

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):

- | | |
|---|---|
| <input type="radio"/> Land Use | <input type="radio"/> Discharge: Total volume = <input type="text" value=""/> m ³
<i>Note; volumes >3m³ requires NRC Consent.</i> |
| <input type="radio"/> Fast Track Land Use* | <input checked="" type="radio"/> Subdivision |
| <input type="radio"/> Change of Consent Notice (s.221(3)) | <input type="radio"/> Existing Use Certificate (s.139A) |
| <input type="radio"/> Certificate of Compliance (s.139) | <input type="radio"/> Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil) |
| <input type="radio"/> Extension of time (s.125) | |
| <input checked="" type="radio"/> Other (please specify) <input type="text" value="Subdivision Only"/> | |

*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?

Nora Rameka - nora.rameka@xtra.co.nz

Who else have you consulted with?

For any questions or information regarding iwi/hapū consultation, please contact:
The Resource Consents Planning Technicians, planning_technicians@fndc.govt.nz

5. Applicant details

Name/s:	Motu FB Trust
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:	Motu FB Trust - Attn: Paul Francis
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:	Motu Roa Island Limited - Applicant holds a Shareholding in the Company
Property address/ location:	_____ _____ _____

8. Application site details

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

Name/s:

Site address/
location:

Moturoa Island, Paihia, Bay of Islands

(Site is shown as Shed 5 on the Moturoa Island Development Plan on DP148037)

Updated on plan as Area 11

Postcode 0271

Legal description:

NA42A/1073

Val Number:

00221-02500

Certificate of title:

CT420/477

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.

Moturoa Island has full time caretakers on-site: Warren -

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.

See attached description

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.

The proposal has been prepared in accordance with the following version of the FNDC Engineering Standards:

2009 2023

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)

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.

Leasehold sub-division consent for 223 and 224 Certificate for the dwelling constructed under RC2130226-RMALUC as a permitted activity, being one dwelling of 24 allowable residential units under the Moturoa Island Zone Special Area rules, Rule 18.1.6.1.2. The intention is to register a lease with LINZ for 999 years on NA42A/1073 for the building in line with other existing residences on the island. Plan approved by FNDC and lodged with LINZ attached.

The building has CCC (copies attached) CCC-2015-633/1 and CCC-2019-603/3

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. Natural hazards (National Policy Statement for Natural Hazards 2025)

Is the site subject to known or potential natural hazards (for example, flooding, coastal inundation, erosion, or unstable land), as contemplated by the National Policy Statement for Natural Hazards 2025? Yes No

If yes, please identify the relevant natural hazard(s) by ticking the applicable box(es) below:

Flooding

Active Faults

Landslips

Liquefaction

Coastal Erosion

Tsunami

Coastal Inundation

Please ensure all relevant technical reports are submitted with the application.

14. 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

15. 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.

16. 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)	Motu FB Trust - Attn: Paul Francis
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.

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)	Paul Francis
Signature: (signature of bill payer)	
	Date 21-Apr-2026

MANDATORY

17. 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.

18. Declaration

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

Name (please write in full)	Paul Francis
Signature	
	Date 21-Apr-2026

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

See overleaf for a checklist of your information...

Checklist of your information

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.*

Motu FB Trust
PO Box 33368
Takapuna
Auckland 0740
C/-
paul@fgpa.co.nz
09 486 4890
021 272 6459

21 April 2026

Far North District Council
Private Bag 752
Kaikohe

Dear Sir/Madam,

Re: Application for Cross-Lease Subdivision – Francis Family Dwelling (Motu FB Trust), Moturoa Island, Bay of Islands, Northland

Find enclosed an application for a subdivision consent for area 11 on Moturoa Island.

We initially lodged this consent back in October, but it was rejected. So, this is a new application and has taken on the feedback given with the rejection of the initial application.

Additional work that has accompanied the application is as follows.

Engagement of Thompson Surveyors, Sam Lee (surveyor) has assisted with the coordination and produced a new scheme plan showing Area 11 on an overall site plan. Lynley Newport has done a planning report and AEE.

This document not only provides an AEE but also provides information required by Schedule 4 of the RMA, including assessment against objectives and policies, and commentary in regard to the Proposed District Plan .

Engagement of Gareth Johnston, of William and King Surveyors to produce a Draft LT Plan.

Find below a list of the appendices included in this report. We understand the fee for this application is \$3,044.00 being a subdivision only.

Could you please direct any enquiry's initial to myself, and we will copy anyone in.

We would appreciate this consent be proceed as soon as possible, as we are under some pressure to obtain the consent.

We would appreciate, if any queries (in addition to email) please call me direct on 021 272 6459 as well.

Yours sincerely,

Paul Francis
B.Arch, ANZIA Registered Architect
For and on behalf of

Motu FB Trust

Email: paul@fgpa.co.nz

T: (09) 486 4890

M: 021 272 6459

Encl: Appendices list

APPENDICES

Appendix 1	Draft RDS – LT 628706
Appendix 2	Scheme Plan
Appendix 3	RC 2130226-RMALUC and 2130226-RMAVAR/A
Appendix 4	CCC'S 2015-633 AND 2019-603
Appendix 5	Overall Site & Services Plan (drawn 2019)
Appendix 6	Draft Lease Instrument
Appendix 7	Location Map
Appendix 8	Title Information
Appendix 8A	Title information for Area 10 (as example only)
Appendix 9	Record of Consultation

Motu FB Trust

LEASEHOLD SUBDIVISION

**Involving Shed 5 on Moturoa Island
Bay of Islands**

**PLANNER'S REPORT &
ASSESSMENT OF ENVIRONMENTAL EFFECTS**

Thomson Survey Ltd
Kerikeri

1.0 INTRODUCTION

1.1 Background

In November 2025 the Francis Family Trust lodged application for 223/224c certificates associated with a leasehold subdivision for the dwelling consented and now constructed under RC2130226-RMALUC and subsequent RMAVAR/A. CCC's have long since been issued for the build project, which included land use consent to build outside of the identified Shed 5 area as shown on the Moturoa Island Development Plan in Appendix 6a of the District Plan.

The applicants were seeking to update survey plans to reflect the true location of the already consented and constructed building. The application was rejected by the Far North District Council, pursuant to s88 of the Resource Management Act, as being incomplete. This is a replacement application to address perceived and identified shortfalls in the original application. Council can access the s88 correspondence in its file for 2260252-RMACOM.

1.2 Proposal

The proposal seeks to submit and obtain Council approval for a leasehold subdivision (not a cross lease). The leasehold subdivision will identify new Area 11 to replace existing Shed 5 on DP 148037 as it pertains to the dwelling constructed for the applicants. A copy of an LT Plan prepared by Williams and King Ltd is provided in Appendix 1 to this application, and Scheme Plan, prepared by Thomson Survey Ltd is attached in Appendix 2 to this application. The latter shows the old Shed 5 area compared with the actual building platform.

The building was consented several years ago via RC 2130226 and subsequent variation, both consents attached in Appendix 3 to this application. The construction took place over two stages, with CCC 2015-633 and 2019-603 issued in 2020 and 2023 respectively – refer Appendix 4 to this application.

1.3 Scope of this Report

This assessment and report accompanies the Resource Consent Application, and is provided in accordance with Section 88 and Schedule 4 of the Resource Management Act 1991. The application seeks consent as a discretionary activity under the ODP for a leasehold subdivision to create/update the area for one of the 24 allowable residential activities on the island.

The information provided in this assessment and report is considered commensurate with the scale and intensity of the activity for which consent is being sought. The name and address of the owner of the property is contained in the Form 9 Application form.

1.4 Response matters raised in the s88 rejection letter

It is necessary to correct misconceptions around the type of subdivision being applied for. Council identifies it as a cross lease when it is in fact a leasehold subdivision. This renders a large amount of the additional information being requested irrelevant and not necessary.

In response to the points raised in the s88 letter dated 9 December 2025 the following points are made. The s88 content is in italics, followed by a response:

The s88 letter dated 9 December 2025 requested the following information in order for the Council to accept a new application lodgement:

1. *Draft cross-lease Flats Plan / Licensed Cadastral Surveyor (LCS) scheme plan set (A3 with A4 reduction) that:*
 - o *delineates the new flat (as-built footprint) and any decks/accessory structures/appurtenances;*
 - o *sets out exclusive-use area(s) and common area(s) with dimensions and areas;*
 - o *identifies all easements/appurtenant rights (e.g., access, services) relied upon;*
 - o *shows legal boundaries, relevant coastal/waterbody lines, and levels/contours where needed; and*
 - o *includes an overlay/composite clearly showing how the proposed areas fit amongst all existing approved cross-lease flats and areas on the parent title, with DP references and a table of areas. (FNDP 4.3.1.2).*
2. *Servicing and easement details on the plan(s) confirming the means for stormwater and sanitary drainage and water supply to the flat(s), and the position of easements or common-area routes used. (FNDP 4.3.1.2(b)(iv), (xi)–(xii)).*

3. Focused AEE (subdivision only) that briefly confirms: proposal description; existing approvals; Chapter 13 rule pathway for the cross-lease; how the Flats Plan integrates with existing cross-lease arrangements; servicing confirmation; and whether any coastal/esplanade implications arise (or why not). (FNDP 4.3.1.1).
4. Current Record(s) of Title for the parent land and copies/identifiers of the existing cross-lease instruments/DPs used to define current flats/areas, to support the overlay/composite. (FNDP 4.3.1.1(g)).

In response:

This new application includes a scheme plan confirming the location of the proposed Leasehold area and its relationship to other leasehold areas. The Scheme Plan shows:

- The overall location of the lease area proposed
- Exclusive use is the lease area/foot print of the building and decks
- Common areas are only for cross-lease or unit developments (this is neither)
- The legal boundaries of other leasehold titles are shown. The extent of primary parcel boundaries is Mean High Water around the island.
- Contour information should not be required given that the building is already built.
- Contour information was shown on the BC plans.
- Formed access exists from the Jetty to the leasehold area. This is now evident on the scheme plan provided.

Please note that the application is not for a cross-lease title. Cross-lease situations are where all lease holders own an undivided share of the underlying fee simple title as tenants in common. This is not the situation on Moturoa Island. The underlying fee simple title is owned by a single entity, 'Motu Roa Island Limited'. Rights for each lease holder over the underlying title exist due to the share ownership structure of 'Motu Roa Island Ltd'. The other 18 leasehold titles give examples of this.

The footprint area of the building is to be subject to a leasehold title. We understand that any lease longer than 35 years triggers subdivision requirements under the RMA. The proposed lease is to be 999 years.

Only a cross-lease or unit title plan requires common areas to be defined, not a leasehold title.

None of the other 18 leasehold titles include any easement for stormwater, wastewater, access, power or telecom. Notwithstanding this, an Overall Site & Services Plan, drawn back in 2019, is attached to this application, for the Council's information. Refer to Appendix 5 to this application.

Items 3 and 4 are addressed in this new application.

The subdivision is being applied for under Chapter 13 of the ODP and defaults to discretionary activity status due to the lack of any specific subdivision provision in the ODP relating to Moturoa Island. There is no need to assess the proposal against rules in Chapter 18.1 – Moturoa Island Zone; because this applies to land use activities, and the buildings to

be within newly defined 'Area 11' are already consented and built. Objectives and Policies applying to that zone, however, are assessed under section 8.1 later in this report.

No coastal or esplanade requirements are triggered by this application.

Legal descriptions are shown for each leasehold title near to the proposed lease area. Please note that while some Leasehold areas are labelled as a 'Flat', this is only due to historic naming conventions on older land transfer plans. All existing titles are "leasehold" type of estate.

2.0 PROPERTY DETAILS

Location: Moturoa Island – refer Appendix 7 to this application for Location Map

Record of Title: NA42A/1073, 147ha in area, and attached in Appendix 8 of this application.

3.0 PROPOSAL IN DETAIL

Subdivision:

The underlying property is Record of Title NA42A/1073. Within that underlying title there are a number of leasehold titles reflecting the built development on the island, each having a 999 year leasehold. Because of the length of that leasehold period, also being sought by this current application, the definition of any new 'area' or 'flat' is technically a subdivision – requiring the consent of the Council. A copy of leasehold title for Area 10 is attached as Appendix 8A to this application (as example only).

The Operative District Plan contains no subdivision provisions relating to the Moturoa Island Zone. Neither is there any provision relating to subdivision in Chapter 18.1 Moturoa Island Zone in regard to subdivision.

As all subdivision requires the consent of the territorial authority, but there is no rule in the District Plan in this regard specifying any category of activity, the application defaults to discretionary activity status.

The subdivision rules in the Proposed District Plan (PDP) do refer to Moturoa Island. Boundary adjustment subdivisions are proposed to be a non complying activity in the zone, however this proposal is not a boundary adjustment. Subdivision of land to create a new allotment is proposed to be a non complying activity. As the new 'Area 11' is to be shown separately on a survey plan, it technically meets the definition of 'allotment'.

Should the PDP have legal effect prior to this application being granted, then the proposal is a non complying activity under the PDP.

Related Consents

As stated previously, constructing the building outside of the area of Shed 5 as identified on the Moturoa Island Development Plan in the ODP, has already been consented. The building is completed and CCC's have been issued. No further consent is believed to be necessary in regard to land use rules applying to the Moturoa Island Special Zone in either the ODP or PDP.

4.0 SITE DESCRIPTION

4.1 Physical characteristics

The site is an island in the northern Bay of Islands, separated from the mainland by a narrow channel of water. Moturoa Island is 147ha and held in a company ownership Motu Roa Island Limited, established in 1968. A portion of the island is set aside for conservation purposes. The owners are keen conservationists and operate a rolling 10-year wildlife plan. They have actively sought to engage in activities to protect the environment by way of contributing to the creation of a special plan zone for the island. Within the organisation there is a board of directors, wildlife committee and building committee. They also employ farm managers to maintain the working sheep farm, and caretakers that manage pests and weeds plus maintain infrastructure.

Each shareholder 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. Up to 24 residential dwellings are provided for on the island and most of these have now been established. The island features grass pasture; indigenous and exotic vegetation; and a vineyard.

The island is gently undulated in the interior, with steeper slopes leading down to beaches and rocky headlands around the island. There is a more gentle slope to the main wharf area at the western end of the island, facing the channel.

4.2 Mapped features relevant to the site

The site is attributed a special zoning in both the ODP and PDP – Moturoa Island Special Zone. The island is noted as being within the coastal environment in the PDP. Also in the PDP, the island is mapped as having several areas of outstanding landscape and high natural character, none of which are in proximity to the new 'Area 11' being created.

No coastal hazard mapping applies to the island. The island is a high density kiwi habitat. The island contains no Heritage sites, nor Sites of Significance to Maori.

