

Office Use Only	
Application Number:	

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

### APPLICATION FOR RESOURCE CONSENT OR FAST-TRACK RESOURCE CONSENT

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of Form 9)

Prior to, and during, completion of this application form, please refer to Resource Consent Guidance Notes and Schedule of Fees and Charges – both available on the Council's web page.

1. Pre-Lodgen	nent Meeti	ng			
Have you met with a C	Council Rese	ource Consent representat	tive to discus	ss this application prior	to lodgement? Yes / No
2. Type of Cons	sent being	applied for (more than	one circle	can be ticked):	
C Land Use		O Fast Track Land Us	e*	O Subdivision	O Discharge
O Extension of time	(s.125)	O Change of condition	ns (s.127)	O Change of Cons	sent Notice (s.221(3))
O Consent under N	ational Env	vironmental Standard (e.	.g. Assessir	ng and Managing Co	ntaminants in Soil)
Other (please spe	ecify)				
	land use co	nsents is restricted to conse	nts with a co	ntrolled activity status and	d requires you provide an
3. Would you li	ke to opt o	out of the Fast Track Pro	ocess?	<b>'</b> [25]	No
4. Applicant De	etails:				
Name/s:	Geoff Ha	rnett			
Electronic Address for Service (E-mail):  Phone Numbers:  Postal Address: (or alternative method of service under section 352 of the Act)  5. Address for details here).  Name/s:	Correspon Shauna	ndence: Name and addres Huddart	s for service	Post Code: and correspondence (if	f using an Agent write thei
Electronic Address for Service (E-mail):	-	@barker.co.nz			
Phone Numbers:	Work: 027	7 315 0843	Hor	me:	
Postal Address: (or alternative method of service under section 352 of the Act)	PO Box 37	, Whangārei 0140			
Section SOZ OF the Act)				Post Co	ode:
All correspondence will b	e sent by em	nail in the first instance. Pleas	e advise us if	you would prefer an alter	native means of

this applicati	on relates (where there are multiple	owners or occupiers please list on a separate	sheet if required)
Name/s:	Motu Roa Island Limited		
Property Address/: Location	Moturoa Island		
	Site Details: erty Street Address of the proposed	d activity:	
Site Address/ Location:	Moturoa Island		
	Matura a Jalan d	NA 42A /407	2
Legal Description:	Moturoa Island	Val Number: NA42A/107	<u> </u>
Certificate of Title:		r of your Certificate of Title to the application, alor and encumbrances (search copy must be less the	
caretaker's details. T	is of any other entry restrictions that this is important to avoid a wasted to	nt Council staff should be aware of, e.g. healt rip and having to re-arrange a second visit. In only be made by boat, please cont to arrange a site visit.	·
Please enter a a recognized s Notes, for furt	scale, e.g. 1:100) to illustrate your prop her details of information requirements.	Attach a detailed description of the proposed actionsal. Please refer to Chapter 4 of the District Plate.  Olled activity as the GFA infringes the personal sections.	n, and Guidance
of 25m2 by			
Cancellation	of Consent Notice conditions (s.22 ice identifiers and provide details of	(s.125); Change of Consent Conditions (s.1 1(3)), please quote relevant existing Resour f the change(s) or extension being sought, w	ce Consents and

Details of Property Owner/s and Occupier/s: Name and Address of the Owner/Occupiers of the land to which

**6.** 

10. Other Consent required/being appliticked):	ied for under different legislation (more than one circle can be		
O Building Consent (BC ref # if known)	Iding Consent (BC ref # if known)  Regional Council Consent (ref # if known)		
O National Environmental Standard conse	ent O Other (please specify)		
11. National Environmental Standard Human Health:	for Assessing and Managing Contaminants in Soil to Protect		
	ES. In order to determine whether regard needs to be had to the NES please this NES is available on the Council's planning web pages):		
Is the piece of land currently being used or has i used for an activity or industry on the Hazardous List (HAIL)			
Is the proposed activity an activity covered by the any of the activities listed below, then you need	· · · · · · · · · · · · · · · · · · ·		
O Subdividing land	O Changing the use of a piece of land		
O Disturbing, removing or sampling soil	O Removing or replacing a fuel storage system		
12. Assessment of Environmental Effe	cts:		
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.			
Please attach your AEE to this application.			
13. Billing Details: This identifies the person or entity that will be responsithis resource consent. Please also refer to Council's	sible for paying any invoices or receiving any refunds associated with processing Fees and Charges Schedule.		
Name/s: (please write all names in full)  Geoff Harnett			
Email:			
Postal Address:			
Phone Numbers:			
for it to be lodged. Please note that if the instalment fee i	plication is payable at the time of lodgement and must accompany your application in order s insufficient to cover the actual and reasonable costs of work undertaken to process the s. Invoiced amounts are payable by the 20 <sup>th</sup> of the month following invoice date. You may atton 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: Geoff Harnett \_\_\_\_\_(please print)

Signate \_\_\_\_\_\_(signature of bill payer – mandatory) Date: \_\_\_\_\_\_

### 14. 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:**

Name. Shauna Huddart

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, <a href="www.fndc.govt.nz">www.fndc.govt.nz</a>. 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.

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

(nlesse print)

Itallic	"—————————————————————————————————————	(ploado plint)		
Signa	t	(signature)	Date:	06/12/2023
(A sign	nature is not required if the application	is made by electronic means)		
Chec	cklist (please tick if informatio	n is provided)		
0	Payment (cheques payable to F	ar North District Council)		
<	A current Certificate of Title (Sea	arch Copy not more than 6 months old)		
8	Copies of any listed encumbrane	ces, easements and/or consent notices re	levant to t	he application
✓	Applicant / Agent / Property Own	ner / Bill Payer details provided		
✓	Location of property and descrip	tion of proposal		
$\checkmark$	Assessment of Environmental E	ffects		
Ø	Written Approvals / corresponde	nce from consulted parties		
$\checkmark$	Reports from technical experts (	if required)		
0	Copies of other relevant consen	ts associated with this application		
$\checkmark$	Location and Site plans (land us	e) AND/OR		
0	Location and Scheme Plan (sub	division)		
$\checkmark$	Elevations / Floor plans			
Ø	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.

Only one copy of an application is required, but please note for copying and scanning purposes, documentation should be:

10. Other Consent required/being apprinted:	olied for under different legisla	tion (more than one circle can be
O Building Consent (BC ref # if known)	O Regional Counci	Consent (ref#ifknown)
O National Environmental Standard cons	sent O Other (please sp	ecify)
11. National Environmental Standar Human Health:  The site and proposal may be subject to the above answer the following (further information in regard to	NES. In order to determine whether r	
Is the piece of land currently being used or has used for an activity or industry on the Hazardor List (HAIL)	H. 마일 보다 보다 있는데 다른데 보다 하나 아니는데 이번 사람들이 되었다면 하는데 되었다면 하는데 되었다.	O yes O no O don't know
Is the proposed activity an activity covered by any of the activities listed below, then you need	발가 보는 이 사람이 하면 이 이 이렇게 되었다. 그 사람이 되었다고 있는 것이 되었다고 말했다.	O yes on O don't know
O Subdividing land	O Changing the use of a piece	e of land
O Disturbing, removing or sampling soil	O Removing or replacing a fu	
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Name/s: (please write all names in full)		
Email:		
Postal Address:		
Phone Numbers:		
Fees Information: An instalment to be proceeding the for it to be lodged. Please note that if the instalment fee application you will be required to pay any additional cos also be required to make additional payments if your applications.	sts. Invoiced amounts are payable by the	asonable costs of work undertaken to process the 20 <sup>th</sup> of the month following invoice date. You may
Declaration concerning Payment of Fees: I/we under processing this application. Subject to my/our rights under future processing costs incurred by the Council. Without collection agencies) are necessary to recover unpaid papplication is made on behalf of a trust (private or family) binding the trust, society or company to pay all the above of	er Sections 357B and 358 of the RMA, to limiting the Far North District Council's rocessing costs I/we agree to pay all o , a society (incorporated or unincorporate	object to any costs, I/we undertake to pay all and legal rights if any steps (including the use of debt osts of recovering those processing costs. If this d) or a company in signing this application I/we are
Name	(please print)	sed Caucals, will all may he dob
Signa	(signature of bill payer – man	latory) Date: 6/12/23



# RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD

### Search Copy



Identifier NA42A/1073

Land Registration District North Auckland

**Date Issued** 29 May 1978

Prior References NA29A/1266

**Estate** Fee Simple

Area 146.9919 hectares more or less

Legal Description Moturoa Island

**Registered Owners** 

### **Interests**

C137295.1 Lease of Flat 11 DP 119141 Term 999 years as from and including the 1st May 1988 Leasehold CT NA68C/78 issued - 9.5.1990 at 2.39 pm

C311894.1 Lease of Flat 2 DP 147174 Term 999 years as from and including 1st September 1991 Leasehold CT NA87C/948 issued - 8.10.1991 at 2.57 pm

C522028.1 Lease of Flat 2 Plan 148037 Term 999 years as from and including the 1st May 1993 Leasehold CT NA88A/550 issued - 30.9.1993 at 2.57 pm

C522028.3 Lease of Flat 4 Plan 148037 Term 999 years as from and including 1 May 1993 Leasehold CT NA88A/551 issued - 30.9.1993 at 2.57 pm

C522028.5 Lease of Flat 1 DP 147174 Term 999 years as from and including 1 May 1993 Leasehold CT NA87C/947 issued - 30.9.1993 at 2.57 pm

7358778.2 Lease of Flats 3-4 Deposited Plan 85703 Term 999 years as from and including 17.4.2007 CT 352387 issued - 8.5.2007 at 9:00 am

9314702.17 Lease of Area 8 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482384 issued - 6.9.2013 at 3:48 pm

9314702.18 Lease of Area 9 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482385 issued - 6.9.2013 at 3:48 pm

9314702.19 Lease of Area 7 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482383 issued - 6.9.2013 at 3:48 pm

9314702.20 Lease of Area 4 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482380 issued - 6.9.2013 at 3:48 pm

9314702.21 Lease of Area 1 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482377 issued - 6.9.2013 at 3:48 pm

9314702.22 Lease of Area 2 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482378 issued - 6.9.2013 at 3:48 pm

9314702.23 Lease of Area 3 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482379 issued - 6.9.2013 at 3:48 pm

9515845.2 Lease of Area 5 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482381 issued - 27.9.2013 at 1:24 pm

9539207.2 Lease of Area 6 Deposited Plan 420530 Term 999 years as from and including the 1st day of February 2013 CT 482382 issued - 14.10.2013 at 2:46 pm

9612782.3 Lease of Flat 1-2 Deposited Plan 85957 Term 999 years as from and including 1 February 2013 CT 609395 issued. - 6.1.2014 at 3:28 pm

Appurtenant hereto is a right to convey electricity created by Easement Instrument 9636270.1 - 9.4.2014 at 9:50 am

9701145.2 Lease of Flat 7 Deposited Plan 85703 and Flat 8 Deposited Plan 85703 Term 999 years as from and including the 1st day of February 2013 CT 652270 issued - 16.4.2014 at 4:21 pm

10106932.1 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 13.7.2015 at 3:35 pm

 $10314848.1~\rm STATUTORY~LAND~CHARGE~PURSUANT~TO~SECTION~87~LOCAL~GOVERNMENT~(RATING)~ACT~2002~25.1.2016~at~7:00~am$ 

11824432.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 7.8.2020 at 5:38 pm

12341454.1 Lease of Area 10 Deposited Plan 561738 Term 999 years as from and including the 1st day of July 2021 Record of Title 1003856 issued - 15.9.2022 at 11:52 am

# **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type

11824432.1 Registered 07 August 2020 17:38 Carey, Richard Anthony Climate Change Response Act 2002 - Notice of status under s195(2)



Instrumen	t Type Climate Change Response Act 2002 - Notice of status under \$195(2)
Affected Records of Title	Land District
270218	Hawkes Bay
427445	Wellington
432134	Wellington
544162	Gisborne
544163	Gisborne
548650	Wellington
563803	Taranaki
568612	South Auckland
648831	South Auckland
681773	Wellington
886896	Taranaki
CB22F/193	Canterbury
GS5A/1072	Gisborne
HBE1/303	Hawkes Bay
HBP4/577	Hawkes Bay
NA15D/1478	North Auckland
NA42A/1073	North Auckland
NA63D/426	North Auckland
NA67B/325	North Auckland
NA67B/327	North Auckland
NA73B/871	North Auckland
NA785/240	North Auckland
NA895/227	North Auckland
NA90C/563	North Auckland
NL45/266	Nelson
TN129/130	Taranaki
TNB4/1394	Taranaki
TNG1/967	Taranaki
TNJ1/1058	Taranaki
TNJ2/341	Taranaki
TNK3/144	Taranaki
WN111/252	Wellington
WN269/32	Wellington
WN33D/565	Wellington
WN41D/631	Wellington
WN46D/366	Wellington
WN675/33	Wellington
WN80/214	Wellington
WN902/60	Wellington

Annexure Schedule Contains 2 Pages.

### Signature

Signed by Dong-On Lee as Crown Representative on 07/08/2020 03:41 PM

\*\*\* End of Report \*\*\*

**Annexure Schedule:** Page:1 of 2



### Notice of status of forest land

Section 195, Climate Change Response Act 2002

To the Register-General of Land,

Part of the following land is post-1989 forest land that forms part of a carbon accounting area in respect of which a person is a participant under the Climate Change Response Act 2002.

### Description of land

Legal Description	Region	Title Reference
Part Lot 5 DP 50235 Moturoa Island Section 7A Block II Tutamoe SD Part Section 22 Block II Tutamoe SD Part Section 3A Block II Tutamoe SD Lot 4 DP 113403 Lot 1 DP 32473 Part Section 12 Block I Tutamoe SD Section 13 Block I Tutamoe SD Lot 1 DP 125824 Lot 1 DP 30619 Section 10 Block XI Huiroa SD Lot 7-8 DP 408718 Lot 2 DP 535741 Lot 2 DP 17110 Lot 1 DP 449022 Section 22 Block II Ohura SD Section 24 Block II Ohura SD Section 25 Block II Ohura SD Section 25 Block II Ohura SD Section 26 Block II Ohura SD Section 27 Block II Ohura SD Section 28 Block II Ohura SD Section 29 Block II Ohura SD Section 20 Block II Ohura SD Section 25 Block II Ohura SD Section 26 Block II Ohura SD Section 27 Block II Ohura SD Section 28 Block II Ohura SD Section 29 Block VI Uhura SD Section 2 Block VI Uhura SD Section 1 Block VI Uhura SD Section 2 Block VI Uhura SD	North Auckland Taranaki Wellington Taranaki	NA15D/1478 NA42A/1073 NA67B/325 NA67B/325 NA67B/325 NA63D/426 NA67B/327 NA67B/327 NA67B/327 NA73B/871 NA785/240 TNJ2/341 432134 886896 TNJ1/1058 568612 TNG1/967 TNB4/1394 TNK3/144 CB22F/193 NL45/266 544163
Part Section 13 Block XII Mangahao SD Section 16 Block XII Mangahao SD Section 8 Block VIII Norsewood SD Section 9 SO 3298	Wellington Wellington Hawkes Bay Hawkes Bay	427445 WN111/252 HBE1/303 HBP4/577

ETS Reference: 05/08/2020

**Annexure Schedule:** Page:2 of 2

Lot 4 DP 152133
Section 4 SO 464420
Part Section CIII Rangitikei DIST
Lot 2 DP 483359
Part Section 11 Block XII Oroua SD
Section 18 Block XII Oroua SD
Part Section 1 Block VI Owahanga SD
Section 1 SO 36257
Lot 2 DP 426466
Lot 3 DP 427108
Part Section 52 Whareama Block
Part Section 55 Whareama Block
Section 54 Whareama Block
Lot 2 DP 366590

North Auckland South Auckland Wellington Hawkes Bay NA90C/563 648831 WN46D/366 681773 681773 WN902/60 WN33D/565 WN41D/631 548650 548650 WN269/32 WN269/32 WN269/32 WN675/33 270218

Date: 06/08/2020

Signature. Date: 06/08/2020

Alice Scahill
Acting Team Leader Climate Change Operations
Forestry and Land Management
Te Uru Rākau – Forestry New Zealand

Acting under delegated authority

### **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By 10106932.1 Registered 13 July 2015 15:35 Hakiwai, Tanya-Marie



Instrument Type Covenant (All types except Land covenants)

Affected Computer Registers Land District
NA42A/1073 North Auckland

Annexure Schedule: Contains 22 Pages.

### Signature

Signed by Richard James Beca as Grantor/Grantee Representative on 11/08/2015 12:52 PM

\*\*\* End of Report \*\*\*

Annexure Schedule: Page: 1 of 22

### CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

BETWEEN

MOTU ROA ISLAND LIMITED

("Landowners")

AND

FAR NORTH DISTRICT COUNCIL

("Council")

### INTRODUCTION:

- A. Section 77 of the Reserves Act 1977 provides that:
  - (i) The Minister, any local authority, or any other body approved by the Minister, is satisfied that any private land or any Crown land held under Crown lease should be managed so as to preserve the natural environment, or landscape amenity, or wildlife or freshwater-life or marine-life habitat, and that the particular purpose or purposes can be achieved without acquiring the ownership of the land, or, as the case may be, of the lessee's interest in the land, for a reserve, may treat and agree with the owner or lessee for a covenant to provide for the management of that land in a manner that will achieve the particular purpose or purposes of conservation.
  - (ii) Any covenant under this section may be in perpetuity or for any specific term.
- B. The Far North District Council's Rates Postponement Policy provides that:

Land that has been set aside to protect particular outstanding landscape, historical, ecological or cultural values, under a formal protection agreement, in a form acceptable to Council and for a term of not less than ten years will be eligible to receive a postponement of rates for the period during which the protection remains in place.

