

Application for resource consent or fast-track resource consent

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

1. Pre-Lodgement Meeting

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

☐ Yes ☐ No

2. Type of consent being applied for

(more than one circle can be ticked):

- | | |
|---|---|
| ☐ Land Use | ☐ Discharge |
| ☐ Fast Track Land Use* | ☐ Change of Consent Notice (s.221(3)) |
| ☐ Subdivision | ☐ Extension of time (s.125) |
| ☐ Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil) | |
| ☐ Other (please specify) _____ | |

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

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

☐ Yes ☐ No

4. Consultation

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

If yes, which groups have
you consulted with?

Who else have you
consulted with?

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

5. Applicant details

Name/s:

JBT Projects Ltd

Email:

Phone number:

Postal address:

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

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

If yes, please provide details.

6. Address for correspondence

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

Name/s:

Reyburn and Bryant

Email:

Phone number:

Postal address:

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

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

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

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

Name/s:

Jacob Bradley Thomas

**Property address/
location:**

116 Kerikeri Road

Kerikeri

0230

Postcode 230

8. Application site details

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

Name/s:

Site address/
location:

 Postcode

Legal description:

Val Number:

Certificate of title:

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

Site visit requirements:

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

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

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

9. Description of the proposal

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

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

10. Would you like to request public notification?

☐ Yes ☐ No

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

(more than one circle can be ticked):

☐ Building Consent

☐ Regional Council Consent (ref # if known)

☐ National Environmental Standard Consent

☐ Other (please specify)

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

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

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

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

☒ Subdividing land

☐ Disturbing, removing or sampling soil

☐ Changing the use of a piece of land

☐ Removing or replacing a fuel storage system

13. Assessment of environmental effects:

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

Your AEE is attached to this application ☒ Yes

14. Draft conditions:

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

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

15. Billing Details:

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

Name/s: (please write in full)

JBT Projects Ltd

Email:

Phone number:

Postal address:

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

Fees Information

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

15. Billing details continued...

Declaration concerning Payment of Fees

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

Name: (please write in full)

Signature:

(signature of bill payer)

Joseph Bradley Thomas
[Redacted Signature]
MANDATORY
Date 29-Oct-2025

16. Important Information:

Note to applicant

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

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

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

Fast-track application

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

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

Privacy Information:

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

17. Declaration

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

Name (please write in full)

Signature

Joseph Henehan
[Redacted Signature]
ans

Date 29-Oct-2025

See overleaf for a checklist of your information...

Checklist

Please tick if information is provided

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

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

Subdivision and land use consent
application

JBT PROJECTS LTD

116 Kerikeri Road, Kerikeri

**reyburn
& bryant**

PLANNERS • SURVEYORS

Subdivision and land use consent application

JBT PROJECTS LTD

116 Kerikeri Road, Kerikeri

Report prepared for:	JBT Projects
Author	Joseph Henehan, <i>Associate</i>
Reviewed by:	Brett Hood, <i>Director</i>
Consent authority:	Far North District Council
Report reference:	18624
Report status:	Final
Date:	November 2025

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FORM 9

APPLICATION FOR RESOURCE CONSENT UNDER SECTION 88 OF THE RESOURCE MANAGEMENT ACT 1991

To: Whangarei District Council
Private Bag 9023
Whangarei 0148

1. **JBT Projects Ltd** apply for consent to undertake a two lot subdivision of two existing cross lease titles.
2. The applicant owns both titles.
3. The location of the proposed activity is 116 Kerikeri Road, Kerikeri. The legal descriptions and title references are provided in Section 1 of this report, while the sites are identified in Figure 1.
4. There are no other activities to which this application relates.
5. No additional resource consents or statutory approvals are needed for the activity to which this application relates that have not yet been applied for.
6. We attach an assessment of effects on the environment that:
 - (a) includes the information required by clause 6 of Schedule 4 of the Resource Management Act 1991; and
 - (b) addresses the matters specified in clause 7 of Schedule 4 of the Resource Management Act 1991; and
 - (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.
7. We attach an assessment of the proposed activity against the matters set out in Part 2 of the Resource Management Act 1991.

-
8. We attach an assessment of the proposed activity against any relevant provisions of a document referred to in section 104(1)(b) of the Resource Management Act 1991, including information required by clause 2(2) of Schedule 4 of that Act.
 9. No other information is required to be included in the district or regional plan(s) or regulations.



Joseph Henehan

3 November 2025

Address for service:

Reyburn and Bryant 1999 Ltd
PO Box 191, Whangarei

Telephone:

(09) 438 3563

Email:

joseph@reyburnandbryant.co.nz

Contact person:

Joseph Henehan

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APPENDICES

1. Scheme plan
2. Records of title and associated memorials

ABBREVIATIONS

AEE	Assessment of Environmental Effects
FNDC	Far North District Council
FNDP	Far North District Plan
OFNDP	Operative Far North District Plan
PFNDP	Proposed Far North District Plan
HAIL	Hazardous Activities and Industries List
NES	National Environmental Standard – Soil Contamination
RMA	Resource Management Act, 1991
RPROZ	Rural Production Zone
SUB	Subdivision

1. INTRODUCTION

1.1 Report basis

This report has been prepared for JBT Projects Ltd in support of an application to undertake a two lot subdivision of a fee simple title and cross lease title located at 116 Kerikeri Road, Kerikeri.

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

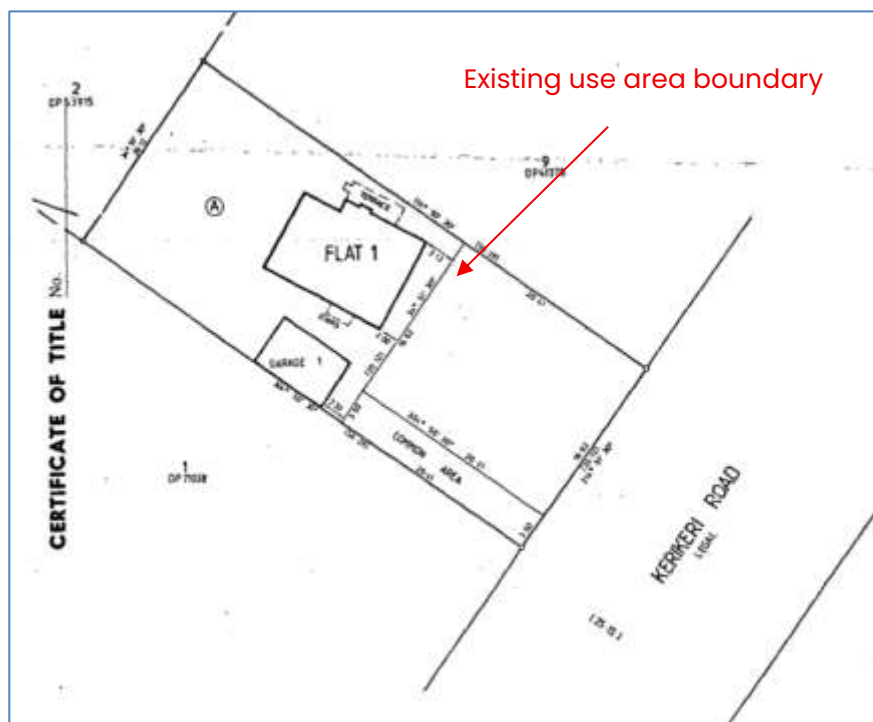
The report also includes an analysis of the relevant provisions of the district, regional and national planning documents that are pertinent to the assessment and decision required under s104 of the RMA.

1.2 Proposal summary

The land being subdivided is contained in two titles, one fee simple (NA1984/61) and one cross lease (NA80A/918). NA1984/61 accommodates an existing commercial (office) activity and NA80A/918 contains an existing residential unit.

In order to simplify and rationalise this existing title arrangement, this application proposes to convert both titles into stand-alone fee simple titles via a two lot subdivision. The proposed layout is shown in the subdivision scheme plan attached in **Appendix 1**.

The lot boundaries have been designed to reflect the existing exclusive use area identified on the NA80A/918 flats plan, which is attached in **Appendix 2** and shown in Figure 1 below:



Under the Operative Far North District Plan (OFNDP), the sites are located in the Residential Zone. Under the Proposed Far North District Plan (PFNDP), the sites are proposed to be rezoned Mixed Use.

1.3 Property details

Applicant	JBT Projects Ltd
Site location	116 Kerikeri Road, Kerikeri
Record of titles and legal descriptions	NA1984/61 (fee simple) – Lot 8 DP 41378 NA80A/918 (cross lease) – Flat 1 DP 136053 and Garage 1 DP 136053
Site area	1,012m ²
Operative District Plan	FNDP
Operative District Plan Zoning	Residential Zone
Operative District Plan Resource Areas	N/A

Table 1: Property details.

1.4 Relevant title memorials

As noted earlier, the land being subdivided is contained in two titles, one fee simple (NA1984/61) and one cross lease (NA80A/918). Both titles are subject to the following memorials:

- C190668.1 – Appurtenant party wall easement. This easement is shown on the scheme plan attached in **Appendix 1** and will remain unaffected by the subdivision.
- C190668.2 – Lease of Flat 1 and Garage 1 on Plan 13605. This will be cancelled during the plan deposit phase of this subdivision.
- C190668.2 – Private Land Covenant relating to the existing cross lease. This will be cancelled during the plan deposit phase of this subdivision.

