

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 Schedule 4). 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

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:

Matt Hatchard

Email:

Phone number:

Work

Home

Postal address:

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

216 PAaoa Bay Road, Russell

Postcode

0272

6. Address for Correspondence

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

Name/s:

Heather Osborne

Email:

Phone number:

Work

Home

Postal address:

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

274A Whau Valley Road, Whangarei

Postcode

0112

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

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:

Adam Flynn

**Property Address/
Location:**

216 Paroa Bay Road, Russell

Postcode

0272

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

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)

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.

☐ 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

13. Draft Conditions:

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

If yes, do you agree to extend the processing timeframe pursuant to Section 37 of the Resource Management Act by 5 working days? ☐ Yes ☐ No

14. 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)	Matt Hatchard		
Email:			
Phone number:	Work	Home	
Postal address: (or alternative method of service under section 352 of the act)	216 Paroa Bay Road, Russell		
	Postcode		0272

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.

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)	Heather Osborne		
Signature: (signature of bill payer)		Date	14-Oct-2025

MANDATORY

15. 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.

15. Important information continued...

Declaration

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

Name: (please write in full)

Heather Osborne

Signature:

[Redacted Signature]

Date 14-Oct-2025

A signature is not required if the application is made by electronic means

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.

RESOURCE CONSENT APPLICATION

& ASSESSMENT OF ENVIRONMENTAL EFFECTS

Application for Land Use Consent to Construct a New Habitable Shed for
Adam Flynn at 216 Paroa Bay Road, Russell

Report Reference CPL - 33

Report Date: 14 October 2025

Table of Contents

1.	Application Overview	1
1.1.	Report Basis.....	1
1.2.	Property Details	1
1.3.	Relevant Title Memorials.....	1
1.4.	Processing Request(s)	2
1.5.	Activity Status	2
2.	Site Description	3
2.1.	Subject Site.....	3
3.	Description of the Proposal.....	5
3.1.	General.....	5
4.	District Plan Assessment	7
4.1.	Reasons for Consent	7
4.2.	National Environmental Standard – Contaminated Soils.....	8
4.3.	Proposed Far North District Plan (PDP)	9
4.4.	Overall Activity Status	10
5.	Assessment of Environmental Effects	11
5.1.	Permitted Baseline	11
5.2.	Assessment of Effects	11
5.2.1.	The location of the building	11
5.2.2.	The size, bulk, and height of the building in relation to ridgelines and natural features..	12
5.2.3.	The colour and reflectivity of the building.....	12
5.2.4.	The extent to which planting can mitigate visual effects.....	12
5.2.5.	Any earthworks and/or vegetation clearance associated with the building.....	13
5.2.6.	The location and design of associated vehicle access, manoeuvring and parking areas..	13

5.2.7. The extent to which the building and any associated overhead utility lines will be visually obtrusive	13
5.2.8. The cumulative visual effects of all the buildings on the site	13
5.2.9. The degree to which the landscape will retain the qualities that give it its naturalness, visual and amenity values	14
5.2.10. The extent to which private open space can be provided for future uses	14
5.2.11. The extent to which the siting, setback and design of building(s) avoid visual dominance on landscapes, adjacent sites and the surrounding environment	14
5.2.12. The extent to which non-compliance affects the privacy, outlook and enjoyment of private open spaces on adjacent sites.....	15
5.3. Overall Effects.....	15
6. Notification Assessment.....	16
6.1. Public Notification	16
6.2. Limited Notification	16
6.3. Notification Conclusion.....	16
7. Planning and Statutory Assessment	17
7.1. Part II Matters	17
7.2. District Plan (Operative) Objectives and Policies.....	17
7.3. Regional Planning Instruments	18
8. Conclusion.....	19

APPENDICES

- Appendix 1** Certificate of Title
- Appendix 2** Certificate of Title Interests
- Appendix 2** Proposed Plan Set

1. Application Overview

1.1. Report Basis

This report has been prepared for Adam Flynn in support of an application to construct a new habitable shed building in the General Coastal Zone (SETZ) of the operative Far North District Plan (FNDP). The site is located at 216 Paroa Bay Road, Russell.

The application has been prepared in accordance with Section 88 and the Fourth Schedule of the Resource Management Act, 1991 (RMA). Section 88 of the RMA requires that resource consent applications be accompanied by an Assessment of Environmental Effects (AEE) in accordance with the Fourth Schedule.

The report also includes an analysis of the provisions of the district, regional and national planning documents that are relevant to the assessment and required under s104 of the RMA.

1.2. Property Details

Site Location	216 Paroa Bay Road, Russell.
Legal Description(s)	Lot 1 Deposited Plan 321988
Record of Title(s)	CoT 87746
Owner(s)	Adam Flynn
Site Area(s)	1.8440 hectares more or less
Consent Authority	Far North District Council

1.3. Relevant Title Memorials

A copy of the Record of Title (RoT) is attached in **Appendix 1**. There are a range of interests held on this Title (**Appendix 2**), as are summarized below –

- **Encumbrance 5646464.4** – N/A to this application

- **Land Covenant – 5646464.8** – This private covenant includes a range of controls for the development of a dwellinghouse on the ‘servient lots’, including the subject lot. As the proposal is for a new shed that will act as an accessory building to the existing residential activity on site, the proposal complies with the conditions of the covenant.
- **Land Covenant 5706899.1** – This private land covenant requires management and controls around an identified stream, ‘water body’ and ‘water management area’ that is not affected by the location of the current proposal.
- **Land Covenant 5706899.2** – This private covenant restricts the planting of trees and/or shrubs and erection of buildings within a designated area that falls outside of the area relevant to the current application.
- **Land Covenant 5706899.3** – This private covenant restricts the planting of trees and/or shrubs and erection of buildings within a designated area that falls outside of the area relevant to the current application. It also requires management and controls around an identified ‘water management area’ that is not affected by the location of the current proposal.

1.4. Processing Request(s)

Should Council require any additional information or wish to clarify any matter raised by this proposal, please contact Heather Osborne on 021 183 6128 or email heather@commonsplanning.co.nz.

Prior to the release of any decision, it is requested that a copy of the draft conditions of consent be emailed to me for review and comment.

1.5. Activity Status

Application is made for a **Discretionary Activity** consent.

Further description of the relevant provision that resource consent is sought under, and the associated activity status, is provided in Section 4 of this report.

2. Site Description

2.1. Subject Site

The subject site is located at 216 Paroa Bay Road, Russell. The Title for the subject site has the legal description Lot 1 Deposited Plan 321988.

Figure 1 below identifies the subject property (shaded pink) in its surrounding locality. The aerial photo shows the boundaries of the site and the characteristics of the land within the site.

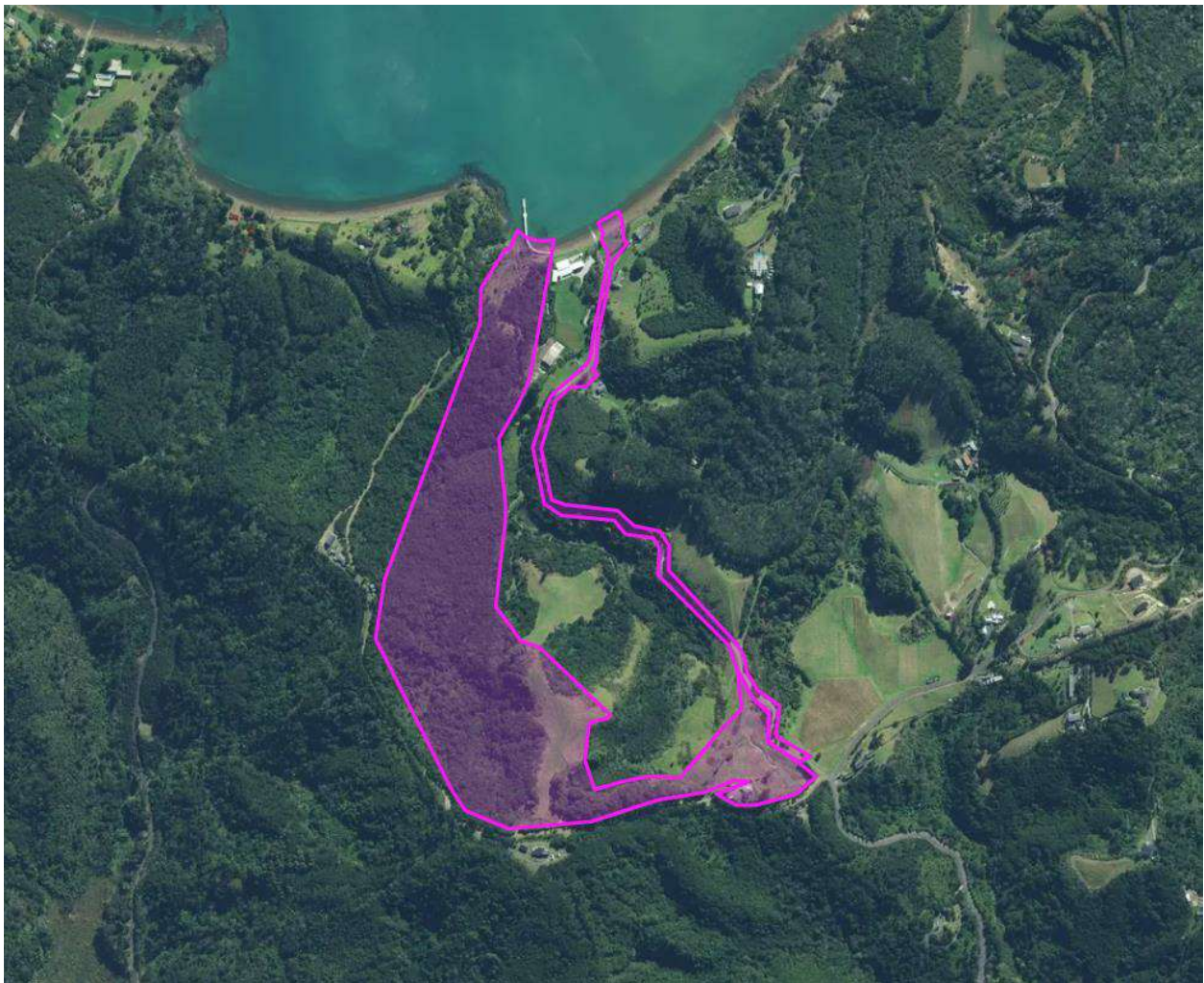


Figure 1: Subject Site. Source: Land Information NZ, download date 10/10/2025

The lot is irregular in shape with a horseshoe formation providing access to the coastal edge of Paroa Bay and returning inland with a steep rise in elevation to the existing built form contained within the south-eastern extent of the lot. The site is predominantly in vegetation excluding limited clearings in pasture/grass cover. The area within the immediate vicinity of the proposed new shed is in metal cover with a small margin of vegetation where the bank falls steeply away to the road on the southern boundary.

The site has an existing residential unit, decking and servicing located within the southeastern portion of the lot. This small portion of the allotment is bounded on its northern edge by an additional, unutilised section of paper road. There is existing metalled access to the existing residential unit on the site that is gained via an existing vehicle crossing from the active portion of Paroa Bay Road. The access is for the exclusive use of this site.

3. Description of the Proposal

3.1. General

This proposal seeks resource consent for the construction of a new triple bay, habitable shed that will act as an accessory building to the existing residential unit located in close proximity on the subject site. The shed will be within the General Coastal Zone of the operative Far North District Plan.

Figure 2 below shows the proposed habitable shed within the south-eastern corner of the subject site. The full plan set, including floor plans and elevations, prepared by Burrett & Associates Limited, dated 01/10/25, is provided as **Appendix 3** to this application.

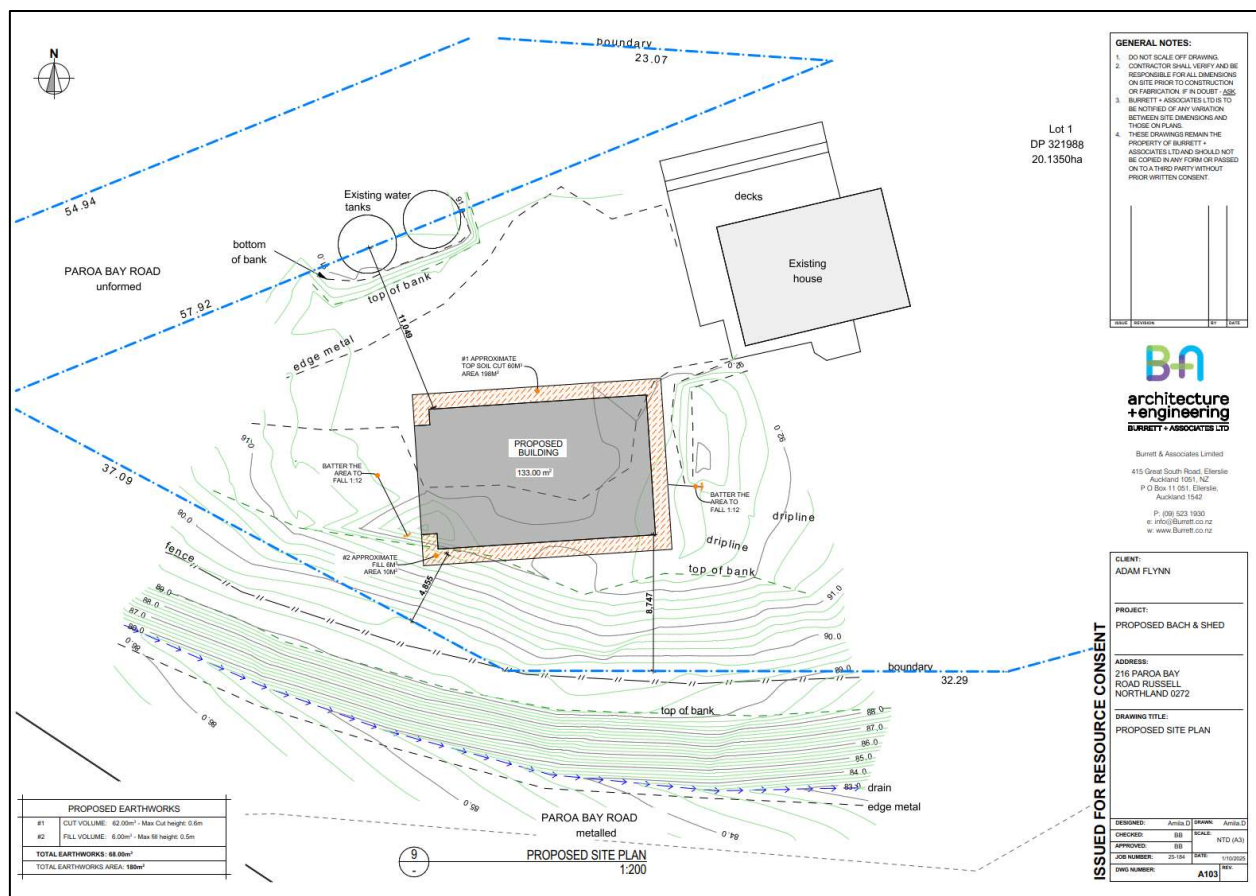


Figure 2 - Site Plan, prepared by Burrett & Associates Limited, dated 01/10/25. (Full plan set found in Appendix 3)

The new building will be located a minimum of 4.855m from the southern road boundary, infringing the required 8m boundary setback requirement of the zone. The proposed shed will also have a ground floor area of 133m² and a first-floor area of approximately 54m², infringing the maximum allowable gross floor area of the zone.