4.3 Legal Interests

The underlying title (refer to Appendix 8 to this application) lists 18 Leases with terms of 999 years, represented variously as Flat or Areas. The oldest lease is dated 1988. The most recent lease is dated 2021.

An example of a Lease Instrument is attached to the application in Appendix 6 to this application to demonstrate the current methodology and wording used on the island property for such instruments.

The underlying title is also subject to a Conservation Covenant pursuant to Section 77 of the Reserves Act 1977, plus two notices pursuant to s195(2) of the Climate Change Response Act 2002. The Conservation Covenant is attached as part of Appendix 8 to this application.

4.4 Consent History – specific to this proposal

The development and its specified leasehold 'area' is consented through RC 2130226-RMALUC and subsequent variation (the latter for a minor change in the plans previously consented). Both are attached in Appendix 3 to this application.

The consent was to construct a dwelling, shed and boat shed and undertake associated earthworks. Consent was required because of breaches of Rule 18.1.6.1.1 (Location of Residential Activities) & 18.1.6.1.3 (Visual Amenity). In other words, consent was granted to build outside of the identified Shed 5 on the Development Plan.

Subsequent building consents 2015-633 and 2019-603 were issued, for Stage 1 and Stage 2 works, and CCC's issued in November 2020 and March 2023 respectively. Copies of the CCC's are attached in Appendix 4 to this application.

5.0 SCHEDULE 4 – INFORMATION REQUIRED IN AN APPLICATION

Clauses 2 & 3: Information required in all applications

<i>(1) An application for a resource consent for an activity must include the following:</i>	
<i>(a) a description of the activity:</i>	Refer Sections 1, 3 and 6 of this Planning Report.
<i>(b) an assessment of the actual or potential effect on the environment of the activity:</i>	Refer to Sections 7 & 8 of this Planning Report.
<i>(b) a description of the site at which the activity is to occur:</i>	Refer to Section 4 of this Planning Report.
<i>(c) the full name and address of each owner or occupier of the site:</i>	This information is contained in the Form 9 attached to the application.

<p><i>(d) a description of any other activities that are part of the proposal to which the application relates:</i></p>	<p>The application is for subdivision pursuant to the FNDC’s ODP, and should consent not be granted prior to the PDP having legal effect, then also pursuant to the PDP.</p>
<p><i>(e) a description of any other resource consents required for the proposal to which the application relates:</i></p>	<p>None required.</p>
<p><i>(f) an assessment of the activity against the matters set out in Part 2:</i></p>	<p>Refer to Section 8 of this Planning Report.</p>
<p><i>(g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b), including matters in Clause (2):</i></p> <p><i>(a) any relevant objectives, policies, or rules in a document; and</i> <i>(b) any relevant requirements, conditions, or permissions in any rules in a document; and</i> <i>(c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).</i></p>	<p>Refer to Sections 7, 8 of this Planning Report.</p>
<p><i>(3) An application must also include any of the following that apply:</i></p>	
<p><i>(a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1)):</i></p> <p><i>(b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A)):</i></p> <p><i>(c) if the activity is to occur in an area within the scope of a planning document prepared by a customary marine title group under section 85 of the Marine and Coastal Area (Takutai Moana) Act 2011, an assessment of the activity against any resource management matters set out in that planning document (for the purposes of section 104(2B)).</i></p>	<p>Refer to sections 7 & 8.</p> <p>Not applicable.</p> <p>The site is not within an area subject to a customary marine title group. Not applicable.</p>

<i>(4) An application for a subdivision consent must also include information that adequately defines the following:</i>	
<p><i>(a) the position of all new boundaries;</i> <i>(b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan;</i> <i>(c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips;</i> <i>(d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips;</i> <i>(e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A;</i> <i>(f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A);</i> <i>(g) the locations and areas of land to be set aside as new roads.</i></p>	Refer to Plans in Appendices 1 & 2 to this application.

Clause 6: Information required in assessment of environmental effects

<i>(1) An assessment of the activity's effects on the environment must include the following information:</i>	
<i>(a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:</i>	Refer to Sections 7 & 8 of this planning report. The activity will not result in any significant adverse effect on the environment.
<i>(b) an assessment of the actual or potential effect on the environment of the activity:</i>	Refer to Sections 7 & 8 of this planning report.
<i>(c) if the activity includes the use of hazardous installations, an assessment of any risks to the environment that are likely to arise from such use:</i>	Not applicable as the application does not involve hazardous installations.
<i>(d) if the activity includes the discharge of any contaminant, a description of—</i> <i>(i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects;</i> <i>and</i> <i>(ii) any possible alternative methods of discharge, including discharge into any other receiving environment:</i>	The proposal does not involve any discharge of contaminant.

<i>(e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect:</i>	Refer to Sections 7 & 8 of this planning report.
<i>(f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted:</i>	Refer to Section 9 of this planning report. No affected persons have been identified.
<i>(g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved:</i>	No monitoring is required as the scale and significance of the effects do not warrant it.
<i>(h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).</i>	No protected customary right is affected.

Clause 7: Matters that must be addressed by assessment of environmental effects (RMA)

<i>(1) An assessment of the activity's effects on the environment must address the following matters:</i>	
<i>(a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:</i>	Refer to Sections 7, 8 and 9 of this planning report.
<i>(b) any physical effect on the locality, including any landscape and visual effects:</i>	Refer to Sections 7 & 8. This application is for identification of an area to contain existing built development, therefore has no physical effect on landscape or visual aspects. Visual impact and effects were canvassed when processing and granting land use consent to construct the dwelling.
<i>(c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:</i>	Refer to Sections 7 & 8. See above comment.
<i>(d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations:</i>	Refer to Sections 7 & 8. See above comment.
<i>(e) any discharge of contaminants into the environment, including any</i>	The proposal will not result in the discharge of contaminants, nor any unreasonable emission of noise.

<p><i>unreasonable emission of noise, and options for the treatment and disposal of contaminants:</i></p>	
<p><i>(f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or hazardous installations.</i></p>	<p>The development site is not subject to hazard. The proposal does not involve hazardous installations.</p>

6.0 COMPLIANCE ASSESSMENT

6.1 Weighting of Plans

The PDP was, at time of lodging the application, at the point of all hearings of submissions completed, but decisions on submissions not yet publicly notified. In other words the PDP did not have legal effect.

Objectives and Policies of both District Plans are considered in this planning report and AEE, as is required. The property has the same special zoning in both plans in any event.

There were very few submissions to the zone and its provisions and none relating to the level of development provided for.

The stage the PDP is at – not yet having legal effect, points to affording more weight to the ODP than the PDP's objectives when assessing the application's merits, however, as said earlier this is almost a moot point given that there is very little difference between the two plans.

6.2 Operative District Plan (ODP)

Subdivision:

There are no rules in the subdivision chapter specifically relating to Moturoa Island. My understanding of the Resource Management Act is that because all subdivisions require the consent of the Council, but there is no specific provisions relating to the subdivision of Moturoa Island, then the application defaults to discretionary activity status.

6.3 Proposed District Plan (PDP)

As outlined earlier, should the PDP take legal effect prior to this application being granted, the category of activity becomes non complying.

There are certain rules in the PDP that already have legal effect as at the date of lodging this application. Rules identified by the Council as having legal effect include:

Rules HS-R2, R5, R6 and R9 in regard to hazardous substances on scheduled sites or areas of significance to Maori, significant natural areas or a scheduled heritage resource.

As the proposal does not involve hazardous substances, these rules are not relevant to the proposal. Neither is the site a scheduled site or area of significance to Maori, or a significant natural area, or a scheduled heritage resource.

Heritage Area Overlays – N/A as none apply to the application site.

Historic Heritage rules and Schedule 2 – N/A as the site does not have any identified (scheduled) historic heritage values.

Notable Trees – N/A – no notable trees on the site.

Sites and Areas of Significance to Maori – N/A – the site does not contain any site or area of significance to Maori.

Ecosystems and Indigenous Biodiversity – Rules IB-R1 to R5 inclusive.

No indigenous vegetation removal is proposed.

IB-R5 relates only to plantation forestry and activities and is therefore not relevant.

Subdivision (specific parts) – None of the subdivision provisions relevant to this proposal have legal effect.

Activities on the surface of water – N/A as no such activities are proposed.

Earthworks – Only some rules and standards have legal effect. These are Rules EW-R12 and R13 and related standards EW-S3 and ES-S5 respectively. EW-R12 and associated EW-S3 relate to the requirement to abide by Accidental Discovery Protocol if carrying out earthworks any artefacts are discovered. This requirement is a requirement under heritage legislation in any event. EW-13 and associated EW-S5 relate to ensuring Erosion and Sediment Control measures are in place during earthworks. No earthworks is proposed.

Signs – N/A – signage does not form part of this application.

Orongo Bay Zone – N/A as the site is not in Oronga Bay Zone.

7.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

7.1 Positive Effects

This proposal is the 19th of 24 residential developments provided for by the Moturoa Special Zone and Development Plan. Land use consent has previously been granted to build outside the identified Shed 5 area within which the building was supposed to be located. The

amended location is further from the coastal marine area and on more level ground, therefore requiring less earthworks.

This application simply tidies that up in terms of identifying an accurate leasehold 'area' for the previously consented construction. Everything is in line with the 18 previous residential dwellings provided for.

7.2 Minimum area for vacant new lots and new lots which already accommodate structures

The ODP does not provide minimum lot sizes for the Moturoa Island Zone. Neither does the PDP, simply stating in its SUB-S1 "all other zones – N/A".

7.3 Natural Hazards

The proposal simply defines an 'area' to accommodate existing built development. The underlying title is not mapped as being subject to any coastal erosion or flood hazard.

7.4 Water Supply

Water supply and storage is on-site, and existing.

7.5 Stormwater & wastewater

All development is existing with existing stormwater and wastewater management in place. As stated earlier in section 1.4 of this report, none of the other 18 leasehold titles include any easement for stormwater, wastewater, access, power or telecom.

7.6 Energy Supply and Telecommunications

Development is existing. No additional energy or telecommunications are required. See above comment in regard to 18 previous leasehold titles issued.

7.7 Easements for any Purpose

No new easements are proposed or required. See above comments.

7.8 Property Access

The property is an island. Access is by boat.

7.9 Earthworks

None required.

7.10 Building Location

The building that is to be within the new defined 'area' has been previously consented to be in the location it is.

7.11 Effects on Indigenous vegetation and habitat; Heritage Resources and Landscape and land set aside for conservation

This proposal has no adverse effect on indigenous vegetation or habitat. There is none within the 'area' as defined and no clearance or earthworks is required as part of this application. No heritage resources are identified on the island. The development to be within the new 'area' already exists and is one of 24 residential sites provided for in the special zone's Development Plan. Therefore this proposal has no adverse effect on landscape values. The underlying title is subject to a Conservation Covenant over a portion of the title. This is not affected by the proposal.

7.12 Soil

The proposal has nil impact on the life supporting capacity of soils.

7.13 Access to the Coastal Marine Area

The underlying title is 147ha in area. The new 'area' being defined to accommodate the dwelling previously consented, does not adjoin the coastal marine area. This proposal does not trigger any requirement for esplanade.

7.14 Land Use Incompatibility

No land use incompatibility issues arise. This is the 19th of 24 residential dwellings on Moturoa Island and is entirely consistent with the character of the island.

7.15 Natural Character of the Coastal Environment

Moturoa Island is naturally within the coastal environment. However, it is a special zone, with a Development Plan in place providing for up to 24 residential units. The proposal defines an area within which one of those residential units is located. The proposal is consistent with the Development Plan and does not create adverse effects on the natural character of the coastal environment given that this is the case.

8.0 STATUTORY ASSESSMENT

8.1 Operative District Plan Objectives and Policies

Objectives and policies relevant to this proposal are predominantly those listed in Chapter 18.1 Moturoa Island, and those in Chapter 13 Subdivision. These are discussed below where particularly relevant to this proposal.

Subdivision Objectives

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

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

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

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

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

Section 7.0 of this report addresses the matters raised in the above objectives. The subdivision is considered to be consistent with the purpose of the Moturoa Island Special Zone and to promote sustainable management of natural and physical resources of the District.

Development can be (already has been) carried out without creating adverse effects, including reverse sensitivity effects, of a minor or more than minor nature. There are no hazards identified. Water supply and on-site wastewater treatment and disposal is existing.

The interests of Maori have been taken into account. The island has power supply from the mainland, via undersea cable.

The island is not identified as outstanding landscape or natural feature in the ODP (13.3.3), and does not contain any scheduled heritage resources (13.3.4). Objective 13.3.6 only applies to Management Plan subdivisions.

Energy efficient design has not been considered, albeit shareholders/home owners can utilise solar at their discretion (13.3.9). The island is isolated and independent from any Council infrastructure (13.3.10). There is no National Grid (13.3.11).

Policies

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

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

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

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

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

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

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

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

- (a) clustering or grouping development within areas where there is the least impact on natural character and its elements such as indigenous vegetation, landforms, rivers, streams and wetlands, and coherent natural patterns;
- (b) minimising the visual impact of buildings, development, and associated vegetation clearance and earthworks, particularly as seen from public land and the coastal marine area;
- (c) providing for, through siting of buildings and development and design of subdivisions, legal public right of access to and use of the foreshore and any esplanade areas;
- (d) through siting of buildings and development, design of subdivisions, and provision of access that recognise and provide for the relationship of Maori with their culture, traditions and taonga including concepts of mauri, tapu, mana, wehi and karakia and the important contribution Maori culture makes to the character of the District (refer Chapter 2 and in particular Section 2.5 and Council's "Tangata Whenua Values and Perspectives" (2004);
- (e) providing planting of indigenous vegetation in a way that links existing habitats of indigenous fauna and provides the opportunity for the extension, enhancement or creation of habitats for indigenous fauna, including mechanisms to exclude pests;
- (f) protecting historic heritage through the siting of buildings and development and design of subdivisions.
- (g) achieving hydraulic neutrality and ensuring that natural hazards will not be exacerbated or induced through the siting and design of buildings and development.

The subdivision preserves the existing character of the site in relation to its location within the coastal environment. It does not create any adverse cumulative effects given that the dwelling to be within the 'lease area' is provided for by the Special Zone and is one of 24 sites shown on the Development Plan.

Access is by boat. There are minimal, if any, adverse effects on neighbouring properties, public roads or natural and physical resources. Sites are self sufficient in terms of water storage.

The interests of Maori have been taken into account, as have section 6 matters. The remainder of Policy 13.4.13 above is directed largely at management plan subdivisions, which this proposal is not.

The site contains no outstanding landscape or natural character values, and indigenous vegetation is protected via the existing Conservation Covenant applying to the eastern portion of the underlying title. The site is not subject to hazards.

Moturoa Island Special Zone

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.