- C. The Landowners are the registered proprietors of the land described in the schedule ("Land"), consisting of regenerating coastal forest; Manuka, Kanuka, and Pohutukawa. Reintroduced avifauna including Banded Rail, Bellbird, Brown Kiwi, North Island Robin, Pateke (Brown Teal), Red-Crowned Parakeet (Kakariki, Saddleback, and Whitehead are also identified on the Island.
- D. The Landowners and the Council have agreed that parts of the Land be managed with the following conservation objectives:
  - (i) (Landscape) To preserve and protect the regenerating bush and native forest, and
  - (ii) (Ecological) To protect native birds and other native wildlife and plants present on the land.
- Council has sought advice and as a result, is satisfied that the Land is suitable for a Conservation Covenant. A copy of the Report is attached as Appendix 1.
- F The Landowners and the Council have agreed that:
  - (i) the Landowners may reside on, occupy or use an area of 88.9919ha, being the residual area remaining from the covenanting of areas marked "A-F" on LT 486206 found in Appendix Two. ("Excluded Area). The Excluded Area will not receive any benefit of rates relief and will be defined as a separate division of the Rating Unit pursuant to Section 45(3) of the Local Government (Rating) Act.
  - (ii) Areas marked "A-F" on the attached plan: LT 486206 found in Appendix Two are the areas to be covenanted by this deed ("Covenanted Area").
    For the purposes of this Covenant, the definition of "use" is taken from the Local Government (Rating) Act 2002. It means a person who, alone or with others: —

Annexure Schedule: Page:2 of 22

- (a) Leases the land; or
- (b) Does one (1) or more of the following things on the land for profit or other benefit:
  - (i) Resides on the land;
  - (ii) De-pastures or maintains livestock on the land;
  - (lii) Stores anything on the land;
  - (iv) Uses the land in any other way.

Notes: Notwithstanding the above, work undertaken to preserve or enhance the features covenanted on the land, including weed control, will not impact the "unused" status of the land.

The removal of traditional medicinal tree and plant material for personal use will not constitute actual use of the land.

IT IS AGREED that in accordance with Section 77 of the Reserves Act 1977 the Landowners (to the intent that his Covenant will bind the Landowners successors in title and assigns in perpetuity) and the Council MUTUALLY COVENANT that the Covenanted Area shall be managed for the purposes and objectives listed in recital D above, and in particular on the following conditions:

- 1. The Landowners covenant in relation to the Covenanted Area that:
  - (a) The living indigenous vegetation on the Covenanted Area shall not be cut down, damaged or destroyed (except for the maintenance of roadways and walking tracks, and tracks for pest control operations) without prior written consent of Council. The Landowners shall be deemed not to be in breach of this prohibition if any such vegetation dies from natural causes, which are not attributable to any act or default by or on behalf of the Landowners or for which the Landowners are responsible.
  - (b) There shall be no intentional intrusion of grazing stock (including cows, sheep, goats and pigs) into any areas of indigenous vegetation on the Covenanted Area.
  - (c) No occupier of the Land shall keep or introduce on to the site carnivorous or omnivorous exotic animals (such as ferrets, cats or dogs) which have the potential to be Kiwi predators.
  - (d) Exotic vegetation which could adversely affect natural regeneration or local forest health is not to be introduced onto the Land. This includes the introduction of invasive plant species, including those currently listed on the nationally-banned-for-sale list (see Northland Regional Pest Management Strategy) and species described as 'pest plants' in the "National Pest Plant Accord (August 2001)", any Northland Regional Pest Management Strategy or in the leaflet produced jointly by the Department of Conservation and the Northland Regional Council titled "Environmental Weeds Delightful But Destructive" (1984) and any revised versions of these publications.
  - (e) Dead wood and vegetation may be removed from the Covenanted Area by the Landowners for the Landowners' own use on the Land.
  - (f) Any predator/pest control work on the Land will be carried out in the best possible interests of and for the protection and long term survival of Kiwi and other indigenous fauna and flora.
- Subject to Council continuing to provide for the postponement of rates pursuant to a policy adopted in terms of Section 110 of the Local Government Act 2002, Council shall postpone the rates on all of the Covenanted Area so long as this Covenant remains in force.
- The duration of this covenant is for a period of ten years. It is understood that it is the intention of the parties to renew this covenant every ten years on the anniversary of its initial signing.

Annexure Schedule: Page:3 of 22

4. As provided for in Section 88 of the Local Government Rating Act 2002, Council will add a postponement fee to the accumulated postponed rates each year. This postponement fee will not exceed the administrative cost together with the cost of financing the postponed rates.

- Subject to this covenant remaining in force, Council will remit any postponed rates together with any accumulated postponement fees upon the tenth anniversary of those rates and fees being assessed on the Land, at the rate of one year for each complete year which elapses after such tenth anniversary.
- 6. The Covenanted Area will be monitored from time to time (for Council at the cost of Council) and a site visit, preferably by the organisation which undertook the initial assessment, will ensure, inter alia, that the purposes for which this covenant was created still apply. The Landowners will be advised on the site visit request form that there is an enforcement process.
- In the event that the scheduled site visit identifies that conditions of the covenant are not being met, the following enforcement rules will apply:

Council will give written notice of the breach to the Landowners with a copy of a report specifying the nature of the breach and the time during which the breach is to be remedied to the Council's satisfaction.

Council will advise that if the breach is not remedied during the specified time, there is a risk of no longer qualifying for rates relief and of the cancellation of the covenant at the Landowners expense.

There will be a follow-up monitoring visit in order to confirm whether the breach has been remedied and if it has, then no further action is required.

If the breach has not been remedied the Landowners will be advised that a further specified period will be given for compliance and the Rating Department will be informed.

In the absence of full compliance within the further specified period, the Council will require all the postponed rates to be paid within one calendar month and this covenant will be cancelled.

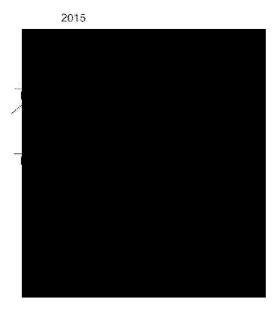
In the event of cancellation of this covenant, the removal thereof from the register will be applied for at the Landowners expense.

### SCHEDULE

Certificate of Title NA42A/1073 (North Auckland Registry)

DATED this Of June

SIGNED by MOTU ROA ISLAND LIMITED by its directors



**Annexure Schedule:** Page:4 of 22

### SIGNED ON BEHALF OF THE FAR NORTH DISTRICT COUNCIL

COUNCILLOR (AUTHORISED OFFICER)	
COUNCILLOR (AUTHORISED OFFICER)	
in the presence of:	

Annexure Schedule: Page: 5 of 22

APPENDIX ONE

### BiodiversityManagement Limited Dr Greg Blunden

339 Kohukohu Road RD1 Kohukohu 09 405 5360 021 710 441 nz kiwi foundation@gmail.com

25th November 2014

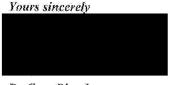
Steven Sanson
Far North District Council
Private Bag
Kerikeri
By PDF to steven.sanson@fnde.govt.nz

### Reference: Inspection of natural areas of Moturoa Island, Kerikeri

I visited this property on 24<sup>th</sup> October 2014. The bush and landscape to be protected is included in a significant natural area, is of good quality and is fenced already to exclude stock. This block contains threatened avifauna which have been re-introduced over the past 35 years; banded rail, bellbird, brown kiwi, North Island Robin, patcke (brown teal), red-crowned parakeet (kakariki), saddleback, and whitehead.

I recommend that a covenant be approved for Moturoa Island. The area to be included in the covenant is identified approximately in Figure 1 including the two (green) basins which do not have the heavy white line defining them.

My report follows. Upon approval, I will visit this property again to set-up photopoints for ecological monitoring of the covenant.



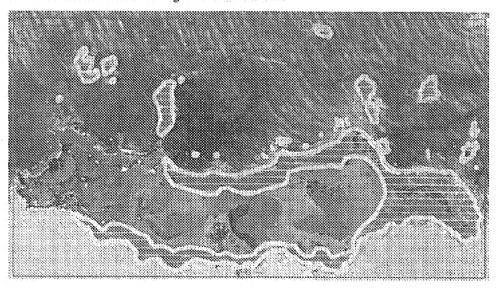
Dr Greg Blunden

**Annexure Schedule:** Page:6 of 22

# INSPECTION OF PROPOSED FNDC COVENANT AT MOTUROA ISLAND, NEAR KERIKERI

Site Address	Moturoa Island, Kerikeri
Legal Description	Areas 1-9 DP 420530 on Moturoa Island DP 85957
Title and Valuation Number	NA42A/1073 00221-02500
Owners	Motu Roa Island Limited
Contact name and telephone number	Paul Asquith p_e_asquith@xtra.co.nz
Area of protection	c.56 hectares
Ecological District	Kerikeri
Follow up visit to create photopoints upon approval of covenant	Before 28th February 2015
This site visit and who did it	Dr. Greg Blunden of Biodiversity Management Limited, 24th October 2014

Figure 1: Suggested areas for covenant on Moturoa Island = those outlined in heavy white and the two additional "green" inland basins



### 1. Ecological references to Moturoa Island

Annexure Schedule: Page: 7 of 22

Moturoa Island is contained within P05/112 Moturoa Island Group (pp.180-182, in Conning & Miller 1999). It is a representative site for coastal manuka/kanuka forest, and it has had a large-scale revegetation and pest management programme in place for over 30 years.

Moturoa Island is also unusual in that has its own special category in the Far North District Plan: Wildlife Refuge – private land of 157 hectares.

The land cover looks relatively modest from the sea, and is dominated by manuka, kanuka and pohutukawa with scattered pine trees and a line of gum trees planted as a shelterbelt. It's best description is "regenerating coastal forest" but this hides a significant re-vegetation programme on many parts of the island with over 54,000 plants since the establishment of the Moturoa Island Partnership. Many plant species have been re-established on the island. Wetlands have been created, some of which have been in place for 20 years or more and now add dramatically to the ecological value of Moturoa.

Weed control and eradication has also been and continues to be a feature of the administration of Moturoa. Large areas of gorse used to exist, many pine trees have been felled and chipped and laid to rest in situ, especially in the two "green" inland basins shown in Figure 1. Great care has been taken in removing old wilding pines from the cliffs and tops because erosion is a major and ever-present risk.

Sheep breeding and fattening is the main pastural land use adjacent to the forested and revegetated areas. This land use activity is an intrinsic part of preventing the return of noxious weeds such as gorse and in maintaining Moturoa Island as an increasingly important natural place. It should not be viewed as a commercial activity.

Part and parcel of the Moturoa Island partnership has been the re-introduction of threatened, locally extinct avifauna as set out in Table 1 below.

A good indicator of success in the re-introduction programmes for avifanna is the number of kiwi calls heard—increasing from seven in 1990 to 47 in 2012. This does not mean there are 47 kiwi on Moturoa but indicates that there has been a major "natural" increase.

Moturoa Island is within easy reach of rats and stoats because less than 200 metres separates the island from the mainland via Kent Passage. Pest management has been in place since 1990, with 93 rats, 14 stoats and 35 magpies recorded as trapped over this period. 4,673 tracking tunnel nights during this time have helped keep track of these and other animal invaders. Three aerial bait drops took place, in 1993, 2006 and 2014, to limit severely the effect of pests not trapped or poisoned on Moturoa.

Table 1: Re-introductions of threatened avifauna to Moturoa Island

Year	Specie	Number re- introduced	Success or failure
1983	Bellbird	7	Failed
6.4.6.4.5.	North Island Robin	8	Failed
	Brown teal (pateke)	3 pair	Success
1985	Brown teal (pateke)	3 pair	Success
	North Island brown kiwi	3 pair	Success
1986 to 1995	Red-crowned parakeets	50	Success until 2009
1987	North Island brown kiwi	1	Success
1996	Banded rail	7	Success
1997	Saddleback	26	Success for 4 years
1999	North Island Robin	19	Success
2011	Whiteheads	40	Success
2011	Gannet reconlonisation pgm		Success

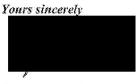
# 2. Site visit with owner if possible to establish ecological baseline and management system

I visited Moturoa on 24th October 2014. Paul Asquith guided me around and we checked-out all the areas proposed for covenant protection. No additional fencing is required for this covenant and all the fencing is a of a standard that is sufficient to keep sheep out of the proposed protected areas:

### 3. Establishment of photo-points

Photopoints can be established after the covenant goes through the acceptance and approval stages. However, it is likely that an historical series of aerial photographs can be assembled from the Northland Regional Council and/or Far North District Council archives. This may be preferable to using photopoints in this case. Photographs from sea may provide the best check of progress in coastal regeneration over the period of this covenant.

### 4. Special conditions requested by the owner = nil



Dr Greg Blunden

**Annexure Schedule:** Page: 9 of 22

### MOTUROA ISLAND GROUP

Survey no.

P05/112

Survey date

06 April 1998

Grid reference

P05 092 658

P05 096 656

P05 105 650 - Moturoa Island

Q05 112 657

Arca

166 ha

Altitude

sea level to 82 m

### Ecological unit

- (a) Kanuka coastal forest on moderate and steep hillslope
- (b) Flax-grass species coastal association on hillstope
- (c) Kanuka/manuka-sweet pea shrubland on steep hillslope

### Landform/geology

Moturoa Island and P05/096656 and Q05/108657 and Q05/113657 are formed of Torlesse Terrane, greywacke and argillite; P05/091659 and P05/092659 are croded remnants of a Kerikeri Volcanics basaltic lava flow.

#### Vegetation

Type (a) Kanuka forest is the common canopy cover of the two small atolls off the north western end of Moturoa Island. Pohutukawa, karaka, coastal tussock, coastal astella, and flax are also present.

Kanuka forest is dominant on the northern side of Moturoa Island. Gorse and tobacco weed are frequent. Pohutukawa, houpara, mamaku, Pseudopanax sp., puriri, and towai are occasional. Pinus sp. and the sweet pea shrub are also present.

Type (a) also occurs along the southern side of Moturoa island. Other species of scattered occurrence include pohutukawa, houpara, *Pittosporum umbellatum*, hangehange, kohekohe, puriri, kowhai, mamaku, cabbage tree, rengarenga lily, and flax.

The north eastern outlying cluster of islands (Q05 109 657 & 113 657) are also dominated by kanuka. Hangehange, *Coprosma* sp., houpara, and sweet pea shrub are sited infrequently on the stacks and pohutukawa is occasional.

Type (b) The island to the east of the two atolls is sparsely vegetated. Flax and grass species are the most common species. Pohutukawa is frequent and pine occasional.

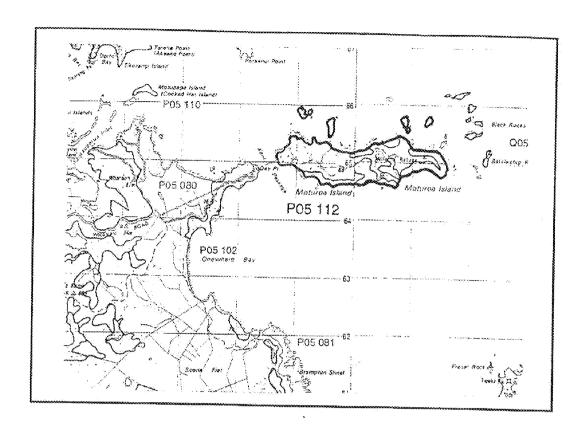
Type (c) Kanuka/manuka-sweet pea shrub

This association is the common canopy cover on the northern side of the eastern end of Moturoa Island. Bracken, wattle and tobacco weed are frequent in this area. Pohutukawa, flax, and houpara are occasional.

### Significant flora

Calystegia marginata (Vulnerable), Pittosporum pimeleoides subsp. pimeleoides (Rare).

Tawapou, coastal maire, Psilotum nudum, (uncommon), Cassytha paniculata (possibly southern limit of natural occurrence—see Cameron 1995).



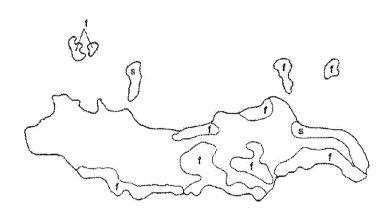


FIGURE 83. MOTUROA ISLAND GROUP, P05/112. EACH GRID IS 1000 M  $\times$  1000 M and Equals 100 Ha. s  $\approx$  5HRUBLAND: f  $\approx$  FOREST.

Annexure Schedule: Page:11 of 22

#### Fauna

Reef heron (Category O threatened species), black-backed gull, blue penguin, variable oystercatcher (Category C threatened species), NZ dotterel (Category B threatened species), brown teal (Category C threatened species), white-fronted tern (Category C threatened species), Caspian tern (Category O threatened species), grey-faced petrel, pied shag, little shag, NI brown kiwi (Category A threatened species), morepork, fantail, tui, NZ kingfisher, welcome swallow, grey warbler, silvereye, NI saddleback (Category C threatened species), paradise shelduck, banded rail (regionally significant species), Australasian harrier.

Banded kokopu (Category C threatened species), red-finned bully, long-finned eel

Several native land snall species, mainly Rhytida sp.

### Significance

A representative site for coastal manuka/kanuka and kanuka forest.

The two stolls located at the north western end of Moturos Island are breeding sites for the threatened reef heron. The western island of the two has records of the white-fronted tern.

The island to the east of the two small atolis is attached to Moturoa Island at low tide and although this island has been severely modified its value would develop with active restoration.

Moturoa Island is an island of outstanding habitat for many threatened fauna and flora species, notably the NI brown kiwi whose populations have been reduced severely over the years and whose conservation is of the highest priority. The threatened NI saddleback was released on to Moturoa Island in 1997. Banded rail are also present on the island. Northland is a stronghold for the banded rail but nationally this bird species does have a limited distribution.

The threatened NZ dotterel, reef heron and Caspian tern have been recorded on the northeastern clusters off the island.

The northeast and northwest clusters are Scenic Reserve administered by the Department of Conservation (9 ha).

Moturoa Island is a Wildlife Refuge - Private Land (157 ha).

