

View Instrument Details



Instrument No 11250683.5
Status Registered
Date & Time Lodged 15 October 2018 16:41
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers	Land District
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838972	Nelson
838973	Nelson
838974	Nelson
838975	Nelson
838976	Nelson

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 10810246.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Kim Penketh as Grantor Representative on 27/09/2018 11:45 AM

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 Kim Penketh as Grantee Representative on 27/09/2018 11:45 AM

*** End of Report ***

Form B

Easement instrument to grant easement

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Glass House Block Limited

Grantee

Tasman District Council

Grant of Easement

The Grantor being the registered proprietor of the servient tenement set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in Schedule B

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement	Shown (plan reference) DP 524729	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Drain Sewage	Marked E, L Marked D, K Marked C, J Marked B, I, F Marked A, H	838972 (Lot 19) 838973 (Lot 20) 838974 (Lot 21) 838975 (Lot 22) 838976 (Lot 23)	In Gross

Schedule B

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below the rights and powers implied in specified classes of easement are those prescribed by Schedule 4 to the Land Transfer Regulations 2002.

Where there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and the provisions of this Easement Instrument, the provisions of this Easement Instrument must prevail.

The following provisions are applicable to the easement created by this Easement Instrument.

- 1.1 The Grantee may exercise and enjoy all rights, immunities from liability, powers and remedies to which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at common law without being limited or restricted by anything in this Easement Instrument.
- 1.2 The Grantor shall not place, or allow to be placed, any building, wall, fence or other structure on or over the Easement Area without the prior written consent of the Grantee.
- 1.3 Notwithstanding anything to the contrary expressed or implied in this instrument, except with the consent of the Grantee the Grantor shall not be entitled to use or have the benefit of the easement hereby created or the easement facility and shall not grant to any other person any rights in respect of the easement facility.
- 1.4 In this instrument Grantee includes the Grantee's successors and assigns.

View Instrument Details



Instrument No 11250683.6
Status Registered
Date & Time Lodged 15 October 2018 16:41
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

838972	Nelson
838973	Nelson
838974	Nelson
838975	Nelson
838976	Nelson
838977	Nelson
838978	Nelson
838979	Nelson
838980	Nelson
838984	Nelson

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 10810246.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Kim Penketh as Grantor Representative on 27/09/2018 11:45 AM

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 Kim Penketh as Grantee Representative on 27/09/2018 11:45 AM

*** End of Report ***

Form B

Easement instrument to grant easement

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

GLASS HOUSE BLOCK LIMITED

Grantee

GLASS HOUSE BLOCK LIMITED

Grant of Easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement	Shown (plan reference) DP 524729	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
Right of Way, Right to Convey Water, Right to drain Sewage and Water, Right to Convey Electricity, Telecommunications & Computer media	Marked G	838978	838977, 838979, 838980 and 838984
Right to drain water & Sewage	Marked A and H Marked B and I Marked C and J Marked D and K	838976 838975 838974 838973	838972 to 838975 838972 to 838974 838972 and 838973 838972

Schedule B

Easements rights and powers (including terms, covenants and conditions)

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 the Fifth Schedule to The Property Law Act 2007.

The implied rights and powers are hereby added to by:

Rights and Powers:

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to The Property Law Act 2007, the provisions of the Fifth Schedule to The Property Law Act 2007 must prevail.
2. Where there is a conflict between the provisions of the fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 and the provisions of this Easement Instrument, the provisions of this Easement Instrument must prevail.
3. The following provisions are applicable to the easements created by this Easement Instrument.
 - 3.1 No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the Grantor and Grantee that each easement shall subsist for all time unless it is surrendered.
 - 3.2 Any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by the Grantee (or any of the Grantees, if more than one) or the Grantor (or any of the Grantors, if more than one) entitled to use the same (which includes agents, employees, contractors, tenants and invitees of that Grantor or Grantee as the case may be) must be carried out promptly by that Grantor or Grantee and at the Grantor or grantee's sole cost (and if there shall be more than one Grantee or grantor for the time being so responsible the cost shall be borne by them in proportion to their responsibility). Where such act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor(s) or Grantee(s) responsible shall be in proportion to the amount attributable to that act or omission, and the balance shall be payable in accordance with clause 3.3 below).
 - 3.3 Subject to clause 3.2 above, the costs of any maintenance, repair, or replacement of any easement facility (and any equipment or accessories appurtenant thereto) shall be borne by the Grantee (or Grantees, if more than one) and the Grantor (OR Grantors, if more than one) entitled to use the same in the same proportion to which such easement facilities (and appurtenant equipment or accessories) are actually used by each of them and so that no such Grantee or Grantor shall bear the cost of anything which is in respect of any part of the easement facilities (or appurtenant equipment or accessories) which is not used by such Grantee or Grantor or in respect of which such use has not commenced.

View Instrument Details



Instrument No 11250683.7
Status Registered
Date & Time Lodged 15 October 2018 16:41
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

838969	Nelson
838970	Nelson
838971	Nelson
838972	Nelson
838973	Nelson
838974	Nelson
838975	Nelson
838976	Nelson
838977	Nelson
838978	Nelson
838979	Nelson
838980	Nelson
838981	Nelson
838982	Nelson
838983	Nelson
838985	Nelson

Annexure Schedule: Contains 6 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 10810246.3 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

Signature

Signed by Kim Penketh as Grantor Representative on 27/09/2018 11:45 AM

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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>

Grantee Certifications

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 Kim Penketh as Grantee Representative on 27/09/2018 11:45 AM

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

Form B

Easement instrument to create land covenants

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Glass House Block Limited

Grantee

Glass House Block Limited

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 **creates** for the benefit of the **Grantee** being the registered proprietor of the dominant tenement(s) the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference) DP 524729	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
Land Covenants		838969 to 838983 and 838985	838969 to 838983 and 838985

CONTINUATION OF SCHEDULE A

Covenant provisions

To the intent that the covenants herein shall run with the servient tenements referred to in Schedule A hereof, forever for the benefit of the dominant tenements referred to in the said Schedule A hereof.

Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

"Lot(s)" in relation to this instrument means a Lot(s) on DP 524729.

"Subdivision" means the subdivision comprised in DP 524729.

"Grantee" in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

"Grantor" in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

GLASS HOUSE BLOCK LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the servient tenements and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified **GLASS HOUSE BLOCK LIMITED** from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the servient tenements which have been transferred by it to another registered proprietor.

If any dispute or difference arises between servient and dominant tenement owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst **GLASS HOUSE BLOCK LIMITED** is the owner of any dominant tenement then the same shall be referred to **GLASS HOUSE BLOCK LIMITED** for resolution whose decision shall be final.

In the event that the Grantor or any subsequent servient tenement owner is in breach of any of these covenants they shall on request from the Grantee or any subsequent dominant tenement owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantor or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Schedule B.

SCHEDULE B

Schedule of Covenants

1. Design Controls

The Grantor shall not erect or permit to be erected on the Lot:

- 1.1 Any building, structure or improvement without first obtaining the written approval of Glass House Block Limited (or their nominated representative) to the final building plans and specifications (and where appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways and front yard landscaping.
- 1.2 Approval shall be entirely at the discretion of Glass House Block Limited in all respects provided that should Glass House Block Limited (or its nominated representative) fail to approve or disapprove such plans and specifications within 25 working days of receipt of the same, then it shall be deemed to have approved the same. The Grantor shall not apply for a building consent until such time as Glass House Block Limited's approval, whether deemed or otherwise, has been obtained.
- 1.3 Glass House Block Limited shall be entitled to serve an injunction notice on the Grantor to cease all work if the Grantor shall commence any construction work without having first obtained the approval of Glass House Block Limited in accordance with this clause.
- 1.4 The obligation to obtain the approval of Glass House Block Limited (or its nominated representative) pursuant to this clause shall expire Fifteen (15) years after the date of registration of this instrument.

2. Design Guidelines

- 2.1 For guidance, the following are not permitted.

- 2.1.1 More than one dwelling on any Lot;
- 2.1.2 Any dwelling building or structure of an A-frame style or construction;
- 2.1.3 Any dwelling that is a single rectangle;
- 2.1.4 Any building or structure that does not contain at least one roof break or one full valley in its roofline;
- 2.1.5 Any relocated, transportable, kitset or used dwelling provided that:
 - 2.1.5.1 One prefabricated (but not used) garden shed which is adequately screened from neighbouring properties may be placed on the Lot; and
 - 2.1.5.2 Builder's sheds or other similar buildings required during construction of any dwelling may be placed on the Lot during such construction but must be removed on completion of such construction.
- 2.1.6 Any dwelling, building or other structure with an external wall cladding of:

- 2.1.6.1 galvanised iron, zincalume or metallic cladding material unless such cladding material has a proprietary coating system and the area of which does not exceed 20% of the total area of the external walls of the dwelling, building or other structure; or
- 2.1.6.2 any sheet material (e.g. fibre cement sheet, Hardiplank or other flat Hardie sheet or Hardie cladding product) unless such material has a proprietary finishing system applied or is properly sealed and painted, and the area of which does not exceed 20% of the total area of the external walls of the dwelling, building or other structure; or
- 2.1.6.3 any PVC, plastic or materials coated in PVC or plastic; or
- 2.1.6.4 any pre-used building materials; or
- 2.1.6.5 any other building material which in the opinion of Glass House Block Limited (or its nominated representative) detracts from the good quality of the subdivision and the local housing standard.

3. Building

- 3.1 **The Grantor** shall not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by Glass House Block Limited, during the construction process without first having obtained Glass House Block Limited's written approval.
- 3.2 **The Grantor** shall complete construction of any building, structure or improvement on the Lot within 12 months of commencing work on any such building, structure or improvement and the Grantor shall not allow:
 - 3.2.1 a period of more than three (3) months to elapse without substantial work being carried out once such work has commenced;
 - 3.2.2 in the case of a dwelling, the dwelling to not be fully clad and roofed by the date that is five (5) months from the date the foundations for that dwelling are laid.
- 3.3 **The Grantor** shall not occupy nor allow any dwelling constructed on the Lot to be occupied until the dwelling has been completed in accordance with the requirements of the local authority nor will the Grantor allow any temporary structures, vehicles, caravans, tents or other similar accommodation to be used for temporary residential purposes prior to completion of the dwelling.
- 3.4 **The Grantor** shall not move, damage or remove any survey pegs or markers on the Lot and in the event of any breach of this restriction, the Grantor shall, at the sole costs of the Grantor, have such pegs or markers replaced by a registered surveyor and if the Grantor shall not comply with this covenant within 30 days of being requested to do so by any Dominant Lot Owner, then such Dominant Lot Owner shall have the right to instruct a registered surveyor to replace such pegs and markers and the Grantor shall be liable for all associated costs.
- 3.5 **The Grantor** shall not allow any masts, aerials, other structures, trees or shrubs to exceed a height of 5m above the average ground level of the Lot.

4. Maintenance

- 4.1 **The Grantor** shall not allow any building or structure on the Lot to become dilapidated or to fall into disrepair and shall not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of other Lots in the subdivision.
- 4.2 **The Grantor** shall not allow the Lot to become littered, overgrown or unsightly to the intent that the Lot shall be maintained in a neat and tidy condition (including not allowing grass to

grow to a height greater than 100mm), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Lot.

