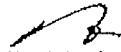




**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 371509
Land Registration District South Auckland
Date Issued 15 February 2008

Prior References
SA15C/1235

Estate Fee Simple
Area 5.9874 hectares more or less
Legal Description Lot 7 Deposited Plan 392696
Registered Owners
Caland Holdings Limited

Interests

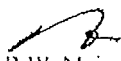
7715575.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.2.2008 at 9:00 am
Land Covenant in Easement Instrument 7715575.4 - 15.2.2008 at 9:00 am
Land Covenant in Easement Instrument 7828231.1 - 27.5.2008 at 9:00 am
8927178.3 Mortgage to Rabobank New Zealand Limited - 30.11.2011 at 3:54 pm



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

Search Copy




R. W. Muir
Registrar-General
of Land

Identifier 371510
Land Registration District South Auckland
Date Issued 15 February 2008

Prior References
SA15C/1235 SA15C/1236 SA1C/915

Estate Fee Simple
Area 49.7915 hectares more or less
Legal Description Lot 8 Deposited Plan 392696
Registered Owners
Caland Holdings Limited

Interests

7715575.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.2.2008 at 9:00 am
Land Covenant in Easement Instrument 7715575.4 - 15.2.2008 at 9:00 am
8229995.2 Mortgage to Rabobank New Zealand Limited - 31.7.2009 at 2:33 pm
12313701.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.12.2021 at 9:47 am
12313701.6 COVENANT UNDER SECTION 240 RESOURCE MANAGEMENT ACT 1991 (ALSO AFFECTS 979716)
- 14.12.2021 at 9:47 am
Subject to Section 242(1) and (2) Resource Management Act 1991



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

Search Copy




R. W. Muir
Registrar-General
of Land

Identifier **979716**
Land Registration District **South Auckland**
Date Issued 14 December 2021

Prior References
666738

Estate Fee Simple
Area 27.4817 hectares more or less
Legal Description Lot 2 Deposited Plan 558193
Registered Owners
Caland Holdings Limited

Interests

Subject to Section 206 Land Act 1924 (affects part formerly Section 1 SO 32682)
11398464.1 Encumbrance to Bay of Plenty Regional Council - 28.3.2019 at 7:00 am
11617643.3 Mortgage to Rabobank New Zealand Limited - 29.11.2019 at 2:37 pm
11737245.1 Variation of Mortgage 11617643.3 - 29.4.2020 at 3:00 pm
12313701.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.12.2021 at 9:47 am
12313701.6 COVENANT UNDER SECTION 240 RESOURCE MANAGEMENT ACT 1991 (ALSO AFFECTS 371510)
- 14.12.2021 at 9:47 am
Land Covenant in Covenant Instrument 12313701.8 - 14.12.2021 at 9:47 am

CONSENT NOTICE PURSUANT TO SECTION 221
OF THE RESOURCE MANAGEMENT ACT 1991

CONO 7715575.1 Consent

Cpy - 01/04, Pgs - 006, 16/02/08, 08:41



DocID: 811870506

IN THE MATTER of Lots 1 - 8 DP 392696

AND

IN THE MATTER of Subdivision Consent 6306045 pursuant to Sections 34(4), 104, 105, 108, 220 and 221 of the Resource Management Act 1991.

Subdivider: T R McFetridge & Others

Locality: 116 Jackson Road & State Highway No 36

- (i) The owners and subsequent owners of Lot 7 DP 392696 are advised that only one household unit is permitted and no additional or subsidiary dwelling may be relocated or constructed on Lot 7 DP 392696.
- (ii) The owners and subsequent owners of Lot 2 DP 392696 are advised that in the event of any further subdivision of Lot 2 DP 392696, all vehicle access is to be from Jackson Road. No access to State Highway 36 shall be permitted.
- (iii) The owners and subsequent owners of Lot 8 DP 392696 are advised that in the event of any further subdivision of Lot 8 DP 392696, all vehicle access is to be from Jackson Road. No access to State Highway 36 shall be permitted.
- (iv) The owners and subsequent owners of Lot 2 DP 392696 are advised that any further subdivision resulting in additional Certificates of Titles or any more than one household unit per lot will require road upgrading of the road shown as Lot 10 DP 392696 to Rotorua Civil Engineering Industry Standards.
- (v) The owners and subsequent owners of Lot 8 DP 392696 are advised that any further subdivision resulting in additional Certificates of Titles or any more than one household unit per lot will require road upgrading of the road shown as Lot 10 DP 392696 to Rotorua Civil Engineering Industry Standards.
- (vi) The owners and subsequent owners of Lots 2, 4, 5 & 8 DP 392696 inclusive are advised that the maintenance of the unsealed portion of Lot 10 DP 392696 shall be the responsibility of Lots 2, 4, 5 & 8 DP 392696 and any costs shall be shared between the owners of Lots 2, 4, 5 & 8 DP 392696. The Rotorua District Council will not be responsible for road maintenance until this portion has been upgraded to Council standards.