The building will be two storeys, with a maximum height of 7.212m. The first level is proposed to be used predominantly for parking; the second storey is proposed to provide overflow accommodation as ancillary to the existing residential unit which is located within 10m of the proposed shed. This second level includes a living/dining area and a separate bedroom and bathroom. No formal kitchen facilities are proposed.

The proposed shed will utilise existing on-site services and access. It will require approximately 60m³ cut of topsoil and 6m² fill. The roof and cladding is proposed to be in colour karaka with a Total Solar Reflectance (TSR) value of 24% and a Light Reflectance Value (LRV) of 8%, or similar.

4. District Plan Assessment

4.1. Reasons for Consent

The proposal requires consent pursuant to the following rules of the Operative Far North District Plan:

- **10.6.5.1.1 VISUAL AMENITY –**

The following are permitted activities in the General Coastal Zone:

- a) any new building(s) not for human habitation provided that the gross floor area of any new building permitted under this rule, does not exceed 50m² or for human habitation provided that the gross floor area does not exceed 25m²; and*
- b) the exterior is coloured within the BS5252 standard colour palette range with a reflectance value of 30% or less or are constructed of natural materials which fall within this range; or*
- c) any alteration/addition to an existing building which does not exceed 50m², provided that any alteration/ addition does not exceed the height of the existing building and that any alteration/addition is to a building that existed at 28 April 2000; or*
- d) renovation or maintenance of any building.*

Note: The effect of this rule is that a resource consent is needed for any new building(s) not for human habitation with a gross floor area of greater than 50m² or any building(s) for human habitation with a gross floor area of greater than 25m².

Assessment: The proposed shed will not comply with sub-rule (a) of Rule 10.6.5.1.1. The proposed building will have a gross floor area of 133m², including approximately 54m² of area proposed to be used for habitation.

The exterior is proposed in karaka green, being of a natural colour with a reflectance value of less than 30%, or similar, to meet the requirement of sub-clause (b). Sub-clause (c) and (d) are not relevant to the proposal as no alterations, additions, maintenance or repair of existing buildings are proposed.

- **10.6.5.1.7 SETBACK FROM BOUNDARIES –**

- a) *no building shall be erected within 10m of any site boundary, except that on any site with an area of less than 5,000m², this setback shall be 3m from any site boundary;*
- b) *no building for residential purposes shall be erected closer than 100m from the boundary of the Minerals Zone.*

Assessment: The proposal will result in a minimum setback of 4.855m from the southern site boundary, representing a 5.145m infringement of Rule 10.6.5.1.7(a).

- **10.6.5.4 DISCRETIONARY ACTIVITIES –**

An activity is a discretionary activity in the General Coastal Zone if:

- (a) it complies with Rules 10.6.5.4.1 Residential Intensity; 10.6.5.4.2 Transportation; 10.6.5.4.3 Scale of Activities and 10.6.5.4.5 Helicopter Landing Areas and/or 10.6.5.4.4 Integrated Development below; and*
- (b) it complies with the relevant standards for permitted, controlled, restricted discretionary or discretionary activities set out in Part 3 of the Plan - District Wide Provisions; but*
- (c) it does not comply with one or more of the other standards for permitted, controlled or restricted discretionary activities in this zone as set out under Rules 10.6.5.1; 10.6.5.2 and 10.6.5.3 above.*

Assessment: The proposal will not comply with two of the standards for permitted activities in this zone as set out under Rule 10.6.5.1; and therefore, qualifies as a Discretionary Activity pursuant to this rule.

4.2. National Environmental Standard – Contaminated Soils

All applications that involve subdivision, an activity that changes the use of a piece of land, or earthworks are subject to the provisions of the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health Regulations 2011(NES). The

regulation sets out the requirements for considering the potential for soil contamination, based on the HAIL (Hazardous Activities and Industries List) and the risk that this may pose to human health as a result of the proposed land use.

In this instance, the proposal involves the construction of a new building on land in a 'General Coastal Zone' that is currently in metalled surfacing. There is nothing to currently suggest that an activity on the HAIL is taking place on the site/ 'piece of land'. Additionally, there are no notations shown within proximity to the 'piece of land' on the Northland Regional Council's Select Land Use Register which identifies any site that due to its historical or current land use is potentially contaminated.

There are no further HAIL activities that are known to have taken place on the relevant piece of land and therefore the NES is not considered relevant to this proposal.

4.3. Proposed Far North District Plan (PDP)

The Proposed Far North District Plan (PDP) was publicly notified in 2022. The PDP aims to introduce new provisions for the district which sustainably manage growth and development while protecting the natural environment, cultural values, and character for future generations. Council Decisions on further submissions on the PDP are expected in May 2026. Most of the provisions in the PDP do not yet have legal effect. Only select provisions—such as those related to Historic Heritage, Sites and Areas of Significance to Māori, and Coastal Marine setbacks—carry immediate legal effect.

The subject site at 216 Paroa Bay Road will be re-zoned to be included in the proposed Rural Production Zone of the PDP. The site will also be subject to the Coastal Area and High Natural Character overlay in its northern extent (not affecting the area of the proposed shed subject of this application). These proposed provisions have been publicly notified but are not yet operative and therefore carry limited legal weight.

The rules that are considered immediately operative and of relevance to the current application are as follows:

- EW-R12- requires the use of an Accidental Discovery Protocol (ADP) for any earthworks. It is expected that the proposal will employ an ADP for the limited earthworks undertaken on the site to comply with the rule as a permitted activity.
- EW-R13 – requires that any earthworks comply with the prescribed erosion and sediment controls. It is expected that any earthworks will be undertaken in accordance with GDO5 Erosion and Sediment Controls to comply with the rule as a permitted activity.

4.4. Overall Activity Status

Overall, the activity status for the proposal is a **Discretionary Activity**.

5. Assessment of Environmental Effects

5.1. Permitted Baseline

Section 104(2) of the RMA allows a consent authority to disregard an adverse effect of an activity on the environment if a plan (the FNDP in this instance) permits an activity with that effect. This is commonly referred to as the permitted baseline.

In regard to the land use permitted by the provisions of the Far North District Plan General Coastal Zone, habitable buildings are provided for under Rule 10.6.5.1.1 where they have a maximum GFA of 25m² and where they are setback at least 10m from the site boundaries. The proposal will comply with all other requirements for buildings in the zone, including being clad and roofed in natural colours with an LRV less than 30% and having a height less 8m. It is therefore the effects of the proposed additional GFA and reduced setback to the road boundary that requires an assessment of potential environmental effects, as is provided below.

5.2. Assessment of Effects

Section 104B of the RMA 1991 provides for a consent authority to either grant or refuse an application with a Discretionary Activity Status, without any special restrictions. They also may impose conditions if they choose to grant a consent. On that basis, the following Assessment of Environmental Effects (AEE) is provided to address the application in full and relevant conditions proposed.

5.2.1. The location of the building

The proposed habitable shed is to be located in the southeastern corner of the site, within an area that is already modified and metalled. This location is immediately adjacent to the existing residential dwelling and avoids areas of indigenous vegetation, natural water bodies, and prominent landforms that exist within the balance of the site. It is well set back from the coastal edge of Paroa Bay and is sited to take advantage of existing access and servicing infrastructure.

The selected position ensures that the building does not encroach upon any ecologically sensitive areas and allows for effective integration into the existing developed part of the property.

5.2.2. The size, bulk, and height of the building in relation to ridgelines and natural features

The proposed building is two storeys in height, with a ground floor area of 133m² and an upper floor of approximately 54m². The overall height is 7.212 metres, which is within the typical height range for rural accessory buildings. It is situated in a naturally recessed area of the site and is located on an elevated platform, but within the context of existing built form as a foreground and established vegetation as a background to any views of the site. The building is aligned with the existing development and avoids disruption to the natural skyline or coastal views.

5.2.3. The colour and reflectivity of the building

The exterior of the shed is proposed to be finished in Karaka green or a similar natural tone. This colour has a low reflectivity, with a Total Solar Reflectance (TSR) of 24% and a Light Reflectance Value (LRV) of 8%. These values are well within the acceptable range prescribed in the District Plan and ensure the building will visually recede into the surrounding environment. The colour has been selected specifically to blend with the vegetated context of the site and to avoid any stark contrast with the natural landscape.

5.2.4. The extent to which planting can mitigate visual effects

The building site is bordered by existing vegetation on the southern and eastern boundaries, which provides effective visual screening. The existing bush and planting around the development area will be retained, and no additional vegetation clearance is required for the proposal. Due to the density of the surrounding vegetation and the recessive nature of the site, further planting is not necessary for visual mitigation. The shed will be largely obscured from external viewpoints, and especially from public roads and the coastal edge.

5.2.5. Any earthworks and/or vegetation clearance associated with the building

The proposal includes limited earthworks involving the removal of approximately 60 cubic metres of topsoil and 6 square metres of fill. These earthworks will occur entirely within a previously disturbed and cleared area that is already surfaced in gravel. There is no indigenous vegetation proposed for removal, and the earthworks will be managed in accordance with best practice erosion and sediment control measures. The scale of earthworks is modest and will not result in any significant alteration of the landform or hydrological patterns on the site.

5.2.6. The location and design of associated vehicle access, manoeuvring and parking areas

The proposed shed will be accessed via the existing driveway that currently serves the main residential dwelling. No new access points or driveways are required. The ground floor of the shed is designed to accommodate vehicle parking and storage, with sufficient internal space to allow for manoeuvring. The vehicle crossing from Paroa Bay Road is already formed, and the internal circulation space is adequate to support vehicle access without modification to the surrounding landform or vegetation.

5.2.7. The extent to which the building and any associated overhead utility lines will be visually obtrusive

The building is not expected to be visually obtrusive due to its colour scheme, its placement within a contained part of the site, and the proximity to existing built development. No new overhead utility lines are proposed in association with this application. All services will connect through existing underground or site-contained systems. The building's form, location, and materials reduce the potential for visual impact from both near and distant viewpoints.

5.2.8. The cumulative visual effects of all the buildings on the site

Currently, the only other building on the site is a single residential unit located near the proposed shed and with a very modest footprint. The addition of this habitable shed will result in two buildings situated in close proximity to act together to form one residential unit. The clustering of buildings in one area reduces the spread of development and maintains the openness and

vegetated character of the remainder of the property. The overall built form remains low in density and consistent with rural residential development patterns in the area.

5.2.9. The degree to which the landscape will retain the qualities that give it its naturalness, visual and amenity values

The vast majority of the site will remain in its current vegetated state, and the proposed development is confined to an area that is already cleared and disturbed. The shed is designed with recessive colours and materials and is positioned to avoid visually prominent ridgelines, water bodies, or significant vegetation. The project retains the key qualities of naturalness, openness, and visual amenity that characterise the wider coastal rural landscape.

5.2.10. The extent to which private open space can be provided for future uses

The property, being 1.8440 hectares in size, contains ample private open space. The construction of the shed will not restrict or limit the availability of space for future activities. Open space remains available for informal recreation, gardening, or other permitted uses, and the building's footprint is small relative to the overall site area.

5.2.11. The extent to which the siting, setback and design of building(s) avoid visual dominance on landscapes, adjacent sites and the surrounding environment

Although the building does not comply with the 10-metre boundary setback, it is still sited 4.855 metres from the southern boundary and is visually recessed within the landscape. The building's design is sympathetic to its surroundings, and its location adjacent to the existing house limits its visual spread. No other dwellings are located near the boundary in question, and the proposed shed is not anticipated to dominate views from adjoining sites or public viewpoints.

The portion of road adjacent to the area where the reduced setback will occur is set well below the subject site and the steep road reserve bank provides a heavily vegetated margin between the

road user and the shed site, reducing any views or dominance of built form beyond the road boundary.

5.2.12. The extent to which non-compliance affects the privacy, outlook and enjoyment of private open spaces on adjacent sites

Due to the size of the lot and the separation from neighbouring properties, there will be no impact on the privacy or outlook of adjacent landowners. The proposed shed is located away from any adjoining dwellings and does not create any opportunities for overlooking or intrusion into private open spaces. The habitable space within the building is modest in scale, and its use as overflow accommodation ensures that activity levels will remain low and compatible with the existing residential environment.

