

## 43 Ngongotaha Road Rotorua - Interests

Title Identifier: 154895

Legal Description: Lot 2 Deposited Plan 337743

Interest	Instrument
6238089.1	<p>Subdivision consent conditions:</p> <ul style="list-style-type: none"> <li>(i) No further lifestyle lots may be excised from lot 2 DP 337743 (in accordance with rule 16.4.3.1 (b))</li> <li>(ii) Future public water supply is limited to 1.13m<sup>3</sup>/day from the 250 'o' main in Ngongotaha Road. Further increase in water quantity will require application.</li> <li>(iii) Prior to further development, a detailed investigation and report on contaminated sludge and uncontrolled fill shall be prepared by a suitably qualified person and submitted.</li> </ul>
8013079.1	<p>Memorandum of Encumbrance:</p> <p>Requires an environmental programme as detailed in the encumbrance documents to be upheld by the landowner, which includes the retirement and protection of 1.55ha of stream margin for the 15.9ha property.</p>

469757-R-S-C009

CONO 6238089.1 Consen

Cpy - 01/04, Pgs - 003, 02/12/04, 15:01



DocID: 611064109

**CONSENT NOTICE PURSUANT TO SECTION 221**

**OF THE RESOURCE MANAGEMENT ACT 1991**

**IN THE MATTER** of Lots 1 & 2 DP 337743

**AND**

**IN THE MATTER** of Subdivision Consent 6303086 pursuant to Sections 34(4), 104, 105, 108, 220 and 221 of the Resource Management Act 1991.

Subdivider: D & M Roe

Locality: Ngongotaha Road, Ngongotaha

- (i) The owners and subsequent owners of Lot 2 DP 337743 are advised that in accordance with Rule 16.4.3.1(b) of the District Plan that no further lifestyle lots may be excised from Lot 2 DP 337743.
- (ii) The owners and subsequent owners of Lot 2 DP 337743 are advised that any future public water supply to Lot 2 DP 337743 will have an allocation of 102m<sup>3</sup>/quarter (1.13m<sup>3</sup>/day) from the 250 ø main in Ngongotaha Road. Any desired increase in this quantity will require an application to be made to Council.
- (iii) The owners and subsequent owners of Lot 2 DP 337743 are advised that a detailed investigation and report of the contaminated sludge and uncontrolled fill on Lot 2 DP 337743 shall be prepared by a suitable qualified and experienced person and submitted to the District Engineer for approval prior to any further development.

This document is hereby authenticated in terms of Section 252 of the Local Government Act 1974.

Dated at Rotorua this 6<sup>TH</sup> day of AUGUST 2004

Principal Administration Officer  
Acting Chief Executive

Landonline User ID: HAMILTONLSHA

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Address: DX GP20013

HAMILTON

PH 0800 77 66 88

Uplifting Box Number: 19

ASSOCIATED FIRM:

Client Code / Ref: ROE M & D

76451-1845

HEREWITH

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ Use only)

Plan Number Pre-Allocated or  
to be deposited

337743

Rejected Dealing Number

Other (state)

Priority Order	CT Ref:	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
1	NT	CONO	LOCAL GOVERNMENT ACT	50.00	1 2.00						52.00
2	SA14B/103	DCC	ROTORUA DISTRICT COUNCIL								
3	SA14B/103	WX	CARLTON FINANCE SERVICES LTD	50.00							50.00
4	SA14B/103	PDM	WESTPAC BANKING CORPN	50.00							50.00
5	SA14B/103	T	ROE MN & DM to LEE RE & OWEN BM	50.00							50.00
6	SA16B/1413	T	LEE RE & OWEN BM to ROE MN & DM	50.00							50.00

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

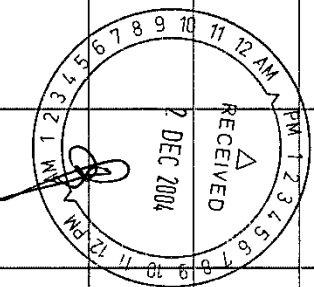
GST Registered Number 17-022-8395

LINZ Form P005

LINZ Form p005 - PDF

Annotations (LINZ use only)

Original Signatures?