5. General Standards/Use

- 5.1 **The Grantor** shall not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Lot 102 on DP 524729 being road to vest. Short term parking by visitors and trades people will not be a breach of this covenant.
- 5.2 **The Grantor** shall not store or allow to be stored, any caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is adequately garaged or screened from the street frontage.
- 5.3 **The Grantor** shall not permit any caravan to be kept on the Lot for temporary accommodation.
- 5.4 **The Grantor** shall not allow any animals to be brought onto or kept on the Lot other than up to two dogs and/or two cats. No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others.
- 5.5 **The Grantor** shall not keep or allow to be kept on the Lot any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the subdivision (e.g. Pit Bull Terrier; Rottweiler and Doberman Pinscher).
- 5.6 **The Grantor** shall not carry out nor permit to be carried out on the Lot any activity which does not comply with the Tasman District Council permitted activities in a Residential Zone provided however that this clause shall not apply to the use of the property for the purposes of a builders show home (and ancillary builders office) for a period of no more than 2 years from the date of completion of such shown home.
- 5.7 **The Grantor** shall not use or permit the use of the property for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include but not be limited to the use of the property for housing purposes by central or local government agencies or public or private health centre agencies, public or private retirement care providers or public or private educational providers.
- 5.8 **The Grantor** shall not for a period of 15 years from the date of registration of these covenants subdivide the Lot and the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

6. Fencing

- 6.1 **The Grantor** shall not use any second-hand building materials for fencing on the Lot.
- 6.2 **The Grantor** will not call upon and acknowledges that **Glass House Block Limited** will not be liable to pay for or contribute towards the cost of any boundary fencing.
- 6.3 Any boundary fence encompassing the front yard of any Lot including any road boundary fence shall not exceed a height of 1.2m above ground level.

7. Landscaping/Planting

- 7.1 **The Grantor** will ensure that the front yard of the Lot is fully landscaped within Three (3) months from the date of occupation of the dwelling erected on the Lot.
- 7.2 **The Grantor** shall not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 5.0 metres above ground.

Modification

8. Whilst **Glass House Block Limited** remains registered proprietor of any Lot it reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.



View Instrument Details

Instrument Type	Transfer
Instrument No	11270426.2
Status	Registered
Date & Time Lodged	02 November 2018 10:08
Lodged By	Fleck, Tania Marie

Affected Computer Registers	Land District
838972	Nelson

Transferors

Glass House Block Limited

Transferees

Bruce Robert Etwell and Frances Mary Joan Etwell

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Kim Penketh as Transferor Representative on 01/11/2018 10:34 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Tania Marie Fleck as Transferee Representative on 02/11/2018 09:17 AM

*** End of Report ***



View Instrument Details

Instrument No 11250683.9
Status Registered
Date & Time Lodged 15 October 2018 16:41
Lodged By Penketh, Kim
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
838969	Nelson
838970	Nelson
838971	Nelson
838972	Nelson
838973	Nelson
838974	Nelson
838975	Nelson
838976	Nelson
838977	Nelson
838978	Nelson
838979	Nelson
838980	Nelson
838981	Nelson
838982	Nelson
838983	Nelson
838985	Nelson

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Kim Penketh as Territorial Authority Representative on 26/09/2018 04:11 PM

*** End of Report ***

TASMAN DISTRICT COUNCIL

CONSENT NOTICE

PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

TASMAN DISTRICT COUNCIL NUMBER RM 170747

LT PLAN 524729

The Tasman District Council hereby gives notice pursuant to Section 221 of the Resource Management Act 1991 that the subdivision consent in respect of LT Plan 524729 being a subdivision of the land in Certificate of Title NL56/80 was granted subject to the following conditions to be complied with on a continuing basis pursuant to Section 108(1) of the Resource Management Act 1991:

The following conditions shall apply to Lots 23 to 26 inclusive:

1. Waterway Setback

Any building located on these lots shall be sited at least 2.5m from the south-west property boundary adjoining Lot 101 (Drainage Reserve).

2. Fencing Height

All fencing erected on the common boundary with Lot 101 (Drainage reserve) shall be a maximum of 1.2m in height.

3. Landscaping

- 3.1 Landscaping shall be provided that consist of a minimum of three specimen trees or shrubs on each lot and shall be planted along the property boundary adjoining lot 101 (Drainage Reserve). The plantings shall be located within the 2.5m build setback from the south-west property boundary.
- 3.2 The landscape plantings shall consist of species that are capable of reaching a height of at least 2m at maturity and shall be maintained and retained to present an attractive streetscape. Any dead or dying trees/shrubs shall be replanted in the next planting season (May-August inclusive).
- 3.3 The landscaping shall occur within the first planting season following issuing of the Code of Compliance for a dwelling erected on the Lot.

The following conditions shall apply to Lots 16-30 and 32:

4. Stormwater

- 4.1 Above ground attenuation devices shall be installed on each allotment at the building construction stage. The attenuation devices shall be an appropriate size so that the combined attenuation volume for each residential allotment is a minimum of 13m³. The combined attenuation is calculated of the underground device(s) installed prior to the issue of title and the above ground attenuation devices required by this notice. The property owner is required to ensure both attenuation devices (underground and above ground) are retained and maintained in fully operational condition at all times. Any costs associated with the ongoing maintenance, operational condition and monitoring of these devices is to be fully met by the landowner.
- 4.2 The stormwater discharge consent granted under RM170748 by the Tasman District Council for the overall subdivision is to be transferred to each of the new lot owners once the new land titles become available.
- 4.3 All stormwater from paved areas and roofs shall be discharged into an approved stormwater system via an approved sealed pipe system. All roof water is to be discharged to the stormwater detention tanks installed on each Lot.

The following conditions shall apply to Lots 19 to 23 inclusive:

5. Without prior approval from Council's Engineering Manager, the stormwater drainage easement located on Lots 19 to 23 inclusive is to remain free of any structure or filling, except for fencing with vertical bars with a least 100mm spacing across the easement area and plantings that do not impede stormwater flows. The easement to be maintained so that stormwater flows are not impeded.