① CONO
GO
SA1086/216
SA1133/306
SA1140/498
SA156/1236
SA156/1235
SA16/915
SA196/1215

- (vii) All owners and subsequent owners of Lot 1 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 1 DP 392696	6.300m ³ /day

All owners and subsequent owners of Lot 1 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (viii) All owners and subsequent owners of Lot 2 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 2 DP 392696	12.500m ³ /day

All owners and subsequent owners of Lot 2 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (ix) All owners and subsequent owners of Lot 3 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 3 DP 392696	1.500m ³ /day

All owners and subsequent owners of Lot 3 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (x) All owners and subsequent owners of Lot 4 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 4 DP 392696	1.500m ³ /day

All owners and subsequent owners of Lot 4 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (xi) All owners and subsequent owners of Lot 5 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 5 DP 392696	1.500m ³ /day

All owners and subsequent owners of Lot 5 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (xii) All owners and subsequent owners of Lot 6 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 6 DP 392696	2.200m ³ /day

All owners and subsequent owners of Lot 6 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (xiii) All owners and subsequent owners of Lot 7 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 7 DP 392696	2.600m ³ /day

All owners and subsequent owners of Lot 7 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (xiv) All owners and subsequent owners of Lot 8 DP 392696 be advised that the maximum daily water allocation at a steady flow basis is as listed:

LOT NUMBER	DAILY ENTITLEMENT
Lot 8 DP 392696	22.100m ³ /day

All owners and subsequent owners of Lot 8 DP 392696 are further advised that a minimum of 12 hours on-site storage of water is required and may require a pressure pump from the storage to the tank to provide adequate water pressure and flow demand.

- (xv) The owners and subsequent owners of Lot 7 DP 392696 are advised that Lot 13 DP 392696 is used for farming purposes which includes but is not limited to the continued use of the property for boarding kennels for dogs and cats. Therefore the owners and subsequent owners of Lot 7 DP 392696 shall not object to the continued legitimate use of Lot 13 DP 392696 for farming purposes.
- (xvi) The owners and subsequent owners of Lot 2 DP 392696 are advised that in accordance with Rule 16.4.3.1(b) of the District Plan, that no further lifestyle lots may be created from Lot 2 DP 392696.
- (xvii) The owners and subsequent owners of Lot 8 DP 392696 are advised that in accordance with Rule 16.4.3.1(b) of the District Plan, that no further lifestyle lots may be created from Lot 8 DP 392696.
- (xviii) The owners and subsequent owners of Lot 4 DP 392696 are advised that the Rotorua District Council intends to close the road shown as Section 1 SO 388520 and that the land therein is to be transferred to the owner of Lot 4 DP 392696 and amalgamated in title therewith. All costs associated with the road closure and transfer of Section 1 SO 388520 are to be borne by the owner of Lot 4 DP 392696.

Dated at Rotorua this 26th day of October 2007



Chief Executive Officer

Landonline UserID:

landinfonetha

LODGING FIRM:

Land Info Net Ltd - Hamilton

Address:

PO Box 9213 or DX GX10061

Hamilton

0508 534 251

Lifting Box Number:

37

ASSOCIATED FIRM:

Client Code / Ref:

AG3352 HAM-16504/02 MCFETRIDGE FAMILY TRUST

Other (State)

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode Date Stamp,

(LINZ Use only)

CONO 7715575.1 Consen

Copy - 02/04, Page - 005, 16/02/08, 08:41

Copies

(inc. original)