Subtotal (for this page)

252.00

Total for this dealing

570.00

Less Fees paid on Dealing #

Debit my Account for

570.00

Version 1.6: 15 March 2004

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(Inc. original)  
DocID: 611064109

Landonline User ID: HAMILTONLSHA

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Dealing / SUD Number:  
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Priority Barcode/Date Stamp  
(LINZ Use only)

Client Code / Ref: ROE M & D

76451-1845

Plan Number Pre-Allocated or  
to be deposited 337743  
Rejected Dealing Number

Priority Order]	[CT Ref]	[Type of Instrument]	[Name of Parties]	DOCUMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
7	SA14B/103 SA16B/1413 /	OCT /	ROE & OTHERS	318.00							318.00
8											
9											
10											
11											
12											
13											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page) 318.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

DATED:

26 November

2008

ENC 8013079.1 Encumbi

Cpy - 01/04, Pgs - 027, 28/11/08, 14:09



DocID: 511945020

**MEMORANDUM OF ENCUMBRANCE**

**Douglas Kent Healy, Nina Marie Healy  
and Colin Mark Thomas**

---

*BA*  
*my*  
*at*

# MEMORANDUM OF ENCUMBRANCE

## WHEREAS:

- A. Dougals Kent Healy, Nina Marie Healy and Colin Mark Thomas ("the Grantor") is registered as proprietor of an estate in fee simple in Lot 2 Deposited Plan 337743 and being all the land in Certificate of Title 154895 (South Auckland Registry).
- B. The Grantor and has entered into an agreement to carry out an Environmental Programme ("the Agreement") with the BAY OF PLENTY REGIONAL COUNCIL ("the Grantee") a copy of which is attached to this memorandum of Encumbrance, by which the Grantor has agreed with the Grantee to carry out an Environmental Programme set out in the Agreement.

**NOW THIS MEMORANDUM WITNESSES** that the Grantor encumbers the land for the benefit of the Grantee in fee simple with an annual rentcharge of \$50.00 including GST, if any, ("the Rentcharge") for the term of the Agreement to be paid on the 1<sup>st</sup> day of December in each year whilst this Memorandum of Encumbrance is in force (the first payment being due on 1 December 2008).

The Grantor for itself and its successors in title covenants with the Grantee that:

1. The Grantor will at all times observe and perform all of the terms and conditions of the Agreement on the part of the Grantor to be observed and performed **PROVIDED** that the terms and conditions of the Agreement shall be enforceable only against the owners and occupiers for the time being of the Land (and not otherwise against the Grantor and its successors in title).

## **AND IT IS DECLARED THAT:**

2. 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 Grantor shall be entitled to an acknowledgement to that effect.  
203, 204, 205 2007
3. Section ~~104~~ of the Property Law Act ~~1952~~ applies (save as modified by the proviso in clause 1 above) to this Memorandum of Encumbrance but that otherwise and without prejudice to the Grantee's rights of action at common law as a rentchargee or encumbrancee:  
2007
- a) The Grantee shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act ~~1952~~ and  
2007
- b) No covenants on the part of the Grantor and their successors in title are implied into this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

**DATED** this the

26

day of

November

2008

**EXECUTED** by

**Douglas Kent Healy**

**Nina Marie Healy**

**Colin Mark Thomas**

as Grantor in the presence of:

*Douglas Kent Healy*  
*Nina Marie Healy*

Witness:

*[Signature]*

Full Name of Witness:

DAVID PAUL ROBINSON.

Occupation:

REAL ESTATE.