### APPENDIX TWO





# Title Plan - LT 486206

Survey Number

LT 486206

Surveyor Reference

8774 Moturoa Island Covenant

Surveyor

Graeme William Kettle Thomson Survey Limited

Survey Firm Surveyor Declaration

Survey Details

Dataset Description Covenant on Montroa Island

Status

Initiated

Land District

North Auckland

Survey Class

Class C

Submitted Date

Survey Approval Date

Deposit Date

Territorial Authorities

Far North District

Comprised In

CT NA42A/1073

Created Parcels

Parcels Area A Deposited Plan 486206 Parcel Intent

Land Covenant Land Covenant

Land Covenant Land Covenant

Area D Deposited Plan 486206 Area E Deposited Plan 486206 Area F Deposited Plan 486206

Area B Deposited Plan 486206

Area C Deposited Plan 486206

Land Covenant Land Covenant

Total Area

0.0000 Ha

CT Reference

Annexure Schedule: Page: 13 of 22

### Schedule / Memorandum



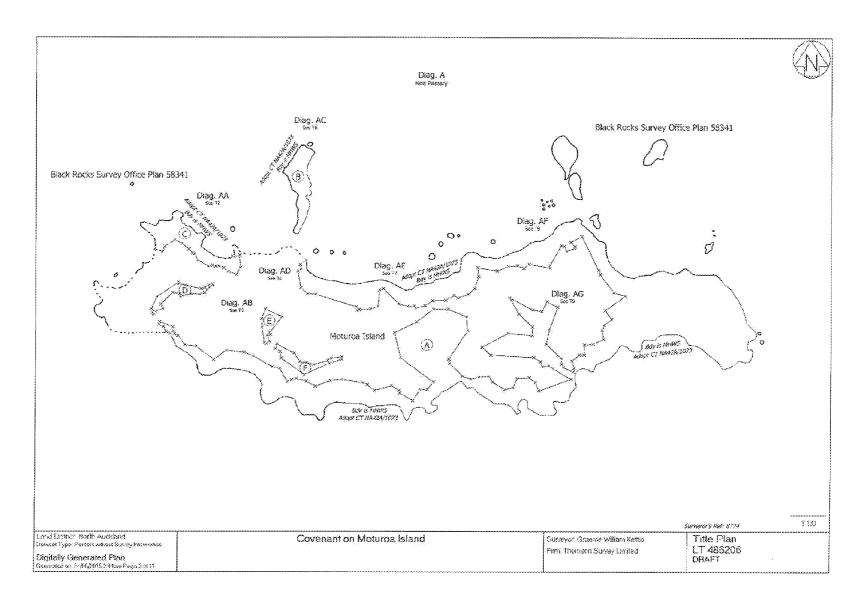
Plan Number

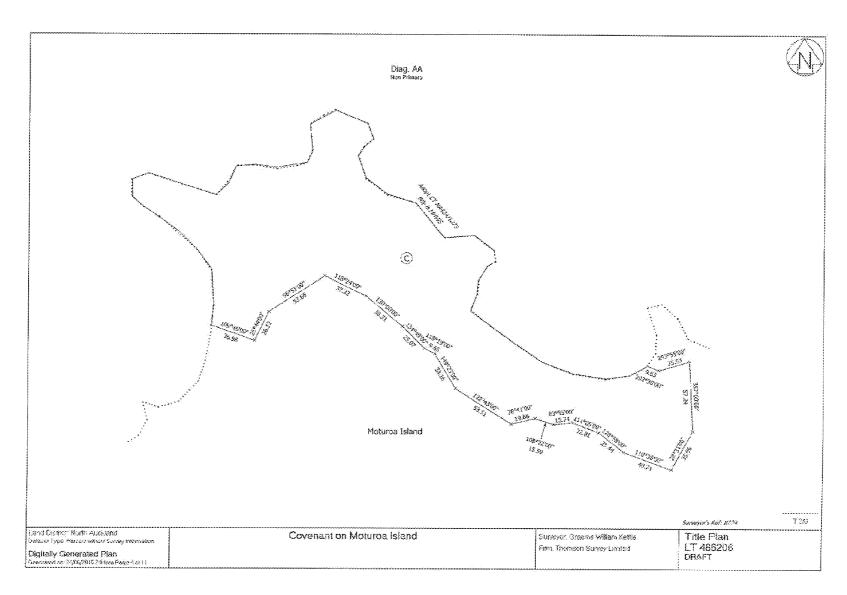
DP 486206

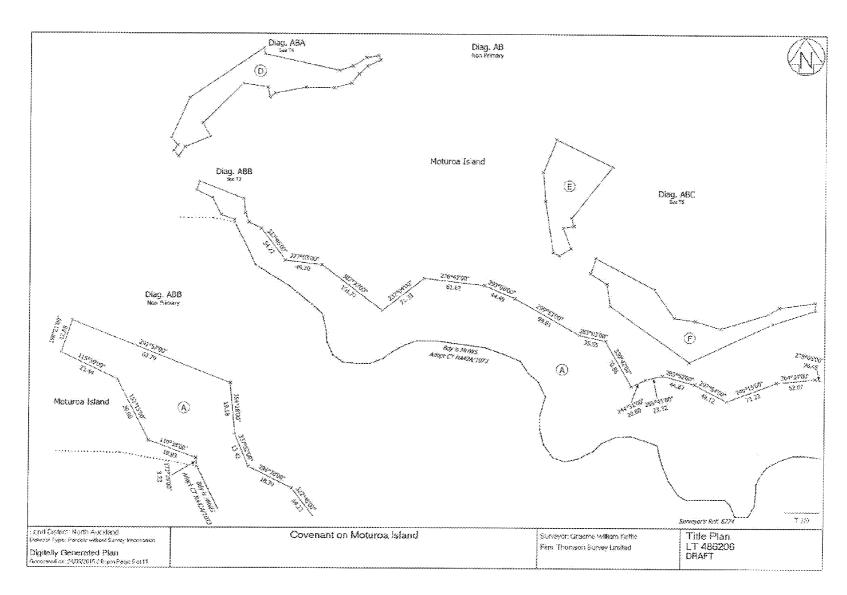
Areas shown as A to F hereon are to be subject to proposed Land Covenants.

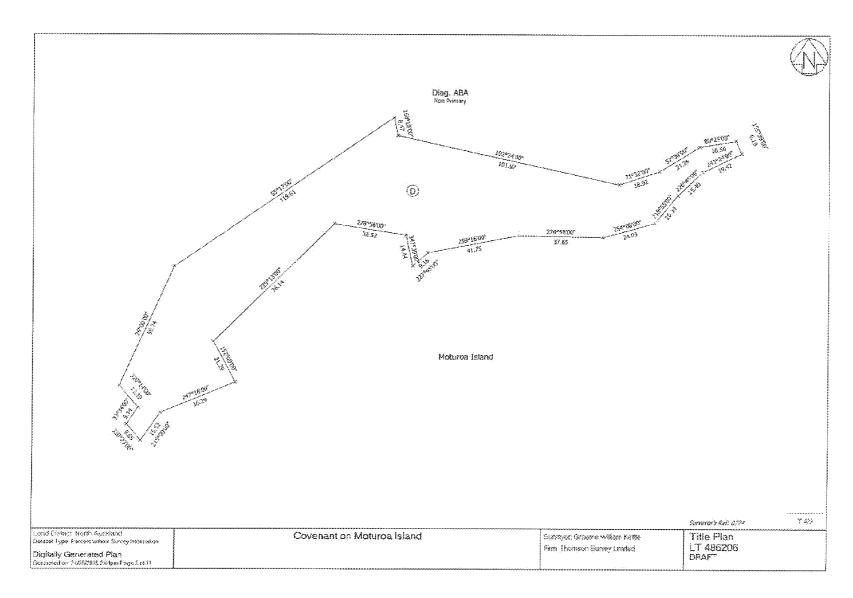
Rhomson Survey Ltd 315 Kerikeri Road, Kerikeri P.O. Box 372, Kerikeri 0245, New Zealand, Email: Kerikeri@tsurvey.co.nz

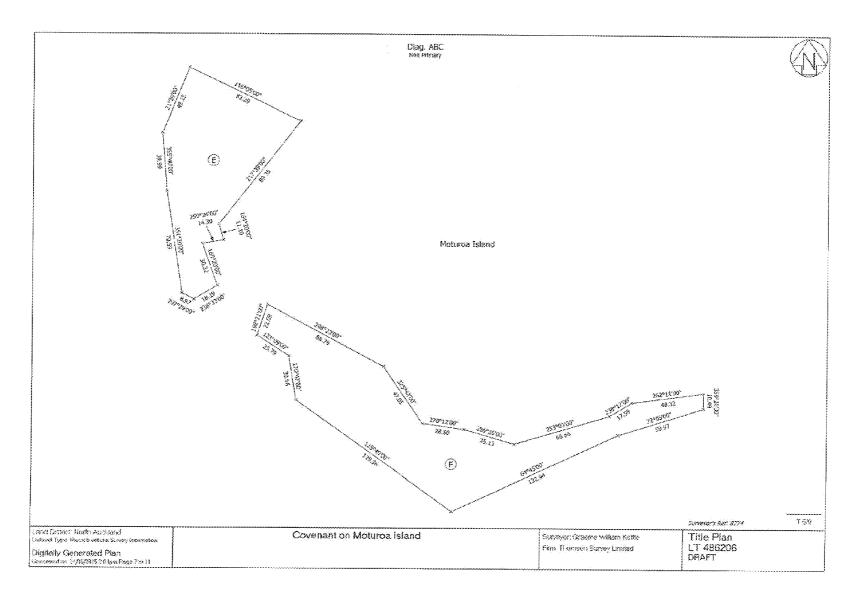
Telephone: 09 4077360 Facsimile: 09 4077322

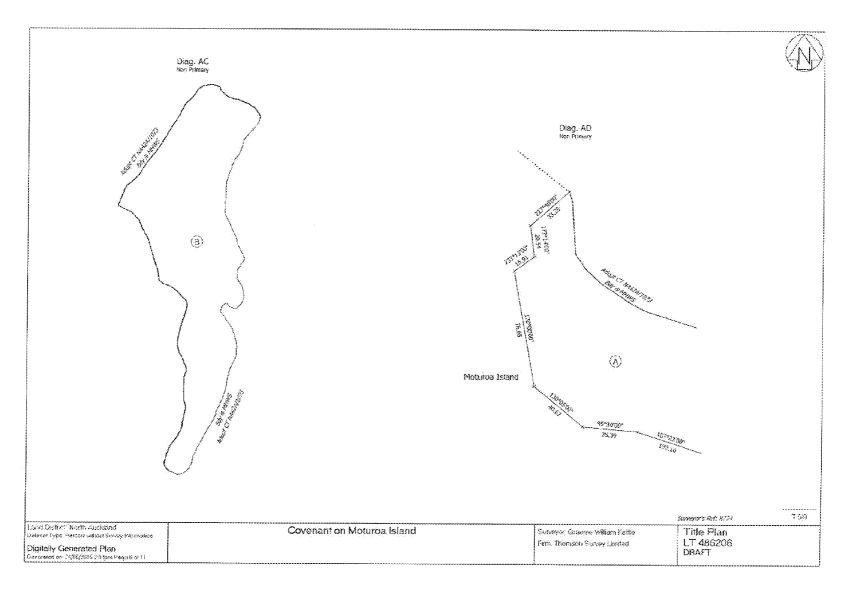


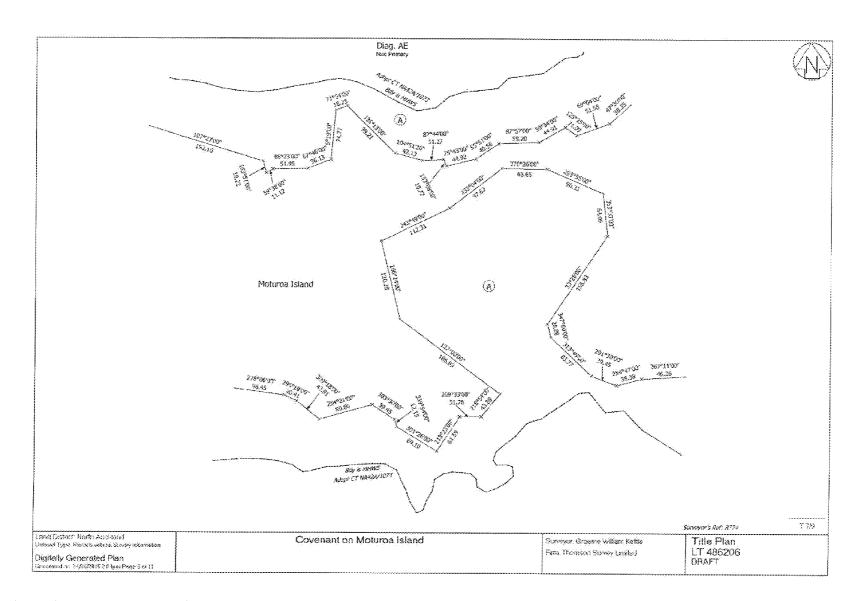


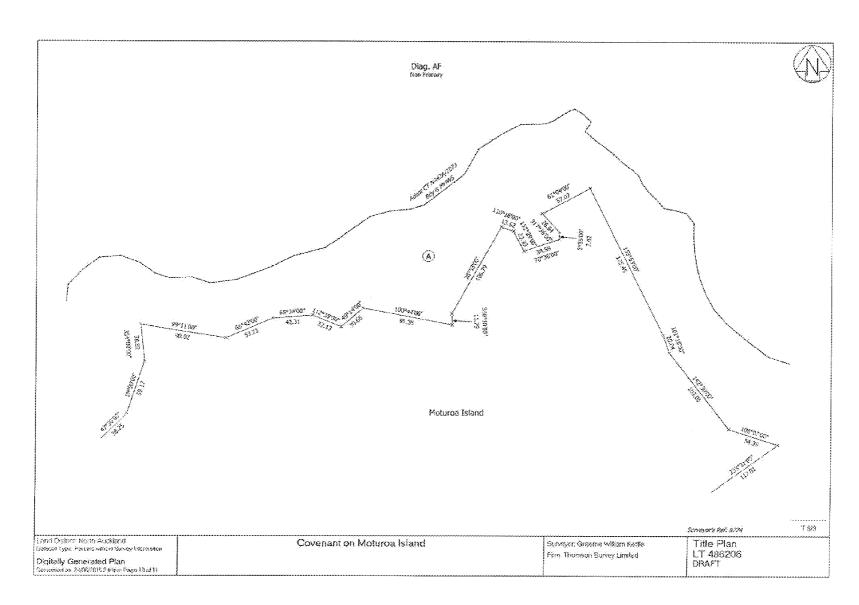


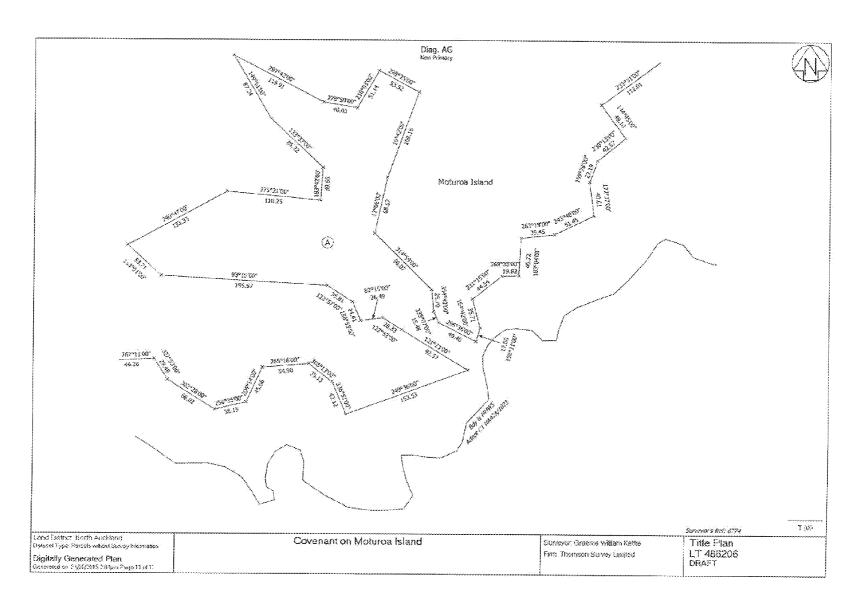












### **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 9636270.1 Registered 09 April 2014 09:50 Hakiwai, Tanya-Marie Easement Instrument



**Affected Computer Registers Land District** NA42A/1073 North Auckland NA80D/606 North Auckland Annexure Schedule: Contains 6 Pages. **Grantor Certifications** V I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this Ÿ instrument V I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the V prescribed period V I certify that the Charge Holder under Statutory Land Charge 8820400.10 has consented to this transaction and I hold that consent, or the Statutory Land Charge does not prevent registration Signature Signed by Christopher Luke Green as Grantor Representative on 09/04/2014 08:59 AM **Grantee Certifications** V I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument V I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with Ÿ

### Signature

or do not apply

prescribed period

Signed by Richard James Beca as Grantee Representative on 10/02/2014 03:58 PM

\*\*\* End of Report \*\*\*

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

V

Annexure Schedule: Page: 1 of 6

### Form B

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

# (Sections 90A and 90F Land Transfer Act 1952) Land Registration District

#### Grantor

North Auckland

James Hendry DOWELL, Hamish Leslie DOWELL and Arthur William YOUNG

#### Grantee

MOTU ROA ISLAND LIMITED

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

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

### Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; profit(s) à prendre or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register or in gross)
Right to Convey Electricity	G on Deposited Plan 454936	NA80D/606 (North Auckland Registry)	NA42A/1073 (North Auckland Registry)

**Annexure Schedule:** Page: 2 of 6

#### Form B - continued

## Easements or $profits \ a \ prendre$ rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the <u>Land Transfer Regulations 2002</u> and/or <u>Schedule Five of the Property Law Act 2007</u>

The implied rights and powers are hereby **[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.