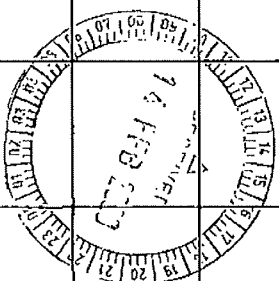
DocID: 511820806

Plan Number Pre-Allocated

or to be Deposited: DP 392696

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTIPLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES & GST INCLUSIVE
1	SA1086/216 SA13B/306 SA44D/498 SA15C/1236 SA15C/1235 SA1C/915 SA19C/1215	CONO	ROTORUA DC	\$60.00							\$60.00
2	SA1086/216 SA13B/306 SA44D/498 SA15C/1236 SA15C/1235 SA1C/915 SA19C/1215	OCT	MCFETRIDGE & SMITH	\$585.00							\$585.00
3	371505	EI	MCFETRIDGE & SMITH TO UNISON NETWORKS LTD	\$60.00							\$60.00
4	371503-371510	EI	MCFETRIDGE & SMITH	\$60.00							\$60.00



Fees Receipt and Tax Invoice

Land Information New Zealand lodgement Form
GST Registered Number 17-022-695
LINZ Form P005

Annotations (LINZ Use Only)

Original Signatures ?

r/s 0, pr 9
db/cb

Subtotal (for this page)	\$0.00
Total for this dealing	\$765.00
Less Fees Paid on Dealing #	\$0.00
Please debit my landonline account for	\$765.00

Approved by Registrar-General of Land under No. 2002/6055

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

EI 7715575.4 Easement I

Land registration district

SOUTH AUCKLAND



Cpy - 01/01, Pgs - 008, 15/02/08, 08:40



DocID: 511820499

Grantor

Surname(s) must be underlined or in CAPITALS.

Terrence Rayburn McFETRIDGE, John Grant McFETRIDGE and Bruce Murray SMITH

Grantee

Surname(s) must be underlined or in CAPITALS.

Terrence Rayburn McFETRIDGE, John Grant McFETRIDGE and Bruce Murray SMITH

Grant* of easement or profit à prendre or creation or 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).

Dated this 31st day of December 2007

Attestation

	Signed in my presence by the Grantor /Grantee Terrence Rayburn McFETRIDGE
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation WILLIAM HUGH JONES SOLICITOR WHAKATANE Address (continued on page 3 annexure schedule)
Signature [common seal] of Grantor / Grantee	
	Signed in my presence by the Grantee /Grantor John Grant McFETRIDGE
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name JEFFREY DAVID REED J D Reed Occupation Solicitor Christchurch Address (continued on pages 3 annexure schedule)
Signature [common seal] of Grantee / Grantor	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

371503
371510

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated 3rd December 2007

Page 1 of 3 pages

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)	Dominant tenement (Identifier/CT or in gross)
Land covenant	Z on DP392696	Lot 8 DP392696 (371510)	Lot 1 DP392696 (371503) Lot 2 DP392696 (371504) Lot 3 DP392696 (371505) Lot 4 DP392696 (371506) Lot 5 DP392696 (371507) Lot 6 DP392696 (371508)
(continued on page 2 annexure schedule)			

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~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 2.~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
 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 2.~~ As set out in Schedule B

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

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 3rd DECEMBER 2007

Page 2 of 3 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A:

	DP392696		
Land covenant	Lot 7 on DP392696	Lot 7 DP392696 (371509)	Lot 1 DP392696 (371503) Lot 2 DP392696 (371504) Lot 3 DP392696 (371505) Lot 4 DP392696 (371506) Lot 5 DP392696 (371507) Lot 6 DP392696 (371508) Lot 8 DP392696 (371510)

Schedule B

1. In respect of Lot 7 on DP392696 the land covenant hereby created shall be:

Not to plant nor permit to be planted any tree(s) which exceed(s) a height of more than three (3) metres above ground level at the point of planting and not to plant nor permit to be planted any clusters of trees, shelter belts and/or commercial plantations on the land covenant area.

