

CERTIFICATE OF TITLE



SUE & DAMIEN

021 793 822 | 021 387 345

ownrealestate.co.nz

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OWN
REAL ESTATE



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **NA127A/719**
Land Registration District **North Auckland**
Date Issued 06 October 1999

Prior References
NA28A/631

Estate Fee Simple
Area 1.3910 hectares more or less
Legal Description Lot 3 Deposited Plan 198201

Registered Owners

Alan Christopher Seward as to a 1/2 share
Susan Melinda Boulton as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948

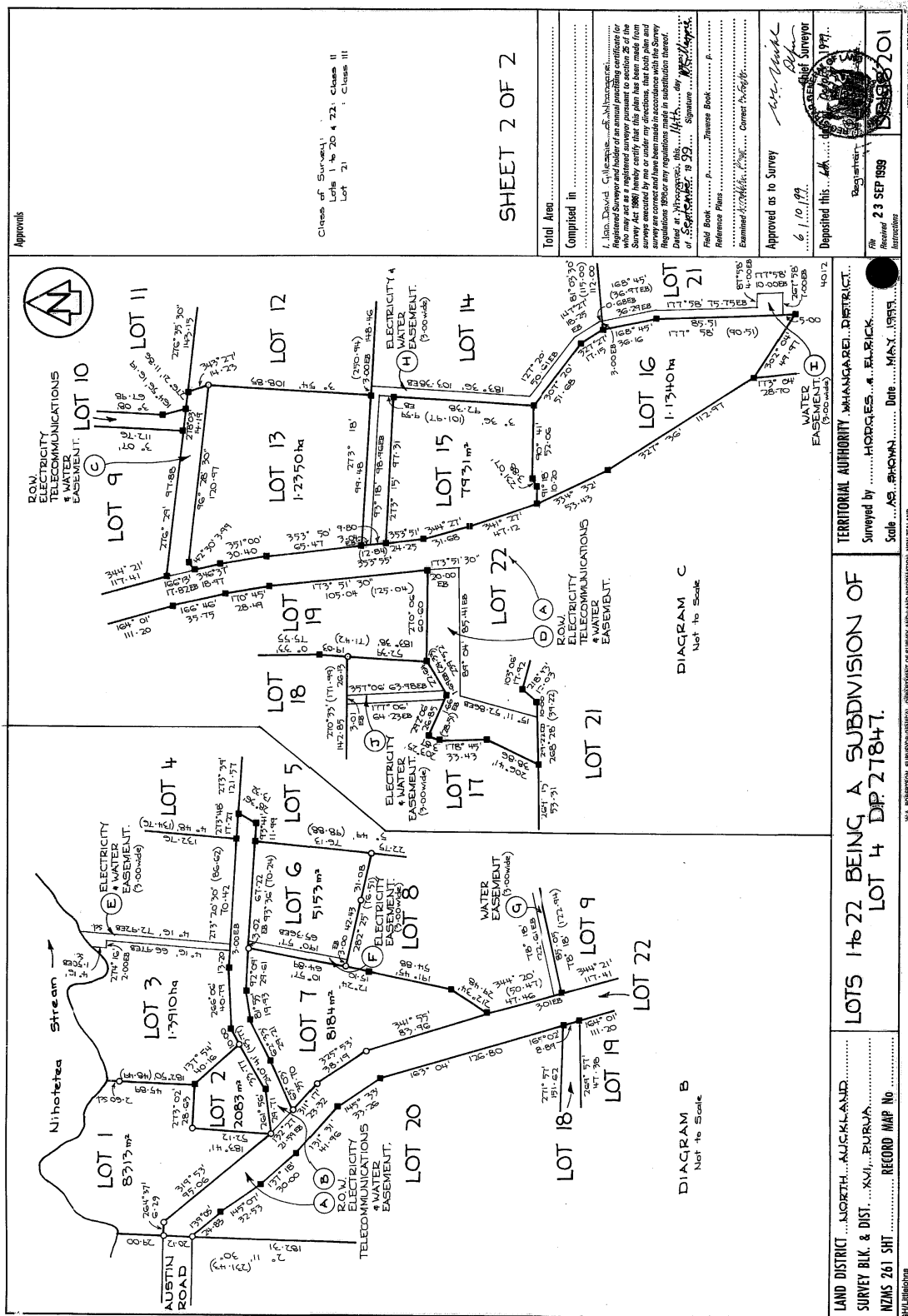
D433461.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 23.9.1999 at 4.00 pm and entered 6.10.1999 at 9.00 am

