

20th December 2017

Mr Roy Menton
Taupo District Council
46 Horomatangi Street
Taupo, 3330

ATT: Mr Roy Menton

Dear Roy

Horomatangi Feeder Reinforcement Project

Unison propose to improve security of supply to the Taupo CBD by supporting the overloaded Horomatangi Feeder with a new connection from the lightly loaded Heuheu Feeder.

As part of this work it is necessary to install two new sections of three core 35mm² Aluminium XLPE cable over Tongariro Domain Land as follows. For all of this work Unison require consent and an electrical easement over the effected land from the land owner.

1. Approx 60m of 11kV Cable from Transformer T605 (Located Pt Section 2, Town of Taupo Local Purpose Reserve 0.1142 ha) across Pt Section 3, Town of Taupo Recreation Reserve to Story Place.
2. Approx 60m of 11kV Cable from the North end of Story Place outside the Former Taupo Courthouse) following the formed Road to Pole 255709 on Section 2 SO 405169.

I have enclosed a plan of the relevant sections.

All costs associated with the creation of this easement will be the responsibility of Unison Networks Limited including any reasonable costs from landowners solicitor/s. The documents will be sent to you once the work has been completed.

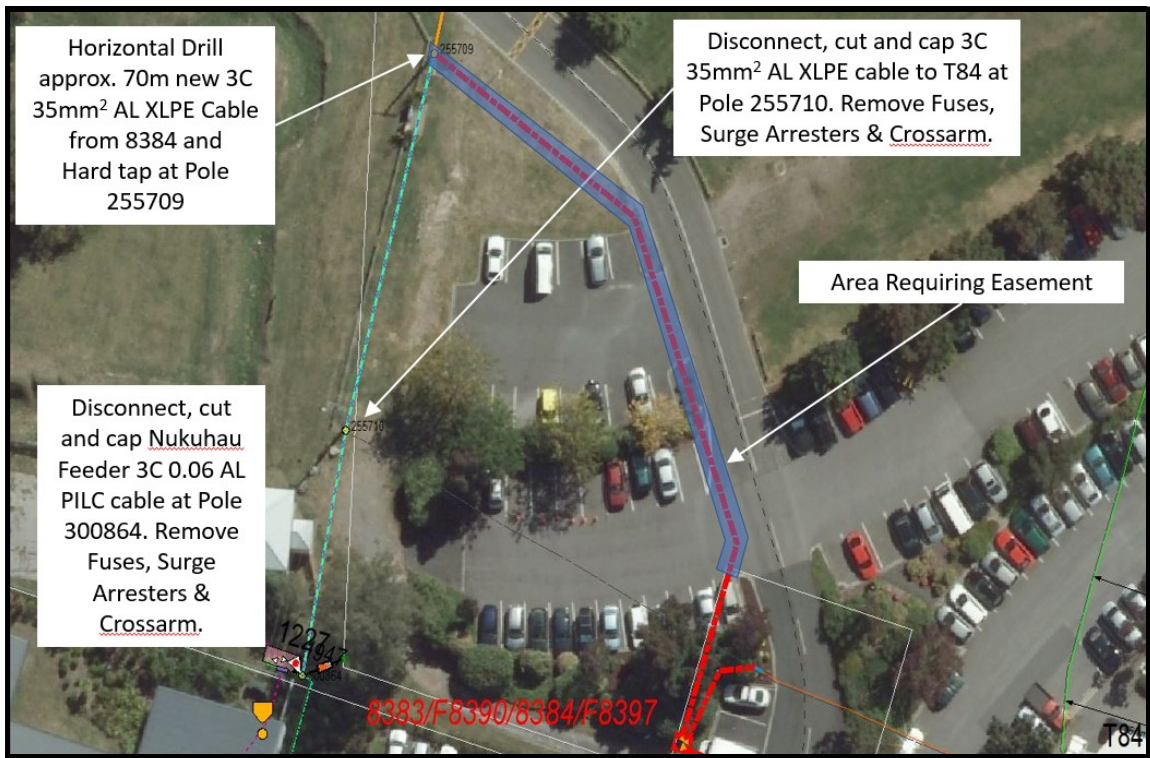
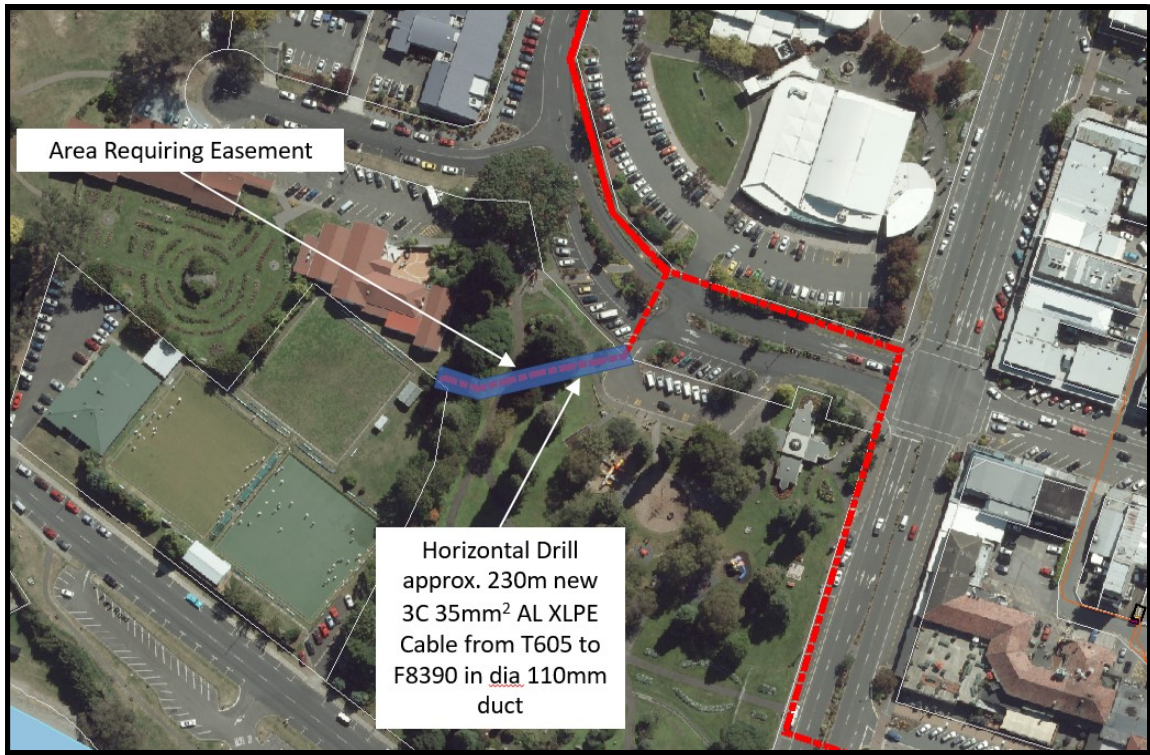
For our records should the land owner agree to our proposal and in order to complete our consent documentation we would appreciate it if you could return the signed attached authorization.