5.3. Overall Effects

The proposed habitable shed at 216 Paroa Bay Road has been carefully designed and sited to respond appropriately expectation for built form in the General Coastal Zone of the Far North District Plan. The location, scale, and appearance of the building are compatible with the surrounding landscape, and the development avoids visually sensitive areas, including any dominance for road users of Paroa Bay Road. Existing access and vegetation minimise additional impacts, and the shed complements the existing residential use without affecting neighbouring properties. Overall, the proposal maintains the natural character, visual amenity, and low-density pattern anticipated in the General Coastal Zone.

6. Notification Assessment

6.1. Public Notification

An assessment of potential environmental effects has been provided in Section 5 of this application.

Pursuant to S95(A) of the RMA, the adverse effects anticipated to result from the proposed activity are de minimus or at the very most less than minor, overall. The new MRU will provide an additional living area on the property whilst maintaining an appropriate bulk, scale and location to blend with existing development on site and meeting the expectations of the zoning. Therefore, the effects will be indiscernible to the wider environment.

Furthermore, there are no special circumstances that exist in relation to the proposal, no request for public notification is made and there is no relevant rule or national environmental standard that requires public notification. Therefore, the proposal is requested to proceed without the need for public notification.

6.2. Limited Notification

Pursuant to 95(B) of the RMA, and in accordance with the considerations required by S95(E-G) of the RMA, this application confirms that there are no parties to be adversely affected by this proposal. The assessment is made on the basis of the reasons provided in the preceding assessment of environmental effects, summarised here:

- The proposed habitable shed is appropriately located within an existing cleared area, avoiding visual prominence, and any impacts on natural features, and sensitive vegetation.
- Its design, scale, and colour minimise visual effects and integrate well with the surrounding landscape and existing development.
- The proposal maintains privacy, amenity, and open space, with no adverse effects on neighbouring properties, including the adjoining road reserve.

6.3. Notification Conclusion

In consideration of the above assessment, it is proposed that the application can proceed on a non-notified basis.

7. Planning and Statutory Assessment

7.1. Part II Matters

In considering this application under s 104(1), the required assessment is subject to Part 2 of the Resource Management Act.

As per current case law¹, an assessment of matters under Part 2 is only required where there is invalidity, incomplete coverage or uncertainty in the planning provisions. The Operative FNDP contains provisions that are relevant to the proposal, and there is no evidence to suggest the relevant provisions are invalid, incomplete or present uncertainty in making any decision. The proposed FNDP has also been assessed to ensure the proposal aligns with a more up to date set of planning provisions. No assessment of the Part 2 provisions is therefore considered to be required in this instance.

7.2. District Plan (Operative) Objectives and Policies

The proposed habitable shed aligns with the overarching objective of preserving the natural character of the coastal environment. By situating the building within an already modified, metalled area close to the existing dwelling, the development avoids intrusion into undeveloped or visually sensitive parts of the site. This approach is consistent with Objective 10.6.3.1 and associated policies that seek to manage development in a way that protects the coastal landscape from inappropriate use or overdevelopment.

In terms of scale and design, the shed maintains compatibility with the rural coastal character envisaged by the FNDP. The building meets the required height criteria, utilises a recessive colour scheme (Karaka green), and avoids any vegetation removal or excessive earthworks, thereby giving effect to Policy 10.6.4.1, which seeks to control the form of buildings. Its design is intentionally recessive and integrates well with the natural surroundings, consistent with Policy 10.6.4.4, which encourages blending buildings into the coastal landscape.

Visual amenity is further protected through the retention of surrounding vegetation and the use of materials with low reflectivity. There are no new accessways or visible service connections required, and the structure is not visible from public roads or the coastal margin. These features

¹ R J Davidson Family Trust v Marlborough DC [2017] NZHC 52

give effect to Policy 10.6.4.2, which seeks to maintain the visual qualities and open space values of the coastal environment, particularly by preventing visually dominant or out-of-place structures.

The proposal also supports the objective of maintaining low development density in coastal areas. The intensity of development remains low and clustered in a single part of the site. This approach is consistent with Policy 10.6.4.3, which seeks to avoid a scattered pattern of development that may undermine the area's natural character or lead to cumulative adverse effects.

Lastly, the proposal enables a level of development that supports ongoing residential use without compromising environmental values, aligning with Objective 10.6.3.2. It facilitates efficient use of land and existing infrastructure, while protecting natural features and the amenity of the site and surrounding area. In this way, the proposal balances the plan's dual intent to both enable appropriate development and safeguard the environmental qualities of the General Coastal Zone.

7.3. Regional Planning Instruments

No conflicts with the Northland Regional Policy Statement have been identified and no infringements of the operative of proposed Northland Regional Plan have been identified in preparing this consent.

8. Conclusion

This application seeks resource consent for the construction of a habitable shed as an accessory building to the existing residential unit located within the General Coastal Zone of the Far North District Plan. The proposed development is modest in scale, is sited within an already modified area of the site, and avoids sensitive natural features, ridgelines, and the coastal margin. Its design has been carefully considered to minimise adverse environmental and visual effects through the use of recessive colours, low-reflectivity materials, and a compact building footprint.

An assessment of environmental effects confirms that the proposal will not generate adverse effects on the surrounding environment or neighbouring properties. The shed is appropriately set back from sensitive boundaries, retains existing vegetation, and utilises existing vehicle access and services, thereby minimising the need for additional earthworks or vegetation clearance. The habitable component of the shed is ancillary to the main dwelling and will not create any new or independent residential use of the site.

The proposal has been assessed against the relevant objectives and policies of the Far North District Plan and is found to be consistent with the purpose of the General Coastal Zone provisions. It maintains the low-density, natural character of the coastal environment and avoids adverse cumulative effects through careful siting and design. The development also meets the intent of the zone by allowing for appropriate rural-residential activity in a manner that protects the open space and amenity values of the site and its surrounds.

Overall, the proposal represents an appropriate and sustainable use of the site that aligns with the purpose and principles of the Resource Management Act 1991. It achieves a balance between enabling reasonable use of private property and protecting the natural and coastal values that the District Plan seeks to maintain. Consent is therefore sought for the proposed activity as a discretionary activity under the relevant provisions of the Operative Far North District Plan.

APPENDIX 1 – Certificate Of Title



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **87746**
Land Registration District **North Auckland**
Date Issued 04 July 2003

Prior References

41875 NA41B/899

Estate Fee Simple
Area 20.1350 hectares more or less
Legal Description Lot 1 Deposited Plan 321988
Registered Owners
Adam Flynn

Estate Fee Simple - 1/4 share
Area 1.8440 hectares more or less
Legal Description Lot 7 Deposited Plan 321988
Registered Owners
Adam Flynn

Interests

Fencing Covenant in Transfer D505411.5 - 15.5.2000 at 9.00 am (affects part formerly in CT 41875)

Appurtenant hereto is a right of way created by Transfer D505411.7 - 15.5.2000 at 9.00 am (affects part formerly in CT 41875)

The easements created by Transfer D505411.7 are subject to Section 243 (a) Resource Management Act 1991

The easements created by Transfer 5417495.2 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way created by Transfer 5417495.2 - 28.11.2002 at 9:00 am (affects part formerly in CT 41875)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 321988)

5646464.4 Encumbrance to Paroa Bay Body Corporate Limited - 4.7.2003 at 9:00 am

Land Covenant in Easement Instrument 5646464.8 - 4.7.2003 at 9:00 am

Fencing Covenant in Easement Instrument 5646464.8 - 4.7.2003 at 9:00 am

Subject to a right of way and right to convey telecommunications and computer media, electricity and water over Lot 7 marked A and over part Lot 1 marked D on DP 321988 created by Easement Instrument 5646464.9 - 4.7.2003 at 9:00 am

Appurtenant hereto are rights of way and rights to convey telecommunications and computer media, electricity and water created by Easement Instrument 5646464.9 - 4.7.2003 at 9:00 am

The easements created by Easement Instrument 5646464.9 are subject to Section 243 (a) Resource Management Act 1991

5646464.10 Esplanade Strip Instrument pursuant to Section 232 Resource Management Act 1991 - 4.7.2003 at 9:00 am

Land Covenant in Easement Instrument 5706899.1 - 26.8.2003 at 9:00 am

Land Covenant in Easement Instrument 5706899.2 - 26.8.2003 at 9:00 am

Land Covenant in Easement Instrument 5706899.3 - 26.8.2003 at 9:00 am

12278523.2 Mortgage to Bank of New Zealand - 15.11.2021 at 2:38 pm

Approvals

I hereby certify that this plan was approved by the Far North District Council on the 23rd day of May 2003, in accordance with the Resource Management Act 1991 on the 2003 subject to the granting or reserving of easements set out in the Memorandum hereon and subject to the empanishment conditions set out hereon.

RC 2030144 *P. Williams*
Authorized Officer

I hereby certify that the Far North District Council has approved this plan on the 23rd day of May 2003, in accordance with the Resource Management Act 1991, that it is satisfied that adequate access to Lots 2, 3 & 6 is provided over other land pursuant to a condition imposed under Section 220(1)(b) of the Resource Management Act 1991, and that the condition is satisfied. This consent is subject to the condition that the Sub-section (1) of Section 321 of the Local Government Act shall not apply.

Dated the 23rd day of May 2003
Authorized Officer
That Lots 2 & 3 hereon be held in the same certificate of title
That Lots 2 & 3 hereon be held in the same certificate of title
See Doc. No. 186433
That Lots 4 & 5 hereon be held in the same certificate of title
See Doc. No. 186433
That Lot 7 (Legal Access) be held as to four undivided one-fifth shares by the owners of Lots 1 - 6 hereon as tenants in common in the said shares and that individual certificates of title be issued in accordance therewith.
See Doc. No. 834884
Areas shown ⑤ ⑥ ⑦ ⑧ to be subject to Land Covenants
New Cst Allocated
Lot 1, NA 87746, Lots 2 & 3, NA 87747
Lots 4 & 5, NA 87748, Lot 6, NA 87749
Class of Survey: Class II
SHEET 1 of 2
Total Area: 66,555.0ha
Comprised in: NA 418/899 NA 41875

I David Brett King of Pukekohe, being a person entitled to practise as a licensed cadastral surveyor, certify that the Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Instructions. This dataset is accurate, and has been created in accordance with that Act and those Rules.

Signature: *[Signature]* Date: 27/5/03
Field Book: *[Blank]*
Reference Plans: *[Blank]*
Examined: *[Blank]* Correct

Approved as to Survey by Land Information NZ on 25/6/2003
Deposited by Land Information NZ on 25/6/2003
File 8909 Oyster Cove Received 2.8.2003
Instructions DP 321988

Memorandum of Easements

Mature	Shown	Servient Tenement	Dominant Tenement
Right of way	(A)	Lot 7 hereon	Lots 1 - 6 hereon
Telecom	(B)	Lot 2 hereon	Lot 1 hereon
Telecom	(C)	Lot 3 hereon	Lot 4 hereon
Water supply	(D)	Lot 1 hereon	Lot 2 hereon
Electricity & Water Supply	(E)	Lot 2 hereon	Lots 1 & 3 - 6 hereon
	(F)	Lot 4 hereon	Lots 1 - 3 & 5 - 6 hereon

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Diagram C
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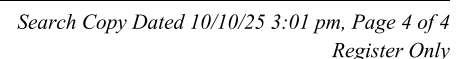
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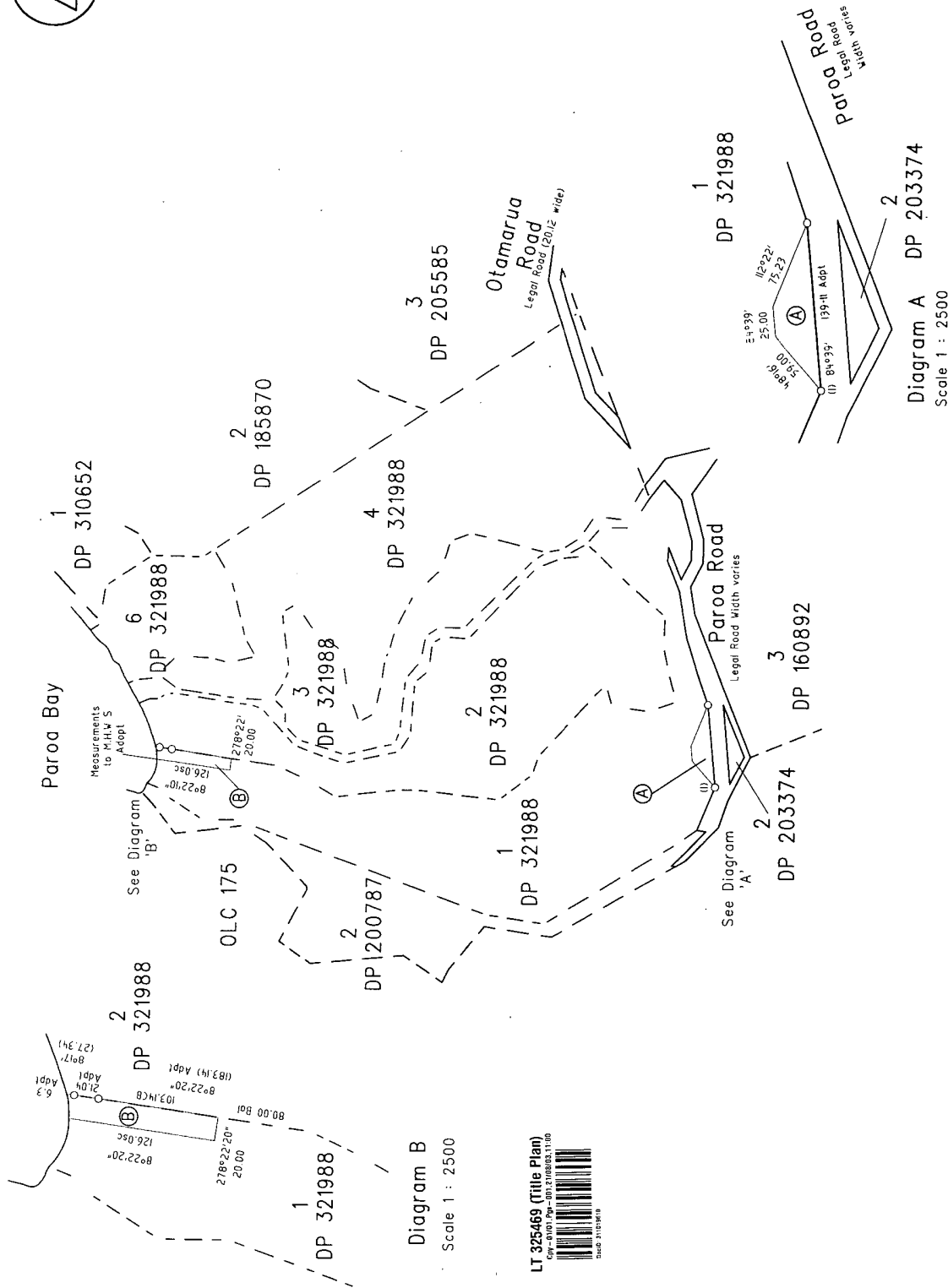
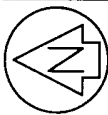
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Diagram



