

Application for resource consent or fast-track resource consent

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of [Form 9](#)). Prior to, and during, completion of this application form, please refer to [Resource Consent Guidance Notes](#) and [Schedule of Fees and Charges](#) — both available on the Council's web page.

1. Pre-Lodgement Meeting

Have you met with a council Resource Consent representative to discuss this application prior to lodgement?

☐ Yes ☐ No

If yes, who have you spoken with?

2. Type of consent being applied for

(more than one circle can be ticked):

☐ Land Use

☐ Discharge

☐ Fast Track Land Use*

☐ Change of Consent Notice (s.221(3))

☐ Subdivision

☐ Extension of time (s.125)

☐ Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil)

☐ Other (please specify)

**The fast track is for simple land use consents and is restricted to consents with a controlled activity status.*

3. Would you like to opt out of the fast track process?

☐ Yes ☐ No

4. Consultation

Have you consulted with iwi/Hapū? ☐ Yes ☐ No

If yes, which groups have
you consulted with?

Who else have you
consulted with?

For any questions or information regarding iwi/hapū consultation, please contact Te Hono at Far North District Council, tehonosupport@fndc.govt.nz

5. Applicant details

Name/s:

Good Move Property Limited

Email:

Phone number:

Postal address:

(or alternative method of service under section 352 of the act)

Have you been the subject of abatement notices, enforcement orders, infringement notices and/or convictions under the Resource Management Act 1991? ☐ Yes ☒ No

If yes, please provide details.

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6. Address for correspondence

Name and address for service and correspondence (if using an Agent write their details here)

Name/s:

Williams & King, Attention: Natalie Watson

Email:

Phone number:

Postal address:

(or alternative method of service under section 352 of the act)

All correspondence will be sent by email in the first instance. Please advise us if you would prefer an alternative means of communication.

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7. Details of property owner/s and occupier/s

Name and Address of the owner/occupiers of the land to which this application relates (where there are multiple owners or occupiers please list on a separate sheet if required)

Name/s:

As per applicant details.

Property address/
location:

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Postcode

8. Application site details

Location and/or property street address of the proposed activity:

Name/s:

Site address/
location:

 Postcode

Legal description:

Val Number:

Certificate of title:

Please remember to attach a copy of your Certificate of Title to the application, along with relevant consent notices and/or easements and encumbrances (search copy must be less than 6 months old)

Site visit requirements:

Is there a locked gate or security system restricting access by Council staff? ☐ Yes ☐ No

Is there a dog on the property? ☐ Yes ☐ No

Please provide details of any other entry restrictions that Council staff should be aware of, e.g. health and safety, caretaker's details. This is important to avoid a wasted trip and having to re-arrange a second visit.

9. Description of the proposal

Please enter a brief description of the proposal here. Please refer to Chapter 4 of the *District Plan, and Guidance Notes*, for further details of information requirements.

If this is an application for a Change or Cancellation of Consent Notice conditions (s.221(3)), please quote relevant existing Resource Consents and Consent Notice identifiers and provide details of the change(s), with reasons for requesting them.

10. Would you like to request public notification?

☐ Yes ☐ No

11. Other consent required/being applied for under different legislation

(more than one circle can be ticked):

☐ Building Consent

☐ Regional Council Consent (ref # if known)

☐ National Environmental Standard Consent

☐ Other (please specify)

12. National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health:

The site and proposal may be subject to the above NES. In order to determine whether regard needs to be had to the NES please answer the following:

Is the piece of land currently being used or has it historically ever been used for an activity or industry on the Hazardous Industries and Activities List (HAIL)? ☐ Yes ☒ No ☐ Don't know

Is the proposed activity an activity covered by the NES? Please tick if any of the following apply to your proposal, as the NESCS may apply as a result? ☒ Yes ☐ No ☐ Don't know

☒ Subdividing land

☐ Disturbing, removing or sampling soil

☐ Changing the use of a piece of land

☐ Removing or replacing a fuel storage system

13. Assessment of environmental effects:

Every application for resource consent must be accompanied by an Assessment of Environmental Effects (AEE). This is a requirement of Schedule 4 of the Resource Management Act 1991 and an application can be rejected if an adequate AEE is not provided. The information in an AEE must be specified in sufficient detail to satisfy the purpose for which it is required. Your AEE may include additional information such as written approvals from adjoining property owners, or affected parties.

Your AEE is attached to this application ☒ Yes

14. Draft conditions:

Do you wish to see the draft conditions prior to the release of the resource consent decision? ☒ Yes ☐ No

If yes, please be advised that the timeframe will be suspended for 5 working days as per s107G of the RMA to enable consideration for the draft conditions.

15. Billing Details:

This identifies the person or entity that will be responsible for paying any invoices or receiving any refunds associated with processing this resource consent. Please also refer to Council's Fees and Charges Schedule.

Name/s: (please write in full)

SARAH LOWNDEN

Email:

Phone number:

Postal address:

(or alternative method of service under section 352 of the act)

Fees Information

An instalment fee for processing this application is payable at the time of lodgement and must accompany your application in order for it to be lodged. Please note that if the instalment fee is insufficient to cover the actual and reasonable costs of work undertaken to process the application you will be required to pay any additional costs. Invoiced amounts are payable by the 20th of the month following invoice date. You may also be required to make additional payments if your application requires notification.

15. Billing details continued...

Declaration concerning Payment of Fees

I/we understand that the Council may charge me/us for all costs actually and reasonably incurred in processing this application. Subject to my/our rights under Sections 357B and 358 of the RMA, to object to any costs, I/we undertake to pay all and future processing costs incurred by the Council. Without limiting the Far North District Council's legal rights if any steps (including the use of debt collection agencies) are necessary to recover unpaid processing costs I/we agree to pay all costs of recovering those processing costs. If this application is made on behalf of a trust (private or family), a society (incorporated or unincorporated) or a company in signing this application I/we are binding the trust, society or company to pay all the above costs and guaranteeing to pay all the above costs in my/our personal capacity.

Name: (please write in full)

SARAH LOWNDEN

Signature:

(signature of bill payer)

[Redacted Signature]

Date 5.2.2026

Mandatory

16. Important Information:

Note to applicant

You must include all information required by this form. The information must be specified in sufficient detail to satisfy the purpose for which it is required.

You may apply for 2 or more resource consents that are needed for the same activity on the same form.

You must pay the charge payable to the consent authority for the resource consent application under the Resource Management Act 1991.

Fast-track application

Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the RMA.

Privacy Information:

Once this application is lodged with the Council it becomes public information. Please advise Council if there is sensitive information in the proposal. The information you have provided on this form is required so that your application for consent pursuant to the Resource Management Act 1991 can be processed under that Act. The information will be stored on a public register and held by the Far North District Council. The details of your application may also be made available to the public on the Council's website, www.fndc.govt.nz. These details are collected to inform the general public and community groups about all consents which have been issued through the Far North District Council.

17. Declaration

The information I have supplied with this application is true and complete to the best of my knowledge.

Name (please write in full)

SARAH LOWNDEN

Signature

[Redacted Signature]

Date 5.2.26

made by electronic means

See overleaf for a checklist of your information...

Checklist

Please tick if information is provided

- ☐ Payment (cheques payable to Far North District Council)
- ☐ A current Certificate of Title (Search Copy not more than 6 months old)
- ☐ Details of your consultation with Iwi and hapū
- ☐ Copies of any listed encumbrances, easements and/or consent notices relevant to the application
- ☐ Applicant / Agent / Property Owner / Bill Payer details provided
- ☐ Location of property and description of proposal
- ☐ Assessment of Environmental Effects
- ☐ Written Approvals / correspondence from consulted parties
- ☐ Reports from technical experts (if required)
- ☐ Copies of other relevant consents associated with this application
- ☐ Location and Site plans (land use) AND/OR
- ☐ Location and Scheme Plan (subdivision)
- ☐ Elevations / Floor plans
- ☐ Topographical / contour plans

Please refer to Chapter 4 of the District Plan for details of the information that must be provided with an application. Please also refer to the RC Checklist available on the Council's website. This contains more helpful hints as to what information needs to be shown on plans.

Good Move Property Limited

- **Proposed Boundary Adjustment & Subdivision**
- **Part Cancellation of Conditional Easements**
- **Cancel Consent Notices (Replace with Updated Conditions)**

35 Ricker Road & Weka Lane, Ōkaihau

Williams & King, Kerikeri¹
5 February 2026



¹ Williams & King - a Division of Survey & Planning Solutions (2010) Ltd
Surveyors, Planners, Resource Managers - Kerikeri and Kaitiaki
PO Box 937 Kerikeri Phone (09) 407 6030 Email: nat@saps.co.nz

1. Overview

Good Move Property Limited propose to adjust the boundaries of two adjoining properties that they own, and create one additional allotment. The subject sites are legally described as Lots 1 and 2 DP 514058 and are held in the Records of Title 96425 and 96426. The properties are located at the end of Ricker Road, and off Weka Lane (private access), in Ōkaihau.

Lots 1 - 3 are allotments with areas between 4.004ha and 4.0074ha, while Lot 4 has an area of 13.2131 and is to be amalgamated with adjoining Pt Section 4 Blk IV Omapere SD (NA89C/909) (an amalgamation condition to this effect is proposed).

The subject sites existing shares in Lot 9 DP 514058 will be retained by Lots 1 and 2, and an amalgamation condition to this effect is also proposed.

An existing bush protection covenant (Area 'V' on DP 514058) will be cancelled (via cancellation of existing consent notice conditions), and replaced with bush protection covenant areas 'B' and 'C' over Lots 4 and 1 respectively, resulting in the protection of an additional area of indigenous vegetation.

The two existing consent notices 8785437.1 and 11129238.3 will be cancelled as they relate to Lots 1 and 2 DP 514058 and replaced with a new set of consent notice conditions to be imposed as part of this consent.

Lot 1 will retain its existing access from Lodore Road, via existing right of way easements (Weka Lane).

Lots 2 and 3 will be accessed from Ricker Road, and easement 'A' is proposed over Lot 3 to secure access to the boundary of Lot 2. The northern end of Ricker Road and easement A are intended to be upgraded to private accessway standards.

Lot 4 will have access from Ricker Road via Pt Section 4 Blk IV Omapere SD. Lot 4 will no longer require the benefit of easements over Weka Lane that currently benefit Lot 2 DP 514058, and these will be cancelled as they relate to Lot 4.

The subject sites are zoned Rural Production in the Operative Far North District Plan, and the proposed subdivision complies with the discretionary activity standard for subdivision in the zone, as set out in Rules 13.7.2.1 and 13.9, which requires a 4ha minimum lot size. The existing carriageway width of Ricker Road does not comply with Council's Engineering Standards. This transportation aspect of the proposal is also a discretionary activity.

Under the Proposed Far North District Plan, the site is also zoned Rural Production. Relevant rules with immediate effect are EW-R12 and EW-R13, both of which can be satisfied as a permitted activity via consent conditions and an advice note. There are no other relevant rules with legal effect under the Proposed District Plan at this time.

This assessment accompanies the Resource Consent application made by the Applicant and is provided in accordance with Schedule 4 of the Resource Management Act 1991 ("RMA"). It is intended to provide the necessary information, in sufficient detail, to provide an understanding of the proposal and any actual or potential effects the proposed activity may have on the environment.

2. Description of Proposal

2.1 Subdivision and Boundary Adjustment

The purpose of the proposal is to adjust the boundaries of Lots 1 and 2 DP 514058 to facilitate the amalgamation of 13.2131ha (proposed Lot 4) with the adjoining rural property, with existing access from Ricker Road. The balance area of Lot 2 DP 514058 will comprise 4.0074ha (Lot 1), which is to retain its existing access from Weka Lane. The balance area of Lot 1 DP 514058 will be subdivided to create two lots (one additional Record of Title), being Lots 2 and 3 with areas of 4.0001ha and 4.0004ha respectively. The Scheme Plan is attached in **Appendix 1** and copied in **Figure 1**. All areas and dimensions are subject to final survey.

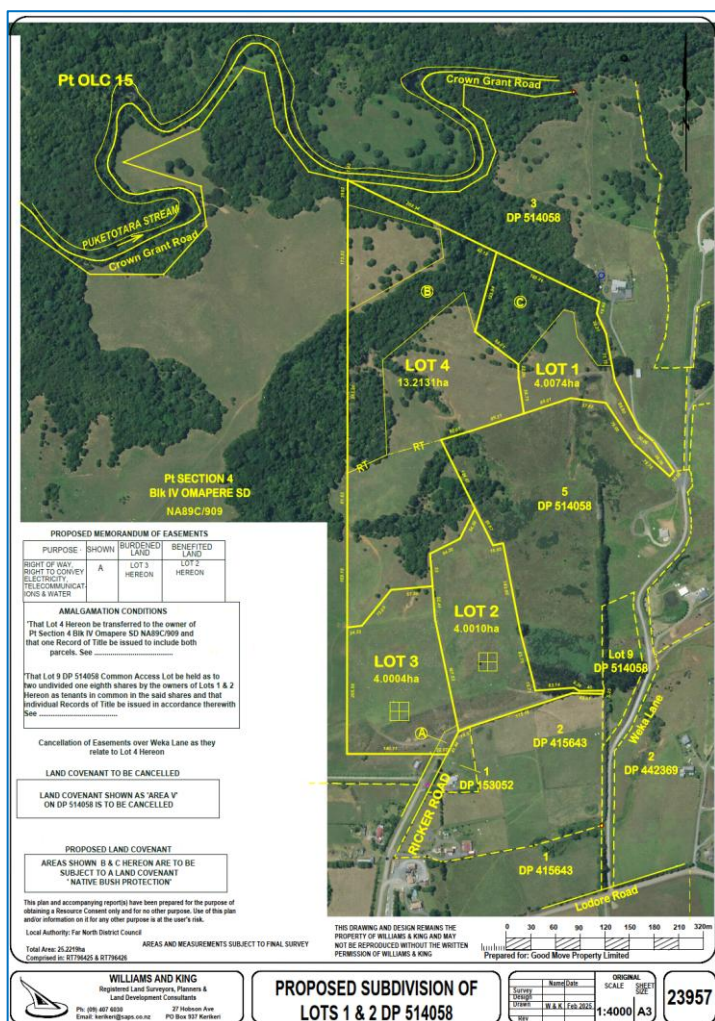


Figure 1: Proposed Scheme Plan.

Table 1: Summary of Proposed Subdivision

Lot Number	Area (Subject to Survey)	Existing / Proposed Use	Indigenous Bush Protection Covenants
Lot 1	4.0074ha	Vacant rural lifestyle lot.	Area C (to replace part covenant 'V' shown on DP 514058)
Lot 2	4.0010ha	Vacant rural lifestyle lot.	-
Lot 3	4.0004ha	Vacant rural lifestyle lot.	-
Lot 4	13.2131ha	Vacant rural lot. To be amalgamated with Pt Section 4 Blk IV Omāpere SD NZ89C/909	Area B (to replace part covenant 'V' shown on DP 514058)

Two amalgamation conditions are proposed, one to ensure that Lot 4 is amalgamated with the adjacent title, and another to deal with the existing undivided one eighth share that each of the subject lots has in Lot 9 DP 514058:

- *That Lot 4 Hereon be transferred to the owner of Pt Section 4 Blk IV Omapere SD NA89C/909 and that one Record of Title be issued to include both parcels.*
- *That Lot 9 DP 514058 Common Access Lot be held as to two undivided one eighth shares by the owners of Lots 1 & 2 Heron as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.*

2.2 Bush Protection Covenants Proposed and to be Cancelled

An existing bush protection covenant (Area 'V' on DP 514058) will be cancelled (via cancellation of existing consent notice conditions – see Section 2.3 below), and replaced with bush protection covenant areas 'B' and 'C' over Lots 4 and 1 respectively, resulting in the protection of an additional area of bush compared with the existing situation. The additional area can be seen in **Figure 2**, as the eastern area of covenant 'C', along the eastern boundary of proposed Lot 1.

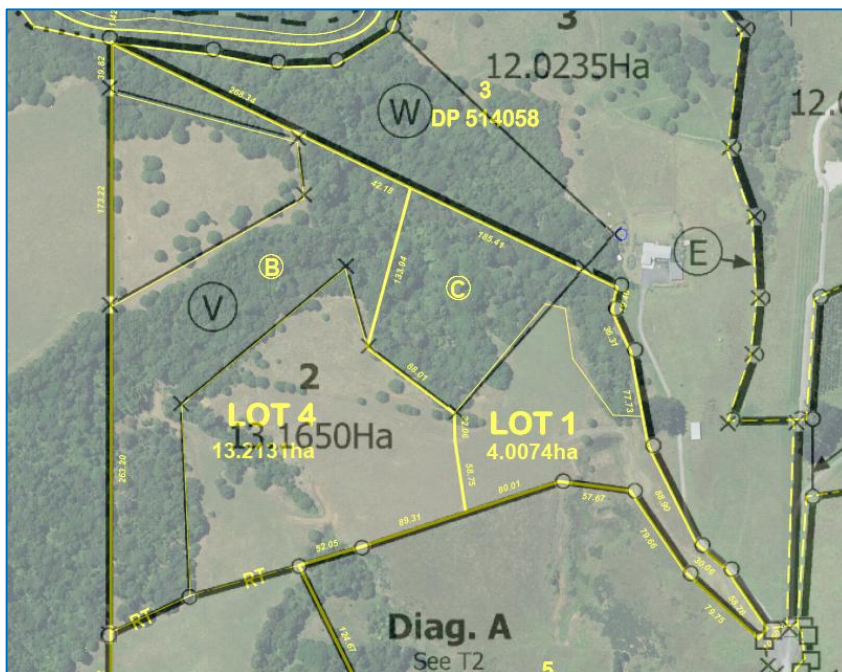


Figure 2: Existing Title Plan DP 514058 showing Area 'V' Overlaid onto Proposed Scheme Plan.

2.3 Consent Notice Conditions Proposed and to be Cancelled

The two existing consent notices 8785437.1 and 11129238.3 will be cancelled as they relate to Lots 1 and 2 DP 514058 and replaced with a new set of consent notice conditions to be imposed as part of this consent, including for the protection of bush with in areas 'B' and 'C'. Proposed consent notices can be collated and refined from 8785437.1 and 11129238.3, with draft conditions specified below.

Lots 1 and 4 DP XXXXXX

The living indigenous vegetation in areas 'B' and 'C' (bush covenant) as shown on the survey plan, shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of a resource consent. The owner shall be deemed not to be in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots – DP XXXXXX

Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunication services will remain the responsibility of the property owner.