2. In respect of the area marked Z on DP392696 the land covenant hereby erected shall be:

- (a) *Subject to (b) not to plant nor permit to be planted any tree(s) which exceed(s) a height of more than three (3) metres above ground level at the point of planting and not to plant nor permit to be planted any clusters of trees, shelter belts and/or commercial plantations on the land covenant area.*

- (b) *Notwithstanding the height restriction in (a) the grantor shall be entitled to plant or permit to be planted individual specimen trees having a height not exceeding seven (7) metres above ground level at the point of planting on any residential curtilage area of up to 2,500 square metres within area Z.*

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.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

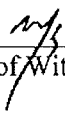
Dated 3rd December 2007

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed by the Grantor/Grantee)
Bruce Murray SMITH)
in the presence of:)


Signature of Witness

Witness to complete in BLOCK letters (*unless legibly printed*)

Witness Name:

Occupation: WILLIAM HUGH JONES
SOLICITOR
WHAKATANE

Address:

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.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement Instrument

Page **1** of **1** pages

Consentor

Sumame must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ National Bank Limited

Mortgagee under Mortgage B646240.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Easement Instrument creating land covenants over Lots 7 and 8 DP392696

Dated this 20th day of December 2007

Attestation

**ANZ National Bank Limited
by its Attorney**

KAPUA KATRINA GARDINER

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**ASH MAHARAJ
BANK OFFICER
AUCKLAND**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

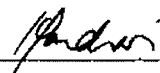
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
20th day of December 2007)


KAPUA KATRINA GARDINER

Approved by Registrar-General of Land under No. 2007/6225
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 7828231.1 Easement

Land registration district

SOUTH AUCKLAND



Cpy - 01/04, Pgs - 008, 26/06/08, 11:57



DocID: 511860730

Grantor

Surname(s) must be underlined or in CAPITALS.

Terrence Rayburn McFETRIDGE, John Grant McFETRIDGE and Bruce Murray SMITH

Grantee

Surname(s) must be underlined or in CAPITALS.

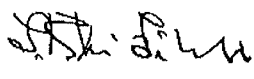
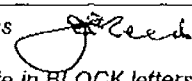
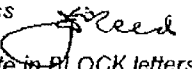
Paul Thomas RAETHEL, Valerie Rhoda RAETHEL and David Brian RUSSELL

Grant* of easement or *profit à prendre* or creation or 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).

Dated this 13th day of May 2008

Attestation

	Signed in my presence by the Grantor Terrence Rayburn McFetridge
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name J D Reed Occupation Solicitor Christchurch Address
Signature [common seal] of Grantor	
	Signed in my presence by the Grantee- Grantor John Grant McFetridge
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name J D Reed Occupation Solicitor Christchurch Address (continued on pages 2, 3 and 4 annexure schedule)
Signature [common seal] of Grantee- Grantor	

Certified correct for the purposes of the Land Transfer Act 1952.


(Solicitor for the Grantee)

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1

Easement instrument

Dated

13-06-08

Page

1

of

4

pages

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)	Dominant tenement (Identifier/CT or in gross)
Land covenant	A on DP403211	Lot 7 DP392696 (371509)	Lot 1 DPS89704 (SA71A/40)

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.~~

The implied rights and powers are ~~{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 2}.~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

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 2}.~~ As set out in Schedule B

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

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 13-05-08

Page 2 of 4 pages

(Continue in additional Annexure Schedule, if required.)

Schedule B

In respect of the area marked A on DP403211 ("the land covenant area") the land covenant hereby created shall be:

Not to erect or place nor allow to be erected or placed any building or other structure on the land covenant area.

Continuation of Attestation:

Signed by the Grantor)
Bruce Murray SMITH)
in the presence of:)

Signature of Witness

Witness to complete in BLOCK letters (*unless legibly printed*)

Witness Name:

LORRAINE MAPU

Occupation:

Regional Manager BOP
Superior & Commercial Banking

Address:

P.O. Box 146, TAURANGA
Ph: 07 577 3512

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.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 13-05-08

Page 3 of 4 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed by the Grantee)
Paul Thomas RAETHEL)
in the presence of:)

Signature of Witness

Witness to complete in BLOCK letters (*unless legibly printed*)

Witness Name:

Occupation: P. A. LEWIS
SOLICITOR
ROTORUA

Address:

Signed by the Grantee)
Valerie Rhoda RAETHEL)
in the presence of:)

Signature of Witness

Witness to complete in BLOCK letters (*unless legibly printed*)

Witness Name: Graham John Phelan

Occupation: Student

Address: 9/505 Church street.
Hokowhitu
Palmerston North.

