View Instrument Details

Instrument No	12709406.6
Status	Registered
Date & Time Lodged	21 September 2023 14:47
Lodged By	Stevenson, Jane Maree
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1112268	Wellington
1112269	Wellington

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 11974045.3 has consented to this transaction and I hold that consent	☑

Signature

Signed by Jane Maree Stevenson as Grantor Representative on 21/09/2023 02:33 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 Jane Maree Stevenson as Grantee Representative on 21/09/2023 02:33 PM

***** End of Report *****

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Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Daniel Richard Leon Kebbell and **Claire Margaret Fitzpatrick**

Grantee

Megan Adel Fitzpatrick and **Cody Anaru Cooper-Theobald**

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) **DP 586945**	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Pedestrian Right of way	**A**	Lot **2** DP 586945 (RoT **1112269**)	Lot **1** DP 586945 (RoT **1112268**)

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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]** ~~**[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 page 1 hereto]

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Form L

Annexure Schedule Page 1 of 1 Page

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Rights and powers continued

Pedestrian Right of way

The same rights and powers as set out in paragraph 6 of Schedule 5 to the Land Transfer Regulations 2018 PROVIDED THAT the right of way shall be limited to pedestrian traffic and the rights and powers are amended accordingly.

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of Schedule 5 to the Land Transfer Regulations 2018 SAVE THAT:

(a) Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail, and

(b) Where there is a conflict between the provisions of the Schedule 5 to the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.