The titles and associated memorials are attached in **Appendix 2**.

1.5 Resource consents sought

The proposal requires subdivision consent under the following rule of the FNDC.

- Rule 13.7.2.1(v) – **discretionary** – The sites are connected to a public reticulated wastewater system and have areas greater than 300m².

Land use consent is also required under the below rule.

- 7.6.5.4 'Discretionary Activities' – **discretionary** – Land use consent is required under this rule due to the subdivision triggering infringements of the permitted and controlled limits for impervious surface coverage (Rules 7.6.5.1.6 and 7.6.5.2.1)

Overall, the proposal is considered a **discretionary activity**.

1.6 PFNDC rule assessment

The FNDC notified the PFNDC on 27 July 2022. In accordance with s86B(3) of the RMA, the rules that would ordinarily apply to this proposal do not currently have legal effect. Notwithstanding this, for completeness purposes, it is assessed

that the proposed subdivision would have a discretionary activity status under Rule SUB-R3 of the PFNDP if it were to have legal effect.

1.7 Other approvals required

No other approvals are required to give effect to the proposal.

1.8 Processing requests

Prior to the issue of any decision for this consent, please forward the draft conditions for review.

2. THE SITES AND SURROUNDING ENVIRONMENT

2.1 Sites description

Location

The subject sites are located on the north-western side of Kerikeri Road (see Figure 1 below).



Figure 1: Location map (Source: Google Maps).

Built development

NA1984/61 accommodates and existing commercial (office) activity and NA80A/918 contains an existing residential unit and garage. The two titles are divided by a fence line.

The existing built form is identified on the subdivision scheme plan attached in **Appendix 1**.

Access

The sites are accessed by an existing shared vehicle crossing and accessway extending from Kerikeri Road. The existing vehicle crossing is shown in Figure 2 below:



Figure 2: Access arrangements (Source: Google Streetview).

Servicing

The existing buildings on each title have existing connections to the Council water, wastewater and stormwater networks. The locations of existing services are shown on the scheme plan attached in **Appendix 1**. Water supplies are currently metered separately.

The sites also have existing and separate power and telecommunication connections.

2.2 Surrounding environment

The subject sites are situated in central Kerikeri, at the fringe of the main commercial centre. The surrounding pattern of development to the north, east and west of the site is typically residential, with land to the south generally

being commercial. Many of the residential lots in the area are held in cross lease titles or contain multiple residential dwellings per site.

3. THE PROPOSAL

3.1 General

The proposal is to undertake a two lot subdivision of a fee simple title and cross lease title located at 116 Kerikeri Road, Kerikeri.

The proposed lot configuration is depicted on the subdivision scheme plan attached at **Appendix 1**. The proposed lots are:

Proposed Lot	Proposed areas
1	322m ²
2	608m ² nett (690m ² gross)

Table 2. Proposed allotment details.

The areas shown above are approximate and are subject to final survey.

3.2 Design rationale

The land being subdivided is contained in two titles, one fee simple (NA1984/61) and one cross lease (NA80A/918). NA1984/61 accommodates and existing commercial (office) activity and NA80A/918 contains an existing residential unit.

In order to simplify and rationalise this existing title arrangement, this application proposes to convert both titles into stand-alone fee simple titles via a two lot subdivision. The proposed layout is shown in the subdivision scheme plan attached in **Appendix 1**.

The lot boundaries have been designed to reflect the existing exclusive use area identified on the NA80A/918 flats plan, which is attached in **Appendix 2** and shown in Figure 1 of this report.

3.3 Access arrangements

No physical changes are proposed to the existing access arrangements associated with either site. The proposed lots will continue to utilise the existing shared accessway extending from Kerikeri Road.

A right of way easement is proposed to ensure that the shared access arrangement is legalised following completion of the subdivision. This easement is shown as area A on the scheme plan attached in **Appendix 1**.

3.4 Servicing arrangements

The existing buildings have existing connections to the Council water, wastewater and stormwater networks, noting specifically that water supplies to both houses are provided via separately metered systems, as described in section 2 of this report.

No change to the existing servicing arrangements is required to complete the subdivision. Easements will be created over the services as required at the survey stage. Standard conditions of consent are anticipated in this regard.

3.5 Electricity and telecommunications

Both the existing buildings have existing (and separate) electricity and telecommunications connections. No new connections will need to be provided as part of this subdivision. Easements will be created over the services at the survey stage to the satisfaction of the requiring authority.

4. ASSESSMENT OF ENVIRONMENTAL EFFECTS

4.1 Existing environment

Section 104(1)(a) of the RMA requires a consideration of any actual and potential effects on the environment. In considering those effects, it is necessary to establish the correct receiving environment (the "existing environment").

In this case, the existing environment is fundamental to the assessment of effects. This is because both lots contain existing lawfully established residential or commercial activities, that are each contained within their own separate titles. The proposed subdivision boundary follows the existing indicative boundary separating the exclusive use area associated with the cross lease title from the remaining land (i.e. reflects the existing environment).

4.2 Permitted baseline

Section 104(2) of the RMA allows a consent authority to disregard an adverse effect of an activity on the environment if a plan (the FNDP in this instance) permits an activity with that effect. In this case, given that the sites already contain existing lawfully established residential and commercial units, the permitted baseline has little relevance.

4.3 Effects on amenity, landscape and character values

Firstly, of most relevance to this assessment is the fact that the purpose of the subdivision is to convert both existing titles into stand-alone fee simple titles in order to simplify and rationalise this existing title arrangement. As such, there will be no perceivable change in the environment as a result of the subdivision.

The new boundaries will follow the indicative boundary currently separating the exclusive use area of the existing cross lease title from the remaining fee simple title (which both currently contain existing fully serviced residential units). As such, there will be no change to the existing environment.

As noted in Section 1.5 of this report, the subdivision is considered a discretionary activity under Rule 13.7.2.1(v) as the proposal will result in the net site of the Lots being less than 600m² but greater than 300m². In addition to this, consent is also required under 7.6.5.4 due to land use infringements generated with respect to building and impervious surface coverages. Any effects associated with these infringements should be considered pre-existing, as the proposal reflects the current exclusive use areas of the two sites.

Any adverse effects associated with the proposal on amenity and character values will therefore be negligible relative to the existing environment.

4.4 Natural hazards

The subject sites each contain an existing dwelling and/or commercial business, and the proposal follows the existing exclusive use area boundaries. As no new development, earthworks, or changes to the physical environment are proposed, the existing natural hazard risk associated with the sites remains unchanged.

Any adverse natural hazard effects associated with the proposal will therefore be negligible relative to the existing environment.

4.5 Access and servicing arrangements

There will be no change to the existing access arrangements for each site. Existing vehicle crossings will be retained, and no new crossings are proposed. Overall, no effects are anticipated from an access perspective.

Both sites serviced via existing connections to reticulated networks. These existing servicing arrangements will remain unchanged. Standard conditions of consent will ensure that appropriate easements are created over the existing services at the survey stage.

It is noted that both water and power supplies are separate to one another. As such, the separation of metered services is not necessary.

Accordingly, any adverse effects associated with the proposed access and servicing arrangements will be negligible.

4.6 Cultural Effects

There are no archaeological sites mapped on the property, and the sites are not subject to any Sites of Significance to Maori.

The purpose of the subdivision is to convert both existing titles into stand-alone fee simple titles in order to simplify and rationalise this existing title arrangement. As such, there will be no perceivable change in the environment as a result of the subdivision.

Given the nature of the application, no cultural effects are anticipated.

4.7 Adverse effects conclusion

Overall, any adverse effects associated with the proposal will be negligible relative to the existing environment, and there are no adversely affected persons.

5. PLANNING ASSESSMENT

5.1 Relevant planning documents

Section 104(1) of the RMA sets out the matters that a consent authority must, subject to Part 2, have regard to when considering all applications for resource consent.

With respect to this application, the relevant documents that require assessment under s104(1) of the RMA are both the OFNDP and the PFNDP, as well as the National Environmental Standard for Contaminated Soils (NES-CS).

5.2 Objectives and policies assessment – Operative Far North District Plan

The relevant objectives and policies of the OFNDP, specifically those contained in Sections 7 and 13, are assessed as follows:

Residential Zone assessment (Section 7.6)

- **Density and compatibility**

The subdivision maintains existing built form and density, consistent with surrounding residential development. No new dwellings or intensification is proposed – the purpose of the subdivision is to convert both existing titles into stand-alone fee simple titles in order to simplify and rationalise this existing title arrangement. As such, there will be no perceivable change in the environment as a result of the subdivision.

(Objectives 7.6.3.1, 7.6.3.2; Policies 7.6.4.1, 7.6.4.2, 7.6.4.4)

- **Amenity and character**

While the subdivision will result in the net site area of the lots being less than 600m², the density at the site is already lawfully established on the site and forms part of the existing environment. In addition to this, consent is required under 7.6.5.4 due to land use infringements generated with respect to

building and impervious surface coverages. Any effects associated with these infringements should be considered pre-existing, as the proposal reflects the current exclusive use areas of the two sites.

