

RPNZ document ordering service

Document, Interest, Instrument: 5741505.1

Property: 165 Totara View Road, Wakefield, Tasman District

Legal Description: Lot 12 Deposited Plan 322876

CoreLogic Reference: 3255294/5

Processed: 31 July 2025

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Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

RARCODE

EI 5741505.1 Easement I

Cpy - 01/02, Pgs - 003, 24/09/03, 14:49



DocID: 210939642

Grantor

Surname must be underlined

Phillip Craig Martin, Richard Douglas Martin and Dennis Edward Creed

Grantee

Surname must be underlined

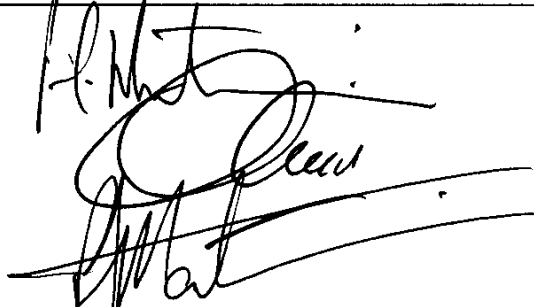
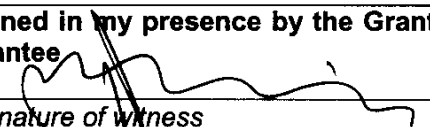
Phillip Craig Martin, Richard Douglas Martin and Dennis Edward Creed

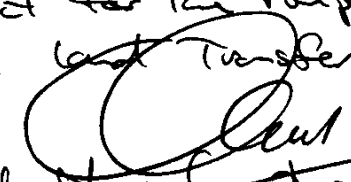
Creation of Land Covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** and **creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 23rd day of September 2003

Attestation

	Signed in my presence by the Grantor and Grantee	
		
Signature of Grantor	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	Alain Swain
	Occupation	Legal Executive
	Address	Pitt & Moore Richmond

Correct for the purposes of
the Land Transfer Act

So located for the parties.

Annexure Schedule I

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT) 91635, 91641, 91642	Dominant tenement (Identifier/CT)
Land Covenant	As set out Schedule II	91634 ^{and} to 91644	91634 to 91644

Covenant provisions

The provisions applying to the specified covenants are those set out in the provisions set out in Annexure Schedule 2 and as modification of and in addition to those set out in Land Covenant 5718525.11.

All signing parties and either their witnesses or solicitors must sign or initial in this panel

Annexure Schedule II

Easement Instrument

Dated

23 / 9 / 2003

Continue in additional Annexure Schedule, if required

In addition to the Covenants in the Transferee Covenants with the Transferor as follows:

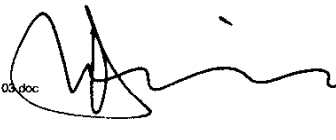
1. The Transferee shall within 12 months of the commencement of erecting a dwelling plant no less than 12 trees or shrubs of no less than two metres in height at the date of planting in such a position in the vicinity of the dwelling and outbuildings so as to assist to "screen" those buildings from buildings erected on other allotments described in Schedule A.
2. The Transferee shall keep that land described in Schedule A in a neat and tidy state and shall not permit excessive growth of grass or other weeds, noxious plants or vegetation of any kind.
3. For the purpose of the above covenant in this document and Covenant 5718525.11 "dwelling" shall have the meaning set out in the prevailing district plan at the date of application for a building consent for a dwelling by the Transferee.
4. The Transferor shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the registered proprietors for the time being of the servient lots shall indemnify and keep indemnified the Transferor and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant and/or Covenant 5718525.11 in respect of the servient lots which have been transferred by the Transferor to another registered proprietor.
5. In the event of there being any dispute as to the scope interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the Transferor or Transferee can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

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 panel.



To The District Land Registrar,
Nelson

Please register the within Covenant
against the Servient and
Dominant Tenements.

 Solicitors
for the Parties.