In conjunction with the construction of a habitable building, and in addition to a potable water supply, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tanks or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509, otherwise by written approval from Fire and Emergency New Zealand.

In conjunction with an application for a building consent for a habitable building, the lot owner shall submit an Onsite Wastewater Report prepared by a Suitably Qualified and Experienced Person in accordance with AS/NZS 1547:2012 or TP58. The report must identify a suitable method of wastewater treatment for the proposed development along with an identified effluent disposal area plus the appropriately sized reserve disposal area. The report must confirm that all of the treatment and disposal systems can be fully contained within the lot boundary and comply with the Regional Plan Permitted Activity Standards, unless consent has been granted for any non-compliance.

Lots 1 - 4 are identified as being within a kiwi present zone. If any owner or occupier of, or visitor to the site keeps a dog on the lot, the dog must be micro-chipped, kept within a dog-proof fenced area or otherwise kept on a lead or under effective control when outside that area, must hold current kiwi-aversion training certification, and must be kept indoors or kenneled at night; and if any owner or occupier of, or visitor to the site keeps a cat on the lot, the cat must be de-sexed and micro-chipped and kept indoors at night.

2.4 Property Access, Proposed Easement 'A', Cancellation of Conditional Easements

Lot 1 will retain existing access from Weka Lane / Lodore Road, via existing easements which benefit existing Lot 2 DP 514058. There will be no change to this existing situation, and no additional traffic using Weka Lane.

Lots 2 and 3 will be accessed from the end of Ricker Road, with easement 'A' proposed over Lot 3 to secure access to the boundaries of Lot 2, over an existing track. It is proposed to upgrade access from the end of the existing Ricker Road formation to the boundary of Lot 2 to private accessway standards, i.e. the applicant will provide a 3m wide unsealed carriageway with stormwater control. The new accessway will continue in a straight alignment from the end of the existing Ricker Road formation, with no requirement for vehicles exiting the site to turn east or west, therefore splays are not required.

Lot 4 is to be amalgamated with the adjacent Pt Section 4 Blk IV Ompaere SD, which obtains existing access from Ricker Road. Lot 4 will no longer require the benefit of easements over Weka Lane that currently benefit Lot 2 DP 514058, and these will be cancelled as they relate to Lot 4. Council's permission pursuant to Section 243e of the RMA is therefore required to cancel Easements 'A', 'B', 'C' and 'E' in Easement Instrument 11129238.4 as they relate to Lot 4.

2.5 Earthworks

Earthworks to complete the subdivision involve the upgrade of private vehicle access, including stripping approximately 200mm of topsoil, excavation of subsoil, and laying approximately 250mm of roading aggregate. Taking into account approximately 50m³ of excavation (to be retained on site) and imported aggregate placed to form the accessway, the total amount will be approximately 140m³.

Erosion and sediment control measures can be installed in accordance with GD05 : Erosion and Sediment Control Guide for Land Disturbing Activities, and evidence that these have been installed can be supplied to Council's resource consent monitoring officer.

3. Application Site Details and Description

3.1 Location

The site is located at the northern end of Ricker Road and to the west of Weka Lane, between Waipapa and Ōkaihau. Refer to the Location and Cadastral Maps in **Figures 3** and **4**.



Figure 3: Location Map. Source: QuickMap.

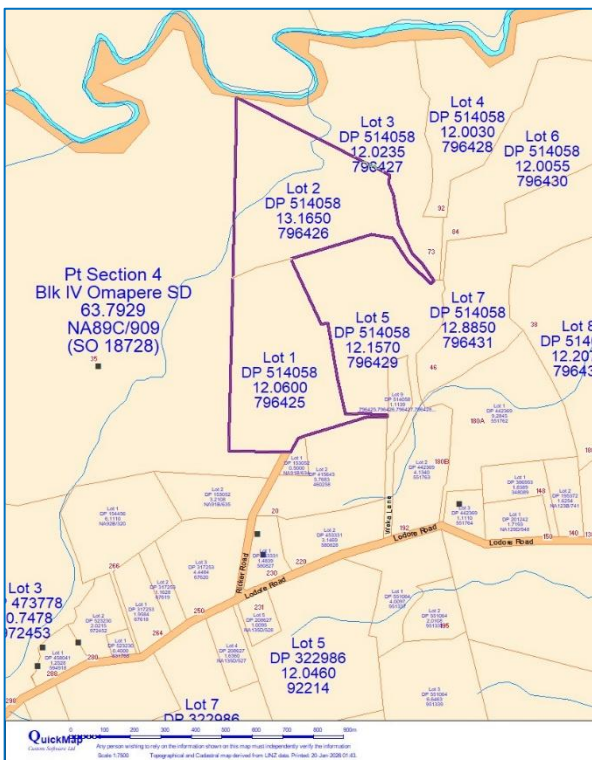


Figure 4: Cadastral Map. Source: QuickMap.

3.2 Legal Details

Legal details of the application sites are summarised in Table 2 and in the Records of Title (**Appendix 2**).

Table 2: Summary of Legal Details

RECORD OF TITLE	APPELLATION	TITLE AREA	INTERESTS
796425	Lot 1 DP 514058	12.0600ha more or less	<p><u>8785437.1</u> Consent Notice pursuant to Section 221 RMA 1991 <i>(to be cancelled)</i></p> <p>Subject to Section 241(2) RMA 1991 (affects DP 514058)</p> <p>Subject to Section 8 Mining Act 1971</p> <p>Subject to Section 168A Coal Mines Act 1925</p> <p><u>11129238.3</u> Consent Notice pursuant to Section 221 RMA 1991 <i>(to be cancelled)</i></p> <p>Land Covenant in Easement Instrument <u>11129238.5</u> - (limited as to duration) (Private Land Covenant)</p>
796426	Lot 2 DP 514058	13.2131ha more or less	<p><u>8785437.1</u> Consent Notice pursuant to Section 221 RMA 1991 <i>(to be cancelled)</i></p> <p>Appurtenant hereto is a right of way and a right to convey electricity, water, telecommunications and computer media created by Easement Instrument <u>8785437.3</u></p> <p>Some of the easements created by Easement Instrument <u>8785437.3</u> are subject to Section 243 (a) RMA 1991</p> <p><u>8796804.1</u> Variation of the conditions of the easement created by Easement Instrument 8785437.3</p> <p>Subject to Section 241(2) RMA 1991 (affects DP 514058)</p> <p>Subject to Section 8 Mining Act 1971</p> <p>Subject to Section 168A Coal Mines Act 1925</p> <p><u>11129238.3</u> Consent Notice pursuant to Section 221 Resource Management Act 1991 <i>(to be cancelled)</i></p> <p>The easements created by Easement Instrument <u>11129238.4</u> are subject to Section 243 (a) RMA 1991</p> <p>Appurtenant to Lot 2 DP 514058 is a right of way, right to convey electricity, telecommunications, computer media and pedestrian right of way created by Easement Instrument <u>11129238.4</u> <i>(to be cancelled as it relates to proposed Lot 4)</i></p> <p>Land Covenant in Easement Instrument <u>11129238.5</u> (limited as to duration) (Private Land Covenant)</p>

8785437.1 Consent Notice - Relevant Conditions:

Lot 4 – DP 442369

- iv. The living indigenous vegetation in areas 'X', 'Y' & 'Z' (bush covenant) as shown on the survey plan, shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of resource consent. The owner shall be deemed not to be in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots – DP 442369

- v. Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunications services will remain the responsibility of the property owner.

11129238.3 Consent Notice – Relevant Conditions

Lots 2, 3, 6 & 7 DP 514058

- (i) The living indigenous vegetation defined within the Bush Protection Areas V, W, X, Y, & Z shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of a resource consent application and decision. The owner shall be deemed to be not in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots

- (ii) In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for fire fighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509-2008.
- (iii) In conjunction with the construction of any building requiring a waste water disposal system the lot owner shall obtain a Building Consent and install the waste water treatment and effluent disposal system or an equivalent system as detailed in the report provided to satisfy condition 3(a) of this consent decision.
- (iv) The installation shall include an agreement with the system supplier or its authorised agent for the ongoing operation and maintenance of the wastewater treatment plan and the effluent disposal system.
- (v) The estimated cost of the installed system is \$12,000.00 + GST. The costing is valid at the date of issue of the 224(c) certificate.
- (vi) Following 12 months of operation of the wastewater treatment and effluent disposal system the lot owner shall provide certification to Council that the system is operating in accordance its design criteria.
- (vii) It has not been a condition of consent to require that power or telecommunications be reticulated to the boundary of the lot. It will be the responsibility of any future landowner to install these services to the lot as required. Please note that if an aerobic wastewater treatment plant is required for waste water disposal it requires power to operate.

3.3 Existing Land Use

The pasture over the site is used for cattle grazing and is fenced into paddocks for this purpose. Refer to **Photographs 1 – 5**.



Photograph 1: View over Lots 3 and 2 , over adjoining Lot 5 DP 514058, towards Lot 1.



Photograph 2: Existing access from Weka Lane to Lot 2.



Photograph 3: Looking East over approximate building site on Lot 2.



Photograph 4: Lot 3 approximate building site.



Photograph 5: View from Pt Section 4 Blk Omapere SD over Lots 2 – 4.



Photograph 6: View over northern end of Ricker Road towards easement A. Source: Google Streetview.

3.4 Natural & Recorded Features

The soils on the sites are categorised as Okaihau gravelly friable clay and Pungaere gravelly clay, being well to moderately well drained, and underlain by basalt of the Kerikeri Volcanic Group. The site has a predominant pasture cover with areas of indigenous bush around the tributaries of Puketotara Stream.

The subject site is not part of the coastal environment and does not include any areas of high or outstanding natural character, or outstanding natural landscapes or features as recorded in the Regional Policy Statement.

Lots 1 and 4 contain tributaries of Puketotara Stream, the margins of which are recorded within the Department of Conservation Protected Natural Area mapping as part of the 'Puketotara River Bush' ecological unit (P05/095) in the Natural areas of Kerikeri Ecological District.² Refer to **Figure 5**.

² Conning, L. & Miller, N. (1999): *Natural areas of Kerikeri Ecological District Reconnaissance Survey Report for the Protected Natural Areas Programme*. Department of Conservation, Whangarei, New Zealand.

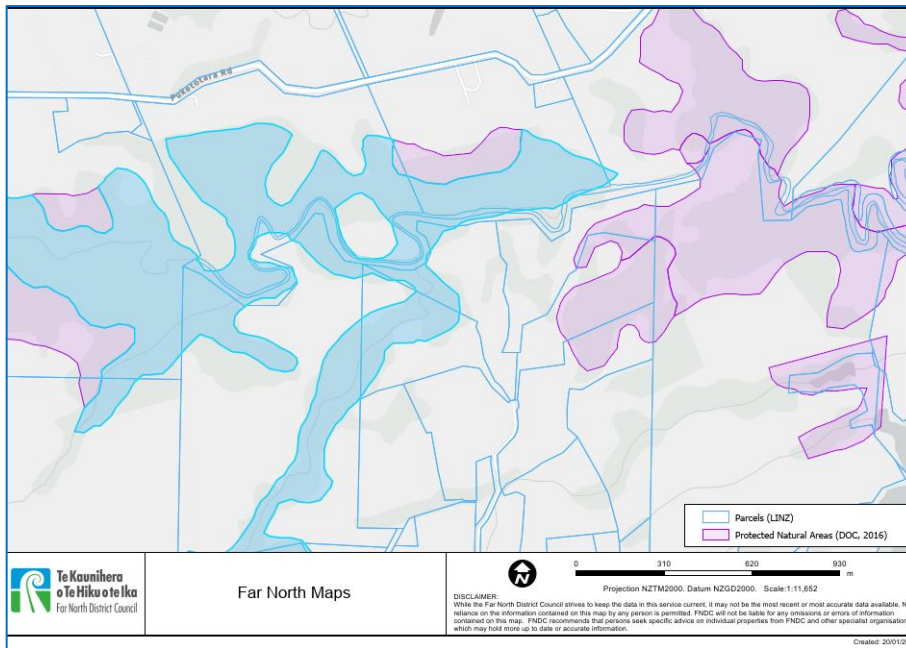


Figure 5: Reserves and protected areas map. Source: Far North Atlas.

The sites are mapped as being located within a 'kiwi present' habitat in Far North Atlas 'Natural environment' map.³

The mapping related to kiwi habitat and Protected Natural Areas are non-statutory documents.

The subject sites are zoned Rural Production under the Operative and Proposed District Plans. The site is mapped as predominantly comprising Land Use Capability ("LUC") unit 4e2, besides a small area of land in the south western corner of Lot 3, which is within LUC Unit 3s2. Refer to **Figure 6** below.

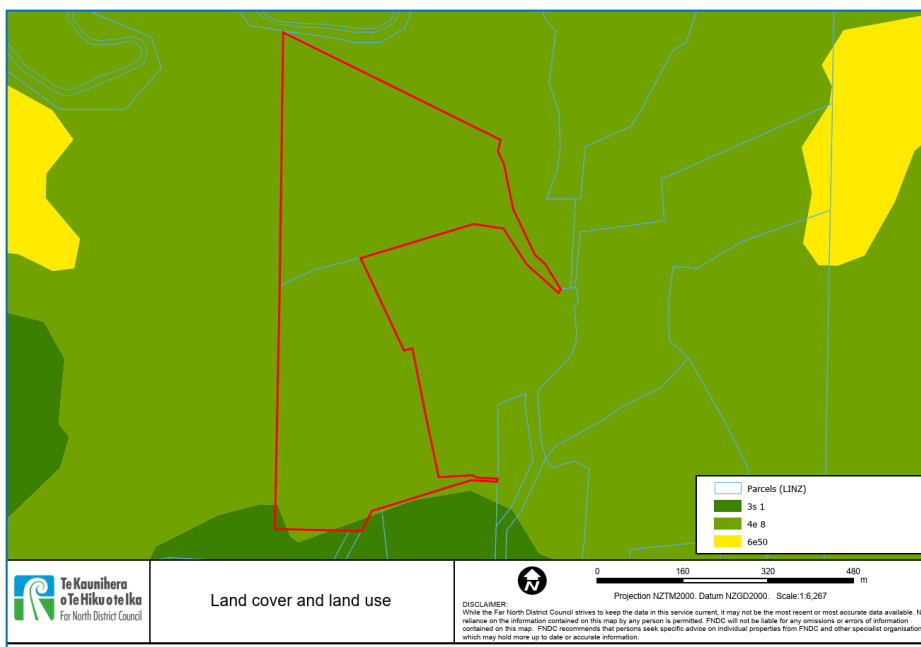


Figure 6: Land cover and land use map. Source: Far North Maps.

³<https://experience.arcgis.com/experience/df5f99f47450498f978166472b3500eb/page/Page?views=Natural-environment>
Kiwi distribution (DOC, 2018) is a collation of field observations, active recovery projects and professional experience. Boundaries are based on best possible judgement and should be viewed at a scale out beyond 1:250,000. See Kiwi call count monitoring of Northland brown kiwi.

Of these two units, 3s2 meets the definition of 'highly versatile soils' as per the Regional Policy Statement and 'highly productive land' as per the transitional provisions of the National Policy Statement for Highly Productive Land 2022. The remaining unit, covering the majority of the land, does not meet these definitions.

3.5 Surrounding Land

The character of the surrounding environment is based on the existing attributes of the rural, modified and natural environment, which is made up of rural pastoral land, bush clad gullies and rural lifestyle sites. There is a higher density of rural lifestyle and rural residential sites located close to public roads (Lodore Road and Ricker Road) and shared private accessways where access and services are more readily available.

3.6 Vehicle Access

Lot 1 DP 514058 has a 22.57m long frontage to the northern end of Ricker Road, via a track formed from the termination of the Ricker Road formation.

Lot 2 DP 514058 is accessed from Lodore Road via easements 'A', 'B' and 'C' DP 514058 over Lot 5 DP 514058 (Weka Lane, private access).

Ricker Road is described as an unmaintained legal road with a typical unsealed rural roading standard cross-section. Its northern portion is a 3m wide unsealed carriageway with the southern portion being 4m wide carriageway. The road is largely straight with open forward sight distance throughout the approximate 350m length of the road. The surface is in good condition. The posted speed limit on the adjacent Lodore Road is 60 km/hr.

Weka Lane is a private road, with an unsealed formation over Right of Way easement A on DP 514058, having been formed pursuant to conditions of subdivision consent RC 2160188. These required formation of a 5m wide metalled carriageway.

4. District Plan Assessment

4.1 Far North Operative District Plan

The application site is zoned Rural Production and is not subject to any Resource Features. The proposal is assessed against the relevant rules of the Operative District Plan as follows.

4.1.1 Rural Production Zone

Rule	Discussion	Compliance
8.6.5.1 PERMITTED ACTIVITIES		
8.6.5.1.1 Residential Intensity	No issues.	Complies
8.6.5.1.2 Sunlight	No issues.	Complies
8.6.5.1.3 Stormwater management	Existing / anticipated future coverage on each lot will be less than 15%.	Complies
8.6.5.1.4 Setback from Boundaries	No issues.	Complies

4.1.2 Natural & Physical Resources

Rule	Discussion	Compliance
PERMITTED ACTIVITIES		
12.3.6.1.1 Excavation and/or filling ...	Minor earthworks are required to upgrade private access; within the permitted activity limits.	Complies
12.7.6.1.4 Land use activities involving discharge of human sewage effluent	Each vacant lot has area for the on-site treatment and disposal of wastewater, which can be located more than 30m any waterbody.	Complies

4.1.3 Subdivision

Rule	Discussion	Compliance
13.6 GENERAL RULES		
13.6.5 Legal Frontage	Lot 1 retains legal frontage to Lodore Road via Weka Lane (existing Right of Way). Lots 2 and 3 will have legal frontage to Ricker Road (Lot 2 via ROW A). Lot 4 will be amalgamated with Pt Section 4 Blk V Omapere SD, which has direct legal frontage to Ricker Road.	Complies
13.6.8 Subdivision Consent Before Work Commences	Earthworks required to complete the proposal are within permitted activity limits.	Complies
13.6.12 Suitability for Proposed Land Use	The land is considered suitable for the proposal. Detailed geotechnical assessment will be undertaken at Building Consent stage.	Complies
13.7 CONTROLLED ACTIVITIES		
13.7.2.1 Minimum Area for Vacant New Lots	The areas of Lots 1 - 3 do not comply with the controlled activity minimum lot size.	Does not comply
13.7.2.2 Allotment Dimensions	Each lot includes a dimension of 30 x 30m, plus 10m boundary setbacks.	Complies
13.8 RESTRICTED DISCRETIONARY ACTIVITIES		
13.9.1 Subdivision within the Rural Production zone	Lots 1 – 3 do not comply with the restricted discretionary activity minimum lot size or one off subdivision opportunities.	Does not comply
13.9 DISCRETIONARY (SUBDIVISION) ACTIVITIES		
13.9.1 Minimum Net Area for Vacant New Lots ...	Each lot achieves a minimum lot size of 4ha.	Complies

4.1.4 Financial Contributions

Rule	Discussion	Compliance
PERMITTED ACTIVITIES		
14.6.1 Esplanade Areas	Tributaries of Puketotara Stream will be retained within lots exceeding 4ha.	No esplanade areas necessary.