For the reasons stated above, no visual or landscape changes are anticipated.

(Objectives 7.6.3.3; Policies 7.6.4.6, 7.6.4.7, 7.6.4.8, 7.6.4.9, 7.6.4.10, 7.6.4.11)

- **Non-residential use**

The existing commercial activity is lawfully established and does not detract from the residential environment. No change is proposed relative to the existing environment.

(Policy 7.6.4.5)

Subdivision assessment (Section 13)

- **Sustainable management**

The subdivision rationalises existing titles without introducing new development or adverse environmental effects. As stated earlier, no new dwellings or intensification is proposed – the purpose of the subdivision is to convert both existing titles into stand-alone fee simple titles in order to simplify and rationalise the existing title arrangement. As such, there will be no perceivable change in the environment as a result of the subdivision.

(Objectives 13.3.1, 13.3.2; Policies 13.4.1, 13.4.13, 13.4.14)

- **Servicing and infrastructure**

Existing connections to water, wastewater, stormwater, electricity, and telecommunications are retained. Easements will be formalised during the survey stage of this subdivision (i.e. prior to s223 certificate being released).

(Objectives 13.3.5, 13.3.8; Policies 13.4.4, 13.4.5, 13.4.8)

- **Amenity, landscape, and natural hazards**

No changes to built form or vegetation are proposed. The subdivision respects existing land use and character, and does not increase natural hazard risk.

(Objectives 13.3.2, 13.3.3; Policies 13.4.1, 13.4.3, 13.4.13(g))

- **Efficient design and layout**

The layout is practical and reflects existing use patterns, supporting efficient land use and infrastructure provision.

(Objectives 13.3.6, 13.3.9, 13.3.10; Policies 13.4.12, 13.4.15)

Conclusion

Overall, the proposal is consistent with the objectives and policies of the OFNDP

5.3 Objectives and policies assessment – Proposed Far North District Plan

Context

The PFNDP was publicly notified on 27 July 2022. The submission period closed on 21 October 2022, and the further submission period closed on 4 September 2023. Given the stage of the process and pursuant to s86B(1)(c) of the RMA, the rules of the Plan Changes do not have legal effect (except for those specifically identified). Nevertheless, an assessment to determine the activity status that this proposal would have under the PFNDP provisions has been made in Section 1.6 of this report. While the majority of the rules do not have legal effect, the objectives and policies are a relevant consideration under s104(1)(b)(vi) of the RMA.

Weighting

With regards to weighting, the plan changes are currently in the hearing phase, with submissions and further submissions having closed (on 21 October 2022 and 4 September 2023 respectively). Little weight should therefore be applied

to the PFNDP when considering the application. Nonetheless, an assessment of the objectives and policies is provided below for completeness.

Assessment

The objectives and policies of the PFNDP are zone specific. There are also other provisions that relate to district wide matters. This assessment considers the relevant objectives and policies in the Rural Production Zone (RPROZ) and subdivision (SUB) chapters.

It has been determined that the proposal would be a discretionary activity if the provisions of this zone were to have legal effect.

The subdivision is consistent the objectives and policies of the RPROZ and SUB chapters as it maintains existing built form and density, consistent with surrounding residential development. No new dwellings or intensification is proposed – the purpose of the subdivision is to convert both existing titles into stand-alone fee simple titles in order to simplify and rationalise the existing title arrangement. As such, there will be no perceivable change in the environment as a result of the subdivision

Notwithstanding the assessment provided above, the PFNDP is still in a relatively early stage of the plan change process, with a large number of submissions still being heard on a wide range of topics (including the RPROZ provisions). Given the wide-ranging nature of some of these submissions, little weight should be applied to the provisions of the PDP at this stage.

5.4 NES – Soil Contamination

All applications that involve subdivision, an activity that changes the use of a piece of land, or earthworks are subject to the provisions of the NES-CS. The regulation sets out the requirements for considering the potential for soil contamination, based on the HAIL (Hazardous Activities and Industries List) and the risk that this may pose to human health.

In this case, a review of historical overhead images¹ confirms that the site is residential, and has historically only been used for this purpose. There are also no potentially hazardous activities identified on the site on NRC's selected land use register² Given this, no identified or historical HAIL activities are anticipated. The NES-CS is therefore of no relevance to this application.

5.5 Part 2 assessment (RMA)

An assessment of Part 2 matters is not required unless there are issues of invalidity, incomplete coverage, or uncertainty in the planning provisions. In this case, there is no invalidity, incomplete coverage, or uncertainty among the various documents. In that regard, no assessment of the application is required under Part 2. However, for completeness, the proposal accords with the purpose of the RMA for the following reasons:

1. The proposal facilitates the efficient use of resources by allowing the subject site to be subdivided and developed in accordance with the relevant intentions of the FNDP.
2. The proposal is consistent with the amenity values and character associated with the subject sites and surrounding environment.
3. The proposal will not increase the risk associated with natural hazards.
4. There are no adverse effects on human health associated with the proposal.

The proposal does not offend any matters of national importance in Section 6, or any of the other matters set out in Section 7 and 8 of the RMA

¹ <https://retrolens.co.nz/#/main>

² <https://localmaps.nrc.govt.nz/localmapsvviewer/?map=65b660a9454142d88f0c77b258a05f21>

6. NOTIFICATION

6.1 Public notification

Public notification Pursuant to s95A (5) of the RMA, section 4 of this report confirms that any adverse effects associated with the proposed subdivision on the wider environment will be negligible.

The application can therefore proceed without public notification.

6.2 Limited notification

Pursuant to s95B and having considered the requirements of s95E-G of the RMA, section 5 of this report confirms that there are no adversely affected parties in relation to the proposed subdivision. The application does not require limited notification.

6.3 Notification conclusion

Noting the above conclusions, the application can be processed on a **non-notified** basis.

7. CONCLUSION

The proposal is to undertake a two lot subdivision of a fee simple title and cross lease title located at 116 Kerikeri Road, Kerikeri. The proposal requires consent as a **discretionary activity** under the OFNDP.

The environmental effects associated with the proposal have been assessed in Section 4 of this report. Overall, the effects are negligible relative to the existing environment. Consequently, appropriate regard has been given to s104(1)(a) of the RMA.

Section 5.2 of this report confirms that the proposal is not contrary to the objectives and policies from the relevant chapters of both the OFNDP and the PFNDP, while a site investigation of the past use of the sites and surrounding area has determined that no HAIL activities have occurred on-site addressing the NES-CS in due course. Accordingly, appropriate regard has been given to s104(1)(b)(i) and s104(1)(b)(vi) of the RMA.

Having regard to the relevant matters in s104(1) and s104B of the RMA, the proposal can be approved subject to appropriate conditions of consent.

APPENDIX 1

SCHEME PLAN



CAUTION:

- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
- AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
- THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
- DO NOT SCALE OFF DRAWINGS.
- THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
- DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND
- 03m 2023-2024 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
- BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EDEN 2000.

PROPOSED EASEMENT SCHEDULE			
PURPOSE	SHOWN	BURDENED	BENEFITED
RIGHT OF WAY, RIGHT TO CONVEY WATER & TELECOM	A	LOT 2 HEREON	LOT 1 HEREON
RIGHT TO CONVEY ELECTRICITY AND TELECOMMUNICATIONS AND RIGHT TO DRAIN WATER AND SEWAGE	B	LOT 1 HEREON	LOT 2 HEREON

LOT 1
BUILDING COVERAGE = 128m² / 39.75%
IMPERMEABLE SURFACE COVERAGE = 322m² / 100%

LOT 2
BUILDING COVERAGE = 180m² / 26.09%
IMPERMEABLE SURFACE COVERAGE = 273m² / 39.57%

— //— //— FENCE

TOTAL TITLE AREA: 0.1012Ha
COMPRISED IN: RST NA1984/61 (ALL) & NA80A/918 (ALL)

THIS SITE IS ZONED 'RESIDENTIAL' AND THE BUILDING SETBACKS ARE THUS: 3m FROM ROAD BOUNDARIES, 1.2m FROM ALL OTHER BOUNDARIES.