### **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]

**Annexure Schedule:** Page:3 of 6

#### **Annexure Schedule**

#### Insert type of instrument

Easement	Dated	Page	of	Pages

#### 1 Interpretation

- 1.1 In this instrument, unless the context otherwise requires:
  - (a) Easement Area means that/those part(s) of the Servient Land marked on Deposited Plan 454936 with the letter "G";
  - (b) Servient Land means the land owned by the Grantor and contained in CFR NA80D/606 (North Auckland Registry);
  - (c) Transmission Line means underground electricity transmission wires and cables and/or conductors of any other kind (including fibre optic or coaxial cables) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulators, foundations, casings, tubes, tunnels, minor fixtures and other items, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting electricity transmission wires and cables and also includes any fuses, fuse holders, automatic switches, voltage regulators, capacitors or other instruments, apparatus or devices used in association with electricity transmission wires and cables and anything in replacement or substitution of any of the foregoing;
  - (d) words importing the singular include the plural and vice versa; and
  - (e) references to the Grantor and Grantee include their respective heirs, executors, transferees, administrators, successors and assigns.

#### 2 Grant of easements

- 2.1 The Grantor grants to the Grantee a right to convey electricity, telecommunications and computer media through electricity transmission lines and cables under the surface of the easement area at a minimum depth of 1.2 metres with the following rights and powers:
  - (a) to convey, send, transmit and transport electricity and telecommunications signals, waves or impulses, without interruption or impediment and in any quantity by means of the Transmission Line;
  - (b) to survey, investigate, lay, install and construct the Transmission Line laid under the Easement Area, at a depth and along a line determined by the Grantee;
  - (c) to inspect, operate, use, maintain, repair, renew, upgrade, replace, change the size of and remove the Transmission Line;
  - (d) with the Grantee's agents, contractors and employees, and with any vehicles, equipment, tools and materials, to enter and remain for a reasonable time on the Servient Land for any purposes necessary or convenient for the Grantee

**Annexure Schedule:** Page:4 of 6

#### **Annexure Schedule**

#### Insert type of instrument

Easement	Dated	Page	of	Pages
				 i

to exercise its rights under this instrument (including the right to extinguish fires) with the Grantee to give notice of its intention to exercise its rights under this clause unless it is impracticable by reason of an emergency to do so:

- (e) to construct on the Servient Land whatever roads, tracks, access ways, fences, gates and other works are deemed necessary by the Grantee for it to exercise its rights under this instrument and which are approved by the Grantor; and
- (f) to keep the Easement Area cleared of all fences, trees and vegetation where such items:
  - (i) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum clearance of the Transmission Line;
  - (ii) impede the exercise by the Grantee of its rights under this instrument or the Grantee's access over the Servient Land or the Easement Area or to the Transmission Line; or
  - (iii) inhibit the safe and efficient operation of the Transmission Line.
- 2.2 The Grantee has no obligation to construct the Transmission Line or convey electricity through it continuously or at all.

### 3 Ownership of the Transmission Line

The Transmission Line will at all times remain the property of the Grantee.

#### 4 Restrictions on Grantee's use

- 4.1 The Grantee must, in exercising its rights under this Instrument, cause as little disturbance as is reasonably possible to the Grantor, the Servient Land and the Grantor's stock and other property and must ensure that, where applicable, all gates on the Servient Land are left as the Grantee finds them.
- 4.2 The Grantee must restore any part of the surface of the Servient Land that is affected by the Grantee exercising any of its rights under this instrument to a condition equivalent, as far as reasonably practicable, to that existing before the Grantee exercised those rights.

### 5 Grantor's Continued Use of Servient Land

Subject to clause 6, the Grantor may use the Servient Land as long as that use does not unreasonably interfere with the enjoyment of the Grantee's rights and interests granted under this instrument.

Annexure Schedule: Page: 5 of 6

#### **Annexure Schedule**

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Easement	Dated	Page	of	Pages

#### 6 Restrictions on Grantor's use

- 6.1 The Grantor must not do or allow any act which may interfere with or affect the rights of the Grantee or the operation of the Transmission Line and, in particular, the Grantor must not, without the consent in writing of the Grantee:
  - (a) on the Easement Area, or within the minimum distance from the Transmission Line as advised by the Grantee (having regard to relevant statutory or regulatory requirements codes of practice and engineering standards applicable from time to time), erect or permit the erection of any buildings or structures, or alter or allow to be altered the overall dimensions of existing buildings or structures, or carry out any earthworks or stockpiling, or construct or permit the construction of any roads, dams, walls or driveways, or allow any vegetation to become established, or remove or permit the removal of any soil, sand, gravel or other substance;
  - (b) disturb the soil of the easement area below the depth of 0.3 metres;
  - (c) cause flooding of the Easement Area;
  - (d) burn off crops, trees or undergrowth on the Servient Land;
  - (e) operate or permit to be operated any machinery or equipment (including any cranes, drilling-rigs, pile-drivers and excavators) within the Easement Area in close proximity to any part of the Transmission Line;
  - (f) disturb any survey pegs or markers placed on the Easement Area by the Grantee;
  - (g) impede the Grantee's access over the Servient Land or the Easement Area or to the Transmission Line where such access was exercised in terms of the grants contained in this instrument; and
  - (h) do anything on or in the Easement Area which would or could damage or endanger the Transmission Line.
- 6.2 The consent of the Grantee required under clause 6.1 will not be unreasonably withheld, but may be given subject to reasonable conditions. By way of example, but not in limitation, the Grantee will provide its consent to the Grantor spreading gravel on the existing driveway and spreading such gravel with machinery.
- 6.3 Before exercising any right under this instrument to remove a fence, the Grantee must consult with the Grantor so the Grantor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The cost of any replacement fence will be borne by the Grantee and the Grantee must comply with any reasonable directions of the Grantor as to the height, materials used and location of such replacement fence.

**Annexure Schedule:** Page:6 of 6

#### **Annexure Schedule**

#### Insert type of instrument

Easement	Dated	Page	of	Pages
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6.4 If the Grantor does not meet its obligations under this instrument within such reasonable timeframe as is specified in a notice from the Grantee requiring it to do so then the Grantee may meet those obligations (and enter the Servient Land for that purpose) and the Grantor is liable to pay to the Grantee the costs incurred in doing so.

### 7 Indemnity

During the Term of this Easement, the Grantee will indemnify and keep indemnified the Grantor against all claims, proceedings, losses, damages, costs and other liabilities of any nature, direct or indirect, for which the Grantor may become liable and caused by any act or omission of the Grantee on the Land and whether permitted by the Easement Instrument or not to the extent that the Grantor has not caused or contributed to the event.

### 8 Licence and assignment

The Grantee may assign, licence or otherwise grant any right of all or any part of any estate or interest conferred by this instrument provided that such assignee, grantee or licensee is bound by and subject to the terms of this instrument.

### 9 Perpetual easement

There is no power implied in this instrument for the Grantor to terminate the easement for any breach of this instrument or for any other reason. It is the intention of the parties that the easement created by this instrument will continue forever unless surrendered.

### 10 Arbitration

If any dispute arises between the parties in relation to this instrument or any matter arising under it and that dispute cannot be resolved by negotiation, then the parties must submit the dispute to arbitration in accordance with the Arbitration Act 1996 (and its amendments or any statute which replaces it). The arbitration will be commenced by either party giving written notice to the other of the details of the dispute and that party's desire to have the matter referred to arbitration. The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by two arbitrators, one to be appointed by each party, and their umpire to be appointed by the arbitrators before they begin to consider the dispute. The award in the arbitration will be final and binding on the parties.

### 11 Trustee limitation of liability

The liability of Arthur William Young under or in connection with this Easement (including liability for negligence) will be limited to the assets of the JH Dowell Trust which are, or but for any breach of trust would be, for the time being in Arthur William Young's hands as trustee.

### NOTICE OF LAND CHARGE FOR POSTPONED RATES

TO: Land Information New Zealand

SLC 10314848.1 Statutor
Cpy = 01/03,Pgs = 003,22/01/16,09:41

Docid: 516260961

<u>TAKE NOTICE</u> that the land hereinafter described is subject to a charge on account of the total amount of rates from time to time payable to the Far North District Council, the payment of which has been postponed by the local authority pursuant to Section 87 & 90 of the Local Government (Rating) Act 2002 and that you are hereby required to register the charge.

#### **DESCRIPTION OF LAND AFFECTED BY CHARGE:**

Name of Registered Proprietor: Moturoa Island Limited

Situation of Land: Moturoa Island, Moturoa Island, Paihia 0271

Area of Land: 146.9919 hectares more or less

Legal Description of Land: Moturoa Island

Computer Freehold Register No: NA42A/1073

Postponement of rates on land subject to protection for outstanding landscape, cultural, historic or ecological purposes (policy # P04/01)

### Termination and repayment of postponed rates

- **1.** The repayment of postponed rates will not be required merely because of a change of ownership of the land provided that the land continues to comply with the criteria.
- **2.** Council will not seek repayment of postponed rates where future postponement is revoked due to Council changing its criteria for postponement.
- **3.** At the conclusion of the 10 year term, the rates for the first year of the covenant period will be remitted together with all charges for that year. In subsequent years, an additional year of the postponed rates will be remitted so that at any time there is a maximum of 10 years of postponed rates held against that rate account.
- **4.** If, at the conclusion of the 10 year term, the owner does not renew the covenant or other agreement for a further term, the postponement will cease to apply to the land in respect of future rates. Any rates that are postponed against the land at that time will not become payable unless the land ceases to comply with the criteria as set out in 5 below.
- **5.** If the land ceases to comply with the criteria set out in the covenant or other agreement, due to a change in use or action by the ratepayer(s), all postponed rates that have not been otherwise remitted, will become immediately due and payable.

**DATED** at Kaikohe this day of **January** 2016.

SIGNED for and on behalf of the FAR NORTH DISTRICT COUNCIL

By:

<u>COLIN DALE</u>, Acting Chief Executive Officer

Witnessed By:

Witness Occupation:

Witness Address:

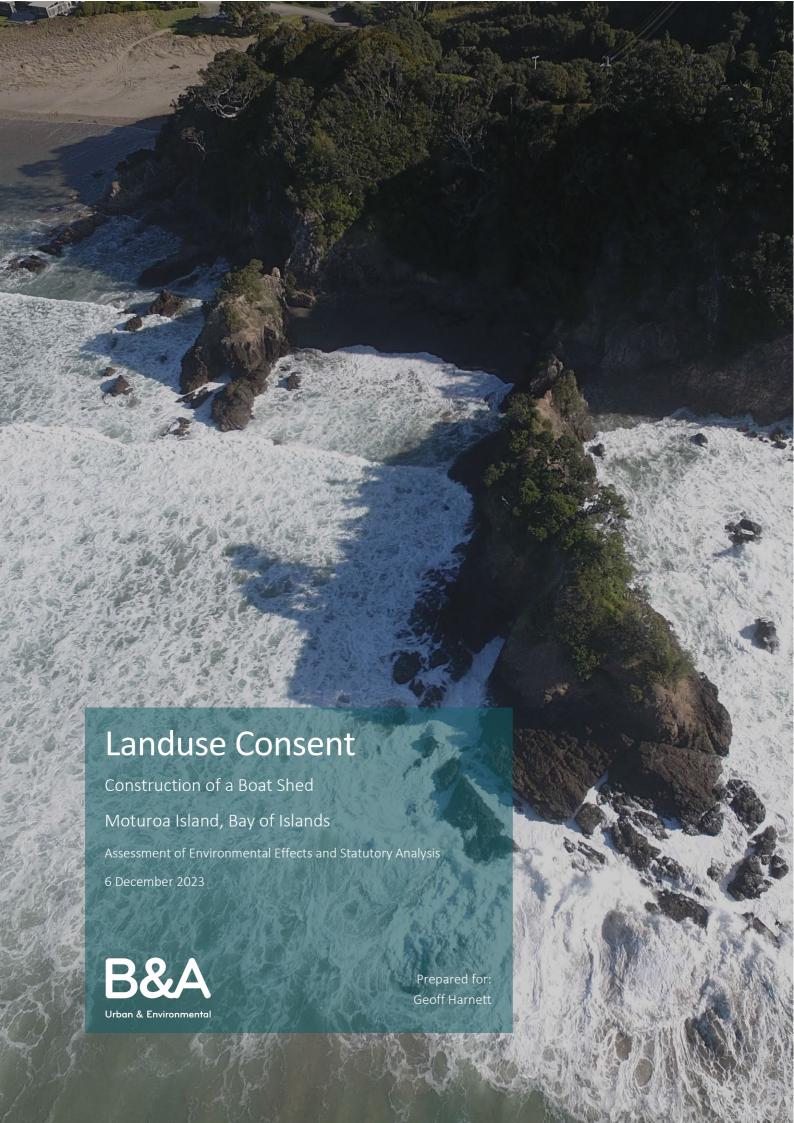
C/- Far North District Council

Private Bag 752 Memorial Avenue Kaikohe 0440

### MANUAL DEALING LODGEMENT FORM

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1	NA42A/1073		SLC	Moturoa Island Limited	\$0.00							
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<sup>\*</sup> Making a priority lodgement ensures the lodgement is entered into the LINZ work due at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.





### **B&A Reference:**

WNG20439

### Status:

Final Revision

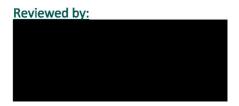
### Date:

6 December 2023



### Shauna Huddart

Planner, Barker & Associates Limited



Sarah Trinder

Associate, Barker & Associates Limited



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## Appendices

Appendix 1: Record of Title and Interests

Appendix 2: Shed Plans

Appendix 3: Shed Site Plan

Appendix 4: ODP Rules Assessment

Appendix 5: PDP Rules Assessment

Appendix 6: Moturoa Island Approval



## 1.0 Applicant and Property Details

Summary of Reasons for Consent:

Far North District Council To: Site Address: Moturoa Island, Bay of Islands Applicant Name: **Geoff Harnett** Barker & Associates Ltd Address for Service: PO Box 414, Kerikeri 0230 Level 1, 62 Kerikeri Road Kerikeri 0230 Attention: Shauna Huddart Moturoa Island (NA42A/1073) (refer to Record of Legal Description: Title as **Appendix 1**) 146.9919ha Site Area: Site Owner: Motu Roa Island Limited District Plan: Operative Far North District Plan 'ODP' Proposed Far North District Plan 'PDP' Zoning: **ODP:** Moturoa Island PDP: Moturoa Island Overlays & Controls: **ODP:** None PDP: Coastal Environment, Outstanding Natural Landscape '36' and High Natural Character '307', '309', '312', '313' and '318'. Designations: None Additional Limitations: None Refer to Figure 1 and Appendix 2 Locality Diagram: Brief Description of Proposal: It is proposed to construct a new boat shed on Moturoa Island that will have a GFA of 90m<sup>2</sup>.

**ODP:** Resource consent as a **Controlled Activity** is required pursuant to Rule 18.1.6.1.3 Visual Amenity.



### 2.0 Background

Barker and Associates (**B&A**) have been engaged by Geoff Harnett to prepare a land use application to Far North District Council (**FNDC**) on his behalf. Our client seeks to establish a new boat shed within the application site located at Moturoa Island. The proposed shed is in keeping with the nature of the surrounding environment.

This Assessment of Environmental Effects (AEE) has been prepared in accordance with the requirements of Section 88 and Schedule 4 of the Resource Management Act 1991 (RMA) and is intended to provide the information necessary for a full understanding of the activity for which consent is sought and any actual and potential effects the proposal may have on the environment.

### 2.1 Moturoa Island Board Committee Consultation

Moturoa Island is held in a company ownership Motu Roa Island Limited that was established in 1968. Motu Roa Island Limited has a board of directors, wildlife committee and building committee that steward the island. They also employ farm managers to maintain the working sheep farm and caretakers that manage pests and weeds plus maintain infrastructure such as fencing and shared facilities.

Each shareholder of the Island has an attached right to their shareholding to build a dwelling in a pre-selected location plus erect a boat shed nearer to the boat ramp. All buildings are subject to the design approval of the building committee. Prior to lodging this application, the Applicant provided the Committee with the proposed shed plans, site plan and AEE and it was approved by the Board. Please refer to **Appendix 6** for approval.

### 3.0 Site Context

### 3.1 Site Description and Locality

The location of which the proposed shed (**shed site**) is to be built is shaded red in **Figure 1** below. The shed site is located approximately 160m north of the jetty on the south western portion of the island amongst the existing boat and storage sheds.

The shed site is relatively flat as shown in **Figure 2** below. As mentioned above, the immediate surrounding area of the shed site comprises existing boat and storage sheds (refer to **Figure 3** below) which comprise the same design of the proposed shed.

Moturoa Island is privately owned by approximately 24 shareholders, there is an island committee board that approve both shed and house plans (the committee approval for the shed plans and location is included as **Appendix 6**). The island is located between Paihia, Russell and Kerikeri, approximately a 20-minute boat ride away.





Figure 1: Locality plan. Source: Emap



Figure 2: Shed Site location. Photo taken 18/10/2023.



Figure 3: Immediate surrounding area of the shed site. Photo taken 18/10/2023.



### 4.0 Proposal

It is proposed to construct a new 90m<sup>2</sup> shed for the purposes of boat storage and building supplies.

### 5.0 Reasons for Consent

A rules assessment against the provisions of the Operative Far North District Plan (**ODP**) is attached as **Appendix 4**.

A rules assessment against the rules in the Proposed Far North District Plan (PDP) that have immediate legal effects are included as **Appendix 5**.

The site is zoned as Moturoa Island under both the ODP and PDP. The proposal requires consent for the matters outlined below.

### 5.1 Operative Far North District Plan

### Special Areas - Moturoa Island

• **18.1.6.1.3 Visual Amenity:** the proposed shed will have a gross floor area (**GFA**) of 90m<sup>2</sup>, infringing the permitted GFA of 25m<sup>2</sup> by 65m<sup>2</sup>.

### 5.2 Activity Status

Overall, this application is for a controlled activity.