APPENDIX 2 – Certificate of Title Interests



LT 325469 (Title Plan)



COMPUTED PLAN

LAND DISTRICT: NORTH AUCKLAND

Covenants over Lot 1 DP 321988



LOCAL AUTHORITY: Far North District

Surveyed by: Williams & King - Pahiia

Scale: 1 : 5000 Date: July 2003

Datum Note:

Bearing & Coordinate Datum: Geodetic Datum 2000

Mt Eden Circuit Coordinates

800000mN

400000mE

Coordinates of point shown (1)

976623.95mN

316243.75mE

Notes:

Adaptations are from DP 321988

Areas marked (A) and (B) are to be subject to land covenants

Class of Survey: Class II

Total Area:

Comprised in: NA 87746

I David Brett King of Pahiia, being a person entitled to practise as a licensed cadastral surveyor, certify that -
(a) The survey in which this dataset relates is accurate, and
was undertaken by me or under my direct supervision in accordance with the Cadastral Survey Act 2002 and the Surveyor General's Rules for Cadastral Survey 2002/2;
(b) This dataset is accurate, and has been created in accordance with the Act and those Rules

Signature: [Signature] Date: 24/8/03

Field Book: [Blank] Traverse Book: [Blank]

Reference Plans: DP 321988

Examined: [Blank] Correct: [Blank]

Approved as to Survey by Land Information NZ on

16/9/03

Deposited by Land Information NZ on

26/9/03

File 8909 Oyster Cove

Received 21 AUG 2003

Instructions

DP 325469

Approved LT 107072

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

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

EI 5706899.3 Easement

Cpy - 01/01, Pgs - 008, 26/08/03, 14:38

Land registration district

NORTH AUCKLAND



DocID: 311026464

Grantor

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS 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

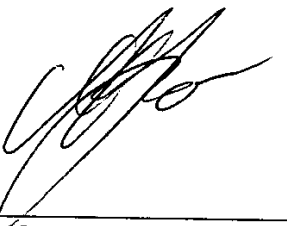
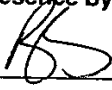
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day of

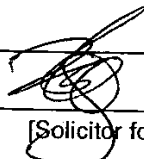
August 2003

Attestation

	Signed in my presence by the Grantor
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Paula Baddaley</u> Occupation <u>accountant</u> Address <u>279 Port Rd</u> <u>Whangarei</u>
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Paula Baddaley</u> Occupation <u>accountant</u> Address <u>279 Port Rd</u> <u>Whangarei</u>
Signature [common seal] of Grantee	

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



[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1

Easement instrument

Dated

8 August 2003

Page

1

of

6

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)
Covenant	B DP 325469	87746	87747
Covenant	Lot 1 DP 321988	87746	87747

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are **[varied]** **[negated]** **[added to]** or **[substituted]** by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule 2]

Covenant provisions

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

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

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

Annexure Schedule

Insert type of instrument

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

Easement Instrument

Dated

8 August 2003

Page

2

of

6

Pages



(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest to be Created"

IT BEING the Grantor's intention to create for the benefit of the land in Certificate of Title 87747 ("the Dominant Lot") the land covenants set out in Schedule A over the land in Certificate of Title 87746 ("the Servient Lot") **TO THE INTENT** that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lot may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Lot.

AND AS INCIDENTAL so as to bind the Servient Lot for the benefit of the Dominant Lot the Grantee **DOES HEREBY COVENANT AND AGREE** in the manner set out below:

1. The Grantee will at all times observe and perform all the covenants contained in Schedule A to the intent that each of the covenants will forever enure for the benefit and be appurtenant to the Dominant Lot provided that the Grantee will only be liable for breaches of the covenant contained in this instrument which occur whilst the Grantee is the registered proprietor of the Servient Lot.
2. If there should be any breach or non-observance on the Grantee's part of the covenants contained in Schedule A then without prejudice to any other liability which the Grantee may have to the Grantor, the Grantee will:
 - (a) upon written demand being made by the Grantor, remove or cause to be removed from the Servient Lot any tree or shrubs which breaches the covenants contained in Schedule A;
 - (b) upon written demand being made by the Grantor, remove or cause to be removed from the Servient Lot any building or structure so erected in breach or non-observance of the covenants contained in Schedule A;
 - (c) pay to the person making such demand as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance continues after expiry of 30 days from the date upon which written demand is made.

Schedule A

1. The Grantee shall not permit any trees or shrubs to be planted or permitted to grow to a height of more than 4 metres from the existing ground level point on that part of the Servient Lot marked "B" on Deposited Plan 325469.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument

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

Easement Instrument

Dated

8 August 2003

Page

3

of

6

Pages



(Continue in additional Annexure Schedule, if required.)

2. The Grantee shall not erect or permit to be erected any building or structures on that part of the land marked "B" on DP 325469.

3. The Grantee shall, at all times:

- (a) on the tributary of Paroa Bay (known as Opokopoka Stream) which flows through Lot 1 DP 321988 ("**the Stream**"); and
- (b) the Stream's wet land area within the boundaries of Lot 1 DP 321988 ("**the Water Body**"); and
- (c) the land adjacent to the Stream and Water Body, being the land measuring 3 metres from the edge of the Stream and the Water Body;

("the Water Management Area")

- (i) preserve in its natural state the Water Management Area so as to:
 - (aa) allow aquatic ecosystems to survive in a healthy state;
 - (bb) allow the water in the Water Management Area to be used for water supply purposes.
- (ii) not undertake any land use activities near the Water Management Area that adversely affect the quality of the water from the Stream or Water Body;
- (iii) not to make, permit or suffer any discharge into the Water Management Area;
- (iv) not erect or permit to be erected any building or structure or undertake any type of earthworks unless the same shall enhance the quality of the water in the Water Management Area;
- (v) keep and maintain any dams in the Water Management Area in good order, repair and condition;
- (vi) comply with the terms and conditions of any resource consents effecting the Water Management Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Easement Instrument

Dated

8 August 2003

Page

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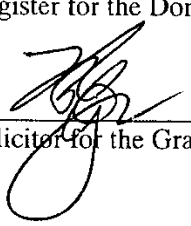
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Pages

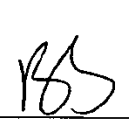
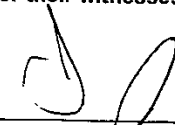
(Continue in additional Annexure Schedule, if required.)

To: The District Land Registrar

Please have the covenants noted on the
Register for the Dominant Lot


Solicitor for the Grantors

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument

Page 5 of 6 pages

* Insert type of instrument.

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

WESTPAC BANKING CORPORATION

Mortgagor under Mortgage No.'s D.602081.1,
D.683507.2 and D.683508.2

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents** to: the registration of the Land Covenants in this Easement Instrument over certificates of title 87747 and 87746

Dated this 8 day of August 2003

Attestation

Signed in my presence by the Person giving consent

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

Address

JAMES HANISH MCNEIL
BANK OFFICER
HAMILTON

EXECUTED by
WESTPAC BANKING CORPORATION
by its duly appointed attorneys:

RACHEL JANE STANWELL

LYNETTE PRICE
Both BANK OFFICERS of HAMILTON

Signature [common seal] of Person
giving consent

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, RACHEL JANE STANWELL, of Hamilton in New Zealand, Bank Officer
AND HELEN LYNETTE PRICE, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton


RACHEL JANE STANWELL

and


HELEN LYNETTE PRICE

this 8 August 2003

ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument

Page 6 of 6 pages

* Insert type of instrument.

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

BRIDGECORP FINANCE LIMITED

Mortgagor under Mortgage No.'s 5337205.3 and
5337205.4

Consent

Delete words in [] if inconsistent with the consent

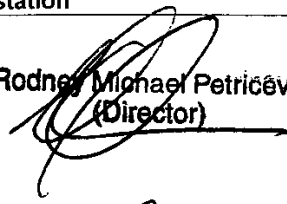
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents** to: the registration of the Land Covenants in this Easement Instrument over certificates of title 87747 and 87746

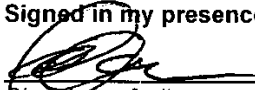
Dated this 19th day of August 20 03

Attestation


Rodney Michael Petricevic
(Director)


CORNELIS ROBERT ROEST
AUTHORISED SIGNATORY

Signed in my presence by the Person giving consent


Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation NICHOLAS DAMPNEY
LOANS ADMINISTRATOR
Address AUCKLAND

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

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

EI 5706899.3 Easement

Cpy - 01/01, Pgs - 008, 26/08/03, 14:38

Land registration district

NORTH AUCKLAND



DocID: 311026464

Grantor

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS 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).

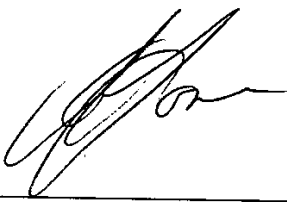
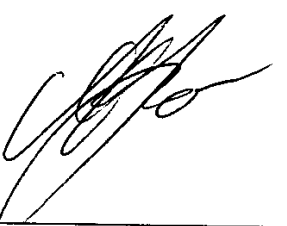
Dated this

8

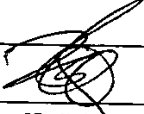
day of

August 2003

Attestation

	Signed in my presence by the Grantor
	 Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Paula Baddaley</u> Occupation <u>accountant</u> Address <u>279 Port Rd</u> <u>Whangarei</u>
	Signed in my presence by the Grantee
	 Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Paula Baddaley</u> Occupation <u>accountant</u> Address <u>279 Port Rd</u> <u>Whangarei</u>

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



[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1

Easement instrument

Dated

8 August 2003

Page

1

of

6

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)
Covenant	B DP 325469	87746	87747
Covenant	Lot 1 DP 321988	87746	87747

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

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

Annexure Schedule

Insert type of instrument

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

Easement Instrument

Dated

8 August 2003

Page

2

of

6

Pages



(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest to be Created"

IT BEING the Grantor's intention to create for the benefit of the land in Certificate of Title 87747 ("the Dominant Lot") the land covenants set out in Schedule A over the land in Certificate of Title 87746 ("the Servient Lot") **TO THE INTENT** that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lot may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Lot.

AND AS INCIDENTAL so as to bind the Servient Lot for the benefit of the Dominant Lot the Grantee **DOES HEREBY COVENANT AND AGREE** in the manner set out below:

1. The Grantee will at all times observe and perform all the covenants contained in Schedule A to the intent that each of the covenants will forever enure for the benefit and be appurtenant to the Dominant Lot provided that the Grantee will only be liable for breaches of the covenant contained in this instrument which occur whilst the Grantee is the registered proprietor of the Servient Lot.
2. If there should be any breach or non-observance on the Grantee's part of the covenants contained in Schedule A then without prejudice to any other liability which the Grantee may have to the Grantor, the Grantee will:
 - (a) upon written demand being made by the Grantor, remove or cause to be removed from the Servient Lot any tree or shrubs which breaches the covenants contained in Schedule A;
 - (b) upon written demand being made by the Grantor, remove or cause to be removed from the Servient Lot any building or structure so erected in breach or non-observance of the covenants contained in Schedule A;
 - (c) pay to the person making such demand as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance continues after expiry of 30 days from the date upon which written demand is made.

Schedule A

1. The Grantee shall not permit any trees or shrubs to be planted or permitted to grow to a height of more than 4 metres from the existing ground level point on that part of the Servient Lot marked "B" on Deposited Plan 325469.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument

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

Easement Instrument

Dated

8 August 2003

Page

3

of

6

Pages



(Continue in additional Annexure Schedule, if required.)

2. The Grantee shall not erect or permit to be erected any building or structures on that part of the land marked "B" on DP 325469.