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.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

13-05-08

Page

4

of

4

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed by the Grantee)
David Brian RUSSELL)
in the presence of:)

[Signature]

[Signature]
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name:

[Signature]

Occupation:

Hester Russell
Receptionist
Rotorua

Address:

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.

[Signatures]

Landonline UserID:

landonline@net

LOGGING FIRM:

Land Info Net Ltd - Hamilton

Address:

PO Box 9213 or DX GX10061

HAMILTON

0508 534 251

Uplifting Box Number:

37

ASSOCIATED FIRM:

Client Code / Ref:

A69833 HAM-16501/07 MCFETRIDGE FAMILY TRUST

Other (State)

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode Date Stamp
(LINZ Use only)

EI 7826231.1 Easement

Cpy - 03/04, Pgs - 006, 26/05/08, 11:57

Copies
(inc. original)
DocID: 511560730

Plan Number Pre-Allocated

or to be Deposited:

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENTOR SURVEY FEES	MULTIPLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES & GST INCLUSIVE
1	371409 71A/40	EI	MCFETRIDGE, SMITH - RAETHAL, RAETHAL & RUSSELL	\$60.00	\$0.00						\$60.00

Fees Receipt and Tax Invoice

Land Information New Zealand lodgement Form

GST Registered Number 17-022-995

LINZ Form P005

Annotations (LINZ Use Only)

Original Signatures ?

res 0, pr 2
dfing

Subtotal (for this page)	\$0.00
Total for this dealing	\$60.00
Less Fees Paid on Dealing #	\$0.00
Please debit my landonline account for	\$60.00



DocID: 619916880

ENCUMBRANCE INSTRUMENT

Encumbrancer: Christopher James Read Meban and Allan Colquhoun de Lautour

Encumbrancee: BAY OF PLENTY REGIONAL COUNCIL

Description of land and estate to be encumbered:

Estate in fee simple in all that parcel of land containing 30.7170 hectares more or less being Lot 2 Deposited Plan 479010 being part of the land in Certificate of Title 666738 (South Auckland Registry) ("the Land").

Background

- A. The Encumbrancer is registered as proprietor of the Land.
- B. The Encumbrancer has entered into an agreement with the Encumbrancee to carry out an Environmental Programme ("the Agreement"), on the condition that the Encumbrancer is to grant this Encumbrance Instrument to the Encumbrancee.

Duration

This Encumbrance Instrument is effective upon date of registration and remains valid until discharged by consent of the Encumbrancee.

Encumbrance

The Encumbrancer encumbers the Land for the benefit of the Encumbrancee with an annual rentcharge of \$50.00 including GST, if any, ("the Rentcharge") to be paid on the 1st day of December in each year if demanded by that date whilst this Encumbrance Instrument is in force (the first payment, if so demanded, being due on the 1st day of December 2018) subject to the following covenants and conditions:

1. The Encumbrancer for themselves and their successors in title covenants with the Encumbrancee that:
 - (a) The Encumbrancer will at all times observe and perform all of the terms and conditions of the Agreement on the part of the Encumbrancer (as landowner) to be observed and performed.
 - (b) If during the twelve months immediately preceding the first day of December in each year there has been no breach of the terms and conditions of the Agreement the Rentcharge due on that day shall be deemed to have been paid and the Encumbrancer shall be entitled to an acknowledgement to that effect.
2. The covenants set out in clause 1(a) shall be enforceable only against the owners and occupiers for the time being of the Land (and not otherwise against the Encumbrancer and the Encumbrancer's successors in title).
3. Sections 203, 204 and 205 of the Property Law Act 2007 apply to this Encumbrance Instrument but that otherwise and without prejudice to the

Encumbrancee's rights of action at common law as a rentchargee or encumbrancee:

- a) The Encumbrancee shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and
 - b) No covenants on the part of the Encumbrancer and their successors in title are implied into this Instrument other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
4. This rent charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Encumbrance Instrument if the covenants expressed in this Instrument become obsolete or no longer enforceable.