4.1.5 Transportation

Rule	Discussion	Compliance
15.1.6C.1 PERMITTED ACTIVITIES		
15.1.6C.1.1 Private Accessway in all Zones	Internal access will be formed over Easement 'A' to provide a 3m wide unsealed carriageway, in accordance with this Rule.	Complies

	There is no increase in sites, traffic or potential household equivalents using Weka Lane.	
15.1.6C.1.3 Passing Bays on Private Accessways in all Zones	Passing bays not required, as easement A will serve only two lots.	Complies
15.1.6C.1.5 Vehicle crossing standards in Rural ... Zones	A vehicle crossing off Ricker Road will be formed in general accordance with this Rule (splays not required give the location).	Complies
15.1.6C.1.7 General Access Standards	Adequate area for existing / future onsite manoeuvring is available on each lot.	Complies
15.1.6C.1.8 Frontage to Existing Roads	Ricker Road has sufficient legal width. Its carriageway width does not comply with FNDC Engineering Standards and Guidelines.	Does not comply
15.1.6C.2 DISCRETIONARY ACTIVITIES		
15.1.6C.2 Discretionary Activities	As Rule 15.1.6C.1.8 is not met, the proposal is a discretionary activity.	Complies

4.1.6 Summary of Activity Status under the Far North Operative District Plan

Overall, the proposal has been assessed as a discretionary activity.

4.2 Far North Proposed District Plan

The application site is zoned Rural Production in the Far North Proposed District Plan. The proposal is assessed against the relevant rules of the Proposed District Plan as follows.

4.2.1 Area-Specific Matters - Rural Production Zone

Rule	Discussion	Compliance
RPROZ-R2 Impermeable Surface Coverage	Existing and anticipated future coverage on Lots 1 - 4 will be less than 15%.	These rules do not have legal effect.
RPROZ-R3 Residential Activity	No issues.	
RPROZ-S2 Height in Relation to Boundary	No issues.	
RPROZ-S3 Setback	No issues.	
RPROZ-S5 Building or Structure Coverage	Existing and anticipated future coverage on each lot will be less than 12.5%.	

4.2.2 District-Wide Matters – General District-Wide Matters – Energy, Infrastructure, & Transport - Transport

Rule	Discussion	Compliance
TRAN-R2 Vehicle crossings and access, including private accessways	Shared private access over easement 'A' will serve less than 8 household equivalents and is not off the road types listed in PER-3. Access widths will be sufficient for fire fighting, manoeuvring will be available within the lots. Passing bays not required. There will be no unused vehicle crossings. Vehicle crossing will comply with TRAN-S2.	This rule does not have legal effect.

4.2.3 District Wide Matters – Subdivision

Rule	Discussion	Compliance
SUB-R3 Subdivision of land to create a new allotment.	<p>CON-1</p> <ul style="list-style-type: none"> Each lot includes a 30 x 30m dimension, plus 10m boundary setbacks. Onsite water storage, including for fire-fighting is proposed. Stormwater management to be achieved on site. On-site wastewater disposal is feasible. Power and telecommunications connections can be supplied at land use stage if required. Easements are shown on the scheme plan. <p>CON-2</p> <ul style="list-style-type: none"> Controlled and discretionary activity minimum allotment sizes are not achieved by Lots 1 - 3. No esplanade reserve requirements. 	This rule does not have legal effect.

4.2.4 Earthworks

Rule	Discussion	Compliance
EW-R6 Earthworks for formation ... of ... private accessways	Earthworks will be undertaken for this purpose. Standards reported on below.	This rule does not have legal effect.
EW-R12 Earthworks and the discovery of suspected sensitive material	An Accidental Discovery Protocol advisory note can be added to the resource consent.	Complies. Refer to EW-S3 below.
EW-R13 Earthworks and erosion and sediment control	Erosion and sediment control will be implemented in association with the proposed earthworks.	Complies. Refer to EW-S5 below.
EW-S1 Maximum earthworks thresholds.	Less than 5000m ³ / 2,500m ² proposed.	These rules do not have legal effect.
EW-S2 Maximum depth and slope	Will comply.	
EW-S3 Accidental Discovery Protocol	Will be complied with.	Complies
EW-S4 Site reinstatement	Will comply.	This rule does not have legal effect.
EW-S5 Erosion and sediment control	Will be complied with.	Complies

4.2.5 Summary of Activity Status under the Far North Proposed District Plan

Rules with legal effect are EW-R12 and EW-R13, both of which can be satisfied as a permitted activity via consent conditions and an advice note.

5. Assessment of Environmental Effects

Clauses 6 and 7 of Schedule 4 of the RMA indicate the information requirements and matters that must be addressed in or by an assessment of environmental effects, both of which are subject to the provisions of any policy statement or plan.

5.1 Allotment Sizes and Dimensions

The subdivision and boundary adjustment design creates Lots 1 – 3 with minimum areas of 4ha, while amalgamating Lot 4 with an adjoining farm. The resulting layout of allotments remains consistent with the pattern of existing development along Lodore Road, and off Ricker Road, which includes a number of rural lifestyle sites, typically located close to the road, interspersed with larger rural blocks. Overall, it is considered that the proposed subdivision is in context with the wider rural settlement pattern, in order to retain the overall character of the existing natural and built environment. As such, the direct and cumulative adverse effects on the wider environment generated by the proposal will be less than minor, and the size of the proposed lots is suitable for their proposed land use activity.

5.2 Natural and Other Hazards

The site is not subject to any mapped natural hazards, and there is no significant risk from natural hazards that would cause Section 106 of the RMA to apply.

The proposed subdivision does not have any known adverse effects related to soil contamination - see Section 6.1.1 of this Report.

The typical consent notice condition, requiring that the on-site water supply that is established at the time that a dwelling is built on the lots be suitable for fire fighting use, will be reapplied. Likewise, the suitability of vehicle access for use by fire fighting vehicles will depend on the final location and design of the dwelling and its individual access. Those matters aside, each lot has suitable building areas that are located more than 20m from areas of vegetation, in order to avoid and minimise the risk of fire hazard to a less than minor level.

5.3 Water Supply

Potable water to Lots 1 - 4 will be supplied within each lot via collection and storage of rainwater. The typical consent notice condition, which requires onsite water supply to be designed to be adequate for fire-fighting purposes, can be applied. The proposal will not result in any adverse effects in terms of water supply.

5.4 Stormwater Disposal

Future development of Lots 1 - 4 is likely to result in a small percentage of impermeable area within the sites, all of which will comply with the permitted activity standard of the Rural Production Zone of the Operative District Plan.

Conceptual stormwater management for the subdivision will include runoff from developed surfaces being discharged onto gentle slopes in a dispersive manner, where the water will be absorbed by the well to moderately well drained soils. In very heavy rainfall events, surplus runoff will drain as a sheet flow towards natural gully features before entering tributaries of Puketotara Stream. Stormwater management within the proposed subdivision can be designed to control stormwater flows, reduce scour and ensure compliance with District and Regional Plan rules. In particular:

- To receive the maximum treatment benefits from overland flow stormwater shall be dispersed via a spreader bar device onto a gently sloping grassed or well vegetated surface.

- Rainwater collection tanks on each Lot, with overflows piped to dispersed outlets.
- Use of grass lined swales along accessways.

With the proposed management of stormwater at subdivision stage, it is considered that the effects of the proposal in terms of stormwater quality and quantity will be less than minor.

5.5 Sanitary Sewage Disposal

On-site treatment and disposal of wastewater is likely to comprise secondary wastewater treatment quality with surface or subsurface laid dripper lines. This will be subject to final design depending on the house site location and occupancy. As there is sufficient room and suitable site conditions for onsite wastewater treatment and disposal, and this will be achievable in accordance with the relevant permitted activity District and Regional rules, it is considered that the proposal avoids adverse effects in relation to sanitary sewage disposal.

Final design of the effluent treatment and disposal system will be submitted at building consent stage, and a consent notice condition for Lots 1 - 4 to this effect can be applied.

5.6 Energy & Telecommunications Supply

Top Energy has nil requirements. Refer to the correspondence from Top Energy in **Appendix 3**. No new connections will be installed as part of this subdivision given that the subdivision does not create urban allotments. The standard consent notice condition advising that electricity and telecommunications have not been made a condition of the subdivision consent can be applied to Lots 1 - 4.

5.7 Easements for any Purpose

Easement 'A' over Lot 3 is shown on the Scheme Plan for right of way, and the right to convey electricity, water and telecommunications. This facilitates access to Lot 2 over Lot 3.

5.8 Property Access

The additional traffic generated by the proposal is in the order of ten daily one-way traffic movements off Ricker Road, with no additional traffic using Weka Lane. Vehicle access to the boundary of Lots 2 - 3 will be formed to a suitable private accessway standard, while Lot 1 will not require any alterations. Lot 4 will be accessed for farming in conjunction with the title with which it will be amalgamated.

With these upgrades proposed, the proposal is considered to provide a reasonable and adequate level of service, which sufficiently mitigates against any adverse effects of increased traffic movements.

5.9 Earthworks and Utilities

Earthworks to complete the subdivision involve the upgrade of private vehicle access over easement A. Taking into account approximately 50m³ of excavation (to be retained on site) and imported aggregate placed to form the accessway, the total amount will be approximately 140m³.

Erosion and sediment control measures can be installed in accordance with GD05 : Erosion and Sediment Control Guide for Land Disturbing Activities, and evidence that these have been installed can be sent to Council's resource consent monitoring officer. Adverse effects related to earthworks can be avoided through the implementation and monitoring of standard erosion and sediment control measures.

No new above ground utilities are proposed.

5.10 Building Locations

Lot 4 will be amalgamated with adjoining Pt Section 4 Blk IV Omapere SD, while Lots 1 – 3 contain suitable building sites which are free from natural hazards, and are suitably orientated to take advantage of passive solar gain.

5.11 Preservation of Heritage Resources

The proposed lots do not contain any recorded heritage resources or sites of cultural significance. Besides upgrade of existing access formations, no earthworks or other land disturbance is proposed as part of the subdivision. Nevertheless, the standard Accidental Discovery Protocol advice note can be applied to the consent, outlining the procedures to be followed should any archaeological sites be inadvertently uncovered, in order to avoid adverse effects on heritage resources.

5.12 Vegetation and Fauna

The property includes areas of indigenous vegetation, which are subject to proposed protection via land covenants and corresponding consent notice condition. These areas form part of the Puketotara River Bush ecological unit within the Kerikeri Ecological District, as mapped by the Department of Conservation.

The existing land covenants and consent notice conditions protect existing vegetation within the Puketotara River Bush ecological unit and this protected area will be extended to include an area of indigenous vegetation on the eastern boundary of Lot 1. The proposal itself avoids direct adverse effects on indigenous vegetation, and in the long term, a positive effect may ensue as this vegetation will be permanently protected.

Potential adverse effects on kiwi habitat will arise through the potential intensification of residential activity over the subject site, through future residential development on the additional title being created. These effects are able to be avoided and mitigated through standard consent notice conditions, allowing pets to be permitted to remain on the lots with appropriate conditions for dogs requiring micro-chipping, kiwi aversion training, being kept within a dog proof fence, on a lead or under effective control when outside the fenced area, being kept in a kennel at night, and for cats, that they be de-sexed and kept indoors at night. With these controls in place, it is considered that potential adverse effects on kiwi can be avoided and mitigated to present a less than minor effect.

The site includes tributaries of Puketotara Stream. These are generally situated at the base of the gullies within the bush covenant areas, where earthworks and vegetation clearance will be avoided. The new lots have ample area, allowing them to be developed while maintaining suitable setbacks from these freshwater areas. Provided that best practice erosion and sediment control is undertaken during access upgrades and in long term stormwater disposal to avoid exacerbating erosion and prevent sediment from entering the freshwater features within the site, adverse effects on the freshwater quality can be avoided.

5.13 Landscape Preservation

The proposed lots do not contain any recorded landscape features, or sites of cultural significance. The site is not within the coastal environment. The proposed subdivision is considered to avoid adverse landscape effects.

5.14 Soil

The site is mapped as predominantly comprising Land Use Capability ("LUC") unit 4e2, excluding small areas of land within the south western corner and over easement 'A' in Lot 3, which are within LUC Unit 3s2 in the NZ Land Resource Inventory Worksheets. The mapped Land Use Capability

class IV does not meet the definition of 'highly productive land' under the National Policy Statement for Highly Productive Land or of 'highly versatile soils' in the Regional Policy Statement, while class III does.

The extent of the class III soils on the site are indicated in **Figure 6**. Over Lot 3, the area of class III soils is approximately 1,300m², and it can be seen that a negligible area of Class III soils in Lot 3 is located at the south western and south eastern corners of the lot, partly occupied by an existing access track, on the northern edge of the LUC unit, which encompasses an existing area of rural lifestyle development at the intersection of Ricker and Lodore Roads.

Lots 1 - 3 have been located where they will cause the least disruption to the continued farming operation on Lot 4. They are located close to the existing public and private access, to reduce the need for new access to be formed, besides individual driveways to future building sites.

Future development on Lot 3 is unlikely to involve the construction of buildings and private driveways over the class III soils, with the exception of upgrading access over easement 'A', where an existing track is formed.

Further, through additional permanent legal protection of existing vegetation within the steep riparian margins is considered to contribute to the ability to safeguard the life supporting capability of soil in these areas through preserving their physical, chemical and biological properties.

5.15 Access to Reserves and Waterways

Tributaries to Puketotara Stream will be retained within Lots 1 and 4, and will be located with proposed bush covenant areas, within lots exceeding 4ha in area. The proposal has no implications in terms of public access to reserves or waterways and does not necessitate the provision of an esplanade reserve or strip.

5.16 Land Use Compatibility

The proposed lots are located in a predominantly rural environment. They are of sufficient size that they can achieve suitable setbacks from existing farming activities with space for further planting around their boundaries. Overall, the proposed subdivision is not considered to generate any adverse effects associated with land use compatibility or reverse sensitivity issues that will be more than minor.

6. Statutory Assessment

Section 104(1)(b) of the RMA requires the consent authority, subject to Part 2 of the Act, to have regard to any relevant provisions of a national environmental standard, other regulations, a national policy statement, a New Zealand coastal policy statement, a regional policy statement, a plan or proposed plan, and any other matter the consent authority considers relevant and reasonably necessary to determine the application. Of relevance to the proposed activity are the following documents, which are commented on in the proceeding Sections 6.1 – 6.6 of this Report. This is followed by an assessment of Part 2 of the Act.

- *Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011*
- *Resource Management (National Environmental Standards for Freshwater) Regulations 2020*
- *National Policy Statement for Highly Productive Land*
- *National Policy Statement for Indigenous Biodiversity*
- *National Policy Statement for Natural Hazards*
- *Regional Policy Statement for Northland*
- *Operative Far North District Plan*
- *Proposed Far North District Plan*
- *Proposed Regional Plan for Northland*

6.1 National Environmental Standards

6.1.1 Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 (“NESCO”)

The subject land is not recorded on the Northland Regional Council Selected Land-use Register as a site that has been used for any activity included in the Ministry for the Environment’s Hazardous Activities and Industries List.⁴

Review of historic aerial photography using Retrolens, and more recent aerial and satellite photography indicates that the property has been predominantly in pasture since 1953, with areas of natural vegetation in the steeper parts of the site.⁵ An area of pines was recently cleared along the southern areas of Lots 2 and 3. There is no apparent evidence that the site has been used for any of the activities listed on the Hazardous Activities and Industries List.

Therefore, using Method 6(2), the subject site is not considered to be a ‘piece of land’ in terms of the above regulations.

6.1.2 Resource Management (National Environmental Standard for Freshwater) Regulations

The subject site does not include any mapped wetland areas within the Northland Regional Council Biodiversity Wetlands mapping. No earthworks, vegetation removal, or discharge or diversion is proposed within 100m of a natural inland wetland as part of this subdivision.

The site contains tributaries of Puketotara Stream, however no works affecting these riparian areas are proposed.

Therefore, the proposal is not considered to have any implications in terms of Part 3 (Standards for other activities that relate to freshwater), Subparts 1 and 3, of the above regulations.

6.2 National Policy Statements

6.2.1 National Policy Statement for Highly Productive Land 2022 – Amended August 2024 (“NPS-HPL”)

Council must, subject to Part 2 and section 77M, have regard to any relevant provisions of the NPS-HPL, as specified in Section 104(1)(b) of the RMA.

The sole objective of the NPS-HPL is that “highly productive land is protected for use in land-based primary production, both now and for future generations”.

The subject site is zoned Rural Production under the Operative and Proposed District Plans. Lot 3 contains a small area of Land Use Capability (“LUC”) unit 3s2 land, which meets the definition of ‘highly productive land’ in the NPS-HPL. The most relevant policy of the NPS-HPL in terms of this proposed activity is Policy 7:

Policy 7: The subdivision of highly productive land is avoided, except as provided in this National Policy Statement.

⁴ Northland Regional Council (n.d.): *Selected Land-use Register Map*. Retrieved 20 January 2026 from <https://localmaps.nrc.govt.nz/localmapviewer/?map=65b660a9454142d88f0c77b258a05f21>

⁵ Sourced from <http://retrolens.nz> and licensed by LINZ CC-BY 3.0

The implementation of Policy 7 is guided by Section 3.8 of the NPSHPL, the relevant parts of which are commented on below.

3.8 Avoiding subdivision of highly productive land

(1) Territorial authorities must avoid the subdivision of highly productive land unless one of the following applies to the subdivision, and the measures in subclause (2) are applied:

(a) the applicant demonstrates that the proposed lots will retain the overall productive capacity of the subject land over the long term:

(2) Territorial authorities must take measures to ensure that any subdivision of highly productive land:

(a) avoids if possible, or otherwise mitigates, any potential cumulative loss of the availability and productive capacity of highly productive land in their district; and

(b) avoids if possible, or otherwise mitigates, any actual or potential reverse sensitivity effects on surrounding land-based primary production activities.