### 6.0 Public Notification Assessment (Sections 95A, 95C and 95D)

### 6.1 Assessment of Steps 1 to 4 (Sections 95A)

Section 95A specifies the steps the council is to follow to determine whether an application is to be publicly notified. These are addressed in statutory order below.

### 6.1.1 Step 1: Mandatory public notification is required in certain circumstances

Step 1 requires public notification where this is requested by the applicant; or the application is made jointly with an application to exchange of recreation reserved land under section 15AA of the Reserves Act 1977.

The above does not apply to the proposal.

## 6.1.2 Step 2: If not required by step 1, public notification precluded in certain circumstances.

Step 2 describes that public notification is precluded where all applicable rules and national environmental standards preclude public notification; or where the application is for a controlled activity; or a restricted discretionary, discretionary or non-complying boundary activity.



In this case, the proposal is a controlled activity or a boundary activity. Therefore, public notification is precluded.

## 6.1.3 Step 3: If not required by step 2, public notification required in certain circumstances.

Step 3 describes that where public notification is not precluded by step 2, it is required if the applicable rules or national environmental standards require public notification, or if the activity is likely to have adverse effects on the environment that are more than minor.

As noted under step 2 above, public notification is precluded, and an assessment under section 95A is not required.

### 6.1.4 Step 4: Public notification in special circumstances

If an application is not required to be publicly notified as a result of any of the previous steps, then the council is required to determine whether special circumstances exist that warrant it being publicly notified.

Special circumstances are those that are:

- Exceptional or unusual, but something less than extraordinary; or
- Outside of the common run of applications of this nature; or
- Circumstances which make notification desirable, notwithstanding the conclusion that the adverse effects will be no more than minor.

It is considered that there is nothing noteworthy about the proposal, the shed is proposed to be built in an area that anticipates this kind of development and activity. It is therefore considered that the application cannot be described as being out of the ordinary or giving rise to special circumstances.

### 6.2 Public Notification Conclusion

Having undertaken the section 95A public notification tests, the following conclusions are reached:

- Under step 1, public notification is not mandatory;
- Under step 2, public notification is precluded;
- Step 3, does not apply as public notification is precluded under Step 2; and
- Under step 4, there are no special circumstances.

Therefore, this application is not required to be publicly notified.



### 7.0 Limited Notification Assessment (Sections 95B, 95E to 95G)

### 7.1 Assessment of Steps 1 to 4 (Sections 95B)

If the application is not publicly notified under section 95A, the council must follow the steps set out in section 95B to determine whether to limited notify the application. These steps are addressed in the statutory order below.

### 7.1.1 Step 1: Certain affected protected customary rights groups must be notified

Step 1 requires limited notification where there are any affected protected customary rights groups or customary marine title groups; or affected persons under a statutory acknowledgement affecting the land.

The above does not apply to this proposal.

### 7.1.2 Step 1: Certain affected protected customary rights groups must be notified

Step 2 describes that limited notification is precluded where all applicable rules and national environmental standards preclude limited notification; or the application is for a controlled activity (other than the subdivision of land).

In this case, the proposal is a controlled activity (other than the subdivision of land). Therefore, limited notification is precluded.

### 7.1.3 Step 3: If not precluded by step 2, certain other affected persons must be notified

Step 3 requires that, where limited notification is not precluded under step 2 above, a determination must be made as to whether any of the following persons are affected persons:

- In the case of a boundary activity, an owner of an allotment with an infringed boundary;
- In the case of any other activity, a person affected in accordance with s95E.

As outlined above, notification is precluded by step 2, and therefore step 3 is irrelevant.

### 7.1.4 Step 4: Further notification in special circumstances

In addition to the findings of the previous steps, the council is also required to determine whether special circumstances exist in relation to the application that warrant notification of the application to any other persons not already determined as eligible for limited notification.

In this instance, having regard to the assessment in section 6.1.4 above, it is considered that special circumstances do not apply.

### 7.2 Limited Notification Conclusion

Having undertaken the section 95B limited notification tests, the following conclusions are reached:

Under step 1, limited notification is not mandatory;



- Under step 2, limited notification is precluded;
- As notification is precluded under step 2, step 3 is irrelevant; and
- Under step 4, there are no special circumstances.

Therefore, it is recommended that this application be processed without limited notification.

### 8.0 Consideration of Applications (Section 104)

### 8.1 Statutory Matters

Subject to Part 2 of the Act, when considering an application for resource consent and any submissions received, a council must, in accordance with section 104(1) of the Act have regard to:

- Any actual and potential effects on the environment of allowing the activity;
- Any relevant provisions of a national environmental standard, other regulations, national
  policy statement, a New Zealand coastal policy statement, a regional policy statement or
  proposed regional policy statement; a plan or proposed plan; and
- Any other matter a council considers relevant and reasonably necessary to determine the application.

As a controlled activity, section 104A of the Act states that a council:

- (a) must grant the resource consent, unless it has insufficient information to determine whether or not the activity is a controlled activity; and
- (b) may impose conditions on the consent under section 108 only for those matters over which it has reserved its control in its plan.

### 8.2 Weighting of Proposed Plan Changes: Far North District Plan

On the 27th July 2022 Far North District Council (**FNDC**) notified their Proposed District Plan (**PDP**). At the time of preparing this AEE, only rules identified as having immediate legal effect have been considered. This will remain the case until FNDC releases a decision on the PDP (this will occur once hearings have been completed).

## 9.0 Effects on the Environment (Section 104(1)(A))

### 9.1 Positive Effects

The proposal will result in positive effects including the Applicant being able to utilise the shed for storage purposes.

### 9.2 Visual Amenity Effects

As mentioned in Section 3 above, the immediate existing environment comprises existing boat and storage sheds. The proposed shed is in keeping with the character and scale of existing buildings



within the surrounding environment and can comply with all the required provisions apart from the GFA of the shed.

As shown in **Figure 2** above, the new proposed shed is situated along a fence that is lined with various bush, trees and plants species that will help soften any adverse amenity views when viewed from the ocean. It is considered that the design of the proposed shed is of a similar nature of the existing environment (refer to **Figure 4** below).



Figure 4: Existing sheds that are the same design as the proposed shed. Refer to Appendix 2 for full set of shed plans. Photo taken 18/10/2023.

The proposed shed has been reviewed by the building committee and its location selected to mitigate environmental effects. The selected location has been chosen for several reasons. It is set back from the waterline to a considerable distance and screened by existing agricultural sheds and various vegetation, this is to mitigate any visual effects from the coastline. The building finishes have been selected as Karaka Green corrugate iron coloursteel. This is so the building sits well in the environment adjacent to natural plantings and buildings.

The site location selected is away from any ridgelines and screened from coastal sightlines. Building materials have been chosen to mitigate visual effects on the island and ensure the building sits well alongside the other agricultural style buildings.

Taking into account the above, it is considered that any adverse effects would not be noticeable in the wider environment, and therefore will be less than minor.

### 9.3 Effects Summary

Having regard to the actual and potential effects on the environment of the activity resulting from the proposal, it was concluded in the assessment above that any adverse effects relating to the proposal will be less than minor.

Further, it is considered that the proposal will also result in significant positive effects as mentioned above. Overall, it is considered that when taking into account the positive effects, any actual and potential adverse effects on the environment of allowing the activity are acceptable.



### 10.0 District Plan and Statutory Documents (Section 104(1)(B))

### 10.1 Objectives and Policies of the Operative Far North District Plan

### 10.1.1 Chapter 18 – Special Areas Moturoa Island

18.1.3.1 To provide for development and activity on Moturoa Island including additions and external alterations to dwellings and ancillary buildings and facilities for the storage of pleasure craft.

**Comment**: It is considered that Objective 18.1.3.1 is met as the proposed shed will be located within existing built development of other storage and boat sheds.

18.1.3.2 To ensure that development upon Moturoa Island is carried out in a manner that recognises the attractive, unspoilt nature of the Island as a prominent landscape feature, and the natural character of the coastal environment.

**Comment:** It is considered that Objective 18.1.3.2 is met as the proposed shed will be located within existing built development of other storage and boat sheds. Further, it is located away from any ridgelines and screened from coastal sightlines. Building materials have been chosen to mitigate visual effects on the island and ensure the building sits well alongside the other agricultural style buildings.

18.1.4.3 That future building additions to the existing dwellings and the building of future proposed dwellings and accessory buildings, including facilities for the storage of pleasure craft, be controlled by way of the Development Plan and by way of controlled activity consideration over the siting, scale and design of building activities and future dwellings.

**Comment**: It is considered that Policy 18.1.4.3 is met as the scale and design of the proposed shed is consistent with the immediate surrounding area and is consistent with the matters of control for Visual amenity as outlined in Section 11 below.

### 10.2 Objectives and Policies of the Proposed Far North District Plan

### 10.2.1 Special Purpose Zones – Moturoa Island Zone

MIZ-O1 Land use on Moturoa Island is of a scale and type that compliments and is consistent with the values of the island.

MIZ-P2 Provide for additions and external alterations to residential units, accessory buildings and facilities for the storage of pleasure craft where any significant adverse effects are avoided and any other adverse effects can be avoided, remedied or mitigated.

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

- a. compliance with the Council approved Moturoa Island Development Plan;
- b. the natural character of the coastal environment;
- c. the presence or absence of structures, buildings or infrastructure;
- d. the location, scale and design of any proposed development;



- e. the temporary or permanent nature of any adverse effects;
- f. the need for and location of earthworks or vegetation clearance;
- g. effects from natural hazards;
- h. satisfactory disposal of wastewater and stormwater;
- i. effects on ecological values; and
- j. the provision for a potable and firefighting water supply.

**Comment**: As mentioned above, the objective and policies area considered to be met as the proposed shed is located away from any ridgelines and screened from coastal sightlines. Building materials have been chosen to mitigate visual effects on the island and ensure the building sits well alongside the other agricultural style buildings.

#### 10.2.2 Coastal Environment

CE-O2 Land use and subdivision in the coastal environment:

- a. preserves the characteristics and qualities of the natural character of the coastal environment;
- b. is consistent with the surrounding land use;
- c. does not result in urban sprawl occurring outside of urban zones;
- d. promotes restoration and enhancement of the natural character of the coastal environment; and
- e. recognises tangata whenua needs for ancestral use of whenua Māori.

CE-P3 Avoid significant adverse effects and avoid, remedy or mitigate other adverse effects of land use and subdivision on the characteristics and qualities of the coastal environment not identified as:

- a. outstanding natural character;
- b. ONL;
- c. ONF.

CE-P4 Preserve the visual qualities, character and integrity of the coastal environment by:

- a. consolidating land use and subdivision around existing urban centres and rural settlements; and
- b. avoiding sprawl or sporadic patterns of development.

CE-P10 Manage land use and subdivision to preserve and protect the natural character of the coastal environment, and to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:

- a. the presence or absence of buildings, structures or infrastructure;
- b. the temporary or permanent nature of any adverse effects;
- c. the location, scale and design of any proposed development;
- d. any means of integrating the building, structure or activity;
- e. the ability of the environment to absorb change;



- f. the need for and location of earthworks or vegetation clearance;
- g. the operational or functional need of any regionally significant infrastructure to be sited in the particular location;
- h. any viable alternative locations for the activity or development;
- i. any historical, spiritual or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6;
- j. the likelihood of the activity exacerbating natural hazards;
- k. the opportunity to enhance public access and recreation;
- I. the ability to improve the overall quality of coastal waters; and
- m. any positive contribution the development has on the characteristics and qualities.

**Comment:** The proposal is considered to be in keeping with the surrounding built form of the area, being predominantly boat and storage sheds. There are no mapped features that are considered sensitive and no natural hazards that will be exacerbated by the proposed works. The above objectives and policies are met as the proposal is consistent with the surrounding area and is consistent with the built form.

While the proposed objectives and policies have little relevance as they do not have any immediate effect, it is considered that the proposal achieves the anticipated outcomes sought by the zone.

### 10.3 Summary

It is considered that the proposed development is generally in accordance with the objectives and policies of the ODP and PDP.

### 11.0 Matters of Control

Under section 104A of the Act, as a controlled activity, the consent authority must consider only those matters over which it has reserved its control in its plan.

The ODP specifies the relevant matters of control to be considered in assessing this application. These are outlined and assessed below with regard to the application:

18.1.6.2.1 Matters of Control	Assessment
(i) the size, height, bulk and siting of the structure in relation to ridgelines and natural features;	The proposed shed complies with the permitted height and bulk standards. It does however, infringe the permitted 25m² GFA. It is considered that the size of the proposed shed is consistent with the immediate surrounding environment and does not compromise the/any ridgeline and natural features.



(ii) the colour and reflectivity of the structure;	The proposed shed is proposed to be Karaka Green corrugate iron coloursteel.
(iii) the extent to which planting can mitigate visual effects;	It is considered that planting is not necessary for the proposal as the shed will be screened from existing vegetation and other existing sheds as shown in <b>Figures 2 and 3</b> above.
(iv) the location and design of associated vehicle access, manoeuvring and parking areas;	The island uses ATV to get around, there is an existing farm track that will be utilised and there is plenty of space for manoeuvring and parking if needed.
(v) the extent to which the structure will be visually obtrusive;	The proposed shed will not be visually obtrusive to the coastal environment as you cannot see the proposed shed site from the coastline.
(vi) the degree to which the landscape will retain the qualities that give it naturalness and visual value.	The proposed shed site is located amongst existing sheds and within the developed area of the island.

Overall, it is considered that the proposal meets the matters of control criteria of the ODP.

### 12.0 Part 2 Matters

Section 5 of Part 2 identifies the purpose of the RMA as being the sustainable management of natural and physical resources. This means managing the use, development and protection of natural and physical resources in a way that enables people and communities to provide for their social, cultural and economic well-being and health and safety while sustaining those resources for future generations, protecting the life supporting capacity of ecosystems, and avoiding, remedying or mitigating adverse effects on the environment.

Section 6 of the Act sets out a number of matters of national importance including (but not limited to) the protection of outstanding natural features and landscapes and historic heritage from inappropriate subdivision, use and development.

Section 7 identifies a number of "other matters" to be given particular regard by Council and includes (but is not limited to) Kaitiakitanga, the efficient use of natural and physical resources, the maintenance and enhancement of amenity values, and maintenance and enhancement of the quality of the environment.

Section 8 requires Council to take into account the principles of the Treaty of Waitangi.

Overall, as the effects of the proposal are considered to be less than minor, and the proposal accords with the relevant ODP objectives, policies and assessment criteria, it is considered that the proposal will not offend against the general resource management principles set out in Part 2 of the Act.



## 13.0 Other Matters (Section 104(1)(C))

### 13.1 Record of Title Interests

The Record of Title for the site are subject to a number of interests (refer **Appendix 1**). None of these are anticipated to affect the resource consent application as discussed in **Table 1** below:

**Table 1: Record of Title interests** 

Interest		Comment
10106932.1 Covenant	Conservation	Pursuant to Section 77 of the Reserves Act 1977, the eastern side of Moturoa Island is subject to a Conservation Covenant, the proposed shed site is not located within the Conservation covenant.
11824432.1 No	otice	Pursuant to Section 195(2) Climate Change Response Act 2002, it is highlighted that Moturoa Island forms part of a carbon accounting area. This Notice does not affect the proposed shed.
Easement 9636270.1	Instrument	This interest pertains to a Right to Convey Electricity. The proposed shed will not affect this easement.

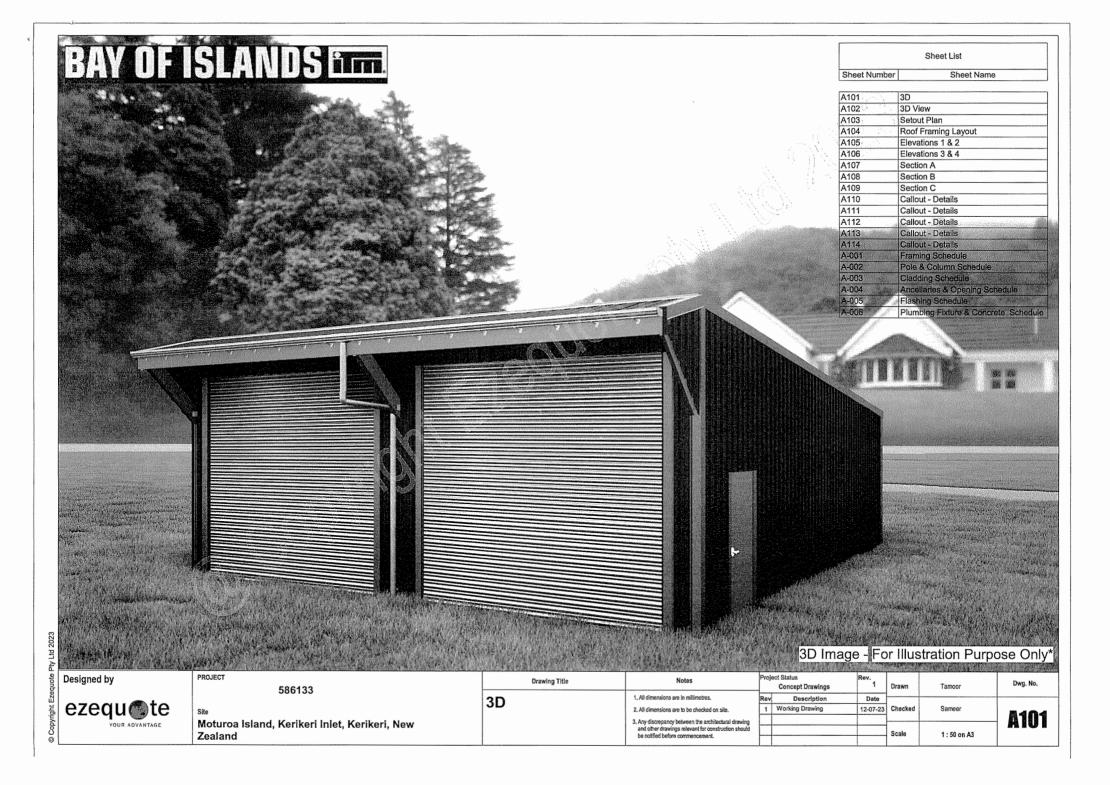
### 14.0 Conclusion

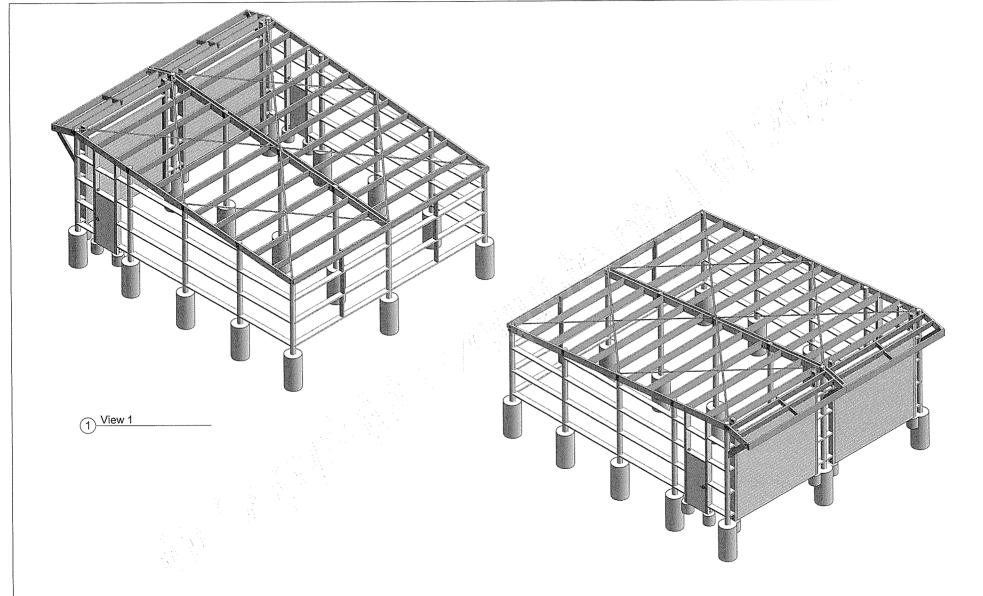
The proposal involves the construction of a shed for boat and storage purposes at Moturoa Island.