DATED this the 21st day of May 2018

EXECUTED by
Christopher James Read Meban)
as Encumbrancer in the presence of:)



Witness:



Full Name of Witness:

Occupation: Phillip Harry Colin Kai Fong
Solicitor
Reignua

Address:

DATED this the 21st day of May 2018

EXECUTED by
Allan Colquhoun de Lautour
as Encumbrancer in the presence of:)



Witness:



Full Name of Witness: Joanne McLean

Occupation: Accounting Clerk

K. W. CLAPHAM
SOLICITOR
GISBORNE

Address: Gisborne.

ENCUMBRANCE INSTRUMENT

LAND TRANSFER ACT 1952

Correct for the purposes of the
Land Transfer Act 1952

Bay of Plenty Regional Council


.....
General Manager, Catchment Management (Temporary) (Authorised Officer)

Particulars entered in the Register at the date
and at the time recorded below

.....
**Assistant Land Registrar of the District of
South Auckland**

MANUAL DEALING LODGEMENT FORM

Landonline Firm Code: davidbcha

LOGGING FIRM: David Barker Conveyancing

Private Individual: PO Box 21150

Address: Hamilton

ENC 11398464.1 Encumt
Cpy - 02/03, Pgs - 005, 27/03/19, 16:22
Copies
(Inc. original)
DealID: 513876880

Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

Tax Statement included ☐

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	566738	ENC	Meban & de Lautour - BOP Regional Council	\$176.00				176.00
2								
3								
4								
Land Information New Zealand / Manual Dealing Lodgement Form Fees Receipt and Tax Invoice GST Registered Number 17-022-895 LINZ Form P005 September 2015								Subtotal \$176.00 Total for this dealing \$176.00
Annotations (LINZ use only) RECEIVED 27 MAR 2019 Original Signatures?								Less fees paid on Dealing # Debit my Landonline account for (Only available for Landonline customers) or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre) or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre) 176 \$176.00

View Instrument Details



Instrument No	12313701.5
Status	Registered
Date & Time Lodged	14 December 2021 09:47
Lodged By	Wickett, Tracy Ruth
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
371510	South Auckland
979716	South Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Gregory Craig Burt as Territorial Authority Representative on 02/11/2021 08:14 AM

*** End of Report ***

**CONSENT NOTICE PURSUANT TO SECTION 221
OF THE RESOURCE MANAGEMENT ACT 1991**

File Ref: 6320087

IN THE MATTER of Lots 1-2 DP 558193

AND

IN THE MATTER of Subdivision Consent
RC17228 pursuant to Sections 34A, 104,
104A, 108, 133A, 220 and 221 of the
Resource Management Act 1991.

Subdivider: Caland Holdings Ltd

Locality: 53a Tauranga Direct Road, Hamurana, Rotorua

On 8 December 2020 (and re-issued under Section 133A on 29 January 2021), under delegated authority, the Rotorua District Council granted consent to a subdivision of Lot 2 DP 479010 subject to a number of conditions one of which requires the ongoing compliance of owners and subsequent owners.

Owners and subsequent owners of Lot 2 DP 558193 are advised that:

- a) Lot 2 DP 558193 has no legal access nor provision of individual network utilities connections. An amalgamation covenant holds Lot 2 DP 558193 with Lot 8 DP 392696 until such time as Lot 2 DP 558193 is provided with suitable legal access from a public road and adequate provision of network utilities connections to the satisfaction of the General Manager Infrastructure, Rotorua District Council or their delegate.
- b) In accordance with Rule 13.10.3.2(d) of the Operative District Plan no further lifestyle lot may be created from Lot 2 DP 558193.
- c) There shall be no interconnection of the Kaharoa Water Supply with any private water supply lines on Lot 2 DP 558193 without a registered air gap prior to the point of interconnection

Owners and subsequent owners of Lot 2 DP 558193 and Lot 8 DP 392696 (amalgamated) are advised that:

- i. The maximum daily water allocations from the Kaharoa Water Scheme at a steady flow basis are listed below:

Lot number	Daily allocation (m ³ per day)	Flow restrictor (litres per minute)
LOT 2 DP 558193 and Lot 8 DP 392696 (Amalgamated).	24.1	16.75

- ii. All owners and subsequent owners are further advised that the Kaharoa Water Scheme requires that a minimum of 12 hours on-site storage of water be provided (for each individual water connection) and that a pressure pump from the storage tank may be required in order to provide adequate pressure and flow on demand.