The following conditions shall apply to Lots 18 to 24 and 26 to 30 inclusive:

6. These Lots are suitable for the construction of light timber framed residential buildings complying with NZS3604 or otherwise foundations are to be designed by a chartered professional engineer experienced in foundation design.

The following conditions shall apply to Lots 16, 17, 25 and 32:

7. These Lots are suitable for the construction of lightweight timber framed residential buildings but the foundations are to be designed by a chartered professional engineer experienced in foundation design.

Dated at Richmond this 4th day of September 2018

.....

(Principal Administrative Officer/Authorised Officer)

(C)



(New Zealand

MEMORANDUM OF TRANSFER AND GRANT OF RIGHTS OF DRAINAGE

WHEREAS VICTOR CYRIL THOMASON of Appleby, Farmer (hereinafter together with his executors, administrators and assigns called "the Grantor") is being registered as the proprietor

(1) Here state nature of the estate or interest. of an estate⁽¹⁾ of freehold in fee simple

subject, however, to such encumbrances, liens, and interest as are notified by

(2) District, county, hundred or township. memorandum underwritten or endorsed hereon, in all that piece of land situated in the²

(3) Here state the area, exclusive of roads intersecting the same, if any.

Land District of Nelson, containing⁽³⁾ FIRSTLY TWENTY-SEVEN ACRES AND FIVE PERCHES (27-0-05)

(4) Here state rights of way, privileges, or easements, if any, intended to be conveyed; and, if the land to be dealt with contains all that is included in an existing grant or certificate refer thereto for description of parcels and diagrams, otherwise set forth the boundaries in chains, links or feet, and refer to the plan delineated on the margin or annexed to the instrument, or deposited in the Registry Office.

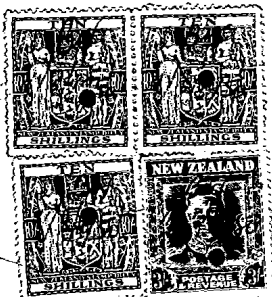
be the same a little more or less⁽⁴⁾ being all the land in Deposited Plan 1943 and being part of Section 22 Waimea East situated in Block VI Waimea Survey District and all the land in Certificate of Title Volume 67 folio 227 (Nelson Registry) SUBJECT to Order in Council No. 746 and SUBJECT ALSO to a condition as to the building line;

SECONDLY THREE ACRES ONE ROOD AND FIVE PERCHES (3-1-05) be the same a little more or less being all the land conveyed by Deed of Conveyance No. 45677 and being part of Section 22 of the District of Waimea East and all the land in Certificate of Title Volume 56 folio 80 (Nelson Registry) Limited as to Parcels;

THIRDLY THREE ACRES THREE ROODS AND EIGHTEEN AND SEVEN-TENTHS PERCHES (3-3-18.7) be the same a little more or less situated in the Borough of Richmond being Lot 2 Deposited Plan 3490 and being part of Section 22 District of Waimea East and all the land in Certificate of Title Volume 95 folio 132 (Nelson Registry) SUBJECT to Order in Council No. 486 and SUBJECT ALSO to a condition as to the building line

AND WHEREAS EDWARD JOSEPH BARRETT of Wellington, Retired and EDWARD DORNEY BURT of Wellington, Civil Servant (hereinafter together with their respective executors administrators and assigns called "the Grantees") are registered as the proprietors of an estate of freehold in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interest as are notified by Memorandum underwritten or endorsed hereon, in all that piece of land situated in the Land District of Nelson conveyed by Deed of Conveyance No. 50834 and being part of Section 22 of the District of Waimea East and being all the land in Certificate of Title Volume 56 folio 81 (Nelson Registry) Limited as to parcels and title SUBJECT to Memorandum of Mortgage No. 32467 X

AND WHEREAS the parties hereto are desirous of granting the respective rights and easements and of entering into the respective covenants hereinafter set forth NOW THIS TRANSFER WITNESSETH as follows :-



1. IN PURSUANCE of the premises and in consideration of the grants and covenants on the part of the Grantees hereinafter contained the Grantor HEREBY TRANSFERS AND GRANTS to the Grantees the full free and uninterrupted right liberty privilege and authority for all time hereafter to drain and discharge water whether rain tempest spring soakage or seepage water in any quantities from the Grantees above described land into through and along the open drain already dug and constructed over across and through the SECOND above described parcel of the Grantors land which said drain is delineated on the plan endorsed hereon between ~~the points marked B and C and therein coloured red~~ for the purposes of conducting the said water from the said point marked B to the said point marked C and beyond to the drain in, and parallel to, the public road coloured brown on the said plan.

2. IN FURTHER PURSUANCE of the premises and in consideration of the grants and covenants on the part of the Grantor herein contained the Grantees HEREBY TRANSFER AND GRANT to the Grantor the like full free and uninterrupted right liberty privilege and authority for all time hereafter to drain and discharge water as aforesaid in any quantities from all the Grantors above described land together with a like right liberty privilege and authority to drain and discharge water from the Grantors cowshed and yard into and through and along the open drain already dug and constructed over across and through the above described Grantees land which said drain is delineated on the plan endorsed hereon between the points marked A and B and therein coloured green for the purposes of conducting the said water from the said point marked A to the said point marked B and beyond to, through and along the above mentioned drain between the said points B and C on the said plan

3. IT IS HEREBY AGREED AND DECLARED that the true intent and meaning of this Transfer and Grant is that the respective easements herebefore created over the respective servient tenements hereinbefore described shall be and remain forever appurtenant to the respective dominant tenements in respect of which the said respective easements are hereby expressed to be granted.