C	24.10.25	AMENDMENTS - JH/KM	
B	24.09.25	EASEMENT AMENDMENTS - JH/KM	
A	18.09.25	FIRST ISSUE - JH/KM	
REV	DATE	DESCRIPTION	
REF. DATA:			

reyburn & bryant

Ph: 09 438 3563
7 Selwyn Ave, Whangarei

PO Box 191, Whangarei 0140
www.reyburnandbryant.co.nz

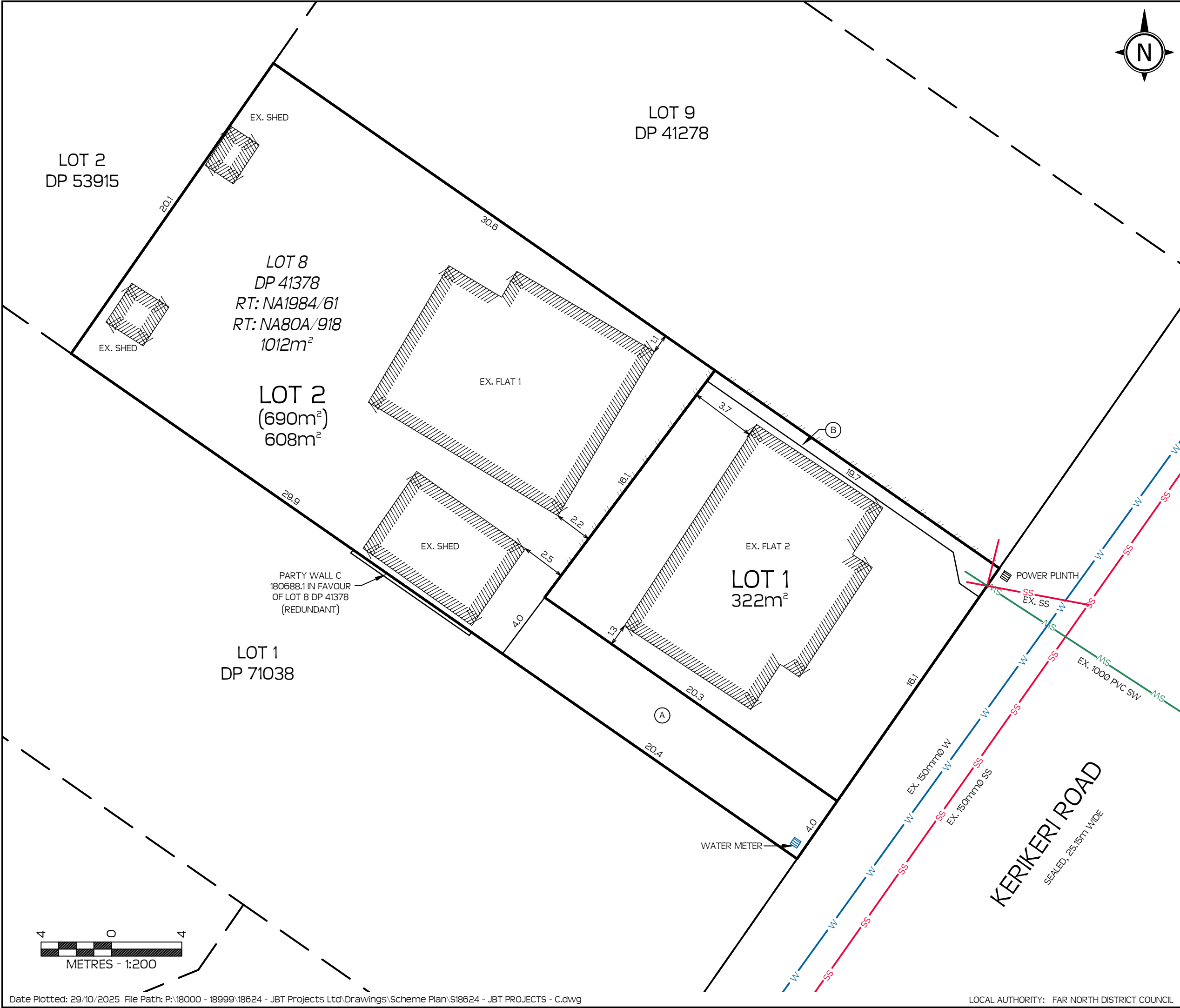
CLIENT

JBT PROJECTS
116 KERIKERI ROAD

TITLE

PROPOSED SUBDIVISION OF
LOT 8 DP 41378

DATE	OCTOBER 2025	SCALE	1:200 @A3
DRAWING REF.	S18624	SHEET	01 OF 01
REV	C		



- CAUTION:**
- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
 - AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
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PURPOSE	SHOWN	BURDENED	BENEFITED
RIGHT OF WAY, RIGHT TO CONVEY WATER & TELECOM	A	LOT 2 HEREON	LOT 1 HEREON
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Ph: 09 438 3563 PO Box 191, Whangarei 0140
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CLIENT

JBT PROJECTS
116 KERIKERI ROAD

TITLE

PROPOSED SUBDIVISION OF
LOT 8 DP 41378

DATE	OCTOBER 2025	SCALE	1:200 @A3
DRAWING REF.	S18624	SHEET	01 OF 01
REV	C		

APPENDIX 2

RECORDS OF TITLE AND MEMORIALS



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

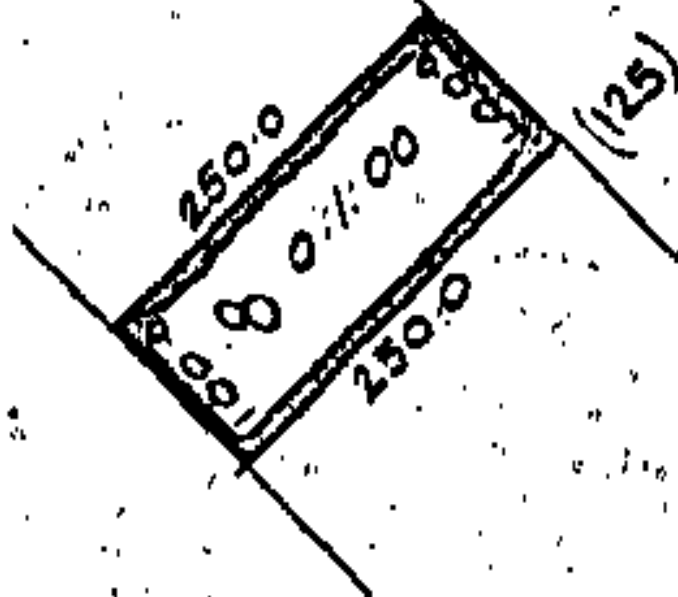
Identifier **NA1984/61**
Land Registration District **North Auckland**
Date Issued 13 November 1961

Prior References
NA617/243

Estate Fee Simple - 1/2 share
Area 1012 square metres more or less
Legal Description Lot 8 Deposited Plan 41378
Registered Owners
JBT Projects Limited

Interests

Appurtenant hereto is a party wall right created by Transfer C190668.1
C190668.2 Lease of Flat 1 and Garage 1 on Plan 136053 Term 999 years commencing on 20th June 1990 Composite CT
NA80A/918 issued - 18.9.1990 at 2.35 pm
Land Covenant in Lease C190668.2 - 18.9.1990 at 2.35 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA80A/918**
Land Registration District **North Auckland**
Date Issued 18 September 1990

Prior References
NA1984/61

Estate Fee Simple - 1/2 share
Area 1011 square metres more or less
Legal Description Lot 8 Deposited Plan 41378
Registered Owners
JBT Projects Limited

Estate	Leasehold	Instrument	L C190668.2
		Term	999 years commencing on the 20th June 1990
Legal Description	Flat 1 Deposited Plan 136053 and Garage 1 Deposited Plan 136053		
Registered Owners	JBT Projects Limited		

Interests

Appurtenant hereto is a party wall right created by Transfer C190668.1 - 18.9.1990 (Affects Fee Simple)
C190668.2 Lease of Flat 1 and Garage 1 DP 136053 Term 999 years commencing on the 20th June 1990 Composite CT
NA80A/918 issued - 18.9.1990 (Affects Fee Simple)
Land Covenant in Lease C190668.2 - 18.9.1990 (Affects Fee Simple)
13337374.2 Mortgage to Bank of New Zealand - 15.7.2025 at 4:17 pm

LAND DISTRICT NORTH AUCKLAND		SURVEY B.L.K. & DIST. KERIKERI XI		RECORD MAP NO. KERIKERI 3	
PLAN OF FLAT 1 ON LOT 8 DP 41378		TERRITORIAL AUTHORITY FOR NORTH DISTRICT COUNCIL			
Sole		Surveyed by R.J. DONALDSON & ASSOC.			
1:200		Date AUGUST 1989			

CERTIFICATE OF TITLE No.

APPROVED REGISTERED OWNER <i>[Signature]</i>		1. JOSEPH JOHN DONALDSON OF KERIKERI REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HAS HEREIN CERTIFIED THAT CONSTRUCTION OF THE BUILDING SHOWN AND A BUILDING PERMIT FOR THE CONSTRUCTION OF THE BUILDING SHOWN HAS BEEN ISSUED BY THE FAIR NORTH DISTRICT COUNCIL IN ACCORDANCE WITH THE ACT DATED 1952 AND AMENDMENT 1989 <i>[Signature]</i>	
2. JOSEPH JOHN DONALDSON OF KERIKERI REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HAS HEREIN CERTIFIED THAT THE BOUNDARIES OF THE LOT SHOWN AND THE PLAN IS CORRECT. DAVID P.R. 16 JULY OF 1989 <i>[Signature]</i>		3. JOSEPH JOHN DONALDSON OF KERIKERI REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HAS HEREIN CERTIFIED THAT THE BOUNDARIES OF THE LOT SHOWN AND THE PLAN IS CORRECT. DAVID P.R. 16 JULY OF 1989 <i>[Signature]</i>	
4. JOSEPH JOHN DONALDSON OF KERIKERI REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HAS HEREIN CERTIFIED THAT THE BOUNDARIES OF THE LOT SHOWN AND THE PLAN IS CORRECT. DAVID P.R. 16 JULY OF 1989 <i>[Signature]</i>		5. JOSEPH JOHN DONALDSON OF KERIKERI REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HAS HEREIN CERTIFIED THAT THE BOUNDARIES OF THE LOT SHOWN AND THE PLAN IS CORRECT. DAVID P.R. 16 JULY OF 1989 <i>[Signature]</i>	

NEW CT ALLOCATED FLAT 1 - 80A/918 Total Area 1071m² Comprised in CT 1984/61 (A1)		1. Robert John Donaldson 2. Joseph John Donaldson 3. David P.R. 4. David P.R. 5. David P.R.	
Approved as to Survey for purpose of 1971/21 Deposited this 1989 1989		1989 1989 1989	

MEMORANDUM OF LEASE

IN CONSIDERATION of payment of the rent the Lessors lease to the Lessee and the Lessee accepts on lease the flat to be held by the Lessee as lessee and subject to the restrictions conditions and covenants set out in this Lease.