Based on the above report it is considered that:

- Public notification is not required as it is for a controlled activity;
- Limited notification is not required as it is for a controlled activity;
- The proposal accords with the relevant ODP objectives, policies and assessment criteria; and
- The proposal is considered to be consistent with Part 2 of the Act.

It is therefore concluded that the proposal satisfies all matters the consent authority is required to assess, and that it can be granted on a non-notified basis.





Designed by



PROJECT

586133

Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

3D View

Drawing Title

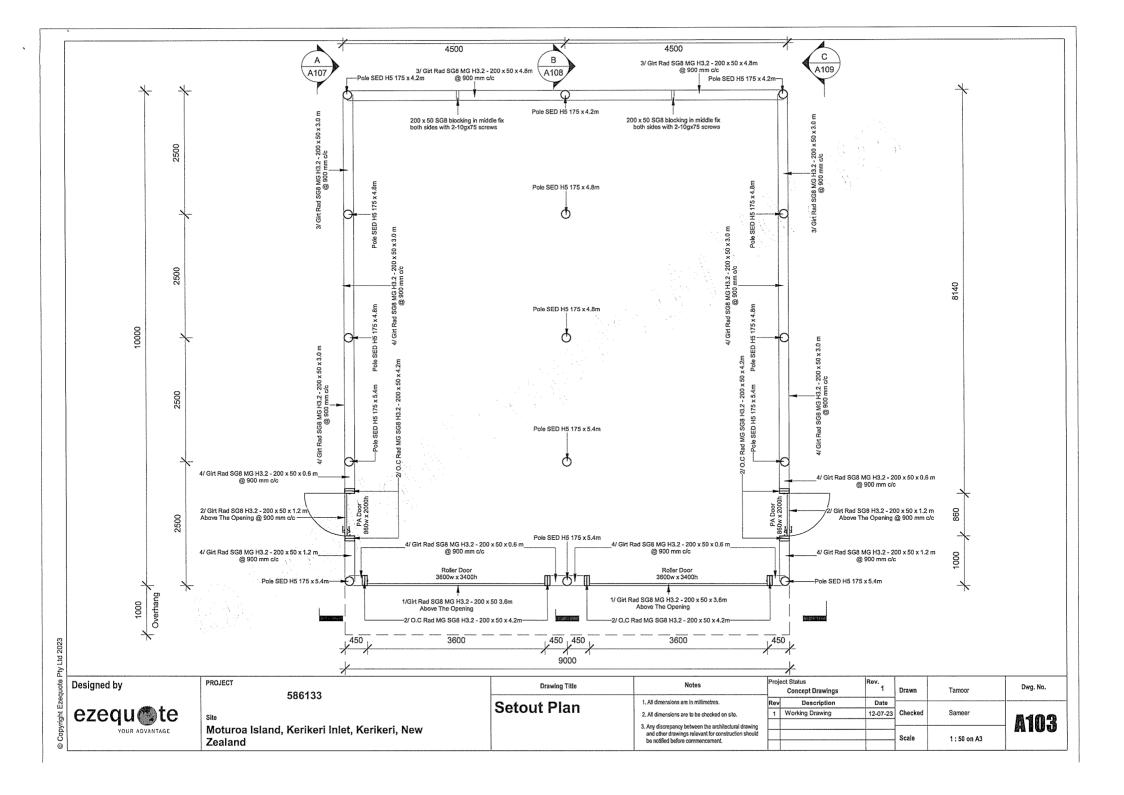
1. All dimensions are in millimetres. Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

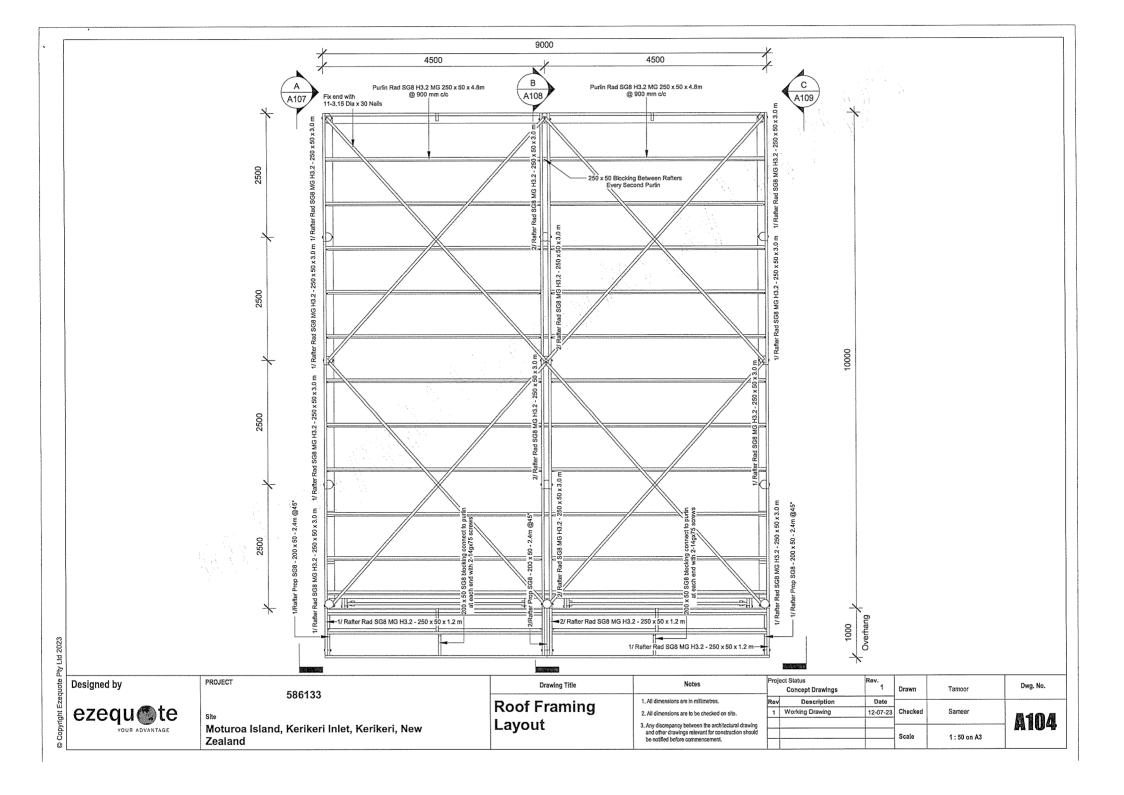
Notes

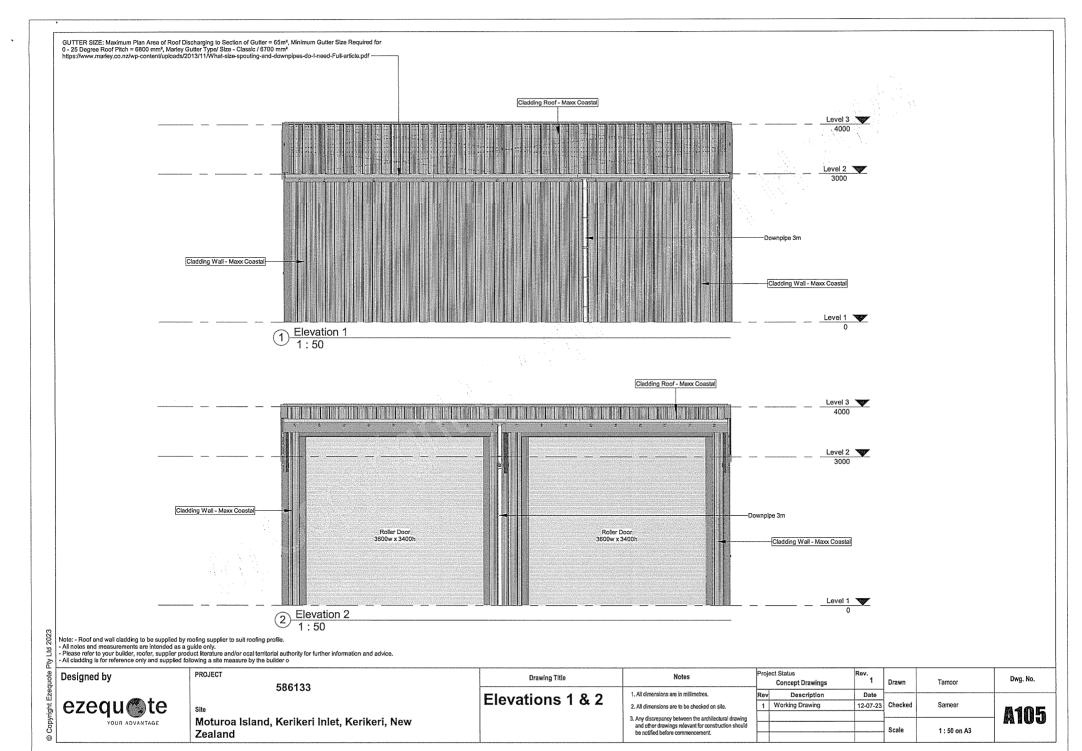
Drawn Concept Drawings Date 12-07-23 Checked Sameer 1 Working Drawing 1:50 on A3

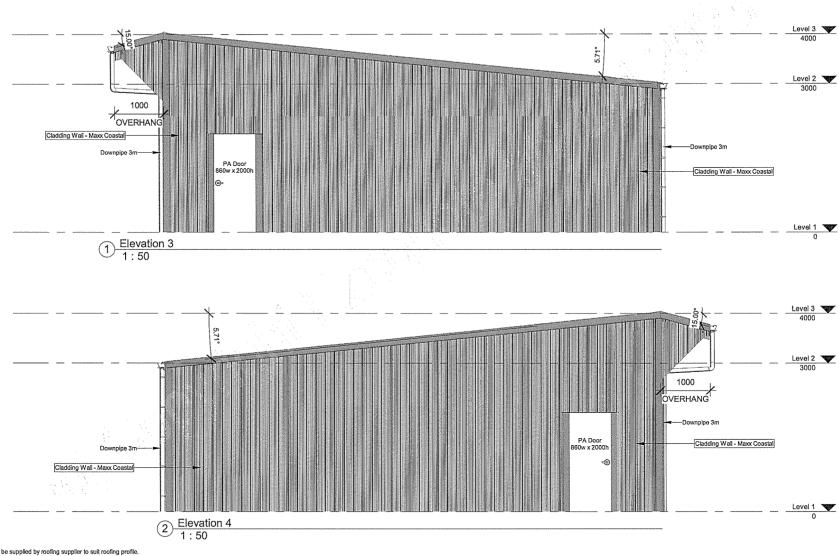
A102

Dwg. No.









Note: - Roof and wall cladding to be supplied by roofing supplier to suit roofing profile.

- All notes and measurements are intended as a guide only.
- Please refer to your builder, roofer, supplier product literature and/or ocal territorial authority for further information and advice.

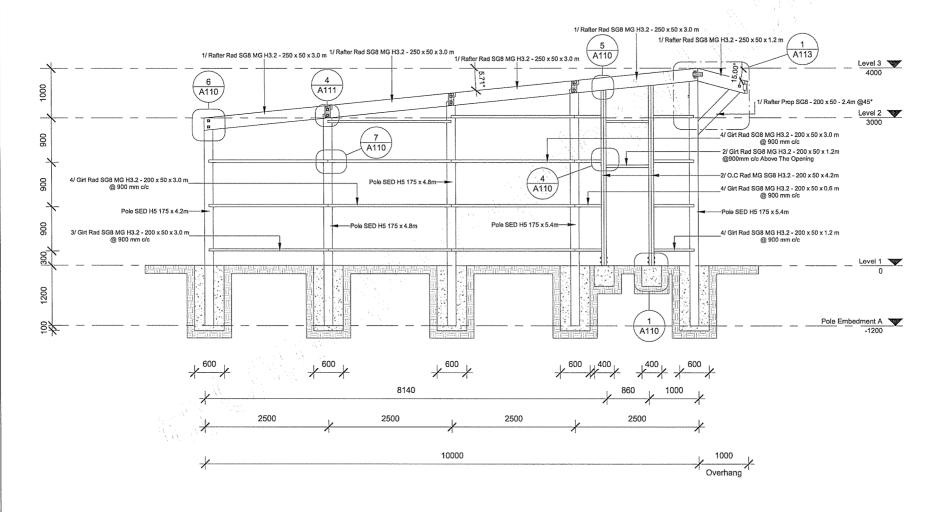
- All cladding is for reference only and supplied following a site measure by the builder o

Designed by



	PROJECT
ļ	586133
	Site
	Moturoa Island, Kerikeri Inlet, Kerikeri, New
	Zealand
	Louidia

Drawing Title	Notes	Proj	ect Status Concept Drawings	Rev. 1	Drawn	Tamoor	Dwg. No.
Elevations 3 & 4	1. All dimensions are in millimetres.	Rev	Description	Date	Checked	Sameer	mann
	2. All dimensions are to be checked on site.	1	Working Drawing	12-07-23			
	Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.				A106		
		_			Scale	1:50 on A3	



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PROJECT

586133

Site

Moturoa Island, Kerikeri Inlet, Kerikeri, New
Zealand

Section A

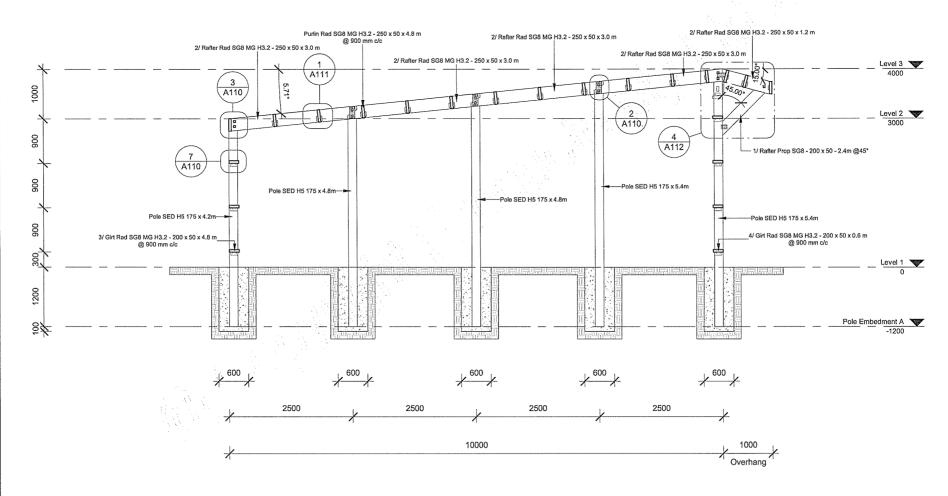
All dimensions are in millimetres.
 All dimensions are to be checked on site.
 Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

Notes

Project Status

A107

Dwg. No.



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PROJECT 586133

Zealand

Moturoa Island, Kerikeri Inlet, Kerikeri, New

Section B

Drawing Title

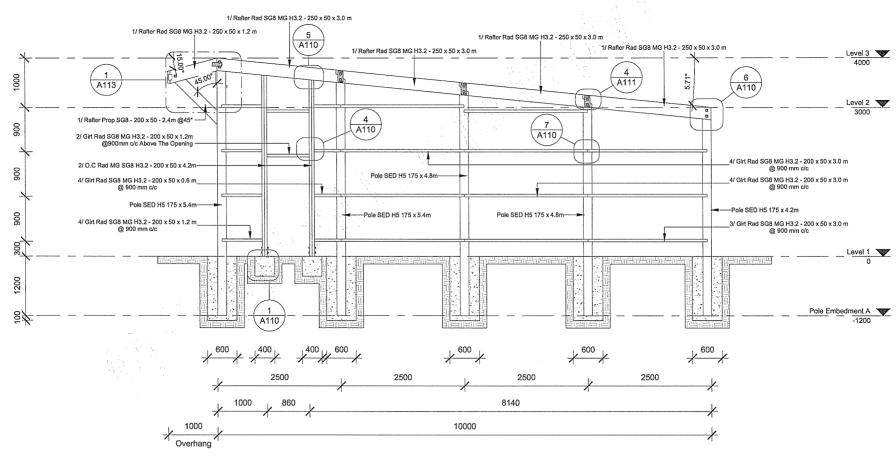
Drawn Tamoor Concept Drawings 1. All dimensions are in millimetres. Description Date 1 Working Drawing 12-07-23 Checked 2. All dimensions are to be checked on site. Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement. Scale 1:50 on A3

Project Status

Notes

A108

Dwg. No.