Address:

25 WILLOW AVE.  
ROTORUA.

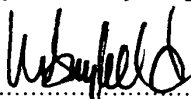
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**MEMORANDUM OF ENCUMBRANCE**

**LAND TRANSFER ACT 1952**

 Correct for the purposes of the  
Land Transfer Act 1952 (the Encumbrancee)

Bay of Plenty Regional Council

  
.....  
**Chief Executive (Authorised Officer)**

Grantee: **W. E. Bayfield**  
**Chief Executive**  
**Bay of Plenty Regional**  
**Council**

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

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





# Environmental Programme



for **DK and NM Healy**

*Working with our communities for a better environment  
E mahi ngatahi e pai ake ai te taiao*



# **Environmental Programme for DK and NM Healy**

Date: *February 2008*

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## Contents

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Handwritten signature and initials, possibly 'DK' and 'NM', with 'wb' written below.

**A programme for the protection of  
soil and water and indigenous biodiversity values.**

***Property Details***

<b>Landowner:</b>	<i>Douglas and Nina Healy</i>
<b>Address:</b>	<i>31 Ngongotaha Road, Rotorua</i>
<b>Legal Description:</b>	<i>Lot 2 deposited Plan 337743</i>
<b>Valuation Number:</b>	<i>7065 97001</i>
<b>C.T. Number:</b>	<i>154895</i>
<b>Covenant Type:</b>	<i>Memorandum of Encumbrance</i>
<b>Environment Bay of Plenty File Number:</b>	<i>2521 276 000</i>
<b>Environment Bay of Plenty Plan Number:</b>	<i>M1633</i>
<b>Property Area:</b>	<i>15.9 ha</i>
<b>Protection Area:</b>	<i>1.55</i>
<b>Catchment:</b>	<i>Lake Rotorua</i>
<b>Ecological District:</b>	<i>Rotorua Ecological District</i>



## 1 Introduction

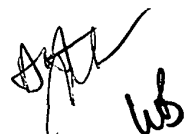
Environmental Programmes are designed to help private landowners manage their properties sustainably. In particular, programmes aim to conserve soil, improve water quality, reduce nutrient loss and protect native plants and animals (biodiversity).

This Environmental Programme is a partnership between Douglas and Nina Healy and Environment Bay of Plenty. This property is in the Rotorua lakes catchments where lake water quality issues have been identified. Protection of stream margins is important to improve the water quality of tributary streams, including minimising nutrient and sediment transport.

One Protection Area will be created to retire and protect 1.55 ha of stream margin for this 15.9 ha property in the Kaituna Catchment.

Detailed management reports supporting this programme are available by contacting a land management officer at Environment Bay of Plenty.

This document should be read with reference to map plan M1633 at the back.

Handwritten signature and initials, possibly 'DK' and 'NM', in the bottom right corner.



## 2 Background Information

### 2.1 Location

The lifestyle block is approximately one kilometre west of Ngongotaha Township, located on Ngongotaha Road. The property lies in the Waiteti Catchment which is a sub catchment of Lake Rotorua; this flows into the Kaituna River, Lake Rotorua is approximately 1.4 km downstream. The property is located between Ngongotaha Road and Hamurana Road.

### 2.2 Current Land Use

The property is predominately covered in pasture with willow and pines located along the margins of the Waiteti Stream. The owner wishes to turn the low lying areas into ponds to allow water fowl to inhabit these areas. Land use is dry stock farming, primarily the rearing of beef cattle.

### 2.3 Stream Management

Grazing stock have access to the streams and permanent drains on the property.

### 2.4 Land Form

Topography ranges from flat to slightly rolling. Altitude for this property is 300 m above sea level. Land is classified for its sustainable land use by a national system called Land Use Capability. This system ranks land capability according to increasing limitations to use, with Class VIII having the most limitations. Class III has been identified on the property, with wetness being the dominant limitation.

### 2.5 Climate

The climate is sunny and generally sheltered with warm summers and mild winters. Occasionally, very high intensity rain storms occur from the north to northeast. Annual rainfall is approximately 1,600 to 2,000 mm per annum with a winter maximum.





### **3 Environmental Issues on the Property**

#### **3.1 Soil and Water**

Active erosion on the property is contained to the stream banks, where stock have collapsed the stream banks, there is also evidence of pugging. This allows a direct flow path for nutrients and sediment to enter the stream reducing water quality, landscape, recreational and natural habitat values. The high level of the water table on this property restricts the rooting depth of grass species, it is essential that drains are able to be cleared to protect the pasture quality.