Any term which corresponds to a heading in Schedule A shall where the context requires or admits mean and include the information and particulars which are inserted against that heading in Schedule A.

CONDITIONS

The parties agree that:

- I The covenants conditions and agreements as set out in Schedules A, B, C and D inclusive form part of this Lease.
- II If the heading "staged development area" in Schedule A has been completed then the covenants conditions and agreements set out in Schedule E form part of this Lease.
- III If neither sub-clause (a) nor sub-clause (b) has been deleted in clauses 6, 12, 19 and 22, then sub-clause (a) of such clauses shall form part of this Lease and sub-clause (b) shall not.
- IV If the Lessors are proprietors of a leasehold estate in the land then the covenants conditions and agreements set out in Schedule F shall form part of this Lease.
- V In this lease except where the context does not permit:
 - (a) The expression "the Lessors" shall include and bind:
 - (i) the persons executing this lease as Lessors; and
 - (ii) all the Lessors for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
 - (b) The expression "the Lessee" shall include and bind:
 - (i) the person executing this lease as Lessee; and
 - (ii) all the Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally.
 - (c) The expression "a majority of the Lessors" means any number of Lessors for the time being who together own more than an undivided one-half share in the land.
 - (d) The expression "any building on the Land" means each and every building for the time being erected on the Land.
 - (e) The expression "development work" means all or any of the following:
 - (i) the erection of any new dwelling unit or units on the staged development area;
 - (ii) the erection of any garage and any other buildings normally appurtenant to or associated with any dwelling unit on the staged development area;
 - (iii) installation on the common area of any services required for any of the foregoing;
 - (iv) installation on any restricted area of any services required for any of the foregoing.
 - (v) any activities required for the carrying out of the foregoing including the passage of contractors, motor vehicles, machinery and equipment along the common area and the use of motor vehicles, machinery and equipment on the common area, and where necessary, any restricted area.
 - (f) Words importing one gender shall include the other gender.
 - (g) Words importing the singular or plural number shall include the plural or singular number respectively.
 - (h) The clause headings shall not form part of this lease and shall have no bearing on the construction or interpretation of it.
 - (i) All covenants are joint and several.

SCHEDULE A

LESSORS: LEWIS STANLEY YEATMAN of Kerikeri, Groundsman

LESSEE: LEWIS STANLEY YEATMAN of Kerikeri, Groundsman

LESSORS' ESTATE: Fee Simple

LAND REGISTRY: NORTH AUCKLAND

HEAD LEASE: N/A

LAND: 1012 square metres more or less being Lot 8 Deposited Plan 41378 and being part Olf Land Claim No.3 Certificate of Title Volume 1984 Folio 61 (North Auckland Registry) Subject to: Fencing Covenant in Transfer 670516 and C. Party Wall Easement

DESCRIPTION OF FLAT: Flat 1 on D.P. 136053
and Garage 1

TERM OF LEASE 999 years commencing on the 20th day of June, 19 90.

RENT: 10 cents per annum payable yearly in advance if demanded in writing by the Lessor before the commencement of the year for which it is payable.

RESTRICTED AREA: That part of the land on D.P. 136053 marked " A ".

STAGED DEVELOPMENT AREA: That part of the land on D.P. 136053 not marked " ".

COMMON AREA: That part of the land on D.P. 136053 marked "Common Area".

LAND SHARE: A ^{n undivided one} half share.

MAXIMUM NUMBER OF DWELLING UNITS FOR STAGED DEVELOPMENT AREA: (1) One

LEASE executed this 20th day of June, 19 90

EXECUTED by the LESSORS)
(by the affixing of its Common)
Seal) in the presence of:

EXECUTED BY THE LESSEE)
(by the affixing of its Common)
Seal) in the presence of:

SCHEDULE B

(LESSEES COVENANTS)

THE LESSEE COVENANTS WITH THE LESSORS:

1. **PAYMENT OF RENT**
To pay the rent in the manner and at the times provided.
2. **PAYMENT OF EXPENSES**
Upon demand in writing by the Lessors or their agents to pay to the Lessors or a person nominated by them or a majority of them:
 - (a) The whole of the costs and expenses properly incurred by the Lessors in respect of the flat.
 - (b) A land share of all costs and expenses properly incurred by the Lessor in respect of the land including any costs and expenses incurred pursuant to clauses 16(a) and 16(b) hereof.
 - (c) The whole of the cost of any repairs or work to any part of any building on the land, the electrical and plumbing equipment, drains or other amenities serving it or in respect of any part of the land if the repairs or work are necessary or required as a result of any wilful or negligent act of the Lessee or the Lessee's servant, agents or invitees or any person residing in the flat.
3. **RESTRICTIONS ON USE**
 - (a) To use the flat for residential purposes only. The Lessee will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building on the land.
 - (b) Not to bring into or keep on the land or in the flat any pet or animal which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building or which may create a nuisance.
4. **NOT TO CREATE FIRE OR OTHER HAZARDS**
 - (a) Not to bring into or keep in the flat any goods or any substance of a dangerous or combustible nature.
 - (b) Not to do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of any building on the land or which may make void or voidable any insurance cover.
5. **TO COMPLY WITH STATUTES**
Not to use the flat for any illegal purposes and to comply with all statutes, regulations and by-laws of any local authority in so far as they affect the flat.
6. **MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE**
 - (a) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair both the interior and exterior of the flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities exclusively serving the flat. Where any part of the flat or the electrical and plumbing equipment, drains, or other amenities serving the flat also relate to or serve any other flat erected on the land then they shall be maintained in good order condition and repair by the lessee together with the lessees of the other flats to which they relate or which are served by them and the cost of so doing shall be borne by the lessee and the lessees of such other flats in such shares as may be fair and reasonable having regard to the use and benefit derived from that equipment, drain or amenity.

OR

 - (b) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair the interior of the flat (including the doors, windows and fittings of any kind but not any part of the structure, framework or foundations) together with any electrical and plumbing, equipment and any drains exclusively relating to or serving the flat.
6. **MAINTENANCE OF INTERIOR ONLY BY LESSEE**
 - (b) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair the interior of the flat (including the doors, windows and fittings of any kind but not any part of the structure, framework or foundations) together with any electrical and plumbing, equipment and any drains exclusively relating to or serving the flat.
7. **TO KEEP COMMON AREAS CLEAR AND TIDY**
 - (a) Not to leave or place in the passageways or stairways (if any) of any buildings on the land or in any parking area, driveway, turning area or in the grounds surrounding any building on the land, any obstructions of any kind.
 - (b) Not to deposit any refuse or rubbish on any part of any buildings on the land or grounds except in proper containers and in the area set aside for that purpose by the Lessors.
 - (c) Not to park or leave any vehicle or other thing on any part of the land so as unreasonably to obstruct its use by any other lessee or persons lawfully entitled to use it and not to permit or suffer any servant, agent or visitor of the Lessee to do so.
8. **TO PAY FOR SERVICES TO FLAT**
Duly and punctually to pay all charges for water, electricity, gas or other supplies or services relating solely to the flat.
9. **NOT TO MAKE ANY STRUCTURAL ALTERATIONS OR ADDITIONS TO THE FLAT**
 - (a) Not to erect on any part of the land any building, structure or fence, nor to alter, add to or extend any existing building on the land without the prior written consent of the Lessors. Such consent shall not be unreasonably or arbitrarily withheld.
 - (b) If any additional or alteration proposed by the Lessee shall have the effect of altering the external dimensions of the flat, the Lessee shall upon receiving the Lessors' consent prepare and have deposited in the Land Transfer Office at the Lessee's own cost a flat plan of the alterations or additions and upon deposit of the plan, surrender this lease and execute a new lease in substitution therefore. The lessors shall at the Lessee's cost execute such surrender of lease and the new lease in substitution therefore and the Lessee shall thereupon forthwith register the same. The cost of obtaining any necessary mortgagees' consents shall be borne by the Lessee.
10. **USE OF RESTRICTED AND COMMON AREAS**
Not without the written consent of the Lessors to use or enjoy, in any way, any part of the said land except:
 - (a) the flat,
 - (b) that part of the land relating to the flat marked or shown as restricted area,
 - (c) that part of the land marked or shown as common area on the flat Deposited Plan, but only for the purposes of access for vehicles or pedestrians.
11. **PRESERVATION OF LESSEES RESTRICTED AREA**
To keep, at all times all that part of the said land and all amenities thereon relating to the flat marked or shown as restricted area, in a neat and tidy condition and in good repair.
12. **SEPARATE INSURANCE EFFECTED BY LESSEE**
 - (a) To effect and at all times keep current, in the joint names of the Lessors and Lessee for their respective rights and interests, a separate replacement insurance policy (including fire, earthquake and flood risks) for the flat and its appurtenant amenities.