Figure 6 on Page 11 of this report shows the extent of class III soils over the subject site. The majority of the site does not meet the definition of 'highly productive land' under this National Policy Statement. To reiterate, the class III soils encompass a small corner at the south west of Lot 3 and over easement 'A', where access has already been formed. Over Lot 3, the area of class III soils is approximately 1,300m².

RMA Section 104(1)(b) requires Council to "have regard to" the NPS HPL when considering an application for resource consent, and Council may give this matter weight as it sees fit, and as part of a fair evaluation of the overall application.

The proposed boundary adjustment and subdivision does not separate the areas of highly productive land into separate titles; regardless, the long term overall productive capacity of the land is considered to remain practically unchanged as a result of the subdivision, as per clause 3.8(1)(a). With reference to **Figure 6** of this report, it can be seen that the area of Class III soils within Lot 3 is located on the sloping land in the south west corner of the lot and over ROW 'A' where there is an existing access formation. This land is not of a size that would cater for a commercially viable productive use.

Land use compatibility is a relevant matter in terms of any measures to avoid or otherwise mitigate any actual or potential reverse sensitivity effects on surrounding land-based primary production activities. This matter is relevant in considering how the future rural lifestyle use of Lots 1 – 3 will interact with surrounding land-based primary production activities. Lots 1 - 3 have been located where they will cause the least disruption to the continued farming operation on the Record of Title made up of Lot 4 and Pt Section 4 Blk IV Omapere SD. Lots 1 – 3 may be developed with a dwelling and accessory buildings with a curtilage containing lawn and gardens, while the remainder may be used for small scale rural production activities, for example, grazing stock, or for keeping horses.

In this location, immediately surrounding land-based primary production activities predominantly occur in the form of pasture production for stock grazing, which by nature produces little and infrequent effect in terms of dust, noise, odour and other emissions, and spray drift. The sloping area along the southern boundaries of Lots 2 and 3 has been planted in a manuka species for honey production; however, this is not an activity that is likely to generate any off site effects.

The dimensions of Lot 1 - 3 are large enough that there are multiple building sites available, and adequate setbacks between future dwellings and surrounding properties can be achieved. There is ample area available for screen planting or landscaping to provide separation along the external boundaries of the lot. Potential reverse sensitivity effects on areas of continued primary production on Lot 4 are able to be self-managed on the lot and no conditions are considered necessary.

6.2.2 National Policy Statement for Indigenous Biodiversity (“NPS-IB”)

The objective of the above policy statement is set out in 2.1, as copied below:

(1) The objective of this National Policy Statement is:

- (a) to maintain indigenous biodiversity across Aotearoa New Zealand so that there is at least no overall loss in indigenous biodiversity after the commencement date; and*
- (b) to achieve this:*
 - (i) through recognising the mana of tangata whenua as kaitiaki of indigenous biodiversity; and*
 - (ii) by recognising people and communities, including landowners, as stewards of indigenous biodiversity; and*
 - (iii) by protecting and restoring indigenous biodiversity as necessary to achieve the overall maintenance of indigenous biodiversity; and*
 - (iv) while providing for the social, economic, and cultural wellbeing of people and communities now and in the future.*

There is no SNA included in the district plan, or as identified in a policy statement or plan.

The 17 listed policies set out to achieve this objective. Of most relevant to this proposal is Policy 8:

Policy 8: The importance of maintaining indigenous biodiversity outside SNAs is recognised and provided for.

Part 3 guides the implementation of the NPSIB. Of relevance is the following approach to implementing the NPSIB.

3.16 Indigenous biodiversity outside SNAs

(1) If a new subdivision, use, or development is outside an SNA and not on specified Māori land, any significant adverse effects of the new subdivision, use, or development on indigenous biodiversity outside the SNA must be managed by applying the effects management hierarchy.

Effects Management Hierarchy is defined as follows.

effects management hierarchy means an approach to managing the adverse effects of an activity on indigenous biodiversity that requires that:

- (a) adverse effects are avoided where practicable; then*
- (b) where adverse effects cannot be avoided, they are minimised where practicable; then*
- (c) where adverse effects cannot be minimised, they are remedied where practicable; then*
- (d) where more than minor residual adverse effects cannot be avoided, minimised, or remedied, biodiversity offsetting is provided where possible; then*
- (e) where biodiversity offsetting of more than minor residual adverse effects is not possible, biodiversity compensation is provided; then*
- (f) if biodiversity compensation is not appropriate, the activity itself is avoided.*

Direct ecological effects are avoided as the subdivision does not necessitate any clearance of indigenous vegetation, and as future building sites are available in areas which will not disturb any indigenous vegetation. Land covenants are retained and proposed over areas of indigenous vegetation within the site, to ensure that they are preserved. Potential adverse effects on kiwi habitat through the introduction of new dwellings are able to be mitigated to be no more than minor through typical consent notice conditions, including the requirement that dogs be kept within dog proof fenced areas, on a lead or under effective control when outside the fenced area, and being kept indoors or in a kennel at night, in addition to them being micro-chipped and having kiwi aversion training. It is therefore considered that the proposal is consistent with the above National Policy Statement.

6.2.3 National Policy Statement for Natural Hazards (“NPS-NH”)

Risk Matrix

When undertaking an assessment of natural hazard risk, the following risk matrix and associated tables must be applied to enable assessment of the consequence level and likelihood level and to determine the level of natural hazard risk applicable.

There are no recorded natural hazards that affect the subject land. All lots have building platforms elevated well above the Puketotara Stream. Erosion can be avoided, subject to maintaining vegetation cover. Finally, there is a low risk of subsidence or slippage, which can be addressed at building consent stage.

Therefore, the likelihood level (using Table 1) is considered has been classified as ‘Unlikely’. The consequence level (Table 2) can be described as minor.

Therefore, the level of natural hazard risk is considered to be low.

Part 2: Objective and policies

2.1 Objective

- 1. Natural hazard risk to people and property associated with subdivision use and development is managed using a risk-based proportionate approach.*

Comment: This has been considered using the risk matrix and in response to the policies below.

2.2 Policies

Policy 1: *When considering natural hazard risk associated with subdivision, use or development, the risk level must be assessed using the risk matrix.*

Comment: A low level of natural hazard risk has been assessed.

Policy 2: *Natural hazard risk associated with subdivision, use and development must be managed using an approach that is proportionate to the level of natural hazard risk.*

Comment: Specific engineering design of foundations can be completed at building consent stage.

Policy 3: *Where subdivision, use or development is assessed as having very high natural hazard risk, that risk must be avoided.*

Not applicable.

Policy 4: *Where subdivision, use or development, including any associated mitigation measures, will create or increase significant natural hazard risk on other sites, that risk must be avoided or mitigated using an approach that is proportionate to the level of natural hazard risk.*

Not applicable.

Policy 5: *Natural hazard risk assessment and decisions must be based on the best available information and must be made even when that information is uncertain or incomplete.*

Latest NRC Natural Hazard mapping has been referred to.

Policy 6: *The potential impacts of climate change to at least 100 years into the future must be considered.*

Not applicable.

6.3 Regional Policy Statement for Northland (“RPS”)

The subject site is not in the coastal environment, does not include any outstanding natural landscapes or features and does not include any areas of high or outstanding natural character. The relevant policies from the RPS are addressed below.

Policy 4.4.1 – Maintaining and protecting significant ecological areas and habitats. As the site is outside the coastal environment, clause (1) requires subdivision, use and development to avoid,

remedy or mitigate adverse effects so that they are no more than minor on threatened or at risk indigenous taxa, significant indigenous vegetation and habitats, and areas set aside for protection of indigenous biodiversity under other legislation. Where clause (1) does not apply, clause (3) specifies that subdivision, use and development must avoid, remedy or mitigate adverse effects on areas of predominantly indigenous vegetation, habitats of indigenous species important for recreational, commercial, traditional or cultural purposes, and indigenous ecosystems and habitats that are particularly vulnerable to modification. Where adverse effects cannot be reasonably avoided, remedied or mitigated, clause (5) suggests consideration of the next steps in the mitigation hierarchy.

This proposed subdivision and subsequent land use activities are consistent with policies (1) and (3), as they do not necessitate the clearance of indigenous vegetation and furthermore, provides for the permanent protection of additional areas of indigenous bush compared with the existing situation (this includes vegetation within the Department of Conservation's protected natural area mapping). The proposal therefore avoids direct effects arising from clearance of indigenous vegetation. Potential indirect adverse effects arising from increased residential use on the land, including the keeping of pets that may threaten bird life, can be avoided and mitigated through ensuring that future owners keep their pets responsibly, using standard consent notice conditions.

Policy 5.1.1 – Planned and coordinated development, requires co-ordinated location, design and building or subdivision, use and development. Relevant matters are listed under (a), (c), (e), (f), (g) and (h). These matters have been considered in preceding sections of this report. In particular:

- Servicing with the necessary infrastructure is viable, with onsite storage of potable water and onsite wastewater disposal being feasible. Power and telecommunication connections are not expected to be made a condition of consent as they will be supplied at the time that the lot is developed, if required by the property owner.
- The new building sites are not near any significant mineral resources;
- The new building sites are not in close proximity to incompatible land use activities and can avoid reverse sensitivity;
- The proposal does not affect landscape or natural character values or transport corridors;
- The proposal has no direct effect on historic or cultural heritage features.
- Existing areas of significant vegetation are to be protected by proposed land covenants and consent notice conditions, potential adverse effects on kiwi habitat can be mitigated;
- Adverse effects associated with natural hazards and downstream flooding are avoided. Existing and future impermeable surface coverage is likely to be low.
- The majority of the subject land does not comprise highly versatile soils, the exception being small corners of Lot 3. Therefore, the proposal does not materially reduce the potential for soil based primary production on land with highly versatile soils.
- Matters such as renewable energy, sustainable design technologies can be further addressed at the time that development on the vacant lots is proposed.

6.4 Objectives and Policies – Far North Operative District Plan

The objectives and policies of the Rural Environment, Rural Production Zone, Subdivision and Transportation Sections of the Operative District Plan are relevant to this proposal. Comments on the objectives and policies of the Rural Environment and Rural Production Zone have been grouped together as they have many overlapping themes. As discussed below, it has been concluded that the proposal is not contrary to the overall objectives and policies of the District Plan.

RURAL ENVIRONMENT

8.3 OBJECTIVES

8.3.1 To promote the sustainable management of natural and physical resources of the rural environment.

8.3.2 To ensure that the life supporting capacity of soils is not compromised by inappropriate subdivision, use or development.

8.3.3 To avoid, remedy or mitigate the adverse and cumulative effects of activities on the rural environment.

8.3.4 To protect areas of significant indigenous vegetation and significant habitats of indigenous fauna.

- 8.3.6 To avoid actual and potential conflicts between land use activities in the rural environment
- 8.3.7 To promote the maintenance and enhancement of amenity values of the rural environment to a level that is consistent with the productive intent of the zone.
- 8.3.10 To enable the activities compatible with the amenity values of rural areas and rural production activities to establish in the rural environment.

8.4 POLICIES

- 8.4.1 That activities which will contribute to the sustainable management of the natural and physical resources of the rural environment are enabled to locate in that environment.
- 8.4.2 That activities be allowed to establish within the rural environment to the extent that any adverse effects of these activities are able to be avoided, remedied or mitigated and as a result the life supporting capacity of soils and ecosystems is safeguarded and rural productive activities are able to continue.
- 8.4.3 That any new infrastructure for development in rural areas be designed and operated in a way that safeguards the life supporting capacity of air, water, soil and ecosystems while protecting areas of significant indigenous vegetation and significant habitats of indigenous fauna, outstanding natural features and landscapes.
- 8.4.4 That development which will maintain or enhance the amenity value of the rural environment and outstanding natural features and outstanding landscapes be enabled to locate in the rural environment.
- 8.4.5 That plan provisions encourage the avoidance of adverse effects from incompatible land uses, particularly new developments adversely affecting existing land-uses (including by constraining the existing land-uses on account of sensitivity by the new use to adverse effects from the existing use – i.e. reverse sensitivity).
- 8.4.6 That areas of significant indigenous vegetation and significant habitats of indigenous fauna habitat be protected as an integral part of managing the use, development and protection of the natural and physical resources of the rural environment.
- 8.4.7 That Plan provisions encourage the efficient use and development of natural and physical resources, including consideration of demands upon infrastructure.
- 8.4.8 That, when considering subdivision, use and development in the rural environment, the Council will have particular regard to ensuring that its intensity, scale and type is controlled to ensure that adverse effects on habitats (including freshwater habitats), outstanding natural features and landscapes on the amenity value of the rural environment, and where appropriate on natural character of the coastal environment, are avoided, remedied or mitigated. Consideration will further be given to the functional need for the activity to be within rural environment and the potential cumulative effects of non-farming activities.

RURAL PRODUCTION ZONE

8.6.3 OBJECTIVES

- 8.6.3.1 To promote the sustainable management of natural and physical resources in the Rural Production Zone.
- 8.6.3.2 To enable the efficient use and development of the Rural Production Zone in a way that enables people and communities to provide for their social, economic, and cultural well being and for their health and safety.
- 8.6.3.3 To promote the maintenance and enhancement of the amenity values of the Rural Production Zone to a level that is consistent with the productive intent of the zone.
- 8.6.3.4 To promote the protection of significant natural values of the Rural Production Zone. 8.6.3.6 To avoid, remedy or mitigate the actual and potential conflicts between new land use activities and existing lawfully established activities (reverse sensitivity) within the Rural Production Zone and on land use activities in neighbouring zones.
- 8.6.3.7 To avoid remedy or mitigate the adverse effects of incompatible use or development on natural and physical resources.
- 8.6.3.8 To enable the efficient establishment and operation of activities and services that have a functional need to be located in rural environments.
- 8.6.3.9 To enable rural production activities to be undertaken in the zone.

8.6.4 POLICIES

- 8.6.4.1 That the Rural Production Zone enables farming and rural production activities, as well as a wide range of activities, subject to the need to ensure that any adverse effects on the environment, including any reverse sensitivity effects, resulting from these activities are avoided, remedied or mitigated and are not to the detriment of rural productivity.
- 8.6.4.2 That standards be imposed to ensure that the off site effects of activities in the Rural Production Zone are avoided, remedied or mitigated.
- 8.6.4.3 That land management practices that avoid, remedy or mitigate adverse effects on natural and physical resources be encouraged.
- 8.6.4.4 That the type, scale and intensity of development allowed shall have regard to the maintenance and enhancement of the amenity values of the Rural Production Zone to a level that is consistent with the productive intent of the zone.
- 8.6.4.5 That the efficient use and development of physical and natural resources be taken into account in the implementation of the Plan.
- 8.6.4.7 That although a wide range of activities that promote rural productivity are appropriate in the Rural Production Zone, an underlying goal is to avoid the actual and potential adverse effects of conflicting land use activities.
- 8.6.4.8 That activities whose adverse effects, including reverse sensitivity effects, cannot be avoided remedied or mitigated are given separation from other activities
- 8.6.4.9 That activities be discouraged from locating where they are sensitive to the effects of or may compromise the continued operation of lawfully established existing activities in the Rural Production zone and in neighbouring zones.

Promote sustainable management.

Given the nature of the proposal, which amalgamates rural land within a primary production unit, and creates one additional 4ha site, the proposed subdivision is considered to represent sustainable management, resulting in negligible adverse effects on natural and physical resources.

Ensure that the life supporting capacity of soils is not compromised by inappropriate subdivision, use or development.

The subject sites contain minimal highly productive land or highly versatile soils, it is considered that the life supporting capacity of these soils is not compromised, with the subdivision being an appropriate activity.

Avoid, remedy or mitigate adverse effects.

Adverse effects are predominantly avoided through the nature of the proposal, with additional traffic to be provided for through upgrade of private access, and additional permanent protection of indigenous vegetation proposed.

Protect areas of significant indigenous vegetation and significant habitats of indigenous fauna / promote protection of significant natural values.

The proposal provides for additional protection of indigenous vegetation compared with the current situation, and provides for protection of kiwi habitat through controls on the keeping of pets.

Avoid conflicts between land use activities / reverse sensitivity.

It is considered that the proposal will not create any adverse effects in terms of incompatible land uses or reverse sensitivity.

Promote maintenance and enhancement of amenity values.

No effects on amenity values are anticipated.

Enable efficient use and development of the Rural Production Zone, enable people and communities to provide for their social, economic and cultural well being and for their health and safety.

The proposal is an efficient use of the land, allowing the applicant to adjust their existing titles to amalgamate existing farmed areas and create an additional 4ha site where access is readily available and there are existing similar sites nearby.

SUBDIVISION

13.3 OBJECTIVES

13.3.1 To provide for the subdivision of land in such a way as will be consistent with the purpose of the various zones in the Plan, and will promote the sustainable management of the natural and physical resources of the District, including airports and roads and the social, economic and cultural well being of people and communities.

13.3.2 To ensure that subdivision of land is appropriate and is carried out in a manner that does not compromise the life-supporting capacity of air, water, soil or ecosystems, and that any actual or potential adverse effects on the environment which result directly from subdivision, including reverse sensitivity effects and the creation or acceleration of natural hazards, are avoided, remedied or mitigated.

13.3.5 To ensure that all new subdivisions provide ... on-site water storage and include storm water management sufficient to meet the needs of the activities that will establish all year round.

13.3.7 To ensure the relationship between Maori and their ancestral lands, water, sites, wahi tapu and other taonga is recognised and provided for.

13.3.8 To ensure that all new subdivision provides an electricity supply sufficient to meet the needs of the activities that will establish on the new lots created.

13.3.9 To ensure, to the greatest extent possible, that all new subdivision supports energy efficient design through appropriate site layout and orientation in order to maximise the ability to provide light, heating, ventilation and cooling through passive design strategies for any buildings developed on the site(s).

13.3.10 To ensure that the design of all new subdivision promotes efficient provision of infrastructure, including access to alternative transport options, communications and local services.

13.4 POLICIES

13.4.1 That the sizes, dimensions and distribution of allotments created through the subdivision process be determined with regard to the potential effects including cumulative effects, of the use of those allotments on:

- (a) natural character, particularly of the coastal environment;
- (b) ecological values;
- (d) amenity values;
- (e) cultural values
- (g) existing land uses.

13.4.2 That standards be imposed upon the subdivision of land to require safe and effective vehicular and pedestrian access to new properties.