This is an enabling objective recognising the Special Zone's Development Plan. This proposal is in general accordance with that Development Plan.

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.

The building is not within the build area shown on Appendix 6A mapped area. The building is located further away from the nearest foreshore and was positioned to minimise earthwork requirements, placing the building over flatter land rather than on steep land. This is in keeping with this objective, and the slight difference in location is considered to have less than minor effects.

18.1.3.3 To provide for the continued maintenance and enhancement of the conservation/wildlife areas on the island which have been gazetted as a Wildlife Refuge.

This proposal does not affect the part of the island subject to a Conservation Covenant.

18.1.4.1 That the western part of the island, where the existing dwellings are situated, be identified as the "development area" to recognise the existing and future development in that area.

The proposal is consistent with this policy. The building and proposed lease area is situated within this western development area.

18.1.4.2 That the eastern part of the Island (some 40ha) be identified as the "conservation area" and continue to be used for grazing and conservation/wildlife activities with provision being made for the erection and use of appropriate buildings for these purposes.

This is already achieved. This proposal represents no change to the eastern part.

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.

Not relevant to this 'subdivision' proposal as no building additions are proposed as part of this application. The proposal remains in general accordance with the development plan. The proposed lease area is to incorporate built development consented for what is identified as 'Shed 5' on DP 148037. The built development was consented to be outside of Shed 5's area. It is noted that the majority of other buildings' extent is also outside of the nominated areas shown on the appendix 6A plan, so this building's slight deviation is in keeping with previous examples of minor discrepancies.

18.1.4.4 That the commitment of the owners of the island to the conservation/wildlife development be accepted by the Council as reserves development in the context of any future requirements for esplanade reserves or esplanade strips in association with proposed dwelling additions or proposed dwellings in the development area. In recognition of this continuing commitment by the owners of the island, development in accordance with the zone provisions and the development plan shall not be subject to s230 of the Act or, any amended, replacement or other legislation relating to esplanade reserves or strips.

FNDC is required to continue to accept this, as described.

8.2 Proposed District Plan Objectives and Policies

PDP Subdivision Objectives (Officer's Recommended Amendments showing, noting however that decisions on submissions have yet to be endorsed or finalised by Hearings Panels):

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

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

The subdivision achieves the objectives of the special zone and relevant district wide objectives. It contributes to the existing and planned local character and sense of place of the special zone. Because development is existing, the proposal avoids reverse sensitivity issues. The island is run as a sheep farm and this will continue. There is no increased risk from natural hazard and less than minor adverse effects.

SUB-O2 Subdivision provides for the:

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

The site is not zoned General Rural or Rural Production. It is a special zone. There is therefore no requirement to protect highly productive land. In any event, the island has no highly productive land, being almost entirely LUC class 7. The site is coastal and contains indigenous vegetation. It is subject to a Conservation Covenant protecting that vegetation and natural character values. This proposal does not impact on that.

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

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

The property is an island, independent of any Council infrastructure. It is connected to mainland power by way of undersea cable across the channel.

SUB-O4

Subdivision is accessible, connected, and integrated with the surrounding environment including by ~~and~~ providing for:

a. Safe transport connections including active modes of public transport where practicable;
 b. new, and connection to existing public open spaces;
 c. esplanade where land adjoins the coastal marine area; and
 d. esplanade where land adjoins other qualifying water bodies.

The site is an island with no public transport available. There is no requirement for esplanade. Only the western end of the island is subject to development pursuant to the special zone's Development Plan.

SUB-OX

Subdivision protects the long-term availability and productive capacity of highly productive land by avoiding inappropriate subdivision that would compromise its use for farming and forestry activities.

N/A noting the zoning and absence of highly productive land.

SUB-OY

Subdivision occurs in a sequenced and coherent manner in locations and at a rate that enables growth and development to be supported by additional infrastructure.

Not relevant given that the site is an island independent of Council infrastructure.

SUB-P1 Enable boundary adjustments that:

Not relevant – application is not a boundary adjustment.

SUB-P2 Enable subdivision for the purpose of public works, infrastructure, reserves or access.

Not relevant – application does not involve public works, infrastructure, reserves or access lots.

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

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

The proposed lease area is consistent with the planned environment of the special zone. No minimum lot sizes apply. The building is existing and legal and physical access is by water.

SUB-P4

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

SUB-P5

Manage subdivision design and layout in the General Residential, Mixed Use, Medium Density Residential, Town Centre and Settlement zone....

N/A.

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

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

The island has power but is independent of any Council infrastructure.

SUB- P7

Require the vesting of esplanade reserves or esplanade strips when subdividing to specific allotment sizes land adjoining the coast or other qualifying water bodies.

There is no esplanade requirement.

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

Site is not zoned Rural Production.

SUB-PX

Avoid subdivision that:

- a. Within the Horticulture Precinct, is not provided for in PREC1-P5:
- b. In all other parts of the Rural Production Zone:.....

Site is not zoned Rural Production, nor in the proposed Horticulture Precinct.

SUB-P9

~~Avoid subdivision [sic] rural lifestyle subdivision in the Rural Production zone and Restrict rural residential subdivision in the Rural Lifestyle zone unless the development achieves the environmental outcomes required in the management plan subdivision rule.~~

The site is not zoned Rural Lifestyle.

SUB-P10

To protect amenity and character by avoiding the subdivision of minor residential units from

principal residential units where resultant allotments do not comply with minimum allotment size and residential density.

Not applicable. There are no minor residential units.

SUB-P11 Consider the following matters where relevant when assessing and managing the effects of subdivision:

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

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

Any relevant matters listed in the above policy have been had regard to / considered.

The site is naturally within the coastal environment noting that it is an island.

Coastal Environment Objectives and Policies:

CE-O1 The natural character of the coastal environment is identified and managed to ensure its long-term preservation and protection for current and future generations.

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.

The special zone and development plan give effect to both the above objectives. The lease area being proposed is consistent with the special zone and development plan.

Only some policies applying to the coastal environment have relevance to the application site and proposal. Policy CE-P1 is not relevant to a specific development within a specific site. CE-P2 is not relevant as there is no outstanding landscape or feature present. Policy CE-P5 applies to urban zones, which the application site is not. Policy CE-P6 relates to enabling farming activities. The island operates as a sheep farm, which is consistent with this policy. Policy CE-P7 refers to Maori Purpose and Treaty Settlement land only and is not relevant to this proposed development.

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.

Not overly relevant given the proposal is on an island subject to special planning provisions for its development.

CE-P8 Encourage the restoration and enhancement of the natural character of the coastal environment.

The Special Zone and Development Plan, along with the Conservation Covenant, give effect to this policy.

Policy CE-P9 is not relevant as nothing proposed is a 'prohibited' activity – which is the only thing this policy addresses.

In summary I believe the proposed development to be consistent with the PDP's coastal environment objectives and policies where these are relevant.

The underlying title has areas of outstanding landscape and high natural character. These are not affected by the proposed new 'lease area' which contains neither. I have not considered it necessary to assess the proposal against objectives and policies relating to either outstanding landscape or natural features.

Moturoa Island Zone objectives and policies:

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-O2

The natural characteristics and qualities of Moturoa Island are preserved and protected for current and future generations to enjoy and appreciate.

MIZ-O3

The ecological qualities of Moturoa Island are protected and enhanced.

MIZ-O1 not relevant as this application is not a land use. MIZ-O2 and O3 are achieved by way of the special zone and development plan, with which the proposal is consistent.

MIZ-P1

Enable the development of no more than 24 residential units in addition to the existing farmhouse and beach cottage, where it is of appropriate scale and in the building sites defined on the on the Council approved Moturoa Island Development Plan.

The lease area is to reflect the 19th of the 24 residential units. The residential unit is already constructed pursuant to land use consent already issued.

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.

Not relevant as the application is not for any of the activities listed.

MIZ-P3

Avoid development that is not in accordance with the Council approved Moturoa Island Development Plan or diminishes the characteristics and qualities of the following:

Not overly relevant given that the development is already consented and existing. This proposal is to define a lease area around that development.

MIZ-P4

Protect the ecological values of the island by enabling grazing activities on Moturoa Island outside of significant natural areas identified on the Council approved Moturoa Island Development Plan as conservation/wildlife areas.

Already achieved.

MIZ-P5

Encourage the enhancement of ecological and natural values by enabling ongoing conservation activities on Moturoa Island.

Already a feature of the Island's management.

MIZ-P6

Provide for built development outside of the development areas identified on the Council approved Moturoa Island Development Plan only where it is to support continued farming or conservation activities.

Not relevant. Development is within the development area.

MIZ-P7

Manage land use 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.*

All relevant matters listed in this policy have been had regard to where relevant.

8.3 Part 2 Matters

5 Purpose

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

The proposal is considered to provide for the sustainable management of natural and physical resources.

6 Matters of national importance

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

- (a) *the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development:*
- (b) *the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development:*
- (c) *the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna:*
- (d) *the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers:*
- (e) *the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga:*
- (f) *the protection of historic heritage from inappropriate subdivision, use, and development:*
- (g) *the protection of protected customary rights:*
- (h) *the management of significant risks from natural hazards.*

I consider the proposal to be an appropriate level of development for the site given its special zoning and the level of development being provided for. The current application is consistent with that level of development. The natural character of the coastal environment is provided for to the degree the development plan allows and/or requires. There are no outstanding landscape values. Indigenous vegetation is already protected. There is no requirement for public access. The proposal has had regard to the relationship of Maori with their ancestral lands, water and sites. There are no significant risks from natural hazards associated with the development

7 Other matters

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

- (a) *kaitiakitanga*:
 - (aa) the ethic of stewardship:
 - (b) the efficient use and development of natural and physical resources:
 - (ba) the efficiency of the end use of energy:
 - (c) the maintenance and enhancement of amenity values:
 - (d) intrinsic values of ecosystems:
 - (e) [Repealed]
 - (f) maintenance and enhancement of the quality of the environment:
 - (g) any finite characteristics of natural and physical resources:
 - (h) the protection of the habitat of trout and salmon:
 - (i) the effects of climate change:
 - (j) the benefits to be derived from the use and development of renewable energy.

The overall and ongoing Moturoa Island zone and development is well established. The proposed development will ensure the ongoing maintenance and enhancement of amenity values and the overall quality of the environment, and respects the intrinsic values of ecosystems.

8 Treaty of Waitangi

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

The principles of the Treaty of Waitangi have been considered and it is believed that this proposal does not offend any of those principles.

In summary, it is considered that all matters under s5-8 inclusive have been adequately taken into account.

8.4 NZ Coastal Policy Statement

The NZ Coastal Policy Statement (NZCPS) has relevance to this proposal due to the property's location within the "coastal environment". The following objectives and policies are considered relevant to the proposal.

Objective 2: *To preserve the natural character of the coastal environment and protect natural features and landscape values through.....*

The preservation of the natural character of the coastal environment must be seen in the context of the special zoning afforded the island and the permitted level of development on

the island. The special zone provides for 24 residential units as well as a number of supporting structures. This proposal is for a lease area around an existing dwelling, number 19 out of those 24. In this context, the proposal preserves the natural character of the coastal environment to the level it is required to. The island is not identified as outstanding landscape.

Objective 6: *To enable people and communities to provide for their social, economic, and cultural wellbeing and their health and safety, through subdivision, use, and development, recognising that:*

- *the protection of the values of the coastal environment does not preclude use and development in appropriate places and forms, and within appropriate limits;*

I consider the development to be an appropriate use of the site that provides for people's social and economic wellbeing.

Policy 6: *Activities in the coastal environment*

(1) In relation to the coastal environment:

.....(h) consider how adverse visual impacts of development can be avoided in areas sensitive to such effects, such as headlands and prominent ridgelines, and as far as practicable and reasonable apply controls or conditions to avoid those effects;

(i) set back development from the coastal marine area and other water bodies, where practicable and reasonable, to protect the natural character, open space, public access and amenity values of the coastal environment; and.....

I believe that the existing development and proposed lease area avoids adverse visual impacts of development on areas sensitive to such effect such as headlands and prominent ridgelines. In any event the built development is already consented and built. The development and lease area is set well back from the boundary with the coastal marine area.

Policy 13: *Preservation of natural character*

(1) To preserve the natural character of the coastal environment and to protect it from inappropriate subdivision, use, and development:

(a) avoid adverse effects of activities on natural character in areas of the coastal environment with outstanding natural character; and

(b) avoid significant adverse effects and avoid, remedy or mitigate other adverse effects of activities on natural character in all other areas of the coastal environment;

Policy 14 *Restoration of natural character*

Promote restoration or rehabilitation of the natural character of the coastal environment, including by :

....

And

Policy 15 *Natural features and natural landscapes*

To protect the natural features and natural landscapes (including seascapes) of the coastal environment from inappropriate subdivision, use, and development:

(a) avoid adverse effects of activities on outstanding natural features and outstanding natural landscapes in the coastal environment; and

(b) avoid significant adverse effects and avoid, remedy, or mitigate other adverse effects of activities on other natural features and natural landscapes in the coastal environment;

The above three policies are all relevant to the proposal, but only in the context of the baseline established by providing for a Special Zone and specified number of buildings within

that zone. I consider the proposal to be consistent with all three of the above policies for the reasons already outlined in this report.

I believe the proposal gives effects to the relevant objectives and policies in the NZ Coastal Policy Statement.

8.5 Other National Policy Statements and Environmental Standards

I have not identified any other relevant national policy statements or any environmental standards relevant to the proposal.

8.6 Regional Policy Statement for Northland

In preparing this application, the Regional Policy Statement for Northland has been considered, in particular those Objectives and Policies relevant to land identified as being within the "coastal environment". The proposal is considered consistent with the RPS in this regard given that it is in line with the level of development provided for in the Special Zone.

The site is not mapped as having any heritage and cultural values and no archaeological sites were identified on the site.

The site is subject to Conservation Covenant with substantial and ongoing efforts made and being made to enhance and protect habitat. In addition, there is ongoing management and control of plant and animal pests. This is consistent with objectives and policies in the Regional Policy Statement related to the enhancement of areas of indigenous vegetation.

The site does not contain any highly versatile soils.

Other relevant objectives and policies include:

Objective 3.5 Enabling economic wellbeing

Northland's natural and physical resources are sustainably managed in a way that is attractive for business and investment that will improve the economic wellbeing of Northland and its communities.

I believe the proposed development is a sustainable use of the site and provides for the property owners' social and economic wellbeing.

3.12 Regional form

Northland has sustainable built environments that effectively integrate infrastructure with subdivision, use and development, and have a sense of place, identity and a range of lifestyle, employment and transport choices.

The site is large and part of an approved Special Zone and Development Plan, with its own unique 'sense of place' and identity.