OR

PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS

 - (b) To pay to the Lessors or a person nominated by them or by a majority of them a land share of the premium and other moneys payable in respect of the policy of insurance to be affected by the Lessors under Clause 19. In any case where by arrangement between the Lessors and the insurance company the premium in respect of each flat on the land is assessed and payable separately, to pay the separate premium whenever it is due direct to the insurance company and if and whenever required by the the Lessors to produce to the Lessors the receipt for that premium.
13. **PAYMENT OF RATES**
To pay all charges and rates separately levied in respect of the flat and the Lessee's undivided share in the fee simple of the land provided that if no separate charges or rates are so charged or levied then the Lessee will pay to the Lessors a land share of the charges and rates charged or levied in respect of the whole of the said land, and any buildings on the land.
14. **LESSEE'S OWNERSHIP OF SHARE IN THE LAND**
To remain the owner of the land share in land while the Lessee continues to be a Lessee under this Lease. If the Lessee (unless expressly authorised to do so) deals with either the Lessee's interest in the flat or his interest in the land in such a manner that the flat and the land are not owned by the same person then this Lease shall immediately determine but without discharging the Lessee from payment of any moneys owing by the lessee or releasing the lessee from any liability arising from any breach previously committed by the lessee. This clause does not apply to the first Lessee under this Lease.

SCHEDULE C

(LESSORS COVENANTS)

THE LESSORS COVENANT WITH THE LESSEE:

15. **QUIET ENJOYMENT**
Provided that the Lessee shall perform and observe all and singular the covenants and conditions on the lessee part contained and implied in this lease the Lessee shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them.
16. **MAINTENANCE BY THE LESSORS**
 - (a) To keep in good order, repair and condition:
 - (i) Such part of any buildings on the land including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities as are not the responsibility of any lessee, under any of the leases granted in respect of any flat on the land.
 - (ii) Such parts of the land including the grounds, paths, driveways, fences, swimming pools and other common amenities as are not the responsibility of any lessee, under any of the leases granted in respect of any flat on the land.
 - (b) And to manage and maintain to a high standard all those parts of any buildings and land which are not the responsibility of any lessee. In the performance of this covenant, the Lessors or their agents have the right if necessary to enter any flat or any part of the said land to carry out any work upon giving reasonable notice to the Lessee.
17. **LEASE OF OTHER FLATS**
 - (a) To lease any other flats on the land only on terms similar mutatis mutandis to those set forth in this lease.
 - (b) Whenever called upon by the Lessee to do so, to enforce the due performance and observance by the Lessee of any other flat of all obligations cast on that lessee by the lease of that other flat. For that purpose, the Lessors irrevocably appoint the Lessee for the time being their attorney and in their name to do all such acts and things and in particular but not in limitation to serve notices and institute proceedings necessary for the proper compliance by the Lessors with the obligations cast on them by this clause.

SCHEDULE D

(MUTUAL COVENANTS)

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSEE AND THE

18. DETERMINATION OF LEASE FOR DEFAULT

If and whenever the Lessee commits any breach or makes any default in the observance or performance of any of the covenants, conditions and restrictions contained in this lease, the Lessee shall, upon receipt by the Lessors of written notice from the Lessors (other than the Lessee) of such breach or default, then it shall be lawful for the Lessors to re-enter the flat or any part of it in the name of the whole and to determine this lease and the estate and interest in it and to expel and remove the Lessee but without releasing him from any liability for any previous breach, non-observance or non-performance of any of the conditions and restrictions contained or implied in the lease. Any forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach by the Lessee has been served on every mortgagee of this Lease if the Lessors have actual notice of the address of the mortgagee before or within seven days after the date of the notice on the Lessee.

19. REINSTATEMENT BY LESSEE (where Clause 12(a) applies)

(a) If the flat is destroyed by any cause whatsoever during the term of the lease the Lessee shall with all reasonable despatch repair and make good that destruction or damage to the reasonable satisfaction of the Lessors, or any majority of them. The cost of so doing shall be borne by the Lessee. If any part of any building on the land not held by the Lessee pursuant to any lease is damaged or destroyed then the Lessors shall with all reasonable despatch repair and make good such damage or destruction. The Lessee shall bear a share of the cost thereof.

(b) REINSTATEMENT BY THE LESSORS (where Clause 12(b) applies)

The Lessors shall in the name of the Lessors and the Lessee for their respective rights and interests insure and keep insured all buildings on the land against fire, flood and earthquake and such other risks as are normally covered by a prudent owner for the full amount available under a replacement policy and (subject to reimbursement by the Lessee as set forth in Clause 12(b)) shall pay the premiums on that policy as they become due. If any of the buildings are damaged or destroyed from any cause whatever the Lessors shall with all reasonable despatch repair and make good any damage or destruction. If the moneys received under any policy or insurance are insufficient to repair and reinstate the buildings then the Lessee will bear a land share of the insufficiency unless the damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or parties.

20. RESTRICTION ON LESSOR'S USE

The Lessors, other than the Lessee, will not during the term hereby created be entitled to use occupy or enjoy the restricted area TO THE INTENT that the foregoing restrictive covenant will at all times during the term of this lease remain appurtenant to the estate and interest of the Lessee in the flat for all purposes connected with the use occupation and enjoyment of the Flat and the Lessee shall at all times keep the restricted area in a neat and tidy condition and in good repair PROVIDED HOWEVER that the Lessors will be entitled to enter upon the restricted area to the extent that may be necessary in order to effect repairs and maintenance to the flat or to any buildings on the land or to any services to such flat or building PROVIDED HOWEVER that nothing hereinbefore contained shall prevent the Lessors or the Head Lessors for the time being from exercising all or any of their rights and powers of re-entry into possession and all or any other rights or powers conferred upon them as Lessors or Head Lessors hereunder.

21. LESSORS NOT LIABLE FOR WATER DAMAGE

The Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to any buildings on the land or the flat or by rainwater entering the flat.

22. SUBLETTING BY LESSEE

(a) The Lessee shall be entitled to let the flat only to a reputable and solvent sublessee. The Lessee shall ensure that any sublessee first enters into a tenancy agreement with the Lessee whereby the sublessee covenants not to do or permit anything to be done in or upon or around the flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions of this lease.

OR

RESTRICTED SUBLETTING BY LESSEE

(b) The Lessee shall not without the prior consent in writing of the Lessors or a majority of the Lessors first had and obtained for that purpose on every occasion sublet or part with the possession or occupation of the flat or any part of it but such consent shall not be unreasonably or arbitrarily withheld in any case where:

- (i) The proposed subletting is for a term not exceeding one year during which period the Lessee is unable to personally occupy the flat, and,
- (ii) The proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe, perform and fulfill all the obligations of the Lessee under the lease and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.

Any underletting within the meaning of Sub-section (2) of Section 109 of the Property Law Act 1952 without consent shall constitute a breach of this clause.

23. PERFORMANCE OF LESSEE'S COVENANTS BY LESSORS

(a) If the Lessee at any time fails to perform or observe any covenant, condition or restriction contained or implied in this lease the Lessors may but are not bound to:

- (i) Pay any moneys which the Lessee ought to have paid.
- (ii) Do all or any acts or things which the Lessee ought to have done.
- (iii) Enter into the flat or any part of it if reasonably necessary for the purpose of this clause.

The Lessors may exercise any powers contained in this clause by their agents, servants, contractors or workmen.

(b) The Lessee shall in such event immediately on demand pay to the Lessors:

- (i) All moneys so paid by the Lessors; and
- (ii) The costs, charges and expenses of each performance and observance by the Lessors.

(c) Until such payment is made by the Lessee any amount paid by the Lessors shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of the average of the overdraft interest rate from any three Trading Banks computed from the date or respective dates of the moneys being expended until payment to the Lessors.

(d) For the purposes of this clause the word "Lessors" shall be deemed to mean Lessors other than the Lessee. The powers conferred by this clause may be exercised by a majority of the Lessors. The powers of this clause are without prejudice to the Lessors' other powers if any.

24. POWER OF SALE OF LESSEE'S INTEREST BY LESSORS

(a) If this lease is determined in any manner then:

- (i) The Lessee shall at the direction of the Lessors sell the Lessee's share in the land to such person and at such consideration as may be nominated by the Lessors and shall execute all documents required to complete any sale; and
- (ii) The Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's share in the land but shall not be liable to the Lessee in respect of any loss however incurred; and
- (iii) The proceeds of the sale shall be paid to the Lessors who shall be entitled to deduct from the proceeds:

- (1) All moneys owing by the Lessee to the Lessors; and
- (2) All expenses and costs incurred by the Lessors in connection with the arranging of the sale and the completion of it; and
- (3) All rates, charges and outgoings due and owing by the Lessee; and
- (4) All mortgages, charges and encumbrances on the Lessee's interest in the land and flat and any other buildings on the land.

The balance of the proceeds shall be paid to the Lessee by the Lessors.