#### **3.2 Biodiversity**

There is little in the way of biodiversity on the property, with native sedges and grass restricted to the wet areas. When stock are removed these species will thrive as long as invasive pest plants are prevented from establishing.

#### **3.3 Pest Animals**

Possums, rabbits and hares are present within the Protection Area at low infestation levels. Mustelids, rats and feral cats are present and levels vary from medium to high depending on habitat. There is suitable pest animal habitat near the Protection Areas. Pest animals inhabiting these areas may present an ongoing threat to the values of the Protection Area.

#### **3.4 Pest Plants**

Protection Area 1 contains, blackberry and broom, there were no significant pest plants found outside of the Protection Area on the property. However Japanese honeysuckle and Himalayan honeysuckle are located on the other side of the stream, if this is uncontrolled this will be a threat to the establishment of native vegetation.

Handwritten signature and initials, possibly 'DK' and 'NM', with a large 'WB' written below.



## 4 Objectives

(i) **Reduce stream bank erosion and protect water quality of the Waiteti Stream by:**

- Stock exclusion from the Protection Area.
- Planting of selected native species within the Protection Area.
- Pest plant tree removal from the Protection Area.
- Pest plant and pest animal control to establish native vegetation.

Handwritten signature and initials, possibly 'DK' and 'NM', in the bottom right corner.



## 5 Programme of Works

This schedule of works is for establishing the Protection Area.

### Year ending 30 June 2009

- A water supply will be installed.
- 1,743 m of protection fencing will be undertaken (nine-wire post and batten).
- Revegetation of Protection Area 1 will be undertaken; approximately 3,000 native plants are to be used.
- A culvert will be installed to exclude stock from the watercourse.
- Tree removal will be undertaken to remove threats to Protection Area.
- Pest plant and pest animal control programmes will be undertaken.

### Year ending 30 June 2010 and 2011

- Releasing of the native plants will be undertaken.
- Pest plant control will continue.

### Year ending 30 June 2012 and 2013

- Pest plant control will continue.

Handwritten signature and initials, possibly 'DK' and 'NM', with the letters 'WS' written below.

Handwritten signature and initials, possibly 'DK' and 'NM', in the bottom right corner.

## 6

**Estimated Costs and Timetable**

The following table provides a summary of cost estimates for each activity. The numbered areas noted in the table refer to the Protection Areas shown on map plan M1633 at the back of this document.

Area	Activity	Unit	Quantity	Rate	Cost	Cost Share	
						EnvBOP	Landowner
	2008/2009						
1	Tree Removal				1,760	880	880
1	Crossings				440	220	220
1	Protection fencing				14,184	10,638	3,546
1	Watercourse protection planting				13,350	10,013	3,337
1	Alternative water supply				2,062	1,031	1,031
1	Pest Plant Control				476	357	119
1	Pest Animal Control				797	599	198
	2008 - 2009 Total				\$33,069	\$23,738	\$9,331
	2009/2010						
1	Releasing x 2				2,520	1,890	630
1	Pest Plant Control				199	149	50
	2009 - 2010 Total				\$2,719	\$2,039	\$680
	2010/2011						
1	Releasing x 2				2,520	1,890	630
1	Pest Plant Control				280	210	70
	2010 - 2011 Total				\$2,800	\$2,100	\$700
	2011/2012						
1	Pest Plant Control				280	210	70
	2011 - 2012 Total				\$280	\$210	\$70
	2012/2013						
1	Pest Plant Control				280	210	70
	2012 - 2013 Total				\$280	\$210	\$70
	Total Cost Programme				\$39,148	\$28,297	\$10,851

All costs exclude GST.

A handwritten signature in black ink, appearing to be 'DK' followed by a stylized flourish.