Subject to right to transmit electricity and convey water over part marked E on DP 198201 specified in Easement Certificate D433461.6 - produced 23.9.1999 at 4.00 pm and entered 6.10.1999 at 9.00 am

Appurtenant hereto is a right of way and rights to transmit electricity and telecommunications and convey water specified in Easement Certificate D433461.6 - produced 23.9.1999 at 4.00 pm and entered 6.10.1999 at 9.00 am

The easements specified in Easement Certificate D433461.6 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Transfer D651919.1 - 29.10.2001 at 12.56 pm





D433461.2 CONO

IN THE MATTER of the Resource Management Act
1991 ("the Act")

A N D

IN THE MATTER of a subdivision consent as
evidenced by Land Transfer Plan
No. 198201

A N D

IN THE MATTER of a Consent Notice issued
pursuant to Section 221 of the Act
by THE WHANGAREI
DISTRICT COUNCIL ("the
Council")

The Council HEREBY CERTIFIES that the following conditions to be complied with
on a continuing basis were imposed by the Council as conditions of approval for the
subdivision as effected by Land Transfer Plan No. 198201 ("the plan")

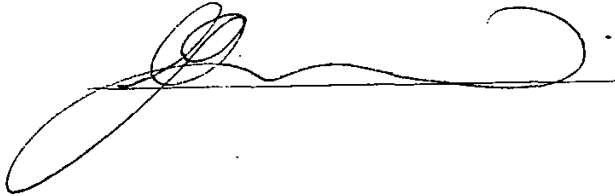
The registered proprietors for the time being of the properties being lots 1 to 20 on
the plan ("the lots") will in undertaking any residential development thereon do
so in accordance with the recommendations of Richardson Stevens Consultants
(1996) Limited in its engineering report of 22 October 1998 as annexed hereto and
in particular shall build so that :

- (i) On site effluent disposal systems are subject to advice from engineering
consultants experienced in this field;
- (ii) Stormwater from tank overflows is piped to watercourses or the road water-
table;
- (iii) House sites are confined to the recommended areas for building as shown on
the Hodges & Elrick scheme plan number 4012 Sheet 2 a attached hereto or
otherwise be on sites approved following further investigation by a
registered engineer; and

(iv) Subsoil drainage is installed on lot 16 as shown on plan 980295 sheet 2.

DATED at Whangarei this 6 day of September 1999

SIGNED for THE WHANGAREI DISTRICT COUNCIL
pursuant to the authority of the Council given pursuant to
the Local Government Act 1974

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'C' shape followed by a horizontal line and a small loop at the end.



Email: rschd@clear.net.nz



Grant Stevens
S.E., M.I.P.E.N.Z.

Registered Engineer

Tim Pike
N.Z.C.E., S.E. (Hons), M.I.P.E.N.Z.

Registered Engineer

CIVIL & STRUCTURAL ENGINEERS, 2 SEAVIEW RD, WHANGAREI. PH: 09 438 3273, FAX: 09 438 5734

File: 980295

22 October 1998

Hodges & Elrick
PO Box 1000
WHANGAREI

Attention: Mr M. Elrick

Dear Sir

MAUNU STUD SUBDIVISION – AUSTIN ROAD

Scope

This report is prepared to provide engineering information about the property and addresses its suitability for the proposed subdivision. It is based on a walkover survey, soil testing and reference to the survey plan prepared by your company.

Proposal

The proposal is to subdivide the 85.68 ha property into 22 lots. Lots 1 – 20 will be residential blocks varying in size from 0.2 ha to 3.59 ha.