- iii. That upon construction of a new dwelling, sufficient water volume, pressure and flows must be provided for firefighting purposes in accordance with the New Zealand Fire Service Fire Fighting Water Supplies Code of Practice.

Dated at Rotorua this 3rd day of March 2021.

Geoff Williams
Authorised Officer

View Instrument Details



Instrument No 12313701.6
Status Registered
Date & Time Lodged 14 December 2021 09:47
Lodged By Wickett, Tracy Ruth
Instrument Type Covenant Against Transfer of Allotments under s240 Resource Management Act 1991



Affected Records of Title	Land District
371510	South Auckland
979716	South Auckland

Annexure Schedule Contains 5 Pages.

Territorial Authority Certifications

I certify that I have the authority to act for the Territorial Authority 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 Kirstin Nyrrisa Williamson as Territorial Authority Representative on 22/12/2021 01:22 PM

Registered Owner Certifications

I certify that I have the authority to act for the Registered Owner 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 Kirstin Nyrrisa Williamson as Registered Owner Representative on 22/12/2021 01:21 PM

*** End of Report ***

Covenant Instrument against transfer of allotments

(Section 240 Resource Management Act 1991)

Land registration district

South Auckland

BARCODE

Covenantor

Surname must be underlined.

Caland Holdings Limited

Covenantee

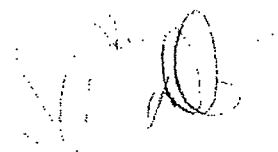
Surname must be underlined.

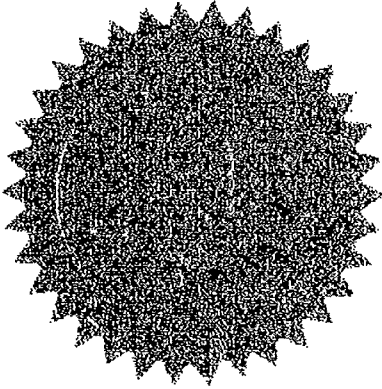
Rotorua District Council

Grant of covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 20



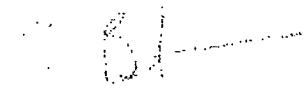
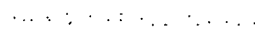
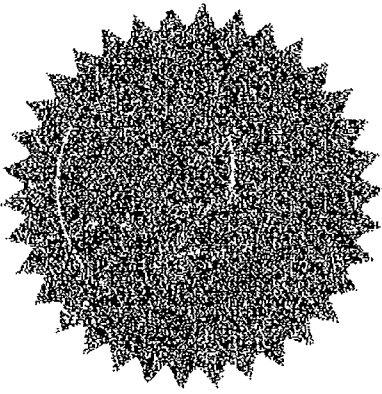
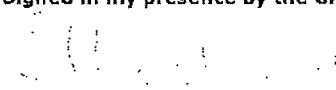
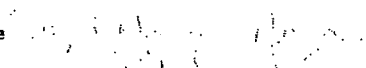
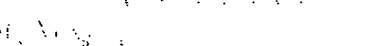
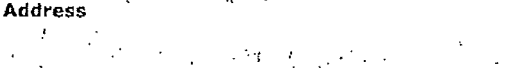
<i>Priscilla</i>	Signed In my presence by the Grantor PRISCILLA MARY MILES Signature of witness <i>[Signature]</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Ian Harvey Occupation Solicitor Address Rotorua
Signature [common seal] of Covenantor <i>Priscilla Mary Miles</i>	
	Signed in my presence by the Grantee Signature of witness <i>[Signature]</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name DAVID WERNER ZWADEN Occupation Deputy Mayor Address 4- ROTOCUIT LAKES COUNCIL
Signature [common seal] of Covenantee	

I certify that I am aware of the circumstances of the dealing set out in this Instrument and do not know of any reason, in fact or in law, why the Instrument should not be registered or noted.¹

[Signature]

Certified by [Practitioner for Covenantee] or [Covenantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

	Signed in my presence by the Grantor <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Greg Burt Occupation Solicitor Address Lance Lawson
Signature [common seal] of Covenantor 	
	Signed in my presence by the Grantee <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name  Occupation  Address 
Signature [common seal] of Covenantee	

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.¹



Certified by [Practitioner for Covenantee] or
[Covenantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Amalgamation covenant	Lot 2 DP.558193	Lot 8 DP.392696 (Record of Title 371510) and Lot 2 on DP.558193 (Record of Title 979716)	In gross

Covenant provisions*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 2].