13.4.3 That natural and other hazards be taken into account in the design and location of any subdivision.

13.4.4 That in any subdivision where provision is made for connection to utility services, the potential adverse visual impacts of these services are avoided.

13.4.5 That access to, and servicing of, the new allotments be provided for in such a way as will avoid, remedy or mitigate any adverse effects on neighbouring property, public roads (including State Highways), and the natural and physical resources of the site caused by silt runoff, traffic, excavation and filling and removal of vegetation.

13.4.6 That any subdivision proposal provides for the protection, restoration and enhancement of ... significant habitats of indigenous fauna, threatened species, the natural character of ... riparian margins ... where appropriate.

13.4.8 That the provision of water storage be taken into account in the design of any subdivision.

13.4.11 That subdivision recognises and provides for the relationship of Maori and their culture and traditions, with their ancestral lands, water, sites, waahi tapu and other taonga and shall take into account the principles of the Treaty of Waitangi.

13.4.13 Subdivision, use and development shall preserve and where possible enhance, restore and rehabilitate the character of the applicable zone in regards to s6 matters. In addition subdivision, use and development shall avoid adverse effects as far as practicable by using techniques including:

- (a) clustering or grouping development within areas where there is the least impact on natural character and its elements such as indigenous vegetation, landforms, rivers, streams and wetlands, and coherent natural patterns;
- (b) minimising the visual impact of buildings, development, and associated vegetation clearance and earthworks, particularly as seen from public land ...
- (e) providing planting of indigenous vegetation in a way that links existing habitats of indigenous fauna and provides the opportunity for the extension, enhancement or creation of habitats for indigenous fauna, including mechanisms to exclude pests;
- (g) achieving hydraulic neutrality and ensuring that natural hazards will not be exacerbated or induced through the siting and design of buildings and development.

13.4.14 That the objectives and policies of the applicable environment and zone and relevant parts of Part 3 of the Plan will be taken into account when considering the intensity, design and layout of any subdivision.

Provide for subdivision so as to be consistent with the purpose of the various zones and promote sustainable management of natural and physical resources.

As detailed previously, the proposed activity is consistent with the Rural Production zone objectives and policies.

Ensure subdivision is appropriate and does not compromise the life supporting capacity of air, water, soil or ecosystems. Avoid, remedy and mitigate adverse effects.

The proposed subdivision does not adversely affect air, water or soil resources, and avoids adverse effects on ecosystems.

Provide sufficient water storage.

Provide electricity supply sufficient to meet the needs of activities that will establish on the lots created.

Support energy efficient design.

Promote efficient provision of infrastructure.

The proposal has no implications in terms of these matters, which can be considered at building consent stage for future development.

Take into account natural and other hazards.

The proposal has no implications in terms of natural and other hazards.

Require safe and effective vehicular and pedestrian access. Provide in such a way as will avoid, remedy or mitigate adverse effects.

The proposal uses existing vehicle access formations, with an upgrade proposed over easement A to cater for the minimal potential increase in traffic volumes.

Provide for the protection, restoration and enhancement of significant habitats of indigenous fauna, significant indigenous vegetation, natural character of riparian margins where appropriate.

Preserve, and where possible enhance, restore and rehabilitate the character of the zone in regards to s6 matters.

The proposed subdivision does not result in any change to ecological values or natural character, and does not change the character of the relevant zone.

15.1.3 OBJECTIVES

15.1.3.1 *To minimise the adverse effects of traffic on the natural and physical environment.*

15.1.4 POLICIES

15.1.4.1 *That the traffic effects of activities be evaluated in making decisions on resource consent applications.*

15.1.4.6 *That the number, size, gradient and placement of vehicle access points be regulated to assist traffic safety and control, taking into consideration the requirements of both the New Zealand Transport Agency and the Far North District Council.*

The proposal introduces one additional user to Ricker Road, resulting in minimal additional traffic movements being potentially generated. It is proposed to upgrade access from the end of the existing Ricker Road formation to the boundary of Lot 2 to private accessway standards, i.e. the applicant will provide a 3m wide unsealed carriageway with stormwater control. The new accessway will continue in a straight alignment from the end of the existing Ricker Road formation, with no requirement for vehicles exiting the site to turn east or west. As this is the existing crossing point to Lot 1 DP 514058 from Ricker Road, the proposal will not create any new vehicle access points. The proposal for upgraded private access is considered to be suitable based on the proposed volumes of traffic that will result from the development.

6.5 Objectives and Policies - Far North Proposed District Plan

Relevant objectives and policies are set out under the chapters 'Rural Production Zone' and 'Subdivision', and are commented on below. It is concluded that the proposal will generally be consistent with the relevant strategies with the exception that SUB-P8(a) requires protected significant natural areas to be added to the Significant Natural Area Schedule (although there is an environmental benefit proposed via permanent protection of indigenous vegetation).

Rural Production Zone

Objectives

RPROZ-O1 *The Rural Production zone is managed to ensure its availability for primary production activities and its long-term protection for current and future generations.*

RPROZ-O3 *Land use and subdivision in the Rural Production zone:*

- a. *protects highly productive land from sterilisation and enables it to be used for more productive forms of primary production;*
- b. *protects primary production activities from reverse sensitivity effects that may constrain their effective and efficient operation;*
- c. *does not compromise the use of land for farming activities, particularly on highly productive land;*
- d. *does not exacerbate any natural hazards; and*
- e. *is able to be serviced by on-site infrastructure.*

RPROZ-O4 *The rural character and amenity associated with a rural working environment is maintained.*

Policies

RPROZ-P3 *Manage the establishment, design and location of new sensitive activities and other non-productive activities in the Rural Production Zone to avoid where possible, or otherwise mitigate, reverse sensitivity effects on primary production activities.*

RPROZ-P4 *Land use and subdivision activities are undertaken in a manner that maintains or enhances the rural character and amenity of the Rural Production zone, which includes:*

- a. *a predominance of primary production activities;*
- b. *low density development with generally low site coverage of buildings or structures;*
- c. *typical adverse effects such as odour, noise and dust associated with a rural working environment; and*
- d. *a diverse range of rural environments, rural character and amenity values throughout the District.*

RPROZ-P6 *Avoid subdivision that:*

- a. results in the loss of highly productive land for use by farming activities;
- b. fragments land into parcel sizes that are no longer able to support farming activities, taking into account:
- c. the type of farming proposed; and
- d. whether smaller land parcels can support more productive forms of farming due to the presence of highly productive land.
- e. provides for rural lifestyle living unless there is an environmental benefit.

RPROZ-P7 Manage land use and subdivision to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:

- a. whether the proposal will increase production potential in the zone;
- b. whether the activity relies on the productive nature of the soil;
- c. consistency with the scale and character of the rural environment;
- d. location, scale and design of buildings or structures;
- e. for subdivision or non-primary production activities:
- f. scale and compatibility with rural activities;
- g. potential reverse sensitivity effects on primary production activities and existing infrastructure;
- h. the potential for loss of highly productive land, land sterilisation or fragmentation at zone interfaces;
- i. any setbacks, fencing, screening or landscaping required to address potential conflicts;
- j. the extent to which adverse effects on adjoining or surrounding sites are mitigated and internalised within the site as far as practicable;
- k. the capacity of the site to cater for on-site infrastructure associated with the proposed activity, including whether the site has access to a water source such as an irrigation network supply, dam or aquifer;
- l. the adequacy of roading infrastructure to service the proposed activity;
- m. Any adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity;
- n. Any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

The above strategies are similar in nature to those for the Rural Production Zone of the Operative District Plan; however, they give more emphasis to the protection of primary production activities and highly productive land. The site generally does not include highly productive land, and as the small area of highly productive land will remain within a single title, RPROZ-P6(a) is met. An environmental benefit is proposed by way of permanent protection of indigenous bush areas, and RPROZ P6(e) is considered to be achieved. The proposed subdivision is not expected to generate any significant reverse sensitivity effects that would constrain any primary production activities.

The proposal has no implications in terms of natural hazards.

On site servicing on Lots 1 - 4 is feasible. Rural character and amenity values can be preserved, with a low density of residential buildings within the predominantly pastoral landscape with vegetated gullies being maintained.

Subdivision Objectives

SUB-O1 Subdivision results in the efficient use of land, which:

- a. achieves the objectives of each relevant zone, overlays and district wide provisions;
- b. contributes to the local character and sense of place;
- c. avoids reverse sensitivity issues that would prevent or adversely affect activities already established on land from continuing to operate;
- d. avoids land use patterns which would prevent land from achieving the objectives and policies of the zone in which it is located;
- e. does not increase risk from natural hazards or risks are mitigated and existing risks reduced; and
- f. manages adverse effects on the environment.

SUB-O2 Subdivision provides for the:

- a. Protection of highly productive land; and
- b. Protection, restoration or enhancement of Outstanding Natural Features, Outstanding Natural Landscapes, Natural Character of the Coastal Environment, Areas of High Natural Character, Outstanding Natural Character, wetland, lake and river margins, Significant Natural Areas, Sites and Areas of Significance to Māori, and Historic Heritage.

SUB-O3 Infrastructure is planned to service the proposed subdivision and development where:

- a. there is existing infrastructure connection, infrastructure should be provided in an integrated, efficient, coordinated and future-proofed manner at the time of subdivision; and
- b. where no existing connection is available infrastructure should be planned and consideration be given to connections with the wider infrastructure network.

Policies

SUB-P3 Provide for subdivision where it results in allotments that:

- a. are consistent with the purpose, characteristics and qualities of the zone;
- b. comply with the minimum allotment sizes for each zone;
- c. have an adequate size and appropriate shape to contain a building platform; and
- d. have legal and physical access.

SUB-P4 Manage subdivision of land as detailed in the district wide, natural environment values, historical and cultural values and hazard and risks sections of the plan

SUB-P6 Require infrastructure to be provided in an integrated and comprehensive manner by:

- a. demonstrating that the subdivision will be appropriately serviced and integrated with existing and planned infrastructure if available; and
- b. ensuring that the infrastructure is provided is in accordance the purpose, characteristics and qualities of the zone.

SUB-P8 Avoid rural lifestyle subdivision in the Rural Production zone unless the subdivision:

- a. will protect a qualifying SNA in perpetuity and result in the SNA being added to the District Plan SNA schedule; and
- b. will not result in the loss of versatile soils for primary production activities.

SUB-P11 Manage subdivision to address the effects of the activity requiring resource consent including (but not limited to) consideration of the following matters where relevant to the application:

- a. consistency with the scale, density, design and character of the environment and purpose of the zone;
- b. the location, scale and design of buildings and structures;
- c. the adequacy and capacity of available or programmed development infrastructure to accommodate the proposed activity; or the capacity of the site to cater for on-site infrastructure associated with the proposed activity;
- d. managing natural hazards;
- e. Any adverse effects on areas with historic heritage and cultural values, natural features and landscapes, natural character or indigenous biodiversity values; and
- f. any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

The proposed subdivision is an efficient use of land and in accordance with the Rural Production Zone objectives, and avoids rural lifestyle development upon highly productive land. The proposed subdivision and future land use activity on Lots 1 – 4 can proceed, subject to the proposed mitigation measures, without generating any significant adverse impact on character, amenity values, heritage or cultural values, land use compatibility, legal and physical property access, supply of services and infrastructure, and does not increase natural hazard risk.

Policy P8 specifically relates to rural lifestyle subdivision in the Rural Production Zone. It directs the avoidance of rural lifestyle subdivision unless it (a) protects a qualifying SNA in perpetuity and the SNA is added to the District Plan SNA schedule, and (b) it will not result in the loss of versatile soils for primary production activities. The proposal adds an additional bush protection covenant within area 'C' on Lot 1, and furthermore, will not have any measurable loss of highly versatile soils, given that the land is predominantly located upon Class IV soils.

6.6 Regional Plans

6.6.1 Proposed Regional Plan for Northland (February 2024)

Stormwater management within the proposed subdivision will be designed to control stormwater flows, reduce scour and ensure compliance with the District and Regional Plan Rules. Stormwater management proposals for the site are based on Proposed Regional Plan for Northland Rule C.6.4.2:

- To receive maximum treatment benefits from overland flow, concentrated stormwater will be dispersed via a spreader bar device onto a gently sloping grassed or well vegetated surface.
- Rainwater collection tanks on each Lot, with overflows piped to dispersed outlets.
- Use of existing grass lined swales along accessways and driveways.

Discharge of sewage effluent onto land is controlled by permitted activity rule C.6.1.3 of the Regional Plan for Northland. There is sufficient area on each lot for a feasible onsite wastewater disposal design that complies with that standard can be located on Lots 1 - 4 with the final design to be submitted at building consent stage.

Minimal earthworks are required to complete the subdivision, being those associated with upgrade of vehicle access along easement A.

No consents are considered necessary for the proposed subdivision under the Proposed Regional Plan for this proposal, although careful design of the onsite wastewater system, stormwater management and earthworks will be required at building consent stage.

6.7 Part 2 of the Resource Management Act 1991

An assessment of the proposal in relation to the relevant purpose and principles of Part 2 of the RMA is given below.

PART 2 PURPOSE AND PRINCIPLES

5 Purpose

- (1) *The purpose of this Act is to promote the sustainable management of natural and physical resources.*
- (2) *In this Act, sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural wellbeing and for their health and safety while-*
 - (a) *Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and*
 - (b) *Safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and*
 - (c) *Avoiding, remedying, or mitigating any adverse effects of activities on the environment.*

6 Matters of national importance

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall recognise and provide for the following matters of national importance:

- (a) *the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use and development;*
- (c) *the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna;*
- (h) *the management of significant risks from natural hazards.*

7 Other matters

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development and protection of natural and physical resources, shall have particular regard to-

- (b) *The efficient use and development of natural and physical resources;*
- (c) *The maintenance and enhancement of amenity values;*
- (f) *Maintenance and enhancement of the quality of the environment;*

8 Treaty of Waitangi

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall take into account the principles of the Treaty of Waitangi (Te Tiriti o Waitangi).

The proposal is considered to promote sustainable management as per the purpose of the Act (Section 5) by creating one additional Record of Title, and at the same time adjusting the boundaries of adjoining lots to amalgamate existing farming areas, all while avoiding adverse effects. The proposed lots are suitable in terms of onsite servicing, and public and private access. The proposed subdivision represents a scale of subdivision anticipated by the Operative District Plan as a discretionary activity with an adequate level of service for public and private access proposed. It provides for the economic and social well-being of the owner of the subject property by creating one additional Record of Title, and merging paddock areas into a common Record of Title to ensure accessibility without having to cross the bush covenant areas. The subdivision can be completed in such a way that avoids and mitigates adverse effects resulting from additional traffic, property access, wastewater treatment and disposal, and stormwater disposal.

Land Covenants and Consent Notice conditions are proposed to protect an increased area of indigenous vegetation within the property, in accordance with matter 6(c). These bush areas also cover the riparian margins of the tributaries of Puketotara Stream and the natural character of these areas will be retained as per matter 6(a).

There is no significant risk from natural hazards that would cause Section 106 of the RMA to apply.

The proposed subdivision is considered to be an efficient use of this land. A future building site on Lots 1 - 3 can be developed without affecting overall amenity values, and the predominant rural character will be retained. The proposal will maintain amenity values and the overall quality of the environment in terms of section 7.

The proposal has no known implications in terms of the Treaty of Waitangi.

Overall, the proposal is considered to be consistent with the purpose and principles of the RMA.

7. Consultation & Notification Assessment

7.1 Public Notification

Step 1: Public notification is not requested. Sections 95A(3)(b) and (c) do not apply.

Step 2: Public notification is not precluded in terms of Section 95A(5).

Step 3: There are no relevant rules that require public notification, and the adverse effects of the proposal have been assessed as being less than minor. As such, public notification is not considered necessary.

Step 4: No special circumstances exist to warrant public notification.

7.2 Limited Notification

Step 1: There are no affected protected customary rights groups or affected customary marine title groups, the land is not subject to a statutory acknowledgement.

Step 2: Limited notification is not precluded.

Step 3: Section 95E describes when a person is an affected person. No person is considered to be an affected person in terms of this proposed activity as:

- There will be no adverse effects on any downstream land in terms of flooding or inundation.
- Additional traffic off Ricker Road will be provided for through formation of vehicle access to the boundary of Lot 2, and there will be no increase in traffic or use of Weka Lane.
- Lot 1 is an adjusted title, with no change in terms of a possible building site.
- Likely building sites on Lots 2 and 3 will be located at least 150m from the nearest dwelling, and located on a lower contour, and the proposal is unlikely to produce a visual amenity effect arising from the additional site created in this location.
- Lot 4 will be amalgamated with an adjoining title.

No person is expected to suffer from adverse effects that exceed a 'less than minor' level. As such, the proposal has no adverse effects on any person, and limited notification is not required.

Step 4: There are no special circumstances to warrant notification to any person.

7.3 Summary of Notification Assessment

As outlined above we are of the opinion that the proposal satisfies the statutory requirements for non-notification, and we respectfully request that it be processed on that basis.

8. Conclusion

In terms of sections 104 and 104B of the RMA, we consider that:

- The adverse effects on the environment resulting from the proposed activity will be less than minor.
- The proposal is considered to be consistent with the relevant objectives and policies of the Operative District Plan;
- The proposal is consistent with the relevant objectives and policies of the Proposed District Plan;
- The proposal is consistent with the Regional Policy Statement for Northland and the relevant National Policy Statements.
- The proposal is consistent with the National Policy Statement for Highly Productive Land.
- The proposal is in accordance with the Purpose and Principles of the RMA.

We also note that:

- No written approvals have been sought as it is considered that there are no persons who will be adversely affected by the proposed activity.

For these reasons it is requested this application be considered to be a non-notified application, and that the Council grant consent to the proposal, under delegated authority, as detailed in the application and supporting information.