(b) The Lessee irrevocably appoints the Lessors to be the Lessee's attorneys for the purpose of doing any act, matter or thing or executing any document required in connection with the sale of the Lessee's share in the land.

(c) No person shall be concerned to see or enquire as to the propriety or expediency of any act, matter or thing done or agreed to be done by the Lessors pursuant to this clause. The Lessee agrees to allow, ratify and confirm whatever the Lessors do or agree to do by virtue of any of the powers conferred on them.

(d) For the purposes of this clause the word "Lessors" means Lessors other than the Lessee.

25. NON-MERGER

There shall be no merger of this lease with the Lessee's fee simple estate in the land.

26. ARBITRATION

If any dispute or question or difference arises between:

- (a) The parties to this lease; or
 - (b) Their respective representatives or assigns; or
 - (c) One of the parties and the representatives of any other;
- and the dispute relates to:

- (i) This lease; or
- (ii) Any cause or thing contained or implied in it; or
- (iii) The construction of this lease; or
- (iv) The duties or liabilities of any party in connection with the land, or the flat, or any other buildings on the land; or
- (v) The use or occupation of the land, or the flat, or any other buildings on the land;

then and in every such case the matter in difference shall be referred to the arbitration of two or more arbitrators and their umpire (one arbitrator to be appointed by each party to the dispute) in accordance with the Arbitration Act 1908 and its amendments or any Act in substitution for it.

27. PROCEDURE FOR DECISIONS

If the Lessee or any of the Lessors require any matter or thing to be done by the Lessors which the Lessors are empowered to do under this lease or by their rights and powers as owners of the land, the flat or any other buildings on the land or which may be desirable for the efficient and harmonious administration of the land, the flat and any other buildings on the land the following procedure shall be carried out:

(a) That Lessee or Lessor shall give notice in writing setting out the proposed action.

(b) Notice to the Lessors shall be served upon each Lessor other than the Lessee. Notice to the Lessee shall be served on the Lessee and if there is more than one Lessee notice to one shall be notice to all. Service may be made either personally or by leaving it at or posting it to the last known respective place of abode or address of the other Lessors or the Lessee as the case may be. If service is effected by post it shall be sent by registered letter and service shall be deemed to have been effected on the day after posting. Where two or more parties are to be served, the date of service shall be the date the last notice is deemed to have been served under this sub-clause.

(c) The parties shall be bound by any decision arrived at under the provisions of this clause and shall give all reasonable assistance in the carrying out and implementation of that decision.

- (d) If the proposed action is not agreed to unanimously within fourteen (14) days after the date of service of the notices that matter shall be deemed to be a question to be arbitrated under clause 26.

28. **NON-DEVOLUTION OF LIABILITY**

Without negating the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a memorandum of transfer of the Lessee's interests both as Lessee and as Lessor to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements expressed or implied in the lease but without releasing the Transferor from any liability which may have arisen prior to the registration of the Memorandum of Transfer. After the registration of any Memorandum of Transfer the obligations expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by the Transferee and the Lessors shall have no recourse to the Transferee's antecedents in title.

SCHEDULE E

(SPECIAL COVENANTS FOR STAGED DEVELOPMENT)

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS:

29. **INTERPRETATION**

In the following clauses in this Schedule of this Lease and subject to the provisions of Clause 34(a) the expression "the Developing Owners" shall mean (to the exclusion of any other person or persons) those Lessors who are the registered proprietors of an undivided share in the fee simple estate in the land which exceeds the aggregate of the Land Shares set forth in Schedule A of the lease or leases under which those persons are the Lessees (if any).

30. **DEVELOPMENT OF AREA FOR STAGED DEVELOPMENTS**

The Developing Owners shall be entitled at any time to carry out on the staged developments area any development work and in respect of all the development work so carried out the following provisions shall apply:

- the development work shall comply at all times with the statutory and local authority requirements; and
- the Developing Owners after commencing the development work shall continue with all reasonable speed, shall take all reasonable steps to minimize any inconvenience to the Lessee, and any damage or disruption to the common area and the restricted area.
- the development work shall conform in all respects to the requirements set forth in any agreement for the time being in force between the Developing Owners and the Lessee; and
- the Developing Owners and their respective agents workmen contractors and employees, and other persons authorised on behalf of the Developing Owners may enter on and remain on the common area the restricted area and the staged development area at all reasonable times with or without machinery motor vehicles and equipment necessary or desirable to carry out the development work provided that the Developing Owners shall enter on to the restricted area only to the extent that is reasonably necessary to enable the Developing Owners to carry out the development work; and
- as soon as reasonably practical, the common area and any restricted areas shall be reinstated to the same condition as they were prior to the development work; and
- the development work and reinstatement shall be carried out at the expense in all things of the Developing Owners; and
- the number of dwelling units comprised in the development work on the staged development area shall not exceed the Maximum Number set forth in Schedule A.

31. **NEW LEASE AND COMPOSITE CERTIFICATES OF TITLE FOR DEVELOPMENT WORK**

In relation to the development work, the Lessee shall as co-lessor at the expense of the Developing Owners when requested to do so by the Developing Owners, do all things properly required by the Developing Owners to enable the Developing Owners to carry on the development work, and obtain the issue of a separate composite Certificate of Title for each new dwelling unit and its associated buildings erected on the staged development area as a result of the development work and in particular, but without limiting the generality of the foregoing the Lessee shall:

- execute and obtain any consents required for such development work; and
- execute any plans and obtain any consents as shall be required to enable the deposit of a flats plan for such development work; and
- execute any documents and leases in respect of the buildings erected on the staged development area as a result of the development work so as to create a leasehold estate for a term corresponding with the unexpired period of this lease, in respect of each new dwelling unit and its appurtenant or associated buildings erected as a result of the development work; and
- Arrange for the production of the Lessee's composite Certificate of Title and obtain the consent to the lease of any mortgagee of the Lessee's fee simple estate;

PROVIDED HOWEVER THAT:

- any new lease or leases so created shall otherwise contain the same terms and conditions mutatis mutandis as are contained in this lease; and
- the costs herein before referred to in this lease shall be the reasonable costs of the Lessee's solicitor having regard to the lease being in the form referred to in paragraph i); and
- the lease shall be prepared by the Developing Owners solicitor.

32. **POWER OF ATTORNEY FROM LESSEE**

In consideration of the granting to the Lessee of this Lease the Lessee doth hereby irrevocably nominate constitute and appoint Developing Owners and any nominee of the Developing Owners to be the true and lawful attorneys and attorney of the Lessee both as Lessee and as registered proprietor of any interest in the fee simple of the said land and on behalf of the Lessee as Lessee and/or as such registered proprietor and as fully and effectively as the Lessee either as a Lessee and/or as such registered proprietor could do if personally present to execute for the Lessee in any capacity the lease referred to in Clause 31 and to sign and use the name of the Lessee in any capacity to such lease and to do all such acts and things (including signing any new flat plan) as shall be necessary or desirable to effect registration of the lease or leases.

33. **POWER OF ATTORNEY ON TRANSFER BY EITHER DEVELOPING OWNER OR LESSEE**

In the event of the Lessee or the Developing Owners transferring or otherwise disposing of the whole or any part of their respective share in the fee simple estate in the said land, then on the occasion of each such transfer or other disposition:

- A power of attorney shall be executed whereby the Lessee or the Lessee's transferee or dispossesee as the case may be, appoints the Developing Owners' or the Developing Owners transferee or dispossesee as the case may be the attorney of this Lessee or Lessee's transferee or dispossesee on the same basis and with the same powers as are set forth in Clause 32 of this lease.
- The power of attorney shall be prepared by the solicitors for the Developing Owners and shall be given an executed prior to the registration of the transfer or other disposition. A copy of the power of attorney shall forthwith thereafter be deposited in the Land Transfer Office.
- The costs of preparation stamping and registration of the power of attorney shall be borne by the person transferring the interest in the fee simple estate in the land.
- The reference in this clause to a transfer or other disposition by the Lessee or the Developing Owners of the whole or any part of their respective share in the fee simple estate in the land shall extend to and include the exercise by any mortgagee or other person of a power of sale in respect of a share in the fee simple estate in the land.

Nothing contained in this clause shall prejudice or affect in any manner the generality operation or subsistence of Clause 32 of this Lease.

34. **TERMINATION OF STAGED DEVELOPMENT CLAUSES**

- Once the leases of all the dwelling units to be comprised in the development work are registered Clauses 31, 32, and 33 shall have no further force or effect, and thereafter for the purpose of construing or interpreting Clause 30 the expression "the Developing Owners" shall mean the person or persons who carried out the development or the relevant part thereof.
- Once the development work in relation to all the dwelling units to be comprised in the development work is completed, Clause 30 shall have no further force or effect except in respect of the Developing Owners' obligations thereunder.

SCHEDULE F

(SPECIAL COVENANTS FOR LEASEHOLD ESTATES)

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:

35. **INTERPRETATION**

In this schedule where the contacts permit:

- the expression "Head Lease" means the Head Lease referred to in Schedule A.
- the expression "Fee simple" where they occur in Schedules A, B, C, D and E shall unless inconsistent with the context refer to and include the leasehold estate, created by the Head Lease.