Lot 21 will be the balance area of 54.78 ha and Lot 22 will be the access road.

Legal Description

The legal description is Lot 4 DP 27847 Blk XVI Purua SD.

Location

The subdivision is located at the end of Austins Road, Maunu.

Physical Description

The subdivision area is generally pasture land ranging from flat to gently rolling contour. The farm house, cottage and farm buildings occupy an area near the end of Austins Road. The Nihotetea Stream forms the northern boundary of the subdivision. An unnamed stream which drains most of the subdivision area discharges to the Nihotetea Stream through a culvert at the end of Austins Road.

Assessment for Subdivision

Access

A public road will be constructed from the end of Austins Road to provide access to the lots. A total of 5 right-of-ways will be required to access lots not directly accessible from the road. The road and right-of-ways will be constructed to Whangarei District Council Environmental Engineering Standards.

On-site Effluent Disposal

The soils are sandy clays and clay loams, with considerable variation over the site. Generally these soils would be classed as moderate to slow draining. Given the large size of the lots a standard septic tank with filter and shallow soakage trenches would provide for wastewater treatment and disposal. Special consideration will be required for lots close to streams or lots with wet areas unsuitable for soakage trenches. Aerated wastewater systems (e.g. Biocycle) with effluent irrigation to planted areas may be required at these lots.

Each lot will require a detailed design of the disposal system by a suitably qualified engineer at the time of Building Consent application.

House Sites

Suitable, stable house sites are indicated on Hodges & Elrick plan No. 4012 Sheet 2. Generally these sites are located on elevated areas within each lot. Other areas may be acceptable but should be the subject of further investigation by a Registered Engineer.

Stormwater Disposal

Rainwater will be collected in storage tanks for water supply. Overflows from storage tanks should be piped to adjoining streams/drains or to the road watertable.

Stability/Subsoil Drainage

No recent instability was observed on the natural slopes of the property. However at Lots 15 and 16 there is evidence of historical ground slumping. The recently constructed road excavation batter has slumped along much of the boundary with Lot 16. In order to improve the stability and drainage of Lot 16 and the adjoining road batters, subsoil drains will be installed as detailed on plan 980295 sheet 2. At all other lots the recommended house sites are considered stable and suitable for residential construction.

The property owner advises that subsoil drainage has previously been installed to drain wet areas over parts of Lots 11, 12, 13, 14 and 15.

Road Construction

The road pavement has been designed based on a CBR of 4, established from penetrometer tests. See attached sketch for the typical road cross-section.

During earthworks for the road construction local soft areas were encountered between distances 680 m and 940 m. These areas were undercut by 300 mm, geotextile placed and 300 mm of quarry-run brown rock placed.

Subsoil drainage will be placed along the edge of the road on the uphill side, between distances 680 m and 940 m.

Services

Power and telephone services will be available at the subdivision.

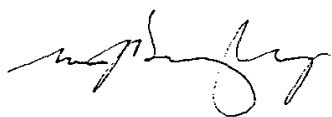
Conclusion

The engineering investigations we have carried out enable us to conclude that the land is suitable for the proposed subdivision subject to the following:

- That the access road and right-of-ways be constructed in compliance with the Whangarei District Council environmental engineering standards.
 - That on-site effluent disposal systems be subject to advice from engineering consultants experienced in this field.
 - That stormwater from tank overflows be piped to watercourses or the road watertable.
 - That house sites be confined to the recommended areas on plan 4012 sheet 2, or specifically investigated.
-

- That subsoil drainage be installed at Lot 16 and in the adjoining road reserve as shown on plan 980295 sheet 2.

Yours faithfully

A handwritten signature in black ink, appearing to read 'M.J. Beazley', with a stylized, flowing script.