8.7 Regional Plan for Northland

No consent is required pursuant to the Regional Plan.

9.0 s95A-E ASSESSMENT

9.1 S95A Public Notification Assessment

A consent authority must follow the steps set out in s95A to determine whether to publicly notify an application for a resource consent. Step 1 specifies when public notification is mandatory in certain circumstances. No such circumstances exist. Step 2 of s95A specifies the circumstances that preclude public notification. No such circumstance exists and Step 3 of s95A must be considered. This specifies that public notification is required in certain circumstances. The application is not subject to a rule or national environmental standard that requires public notification. This report and AEE concludes that the activity will not have, nor is it likely to have, adverse effects on the environment that are more than minor. In summary public notification is not required pursuant to Step 3 of s95A.

9.2 S95B Limited Notification Assessment

A consent authority must follow the steps set out in s95B to determine whether to give limited notification of an application for a resource consent, if the application is not publicly notified pursuant to s95A. Step 1 identifies certain affected groups and affected persons that must be notified. None exist in this instance. Step 2 of s95B specifies the circumstances that preclude limited notification. No such circumstance exists and Step 3 of s95B must be considered. This specifies that certain other affected persons must be notified. The application is not for a boundary activity (by definition in the Act). The s95E assessment below concludes that there are no affected persons to be notified. There is no requirement to limited notify the application pursuant to Step 3.

9.3 S95D Level of Adverse Effects

The AEE in this report assesses effects on the environment and concludes that these will be no more than minor.

9.4 S95E Affected Persons

A person is an 'affected person' if the consent authority decides that the activity's adverse effects on the person are minor or more than minor (but are not less than minor). A person is not an affected person if they have provided written approval for the proposed activity. No written approvals have been sought in this instance. Consultation has been undertaken with local iwi, in this instance Ngati Rehia – refer to Appendix 9 to this application.

The proposal is not for any additional development rights or titles. It is consistent with the special zone's Development Plan and the island's conservation objectives. The site does not contain any archaeological site. Development is existing. The site is not adjacent to any land administered by the Department of Conservation. I do not believe that pre lodgement consultation is required with Heritage NZ, or Department of Conservation.

10.0 CONCLUSION

The site is considered suitable for the proposal, and effects on the wider environment are less than minor. The proposal is consistent with the relevant objectives and policies of the Operative and Proposed District Plans, the NZ Coastal Policy Statement, and the Regional Policy Statement, as well as Part 2 of the Resource Management Act.

There is no District Plan rule or national environmental standard that requires the proposal to be publicly notified and no persons have been identified as adversely affected by the proposal. No special circumstances have been identified that would suggest notification is required.

It is therefore requested that the Council grant approval to all components of this application, on a non notified basis, subject to appropriate conditions.



Lynley Newport
Senior Planner
Thomson Survey Ltd

Date 21st April 2026

Terranet Document Order

Attention: **Paul Francis**

Thank you for using Terranet's legal document ordering service.

**Your requested Certificate of Title with diagram has been processed.
Please find your order attached to this email.**

Order Details

Search Reference:	42A/1073
Document Type:	Certificate of Title with diagram
Land District:	Auckland
Order Date:	20 April 2026
CoreLogic Reference:	3288012/1

If you have any questions regarding this order please contact our Customer Support Team on 0800 355 355 or by emailing clientcare@cotality.com.

Terranet Customer Support Team

Level 14, 10 Brandon Street, Wellington
PO Box 4072
Wellington 6140, New Zealand

Important notice: This is an e-mail from CoreLogic NZ Limited. We do not accept responsibility for any changes to this email or its attachments after we have transmitted it. Unauthorised use: This e-mail (including any attachments) contains confidential information. If you have received this email in error, you may not read, use, copy or disclose this email or any of its attachments. Please advise us by return e-mail or telephone if you have received this email in error and then delete this e-mail together with all attachments. Viruses: CoreLogic NZ Limited does not represent or warrant that this e-mail or any files attached to this e-mail are free from computer viruses or other defects. Any attached files are provided, and may only be used, on the basis that the user assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from their use. The liability of CoreLogic NZ Limited is limited in any event to either the resupply of the attached files or the cost of having the attached files resupplied.



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

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
Motu Roa Island Limited

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

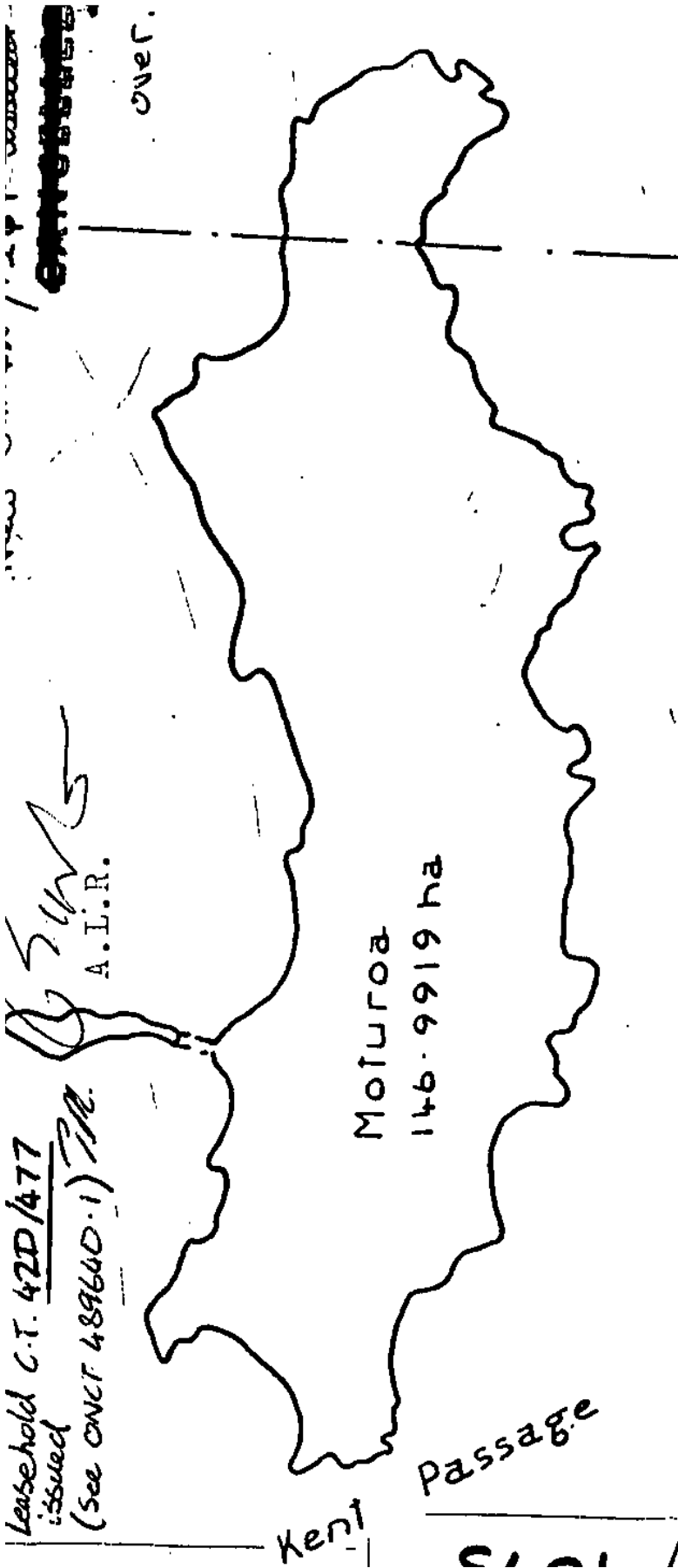
10106932.1 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 13.7.2015 at 3:35 pm

10314848.1 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

13351519.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 10.7.2025 at 6:23 pm



APPENDICES

Appendix 1	Draft RDS – LT 628706
Appendix 2	Scheme Plan
Appendix 3	RC 2130226-RMALUC and 2130226-RMAVAR/A
Appendix 4	CCC's 2015-633 and 2019-603
Appendix 5	Overall Site & Services Plan (drawn 2019)
Appendix 6	Draft Lease Instrument
Appendix 7	Location Map
Appendix 8	Title Information
Appendix 8A	Title information for Area 10 (as example only)
Appendix 9	Record of Consultation

Code Compliance Certificates and Resource Consents

1. CCC-2019-603/3
2. CCC-2015-633/1
3. 2130226-RMAVAR/A
4. 2130226-RMALUC

14 March 2023

Moturoa Island Limited
33 Telephone Road
Birkenhead
Auckland 0626

Building consent number: CCC-2019-603/3
Property ID: 3315824
Address: , Moturoa Island, Paihia 0200
Description: (Stage 2) To Construct 6 Bedroom Dwelling with 3 Freestanding Fire Places ; Includes Amended Plans - Change of fireplace, updated plumbing layout, removal of polycarbonate roofing, cladding updated, HWC removed; Structural drawings updated @ Moturoa Island

Dear Sir / Madam

Issue of Code Compliance Certificate (CCC)

Congratulations on successfully completing your building project.

A Code Compliance Certificate (CCC) has now been issued for your building project.

This brings the consent process to its conclusion and your property files have been updated accordingly.

Thank you for choosing to build in the Far North.

Yours sincerely,



Kelsey Gordon
Building Team
Delivery and Operations

Emailed to: paul@fqarchitects.co.nz

**FORM 7
CODE COMPLIANCE CERTIFICATE**

Section 95, Building Act 2004

Building Consent Number: CCC-2019-603/3

THE BUILDING

Street Address of Building:
Moturoa Island, Paihia 0200

Legal description of land where building is located:
AREAS 1 - 9 DP 420530 ON MOTUROA
ISLAND DP 85957 BLK XIII KERIKERI SD
BLK XIII BAY OF ISLANDS SD

Building Name:

Level/Unit Number:

Current, lawfully established, use:
2.0 Housing

Location of Building within site / block number:

Year first constructed:
2019

THE OWNER

Name of Owner:
Moturoa Island Limited

Contact Person Name:
Paul Francis

Mailing Address:
Private Bag 652
Paihia 0247

Street Address / Registered Office:
As Above

Phone Number:

Landline:
09 520 0734

Mobile:
021 272 6453

Daytime:

After Hours:

Facsimile Number:

Email Address:
jane@ndc.co.nz

Website:

First point of contact for communications with the building consent authority:

Paul Francis
PO Box 33
368 Takapuna
Auckland 1332
Ph: 021 272 6459
Email: paul@fgarchitects.co.nz

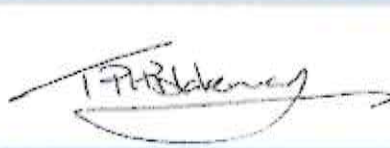
BUILDING WORK

The following building work is authorised and issued by Far North District Council:
(Stage 2) To Construct 6 Bedroom Dwelling with 3 Freestanding Fire Places ; Includes Amended Plans - Change of fireplace, updated plumbing layout, removal of polycarbonate roofing, cladding updated, HWC removed; Structural drawings updated @ Moturoa Island

CODE COMPLIANCE

- The building consent authority named below is satisfied, on reasonable grounds that the building work complies with the building consent (Building Act 2004).

Signature:



Position:

Trent Blakeman
Manager - Building Services
Far North District Council (Building Consent Authority)

On behalf of:

Date:

06 March 2023



Far North
District Council

6 November 2020

Moturoa Island Limited
C/- Jane Beca
PO Box 33368
Takapuna
Auckland 0630

Building consent number: CCC-2015-633/1
Property ID: 3315824
Address: Moturoa Island, Moturoa Island, Paihia 0252
Description: Stage 1 of House Project - Siteworks; Retaining Walls; Drainage; Onsite Effluent Disposal System; Foundations and Lower Floor of House; plus Shed and Foundations for Boat Shed including Amendment To Stage 1 Dwelling Relocation, Additional Decking And Internal Layout Changes, Shed Size Increase and Delete Concrete Slab, Relocate 3 x Water Tanks and Amended Plans to Stage 1 Project: Minor Amendment includes: Change to Piling Layout, Additional Block work to Main Substructure, Storage Structure made Smaller, Main Building Reduced in Size

Dear Sir / Madam

Issue of Code Compliance Certificate (CCC)

Congratulations on successfully completing your building project.

A Code Compliance Certificate (CCC) has now been issued for your building project.

This brings the consent process to its conclusion and your property files have been updated accordingly.

Thank you for choosing to build in the Far North.

Yours sincerely,

A handwritten signature in cursive script that reads "Horiana Hepi".

Horiana Hepi
Building Team
District Services

Emailed to: paul@fgarchitects.co.nz



Far North
District Council

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

Application No: 2130226-RMAVAR/A

Te Kaunihera o Tai Tokerau Ki Te Raki

7 October 2016

Francis Family Trust
C/- Francis Group Architects
PO Box 33368
Takapuna 0630

Dear Sir/Madam

Re: **RESOURCE CONSENT APPLICATION BY Francis Family Trust**

I am pleased to inform you that your application for resource consent has been approved. The decision is enclosed for your information. The application was considered and determined under authority delegated to the Team Leader Resource Consents of the Far North District Council, pursuant to Section 34A of the Resource Management Act 1991.

It is very important that you understand and comply with any conditions of consent. If you have any questions or concerns about any aspect of your consent or its conditions, please contact the planner who prepared the decision.

Please note that you will be sent either an invoice or credit note depending on the actual cost of processing your application. Any additional costs shown on an invoice need to be paid by the 20th of the month following the date of the invoice. If you receive a credit note, you have the option of requesting a refund by bank transfer, or transferring the amount to any other Council account. Please advise and supply a printed bank deposit slip and allow 10 working days for the refund to be processed.

If you have any further queries regarding this matter, please contact the reporting Planner.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Natasha'.