3. The Grantee shall, at all times:

- (a) on the tributary of Paroa Bay (known as Opokopoka Stream) which flows through Lot 1 DP 321988 ("**the Stream**"); and
- (b) the Stream's wet land area within the boundaries of Lot 1 DP 321988 ("**the Water Body**"); and
- (c) the land adjacent to the Stream and Water Body, being the land measuring 3 metres from the edge of the Stream and the Water Body;

("the Water Management Area")

- (i) preserve in its natural state the Water Management Area so as to:
 - (aa) allow aquatic ecosystems to survive in a healthy state;
 - (bb) allow the water in the Water Management Area to be used for water supply purposes.
- (ii) not undertake any land use activities near the Water Management Area that adversely affect the quality of the water from the Stream or Water Body;
- (iii) not to make, permit or suffer any discharge into the Water Management Area;
- (iv) not erect or permit to be erected any building or structure or undertake any type of earthworks unless the same shall enhance the quality of the water in the Water Management Area;
- (v) keep and maintain any dams in the Water Management Area in good order, repair and condition;
- (vi) comply with the terms and conditions of any resource consents effecting the Water Management Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Easement Instrument

Dated

8 August 2003

Page

4

of

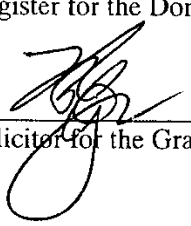
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Pages

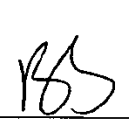
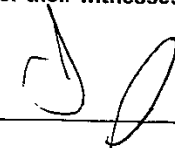
(Continue in additional Annexure Schedule, if required.)

To: The District Land Registrar

Please have the covenants noted on the
Register for the Dominant Lot


Solicitor for the Grantors

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument

Page 5 of 6 pages

* Insert type of instrument.

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

WESTPAC BANKING CORPORATION

Mortgagor under Mortgage No.'s D.602081.1,
D.683507.2 and D.683508.2

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents** to: the registration of the Land Covenants in this Easement Instrument over certificates of title 87747 and 87746

Dated this 8 day of August 2003

Attestation

Signed in my presence by the Person giving consent

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

Address

JAMES HANISH MCNEIL
BANK OFFICER
HAMILTON

EXECUTED by
WESTPAC BANKING CORPORATION
by its duly appointed attorneys:

RACHEL JANE STANWELL

LYNETTE PRICE
Both BANK OFFICERS of HAMILTON

Signature [common seal] of Person
giving consent

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, RACHEL JANE STANWELL, of Hamilton in New Zealand, Bank Officer
AND HELEN LYNETTE PRICE, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
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GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton


RACHEL JANE STANWELL

and


HELEN LYNETTE PRICE

this 8 August 2003

ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument

Page 6 of 6 pages

* Insert type of instrument.

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

BRIDGECORP FINANCE LIMITED

Mortgagor under Mortgage No.'s 5337205.3 and
5337205.4

Consent

Delete words in [] if inconsistent with the consent

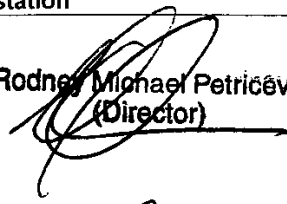
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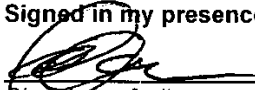
Dated this 19th day of August 20 03

Attestation


Rodney Michael Petricevic
(Director)


CORNELIS ROBERT ROEST
AUTHORISED SIGNATORY

Signed in my presence by the Person giving consent


Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation NICHOLAS DAMPNEY
LOANS ADMINISTRATOR
Address AUCKLAND

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

Sections 90A and 90F, Land Transfer Act 1952

EI 5706899.2 Easement

Land registration district

NORTH AUCKLAND



Cpy - 01/01, Pgs - 007, 26/08/03, 14:37



DocID: 311026462

Grantor

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS LIMITED

Grant* of easement or *profit à prendre* or creation or covenant

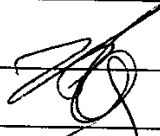
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 8 day of August 2003

Attestation

	Signed in my presence by the Grantor
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Paula Baddelen</u>
	Occupation <u>Accountant</u> Address <u>279 Port Rd, Whangarei</u>
Signature [common seal] of Grantor	
	Signed in my presence by the Grantee
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Paula Baddelen</u>
	Occupation <u>Accountant</u> Address <u>279 Port Rd, Whangarei</u>
Signature [common seal] of Grantee	

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.

Annexure Schedule 1

Easement instrument

Dated

8 August 2003

Page

1

of

5

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)
Covenant	A DP 325469	87746	NA 131A/482

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are **[varied]** **[negated]** **[added to]** or **[substituted]** by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2]~~

Covenant provisions

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

Continue in additional Annexure Schedule if required.

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2]~~

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

[Handwritten signatures and initials in the box]

Annexure Schedule

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

Easement Instrument

Dated

8 August 2003

Page

2

of

5

Pages



(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest to be Created"

IT BEING the Grantor's intention to create for the benefit of the land in Certificate of Title 131A/482 ("the **Dominant Lot**") the land covenant set out in Schedule A over the land in Certificate of Title 87746 ("the **Servient Lot**") **TO THE INTENT** that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lot may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Lot.

AND AS INCIDENTAL so as to bind the Servient Lot for the benefit of the Dominant Lot the Grantee **DOES HEREBY COVENANT AND AGREE** in the manner set out below:

1. The Grantee will at all times observe and perform all the covenants contained in Schedule A to the intent that each of the covenants will forever enure for the benefit and be appurtenant to the Dominant Lot provided that the Grantee will only be liable for breaches of the covenant contained in this instrument which occur whilst the Grantee is the registered proprietor of the Servient Lot.
2. If there should be any breach or non-observance on the Grantee's part of the covenants contained in Schedule A then without prejudice to any other liability which the Grantee may have to the Grantor, the Grantee will:
 - (a) upon written demand being made by the Grantor, remove or cause to be removed from the Servient Lot any tree or shrubs which breaches the covenants contained in Schedule A;
 - (b) upon written demand being made by the Grantor, remove or cause to be removed from the Servient Lot any building or structures so erected in breach or non-observance of the covenants contained in Schedule A.

Schedule A

1. The Grantee shall not permit any tree or shrubs to be planted or permitted to grow to a height of more than 4 metres from the highest ground level point on that part of the Servient Lot marked "A" on Deposited Plan 325469.
2. The Grantee shall not erect or permit to be erected any building or structures on that part of the Servient Lot marked "A" on DP 325469.

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.

[Handwritten signatures and initials in the box]

Annexure Schedule



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

Easement Instrument

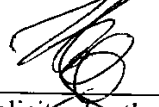
Dated 8 August 2003

Page 3 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

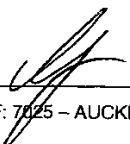
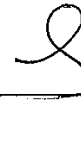
To: The District Land Registrar

Please have the covenants noted on the
Register for the Dominant Lot



Solicitor for the Grantors

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ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument

Page 4 of 5 pages

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Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent
(eg. Caveator under Caveat no.)

WESTPAC BANKING CORPORATION

Mortgagor under Mortgage No.'s D.602081.1,
D.683507.2 and D.683508.2

Consent

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the **Person giving consent hereby consents** to: the registration of the Land Covenants in this Easement Instrument over certificates of title 87746 and NA 131A/482

Dated this 8 day of August 20 03

Attestation

EXECUTED by
WESTPAC BANKING CORPORATION
by its duly appointed attorneys:

RACHEL JANE STANWELL *Stanwell*

HELEN LYNETTE PRICE *Price*
Both BANK OFFICERS of HAMILTON

Signature [common seal] of Person
giving consent

Signed in my presence by the Person giving consent

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation

Address

JAMES HAMISH McNEIL
BANK OFFICER
HAMILTON

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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AND HELEN LYNETTE PRICE, of Hamilton in New Zealand, Bank Officer

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CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
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GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
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2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton


RACHEL JANE STANWELL

and


HELEN LYNETTE PRICE

this 8 August 2003

ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* Easement Instrument

Page 5 of 5 pages

* Insert type of instrument.

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(eg. Caveator under Caveat no.)

BRIDGECORP FINANCE LIMITED

Mortgagor under Mortgage No.'s 5337205.3 and
5337205.4

Consent

Delete words in [] if inconsistent with the consent

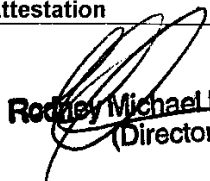
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents** to: the registration of the Land Covenants in this Easement
Instrument over certificate of title 87746

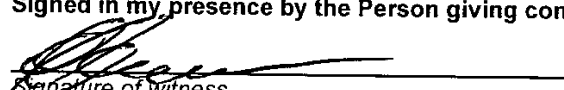
Dated this 14th day of August 2003

Attestation


Rodney Michael Petricevic
(Director)


CORNELIS ROBERT ROEST
AUTHORISED SIGNATORY

Signed in my presence by the Person giving consent


Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness Name

Occupation NICHOLAS DAMPNEY TURNER
LOANS ADMINISTRATOR

Address AUCKLAND

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

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

EI 5646464.8 Easement I

Land registration district

NORTH AUCKLAND



Cpy - 01/01, Pgs - 007.04/07/03, 11:09



DocID: 310916206

Grantor

Surname(s) must be underlined or in CAPITALS.

DRAGON HILL FARMS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

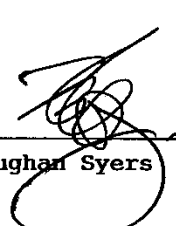
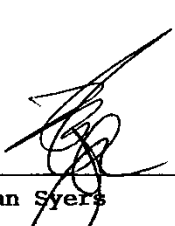
DRAGON HILL FARMS LIMITED

Grant* of easement or profit à prendre or creation or covenant

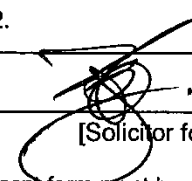
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or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

Dated this 26th day of June 2003

Attestation

 Vaughan Syers Signature [common seal] of Grantor	Signed in my presence by the Grantor Dragon Hill Farms Limited by its duly authorised attorney <u>Vaughan Syers</u> Signature of witness <u>C.M. Burdett</u> Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>C.M. Burdett</u> Occupation <u>Secretary</u> Address <u>Whangarei</u>
 Vaughan Syers Signature [common seal] of Grantee	Signed in my presence by the Grantee Dragon Hill Farms Limited by its duly authorised attorney <u>Vaughan Syers</u> Signature of witness <u>C.M. Burdett</u> Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>C.M. Burdett</u> Occupation <u>Secretary</u> Address <u>Whangarei</u>

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.

Annexure Schedule 1

Easement instrument

Dated 26 June 2003Page 1 of 5 pages**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		87746	87746
		87747	87747
		87748	87748
		87749	87749

Easements or profits à prendre
rights and powers (including
terms, covenants, and conditions)

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

Continue in additional Annexure Schedule if
required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [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

QMB *[Signature]*

Annexure Schedule

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

Easement Instrument

Dated

26 June 2003

Page **2** of **5** Pages

(Continue in additional Annexure Schedule, if required.)

COVENANT PROVISIONS

WHEREAS section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to itself;

AND WHEREAS section 66A of the Property Law Act 1952 provides that a covenant for the purpose of or incidental to any conveyance already made by a registered proprietor to himself shall be valid as if made with another;

AND it being the Grantor's intention to create for the benefit of the land in the Certificates of Title set out in the Dominant Tenements ("the Dominant Lots") the land covenants set out in Schedule A over the land in the Servient Tenements ("the Servient Lots") **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule A and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Lots.

AND as incidental and so as to bind the Servient Lots for the benefit of the respective Dominant Lots the Grantees **DO HEREBY COVENANT AND AGREE** in the manner hereinafter set out below.

1. The Grantee will at all times observe and perform all the covenants contained in Schedule A to the intent that each of the covenants will forever enure for the benefit and be appurtenant to each and all of the Dominant Lots and each and all of the registered proprietors of the Dominant Lots provided that the Grantee will only be liable for breaches of the covenants contained in this instrument which occur whilst the Grantee is the registered proprietor of a Servient Lot on which the alleged breach has occurred;
2. If there should be any breach or non-observance on the Grantee's part of any of the covenants contained in Schedule A then without prejudice to any other liability which the Grantee may have to the Grantors, the Grantee will, upon written demand being made by any of the registered proprietors, of any of the Dominant Lots:
 - (a) pay to the person making such demand as liquidated damages the sum of \$500.00 per day for every day that such breach or non-observance continues after expiry of a period of 30 days from the date upon which written demand is made;
 - (b) remove or cause to be removed any building so erected or repaired in breach or non-observance of the covenants contained in Schedule A;

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.

EMB S

Annexure Schedule



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

Easement Instrument

Dated 26 June 2003

Page 3 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

- (c) remove or cause to be removed and replace any building, materials used and not permitted to be used in breach of the covenants contained in Schedule A;
- (d) remove or cause to be removed from the Servient Lot any plant or tree which breaches the covenants contained in Schedule A.

3. It is acknowledged by the Grantors and Grantee that the land covenants set out in Schedule A have been adopted in order to enhance the environmental quality of the area and to ensure the maintenance, enhancement and protection of the environment and to ensure the protection of the Dominant Lots. It is further acknowledged that in the event that a Grantee wishes to undertake an activity which may be in breach of any of the land covenants set out in Schedule A then, that Grantee may undertake that activity only where that Grantee has the prior written consent of the Grantors. Where the Grantors do not consent to an activity which may be in breach of the land covenants in Schedule A then it is agreed that the difference shall be referred to mediation. The parties shall invite the chairperson of the New Zealand Chapter of Lawyers Engaged in Alternative Dispute Resolution to appoint a mediator. In the event that mediation is unsuccessful and provided that all parties have:

- (a) used their best endeavours to seek a mediated settlement;
- (b) acted reasonably;
- (c) not acted or made a decision in a manner that is inconsistent with previous requests by Grantees under this clause

then the status quo shall prevail.

SCHEDULE A

The Grantee shall:

- (a) not erect or permit to be erected any building or structures or undertake any type of earthworks on those parts of the Servient Lots marked G, H, I and J on Deposited Plan 321988.
- (b) not permit any trees or shrubs to be planted or permitted to grow to a height of more than 2.0 metres from the existing ground level on those parts of the Servient Lot marked J on Deposited Plan 321988 to the intent that the view of the ocean and foreshore of the Grantors should not be impaired.

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.