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

Annexure Schedule

Land Covenant Dated 2021 Page of Pages

Annexure Schedule 2

Covenant Provisions

The Covenantor covenants that Lot 2 DP.558193 and Lot 8 DP 392696 (contained in Record of Title 371510) are held together and Lot 2 DP.558193 shall not, without the consent of the territorial authority, be transferred, leased or otherwise separately disposed of until such time as Lot 2 DP.558193 is provided with suitable legal access from a public road and adequate provision of network utilities connections to the satisfaction of the General Management Infrastructure, Rotorua District Council or their delegate at which time the Covenantee agrees to release the Covenantor from the covenant contained in this Instrument.

JA-000729-7-73-V:



View Instrument Details



Instrument No 12313701.8
Status Registered
Date & Time Lodged 14 December 2021 09:47
Lodged By Wickett, Tracy Ruth
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
979715	South Auckland
979716	South Auckland

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Gregory Craig Burt as Covenantor Representative on 02/11/2021 08:15 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Gregory Craig Burt as Covenantee Representative on 02/11/2021 08:15 AM

*** End of Report ***

COVENANT INSTRUMENT TO NOTE LAND COVENANT

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

CALAND HOLDINGS LIMITED

Covenantee

CALAND HOLDINGS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 558193	Lot 1 Deposited Plan 558193 (RT 979715)	Lot 2 Deposited Plan 558193 (RT 979716)

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

The provisions applying to the specified covenants are those set out in:

{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}

Annexure Schedule 1

Annexure Schedule 1

Covenant Instrument to Note Land Covenant

Page 2 of 3 Pages

1 Covenant

- 1.1 The Covenantor for itself and its successors in title of the Burdened Land covenants and agrees with the Covenantee and its successors in title for the benefit of the Benefited Land that the Covenantor will at all times observe and perform all the covenants contained in this Schedule. Each of the covenants will forever enure for the benefit of and be appurtenant to each of the Lots comprising the Benefited Land and the registered proprietor of the Benefited Land.

2 Planting

- 2.1 The Covenantor covenants that should they wish to plant any tree or shrub on Lot 1 Deposited Plan 558193 (contained in Record of Title 97915) ("Burdened Land") it shall be of New Zealand Native species only and such tree or shrub shall not be allowed to grow above a height of 5 metres above ground level from the date of registration of this Land Covenant.

3 Limited Liability

- 3.1 The Covenantor and its successors in title will only be liable for breaches of the covenants that occur while they are registered as owner of the Burdened Land.

4 Breach of Covenants

- 4.1 The Covenantor agrees that if the Covenantor breaches or fails to observe part of any of these covenants (without prejudice to any other liability which the Covenantor may have to other parties and any person or persons having the benefit of the covenants), the Covenantor (upon written demand being made by the registered owner of the Benefited Land) will immediately remedy the breach or failure to observe part of any of the covenants, including (where applicable) without limitation remove or cause to be removed from the Burdened Land any tree, shrub or vegetation which is in contravention of this Land Covenant.

Dispute resolution

- (a) **Negotiation:** If any dispute arises between the parties concerning the interpretation of this instrument or anything contained in or arising out of the covenants, the parties will try in good faith to settle the matter by direct negotiation.
- (b) **Referral to Arbitrator:** If the parties are unable to resolve the dispute within 20 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to a sole arbitrator.
- (c) **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.
- (d) **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

5 Notices

- 5.1 **Service of Notices:** Any notice of document required or authorised to be given under this instrument may be delivered or sent as follows:

Annexure Schedule 1

Covenant Instrument to Note Land Covenant

Page 2 of 3 Pages

- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (b) by registered post addressed to the last known postal address of the party intended to be served.

5.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

- (a) when delivered by hand to that other party; or
- (b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.

5.3 **Signature of Notices:** Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

5.4 **Addresses for Notices:** For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices of each party is the residential address of each of the respective Benefited Lands.