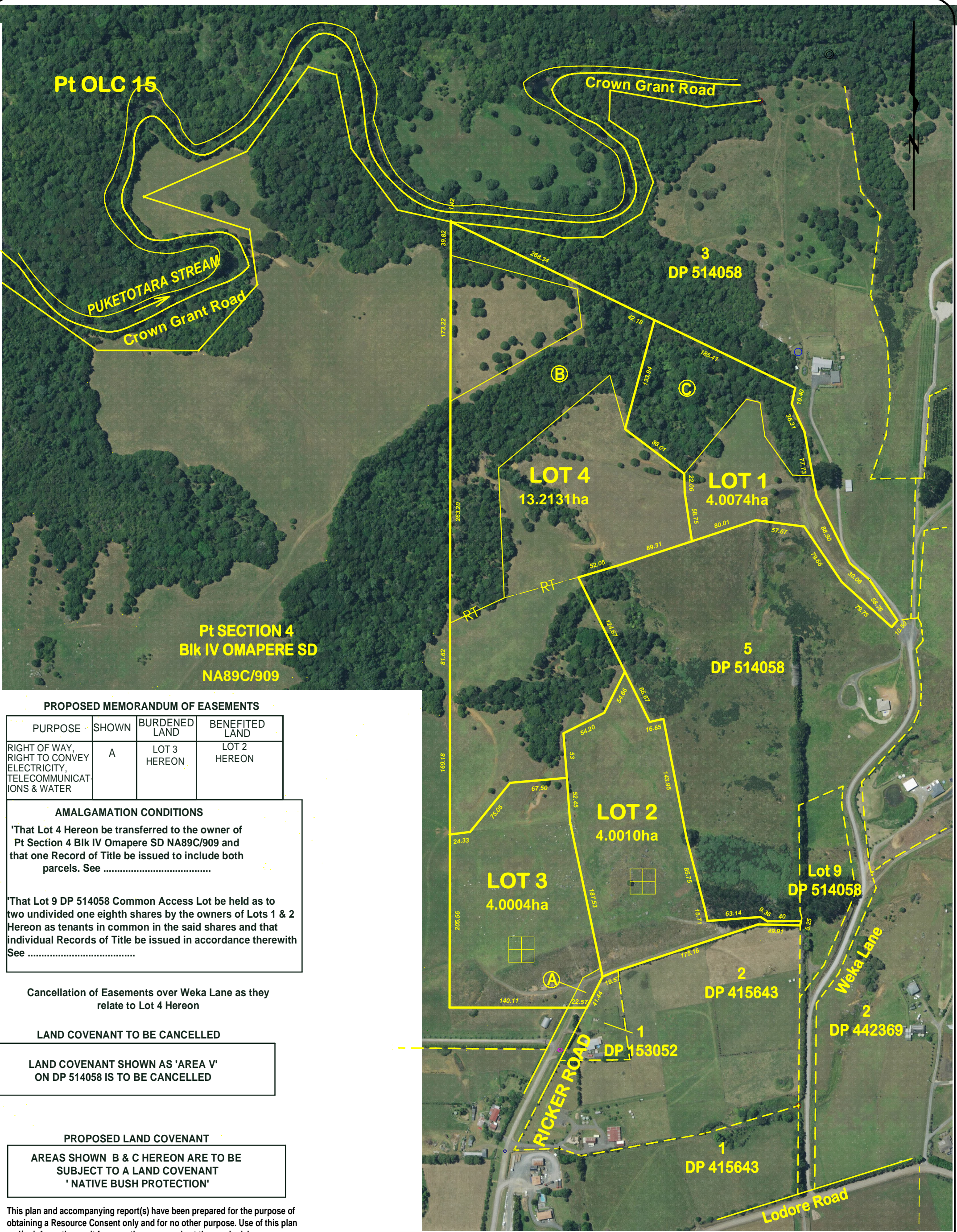


Signed
Natalie Watson,
Resource Planner

Date 5 February 2025
WILLIAMS & KING
Kerikeri

9. Appendices

- Appendix 1** Scheme Plan
Appendix 2 Record of Title
Appendix 3 Top Energy Correspondence



PROPOSED MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOMMUNICATIONS & WATER	A	LOT 3 HEREON	LOT 2 HEREON

AMALGAMATION CONDITIONS

'That Lot 4 Hereon be transferred to the owner of Pt Section 4 Blk IV Omapere SD NA89C/909 and that one Record of Title be issued to include both parcels. See

'That Lot 9 DP 514058 Common Access Lot be held as to two undivided one eighth shares by the owners of Lots 1 & 2 Hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith See

Cancellation of Easements over Weka Lane as they relate to Lot 4 Hereon

LAND COVENANT TO BE CANCELLED

LAND COVENANT SHOWN AS 'AREA V' ON DP 514058 IS TO BE CANCELLED

PROPOSED LAND COVENANT

AREAS SHOWN B & C HEREON ARE TO BE SUBJECT TO A LAND COVENANT 'NATIVE BUSH PROTECTION'

This plan and accompanying report(s) have been prepared for the purpose of obtaining a Resource Consent only and for no other purpose. Use of this plan and/or information on it for any other purpose is at the user's risk.

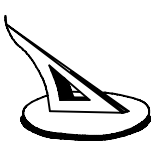
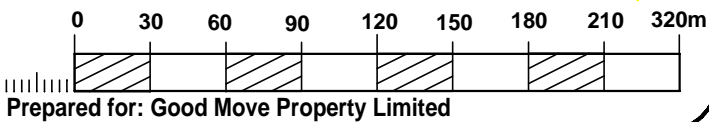
Local Authority: Far North District Council

Total Area: 25.2219ha

Comprised in: RT796425 & RT796426

AREAS AND MEASUREMENTS SUBJECT TO FINAL SURVEY

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WILLIAMS AND KING
Registered Land Surveyors, Planners &
Land Development Consultants

Ph: (09) 407 6030 27 Hobson Ave
Email: kerikeri@saps.co.nz PO Box 937 Kerikeri

**PROPOSED SUBDIVISION OF
LOTS 1 & 2 DP 514058**

	Name	Date
Survey		
Design		
Drawn	W & K	Feb 2025
Rev		

ORIGINAL	SHEET
SCALE	SIZE
1:4000	A3

23957



**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 **796425**
Land Registration District **North Auckland**
Date Issued 22 June 2018

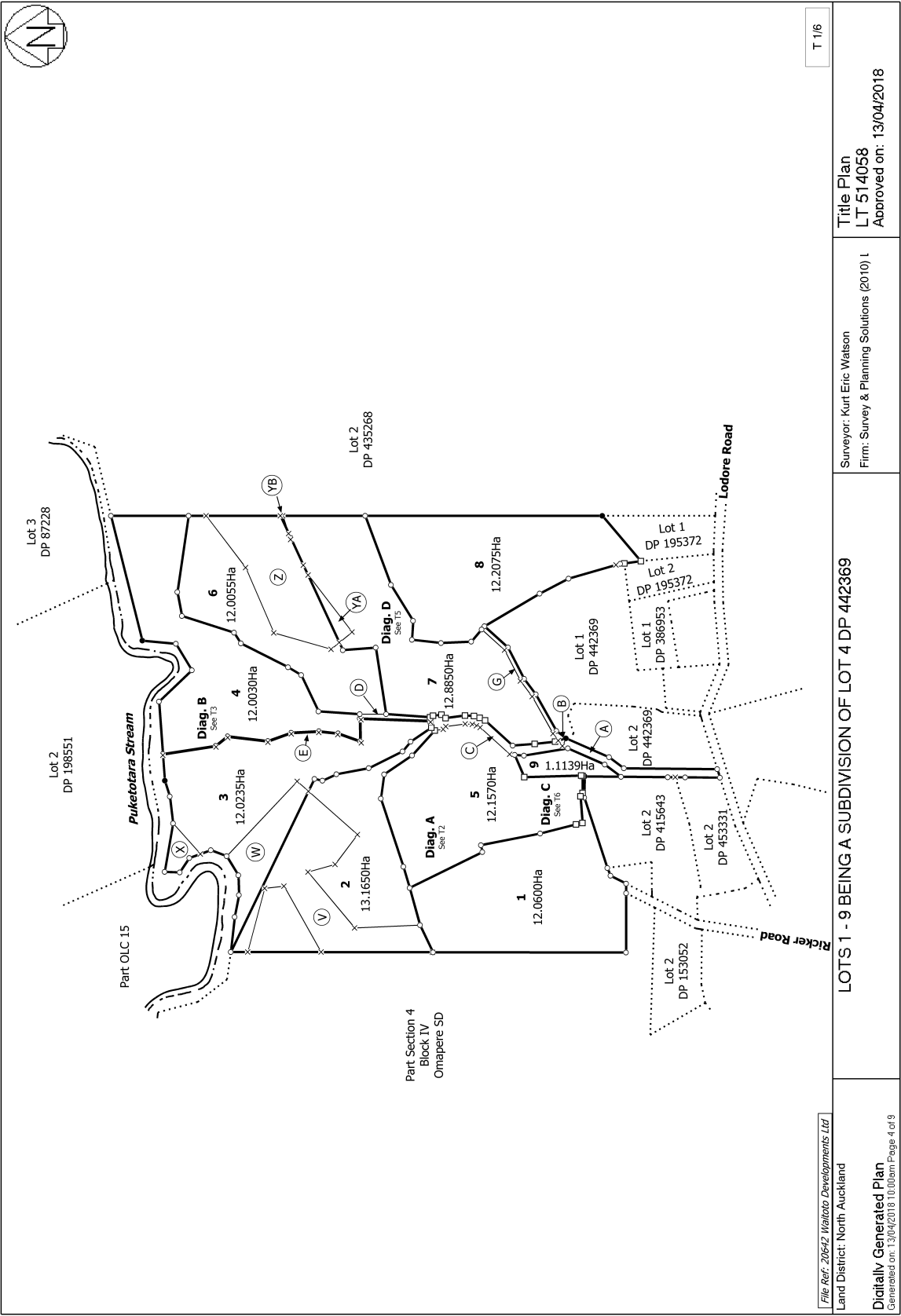
Prior References
551765

Estate Fee Simple
Area 12.0600 hectares more or less
Legal Description Lot 1 Deposited Plan 514058
Registered Owners
Good Move Property Limited

Estate Fee Simple - 1/8 share
Area 1.1139 hectares more or less
Legal Description Lot 9 Deposited Plan 514058
Registered Owners
Good Move Property Limited

Interests

Subject to Section 8 Mining Act 1971
Subject to Section 168A Coal Mines Act 1925
8785437.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.6.2011 at 4:13 pm
Subject to Section 241(2) Resource Management Act 1991 (affects DP 514058)
11129238.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.6.2018 at 11:37 am
Land Covenant in Easement Instrument 11129238.5 - 22.6.2018 at 11:37 am (limited as to duration)
11727300.2 Mortgage to (now) H Squared NZ Limited - 31.3.2020 at 5:35 pm





View Instrument Details

Instrument No.	8785437.1
Status	Registered
Date & Time Lodged	08 Jun 2011 16:13
Lodged By	Yee, Kenneth Ming
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
348090	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Kenneth Ming Yee as Territorial Authority Representative on 08/06/2011 04:03 PM

*** End of Report ***



**Far North
District Council**

Private Bag 752, Memorial Ave
Kaitake 0400, New Zealand
Freephone: 0800 920 029
Phone: (09) 405 2750
Fax: (09) 401 2137
Email: ask.us@fndc.govt.nz
Website: www.fndc.govt.nz

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2110186
the Subdivision of Lot 2 DP 386953 & Lot 2 DP 195372

PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified below.

SCHEDULE

Lot 1 – DP 442369

- i. Ensure that any screening or planting that is installed along the boundary that is shared with Lot 1 DP 386953 & within area W adjacent to Lot 2 DP 195372, shall be limited to a height of no more than 1.5 metres.

Lots 1 to 3 – DP 442369

- ii. In conjunction with the erection of any habitable building the lot owner shall obtain a building consent and install the wastewater treatment and effluent and disposal system as detailed in the report prepared by Haigh Workman Civil and Construction Consultants.

The installation shall include an agreement with the system supplier, or the authorised agent, for the ongoing operation and maintenance of the wastewater treatment plant and effluent disposal system.

The estimated cost of the installed system as quoted by Haigh Workman – Consulting Engineers as at 10 May 2011 is \$17,825.00 inclusive GST.

Following 12 months of operation of the wastewater treatment and effluent disposal system, the lot owner shall provide certification to Council that the system is operating to its design criteria.

- iii. Any new dwelling to be proposed to be constructed on the lot shall have a roof water collection system with a minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for fire fighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council.

Lot 4 – DP 442369

- iv. The living indigenous vegetation in areas 'X', 'Y' & 'Z' (bush covenant) as shown on the survey plan, shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of resource consent. The owner shall be deemed not to be in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots – DP 442369

- v. Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunications services will remain the responsibility of the property owner.

SIGNED:

Murray McDonald

Mr Murray McDonald

By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
MANAGER – RESOURCE MANAGEMENT

DATED at KERIKERI this

27th day of May

2011

View Instrument Details



Instrument No	11129238.3
Status	Registered
Date & Time Lodged	22 June 2018 11:37
Lodged By	Pludthura, James
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
796425	North Auckland
796426	North Auckland
796427	North Auckland
796428	North Auckland
796429	North Auckland
796430	North Auckland
796431	North Auckland
796432	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by James Pludthura as Territorial Authority Representative on 22/06/2018 11:35 AM

*** End of Report ***



Private Bag 752, Memorial Ave
Kaikohe 0440, New Zealand
Freephone: 0800 920 029
Phone: (09) 401 5200
Fax: (09) 401 2327
Email: ask.us@fnhc.govt.nz
Website: www.fnhc.govt.nz

Te Kaunihera o Tai Tokerau Ki Te Raki

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2160188

Being the Subdivision of Lot 4 DP 442369
North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified below.

SCHEDULE

Lots 2, 3, 6 & 7 DP 514058

- (i) The living indigenous vegetation defined within the Bush Protection Areas V, W, X, YA, YB & Z shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of a resource consent application and decision. The owner shall be deemed to be not in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots

- (ii) In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for fire fighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509-2008.



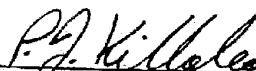


Private Bag 752, Ahuriri Ave
Kaitake 0440, New Zealand
Freephone: 0800 920 029
Phone: (09) 401 5200
Fax: (09) 401 2137
Email: ask.us@fncc.govt.nz
Website: www.fncc.govt.nz

Te Kōwhiri o Tai Tokerau Ki Te Raki

- (iii) In conjunction with the construction of any building requiring a waste water disposal system the lot owner shall obtain a Building Consent and install the waste water treatment and effluent disposal system or an equivalent system as detailed in the report provided to satisfy condition 3(a) of this consent decision.
- (iv) The installation shall include an agreement with the system supplier or its authorised agent for the ongoing operation and maintenance of the wastewater treatment plan and the effluent disposal system.
- (v) The estimated cost of the installed system is \$12,000.00 + GST. The costing is valid at the date of issue of the 224(c) certificate.
- (vi) Following 12 months of operation of the wastewater treatment and effluent disposal system the lot owner shall provide certification to Council that the system is operating in accordance its design criteria.
- (vii) It has not been a condition of consent to require that power or telecommunications be reticulated to the boundary of the lot. It will be the responsibility of any future landowner to install these services to the lot as required. Please note that if an aerobic wastewater treatment plant is required for waste water disposal it requires power to operate.

SIGNED:


By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at KERIKERI this 11th day of June 2018



View Instrument Details



Instrument No 11129238.5
Status Registered
Date & Time Lodged 22 June 2018 11:37
Lodged By Pludthura, James
Instrument Type Easement Instrument



Affected Computer Registers	Land District
796425	North Auckland
796426	North Auckland
796427	North Auckland
796428	North Auckland
796429	North Auckland
796430	North Auckland
796431	North Auckland
796432	North Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

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 James Pludthura as Grantor Representative on 22/06/2018 11:35 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by James Pludthura as Grantee Representative on 22/06/2018 11:35 AM

*** End of Report ***

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

Grantor		<i>Surname(s) must be <u>underlined</u>.</i>	
WAITOTO DEVELOPMENTS LIMITED			
Grantee		<i>Surname(s) must be <u>underlined</u>.</i>	
WAITOTO DEVELOPMENTS LIMITED			
Grant of easement or <i>profit à prendre</i> or creation of covenant			
<p>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 <i>profit(s) à prendre</i> 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).</p>			
Schedule A		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive land covenants		796425, 796426, 796427, 796428, 796429, 796430, 796431 and 796432	796425, 796426, 796427, 796428, 796429, 796430, 796431 and 796432
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<p>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.</p> <p>The implied rights and powers are varied/negated/added to or substituted by:</p> <p>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</p> <p>The provisions set out in the Annexure Schedule.</p>			
Covenant provisions		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<p>The provisions applying to the specified covenants are those set out in the Annexure Schedule.</p> <p>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</p>			

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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of

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Pages

*Continue in additional Annexure Schedule, if required.***1. Land Covenants ("Covenants")**

(a) These Covenants shall:

- (i) run with each of the Lots of the Subdivision;
- (ii) be for the benefit of and appurtenant to each of the Lots of the Subdivision; and
- (iii) all expire on 1 January 2039.

(b) For the purposes of these Covenants:

- (i) "Allow" includes do, facilitate, permit and suffer.
- (ii) "Construct" and "Construction" includes installing, erecting, relocating, and repairing, renovating, replacing or placing on the Land, Lot or in any Building and also includes "Allow" to construct.
- (iii) "Land" and "Lot" means any lot having the burden and/or the benefit of these Covenants as described in clause (a) above.
- (iv) "Developer" means Waitoto Developments Limited
- (v) "Subdivision" means all of the land originally contained in Identifier 551765 being the head title.

(c) For the following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (i) the headings are for convenience only and shall not affect the interpretations of this instrument; and
- (ii) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.

2. Approvals

(a) All approvals or consents required by these Covenants shall be:

- (i) Obtained by the Grantor from the Developer (or by its appointed agent) prior to any relevant work being carried out on the Land; and
- (ii) Given or refused in the sole discretion of the Developer; and
- (iii) Subject to the Developer reserving its right to approve requirements for one party without creating any form of precedent for another party. Further the Developer may refuse an identical requirement from another party without having to give reasons.

(b) The address of the Developer (or its agent) for approvals is PO Box 254, Kumeu, Auckland 0841.

Annexure Schedule

Insert type of instrument

Easement

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Pages

*Continue in additional Annexure Schedule, if required.***3. Covenants**

- (a) Subject to clause 5 below, without first receiving the Approval of the Developer the Grantor shall not:
 - (i) Erect a dwelling on the Property unless it is:
 - a. newly constructed on the Property with all material used in construction of the House being first grade new materials and constructed in accordance with conditions of the building permit; or
 - b. a relocated second-hand dwelling which has been inspected and approved in writing by the Developer at its sole discretion prior to the relocation.
- (b) Rubbish, including but not limited to stockpiles of any make, is not to be turned or allowed to accumulate on the Land.
- (c) The Property shall not be used as a trademan's yard or stockyard.

4. Native Bush

- (a) The Grantor shall not remove or damage any native bush other than as a result of the natural deterioration of such native bush.

