respect of the burdened land. The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 to the Land Transfer Regulations 2018 and where the terms of this easement are in conflict with Schedule 5 then the terms of this easement shall prevail.