M.J. Beazley
RICHARDSON STEVENS CONSULTANTS (1996) LTD

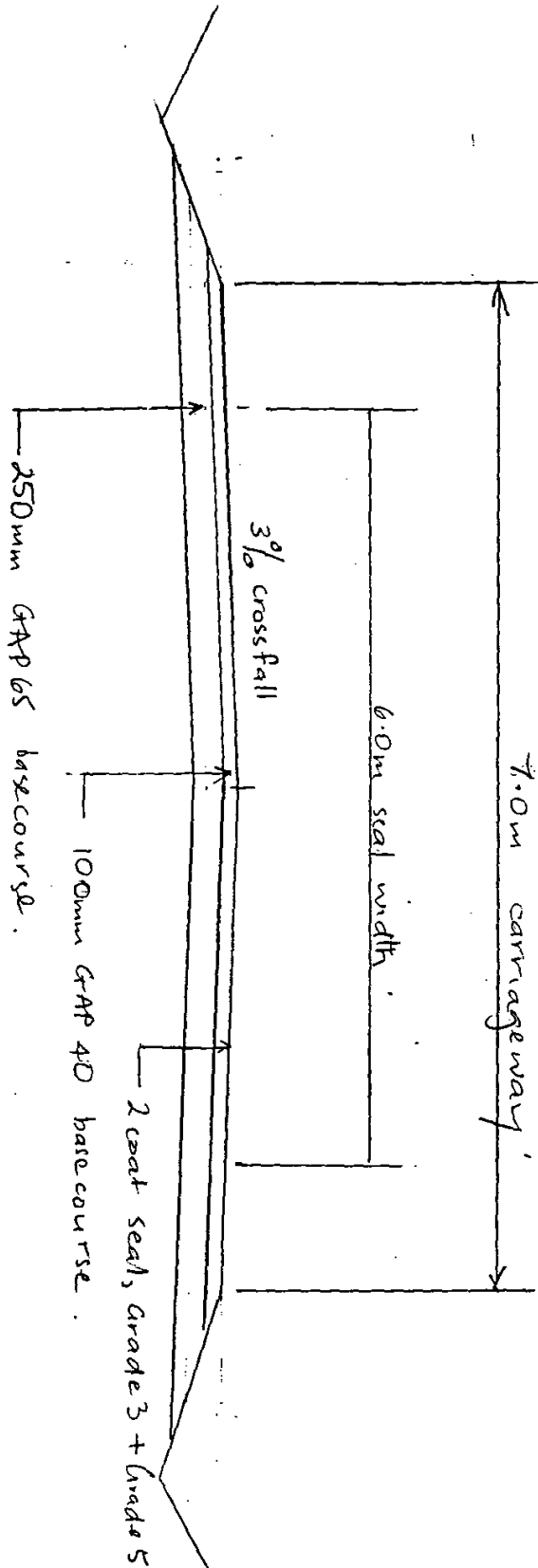
Hardson, Stevens Consultants (1996) Ltd.

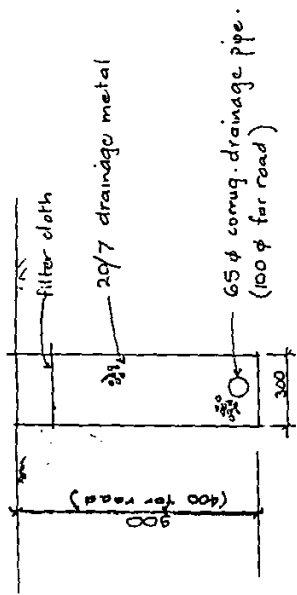
CONSULTING CIVIL & STRUCTURAL ENGINEERS
SEAVIEW ROAD, WHANGAREI. PH (09) 438-3273. FAX (09) 438-5734.

Refers to Subdivision - Maunu Stud.
Client Hodges & Elrick.