Natasha Reihana
Planning Support
Resource Consents Department





FAR NORTH OPERATIVE DISTRICT PLAN
DECISION ON RESOURCE CONSENT APPLICATION (Section 127)

Resource Consent Number: 2130226-RMAVAR/A

Pursuant to section 127 of the Resource Management Act 1991 (the Act), the Far North District Council hereby grants resource consent to:

Francis Family Trust

The activity to which this decision relates:

To change the conditions of 2130226 -RMAVAR/A being a consent to construct a dwelling, boatshed and undertake associated earthworks

Subject Site Details

Address: Moturoa Island, Moturoa Island, Paihia 0271
Legal Description: Areas 1 - 9 DP 420530 on Moturoa Island DP 85957 Blk XIII Kerikeri SD Blk XIII Bay of Islands SD
Certificate of Title reference: NA-42A/1073

The following changes are made to the consent conditions:

Condition 1 amended to read:

The activity shall be carried out in accordance with the approved plans prepared by Francis GP Architects, referenced Shed 5 DP 148037 Moturoa Island and:

- ~~Location Plan 2, sheet RC01, Rev A, dated 15.3.2013;~~
- ~~Site Plan, sheet RC04, Rev A, dated 15.3.2013;~~
- ~~Contextual Sections A, B & C, sheet RC05, Rev A, dated 15.3.2013;~~
- ~~Contextual Elevations North & South, sheet RC06, Rev A, dated 15.3.2013;~~
- ~~Ground Floor Plan, sheet RC07, Rev B, dated 16.03.2013~~
- ~~Roof Plan, sheet RC08, Rev A, dated 1.3.2013;~~
- ~~Elevations North and South, sheet RC09, Rev A, dated 15.3.2013;~~
- ~~Shed Plan & Elevations, sheet RC10, dated 15.3.2013;~~
- ~~House Site Sections A, B & C, sheet RC11, Rev A, dated 15.3.2013;~~
- ~~House Site Sections D, sheet RC12, Rev A, dated 15.3.2013;~~
- ~~Excavation Plan, RC13, sheet Rev A, dated 15.3.2013;~~
- ~~Drainage Plan, RC14, sheet Rev A, dated 15.3.2013;~~
- ~~Boatshed Plan & Elevations, sheet RC15, Rev A, dated 15.3.013;~~

- Overall Site Plan, sheet A.01 not dated
- Site Plan, sheet RC.04 dated 12.09.2016
- Excavation Plan, RC.13 dated 12.09.2016
- House Site Sections A, B & C, RC11 dated 06.09.2016
- House Site Section D, RC12 dated 06.09.2016
- Contextual Elevations North and South, sheet RC.09 dated 12.09.2016
- Roof Plan, sheet RC.08 Revision 1, dated 12.09.2016
- Ground Floor Plan, sheet RC.07 dated 12.09.2016
- Contextual Sections B&C sheet RC.05 Revision 1 dated 06.09.2016
- Drainage Plan sheet RC14 dated 12.09.2016
- Boatshed Plan & Elevations, sheet RC.15 dated 12.09.2016

all attached to this consent with the Councils "Approved Stamp" affixed to them.

For the purpose of clarity the complete amended conditions of consent are as follows:

1. The activity shall be carried out in accordance with the approved plans prepared by Francis GP Architects, referenced Shed 5 DP 148037 Moturoa Island and:

- ~~Location Plan 2, sheet RC01, Rev A, dated 15.3.2013;~~
- ~~Site Plan, sheet RC04, Rev A, dated 15.3.2013;~~
- ~~Contextual Sections A, B & C, sheet RC05, Rev A, dated 15.3.2013;~~
- ~~Contextual Elevations North & South, sheet RC06, Rev A, dated 15.3.2013;~~
- ~~Ground Floor Plan, sheet RC07, Rev B, dated 16.03.2013~~
- ~~Roof Plan, sheet RC08, Rev A, dated 1.3.2013;~~
- ~~Elevations North and South, sheet RC09, Rev A, dated 15.3.2013;~~
- ~~Shed Plan & Elevations, sheet RC10, dated 15.3.2013;~~
- ~~House Site Sections A, B & C, sheet RC11, Rev A, dated 15.3.2013;~~
- ~~House Site Sections D, sheet RC12, Rev A, dated 15.3.2013;~~
- ~~Excavation Plan, RC13, sheet Rev A, dated 15.3.2013;~~
- ~~Drainage Plan, RC14, sheet Rev A, dated 15.3.2013;~~
- ~~Boatshed Plan & Elevations, sheet RC15, Rev A, dated 15.3.013;~~

- Overall Site Plan, sheet A.01 not dated;
- Site Plan, sheet RC.04 dated 12.09.2016;
- Excavation Plan, RC.13 dated 12.09.2016;
- House Site Sections A, B & C, RC11 dated 06.09.2016;
- House Site Section D, RC12 dated 06.09.2016;
- Contextual Elevations North and South, sheet RC.09 dated 12.09.2016;
- Roof Plan, sheet RC.08 Revision 1, dated 12.09.2016;
- Ground Floor Plan, sheet RC.07 dated 12.09.2016;
- Contextual Sections B&C sheet RC.05 Revision 1 dated 06.09.2016;
- Drainage Plan sheet RC14 dated 12.09.2016;
- Boatshed Plan & Elevations, sheet RC.15 dated 12.09.2016;

all attached to this consent with the Councils "Approved Stamp" affixed to them.

2. The dwelling and associated shed shall be constructed in a natural cedar board and batten material which is to be unpainted. The glass used for the dwelling shall be non reflective.
3. The colour of the joinery and roof for the dwelling and associated shed shall be recessive and shall have a reflectance value of 30% or less. The chosen colour(s) shall be submitted with the Building Consent application for Councils approval.
4. The colour of the boat shed shall be in a recessive colour scheme and shall have a reflectance value no greater than 30%. The chosen colour(s) shall be submitted with the Building Consent application for Councils approval.
5. The materials and colours approved under conditions 2, 3, 4 & 5 shall be maintained for the duration of the consent unless otherwise approved by Councils duly delegated officer or by way of a resource consent application.

6. The two staircases that provide access to the shed (located by the dwelling) and beach shall be in timber and shall either be stained or left in their natural colour.
7. The quad bike track shall be a maximum of 2.2m in width, except where required for safety (corners or curved areas) it can be 2.8m. The track shall be kept in grass rather than being metalled.
8. Prior to lodging a Building Consent for the dwelling and/or associated shed a detailed landscaping plan from a suitably qualified person shall be submitted for Councils approval. The landscaping shall be designed to reduce the visual impact of the two buildings, track, water tanks and associated earthworks and shall be in keeping with the character of the surrounding landscape and shall at a minimum be located in the areas identified on the approved plans. The plan shall be drawn to a recognised scale, specify the plan types, their numbers, and height at planting. It should also include a maintenance schedule due to the difficult growing conditions on the Island.
9. The landscaping plan approved under condition 8 shall be completed within 6 months of the dwelling being constructed and shall be maintained for the duration of the consent. If any plants die they shall be replaced within the following planting season. The approved landscaping shall also be maintained in accordance with the maintenance schedule until the plants are well established.
10. That earthworks shall be carried out generally in accordance with the approved Excavation plan and the Location plan which shows the area to be filled and re-contoured. If fill is not located in all 3 identified areas, written notice is to be given to Council, so that the records can be accurately updated.
11. Prior to undertaking any earthworks the Consent Holder shall ensure that stormwater diversions and silt control measures are in place and work on the site is carried out in accordance with Auckland Council TP90 Erosion and Sedimental Control Guidelines.
12. All exposed surfaces and areas to be filled shall be spread with topsoil and regressed within 6 months of the completion of the works.
13. Retain all existing vegetation cover down slope of the earthworks to facilitate the filtering of silt from stormwater runoff.
14. Prior to undertaking any earthworks construct a clean water diversion drain around the top of the building area to divert stormwater runoff from the area of earthworks.
15. The area identified for effluent disposal is to remain undisturbed by earthworks and un compacted by construction traffic, except it may be spread with topsoil to enhance effluent disposal.
16. In the event that unrecorded subsurface archaeological remains are uncovered during any earthworks, all work must cease within 5m of the remains and the NZ Historic Places Trust and Dr Caroline Phillips archaeological consultant must be contacted immediately.

Advice Notes

1. Archaeological sites are protected pursuant to the Heritage New Zealand Pouhere Taonga Act 2014. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority issued pursuant to that Act. Should any site be inadvertently uncovered, the procedure is that work should cease, with the Trust and local iwi consulted immediately. The New Zealand Police should also be consulted if the discovery includes koiwi (human remains). A copy of Heritage New Zealand's Archaeological Discovery Protocol (ADP) is attached for your information. This should be made available to all person(s) working on site.

Reasons for the Decision

1. The Council has determined (by way of an earlier report and resolution) that the adverse environmental effects associated with the proposed changes are no more than minor and that there are no affected persons or affected order holders.
2. The proposed activity is considered to have adequately taken into account, and be consistent with, relevant statutory provisions, including the objectives and policies from Chapter 18 of the Operative Far North District Plan.

The variations proposed, and the development itself, is considered not contrary to the objectives and policies of the NZ Coastal Policy Statement, which recognises that continual development of established built environments are appropriate if it does not result in a change to the existing character and it does not adversely impact the water quality of the surrounding coastal waters and any heritage values.

3. Part 2 Matters
The Council has taken into account the purpose & principles outlined in sections 5, 6, 7 & 8 of the Act. It is considered that granting this resource consent application achieves the purpose of the Act.
4. In summary it is considered that the activity is consistent with the sustainable management purpose of the RMA.
1. In summary it is considered that the proposed changes are consistent with the sustainable management purpose of the RMA.

Approval

This resource consent has been prepared by Alice Hosted and is granted under delegated authority (pursuant to section 34A of the Resource Management Act 1991) from the Far North District Council by:



Lynley Newport, Manager Resource Consents

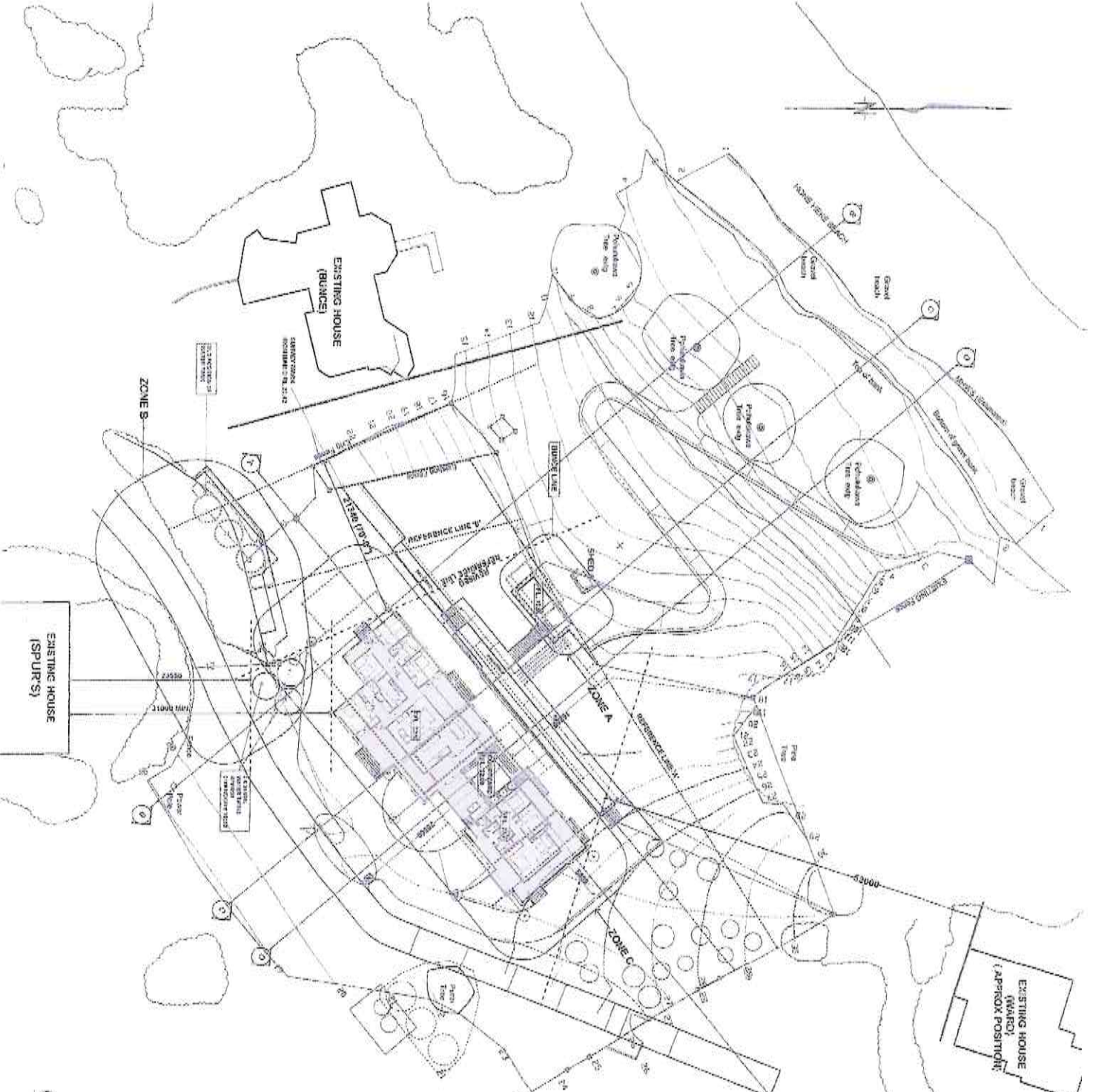
7th October 2016
Date

Right of Objection

If you are dissatisfied with the decision or any part of it, you have the right (pursuant to section 357A of the Resource Management Act 1991) to object to the decision. The objection must be in writing, stating reasons for the objection and must be received by Council within 15 working days of the receipt of this decision.

Lapsing Of Consent

You should note that the granting of this consent for a change or cancellation of conditions does not affect the lapsing date of the underlying consent for the proposed activity.



NOTES:
 1. THIS PLAN IS APPROVED AS SHOWN.
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

KEY	
	IN CURRENT PC POSITION OF THE HOUSE
	REVISED PC POSITION OF THE HOUSE
	IN CURRENT PC POSITION OF THE WATER TANKS
	REVISED PC POSITION OF THE WATER TANKS

NOTE:
 ZONE A - THE EASTERN WING ONCE AGAIN HAS THE SAME FLOOR LEVEL BUT WAS SHIFTED OVER. SMALL ROOM SHED HAS SHIFTED APPROXIMATELY 2m TO THE NORTH-EAST (REFER DETAILED REPORT)
 ZONE B - THE THREE WATER TANKS HAS BEEN RELOCATED APPROXIMATELY 20m IN AN EASTERN DIRECTION THESE TANKS WILL BE SET AMONGST SCREEN PLANTING (REFER DETAILED REPORT)
 ZONE C - THE RESIDENCE WAS SHIFTED OVER SLIGHTLY IN A NORTH-EASTERN DIRECTION FROM WHERE IT HAS BEEN CURRENTLY CONSIDERED. THE FLOOR PLAN AND SECTION SEEN ENCLOSED VERIFICATION WAS ALSO SHIFTED AROUND SLIGHTLY THE FORMS AND FLOOR LEVELS HAVE STAYED THE SAME (REFER DETAILED REPORT)

APPROVED PLAN
 PLANNER *Office Hostler*
 RC 2150226 - Date *3/10/2016*
 VAK

OVERALL SITE PLAN
 SCALE 1:250 @ A1:150 @ A3

PROJECT:	NEW HOUSE 5 ANGLIARY
CLIENT:	WICKES STAGE 1
DATE:	19/11/2015
BY:	FRANCIS
FOR:	FOR FRANCIS FAMILY TRUST
TYPE:	SITE PLAN
SCALE:	1:250 @ A1:150 @ A3
DATE:	19/11/2015
BY:	FRANCIS
FOR:	FOR FRANCIS FAMILY TRUST



FRANCIS ARCHITECTS
 100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

NOTES:
 1. THIS PLAN IS SUBJECT TO ALL CITY ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 2. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 3. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 4. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 5. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 6. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 7. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 8. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 9. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 10. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.

