

STATEMENT OF PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor or the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

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SOLD ON KĀPITI
REAL ESTATE

View Instrument Details



Instrument No 9676249.10
Status Registered
Date & Time Lodged 28 May 2014 08:37
Lodged By Cope, Hannah Marie
Instrument Type Easement Instrument



Affected Computer Registers Land District

648386	Wellington
648387	Wellington
648388	Wellington
648389	Wellington
648390	Wellington
648391	Wellington

Annexure Schedule: Contains 4 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 B472482.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Hannah Marie Cope as Grantor Representative on 16/06/2014 02:52 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 Hannah Marie Cope as Grantee Representative on 16/06/2014 02:53 PM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Alistair Alexander Fyfe Robertson and David John Laurenson

Grantee

Alistair Alexander Fyfe Robertson and David John Laurenson

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
See Attached for Schedule "A"			

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 2002 and/or Schedule Five 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 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule B]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 _____]~~

SCHEDULE A			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of Way, Right to Drain Sewage and water, Right to convey water, electricity, gas and telecommunications and computer media	"A" DP473745	648391	648386, 648387, 648388, 648389, 648390
	"B" DP473745	648390	648386, 648387, 648388, 648389, 648391
	"C" DP473745	648389	648386, 648387, 648388, 648390, 648391
	"D" DP473745	648388	648386, 648387, 648389, 648390, 648391
	"E" DP473745	648387	648386, 648388, 648389, 648390, 648391
	"F" DP473745	648386	648387, 648388, 648389, 648390, 648391
Pedestrian Right of Way	"G" DP473745	648387	648386, 648388, 648389, 648390, 648391
Pedestrian Right of Way and Right to Drain Water	"H" DP473745	648387	648386, 648388, 648389, 648390, 648391
Right to Drain Water	"I" DP473745	648388	648386, 648387, 648389, 648390, 648391
Right to Drain Sewage	"J" DP473745	648390	648386, 648387, 648388, 648389, 648391
	"K" DP473745	648391	648386, 648387, 648388, 648389, 648390

SCHEDULE B

The rights and powers implied in easements as described in the Fourth Schedule to the Land Transfer Regulations 2002 shall apply where applicable to the easements herein provided that where there is a conflict between the provisions of the Fourth Schedule of the Land Transfer Regulations 2002 and the modifications in this Easement Instrument, the modifications shall prevail.

Pedestrian Right of Way

Clause 6 of the First Schedule of the Land Transfer Regulations 2008 is varied to the extent that the full, free, uninterrupted and unrestricted right for the Grantee and the tenants, licensees and invitees of the Grantee (in common with the Grantor, the tenants of the Grantor and any other person lawfully entitled to do so) from time to time and at all times by day and by night to go, pass and repass with or without domestic animals but on foot only over and along the land over which the pedestrian right of way is granted or created.