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Designed by



586133

Site

Moturoa Island, Kerikeri Inlet, Kerikeri, New
Zealand

Section C

TAULES

Concept Drawings

1. All dimensions are in millimetes,
2. All dimensions are to be checked on site.
3. Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

Concept Drawings

Rev Description

1. Working Drawing

1. Vorking Drawing

1. V

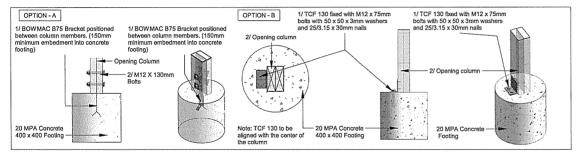
Notes

A109

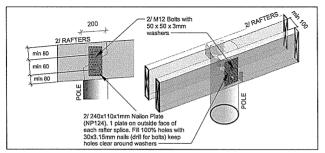
Dwg. No.

Tamoor

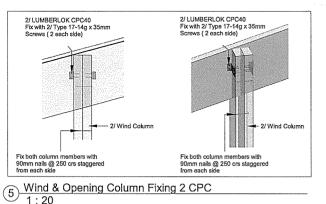
1:50 on A3



Door Collumns - Piers Detail

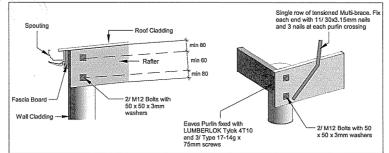


2 Rafter Splice (2 Bolts) - Center

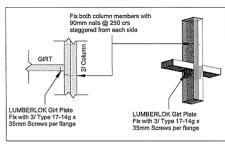


LUMBEDION CDC 80 Fixed to each end of Purlin on the inside with 4/ Type 17-14g x 35mm scrows each flance min 60 2/ BAFTERS 2/ M12 Bolts with 50 x 50 x 3mm washers 2/ M12 Bolts with Faccia Board 50 x 50 x 3mm Wall Cladding LUMBERLOK Tylok 4T10

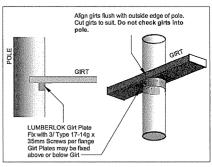
Rafter and Purlin Fixing - Center



Rafter and Purlin Fixing -End



Girt & Column Fixing



Girt & Pole Fixing

1:20

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Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

586133

Drawing Title Callout - Details

Notes 1 All dimensions are in millimetres.

be notified before commencement.

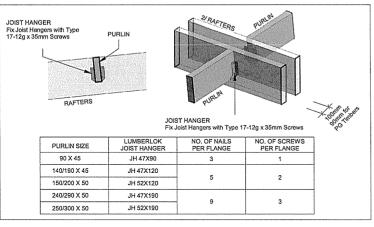
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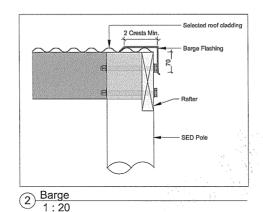
roject Status Concept Drawings Drawn Tamoor Description Date 1 Working Drawing 12-07-23 Checked Sameer Scale As indicated on A3

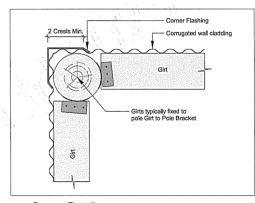
A110

Dwg. No.

Ltd 2023

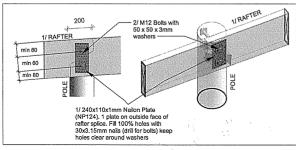




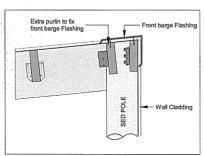


3 Corner Detail 1: 20

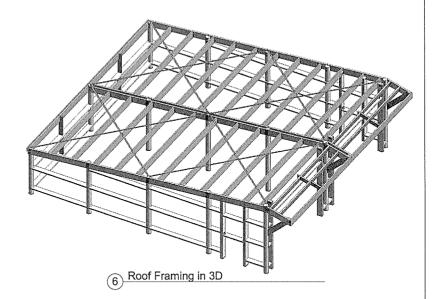
Purlin to Rafter Detail



A Rafter Splice (2 Bolts) - End 1: 20



5 Front barge Flashing Detail 1:20



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PROJECT

586133

Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

Drawing Title Callout - Details

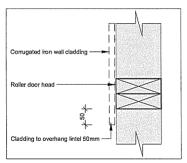
1. All dimensions are in millimetres. 2. All dimensions are to be checked on site. Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

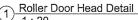
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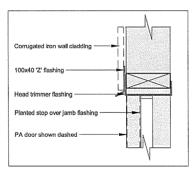
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Project Status

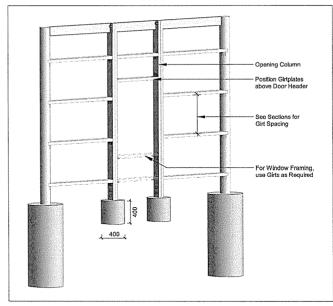
**A111** 



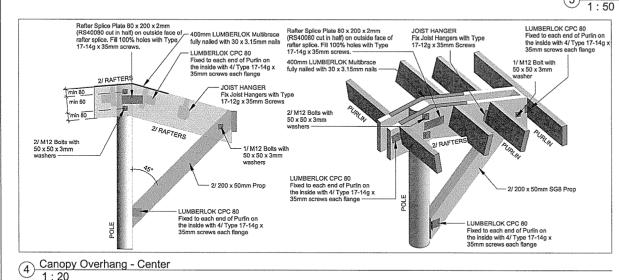




PA Door Head Detail



Opening Framing



Girt connected to pole or column with LUMBERLOK Girt Plates (x1 each end) Fix with 3/Type 17-14g x 35mm screws per flange.
Girt plates may be fixed above or below girt. Girts spanning less than 1200mm may be skew-nailed to pole/column using 4/90mm nails each end. This is at the

5 Opening Framing Fixing

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1:20

PROJECT 586133 Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

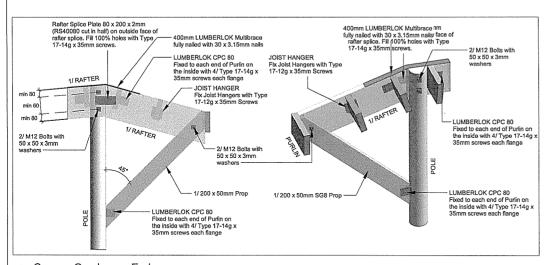
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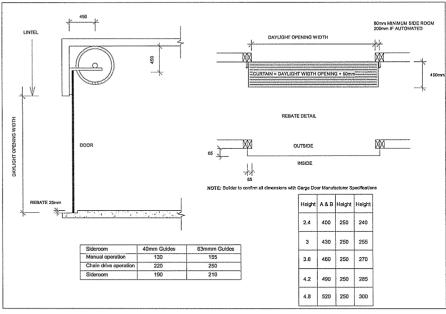
1. All dimensions are in millimetres. 2. All dimensions are to be checked on site. 3. Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

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A112

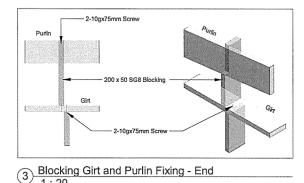




Canopy Overhang - End 1:20

2 Roller Door Framing Instructions 1:20

Notes



90 x 45 SG8 200 x 50 SG8 Girt 200 x 50 SG8 Build up member - LUMBERLOK Girt Plate, Fix with 3/ Type 17-14g x 35mm screws per 2/ Opening column SG8 200 x 50 2/ Opening column SG8 200 x 50 2/ Opening column SG8 200 x 50

Build-up member to columns connection

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PROJECT 586133

Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

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Rev. **Concept Drawings** 1. All dimensions are in millimetres. Description Working Drawing 2. All dimensions are to be checked on site. 3. Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

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PROJECT

Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

Simple 100mm Concrete Floor (Non-habitable building)

Foundations and Slabs

Remove any topsoil and organic material from the foundation excavation.

75-100mm min compacted hardfill.
5-25mm fine metal/sand blinding.
Damp Proof Membrane – Black polythene (minimum 0.25mm thickness). Lapped 150mm and sealed with polythene tape.

Concrete:

Design certification, construction and performance of the formwork is the responsibility of the contractor

All concrete work described on the structural drawings shall be constructed in accordance with the requirements of 'NZS 3101' and 'NZS 3109'.

Concrete shall be as per NZS 3104:2003; 77.5MPa concrete for corrosion zone B. 20MPa concrete for corrosion zone C. 25MPa concrete for corrosion zone D (Coastal).

Minimum Strength specified as '28 day specified compressive strengths' as defined in 'NZS 3109'.

Slab thickness: 100mm slump (according to NZS3109)

Concrete thickening 200mm x 200mm recommended to vehicle door openings.

Control Joints: Max. shrinkage-control joints for steel mesh reinforced slabs is 6m, with length and width ratio between 1:1 and 2:1. Cutting depth is to be '4 of the slab thickness.

Reinforcing:

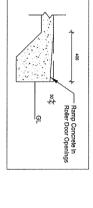
All reinforcement bars shall be in accordance with 'AS/NZS 4671'

50/65 bar chairs D12 bars across vehicle openings. Tied to mesh.

Reinforcing mesh 665/668 or equivalent. Lapped one mesh square plus min 50mm.

Concrete cover: Reinforcement shall be clean and free from mud, loose rust / mill scale etc at the time of placement. All reinforcement shall be adequately secured by approved clips or wire ties.

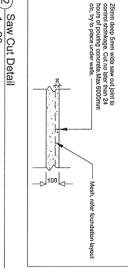
30mm minimum top cover (50mm minimum top cover if exposed to weather). 75 mm to the outside edge of the slab.





Roller Door Rebate

1:20



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ezequ <b>s</b> te	Designed by		Bay B-C	Bay A-B	Bay A-B	Purlin Rad SG8 H3.2 MG 250 x 50 x 4.8m		Wall C	Wall A	Rafter Prop Rad SG8		Bay B-C Front	Bay A-B Front	Bay B-C Front	Bay A-B Front	Wall A	Bay B-C Front	Bay A-B Front	Girt Rad SG8 MG H3.2 - 200 x 50 x 3.6m		Wall C	Wall A	Wall C	Bay B-C Rear	Bay A-B Rear	Girt Rad SG8 MG H3.2 - 200 x 50 x 4.8m	Wall C	Wall A	Wall C	Girt Rad SG8 MG H3.2 - 200 x 50 x 6.0m	Location	and the second second second
Site Moturoa Island,	PROJECT 586133		250 x 50 - Radiata SG8 MG H3.2 - 4.8m	250 x 50 - Radiata SG8 MG H3.2 - 4.8m	250 x 50 - Radiata SG8 MG H3.2 - 4.8m	MG 250 x 50 x 4.8m	FOO Y GO - I MONTH GOOD INC. F. C.O.III	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	Rafter Prop Rad SG8 H3.2 - 200 x 50 x 3.6m		200 x 50 - Radiata SG8 MG H3.2 - 3.6m	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	200 x 50 - Radiata SG8 MG H3.2 - 3.5m	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	200 x 50 - Radiata SG8 MG H3.2 - 3.6m	.2 - 200 x 50 x 3.6m		200 x 50 - Radiata SG8 MG H3.2 - 4.8m	200 x 50 - Radiata SG8 MG H3.2 - 4.8m	200 x 50 - Radiata SG8 MG H3 2 - 4.8m	200 x 50 - Radiata SG8 MG H3.2 - 4.8m	200 x 50 - Radiata SG8 MG H3.2 - 4.8m	.2 - 200 x 50 x 4.8m	200 x 50 - Radiata SG8 MG H3.2 - 6.0m	200 x 50 - Radiata SG8 MG H3.2 - 6.0m	200 x 50 - Radiata SG8 MG H3.2 - 6.0m	2 - 200 x 50 x 6.0m	Description	Framing Schedule
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Framing Schedule	) Title					J	Grand total: 133	Wall C	Wall B	Wall A	Rafter Rad SG		Wall C	Wall B	Wall C	Wall B	Wall A	Rafter Rad SG8 H3.2		Bay B-C Rear	Bay A-B Rear	Blocking Rad SG8 H		Bay A-B	Bay B-C	Bay A-B Bay B-C	Blocking Rad SG8 H		Bay B-C	Built-up Member Rad	Location	
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Rev Description 1 Working Drawing	Project Status Concept Drawings							G H3.2- 4.8m	G H3.2- 4.8m	G H3.2- 4.8m			G H3.2 - 6.0m			3 H3.2 - 4.2m	3 H3.2 - 4.2m	***		G H3.2 - 3.6m	G H3.2 - 3.6m	GH3.2 - 3.6m GH3.2 - 3.6m		A	H3.2 - 4.8m	.8m H3 2 - 4 8m	ption	Framing Schedule				
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PROJECT

586133

Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

 
 Wall A
 Pole 3

 Wall B
 Pole 3

 Wall D
 Pole 3

 Pole SED H5 175 x 4.8m

 Wall A
 Pole 1

 Wall B
 Pole 1

 Wall A
 Pole 1

 Wall B
 Pole 1

 Wall B
 Pole 1

 Wall D
 Pole 1

 Wall A
 Pole 1

 Wall B
 Pole 1

 Wall D
 Pole 1

 Wall B
 Pole 1

 Wall B
 Pole 1

 Wall B
 Pole 1

 Wall B
 Pole 1

 Wall D
 Pole 1

 Wall A Wall C Wall C O.C Rad MG SG8 H3.2 - 200 x 50 x 4.2m

Bay A-B Front 200 x 50 - Radiata SG

Bay B-C Front 200 x 50 - Radiata SG Location Pole 175 x 4.8m H5 Plain End Pole 175 x 5.4m H5 Plain End
Pole 175 x 5.4m H5 Plain End
Pole 175 x 5.4m H5 Plain End
Pole 175 x 5.4m H5 Plain End
Pole 175 x 5.4m H5 Plain End
Pole 175 x 5.4m H5 Plain End
Pole 175 x 5.4m H5 Plain End 200 x 50 - Radiata SG8 MG H3.2 - 4.2m 200 x 50 - Radiata SG8 MG H3.2 - 4.2m 200 x 50 - Radiata SG8 MG H3.2 - 4.2m 200 x 50 - Radiata SG8 MG H3.2 - 4.2m Pole 175 x 4.2m H5 Plain End Pole 175 x 4.2m H5 Plain End Pole 175 x 4.2m H5 Plain End 200 x 50 - Radiata SG8 MG H3.2 - 4.2m 200 x 50 - Radiata SG8 MG H3.2 - 4.2m Description 4000 4000 3785 3785 3689 3689 Normal Density
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Description

Pole Schedule

Normal Density

Cut Length | Count | Supply Length | Supply Quantity

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Note:  - Roof and wall cladding to be supplied by roofing supplier to suit roofing profile.  - All notes and measurements are intended as a guide only Please refer to your builder, roofer, supplier product literature and/or local territorial authority - for further information and advice All cladding is for reference only and supplied following a site measure by the builder or roofer	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	Cladding Wall - Maxx Coastal	Elevation 3	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	Cladding Wall - Maxx Coastal	Elevation 2	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	Cladding Wall - Maxx Coastal	Elevation 1	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	SHED Clad Maxx Coastal .40 Colour Endura G550 760 cover	Cladding Roof - Maxx Coastal
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Description

Cladding Schedule

Sheet Length Sheet Width

Count

Type	Description	Sheet Width   Cut Length   Count   No. of Roll	Cut Length	Count	No. of Rol
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Roofing Underlay [	Roofing Underlay DriStud RU24 1250mm x 40m White/Black-faced SS Roof Underlay 1250		10050	9	2
Safety Netting 1	Netting Kiwimesh Roof 1800x300x150x2.0mm @ 50m (90m2)	1800	1005	ĊΊ	>
Safety Netting		1800	10050	Οī	_

Roofing Extras Schedule

Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand		Site		200122	E86433	PROJECT
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Moturoa Island, Kerikeri Inlet, Keriker Zealand

Designed by

PROJECT

Roller Door PA Door

Roller Door 3400H x 3600W Hinged Door; 860w x 2000h

3600

3400

NN

Door Width

Door Height

Count

Туре

Description

Screw Multi-brace Screw Nailon Plate M12 x 240mm - Double Rafter Multi-brace Screw Type 2-14g x 75mm Screw Girt Plate Screw CPC Screws Rafter Splice Plate Screw Joist Hanger M12 x 220mm - Double Rafter Tensioner Washer 50x50x3mm Screw Cladding Wall Screw Cladding Roof Screw Type 2-10g x 75mm Screw Type 17-14g x 75mm Rafter Splice Plate 200x80x2mm Nailon Plate Column Nails Strap Brace Galv Tensioner Multi Brace Galv Punched 15m Coil 1mm x 53mm wide Product Naits S/S 30x3.15mm 500gm (220 naits approx)
Product Naits S/S 30x3.15mm 500gm (220 naits approx)
Raffer Splice S/S 2x80x400mm RS40080
Screw Fixin S/S Electro 14x 75 T17 (100)
Screw Fixing S/S 12x 35 T17 [100] Joist
Screw Fixing S/S 12x 35 T17 [100] Joist Screw Fixing S/S Electro 14x 35 T17 (100)
Screw Fixing S/S Electro 14x 35 T17 (100)
Screw Fixing S/S Electro 14x 75 T17 (100)
Imperite C5 12x65mm Colour (each) Joist Hanger S/S 52 x 190 3 screws per flange, 12 per hanger M12 x 75 S/S Eng. Bolt & Nut Bolt & Nut M12 x 140 S/S Eng. Bolt & Nut - Single Rafters to Corner Poles M12 x 220 S/S Coach Bolt & Nut - Single Rafters to Corner Poles M12 x 220 S/S Coach Bolt & Nut - Double Rafters and Mid Section M12 x 240 S/S Coach Bolt & Nut - Double Rafters and Mid Section Washer S/S 3x50x50mm Screw Fixing S/S Electro 10x 75 T17 (100) Nails 90x3.55 Flat S/S 5kg Nailon Plate S/S 1mm x 110mmW x 240mmL NP124 Timbertite C5 12x65mm Colour (each) Description Multibrace Schedule Door Schedule 7320 Length Count φ Supply Quantity 12 930 98 6

