

View Instrument Details



Instrument No 12967358.4
Status Registered
Date & Time Lodged 04 April 2024 16:51
Lodged By Marchant, Freya Anne
Instrument Type Easement Instrument



Affected Records of Title	Land District
1163883	Wellington
1163884	Wellington

Annexure Schedule Contains 2 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 8434102.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Freya Anne Marchant as Grantor Representative on 04/04/2024 04:48 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 Freya Anne Marchant as Grantee Representative on 04/04/2024 04:48 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**Jules ESTHER ad Dana Rachelle PETERSON**Grantee**Jules ESTHER and Dana Rachelle PETERSON**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
Pedestrian Right of Way	D on DP 588843	Lot 1 DP 588843 RT 1163883	Lot 2 DP 588843 RT 1163884

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 2 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

PEDESTRIAN RIGHT OF WAY

The easement described in Schedule A as "Pedestrian Right of Way" means the rights set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 PROVIDED THAT this right of way shall be limited to pedestrian traffic only and the rights and powers in paragraph 6 (2)(a) of the Fifth Schedule to the Land Transfer Regulations 2018 are amended accordingly.

The same rights and powers as set out in paragraph 6 of the Fifth Schedule of the Land Transfer Regulations 2018 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 SAVE THAT where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.

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.