5. Developer's approval

- (a) The role of the Developer to give approvals under these Covenants will terminate 12 months from it ceasing to be an owner of any Lots on the Subdivision, and from that date the right to enforce or waive the rights and benefits so conferred will, in accordance with normal legal principles, vest in the registered proprietors of the Dominant Land.
- (b) The Developer may assign or delegate its rights, powers and discretions set out in these Covenants.
- (c) Any approval required from the Developer under these Covenants means written approval.
- (d) The Developer's right to grant or decline any request for approval under the Covenants is an unfettered right and does not allow any person to challenge for any reason the giving of the declining of any such approval. For the avoidance of doubt, no person will have any claim against the Developer in respect of any decision that the Developer or their assignee or delegate makes in respect of any approval sought.

6. Compliance and Management of the Covenants

- (a) For the purposes of the Covenants:
 - (i) "Purchaser" shall include any registered proprietor of any lot in the Subdivision;
 - (ii) The "Developer" may include any but not be limited to limited liability company nominated by the Developer at any time which shall have the sole object of

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

managing compliance with the Covenants on all of the Lots in the Subdivision, the shares of which may be owned by any other registered proprietor of any lot in the Subdivision;

- (iii) "Costs" shall include all costs incurred by the Developer in order to effect any Purchaser's compliance with the Covenants including recovery of the Developer's legal costs on a solicitor client basis and interest incurred on any such costs so invoiced by the Developer to the Purchaser at the daily overdraft rate of the Developer's bank.
- (b) The Purchaser agrees that the value of the Property and the other Lots in the Subdivision may be diminished if the Purchaser fails to observe and perform the Covenants.
- (c) The Purchaser shall be liable to rectify, remove, or carry out any remedial work necessary to achieve compliance with the Covenants upon receiving 20 working days written notice of any non-compliance with any Covenant from the Developer to the Purchaser.
- (d) The Developer may at its discretion, after a further 10 working days from any non-compliance with the above notice, take the necessary steps in order to effect compliance with the Covenants on the Purchaser's Land at the Purchaser's expense in every respect and the Purchaser shall not resist such steps and:
 - (i) The Purchaser may not issue a trespass notice against the Developer or any person employed or contractor engaged for the purposes of effecting compliance with the Covenants.
 - (ii) The Developer shall be entitled to register a caveat preventing a transfer of the Property on the basis that any costs incurred by the Developer shall be a charge against the Purchaser's title.
- (e) The Purchaser shall remain liable to comply with the Covenants until the Property is transferred out of the Purchaser's name. After that transfer, the Purchaser and any future registered proprietors of the Property will be liable to observe and perform the Covenants only while they are registered as proprietors of the Property. A transfer of the Property by a vendor will not, however, relieve any party from any accrued liability which has arisen before the date of the transfer.
- (f) The Grantee and the Grantor agree that the Developer does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, the Developer does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep the Developer indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

Annexure Schedule

Insert type of instrument

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*Continue in additional Annexure Schedule, if required.***7. Enforcement**

- (a) If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):
- (i) Upon written notice being given by the Grantee (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
 - (ii) Forthwith upon receipt of such notice to remove or cause to be removed from the Land any structure, rubbish, stockpile or other item on the Land in breach or in non-observance of the foregoing Covenants; and
 - (iii) Forthwith upon receipt of any such notice to replace any such building materials or other nonconforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
 - (iv) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

8. Dispute Resolution

- (a) Except as relates to the exercise of any discretion, opinion or consent requested of the Developer under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- (b) If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- (c) If an arbitrator cannot be agreed upon within a further 10 working days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
- (d) Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

9. Sunset clause of the Covenants and Certificates of Compliance

- (a) The Covenants which require the Developer's prior consent or approval shall expire on 1 January 2039, but expiry will not affect the rights of any parties which may have arisen before that date.

Annexure Schedule

Insert type of instrument

Easement

Dated

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Pages

Continue in additional Annexure Schedule, if required.

- (b) The Developer shall, upon written request from any Purchaser, issue a certificate of compliance in respect of the Covenants on the Purchaser's Property and any such certificate may be relied on by any third party purchaser as at the issuance date of any such certificate



**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 **796426**
Land Registration District **North Auckland**
Date Issued 22 June 2018

Prior References
551765

Estate Fee Simple
Area 13.1650 hectares more or less
Legal Description Lot 2 Deposited Plan 514058
Registered Owners
Good Move Property Limited

Estate Fee Simple - 1/8 share
Area 1.1139 hectares more or less
Legal Description Lot 9 Deposited Plan 514058
Registered Owners
Good Move Property Limited

Interests

Subject to Section 8 Mining Act 1971

Subject to Section 168A Coal Mines Act 1925

8785437.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.6.2011 at 4:13 pm

Appurtenant hereto is a right of way and a right to convey electricity, water, telecommunications and computer media created by Easement Instrument 8785437.3 - 8.6.2011 at 4:13 pm

Some of the easements created by Easement Instrument 8785437.3 are subject to Section 243 (a) Resource Management Act 1991

8796804.1 Variation of the conditions of the easement created by Easement Instrument 8785437.3 - 23.6.2011 at 4:51 pm

Subject to Section 241(2) Resource Management Act 1991 (affects DP 514058)

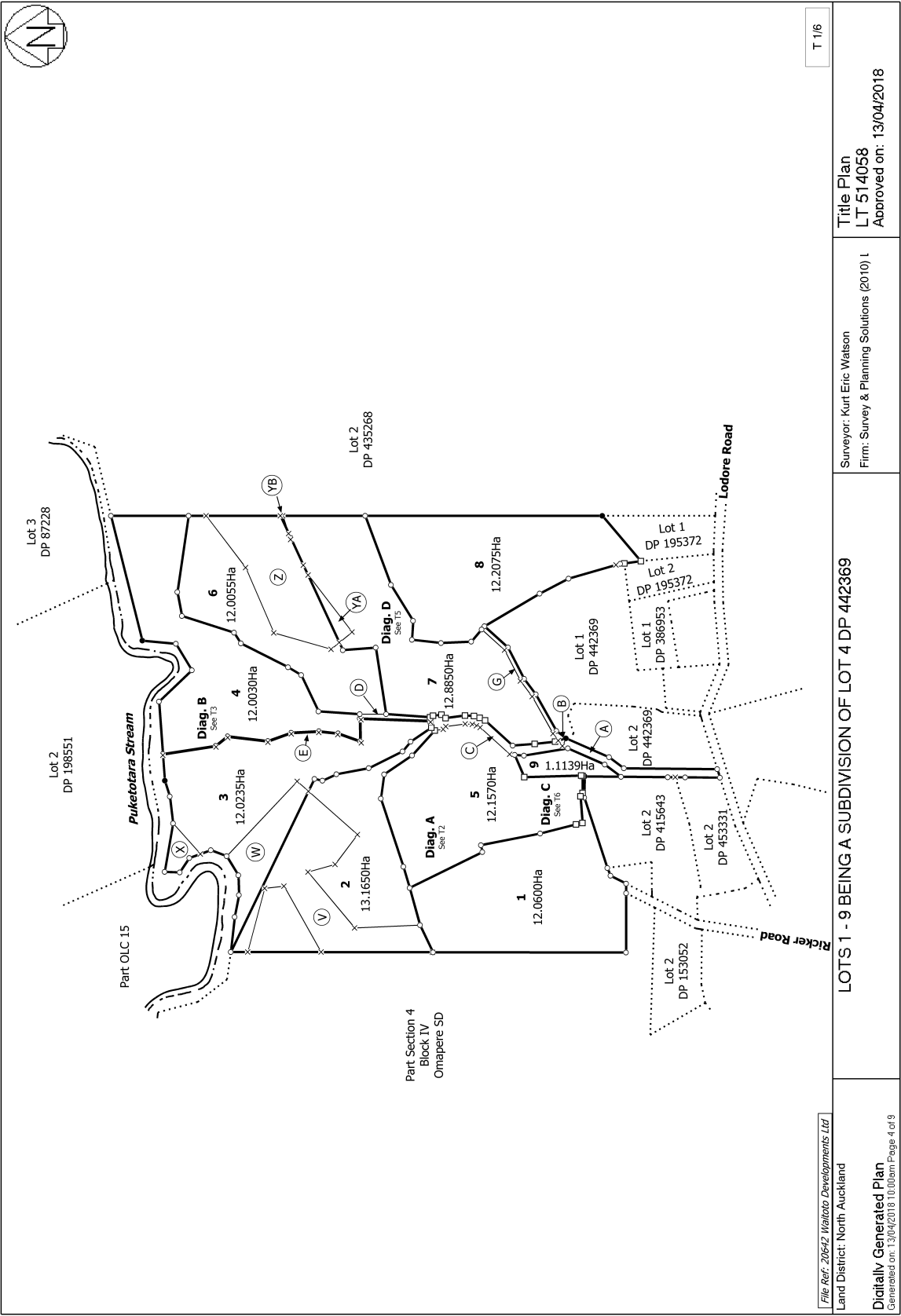
11129238.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.6.2018 at 11:37 am

Appurtenant to Lot 2 DP 514058 is a right of way, right to convey electricity, telecommunications, computer media and pedestrian right of way created by Easement Instrument 11129238.4 - 22.6.2018 at 11:37 am

The easements created by Easement Instrument 11129238.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 11129238.5 - 22.6.2018 at 11:37 am (limited as to duration)

11727300.2 Mortgage to (now) H Squared NZ Limited - 31.3.2020 at 5:35 pm





View Instrument Details

Instrument No.	8785437.1
Status	Registered
Date & Time Lodged	08 Jun 2011 16:13
Lodged By	Yee, Kenneth Ming
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
348090	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Kenneth Ming Yee as Territorial Authority Representative on 08/06/2011 04:03 PM

*** End of Report ***



**Far North
District Council**

Private Bag 752, Memorial Ave
Kaitake 0400, New Zealand
Freephone: 0800 920 029
Phone: (09) 405 2750
Fax: (09) 401 2137
Email: ask.us@fndc.govt.nz
Website: www.fndc.govt.nz

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2110186
the Subdivision of Lot 2 DP 386953 & Lot 2 DP 195372

PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified below.

SCHEDULE

Lot 1 – DP 442369

- i. Ensure that any screening or planting that is installed along the boundary that is shared with Lot 1 DP 386953 & within area W adjacent to Lot 2 DP 195372, shall be limited to a height of no more than 1.5 metres.

Lots 1 to 3 – DP 442369

- ii. In conjunction with the erection of any habitable building the lot owner shall obtain a building consent and install the wastewater treatment and effluent and disposal system as detailed in the report prepared by Haigh Workman Civil and Construction Consultants.

The installation shall include an agreement with the system supplier, or the authorised agent, for the ongoing operation and maintenance of the wastewater treatment plant and effluent disposal system.

The estimated cost of the installed system as quoted by Haigh Workman – Consulting Engineers as at 10 May 2011 is \$17,825.00 inclusive GST.

Following 12 months of operation of the wastewater treatment and effluent disposal system, the lot owner shall provide certification to Council that the system is operating to its design criteria.

- iii. Any new dwelling to be proposed to be constructed on the lot shall have a roof water collection system with a minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for fire fighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council.

Lot 4 – DP 442369

- iv. The living indigenous vegetation in areas 'X', 'Y' & 'Z' (bush covenant) as shown on the survey plan, shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of resource consent. The owner shall be deemed not to be in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots – DP 442369

- v. Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunications services will remain the responsibility of the property owner.

SIGNED:

Murray McDonald

Mr Murray McDonald

By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
MANAGER – RESOURCE MANAGEMENT

DATED at KERIKERI this

27th day of May

2011



View Instrument Details

Instrument No. 8785437.3
Status Registered
Date & Time Lodged 08 Jun 2011 16:13
Lodged By Yee, Kenneth Ming
Instrument Type Easement Instrument

Toitu te
Land *whenua*
Information
New Zealand



Affected Computer Registers	Land District
551762	North Auckland
551763	North Auckland
551764	North Auckland
551765	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Kenneth Ming Yee as Grantor Representative on 08/06/2011 04:06 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Kenneth Ming Yee as Grantee Representative on 08/06/2011 04:06 PM

*** End of Report ***

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

Land registration district

North Auckland



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

CAESAR PROPERTY TRUST LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

CAESAR PROPERTY TRUST LIMITED

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 3rd day of June 20 11

Attestation

CAESAR PROPERTY ~~TRUST~~ LIMITED
by its Director
RODNEY DAVID HAINES

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name KENNETH MING YEE
SOLICITOR

Occupation AUCKLAND

Address

CAESAR PROPERTY TRUST LIMITED
by its Director
RODNEY DAVID HAINES

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name KENNETH MING YEE
SOLICITOR

Occupation AUCKLAND

Address

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.

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument

Dated 3rd June 2011

Page 2 of 4 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose	Shown	Servient Tenement	Dominant Tenement
Right of Way	A on Plan 442369	Lot 4 Hereon Plan 442369 (ID 551765)	Lots 1 & 2 Hereon Plan 442369 (ID 551762 and 551763)
Right to Convey Electricity	B on Plan 442369	Lot 4 Hereon Plan 442369 (ID 551765)	Lot 1 Hereon Plan 442369 (ID 551762)
Right to Convey Telecommunications and Computer Media	C on Plan 442369	Lot 1 Hereon Plan 442369 (ID 551762)	Lot 3 Hereon Plan 442369 (ID 551764)
Right of Way	C, D on Plan 442369	Lot 1 Hereon Plan 442369 (ID 551762)	Lot 4 Hereon Plan 442369 (ID 551765)
Right to Convey Electricity	E on Plan 442369	Lot 2 Hereon Plan 442369 (ID 551763)	Lot 1 Hereon Plan 442369 (ID 551762)
Right to Convey Telecommunications and Computer Media			
Right to Convey Water			
Right to Convey Electricity			
Right to Convey Telecommunications and Computer Media			
Right to Convey Water			
Right to Convey Water	C, F on Plan 442369	Lot 1 Hereon Plan 442369 (ID 551762)	Lot 2 Hereon Plan 442369 (ID 551763)
Right to Convey Telecommunications and Computer Media			

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

[Signature]

[Signature]

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument

Dated 3rd June 2011

Page 3 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)
[The entire table content is crossed out with a diagonal line from bottom-left to top-right.]			

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] [negatived] [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].~~

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

RH

[Signature]

(Continue in additional Annexure Schedule, if required)

ANNEXURE SCHEDULE 2 – Easement Instrument Dated 3rd June 2011 – Page 4 of 4**(1) MAINTENANCE OF RIGHT OF WAY "A" ON DEPOSITED PLAN 442369**

The registered proprietors for the time being of Lots 1, 2 and 4, Deposited Plan 442369 shall share the costs of maintenance of the Right of Way "A" on Deposited Plan 442369 equally in all respects **PROVIDED HOWEVER** in the event of any of the above registered proprietors causing damage to the said Right of Way "A", then that registered proprietor shall bear the cost of repairing the damage to the said Right of Way "A" solely.

(2) MAINTENANCE OF RIGHT OF WAY "B" ON DEPOSITED PLAN 442369

The registered proprietors for the time being of Lots 1 and 2, Deposited Plan 442369 shall share the costs of maintenance of the Right of Way "B" on Deposited Plan 442369 equally in all respects **PROVIDED HOWEVER** in the event of any of the above registered proprietors causing damage to the said Right of Way "B", then that registered proprietor shall bear the cost of repairing the damage to the said Right of Way "B" solely.

(3) MAINTENANCE OF RIGHT OF WAY "C" ON DEPOSITED PLAN 442369

The registered proprietors for the time being of Lots 1 and 3, Deposited Plan 442369 shall bear the costs of maintenance of the Right of Way "C" on Deposited Plan 442369 equally in all respects **PROVIDED HOWEVER** in the event of any of the above registered proprietors causing damage to the said Right of Way "C", then that registered proprietor shall bear the cost of repairing the damage to the said Right of Way "C" solely.

(4) MAINTENANCE OF RIGHT OF WAY "D" ON DEPOSITED PLAN 442369

The registered proprietors for the time being of Lots 1 and 4, Deposited Plan 442369 shall bear the costs of maintenance of the Right of Way "D" on Deposited Plan 442369 equally in all respects **PROVIDED HOWEVER** in the event of any of the above registered proprietors causing damage to the said Right of Way "D", then that registered proprietor shall bear the cost of repairing the damage to the said Right of Way "D" solely.

(5) RIGHT TO CONVEY COMPUTER MEDIA AND TELECOMMUNICATIONS - "A", "B", "C", "D", "E" and "F" ON DEPOSITED PLAN 442369

The same rights and powers as set out in Paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002.

(6) RIGHT TO CONVEY ELECTRICITY - "A", "B", "C", "D" and "E" ON DEPOSITED PLAN 442369

The same rights and powers as set out in Paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002.

(7) RIGHT TO CONVEY WATER - "C", "D", "E" and "F" ON DEPOSITED PLAN 442369

The same rights and powers as set out in Paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002

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.



View Instrument Details

Instrument No.	8796804.1
Status	Registered
Date & Time Lodged	23 Jun 2011 16:51
Lodged By	Yee, Kenneth Ming
Instrument Type	Variation of Easement

Toitu te
Land *whenua*
Information
New Zealand



Affected Computer Registers	Land District
551762	North Auckland
551763	North Auckland
551764	North Auckland
551765	North Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority ☒

Signature

Signed by Kenneth Ming Yee as Grantor Representative on 23/06/2011 04:47 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Kenneth Ming Yee as Grantee Representative on 23/06/2011 04:48 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2002/6057
Easement variation instrument to vary easement, *profit à prendre*, or land covenant
 Sections 90C and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname(s) must be underlined.

CAESAR PROPERTY TRUST LIMITED

Grantee

Surname(s) must be underlined.


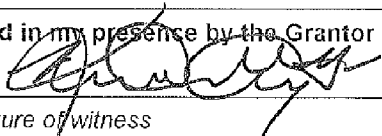
CAESAR PROPERTY TRUST LIMITED


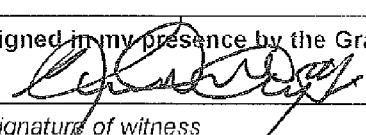
Variation* of easement, *profit à prendre*, or covenant

The terms, covenants, or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are **varied**, **negated**, or **added to** as set out in Annexure Schedule 1.