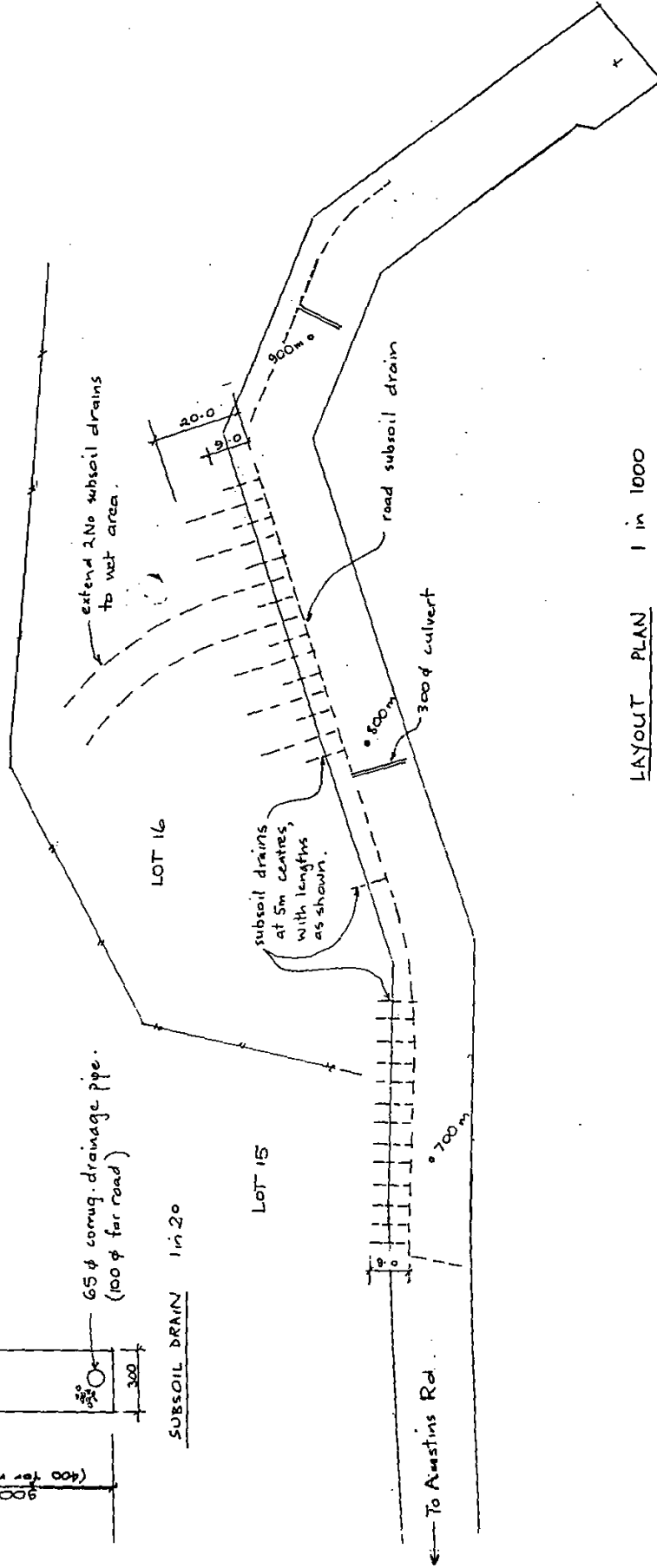
File No. 980295
Sheet 1
Plan Ref. No.
Calculated by [Signature]
Checked by
Date 11/10/98

TYPICAL ROAD CROSS-SECTION





SUBSOIL DRAIN 1 in 20



PHILIPPOU, STEPHEN CONSULTANTS 1955 LTD
CONSULTING ENGINEERS
2 Seaview Road, Whangarei

MAUNU STUD SUBDIVISION — SUBSOIL DRAINS

October 1998
Ref: 980295 Sheet 2

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PRODUCED
ENTERED

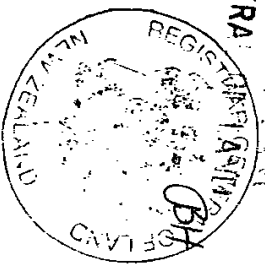
4.00 23.SEP99

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433461

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH ISLAND
for REGISTRATION OF LAND



2 CONO - 38

TRANSFER
Land Transfer Act 1952

D651919.1 T



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- Insert only when part or Stratum, CT