In the interim if you require any further information please do not hesitate to contact me to discuss any queries or concerns.

Yours faithfully



Kevin Maguire
Designer



JOB ID: 131362
FROM:

Network Designer

Unison Contracting Services Limited
PO Box 10136
Rotorua Mail Centre
3046

ATTENTION: Kevin Maguire

Horomatangi Feeder Reinforcement Project

I consent in principle to the work being carried out on land specified above.

NAME: _____

SIGNED: _____

DATE: _____

I have the authority to grant the required easement in gross (including the right to convey electricity and the right to convey telecommunications and electronic data) in favour of Unison Networks Limited over the land associated with the above project. I understand that all reasonable costs incurred by myself will be paid by Unison.

NAME: _____

SIGNED: _____

DATE: _____

(If Applicable):

NAME OF SOLICITOR: _____

NAME OF SOLICITORS FIRM: _____

SOLICITORS ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

Unison Networks Limited - Easement - Unison require an easement for the right to convey electricity, telecommunications and electronic data

EASEMENTS RIGHTS AND POWERS (INCLUDING TERMS COVENANTS AND CONDITIONS).

The rights and powers implied in the above easements are those prescribed by the Fourth Schedule to the Land Transfer Regulations 2002 (“the Fourth Schedule”) but modified as set out below. Where the modifications and the Fourth Schedule are in conflict the modifications must prevail.

Modifications

1. The right to convey electronic data has the same rights and powers as provided in the Fourth Schedule for “computer media” (subject to the modifications in this instrument).
2. In exercising the right of entry to carry out any work on the easement facility, the Grantee will (except in an emergency) give the Grantor 48 hours prior notice before entering onto the servient land.
3. (a) The Grantor must not place any buildings erections or fences on the stipulated course or plant or suffer or allow to grow any tree or shrub on or near the stipulated course that may interfere with any easement facility and will not do or omit to do or allow or suffer any things which may interfere in any way with the Grantee’s rights herein.

(b) Where in the sole opinion of the Grantee any tree or shrub, whether in or near the stipulated course, is causing or is likely to cause interference with the easement facility or access to it, the Grantor must at the request of the Grantee remove or trim back the offending tree or shrub, and the provisions of Clause 13 of the Fourth Schedule will apply.
4. Nothing in this easement compels the Grantee to convey electricity or telecommunications or electronic data through the easement facility, and the Grantee may discontinue and recommence such usage at will.
5. Nothing in this easement restricts limits abrogates or abridges any rights powers or remedies vested in the Grantee by any statute or regulation or statutory rule.
6. The Grantor and Grantee agree that all lines, poles, transformers, cables and other equipment within the easement facility associated with this easement are the property of the Grantee.
7. The Grantor shall be responsible for the cost of any repair or replacement of the easement facility (including lines, poles, transformers, cables and other equipment within the easement facility) on the servient tenement that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the Grantor).