ENR S

Annexure Schedule



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

Easement Instrument

Dated 26 June 2003

Page 4 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

- (c) not to erect or permit to be erected any dwellinghouse on the Servient Lots with a floor area less than 250 square metres (excluding garages, verandahs, porches and other accessory buildings and appurtenances).
- (d) not have placed, erected or installed on the Servient Lots any dwellinghouse in respect of which the residential portion thereof (excluding garages, verandahs, porches and other accessory buildings and appurtenances) shall have a market value (as at the date of construction) of less than "the minimum value" as herein defined. The "minimum value" shall be deemed to be the sum of \$1,500.00 per square metre and that sum shall be adjusted as at the 1st January in each and every year by the rate of inflation of the New Zealand currency from the 1st January 2004 until the 1st January in the year in question and the rate of inflation shall be determined by the Consumers Price Index (All Groups) of the New Zealand Government Statistics Department and in the event of there being no such index then the rate of inflation shall be determined in such manner as any Court of competent jurisdiction or arbitrator or other tribunal to which the question is referred by the parties to this covenant shall determine.
- (e) not occupy any dwellinghouse built on the Servient Lots until the exterior of the dwellinghouse is finished and the exterior duly painted except where cedar cladding or decorative bricks/stone are used.
- (f) not permit or suffer the Servient Lots to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans and/or vehicles for human habitation.
- (g) not permit or suffer any rubbish to accumulate or be placed on the Servient Lots nor permit thereon any excessive growth of weeds thereon.
- (h) not permit or suffer any advertisement, sign or hoarding of a commercial nature to be erected on any part of the Servient Lots or dwellinghouse.
- (i) not erect or permit to be erected on the Servient Lots more than two dwellinghouses without the prior consent in writing of the Grantors.
- (j) not use any water from a bore on the Servient Lot or any water supplied to the Servient Lot from a bore on a Dominant Lot, other than for internal household use;
- (k) not use any sewerage or septic tank systems on the Servient Lots, other than:
 - (i) a system that provides for a surface drainage system that requires all domestic waste water or sewage to be treated in a household secondary treatment plant

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.

EMB 3

Annexure Schedule



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

Easement Instrument

Dated 26 June 2003

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

before discharge to the Servient Lots, such system to be similar to the system known as "Super Treat"; or

(ii) such other system as approved by the Grantors.

(l) not further subdivide the Servient Lots, before 1 July 2018.

(m) not use the Servient Lots or permit the Servient Lots to be used for commercial activities whatsoever, other than rural or strictly home based businesses which do not involve the generation of noise, traffic movements and the use of heavy equipment and/or machinery and which has the prior written approval of the Grantors.

The Grantee shall be bound by a fencing covenant as defined in section 2 of the Fencing Act 1978 in favour of the Grantor

To: The District Land Registrar

Please have the covenants noted on the Register for the Dominant Tenements.

Solicitor for the Grantors

* Provided that the use by the owner or occupier of the land in Certificate of title 87749 of the sewage or septic tank system serving the existing house on Lot 4 RP. 321988 on a non permanent basis and for a period of no more than one year from the date hereof shall not be a breach of this covenant.

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.

EMR

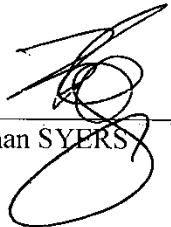
CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

I, VAUGHAN SYERS of Whangarei, Solicitor do hereby certify:

1. THAT under and by virtue of a certain Power of Attorney dated the 22nd day of April 2003 DRAGON HILL FARMS LIMITED a duly incorporated company with its registered office at Hayes Knight, 470 Parnell Road, Auckland appointed me attorney on the terms and subject to the conditions set out therein.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by winding up or dissolution of the Company or otherwise.

DATED at Whangarei this 26 day of June 2003.



Vaughan SYERS



MEMORANDUM OF ENCUMBRANCE

DRAGON HILL FARMS LIMITED being registered as proprietor of an estate of freehold in fee simple, subject, however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land being all the land in Certificate of Title 87746 (North Auckland Registry) ("**the Land**")

AND DESIRING to render the Land available for the purposes of securing to and for the benefit of **PAROA BAY BODY CORPORATE LIMITED** ("**the Encumbrancee**") for the sum of money hereinafter mentioned **DOTH HEREBY ENCUMBER** the Land for the benefit of the Encumbrancee with the sum of **TEN THOUSAND DOLLARS (\$10,000.00)** or 3 percent of the government valuation of the unimproved value of the Land for the time being (whichever sum shall be the greater) to be paid from time to time and when demanded by the Encumbrancee provided demand shall not be made by the Encumbrancee so long as the Registered Proprietor is not in default in respect of any covenant affecting the Land in favour of the Encumbrancee and the Registered Proprietor shall not be in default of any of the following obligations:

1. Definitions

- (a) "Company" means Paroa Bay Body Corporate Limited;
- (b) "Registered Proprietor" means the person, persons or other body for the time being registered as proprietor of the Land;
- (c) "Residential Lot" any certificate of title created by the subdivision and development by Oyster Cove Properties Limited of the property being Lot 1,3 on Deposited Plan 203374, Lot 2 on Deposited Plan 310652 and Lot 6 on Deposited Plan 85131 (North Auckland Registry) situated at Paroa Road, Russell;
- (d) "Communal Facilities" means the land in Lot 7 Deposited Plan 321988 including the entrance way, the boat ramp, the rights of way (including bridges) providing access to a Residential Lot and any water bores supplying water to a Residential Lot.

2. Encumbrances

The Registered Proprietor HEREBY ENCUMBERS the Land for the benefit of the Company in the following respects:

- (a) The Registered Proprietor shall be a shareholder of the Company and shall remain a shareholder of the Company whilst the Registered Proprietor is registered as proprietor of an estate of freehold in fee simple in the Land or a Residential Lot or any part thereof;
- (b) The Registered Proprietor shall observe and perform all the obligations of shareholders of the Company as provided in the Company's constitution for the time being;
- (c) The Registered Proprietor shall observe the rules and regulations governing the use of the Communal Facilities issued by the Company;
- (d) The Registered Proprietor shall not hinder the Company maintaining and managing the Communal Facilities;
- (e) The Registered Proprietor shall pay all charges of whatsoever nature from time to time due to the Company as provided in the Company's constitution.

3. Power of sale

Should the Registered Proprietor be in breach of this memorandum of encumbrance the Encumbrancee shall have conferred upon it all the powers and remedies of a mortgagee as provided in Part VI of the Land Transfer Act 1952.

4. Variation of memorandum of encumbrance

This memorandum of encumbrance shall contain such provision as the Company may from time to time consider should be incorporated therein and the Company may from time to time vary the same and the Registered Proprietor HEREBY COVENANTS to enter into and execute any such variation when requested by the Company. The Registered Proprietor shall bear the reasonable costs of such variation including all disbursements relating thereto.

5. Provisions of constitution

The provisions of the Company's constitution as set out in clauses 34-39 of that constitution shall be implied in these presents as if they were fully set out.

IN WITNESS this encumbrance has been executed this 26 day of June 2003

SIGNED by the Registered
Proprietor **Dragon Hill Farms
Limited** by its duly authorised
Attorney **Vaughan SYERS**
in the presence of:



C.M. Burdett
(Signature of Witness)

C.M. Burdett
(Name of Witness)

Secretary
(Occupation)

Whangarei
(Address)

MEMORANDUM OF ENCUMBRANCE

PAROA BAY BODY CORPORATE LIMITED

("the Encumbrancee")

Correct for the purposes of the
Land Transfer Act 1952


Solicitor for Registered
Proprietor

Particulars entered in the Register as
shown herein on the date and at the time
endorsed below.

Assistant/District Land Registrar
District of North Auckland

dnub
v
ENC 1/50

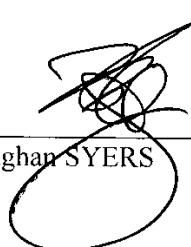
CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

I, VAUGHAN SYERS of Whangarei, Solicitor do hereby certify:

1. THAT under and by virtue of a certain Power of Attorney dated the 22nd day of April 2003 DRAGON HILL FARMS LIMITED a duly incorporated company with its registered office at Hayes Knight, 470 Parnell Road, Auckland appointed me attorney on the terms and subject to the conditions set out therein.

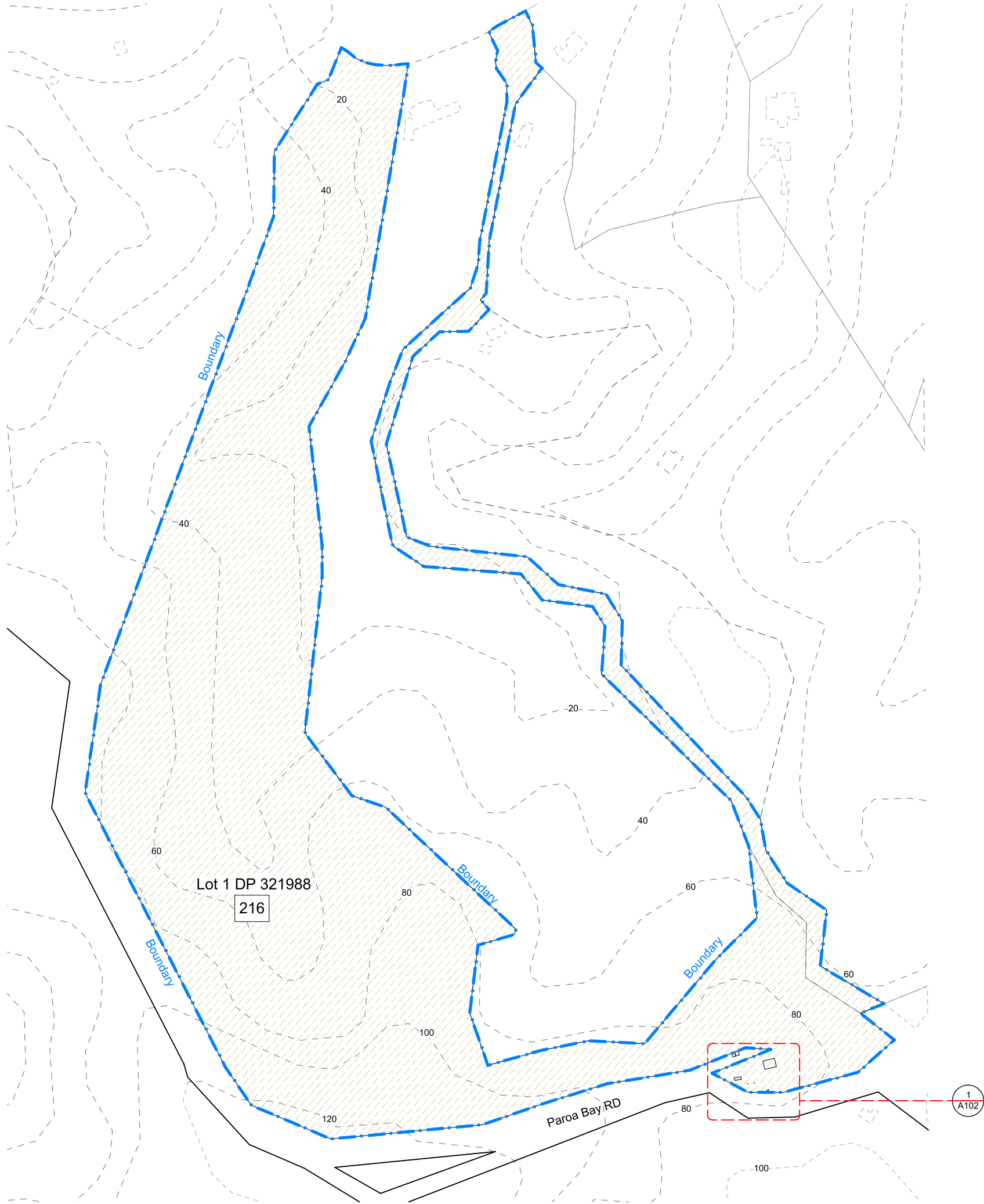
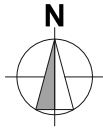
2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by winding up or dissolution of the Company or otherwise.

DATED at Whangarei this 26 day of June 2003.



Vaughan SYERS

Appendix 3 - Proposed Plan Set



GENERAL NOTES:

1. DO NOT SCALE OFF DRAWING.
2. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION OR FABRICATION. IF IN DOUBT - ASK.
3. BURRETT + ASSOCIATES LTD IS TO BE NOTIFIED OF ANY VARIATION BETWEEN SITE DIMENSIONS AND THOSE ON PLANS.
4. THESE DRAWINGS REMAIN THE PROPERTY OF BURRETT + ASSOCIATES LTD AND SHOULD NOT BE COPIED IN ANY FORM OR PASSED ON TO A THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT.