## 7 Agreement

This agreement to carry out an Environmental Programme is entered into in good faith by all parties. It is acknowledged however that this agreement must endure both over time and change of ownership. To ensure understanding of the responsibilities and obligations the following clauses are incorporated:

- 1 **REGISTRATION.** This agreement will be registered against the title to the land to ensure the Protection Areas and the works undertaken are legally protected, including under subsequent ownership. Douglas and Nina Healy and Environment Bay of Plenty will enter into a Memorandum of Encumbrance in respect of this Environmental Programme.
- 2 **REVIEW** of this programme will take place after five years or if any significant new environmental threat is identified. Any agreed changes to this programme will be confirmed by exchange of letters between the Landowner, Environment Bay of Plenty.
- 3 **GRANT MONEY** will be provided on completion of the works based on actual cost. Actual costs paid will not exceed estimated costs unless prior written agreement has been reached with Environment Bay of Plenty.

The following table is the agreed cost share for initial works.

Activity	Landowner	EBOP
Protection fencing	25%	75%
Protection planting	25%	75%
Pest animal control	25%	75%
Pest plant control	25%	75%
Water supply	50%	50%
Crossings	50%	50%
Tree removal	50%	50%

- 4 **INITIAL WORK** is any activity undertaken with 'grant money' to protect or enhance Protection Areas. Works can include activities such as fencing, planting, pest animal and pest plant control.
- 5 **ONGOING MANAGEMENT** is carried out by the Landowner once the initial works are complete. The Landowner is responsible for maintenance of the established works to ensure the integrity of the objectives of this programme. Revegetation plantings will be maintained free of competing weeds until plants are well established. Pest animal and pest plant infestations within the Protection Areas will be controlled, and fences will be maintained in a stock proof condition to exclude stock. Land management advisory services will continue to be provided by the Land Resources Section, Environment Bay of Plenty, upon request by the Landowner or a representative.

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## 6 MONITORING

The Landowner will regularly inspect the Protection Areas for fence integrity, vegetation health and pest plants and pest animals. Any identified maintenance problems will be remedied.

To ensure the integrity of works and objectives of this programme are maintained, Environment Bay of Plenty will monitor revegetation plantings and protection fencing annually. Environment Bay of Plenty will also monitor Protection Areas for pest animal numbers, pest plant incursions and impacts on bush health. Monitoring will be undertaken at no cost to the Landowner.

## 7 ENVIRONMENTAL PROTECTION WORKS

qualifying for grant money will be implemented to a standard specified by Environment Bay of Plenty.

## 8 RIGHT OF ENTRY

The Landowner will at all reasonable times permit Environment Bay of Plenty or its Officers and agents to enter upon the land and inspect it to ascertain whether the Landowner has complied with the obligations under this Agreement. Prior notification of the inspection will be given to the Landowner where possible.

## 9 DEFAULT

If the Landowner fails to comply with the obligations of the Landowner under this Programme, Environment Bay of Plenty will notify the Landowner in writing specifying the default and requiring the Landowner within 30 days after receipt of notice to remedy the default to a standard specified by Environment Bay of Plenty. If the Landowner fails to comply with the notice, Environment Bay of Plenty by its servants, agents or contractors may (but without obligation to do so) enter upon the land and carry out all works necessary to ensure compliance with the requirements of the notice and recover the costs of doing so from the Landowner.

## 10 ARBITRATION

All disputes between the parties concerning this agreement shall be referred to arbitration in accordance with the Arbitration Act 1996.

The arbitration shall be commenced by either party giving to the other notice in writing stating the subject matter of the dispute and that party's desire to have the matter referred to arbitration.

The arbitration shall be by a single arbitrator to be agreed upon by the parties or, failing agreement within 10 working days of delivery of the notice, to be appointed by the President of the Waikato Bay of Plenty District Law Society or his or her nominee.

Either party within five working days of receiving any notice under sub clause 2 of this clause may give a notice to the other requesting the dispute to be resolved by way of mediation. If such a request is made then the parties shall try to agree upon a mediator. If the parties fail to agree upon a mediator within 10 working days of the delivery of the request for mediation the mediator shall be appointed by the President of the Waikato Bay of Plenty District Law Society or his or her nominee. All discussions in mediation shall be without prejudice, and shall not be referred to in any later proceedings.