- KEY**
- NOTE 1: EXISTING APPROVED DISTANCE ESTIMATED FROM AERIAL PHOTO
 - NOTE 2: 2'-3/4" OR 170'-67" DISTANCE FROM EXISTING FENCE TO NEW REFERENCE LINE
 - NOTE 3: 3'-00" MIN DISTANCE OF THE BUILDING FROM SPUR'S HOUSE
 - NOTE 4: 10'-00" OR 1' WATER TANKS APPROX 3' THROUGH A 25'-00"
 - NOTE 5: REVISED REFERENCE LINE

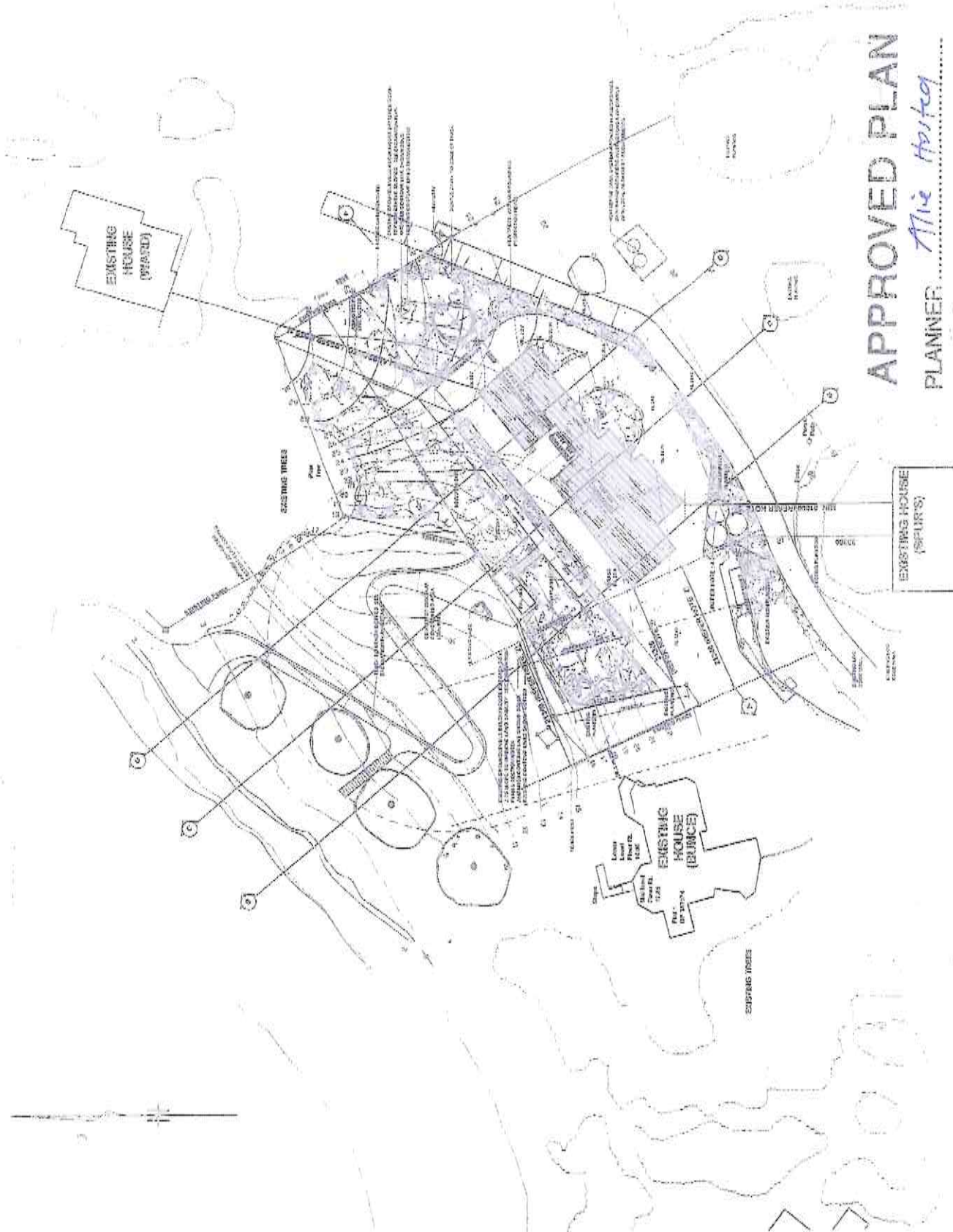
NOTES:
 1. THIS PLAN IS SUBJECT TO ALL CITY ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 2. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 3. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 4. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.
 5. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE CITY OF CHICAGO, ILLINOIS, AND ALL APPLICABLE ORDINANCES, ORDINANCES, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS.



FRANCIS ARCHITECTS, INC.
 1100 N. LA SALLE ST. SUITE 200
 CHICAGO, ILLINOIS 60610
 TEL: 312.467.1100
 FAX: 312.467.1101
 WWW.FRANCISARCHITECTS.COM

PROJECT: SHEETS: 01-1001
 CLIENT: VICTORIAN ISLAND
 DATE: 10/10/2016
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

NO.	DATE	DESCRIPTION
1	10/10/2016	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		



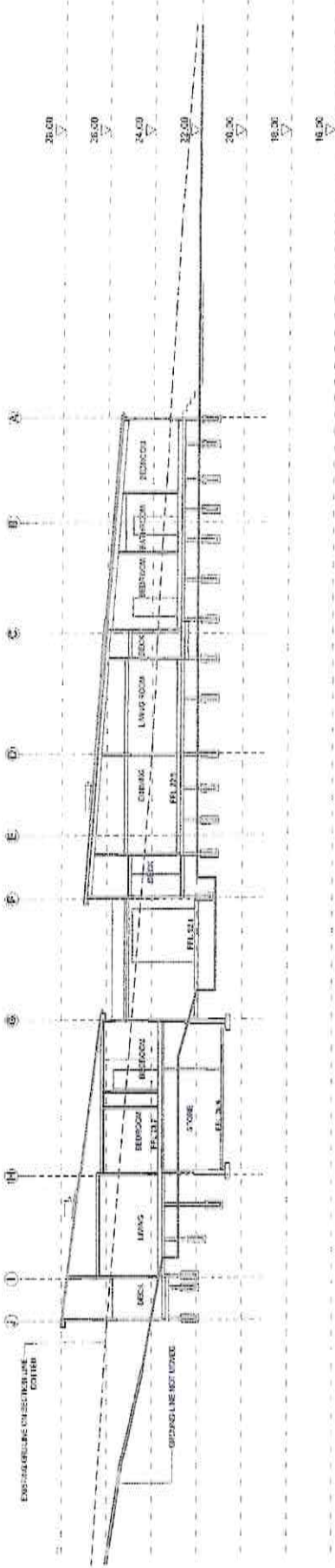
APPROVED PLAN

PLANNER: *Mie Horig*
 RC 2130226 Date 3/10/2016
 Vm

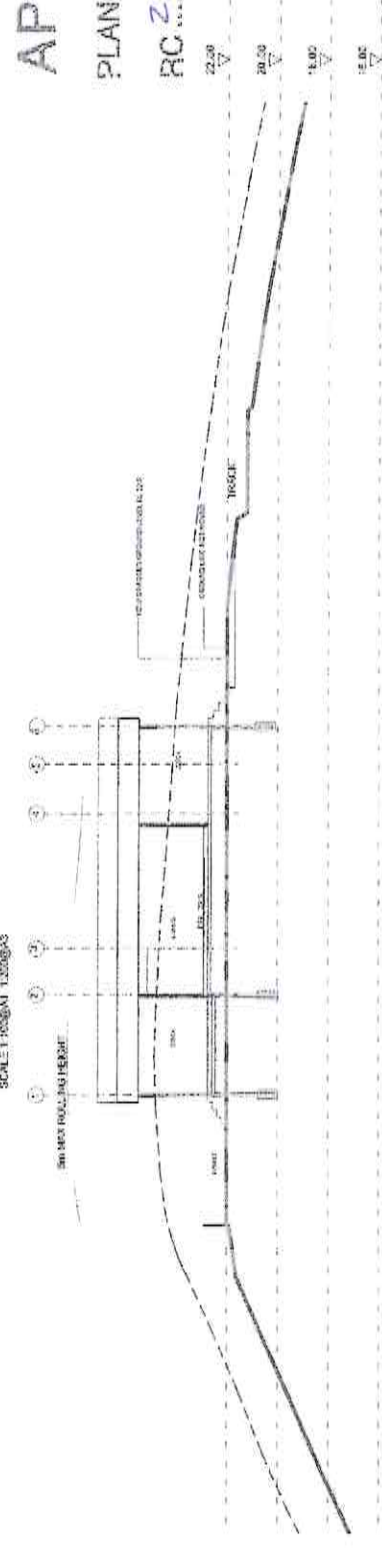
SITE PLAN
 SCALE: 1/250 @ 11.50x8.5

NOTES:

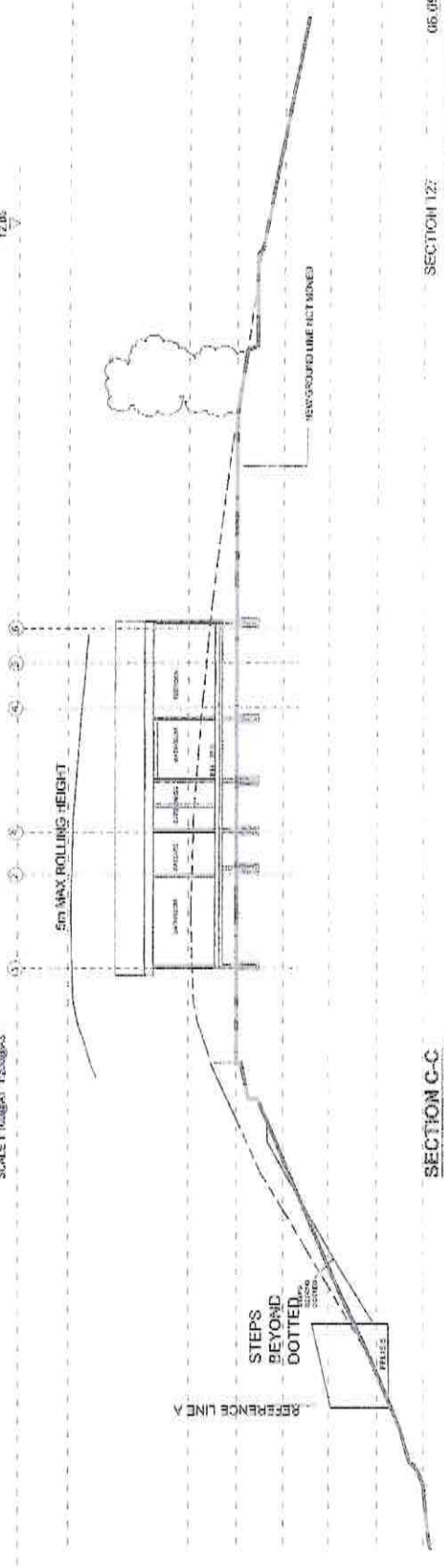
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING ACT 2004 & THE BUILDING REGULATIONS 2004.



SECTION A-A LONGITUDINAL SECTION
 SCALE 1:100 (M) 1:200 (S)



SECTION B-B
 SCALE 1:100 (M) 1:200 (S)



SECTION C-C
 SCALE 1:100 (M) 1:200 (S)

APPROVED PLAN
 PLANNER *Alice Hosten*
 RC 213.022-6 Date 3/10/2016
 VAR



FRANCOIS ARCHITECTURE LIMITED
 111 RIVERVIEW DRIVE, SUITE 101, RIVERVIEW, ONTARIO, CANADA M2H 1A7
 416-491-8228

PROJECT	SHED 3
DATE	03-10-2016
CLIENT	AGRIUM ISLAND
LOCATION	AGRIUM ISLAND
SCALE	1:100 (M) 1:200 (S)
PROJECT NO.	213.022-6
DATE	3/10/2016
BY	Alice Hosten
CHECKED BY	
DATE	

SECTION 127
 FOR RESOURCE CONSENT
 06.09.2016

NOTES

- 1. CONTRACTOR RESPONSIBLE FOR ALL UTILITIES.
- 2. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 3. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 4. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 5. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 6. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 7. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 8. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 9. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.
- 10. ALL UTILITIES TO BE DELETED OR RELOCATED TO THE PROPOSED LOT LINES.

NOTICE OF DISCLOSURE

THIS PLAN IS APPROXIMATE ONLY. REFER TO SURVEY DRAWING FOR EXACT DIMENSIONS AND INFORMATION. OVERLAY ONLY. THIS SUBJECT TO SUBMITTAL.