ISSUE	REVISION	BY	DATE



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+ engineering**
BURRETT + ASSOCIATES LTD

Burrett & Associates Limited

415 Great South Road, Ellerslie
Auckland 1051, NZ
P O Box 11 051, Ellerslie,
Auckland 1542

P: (09) 523 1930
e: info@Burrett.co.nz
w: www.Burrett.co.nz

CLIENT:
ADAM FLYNN

PROJECT:
PROPOSED BACH & SHED

ADDRESS:
216 PAROA BAY
ROAD RUSSELL
NORTHLAND 0272

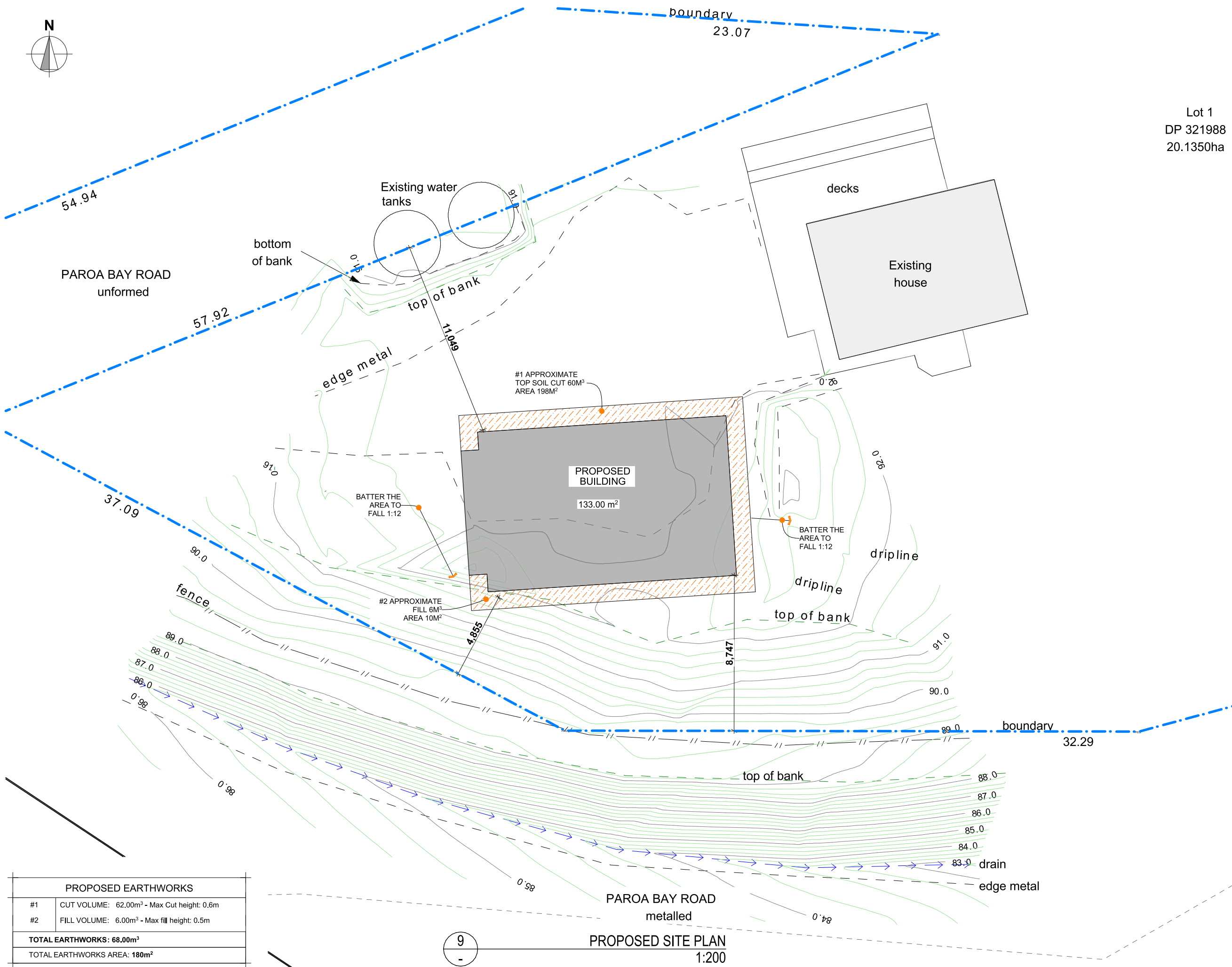
DRAWING TITLE:
EXISTING SITE PLAN 1:4000

DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB		
JOB NUMBER:	25-184	DATE:	1/10/2025
DWG NUMBER:	A101		REV.

ISSUED FOR RESOURCE CONSENT

1
-

EXISTING SITE SURVEY PLAN
1:4000



GENERAL NOTES:

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ISSUE	REVISION	BY	DATE



Burrett & Associates Limited
415 Great South Road, Ellerslie
Auckland 1051, NZ
P O Box 11 051, Ellerslie,
Auckland 1542

P: (09) 523 1930
e: info@Burrett.co.nz
w: www.Burrett.co.nz

CLIENT:
ADAM FLYNN

PROJECT:
PROPOSED BACH & SHED

ADDRESS:
216 PAROA BAY ROAD RUSSELL
NORTHLAND 0272

DRAWING TITLE:
PROPOSED SITE PLAN

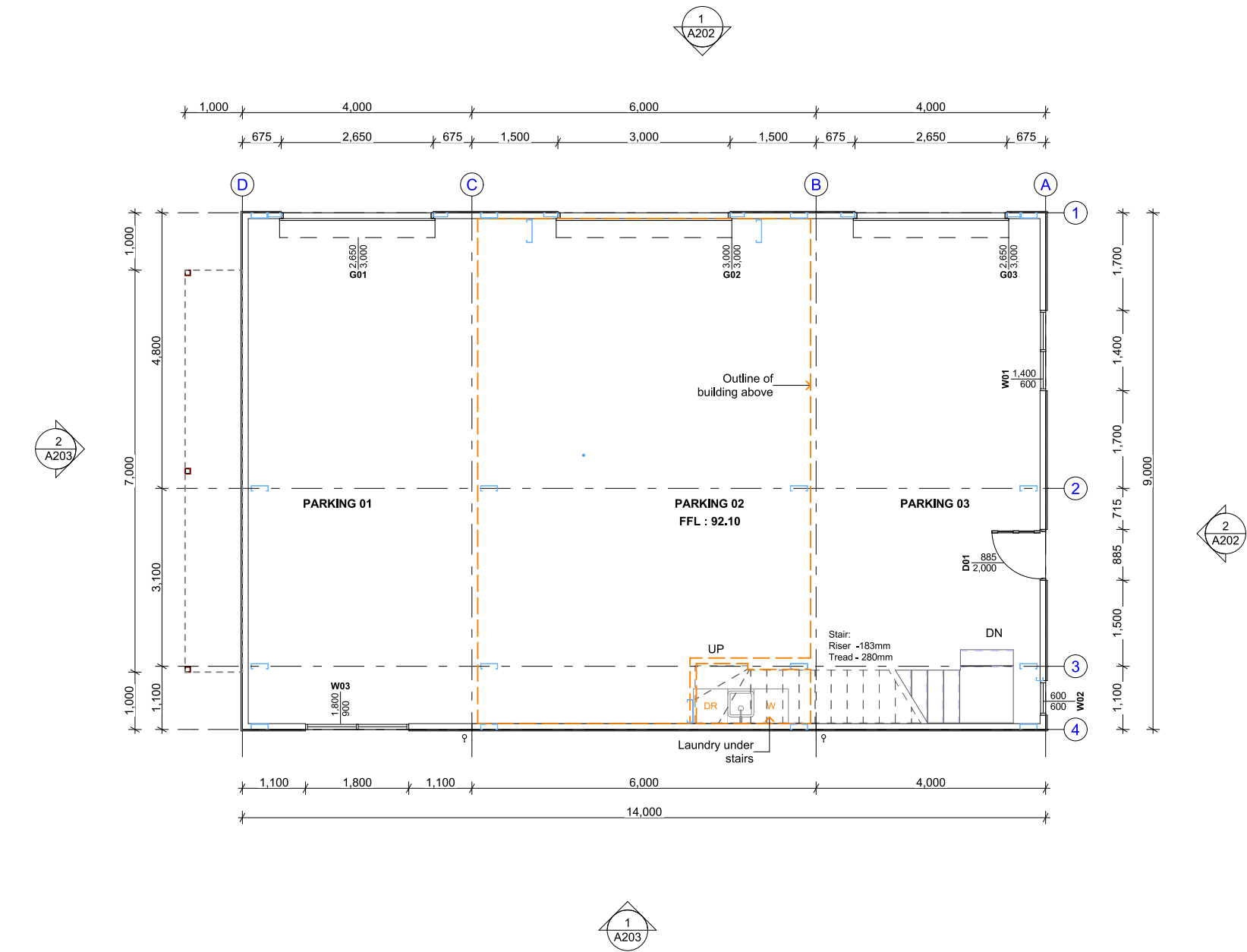
DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB	DATE:	1/10/2025
JOB NUMBER:	25-184	REV.	
DWG NUMBER:	A103		

ISSUED FOR RESOURCE CONSENT

PROPOSED EARTHWORKS	
#1	CUT VOLUME: 62.00m³ - Max Cut height: 0.6m
#2	FILL VOLUME: 6.00m³ - Max fill height: 0.5m
TOTAL EARTHWORKS: 68.00m³	
TOTAL EARTHWORKS AREA: 180m²	



PROPOSED SITE PLAN
1:200



ISSUED FOR RESOURCE CONSENT

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ISSUE	REVISION	BY	DATE

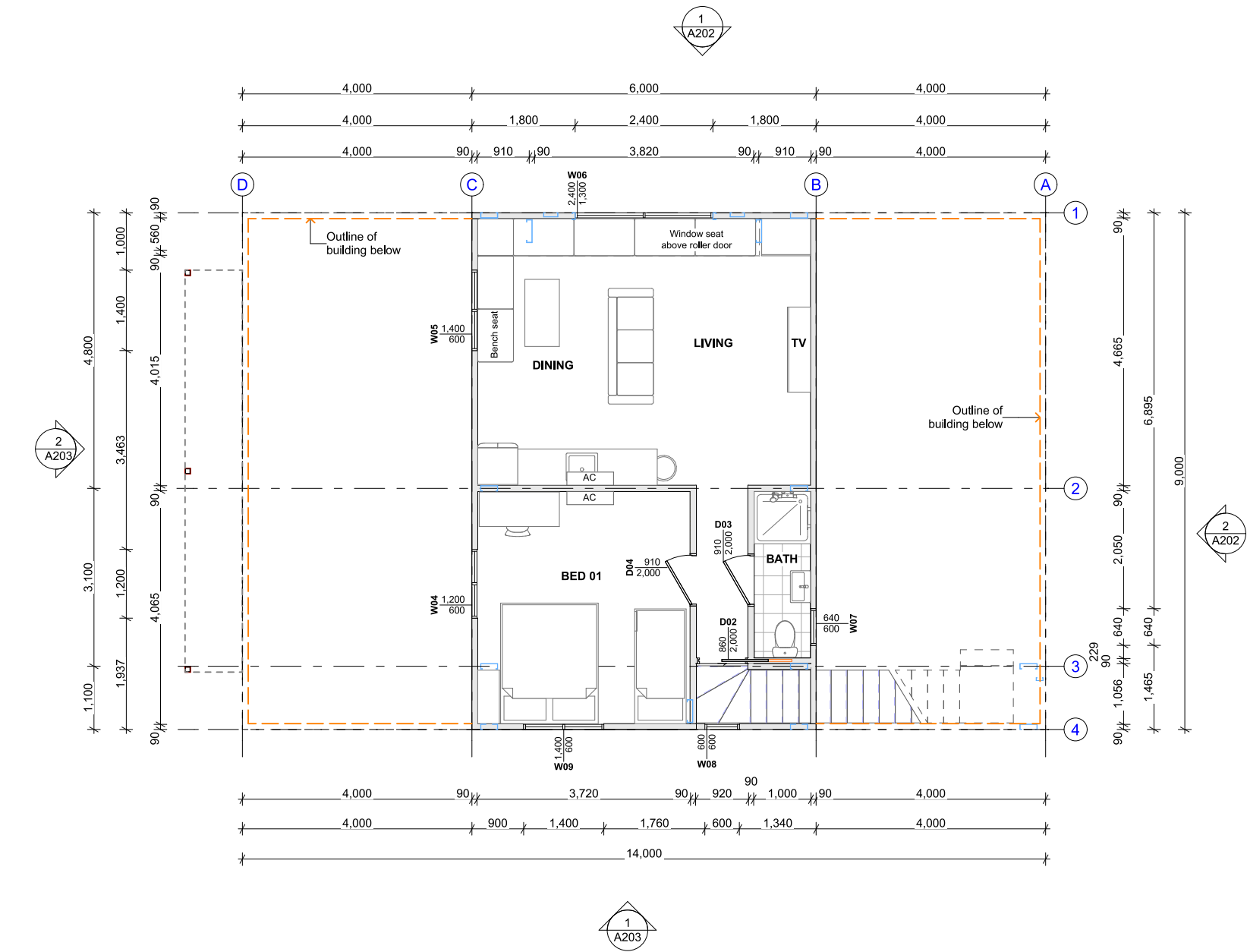
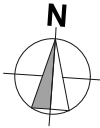


Burrett & Associates Limited
115 Great South Road, Ellerslie
Auckland 1051, NZ
P O Box 11 051, Ellerslie,
Auckland 1542

P: (09) 523 1930
e: info@Burrett.co.nz
w: www.Burrett.co.nz

DRAWING TITLE:
PROPOSED GROUND FLOOR
PLAN

DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB		
JOB NUMBER:	25-184	DATE:	1/10/2025
DWG NUMBER:	A110		REV.