4. IT IS HEREBY MUTUALLY COVENANTED AND AGREED between the parties as follows :-

- (a) That the whole of the drain running through the lands of the Grantor and the Grantees respectively between the points A and C on the plan endorsed hereon and therein coloured part red and part green shall be cleaned at the cost of the Grantor and the Grantees in equal shares four times in each year or such lesser number of times in each year (but not less than once in each year) as the Grantees may in their absolute discretion decide
- (b) That the cost of the cleaning of the said drain as aforesaid shall be

shared equally by the Grantor and the Grantees and the share of each shall be paid within seven days of the completion of the work

- (c) That the Grantees will forthwith remove the block or barrier placed by them across the said drain between the said points A and B.
- (d) That the Grantor shall forthwith construct and maintain in effective working order a sieve, trap or sump (or combination thereof) in that part of the drain situated in the Grantor's own land before the said drain enters the land of the Grantees at the point marked A on the said plan, to prevent all sediment from the Grantors cowshed and yard entering and passing through the said drain between the said points A and B on the said plan such sieve, trap or sump (or combination thereof) to be approved in design and size by the Waimea County Engineer all matters that may arise in dispute over such sieve, trap or sump to be referred to the said Waimea County Engineer for arbitration in accordance with the provisions of the Arbitration Act
- (e) The costs of and incidental to the preparation stamping and registration of this transfer and grant shall be borne and paid by the parties hereto in equal shares

IN WITNESS WHEREOF this Transfer has been executed this 6th day of June, 1950.

SIGNED by the said VICTOR CYRIL THOMASON }
as Grantor in the presence of :-

V.C. Thomason

W.D. Hunt
Robinson
Nelson

SIGNED by the said EDWARD JOSEPH BARRETT }
and EDWARD DORNEY BURT as Grantees in the }
presence of :-

E. J. Barrett
ED Burt

W. R. Rafter
Sullivan
Nelson

I, CYRIL NEWPORT of Wakefield, Retired the Mortgagee under Memorandum of Mortgage No. 32,467 of the Grantees in the above written Memorandum of ~~Transfer and Grant~~ hereby consent to the above written mutual grant of drainage easements

IN WITNESS WHEREOF I have hereunto set my hand this 29th day of May, 1950

SIGNED by the said CYRIL NEWPORT in the }
presence of :-

C. Newport

Cecil C. Cooper J.P.
Retired Hotelkeeper
Wakefield

== TRANSFER ==

No.
43831

Correct for the purposes of the Land Transfer Act.

situated in

W. D. Lunt

Solicitor, Nelson.
for the Transferee

V. C. THOMASON, Grantor

E. J. BARRETT & ANOTHER, Grantees

Particulars entered in Register Book Vol. 56

Folio 80.81. 67/227 95/132.

and Mtge 32467

the 11th day of Aug 1950
at 2.50 o'clock.



[Signature]
District Land Registrar

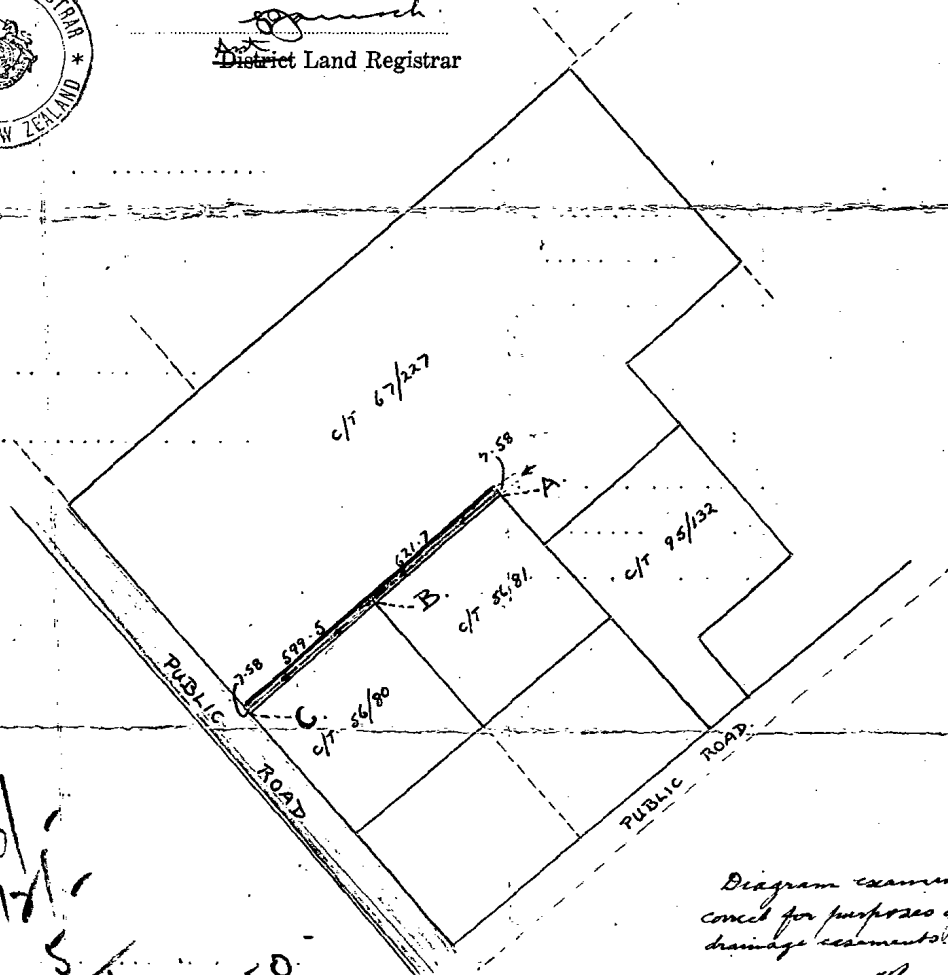
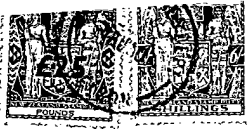


Diagram examined.
correct for purposes of grants of
drainage easements.