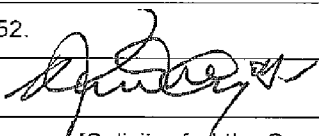
Dated this 23rd day of June 2011

Attestation

CAESAR PROPERTY TRUST LIMITED by its Director RODNEY DAVID HAINES 	Signed in my presence by the Grantor  <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name KENNETH MING YEE Occupation SOLICITOR Address AUCKLAND
Signature [common seal] of Grantor	Address

CAESAR PROPERTY TRUST LIMITED by its Director RODNEY DAVID HAINES 	Signed in my presence by the Grantee  <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name KENNETH MING YEE Occupation SOLICITOR Address AUCKLAND
Signature [common seal] of Grantee	Address

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


 [Solicitor for] the Grantor

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

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule A

Easement: Variation
Instrument

Dated 23rd June 2011

Page 2 of 3 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

VARIATION OF EASEMENT INSTRUMENT 8785437.3

Purpose	Shown	Servient Tenement	Dominant Tenement
Right to Convey Electricity	A on Plan 442369	Lot 4 Hereon Plan 442369 (ID 551765)	Lots 1 & 2 Hereon Plan 442369 (ID 551762 and 551763)
Right to Convey Telecommunications and Computer Media	B on Plan 442369	Lot 4 Hereon Plan 442369 (ID 551765)	Lot 1 Hereon Plan 442369 (ID 551762)
	C on Plan 442369	Lot 1 Hereon Plan 442369 (ID 551762)	Lot 3 Hereon Plan 442369 (ID 551764)
Right to Convey Electricity			
Right to Convey Telecommunications and Computer Media	C, D on Plan 442369	Lot 1 Hereon Plan 442369 (ID 551762)	Lot 4 Hereon Plan 442369 (ID 551765)
Right to Convey Electricity			
Right to Convey Telecommunication and Computer Media	E on Plan 442369	Lot 2 Hereon Plan 442369 (ID 551763)	Lot 1 Hereon Plan 442369 (ID 551762)
Right to Convey Telecommunications and Computer Media	C, F on Plan 442369	Lot 1 Hereon Plan 442369 (ID 551762)	Lot 2 Hereon Plan 442369 (ID 551763)

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

Approved by Registrar-General of Land under No. 2002/6057

Annexure Schedule 1Easement variation
instrument

Dated 23rd June 2011

Page 3 of 3 pages

~~Schedule A~~

(Continue in additional Annexure Schedule if required)

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)

Variation of terms, covenants or
conditions

(Continue in additional Annexure Schedule if required.)

- (1) RIGHT TO CONVEY COMPUTER MEDIA AND TELECOMMUNICATIONS-"A", "B", "C", "D", "E" and "F" ON DEPOSITED PLAN 442369

It shall be mandatory that any cable laid along the stipulated courses for these easements shall be buried underground to the end and intent that there shall be no telephone poles with overhead lines for these easements

- (2) RIGHT TO CONVEY ELECTRICITY-"A", "B", "C", "D" and "E" ON DEPOSITED PLAN 442369

It shall be mandatory that any cable laid along the stipulated courses for these easements shall be buried underground to the end and intent that there shall be no power poles with overhead lines for these easements

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

RA

S

View Instrument Details



Instrument No	11129238.3
Status	Registered
Date & Time Lodged	22 June 2018 11:37
Lodged By	Pludthura, James
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
796425	North Auckland
796426	North Auckland
796427	North Auckland
796428	North Auckland
796429	North Auckland
796430	North Auckland
796431	North Auckland
796432	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by James Pludthura as Territorial Authority Representative on 22/06/2018 11:35 AM

*** End of Report ***



Private Bag 752, Memorial Ave
Taitokake 0440, New Zealand
Freephone: 0800 920 029
Phone: (09) 401 5200
Fax: (09) 401 2327
Email: csf@fnhc.govt.nz
Website: www.fnhc.govt.nz

Te Kaunihera o Tai Tokerau Ki Te Raki

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2160188

Being the Subdivision of Lot 4 DP 442369
North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified below.

SCHEDULE

Lots 2, 3, 6 & 7 DP 514058

- (i) The living indigenous vegetation defined within the Bush Protection Areas V, W, X, YA, YB & Z shall not be cut down, damaged or destroyed without the prior written consent of the Council. Such consent may be given in the form of a resource consent application and decision. The owner shall be deemed to be not in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

All Lots

- (ii) In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for fire fighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509-2008.



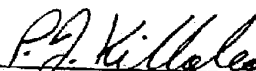


Private Bag 752, Ahuriri Ave
Kaitiaki 0440, New Zealand
Freephone: 0800 920 029
Phone: (09) 401 5200
Fax: (09) 401 2137
Email: ask.us@fnhc.govt.nz
Website: www.fnhc.govt.nz

Te Kōwhiri o Tai Tokerau Ki Te Raki

- (iii) In conjunction with the construction of any building requiring a waste water disposal system the lot owner shall obtain a Building Consent and install the waste water treatment and effluent disposal system or an equivalent system as detailed in the report provided to satisfy condition 3(a) of this consent decision.
- (iv) The installation shall include an agreement with the system supplier or its authorised agent for the ongoing operation and maintenance of the wastewater treatment plan and the effluent disposal system.
- (v) The estimated cost of the installed system is \$12,000.00 + GST. The costing is valid at the date of issue of the 224(c) certificate.
- (vi) Following 12 months of operation of the wastewater treatment and effluent disposal system the lot owner shall provide certification to Council that the system is operating in accordance its design criteria.
- (vii) It has not been a condition of consent to require that power or telecommunications be reticulated to the boundary of the lot. It will be the responsibility of any future landowner to install these services to the lot as required. Please note that if an aerobic wastewater treatment plant is required for waste water disposal it requires power to operate.

SIGNED:


By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at KERIKERI this 11th day of June 2018



View Instrument Details



Instrument No 11129238.4
Status Registered
Date & Time Lodged 22 June 2018 11:37
Lodged By Pludthura, James
Instrument Type Easement Instrument



Affected Computer Registers	Land District
796426	North Auckland
796427	North Auckland
796428	North Auckland
796429	North Auckland
796430	North Auckland
796431	North Auckland
796432	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by James Pludthura as Grantor Representative on 02/07/2018 02:44 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by James Pludthura as Grantee Representative on 02/07/2018 02:44 PM

*** End of Report ***

Form B

**Easement instrument to grant easement or *profit à prendre*, or create
land covenant**

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

Grantor

WAITOTO DEVELOPMENTS LIMITED

Grantee

WAITOTO DEVELOPMENTS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The **Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"A" & "B" on DP 514058	Lot 5 DP 514058 – Identifier 796429	Lot 2 DP 514058 – Identifier 796426 Lot 3 DP 514058 – Identifier 796427 Lot 4 DP 514058 – Identifier 796428 Lot 6 DP 514058 – Identifier 796430 Lot 7 DP 514058 – Identifier 796431 & Lot 8 DP 514058 – Identifier 796432
	"C" on DP 514058	Lot 5 DP 514058 – Identifier 796429	Lot 2 DP 514058 – Identifier 796426 Lot 3 DP 514058 – Identifier 796427 Lot 4 DP 514058 – Identifier 796428 Lot 6 DP 514058 – Identifier 796430 & Lot 7 DP 514058 – Identifier 796431
Right to Convey Electricity, Telecommunications & Computer Media	"A" & "B" on DP 514058	Lot 5 DP 514058 – Identifier 796429	Lot 2 DP 514058 – Identifier 796426 Lot 3 DP 514058 – Identifier 796427 Lot 4 DP 514058 – Identifier 796428 Lot 6 DP 514058 – Identifier 796430 Lot 7 DP 514058 – Identifier 796431 & Lot 8 DP 514058 – Identifier 796432

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 _____]

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 _____]~~

Form L

Annexure Schedule

Page 3 of 4 Pages

*Insert instrument type*Easement Instrument to grant easement or *profit a pendre*, or create land covenant*Continue in additional Annexure Schedule, if required*

CONTINUATION OF SCHEDULE A

Purpose (Nature and Extent) of Easement; <i>Profit</i> or covenant	Shown (plan reference)	Servient Tenement	Dominant Tenement
Right to convey electricity, Telecommunications & Computer Media	"C" on DP 514058	Lot 5, DP 514058 – Identifier 796429	Lot 2, DP 514058 – Identifier 796426, Lot 3, DP 514058 – Identifier 796427, Lot 4, DP 514058 – Identifier 796428, Lot 6, DP 514058 – Identifier 796430 & Lot 7, DP 514058 – Identifier 796431
Right to convey electricity, Telecommunications & Computer Media	"D" on DP 514058	Lot 6, DP 514058 – Identifier 796430	Lot 4, DP 514058 – Identifier 796428
Right to convey electricity, Telecommunications & Computer Media	"G" on DP 514058	Lot 7, DP 514058 – Identifier 796431	Lot 8, DP 514058 – Identifier 796432
Pedestrian right of way	"C" on DP 514058	Lot 5, DP 514058 – Identifier 796429	Lot 8, DP 514058 – Identifier 796432
Pedestrian right of way	"E" on DP 514058	Lot 3, DP 514058 – Identifier 796427	Lot 2, DP 514058 – Identifier 796426, Lot 4, DP 514058 – Identifier 796428, Lot 5, DP 514058 – Identifier 796429, Lot 6, DP 514058 – Identifier 796430 & Lot 7, DP 514058 – Identifier 796431, Lot 8, DP 514058 – Identifier 796432

Form L

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

PEDESTRIAN RIGHT OF WAY

The following provisions shall apply to the pedestrian right of way easement:

1. The provisions of Schedule 5 of the Property Law Act 2007 shall not apply in relation to the pedestrian right of way.
2. Pedestrian right of way includes the right for the Grantee and other authorised persons (in common with the Grantor and other authorised persons) at all times to go over and along the easement facility by foot, and not by vehicle, machinery or other implement.
3. Pedestrian right of way includes the right to repair and maintain the easement facility and the right to have the easement facility kept clear at all times of obstructions (whether caused by deposit of materials or implements or unreasonable impediment) to the use and enjoyment of the easement facility.
4. No power is implied for the Grantor or Grantee to terminate the easement for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the Grantor and Grantee that this pedestrian right of way easement shall continue for all time unless it is surrendered.
5. Clause 11 of the Land Transfer Regulations 2002 shall apply to the pedestrian right of way.
6. To the extent of any conflict between Schedule 4 of the Land Transfer Regulations 2002 and the provisions relating to the pedestrian right of way under this annexure schedule, the latter shall prevail.

View Instrument Details



Instrument No 11129238.5
Status Registered
Date & Time Lodged 22 June 2018 11:37
Lodged By Pludthura, James
Instrument Type Easement Instrument



Affected Computer Registers	Land District
796425	North Auckland
796426	North Auckland
796427	North Auckland
796428	North Auckland
796429	North Auckland
796430	North Auckland
796431	North Auckland
796432	North Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

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 James Pludthura as Grantor Representative on 22/06/2018 11:35 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by James Pludthura as Grantee Representative on 22/06/2018 11:35 AM

*** End of Report ***

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

Grantor		<i>Surname(s) must be <u>underlined</u>.</i>	
WAITOTO DEVELOPMENTS LIMITED			
Grantee		<i>Surname(s) must be <u>underlined</u>.</i>	
WAITOTO DEVELOPMENTS LIMITED			
Grant of easement or <i>profit à prendre</i> or creation of covenant			
<p>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 <i>profit(s) à prendre</i> 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).</p>			
Schedule A		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive land covenants		796425, 796426, 796427, 796428, 796429, 796430, 796431 and 796432	796425, 796426, 796427, 796428, 796429, 796430, 796431 and 796432
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<p>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.</p> <p>The implied rights and powers are varied/negated/added to or substituted by:</p> <p>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</p> <p>The provisions set out in the Annexure Schedule.</p>			
Covenant provisions		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<p>The provisions applying to the specified covenants are those set out in the Annexure Schedule.</p> <p>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</p>			

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*Continue in additional Annexure Schedule, if required.***1. Land Covenants ("Covenants")**

(a) These Covenants shall:

- (i) run with each of the Lots of the Subdivision;
- (ii) be for the benefit of and appurtenant to each of the Lots of the Subdivision; and
- (iii) all expire on 1 January 2039.

(b) For the purposes of these Covenants:

- (i) "Allow" includes do, facilitate, permit and suffer.
- (ii) "Construct" and "Construction" includes installing, erecting, relocating, and repairing, renovating, replacing or placing on the Land, Lot or in any Building and also includes "Allow" to construct.
- (iii) "Land" and "Lot" means any lot having the burden and/or the benefit of these Covenants as described in clause (a) above.
- (iv) "Developer" means Waitoto Developments Limited
- (v) "Subdivision" means all of the land originally contained in Identifier 551765 being the head title.

(c) For the following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (i) the headings are for convenience only and shall not affect the interpretations of this instrument; and
- (ii) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.

2. Approvals

(a) All approvals or consents required by these Covenants shall be:

- (i) Obtained by the Grantor from the Developer (or by its appointed agent) prior to any relevant work being carried out on the Land; and
- (ii) Given or refused in the sole discretion of the Developer; and
- (iii) Subject to the Developer reserving its right to approve requirements for one party without creating any form of precedent for another party. Further the Developer may refuse an identical requirement from another party without having to give reasons.

(b) The address of the Developer (or its agent) for approvals is PO Box 254, Kumeu, Auckland 0841.

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*Continue in additional Annexure Schedule, if required.***3. Covenants**

- (a) Subject to clause 5 below, without first receiving the Approval of the Developer the Grantor shall not:
 - (i) Erect a dwelling on the Property unless it is:
 - a. newly constructed on the Property with all material used in construction of the House being first grade new materials and constructed in accordance with conditions of the building permit; or
 - b. a relocated second-hand dwelling which has been inspected and approved in writing by the Developer at its sole discretion prior to the relocation.
- (b) Rubbish, including but not limited to stockpiles of any make, is not to be turned or allowed to accumulate on the Land.
- (c) The Property shall not be used as a trademan's yard or stockyard.

4. Native Bush

- (a) The Grantor shall not remove or damage any native bush other than as a result of the natural deterioration of such native bush.

5. Developer's approval

- (a) The role of the Developer to give approvals under these Covenants will terminate 12 months from it ceasing to be an owner of any Lots on the Subdivision, and from that date the right to enforce or waive the rights and benefits so conferred will, in accordance with normal legal principles, vest in the registered proprietors of the Dominant Land.
- (b) The Developer may assign or delegate its rights, powers and discretions set out in these Covenants.
- (c) Any approval required from the Developer under these Covenants means written approval.
- (d) The Developer's right to grant or decline any request for approval under the Covenants is an unfettered right and does not allow any person to challenge for any reason the giving of the declining of any such approval. For the avoidance of doubt, no person will have any claim against the Developer in respect of any decision that the Developer or their assignee or delegate makes in respect of any approval sought.

6. Compliance and Management of the Covenants

- (a) For the purposes of the Covenants:
 - (i) "Purchaser" shall include any registered proprietor of any lot in the Subdivision;
 - (ii) The "Developer" may include any but not be limited to limited liability company nominated by the Developer at any time which shall have the sole object of

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managing compliance with the Covenants on all of the Lots in the Subdivision, the shares of which may be owned by any other registered proprietor of any lot in the Subdivision;

- (iii) "Costs" shall include all costs incurred by the Developer in order to effect any Purchaser's compliance with the Covenants including recovery of the Developer's legal costs on a solicitor client basis and interest incurred on any such costs so invoiced by the Developer to the Purchaser at the daily overdraft rate of the Developer's bank.
- (b) The Purchaser agrees that the value of the Property and the other Lots in the Subdivision may be diminished if the Purchaser fails to observe and perform the Covenants.
- (c) The Purchaser shall be liable to rectify, remove, or carry out any remedial work necessary to achieve compliance with the Covenants upon receiving 20 working days written notice of any non-compliance with any Covenant from the Developer to the Purchaser.
- (d) The Developer may at its discretion, after a further 10 working days from any non-compliance with the above notice, take the necessary steps in order to effect compliance with the Covenants on the Purchaser's Land at the Purchaser's expense in every respect and the Purchaser shall not resist such steps and:
 - (i) The Purchaser may not issue a trespass notice against the Developer or any person employed or contractor engaged for the purposes of effecting compliance with the Covenants.
 - (ii) The Developer shall be entitled to register a caveat preventing a transfer of the Property on the basis that any costs incurred by the Developer shall be a charge against the Purchaser's title.
- (e) The Purchaser shall remain liable to comply with the Covenants until the Property is transferred out of the Purchaser's name. After that transfer, the Purchaser and any future registered proprietors of the Property will be liable to observe and perform the Covenants only while they are registered as proprietors of the Property. A transfer of the Property by a vendor will not, however, relieve any party from any accrued liability which has arisen before the date of the transfer.
- (f) The Grantee and the Grantor agree that the Developer does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, the Developer does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep the Developer indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

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*Continue in additional Annexure Schedule, if required.***7. Enforcement**

- (a) If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):
- (i) Upon written notice being given by the Grantee (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
 - (ii) Forthwith upon receipt of such notice to remove or cause to be removed from the Land any structure, rubbish, stockpile or other item on the Land in breach or in non-observance of the foregoing Covenants; and
 - (iii) Forthwith upon receipt of any such notice to replace any such building materials or other nonconforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
 - (iv) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

8. Dispute Resolution

- (a) Except as relates to the exercise of any discretion, opinion or consent requested of the Developer under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- (b) If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- (c) If an arbitrator cannot be agreed upon within a further 10 working days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
- (d) Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

9. Sunset clause of the Covenants and Certificates of Compliance

- (a) The Covenants which require the Developer's prior consent or approval shall expire on 1 January 2039, but expiry will not affect the rights of any parties which may have arisen before that date.

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- (b) The Developer shall, upon written request from any Purchaser, issue a certificate of compliance in respect of the Covenants on the Purchaser's Property and any such certificate may be relied on by any third party purchaser as at the issuance date of any such certificate



Top Energy Limited

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22 January 2026

Natalie Watson
Williams & King
PO Box 937
KERIKERI 0230

Email: nat@saps.co.nz

To Whom It May Concern:

RE: PROPOSED SUBDIVISION

Good Move Property Limited – Weka Lane and Ricker Road, Okaihau. Lot 1 & 2 DP 514058.

Thank you for your recent correspondence with attached proposed subdivision scheme plans.

Top Energy's requirement for this subdivision is nil. Design and costs to provide a power supply could be provided after application and an on-site survey have been completed.

Link to application: [Top Energy | Top Energy](#)

In order to get a letter from Top Energy upon completion of your subdivision, a copy of the resource consent decision must be provided.

Yours sincerely

Aaron Birt

Planning and Design

T: 09 407 0685

E: aaron.birt@topenergy.co.nz