36. **LESSEE TO PAY SHARE OF HEAD LEASE RENT**

The Lessee will upon demand in writing by the Lessors pay to the Lessors or to any person nominated by the Lessors or a majority of the Lessors a land share of the rent from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations under it or in or about any renewal of it as provided in this lease.

37. **LESSEE TO OBSERVE TERMS OF HEAD LEASE**

The Lessee will from time to time and at all times observe perform and keep all and singular the covenants agreements and conditions contained and implied in the Head Lease so far as they affect the flat and will save and keep harmless and indemnified the Lessors from and against all costs claims damages expenses actions and proceedings for or on account of breach of covenant or otherwise under the Head Lease as shall be occasioned by breach by the Lessee of any covenant condition or agreement contained or implied in this Lease and on his part to be observed performed or fulfilled.

38. **LESSORS TO PAY RENT AND OBSERVE COVENANTS**

The Lessors will throughout the term of this lease pay the rent reserved by and duly and punctually perform and observe all and singular the covenants and provisions expressed or implied in the Head Lease and on the part of the Lessee to be performed and observed under it and will not do omit or suffer any act or thing whereby or in consequence of which the power of re-entry into possession or any of the incidental ancillary or subsidiary powers vested in the Head Lessor by the Head Lease shall or may become exercisable.

39. **RIGHTS OF RENEWAL**

The Lessors will from time to time and so often as required and at all proper times for so doing give all notices, do all things, execute all documents and pay all costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor a renewal of the Head Lease. Whenever a new Head Lease is procured the Lessors will at the cost and expense of the Lessee deliver to the Lessee and the Lessee shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the flat a sublease for the term of the newly granted Head Lease less the last day at the same land share of rent and upon with and subject to the same covenants, agreements, conditions and provisions as are contained and implied in this lease including this clause. For the better enabling the Lessee to secure and enjoy the benefit of this clause the Lessors for the time being JOINTLY AND SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being the Attorney of them and each of them and in their name and in the name of each of them to give all notices and to do all acts matters and things and to make all appointments and to pay all cost charges and expenses and to give, make execute and deliver all documents and paper writings as shall be desirable necessary or expedient for the purpose of this or the Head Lease.

ORDER FOR NEW CERTIFICATE OF TITLE

To the District Land Registrar NORTH AUCKLAND

Please issue a new certificate of title in the name of LEWIS STANLEY YEATMAN of Kerikeri,
Groundsman

for Flat 1 on Lot 8 Deposited Plan 136053 Certificate of Title Volume 80A
Folio 918

all
being ~~XXXXXX~~ of the Land included in Certificate of Title Volume 1984 Folio 61

of the NORTH AUCKLAND Land Registry

DATED at KERIKERI

this 26th day of July 1990


Solicitor for the
Registered Proprietor

No.

ORDER FOR NEW CERTIFICATE OF TITLE

SUPER FLOUSE

LAW NORTH PARTNERS
SOLICITORS
KERIKERI

Solicitors for the Owner

Correct for the purposes of the Land Transfer Act 1952

DUPLICATE

[Signature]
Solicitor for the Lessee

To the District Land Registrar

1. It is requested that you note the Lessors' Land Covenant contained in Clause 20 of the within lease against the fee simple title to the land.

2. Please issue a composite Certificate of Title for the share in the fee simple and leasehold interest of

Flat 1

Certificate of Title 80A/918

having been allocated.

3. I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no conveyance duty is payable on this instrument by reason of the application of section 35(1) of the Act, and that the provisions of subsection (2) of that section do not apply.

[Signature]
Solicitor for the Lessee

Composite C.T. 80A/918 issued
includes a $\frac{1}{2}$ share in fee simple

[Signature]
ALR

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

Assistant/District Land Registrar

of the District of

MEMORANDUM OF LEASE

SOLICITOR PREPARING LEASE:

LAW NORTH PARTNERS
SOLICITORS
KERIKERI

2.35 18.SEP 90 C 190668
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
1984/10/1



Under the Land Transfer Act 1952

Memorandum of Transfer**OF PARTY WALL EASEMENT**

WHEREAS JAMES HERBERT DERMOT GRAY of Kerikeri, Retired and DOROTHY NOLA REYNOLDS GRAY his wife
(hereinafter referred to as "the servient tenement")

being registered as proprietor

of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land District of North Auckland containing 1420 square metres /

more or less being Lot 1 Deposited Plan 71038 and being part Old Land Claim No. 3 Certificate of Title Volume 27C Folio 288 (hereinafter referred to as "the first described land") ✓

AND WHEREAS LEWIS STANLEY YEATMAN of Kerikeri, Groundsman (hereinafter referred to as "the dominant tenement") being registered as proprietor in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land District of North Auckland containing 1012 square metres more or less being Lot 8 Deposited Plan 41378 and being part Old Land Claim 3 Certificate of Title Volume 1984 Folio 61 Subject to: Fencing Covenant in Transfer 670516 (hereinafter referred to as "the secondly described land") ✓

THE Southern Boundary of the first described land is the Northern Boundary of the secondly described land. The existing wall on part of the boundary-line between the respective lands described above and shown in diagram "A" on deposited plan attached shall be a party wall.

THE parties have agreed that any new wall or walls erected on that boundary marked "A" on the plan attached hereto or any parts of it shall when erected be and become a party wall or walls and shall be erected with the centre on the boundary line.

the Servient

NOW THIS INSTRUMENT WITNESSES that in pursuance of the premises/~~each~~
~~the parties~~ TRANSFERS AND GRANTS to the/~~other~~ an
easement of party wall rights in accordance with the provisions set
forth below TO THE INTENT that the easement so granted shall be forever
appurtenant to the ~~first described land and the~~ secondly described
land ~~as the case may be~~

11
DP 41378

8
DP 41378

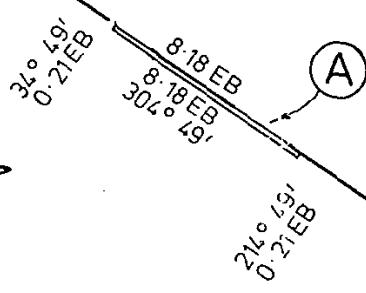
1
DP 71038



[Handwritten signature]
G.A.D.G.

SCALE 1: 250

[Handwritten signature]
REGISTERED SURVEYOR.



PARTY WALL
EASEMENT.
(0.21 m wide).

22.73 BAL

KERIKERI ROAD
LEGAL

PROPOSED EASEMENT.

PURPOSE	SHOWN	SERV. TEN.	DOM. TEN.
PARTY WALL	(A)	LOT 1 DP 71038	LOT 8 DP 41378

Correct *[Handwritten signature]* MZ
4.1.90 L.T. Surveyor

AND each of the parties (so as to bind himself and his executors administrators and assigns and all persons claiming title under him) COVENANTS with other of them his executors administrators and assigns duly and punctually to observe and carry out the obligations appearing below.

AND IT IS DECLARED by the parties as follows:-

1. The party building any such new party wall or repairing an existing party wall shall take all responsible care to interfere as little as reasonably possible with the comfort and convenience of the owner or occupier of the premises adjoining; and shall during building operations shore up in a proper and workmanlike manner and also make good any damage done to any part of the adjoining premises affected by the demolition and building operations.
2. The position and dimensions of any new party wall shall be such that the centre-line shall coincide with the true line of the boundary between the respective lands as the boundary-line is shown on the deposited plan No.
3. The maintenance and repair of any party wall under this Instrument (whether the existing wall or any wall erected in substitution for it or for part of it) shall be borne by the parties equally; except where it can be shown that any repairs or reinstatement have been rendered necessary by the act or default of one party alone, that party shall pay the whole cost.
4. All disputes or differences arising between the parties hereto touching the operation of this grant or the construction thereof shall in every case be referred to two arbitrators and their umpires in accordance with the provisions of the Arbitration Act 1908 and any amendment thereto or any enactment in substitution therefor at the time being in force.

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this

6th

day

of

March

1990

Signed by the above named

JAMES HERBERT DERMOT GRAY and

DOROTHY NOLA REYNOLDS GRAY

in the presence of:-

SIGNED by the above named

LEWIS STANLEY YEATMAN

in the presence of:-

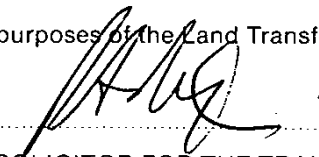
D.H. Gray
J.H.D. Gray

[Signature]
[Signature]
[Signature]

No.

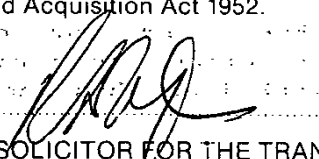
TRANSFER OF
PARTY WALL EASEMENT

Correct for the purposes of the Land Transfer Act


SOLICITOR FOR THE TRANSFEREE

J.H.D. & D.N.R. GRAY Transferor

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.


SOLICITOR FOR THE TRANSFEREE

L.S. YEATMAN Transferee

I hereby certify that for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

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

.....
SOLICITOR FOR THE TRANSFEREE

Assistant District Land Registrar

of the District of

McBrearty Dodds & Dominick
Solicitors
Private Bag
KERIKERI

*Law Nth
Kerikeri
etc A
JJ*

Solicitors for the Transferee