[Signature]
L. E. S.
8/9/50.

MAGINNITY, SON & SAMUEL,
Solicitors,
Nelson.



(Approved by the District Land Registrar, Nelson. No. 35)

25.6.0
[New Zealand]



Memorandum of Transfer

43861 TE

ATHOL JAMES formerly of Wellington, but now of Palmerston North, Civil
Servant, _____

Unstamped Agreement for
Sale, dated 7/7/50
produced for inspection.

_____ being registered as proprietor
of an estate ~~of~~ in fee simple _____
subject, however, to such encumbrances, liens, and interests as are notified by memoranda
underwritten and endorsed hereon, in that _____ piece _____ of land situated in the Land
District of Nelson, containing THIRTY-ONE DECIMAL EIGHT PERCHES (31.8p.) _____

more or less being Lot 3 Deposited Plan 3315 being Part Section 47 District
of Suburban South Block IV Waimea Survey District being all the land
comprised and described in Certificate of Title Volume 95 folio 101
Nelson Registry SUBJECT to Minimum Frontage required by the Land Act
1924 - 40 feet and to K2038 _____



IN PURSUANCE of an Agreement bearing date the 7th day of July 1950 AND
IN CONSIDERATION of the sum of TWO THOUSAND TWO HUNDRED AND SEVENTY POUNDS
(£2270) paid to him by ELLEN ROUSSELLE FAULKNER wife of Henry Joseph Faulkner
of Tapawera, Farmer, _____

is hereby acknowledged)

(the receipt of which sum

DOTH HEREBY TRANSFER to the said Ellen Rousselle Faulkner all his estate
and interest in the within described land _____

IN WITNESS WHEREOF these presents have been executed this 27th day
of July one thousand nine hundred and fifty.

SIGNED by the said ATHOL JAMES }
in the presence of:-

X A. James X

C. L. MOWLEM

Witness Ed. A. James J.P. (See letter attached hereto)
Occupation Agent
Address Palmerston North

P.O.Box 128, NELSON.

Messrs. Ralfe, Ralfe & Crutchley,
Solicitors,
P.O.Box 32,
NELSON.

24th August 50.

Sirs,

Satisfied
28-8-50

re Transfer 43861 A. James to E.R. Faulkner and
Mortgage 35622 E.R. Faulkner to E.R. Faulkner

I have to inform you that the witness to the above transfer whose occupation and address is agent, Palmerston North, is not an acceptable witness.

The transfer has also not been signed correct for the purposes of the Land Transfer Act.

Yours faithfully,

[Signature]
Assistant Land Registrar.

50/166

*W. Land & Income Tax Dept.,
Private Bag,
Palmerston North
27th July*

*Messrs Rount, Moulton & Fitchett,
Deat Sid,*

re your letter of the 25th July.

*Please find enclosed the Memorandum
of Transfer duly signed and witnessed by
Mr G. L. Moulton, Justice of the Peace
Palmerston North*

*Yours faithfully
A James*

Receipt [Signature]

See also signature on Mtge 31398

Amalgamated 21-8-50

43861

S.D. 25 6-0

W. 5. 0.

No.

TRANSFER of FREEHOLD

Correct for the purposes of the Land Transfer Act.

Situated in Waimea Survey District

[Signature]

Solicitor of the Transferee

ATHOL JAMES Vendor

ELLEN ROUSSELLE FAULKNER Purchaser

Particulars entered in the Register Book, Vol. 95
Folio 101

the 21st day of Aug, 1950
at 1.43 o'clock.



[Signature]

Land Registrar.

181
21-8-50
1.43

RALFE & RALFE, & CRUTCHLEY,

Barristers and Solicitors,

NELSON



NELSON CATCHMENT BOARD & REGIONAL WATER BOARD



14 SELWYN PLACE
NELSON

10 October 1986

The District Land Registrar
Lands and Deeds
Munro Building
NELSON

FILE REFERENCE

Ours 5/10/3/4/1.....
Yours

Address all correspondence to
GENERAL MANAGER
NELSON CATCHMENT BOARD
P.O. BOX 41, NELSON
NEW ZEALAND
Telephone 88-334

NOTICE OF DESIRE TO ACQUIRE LAND FOR AN ESSENTIAL WORK (SECTION 18 PUBLIC WORKS ACT 1981)

Pursuant to Section 18(1) of the Public Works Act 1981, the Nelson Catchment Board gives notice that it desires to acquire the land described in the schedule hereto for an essential work, namely; drainage purposes.

SCHEDULE

LAND AT: BATEUP ROAD, RICHMOND

BEING PART OF: PART SECTION 22 DISTRICT OF WAIMEA EAST AND BEING PART OF THE LAND MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE, VOLUME 56, FOLIO 80, NELSON LAND REGISTRY.

DATED AT NELSON THIS 10TH DAY OF OCTOBER 1986.

SIGNED BY:

David Horn
.....
GENERAL MANAGER

IN THE PRESENCE OF:

WITNESS:

..... *J E Staveley*

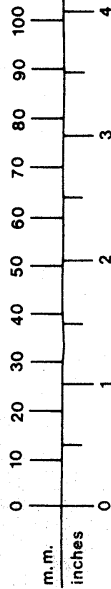
ADDRESS:

..... *2 Allidair Street*

..... *Nelson*

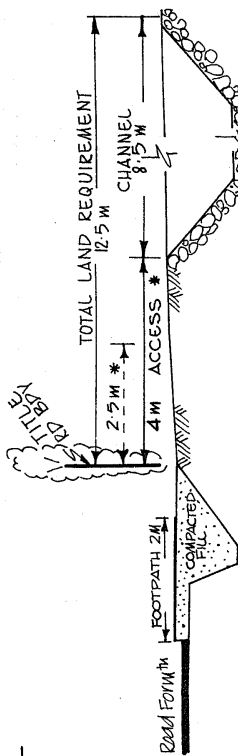
OCCUPATION:

..... *Executive Assistant*



Original size

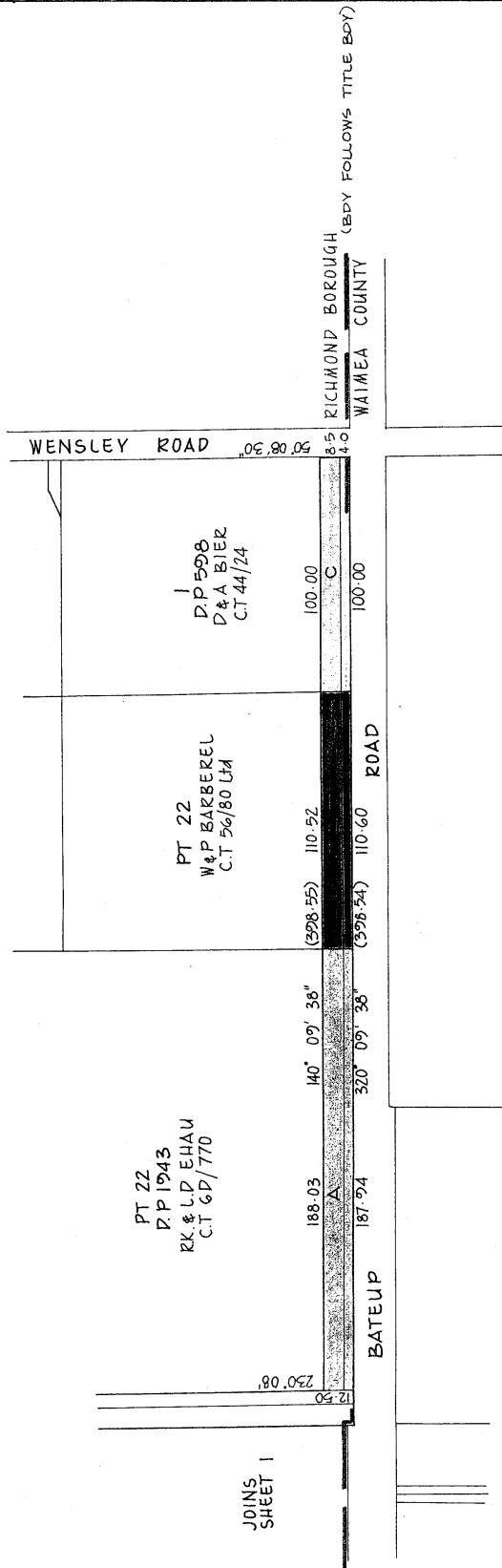
* POSSIBLE FUTURE ROAD WIDENING



TYPICAL X-SECTION

LAND REQUIRED SCHEDULE

NOT USED	ACCESS	CHANN	
PL 22	2250	752	15976 m ²
SP 1943	1562	442	3430 m ²
LOT 1	1250	400	850 m ²



NB: ALL AREAS SUBJECT TO SURVEY

Scales : 1:2000

Datum :

amendments		by	app	date	date
					8/86
drawn	M.A.H				
traced					
designed					
checked					
approved					

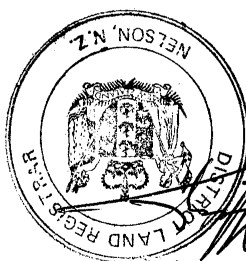
LAND REQUIRED FOR DRAINAGE
WORK - BATEUP - WENSLEY ROAD

plan no
4098

sheet 2 of 2
ISSUE

Nelson Catchment and Regional Water Board

RECALL FILE LABEL
F5000002559302



9.00 11.DEC86 265296 -
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON
ASST. LAND REGISTRAR

AD **PARTIAL WITHDRAWAL OF NOTICE
UNDER SECTION 23 PUBLIC WORKS ACT 1981**

TO The District Land Registrar
NELSON

IT IS HEREBY CERTIFIED that the Notice hereinafter referred to is withdrawn as all the requirements of the agreement made between:

- AD* **TASMAN DISTRICT COUNCIL AS TO THE LAND IN CT. 13B/161 AND**
AD (1) RAYMOND KEVIN EHAU and LYNNE DIANNE EHAU and **AS TO**
CT'S 13B/128 - 160 AND 162
(2) THE NELSON CATCHMENT BOARD AND REGIONAL WATER BOARD which
has been absorbed in part by the TASMAN DISTRICT COUNCIL by virtue of an
order in Council giving effect to a re-organisation scheme

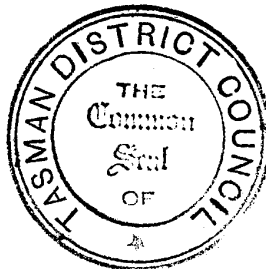
have been performed

DESCRIPTION OF NOTICE

Registered No 272869.1
Situation of Land Wensley Road and Batuep Road, Richmond
Certificates of Title 13B/128 TO 13B/162 inclusive Nelson Registry

DATED this *17th* day of January 2000

THE COMMON SEAL of the)
TASMAN DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)



.....
Mayor

.....
Chief Executive

Correct for the purposes
of the Land Transfer Act

[Signature]

Solicitor for the parties

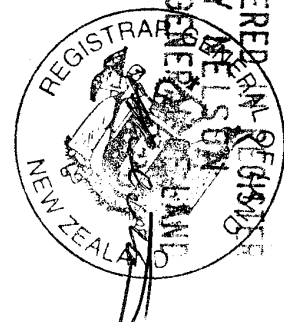
IN THE MATTER of the Public Works Act 1981