APPROVED PLAN

PLANNER... *Alice Horkley*

RC 2130226 DATE 7/10/2016



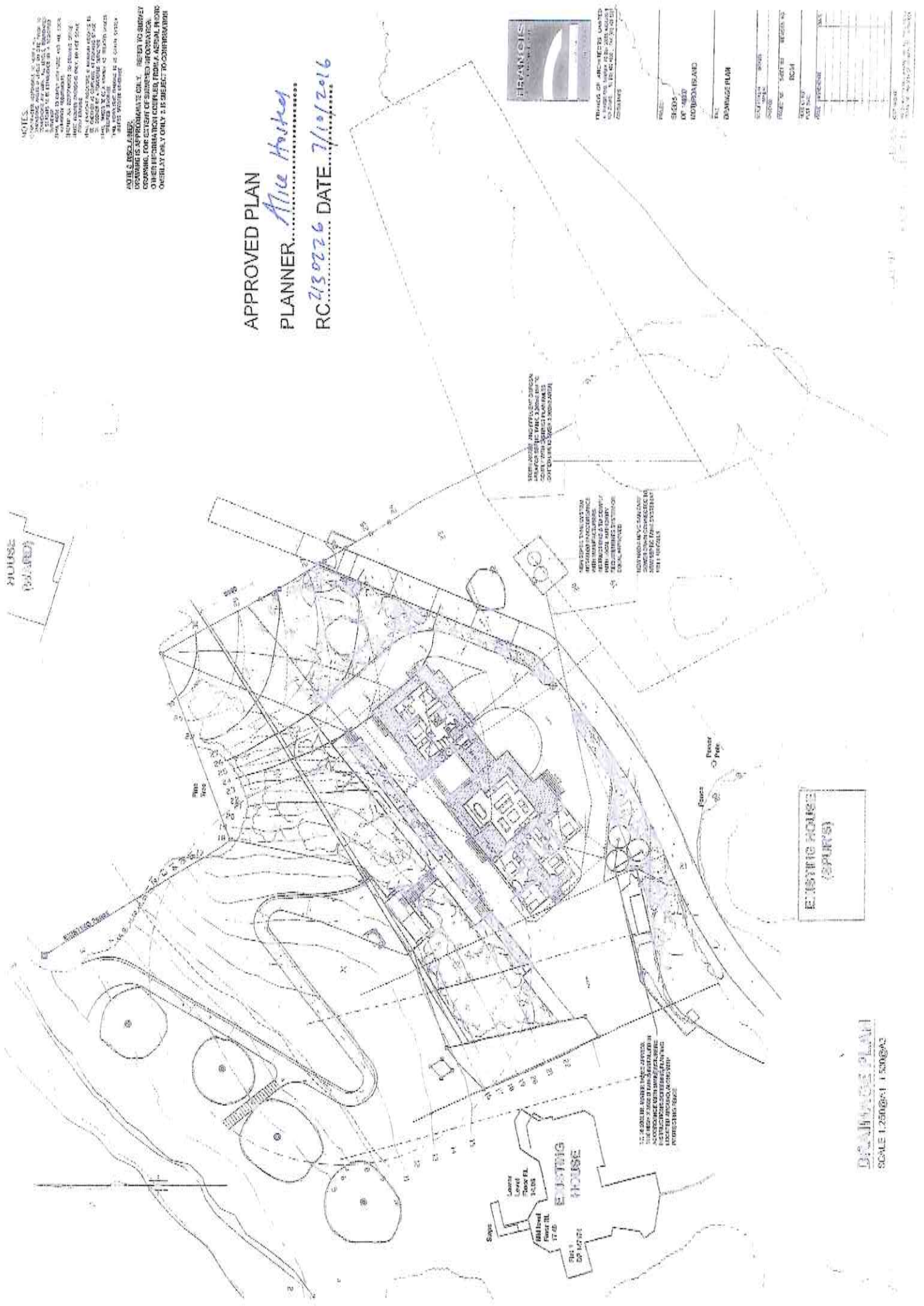
FRANCIS ARCHITECTS LIMITED
1000 WEST 10TH AVENUE, SUITE 100
EDMONTON, ALBERTA T6C 0G7
CANADA

PROJECT	2130226
SHEETS	OF 0820
DATE	07/10/2016
DESIGNED BY	ALICE HORKLEY
CHECKED BY	ALICE HORKLEY
DATE	07/10/2016

SCALE	1:500
DATE	07/10/2016
PROJECT NO.	2130226
CLIENT	RC2130226

NO.	DATE	DESCRIPTION
1	07/10/2016	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

HOUSE (REMOVED)



EXISTING HOUSE (REMOVED)
REMOVED HOUSE (REMOVED)
REMOVED HOUSE (REMOVED)

EXISTING HOUSE (REMOVED)
REMOVED HOUSE (REMOVED)
REMOVED HOUSE (REMOVED)

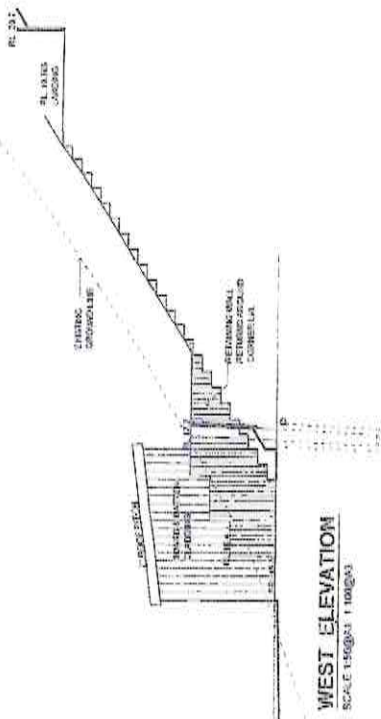
EXISTING HOUSE (REMOVED)
REMOVED HOUSE (REMOVED)
REMOVED HOUSE (REMOVED)

EXISTING HOUSE
Level
Floor PL
1:500
Floor PL
1:500
Floor PL
1:500

EXISTING HOUSE (SPUR(S))

EXISTING HOUSE PLAN
SCALE 1:2500 (1:500@A2)

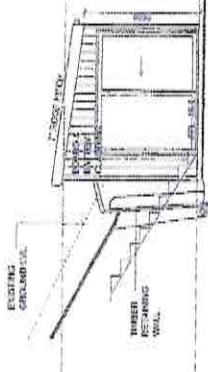
NOTES
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS TO BE USED IN CONSTRUCTION ARE AS SHOWN ON THESE PLANS.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. FINISH GRADE SHALL BE AS SHOWN ON THESE PLANS.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 7. ALL UTILITIES SHALL BE PROTECTED AND DEEPLY REPAIRED OR REPLACED AS NECESSARY.
 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING GRASSY AREA AND REVEGETATE AS NECESSARY.
 9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



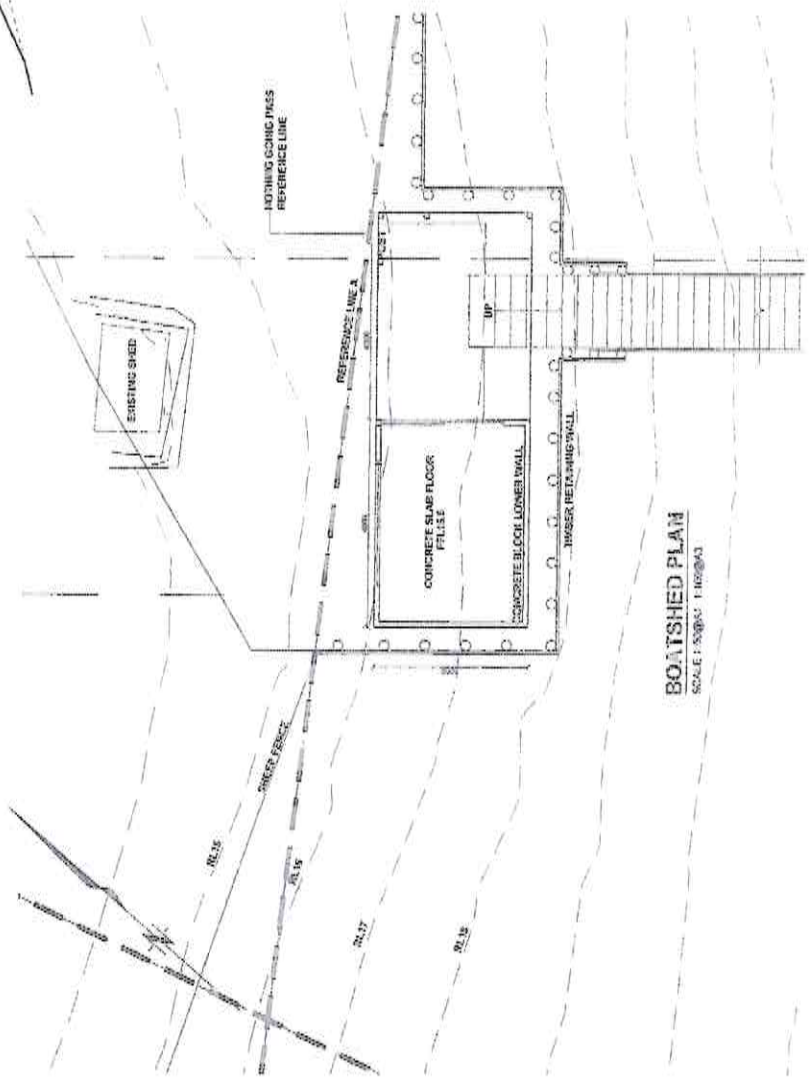
WEST ELEVATION
 SCALE 1/8"=1'-0"



NORTH ELEVATION
 SCALE 1/8"=1'-0"



EAST ELEVATION
 SCALE 1/8"=1'-0"



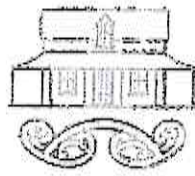
BOATSHED PLAN
 SCALE 1/8"=1'-0"



FRANCIS ARCHITECTS LIMITED
 47-51 RIVERVIEW ROAD
 WILSONS PROMENADE
 SYDNEY NSW 1510
 PHONE: (61) 2 955 1111
 FAX: (61) 2 955 1112
 EMAIL: info@francis.com.au

PROJECT:	SHEDS
CLIENT:	OP 15007
LOCATION:	WILSONS PROMENADE
DATE:	12/20/2015
DESIGNER:	FRANCIS ARCHITECTS
SCALE:	1/8"=1'-0"
PROJECT NO.:	OP 15007
REVISION NO.:	01
DATE OF REVISION:	12/20/2015
BY:	
CHECKED BY:	
DATE:	

APPROVED PLAN
 PLANNER: *Alice Hosten*
 RC 7/30/2016 DATE: 7/16/2016



HERITAGE NEW ZEALAND
POUHĒRE TAONGA

Heritage New Zealand Discovery Protocol for unidentified Archaeological Sites:

Archaeological sites are protected from modification and damage under the Heritage New Zealand Pouhere Taonga Act 2014 (HNZPT Act 2014) In the event that an unidentified archaeological site(s), koiwi tangata human remains or artefacts of Maori origin are located during works and an authority has not been obtained, the following applies;

1. Work shall cease immediately at that place.
2. The contractor must shut down all machinery, secure the area and advise the Site Manager.
3. The Site Manager shall secure the site and notify the Heritage New Zealand and HNZPT Northern Area Archaeologist (archaeologistNA@heritage.org.nz : DDI 09 4070473 cell 0272490864). Further assessment by a qualified archaeologist may be required.
4. If the site is of Maori origin the Site Manager shall also notify the appropriate iwi groups/Kaitiaki representative of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, as long as all statutory requirements under legislation are met (HNZPT Act 2014, Protected Objects Act 1975).
5. If skeletal remains/koiwi tangata are uncovered the Site Manager shall advise the NZ Police and HNZPT Northern Area Archaeologist (archaeologistNA@heritage.org.nz: DDI 09 4070473 cell 0272490864)and the appropriate iwi groups/Kaitiaki representative and the above process under 4 shall apply. Remains are not to be moved until such time as iwi and Heritage New Zealand have both responded.
6. Works affecting the archaeological site and any human remains (koiwi tangata), shall not resume until Heritage New Zealand gives written approval for work to continue. Further assessment by a qualified archaeologist may be required.
7. Where iwi so request, any information recorded as the result of the find such as a description of location and content, is to be provided for their records.
8. Heritage New Zealand will determine if an authority under the HNZPT Act 2014 is required for works to continue and shall advise timeframes and commencement of works.

It is an offence under S87 of the HNZPT Act 2014 to damage, or destroy an archaeological site without an authority from the NZHPT irrespective of whether the works are permitted or a consent has been issued under the RMA.

ADP is not a default mechanism for the lack of appropriate identification of archaeological sites, where there is reasonable cause to suspect that unrecorded sites may exist and be affected by works. Nor should it be referenced in lieu of professional archaeological advice.

<http://www.heritage.org.nz/protecting-heritage-archaeology/archaeological-authorities>



Far North
District Council

Private Bag 752, Mavorua Ave
Kaitiaki 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

2130226-RMALUC
For: Moturoa Island, Moturoa Island, Paihia 0271

Te Kaunihera o Tai Tokerau Ki Te Raki

7 May 2013

Francis Family Trust
PO Box 33368
Takapuna
Auckland 0740

Dear Paul

Re: RESOURCE CONSENT APPLICATION BY Francis Family Trust

I am pleased to inform you that an amended consent has been issued pursuant to Section 133(A) of the Resource Management Act 1991.

Condition 7 has been changed to enable the quad track to be formed up to 2.8m in width. This change has been made due to safety concerns being raised over the use of quad bikes on a track with a width of 1.5m.

If you have any further queries regarding this matter, please contact the person who signed this letter through our Call Centre on 0800 920 029.

Yours faithfully

Tammy Wooster
Resource Planner
Environmental Management



FAR NORTH DISTRICT COUNCIL

**FAR NORTH OPERATIVE DISTRICT PLAN
DECISION ON RESOURCE CONSENT APPLICATION (LANDUSE)**

Resource Consent Number: 2130226-RMALUC

Pursuant to sections 104B & D of the Resource Management Act 1991 (the Act), the Far North District Council hereby grants consent to:

Francis Family Trust

To construct a dwelling, shed and boat shed and undertake associated earthworks

Subject Site Details

Address: Moturoa Island, Bay of Islands
Legal Description: Shed 5 Deposited Plan 148037
Certificate of Title reference: NA-88A/544

Pursuant to Section 108 of the Act, this consent is issued subject to the following conditions:

1. The activity shall be carried out in accordance with the approved plans prepared by Francis GP Architects, referenced Shed 5 DP 148037 Moturoa Island and:
 - Location Plan 2, sheet RC01, Rev A, dated 15.3.2013;
 - Site Plan, sheet RC04, Rev A, dated 15.3.2013;
 - Contextual Sections A, B & C, sheet RC05, Rev A, dated 15.3.2013;
 - Contextual Elevations North & South, sheet RC06, Rev A, dated 15.3.2013;
 - Ground Floor Plan, sheet RC07, Rev B, dated 16.03.2013
 - Roof Plan, sheet RC08, Rev A, dated 1.3.2013;
 - Elevations North and South, sheet RC09, Rev A, dated 15.3.2013;
 - Shed Plan & Elevations, sheet RC10, dated 15.3.2013;
 - House Site Sections A, B & C, sheet RC11, Rev A, dated 15.3.2013;
 - House Site Sections D, sheet RC12, Rev A, dated 15.3.2013;
 - Excavation Plan, RC13, sheet Rev A, dated 15.3.2013;
 - Drainage Plan, RC14, sheet Rev A, dated 15.3.2013;
 - Boatshed Plan & Elevations, sheet RC15, Rev A, dated 15.3.013;

all attached to this consent with the Councils "Approved Stamp" affixed to them.

2. The dwelling and associated shed shall be constructed in a natural cedar board and batten material which is to be unpainted. The glass used for the dwelling shall be non reflective.
3. The colour of the joinery and roof for the dwelling and associated shed shall be recessive and shall have a reflectance value of 30% or less. The chosen colour(s) shall be submitted with the Building Consent application for Councils approval.