127A

719

All

Transferor Surnames must be underlined or in CAPITALS

MAUNU STUD LIMITED

Transferee Surnames must be underlined or in CAPITALS

Neville Alan CORRY, Susan Patricia CORRY and Gina Suzanne TARASIEWICZ

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

Fee simple subject to land covenant (continued on page 2 of annexure schedule)

Consideration

\$105,000.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 26th day of OCTOBER 2001

Attestation


.....
Director


.....
Director

Signature, or common seal of Transferor

Signed in my presence by the Transferor MAUNU STUD LIMITED
~~Signature of Witness~~

~~Witness to complete in BLOCK letters~~
(unless typewritten or legibly stamped)

Witness name

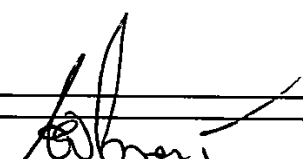
Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF: 4135 /2


Solicitor for the Transferee

Annexure Schedule

Insert below

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

Transfer

Dated

26/10/01

Page

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Pages

Continuation of "Estate or Interest or Easement to be created"

The Transferor when registered as proprietor of the land formerly contained in Certificate of Title 28A/631 (North Auckland Registry) subdivided the land into residential lots in the manner shown and defined on Deposited Plan 198201 **AND WHEREAS** it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in the Schedule A (hereinafter referred to as the "dominant lots") the land covenants set out in Schedule B over the land in Certificate of Title 127A/719 (hereinafter referred to as the "servient lot") **TO THE INTENT** that the servient lot shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations against the owners for the time being of the servient lot **AND AS INCIDENTAL** to that transfer of the fee simple so as to bind the servient lot and for the benefit of the respective dominant lots the Transferee **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the servient lot for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A

Certificates of Title 127A/717, 127A/718, 127A/720, 127A/721, 127A/722, 127A/724, 127A/725, 127A/726, 127A/727, 127A/728, 127A/729, 127A/730, 127A/731, 127A/732, 127A/733, 127A/734, and 127A/735.

SCHEDULE B**1 Minimum Building Standards**

- 1.1** All buildings and associated improvements are to be of a quality and standard expected of a modern and well-designed subdivision.
- 1.2** Without limiting the above, all buildings shall
- be constructed of permanent materials of good quality and
 - shall have a floor area of not less than 120 square metres (excluding garages, verandahs, porches and other accessory buildings) and
 - not incorporate any unpainted roofing iron or garage doors or flat asbestos or fibre cement or unbattened plywood exterior sheet cladding or unfinished in situ concrete or concrete blocks or non-permanent or second hand building materials and
 - have all basement sheathed in a cladding approved by Maunu Estates Limited ("the Management Company").

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule



Insert below

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

Transfer

Dated

26/10/01

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1.3 No dwelling and all garage, carport, verandah, garden or other utility shed shall be erected without first obtaining the written consent of the Management Company. That consent shall not be unreasonably withheld if the design and the construction complies with 1.1 and 1.2 of this Schedule.

1.4 Once commenced, all building work shall be carried out continuously until completion and issue of a completion certificate from the appropriate local body. All building work must be completed within twelve months of commencement.

2 Further subdivision

2.1 The land now being transferred ("the land") shall not be further subdivided or cross leased. There shall be a maximum of one residential building erected on that lot except that there may be one self contained separate unit attached (having a floor area not exceeding 75 square metres) to a primary residential building. Subject to that, multiple unit housing (whether in one building or in separate buildings on the same lot) is prohibited. This prohibition does not prevent the Transferor or the Transferor's assignee of the balance of the land not already subdivided into housing lots from proceeding to further develop and subdivide that balance of the land.

3 Use of the land

3.1 The land shall not be used or occupied other than as a residence.

3.2 The land shall not be used for the erection of temporary structures or tents or for the placement of vehicles used for human habitation.

3.3 The land shall not be used as a residence until a dwellinghouse has been constructed on it and has been substantially completed in accordance with the terms of this agreement.