If no agreement has been reached in mediation within 10 working days of the appointment of a mediator then the matter in dispute shall be referred to arbitration in accordance with paragraph 3 of this clause.

Where a dispute goes to arbitration which has previously been referred to mediation the mediator shall not be called by either party as a witness and no reference shall be made to discussions held in mediation.

The award of the arbitrator shall not be open to challenge except on the grounds set out in Article 34(2) of the First Schedule to the Arbitration Act 1996.

#### 11 OTHER ACTIVITIES WITHIN PROTECTION AREAS

Should the Landowner wish to undertake activities other than those noted in this programme the agreement of Environment Bay of Plenty is required. Such agreement will not be unreasonably withheld providing the proposed activity does not compromise the objectives of this agreement. Use of Protection Areas for recreational and educational activities is encouraged.

#### 12 ADVICE OF CHANGE OF OWNERSHIP OF THE PROPERTY

To assist any new Landowner with their responsibilities, the Vendor will advise Environment Bay of Plenty in writing of any change of ownership of the property, including subdivision. This will also allow the new owner(s) to be introduced to field officers of the Land Resources section of Environment Bay of Plenty.

**This Environmental Programme was prepared by:**

Ben Banks

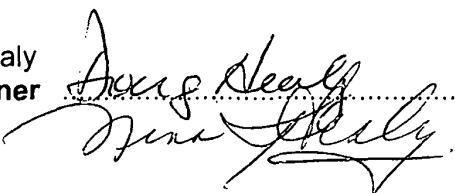
Land Management Officer  
Environment Bay of Plenty



DATE 22/10/08

**This Environmental Programme has been agreed by:**

Doug Healy  
Landowner



DATE 22/04/08  
6-11-08

Greg Corbett  
Manager Land Resources - Rotorua  
Environment Bay of Plenty



DATE 23/10/08



8      **Map M1633**



# Legend

## EXISTING FEATURES

- Access Track
- Property Boundary
- Stream
- Wetland

## PROPOSED WORKS

- Protection Area
- Exotic Woodlot Planting
- Revegetation Planting
- Protection Fence

Environmental Programme  
 Independent Trustees (Tauranga) Limited  
 Ngongotaha  
 Rotorua

References:  
 1) EOP EOPM 2003  
 2) NZMS260 U15 9135 4279  
 3) Map location  
 H:\Maps\163\m1633.mxd

Surveyed: TB 07.07  
 Designed: TB 07.07  
 Traced: TB 07.07  
 Design Check: BB 07.07  
 Drawing Check: BB 07.07

Plan No.  
**M1633**  
 Amendment:  
 Sheet 1 of 1

Scale 1:3,000  
 Metres  
 0 40 80



Landonline User ID: HAMILTONLSHA

HEREWITH

Dealing / SUD Number:  
(LINZ Use only)

LODGING FIRM: HAMILTON LEGAL SERVICES LTD

Survey Plan (#)

Address: DX GP20013

Title Plan (#)

HAMILTON

Traverse Sheets (#)

PH 0800 77 66 88

Field Notes (#)

19

Calc Sheets (#)

Uplifting Box Number:

Survey Report

Client Code / Ref: 2521 276 000 DK & NM HEALY

200293-1273

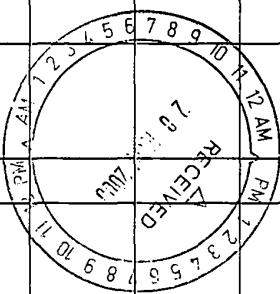
Other (state)

Rejected Dealing Number

Plan Number Pre-Allocated or  
to be deposited

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COPY - 02/04, Pgs - 02/1, 28/1/08, 14:09  
**Copies**  
(inc. original)  
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Priority Order	CT Ref:	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE
1	154895	ENC	HEALY DK & NM, THOMAS CM to BAY OF PLENTY REGIONAL	60.00							60.00
2											
3											
4											
5											
6											



Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only)	Subtotal (for this page)	60.00
Original Signatures? _____	Total for this dealing	60.00
	Less Fees paid on Dealing #	
	Debit my Account for	60.00