AND

IN THE MATTER of Certificates of Title 13B/127 to
13B/162 Nelson Land Registry

Actual **WITHDRAWAL OF NOTICE UNDER
SECTION 23 PUBLIC WORKS ACT 1981**

Carter : Abbott
Solicitors
2 McGlashen Avenue
**RICHMOND
NELSON**



1.55 18.JAN00 394256.2
**PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
FOR REGISTRAR - GENERAL OF LAND**

Partial
WITHDRAWAL OF NOTICE
UNDER SECTION 23 OF PUBLIC WORKS ACT 1981

TO: The District Land Registrar
Nelson Land Registration District

Notice
IT IS HEREBY CERTIFIED that the ~~Compensation Certificate~~ hereinafter referred to is withdrawn as all the requirements of the agreement made between

- (1) **DIRK BIER** and **ALISON MARY BIER** of Richmond, Commercial Growers and
- (2) **THE NELSON CATCHMENT BOARD AND REGIONAL WATER BOARD** which has been absorbed in part by the **TASMAN DISTRICT COUNCIL** by virtue of an order in Council giving effect to a re-organisation scheme

have been performed.

DESCRIPTION OF NOTICE

Registered No: 272869.1
Situation of Land: Corner of Wensley and Bateup Road, Richmond
Certificate of Title: 44/24 (Nelson Registry)

DATED this *14th* day of *August* 1996

THE COMMON SEAL of the)
TASMAN DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)



[Signature]

Mayor

[Signature]

Chief Executive

Correct for the purposes of the
Land Transfer Act

[Signature]

Solicitor for the Parties

ADSDOC\BIER.NOT

11.15 06.SEP96 361447.4

PARTICULARS OF THE REGISTER
LAND R
ASSOCIATION



**NELSON CATCHMENT BOARD
& REGIONAL WATER BOARD**



14 SELWYN PLACE
NELSON

FILE REFERENCE	
Ours	5/10/3/4/1
Yours	

Address all correspondence to	
GENERAL MANAGER	
NELSON CATCHMENT BOARD	
P.O. BOX 41, NELSON	
NEW ZEALAND	
Telephone 88-334	

5 October 1987

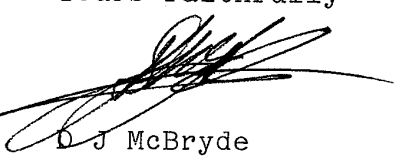
District Land Registrar
Private Bag
NELSON

Dear Sir

REGISTRATION OF NOTICE ISSUED UNDER S23 PUBLIC WORKS ACT

I attach a notice the Nelson Catchment Board has issued, over land at Richmond in the Nelson Land District. I would be grateful if this could be registered.

Yours faithfully


D. J. McBryde

NOTICE OF INTENTION TO TAKE LAND
FOR DRAINAGE WORKS IN RICHMOND BOROUGH

Take notice that the Nelson Catchment Board proposes to take under the Public Works Act 1981 the lands described in the Schedule to this notice.

The land is required for drainage works and it is intended to use the land for the construction and excavation of an open channel for conveying stormwater as part of the Board's Eastern Hills Flood Protection Scheme and making provision for access thereto.

The Board considers the taking of land reasonably necessary for the following reasons:

- a) the taking is necessary for achieving the objectives of the Board, namely completion of the Eastern Hills Flood Protection Scheme. The objective of the scheme is to intercept extensive flooding in and about the Richmond Borough from streams discharging water from the hill catchments to the east of Richmond onto the Waimea Plains.
- b) the route chosen is considered to be the most suitable and will cause the least disruption to the fewest properties.
- c) the Board does not consider that there is any reasonable alternative method of achieving the objectives of the scheme.

Every person having any estate or interest in the land intended to be taken may object to the taking of the land by sending a written objection to the Registrar, Planning Tribunal, Tribunals Division, Justice Department, Private Bag, Postal Centre, Wellington, within 20 working days after the 9th October 1987.

SCHEDULE

Nelson Land District

1. All that piece of land containing 3841m² at 108 Wensley Road, Richmond on the north side of Bateup Road.
Legal description: 3841m² being part of the land on Deposited Plan 1943 as shown marked H and shaded red on Nelson Catchment Board Plan 4172, lodged in the office of the Chief Surveyor at Nelson being part of the land in Certificate of Title 6D/770 133/128-162
103/830
2. All that piece of land containing 1074 square metres of land at 126 Wensley Road, Richmond on the north side of Bateup Road. Legal description: 1074 square metres being part of Lot 1 Deposited Plan 598 as shown marked F and shaded yellow Nelson Catchment Board Plan 4172, lodged in the office of the Chief Surveyor at Nelson being part of the land in Certificate of Title 44/24.
3. All that piece of land containing 1187 square metres of land at Bateup Road, Richmond on the north side of Bateup

Road. Legal description: 1187 square metres being part Section 22 District of Waimea West as shown marked G and shaded green Nelson Catchment Board Plan 4172, lodged in the office of the Chief Surveyor at Nelson being part of the land in Certificate of Title 56/80.

A copy of the plan may also be seen at the offices of The Nelson Catchment Board, Selwyn Place, Nelson and the Richmond Borough Council, Richmond.

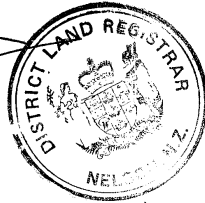
DATED at Nelson this 5th day of October 1987

A.D. Horn, General Manager

(To whom enquiries in respect
of this notice should be made)

10.30 272869.1

REGISTER
APPL. LAND REGISTRAR



Discharged as to the land in
CT 44/24 - 6.9.1996 at 11.15.00

A handwritten signature, possibly 'A. H. H.', written in dark ink.

Council approval of Plan 19848 whereby Lot 21
thereon vests as recreation reserve and Lot 86
thereon vests as road on deposit of the said
plan on 16.12.1999.

for RGL

Withdrawn as to CsT 13B/128-162 - 18.1.2000
at 11.55.

for RGL

RECALL FILE LABEL



F5000002559303