3.4 No advertising signs or hoardings shall be placed on the land except for conventional signs advertising that the property is for sale.

3.5 The Transferor or Transferor's assigns may continue to farm the undeveloped part of the land of which this development forms part and farm any unsold lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and other their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule



Insert below

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

Transfer

Dated

26/10/01

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4 Maintenance of the Property

4.1 The Transferee will at all times keep the property in a neat and tidy condition and in particular not permit or suffer any rubbish to accumulate or be placed upon the land. Roadside berms, drains and access culverts shall be kept clean and clear of rubbish, noxious weeds, and rank grass. If the Transferee fails to comply with the provisions of this paragraph the Company or its agents or contractors may at its option enter upon the property and remedy any breach and all costs of so doing shall be recoverable from the Purchaser. ~~TRANSFEE~~

4.2 No temporary dwelling, caravan, trade vehicle, trade equipment or machinery, materials, rubbish or vehicles of an unsightly nature shall be placed on or permitted to be brought onto the property unless it is adequately garaged or screened from any adjoining land. This shall not prevent the placement of builders' equipment or temporary sheds on the land during the course of construction provided that it is not used for accommodation.

4.3 Any damage caused to roads, footpaths, berms, services or common areas by any Transferee or his contractors or agents during the course of construction shall be promptly repaired and made good by that Transferee.

5 Fences and plantings and drainage

5.1 All fences, shelter belts and other plantings shall be placed and maintained in such a way as to cause the minimum interference with adjoining properties, except that no occupier of land within the development shall be entitled to have any particular view protected.

5.2 All channeled or directed water runoff from the land shall be directed into soakage pits and contained within the lot or shall be drained into the roadside water table.

6 "Transferee"

6.1 "Transferee" includes the registered proprietor and occupier for the time being of any land in the development. Any person who is at any time a "Transferee" shall be released from the terms obligations under these covenants from and after the time when they cease to be registered as proprietor of the land or to occupy it, provided that this shall not release any Transferee from liability for anything that occurred before the date on which they ceased to be the registered proprietor or occupier.

7. This schedule B shall not apply to the garage on Certificate of Title 127A/718 which may remain in place and in the same condition as it was at the date of transfer of Certificate of Title 127A/718 to Shaun Leslie Blagrove.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signature]
AST

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Annexure Schedule

TRANSFER

Dated

26/10/01.

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Pages



Continuation of "Attestation"

Signature of the Transferee
NEVILLE ALAN CORRY
in the presence of:

N A Corry

Witness Signature

KL Kenwright *MM*

Witness Name:

KL KENWRIGHT

Witness Occupation:

**LEGAL EXECUTIVE
WHANGAREI**

Witness Address:

Signature of the Transferee
SUSAN PATRICIA CORRY
in the presence of:

S P Corry

Witness Signature

KL Kenwright *MM*

Witness Name:

KL KENWRIGHT

Witness Occupation:

**LEGAL EXECUTIVE
WHANGAREI**

Witness Address:

Signature of the Transferee
GINA SUZANNE TARASIEWICZ
in the presence of:

Gina Tarasiewicz

Witness Signature

KL Kenwright *MM*

Witness Name:

KL KENWRIGHT

Witness Occupation:

**LEGAL EXECUTIVE
WHANGAREI**

Witness Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

KL *MM* *MAC*



TRANSFER

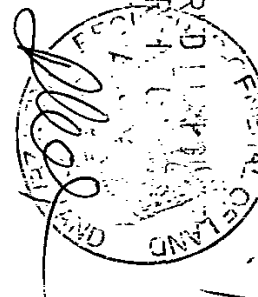
Land Transfer Act 1952

Law Firm Acting
WEBB ROSS JOHNSON BARRISTERS & SOLICITORS PO BOX 945/DX AP24506 WHANGAREI (LJ POLLOCK)

Auckland District Law Society
REF: 4135 /4

L/C

① T 128
127A / 719
Therese Dallas



1236 29.OCT01 D 654919

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