M12 x 140mm - Single Rafter

M12 x 220mm - Single Rafter

M12 x 130mm

Joist Hanger 52 x 190

LUMBERLOK Girt Plate

Lumberlok CPC 80 Lumberlok CPC 40

3owmac B75 - Opening Column umberiok Tylok 4T10

4T10 Tylok Plate S/S 120mm x 68mm B75G Rag Strap S/S

Туре

Ancillaries Schedule

Description

Count

Supply Quantity

LUMBERLOK Girt Plate - Pole

Girtplate S/S (16 Nails per bracket) Girtplate S/S (16 Nails per bracket)

20 2 16 44

20

16 16 88

88 4 16 6

44

16

Concealed Purlin Cleat S/S CPC80 2mm x 80mm Concealed Purlin Cleat S/S CPC40 2mm x 40mm

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Schedule	- ::	Cbening		Vircellalies &	Ancellaries &		2 4 5 1 5 6	Drawing Title
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	Scale			12-07-23 Checked		_	Drawn	
	1 - 50 on A3			Sameer			Tamoor	

Copyright Ez		Pty Ltd 2023	1											
ezequ te	Designed by	Note:  -Roof and wall flashing to be supplied by roofing supplier to suit roofing profileAll notes and measurements are intended as a guide only Please refer to your builder, roofer, supplier product literature and/or local territorial authority - for further information and advice All flashing is for reference only and supplied following a site measure by the builder or roofer.	Formous and a probability of the second seco	Shed Hashing PA Head	Flashing Door Head	á	Flashing Door Column	Flashing Colour 3 Fold ENDURA - Comers		Flashing Comer Flashing Colour 3 Fold ENDURA - Comers	Flashing Colour 3 Fold ENDURA - Side barges	Flashing Barge Flashing Colour 3 Fold ENDURA - Side barges	ם	
Site Moturoa Island, Kerikeri Inlet, Kerikeri, New	PROJECT 58	supplied by roofing sup ts are intended as a guic r, roofer, supplier produc advice, only and supplied follow		Shed Hashing PA Head & Irim Colorsteel per metre			NDURA - door colum	NDURA - Comers		NDURA - Comers	VDURA - Side barges	IDURA - Side barges	Description	-
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ē u	Drawing Title			Flashing Colou		Flashing Vermin			Flashing Roller Door Head Shed Flashing RD Head Co		Flashing Roller Door Column Shed Flashing RD Trim Color	Flashing Ridge Roof Ridging R T Edge per metre		
All dimensions are in millimetres.      All dimensions are to be checked on sile.      Any discrepancy between the architectural drawing.				Flashing Colour 2 Fold ENDURA - vermin		Flashing Vermin Flashing Colour 2 Fold ENDURA - vermin			Flashing Roller Door Head Shed Flashing RD Head Colorsteel per metre		Flashing Roller Door Column Shed Flashing RD Trim Colorsteel per metre	Top Colour ENDURA 200Leaf inc.Soft	Description	-
Rev Description  1 Working Drawing	Con			4.50		5.00			3.90		3.50	4.50	Length	lasiling ochoodic
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uote Pty Ltd 202				
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The materials and quantities listed have been estimated based on standard industry practice and are provided as a reference only for the customer.

Fascia Board 150 x 25

150 x 25 Radiata Dress/Grade H3.2 KD D4S fs135x19

Fascia Schedule

Cut Length

Supply Length

Supply Quantity

Concrete Readymix 20 MPa
Concrete Readymix 20 MPa
Concrete Readymix 20 MPa

Description

Structural Foundation Schedule

0.04 m³ 0.37 m<sup>3</sup>

0.08 m<sup>3</sup> 5.51 m<sup>3</sup>

0.06 m<sup>3</sup>

Total Volume

7

0.03 m<sup>3</sup>

Volume

Count

Grand total

Concrete Readymix 20 MPa

Spouting Joiner RH Stopend

MC5 Marley Classic Spouting Joiner White MC4 Marley Classic RH Stopend White

MC1180 Marley Classic Dropper Outlet 80mm White

\_H Stopend Spouting Bracket Socket Bend 95 deg.

95deg.Socket Bend
MC2 Marley Classic Bracket White
MC3 Marley Classic LH Stopend White

36

89mm

70mm

88mm

Dropper Outlet

Marley Solvent Marley Nails

MCN Marley Nails 150 bag
MCS Marley Welding Solvent 180g tube White
RC80 Marley Pipe Clip White

N 10 4

RP80 Marley 80mm Downpipe 3.0m White

Pipe Clip

Marley Classic 3m

MC1.5 Marley Classic Spouting 3.0m White

Plumbing Fixture Schedule

Count

image

126mm

Type

client's project estimate and current material availability but in all cases materials supplied will be compliant with the engineered drawings and Building Code. It is the customers responsibility to check all items and quantities are correct and to advise any discrepancies or variations as soon as possible. Actual products or quantities supplied may vary based on the inclusions within the

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Moturoa Island, Kerikeri Inlet, Kerikeri, New Zealand

& Concrete Schedule Plumbing Fixture

Drawing Title

Notes

roject Status

Concept Drawings Description

Date

Drawn

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Dwg. No.

1. All dimensions are in millimetres.

All dimensions are to be checked on site.

Any discrepancy between the architectural drawing and other drawings relevant for construction should be notified before commencement.

Working Drawing

12-07-23 Scale Checked Sameer 1:50 on A3





Shed Moturoa Island

DRAWN:	НМ
CHECKED:	НМ
DATE:	9/08/2023
PROJECT:	J15478
SHEET:	1 of 1
SCALE A3:	1:200

### Appendix 4 - Rules Assessment



Proposal: The construction of Shed

Address: Moturoa Island

District Plan: Operative Far North District Plan - ODP

Site Zoning			
Zone	Moturoa Island Zone		
Overlays/Controls	None		
Designations	None		

Rule	Compliance	Non-Compliance
18.1.6 – Moturoa Island Zone		
18.1.6.1.1 LOCATION OF RESIDENTIAL ACTIVITIES  No residential activities may be located outside the building sites defined on the Moturoa Island Development Plan (Appendix 6A).	N/A — No residential activity is proposed.	
18.1.6.1.2 RESIDENTIAL INTENSITY	N/A — No residential unit is proposed.	
18.1.6.1.3 VISUAL AMENITY  The following are permitted activities in the Moturoa Island Zone:  (a) any new building with a gross floor area of less than 25m²; or  (b) any alteration/addition to an existing building which does not exceed 20% of the gross floor area of the building which is being altered or added to, 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. Note: New buildings with a gross floor area of more than 25m2 are not a permitted activity.	(b) N/A — new building is proposed.	Does Not Comply  (a) the shed will have a GFA of 90m².  Controlled Activity
<b>18.1.6.1.4 BUILDING HEIGHT</b> The maximum building height of any building shall be 5m	Complies As shown on the building plans, states a maximum height of 4m.  Permitted Activity.	
<b>18.1.6.1.5 WATER SETBACK</b> No new buildings shall be erected within 30m of the line of MHWS.	Complies The proposed shed will be setback approximately 100m from the coastline.	



Rule	Compliance	Non-Compliance
	Permitted Activity.	
<b>18.1.6.1.6 SCALE OF FARM BUILDINGS</b> The maximum site coverage of buildings associated with the farming use of Moturoa Island shall not exceed 400m <sup>2</sup> .	N/A — The shed is not for farming activities — it is for storing boats.	
All activities shall be so conducted as to ensure that noise from the site shall not exceed the following noise limits at or within the notional boundary of any dwelling not on the same site within the Moturoa Island Zone, or at or within the notional boundary of any dwelling in the General Coastal Zone:  0700 to 2200 hrs 55 dBA L10 2200 to 0700 hrs  45 dBA L10 and 70 dBA Lmax	Will comply as the only noise that will occur is from construction noise.  Permitted Activity.	
18.1.6.1.8 HELICOPTER LANDING AREA	N/A — no helicopter landing area is proposed.	

## Appendix 5 - Rules Assessment



District Plan: Proposed Far North District Plan 'PDP'

Site Zoning				
Zone	Moturoa Island			
Overlays/Controls	Coastal Environment, Outstanding Natural Landscape '36' and High Natural Character '307', '309', '312', '313' and '318'.			
Designations	None			

Rule	Compliance	Non-Compliance			
Rules and Standards That Have Immediate Legal Effect under the PDP					
Part 2 – District Wide Matters /Hazards and Risks / Hazardous Substances					
<b>HS-R2</b> Establishment of a New Significant Hazardous Facility	N/A				
<b>HS-R5</b> Significant Hazardous facility Within a Scheduled Site and Area of Significance to Māori	N/A				
<b>HS-R6</b> Significant Hazardous facility Within a Significant Natural Area	N/A				
<b>HS-R9</b> Significant Hazardous facility Within a Scheduled Heritage Resource	N/A				
Part 2 – District Wide Matters / Historical a	and Cultural Values / Heritage Are	a Overlays			
HA-R1 Maintenance and Repair of Buildings or Structures	N/A				
<b>HA-R2</b> Additions or Alterations to Existing Buildings or Structures	N/A				
<b>HA-R3</b> Strengthening or Fire Protection of Scheduled Heritage Resource	N/A				
HA-R4 New buildings or Structures	N/A				
HA-R5 Earthworks	N/A				
<b>HA-R6</b> Infrastructure and Renewable Electricity Generation Infrastructure	N/A				
<b>HA-R7</b> Buildings or Structures (including additions and alterations) Located within the Alderton Park Development	N/A				
HA-R8 New Buildings or Structures	N/A				
HA-R9 New Buildings or Structures	N/A				
<b>HA-R10</b> Infrastructure and Renewable Electricity Generation Infrastructure	N/A				
<b>HA-R11</b> Activities Not Otherwise Listed in this chapter	N/A				
HA-R12 Relocation of a Scheduled Heritage Resource	N/A				



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Rule	Compliance	Non-Compliance
HA-R13 Demolition of a scheduled Heritage resource not otherwise listed in Rule HA-R13	N/A	
<b>HA-R14</b> Demolition or relocation of a scheduled Heritage Resource	N/A	
<b>HA-S1</b> Setback From a scheduled heritage resource	N/A	
HA-S2 Heritage Colours	N/A	
HA-S3 Accidental Discovery Protocol	N/A	
Part 2 – District Wide Matters / Historical	and Cultural Values / Historic Heri	tage
HH-R1 Maintenance and Repair of Scheduled Heritage Resources Buildings or Structures	N/A	
HH-R2 Additions or Alterations of Scheduled Heritage Resources Buildings or Structures	N/A	
<b>HH-R3</b> Strengthening or Fire Protection of Scheduled Heritage Resource Buildings or Structures	N/A	
HH-R4 New Buildings or Structures, Extensions or Alterations to Existing Buildings or Structures	N/A	
HH-R5 Earthworks	N/A	
HH-R6 Infrastructure and Renewable Electricity Generation Infrastructure Within a Site Containing a Scheduled Heritage Resource	N/A	
HH-R7 Relocation of a Scheduled Heritage Resource	N/A	
HH-R8 Activities Not Otherwise Listed in this Chapter	N/A	
HH-R9 Demolition of a scheduled Heritage resource not otherwise listed in Rule HH-R10	N/A	
<b>HH-R10</b> Demolition or relocation of a scheduled Heritage Resource	N/A	
Part 2 – District Wide Matters / Historical	and Cultural Values / Notable Tree	es
NT-R1 Gardening, Mowing and Cultivation Within the Rootzone Area of a Notable Tree	N/A	
NT-R2 Maintenance, Pruning and Trimming of Branches of a Notable Tree	N/A	
NT-R3 Removal or Pruning of an Unsafe or Dead Notable Tree	N/A	

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Rule	Compliance	Non-Compliance
NT-R4 Pruning of a Notable Tree Close to Existing Electricity Lines	N/A	
NT-R5 New Underground Infrastructure (including customer connections) and Upgrading of Existing Underground Infrastructure in the Rootzone Area of a Notable Tree	N/A	
NT-R6 Alterations to the Rootzone Area of a Notable Tree or Trees	N/A	
NT-R7 Earthworks, Impermeable Surfaces, Buildings or Structures within a Rootzone Area of a Notable Tree or Trees	N/A	
NT-R8 Removal or Relocation of a Notable Tree	N/A	
NT-R9 Activities Not Otherwise Listed in This Chapter	N/A	
NT-S1 Qualified Arborist – Level 4	N/A	
NT-S1 Qualified Arborist – Level 6	N/A	
Part 2 – District Wide Matters / Historical	and Cultural Values / Sites and Are	eas of Significance to Māori
SASM-R1 New Buildings or Structures, Extensions or Alterations to Existing Buildings or Structures, Earthworks or Indigenous Vegetation Clearance	N/A	
SASM-R2 New Buildings or Structures, Extensions or Alterations to Existing Buildings or Structures, Earthworks or Indigenous Vegetation Clearance	N/A	
SASM-R3 Activities Not Otherwise Listed in this Chapter	N/A	
SASM-R4 Commercial Activity	N/A	
SASM-R5 Plantation Forestry and Plantation Forestry Activity	N/A	
SASM-R6 Mineral Extraction Activity	N/A	
SASM-R7 Destruction or Demolition of a Scheduled Site and Area of Significance to Māori	N/A	
Part 2 – District Wide Matters / National E	nvironment Values / Ecosystems a	and Indigenous Biodiversity
IB-R1 Indigenous Vegetation Pruning, Trimming and Clearance and Any Associated Land Disturbance for Specified Activities Within and Outside a Significant Natural Area	N/A	
IB-R2 Indigenous Vegetation Clearance and Any Associated Land Disturbance	N/A	

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Rule	Compliance	Non-Compliance
within a Significant Natural Area for Papakāinga		
IB-R3 Indigenous Vegetation Clearance and Any Associated Land Disturbance Within a Significant Natural Area	N/A	
<b>IB-R4</b> Indigenous Vegetation Clearance and Any Associated Land Disturbance Outside a Significant Natural Area	N/A	
<b>IB-R5</b> Plantation Forestry and Plantation Forestry Activities Within a Significant Natural Area	N/A	
Part 2 – District Wide Matters / Subdivision	n	
SUB-R6 Environmental Benefit Subdivision	N/A	
<b>SUB-R13</b> Subdivision of a Site Within a Heritage Area Overlay	N/A	
<b>SUB-R14</b> Subdivision of a Site That Contains a Scheduled Heritage Resource	N/A	
<b>SUB-R15</b> Subdivision of a Site Containing a Scheduled Site and Area of Significance to Māori	N/A	
<b>SUB-R17</b> Subdivision of a Site Containing a Scheduled SNA	N/A	
Part 2 – District Wide Matters / General Di	strict Wide Matters / Activities on	the Surface of Water
ASW-R1 The Use of Non-Motorised Craft	N/A	
ASW-R2 The Use of Motorised Craft	N/A	
ASW-R3 Structures	N/A	
<b>ASW-R4</b> Any Activity Not Provided for as a Permitted or Discretionary in This Chapter	N/A	
Part 2 – District Wide Matters / General Di	strict Wide Matters / Earthworks	
<b>EW-R12</b> Earthworks and the Discovery of Suspected Sensitive Material	Complies	
<b>EW-R13</b> Earthworks and Erosion and Sediment Control	Complies	
EW-S3 Accidental Discovery Protocol	Complies — it is standard practice that an ADP condition or advice note will be within the decision.	
EW-S5 Erosion and Sediment Control	Complies – as above.	
Part 2 – District Wide Matters / General Di	strict Wide Matters / Signs	
SIGN-R9 Signs on or Attached to a Scheduled Heritage Resource	N/A	

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Rule	Compliance	Non-Compliance
<b>SIGN-R10</b> Signs in the Kororāreka Russell and Kerikeri Heritage Areas	N/A	
SIGN-S1 Maximum Sign Area Per Site	N/A	
SIGN-S2 Maximum Height of Signage	N/A	
SIGN-S3 Maximum Number of Signs	N/A	
SIGN-S4 Traffic Safety	N/A	
SIGN-S5 Sign Design and Content	N/A	
SIGN-R6 Sign Setback and Design	N/A	
Part 3 – Area Specific Matters / Special Pu	rpose Zones / Orongo Bay	
<b>OBZ-R14</b> Comprehensive Development Plan	N/A	



Far North District Council

Private Bag 752

Kaikohe, 0440

Dear Sir/Madam,

#### Re: Lodgment of Consent for Construction of a Boat Shed - Moturoa Island

Geoff Harnett (shareholder) has advised us he wishes to lodge a Resource Consent and possibly Building Consent, if required, for a new boat shed in the paddock behind the woolshed. We write to confirm on behalf of Motu Roa Island Limited (the registered landowner on the Title) that we approve of the lodgment for necessary Consent(s).

Yours Sincerely



James Bundy BSc (Hons) FRICS MNZIBS MInstD BOHS IP405

t +64 21 343 034

Company Director / Chairman

For and on behalf of Motu Roa Island Limited

ails of Property Owner/s and Occupier/s: whe and Ado application relates (where there are multiple owners or occupi

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