1
-
PROPOSED UPPER FLOOR PLAN
1:100

GENERAL NOTES:

1. DO NOT SCALE OFF DRAWING.
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ISSUE	REVISION	BY	DATE



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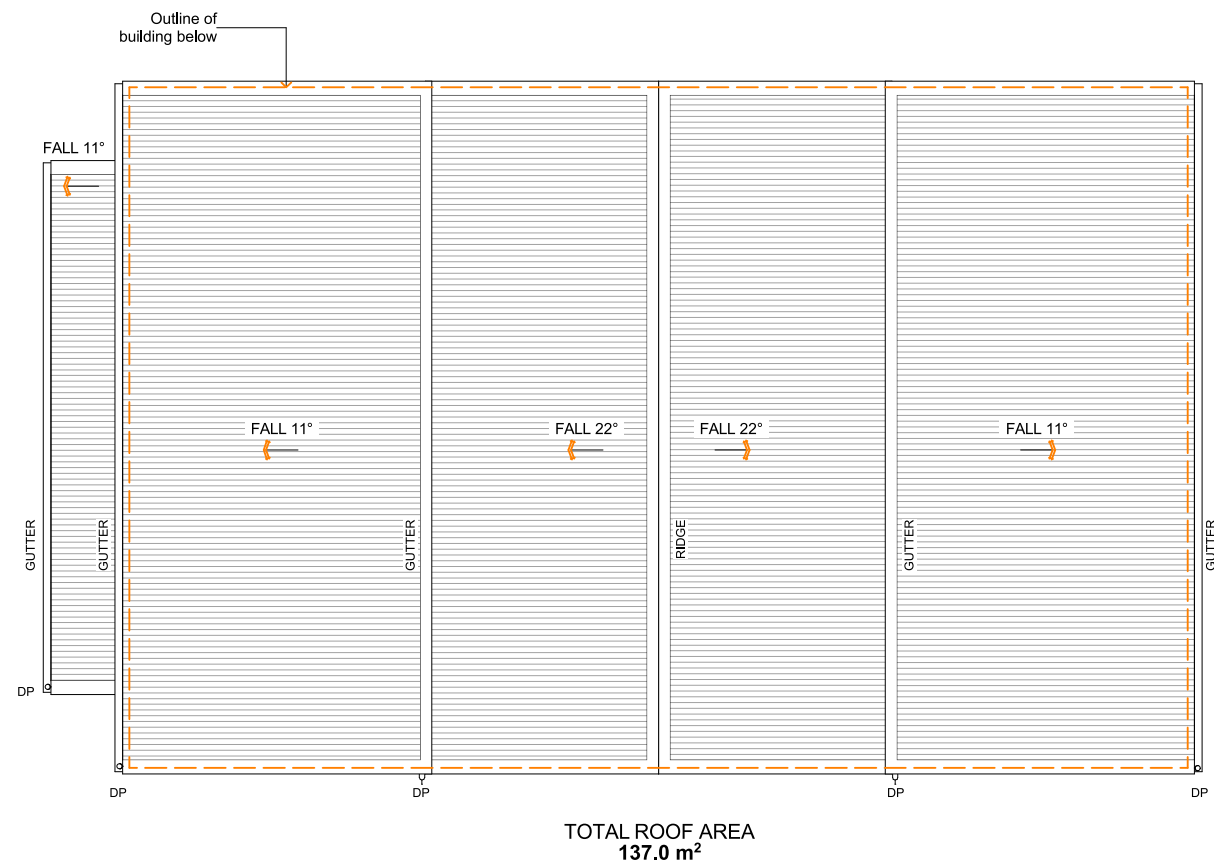
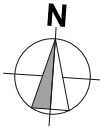
CLIENT:
ADAM FLYNN

PROJECT:
PROPOSED BACH & SHED

ADDRESS:
216 PAROA BAY
ROAD RUSSELL
NORTHLAND 0272

DRAWING TITLE:
PROPOSED UPPER FLOOR
PLAN

DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB		
JOB NUMBER:	25-184	DATE:	1/10/2025
DWG NUMBER:	A111	REV.	



ROOF AND CLADDING COLOR
KARAKA TSR 24% LRV 8%

1
-
PROPOSED ROOF PLAN
1:100

GENERAL NOTES:

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CLIENT:
ADAM FLYNN

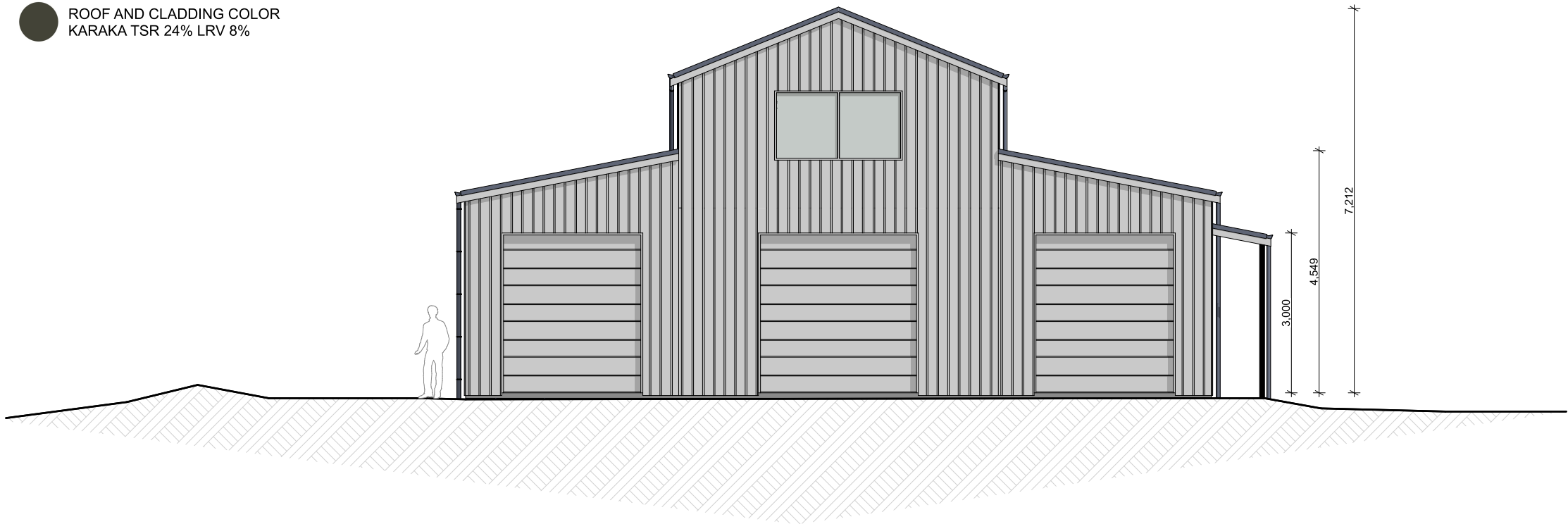
PROJECT:
PROPOSED BACH & SHED

ADDRESS:
216 PAROA BAY
ROAD RUSSELL
NORTHLAND 0272

DRAWING TITLE:
PROPOSED ROOF PLAN

DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB		
JOB NUMBER:	25-184	DATE:	1/10/2025
DWG NUMBER:	A112	REV.	

ROOF AND CLADDING COLOR
KARAKA TSR 24% LRV 8%



1
-
PROPOSED NORTH ELEVATION
1:100

ROOF AND CLADDING COLOR
KARAKA TSR 24% LRV 8%



2
-
PROPOSED EAST ELEVATION
1:100

GENERAL NOTES:

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CLIENT:
ADAM FLYNN

PROJECT:
PROPOSED BACH & SHED

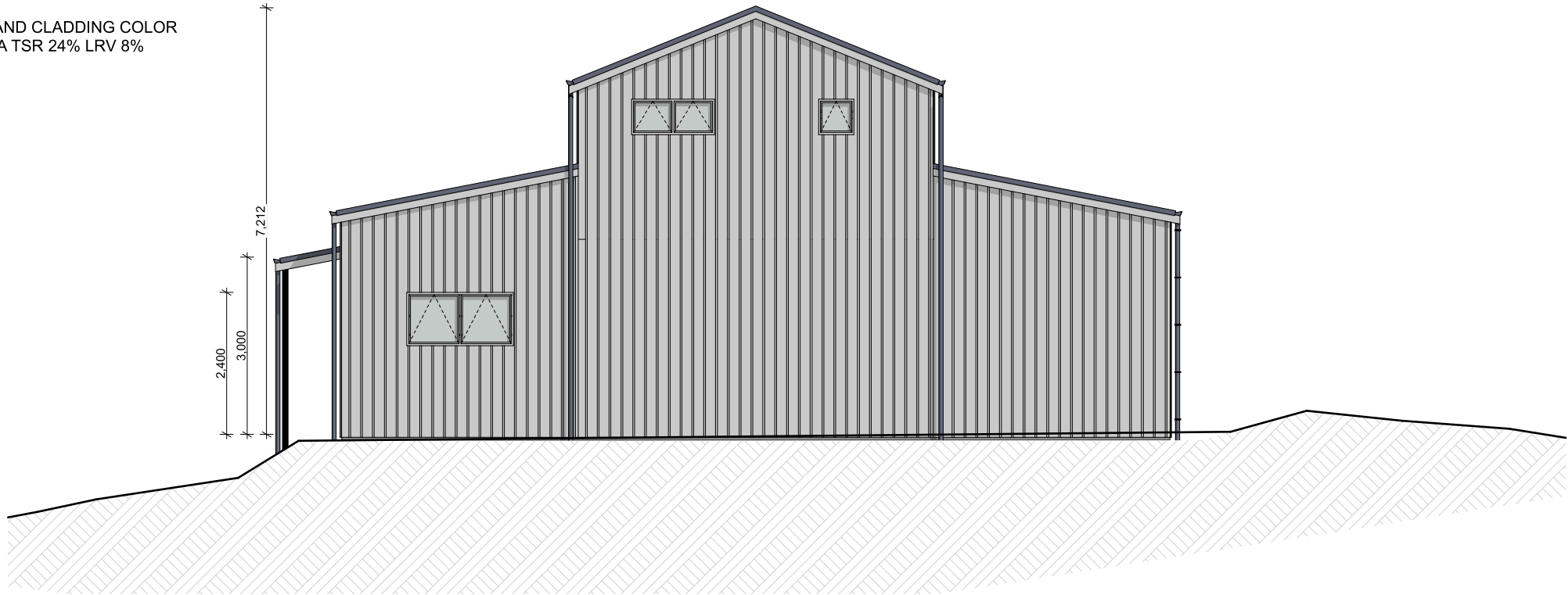
ADDRESS:
216 PAROA BAY
ROAD RUSSELL
NORTHLAND 0272

DRAWING TITLE:
ELEVATIONS - SHEET 1

DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB	DATE:	1/10/2025
JOB NUMBER:	25-184	DATE:	1/10/2025
DWG NUMBER:	A202	REV.	

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ROOF AND CLADDING COLOR
KARAKA TSR 24% LRV 8%

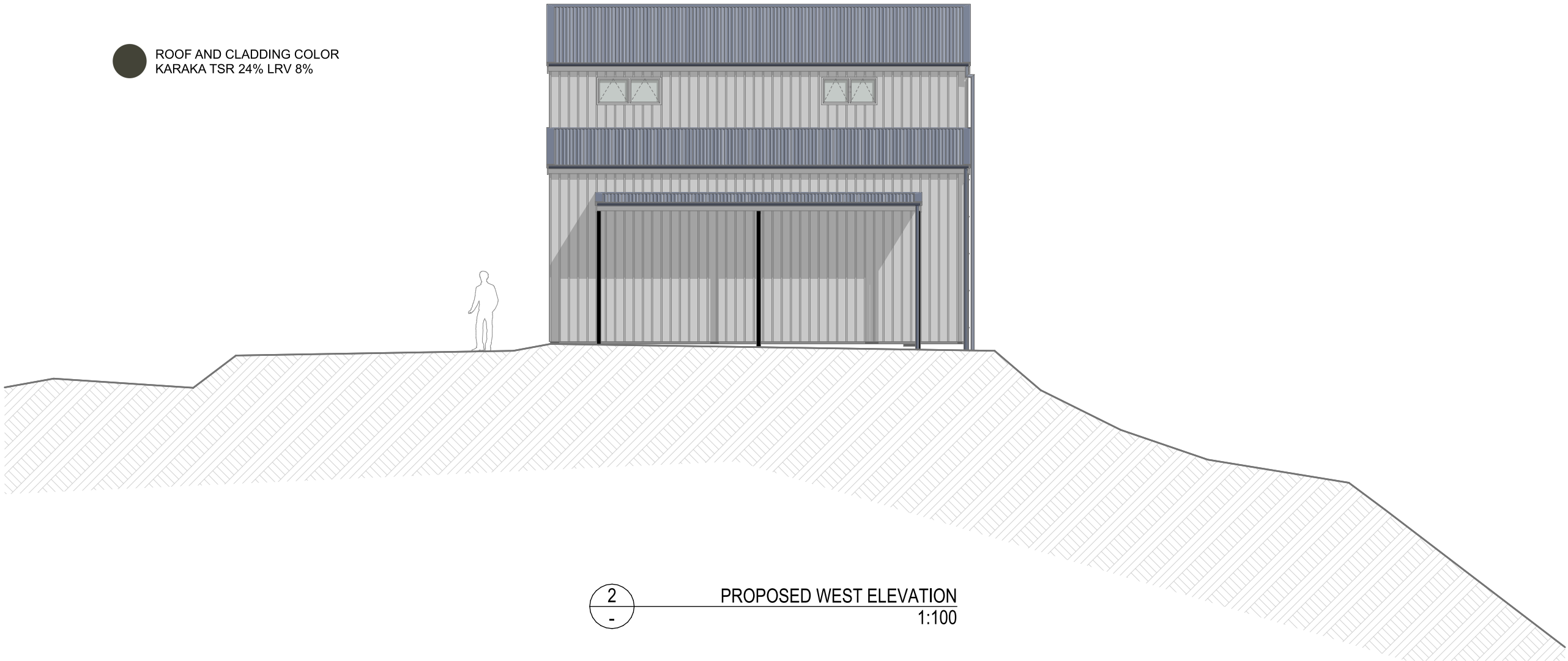


1
-

PROPOSED SOUTH ELEVATION

1:100

ROOF AND CLADDING COLOR
KARAKA TSR 24% LRV 8%



2
-

PROPOSED WEST ELEVATION

1:100

GENERAL NOTES:

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CLIENT:
ADAM FLYNN

PROJECT:
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ROAD RUSSELL
NORTHLAND 0272

DRAWING TITLE:
ELEVATIONS - SHEET 2

DESIGNED:	Amila.D	DRAWN:	Amila.D
CHECKED:	BB	SCALE:	NTD (A3)
APPROVED:	BB		
JOB NUMBER:	25-184	DATE:	1/10/2025
DWG NUMBER:	A203	REV.	

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