4. The colour of the boat shed shall be in a recessive colour scheme and shall have a reflectance value no greater than 30%. The chosen colour(s) shall be submitted with the Building Consent application for Councils approval.
5. The materials and colours approved under conditions 2, 3, 4 & 5 shall be maintained for the duration of the consent unless otherwise approved by Councils duly delegated officer or by way of a resource consent application.
6. The two staircases that provide access to the shed (located by the dwelling) and beach shall be in timber and shall either be stained or left in their natural colour.
7. The quad bike track shall be a maximum of 2.2m in width, except where required for safety (corners or curved areas) it can be 2.8m. The track shall be kept in grass rather than being metalled.
8. Prior to lodging a Building Consent for the dwelling and/or associated shed a detailed landscaping plan from a suitably qualified person shall be submitted for Councils approval. The landscaping shall be designed to reduce the visual impact of the two buildings, track, water tanks and associated earthworks and shall be in keeping with the character of the surrounding landscape and shall at a minimum be located in the areas identified on the approved plans. The plan shall be drawn to a recognised scale, specify the plan types, their numbers, and height at planting. It should also include a maintenance schedule due to the difficult growing conditions on the Island.
9. The landscaping plan approved under condition 8 shall be completed within 6 months of the dwelling being constructed and shall be maintained for the duration of the consent. If any plants die they shall be replaced within the following planting season. The approved landscaping shall also be maintained in accordance with the maintenance schedule until the plants are well established.
10. That earthworks shall be carried out generally in accordance with the approved Excavation plan and the Location plan which shows the area to be filled and re-contoured. If fill is not located in all 3 identified areas, written notice is to be given to Council, so that the records can be accurately updated.
11. Prior to undertaking any earthworks the Consent Holder shall ensure that stormwater diversions and silt control measures are in place and work on the site is carried out in accordance with Auckland Council TP90 Erosion and Sedimental Control Guidelines.
12. All exposed surfaces and areas to be filled shall be spread with topsoil and regressed within 6 months of the completion of the works.
13. Retain all existing vegetation cover down slope of the earthworks to facilitate the filtering of silt from stormwater runoff.
14. Prior to undertaking any earthworks construct a clean water diversion drain around the top of the building area to divert stormwater runoff from the area of earthworks.
15. The area identified for effluent disposal is to remain undisturbed by earthworks and un compacted by construction traffic, except it may be spread with topsoil to enhance effluent disposal.
16. In the event that unrecorded subsurface archaeological remains are uncovered during any earthworks, all work must cease within 5m of the remains and the NZ

Historic Places Trust and Dr Caroline Phillips archaeological consultant must be contacted immediately.

Advice Notes

1. Archaeological sites are protected pursuant to the Historic Places Act 1993. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority obtained from the trust. Should any site be inadvertently uncovered, the procedure is that work should cease, with the trust and local iwi consulted immediately. The New Zealand Police should also be consulted if the discovery includes koiwi (human remains). Please find attached for your reference a copy of the accidental discovery protocol (ADP), which should be made available to all person(s) working on site.

Statutory Information

1. Pursuant to section 102 of the Local Government Act 2002, the Far North District Council has prepared and adopted a development contributions policy. Under this policy, the activity to which this consent relates may be subject to development contributions.

You will be advised of the assessment of the development contributions payable under separate cover in the near future. It is important to note that the development contributions must be paid prior to commencement of the work or activity to which this consent relates.

Further information regarding council's development contributions policy may be obtained from the long term council community plan (LTCCP) or council's web page at www.fndc.govt.nz

Reasons for the Decision

1. **Description of the Activity:**
To construct a dwelling, associated shed and a boat shed and undertake associated earthworks.
2. **District Plan Rules Affected:**
The proposed activity does not comply with permitted activity rules 18.1.6.1.1 (Location of Residential Activities) & 18.1.6.1.3 (Visual Amenity) of the Operative District Plan and is a non complying activity in accordance with rule 18.1.6.3 of the Operative District Plan.
3. **Principal Issue[s] In Contention and Main Findings on those Issues:**
Issues:
 - a) The visual effects of the proposal due to the building work being over 25m² and the dwelling being located outside the permitted location area;
 - b) Potential adverse effects associated with the volume of earthworks proposed and the concern over unidentified archaeological remains being affected;

Main Findings:

- a) It was determined that the visual effects of the building project would be no more than minor due to conditions being imposed regarding materials, colours, reflectance and landscaping and it being located in the "development area" of the island, which is already developed with other residential units.
- b) The applicant provided an archaeological report, that did not identify any archaeological remains in the area to be developed with the dwelling and

associated shed and a condition has been imposed that ensures the protection of any archaeological sites in the unlikely event they are discovered. It was considered the adverse visual effects associated with the proposed earthworks would be no more than minor due to the proposed landscaping, and that the building themselves acting as a screen.

4. Relevant Statutory Provisions:

Policy Statements & Plan Provisions:

While the development is located in a coastal environment, it is recognised that the Island has been developed, with the eastern part of the Island (approximately 40ha) as a conservation area, with the balance of the land being designated for farming and future residential development, with associated ancillary sheds.

Due to the proposal occurring in the "development area" of the island it is considered that it is not contrary to the objectives and policies of the NZ Coastal Policy Statement, which recognises that continual development of established built environments are appropriate if it does not result in a change to the existing character and it does not adversely impact the water quality of the surrounding coastal waters and any heritage values.

In terms of the Far North District Plan, it is considered that it is not contrary to the objectives and policies of Chapter 12 or 18, as it has been demonstrated that the earthworks will be carried out in a manner that will avoid and mitigate any associated adverse effects, and that the "special zone" provides for the ongoing development of this part of the Island. It was also recognised that up to 24 houses and their associated ancillary buildings and facilities for storage of pleasure crafts are expected to be constructed in this "development area".

Part 2 Matters

The Council has taken into account the purpose & principles outlined in sections 5, 6, 7 & 8 of the Act. It is considered that granting this resource consent application achieves the purpose of the Act.

5. Notification and Affected Parties



The Council has determined (by way of an earlier report and resolution) that the adverse environmental effects associated with the proposed activity are no more than minor and that there are no affected persons or affected order holders.

6. Overall Evaluation

It is considered that this proposal passes both threshold tests, as it has been determined that the overall effects are no more than minor and that it is not contrary to the objectives and policies of the relevant planning regulations.

Approval

This resource consent has been prepared by Tammy Wooster, Resource Planner and is granted under delegated authority (pursuant to section 34A of the Resource Management Act 1991) from the Far North District Council by:


Pat Killalea, Principal Planner

Date

Right of Objection

If you are dissatisfied with the decision or any part of it, you have the right (pursuant to section 357A of the Resource Management Act 1991) to object to the decision. The objection must be in writing, stating reasons for the objection and must be received by Council within 15 working days of the receipt of this decision.

Lapsing Of Consent

Pursuant to section 125 of the Resource Management Act 1991, this resource consent will lapse 5 years after the date of commencement of consent unless, before the consent lapses;

The consent is given effect to; or

An application is made to the Council to extend the period of consent, and the council decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) of the Resource Management Act 1991.

PROPOSED NEW HOUSE ON MOTUROA ISLAND FOR THE FRANCIS FAMILY TRUST

RESOURCE CONSENT APPLICATION

DRAWING LIST

Drawing No	Drawing Title	Scale @ A1
RC.00	COVER SHEET	n/a
RC.01	LOCATION PLAN. TOWN PLANNING SUMMARY.	1:2000
RC.02	CONTEXT PLAN. WITH AERIAL PHOTO OVERLAY.	1:400
RC.03	EXISTING SITE SURVEY PLAN	1:250
RC.04	SITE PLAN.	1:250
RC.05	CONTEXTUAL SECTIONS	3:200
RC.06	CONTEXTUAL ELEVATIONS. FROM SEA & LAND.	1:200
RC.07	GROUND FLOOR PLAN	1:100
RC.08	ROOF PLAN	1:100
RC.11	SECTIONS A-A, B-B, C-C	1:100
RC.12	SECTIONS D-D	1:100
RC.13	EXCAVATION PLAN	1:200
RC.14	DRAINAGE PLAN	1:200

NOTES:
 1. THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND SHOULD NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
 2. THIS DRAWING IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED.
 3. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT.
 4. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE.
 5. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 6. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 7. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 8. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.



FRANCIS ARCHITECTS LIMITED
 100/102, THE SQUARE, AUCKLAND
 PH: 09 308 6000
 FAX: 09 308 6001
 WWW.FRANCISARCHITECTS.CO.NZ

PROJECT NO: 100/102

CLIENT: FRANCIS FAMILY TRUST

DATE: 10/10/2013

SCALE: 1:200

DRAWN BY: J. FRANCIS

CHECKED BY: J. FRANCIS

DATE: 10/10/2013

SCALE: 1:200

DRAWN BY: J. FRANCIS

CHECKED BY: J. FRANCIS

DATE: 10/10/2013

SCALE: 1:200

DRAWN BY: J. FRANCIS

CHECKED BY: J. FRANCIS

DATE: 10/10/2013

SCALE: 1:200

DRAWN BY: J. FRANCIS

CHECKED BY: J. FRANCIS

DATE: 10/10/2013

SCALE: 1:200

DRAWN BY: J. FRANCIS

CHECKED BY: J. FRANCIS

DATE: 10/10/2013

SCALE: 1:200

DRAWN BY: J. FRANCIS

CHECKED BY: J. FRANCIS

DATE: 10/10/2013

SCALE: 1:200

FOR RESOURCE CONSENT

NOTES:
 1. THIS DOCUMENT IS THE PROPERTY OF WILLIAMS & KIRK. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE.
 2. THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KIRK.



WILLIAMS & KIRK ARCHITECTS LIMITED
 100, THE QUAYS, AUCKLAND, NEW ZEALAND
 PHONE: 09 308 6200
 FAX: 09 308 6201
 E-MAIL: info@williams-kirk.co.nz
 WEBSITE: www.williams-kirk.co.nz
 PROJECT: SHEET 5 OF 5
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 DATE: 14 JAN 11
 SCALE: AS SHOWN
 SHEET NO: 5 OF 5

GENERAL NOTES

1. THIS DOCUMENT IS THE PROPERTY OF WILLIAMS & KIRK. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE.
2. THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KIRK.

AMENDMENTS

No.	Date	Description
1	14 Jan 11	Issue for Client

Copyright
 This document and the copyright in this document remain the property of Williams & Kirk. The contents of this document may not be reproduced in whole or in part without the prior written consent of Williams & Kirk.

DATE 14 Jan 11

JOB/CLIENT
 Frances Gp Architects

SHEET TITLE:
 Site plan of
 SHED 5
 DP 148037
 MOTUROA ISLAND

Scale: 1:500

DATE: 14 Jan 11

PROJECT: SHED 5

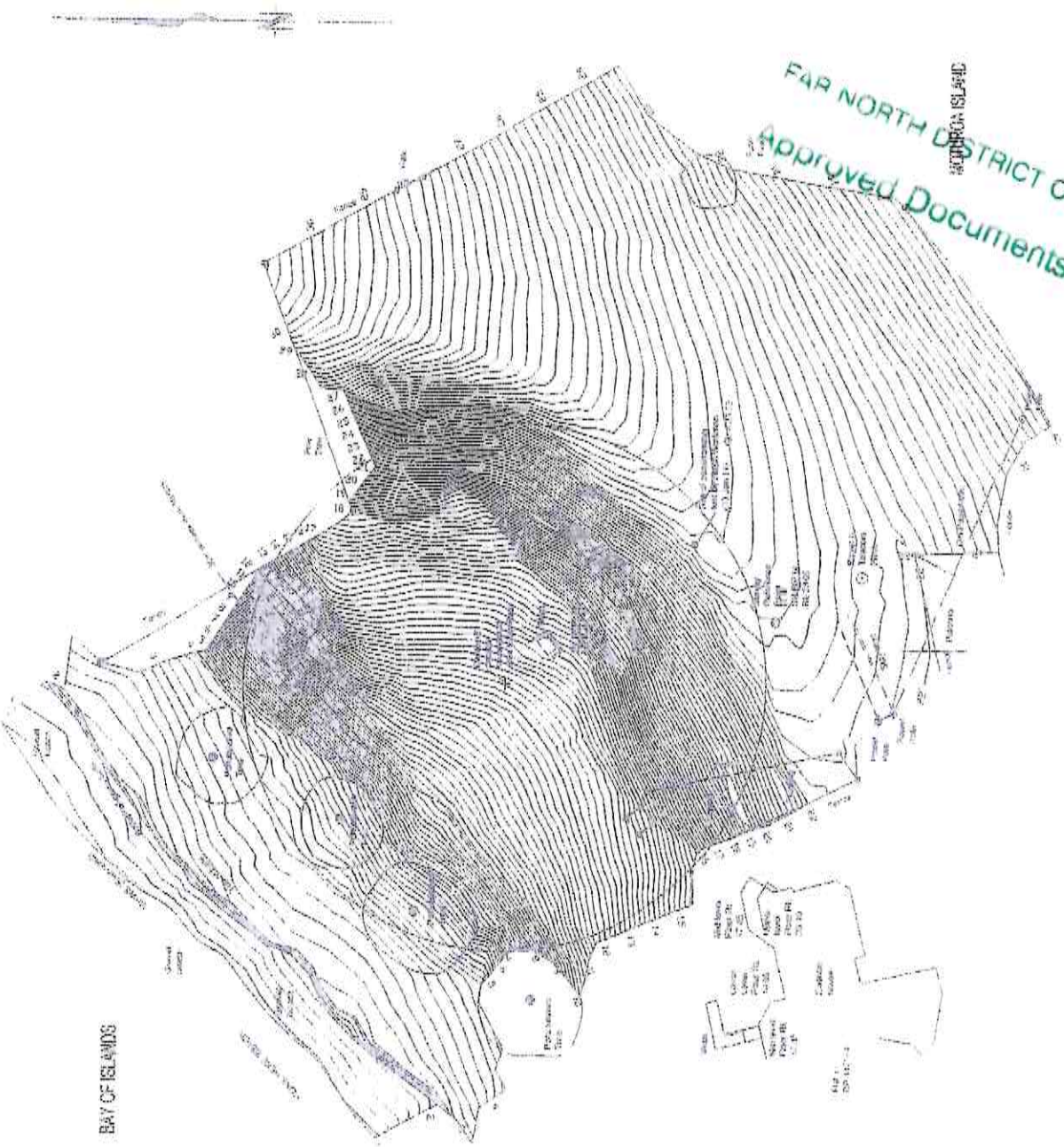
DRAWN BY: J. HARRIS

CHECKED BY: J. HARRIS

DATE: 14 Jan 11

SCALE: AS SHOWN

SHEET NO: 5 OF 5

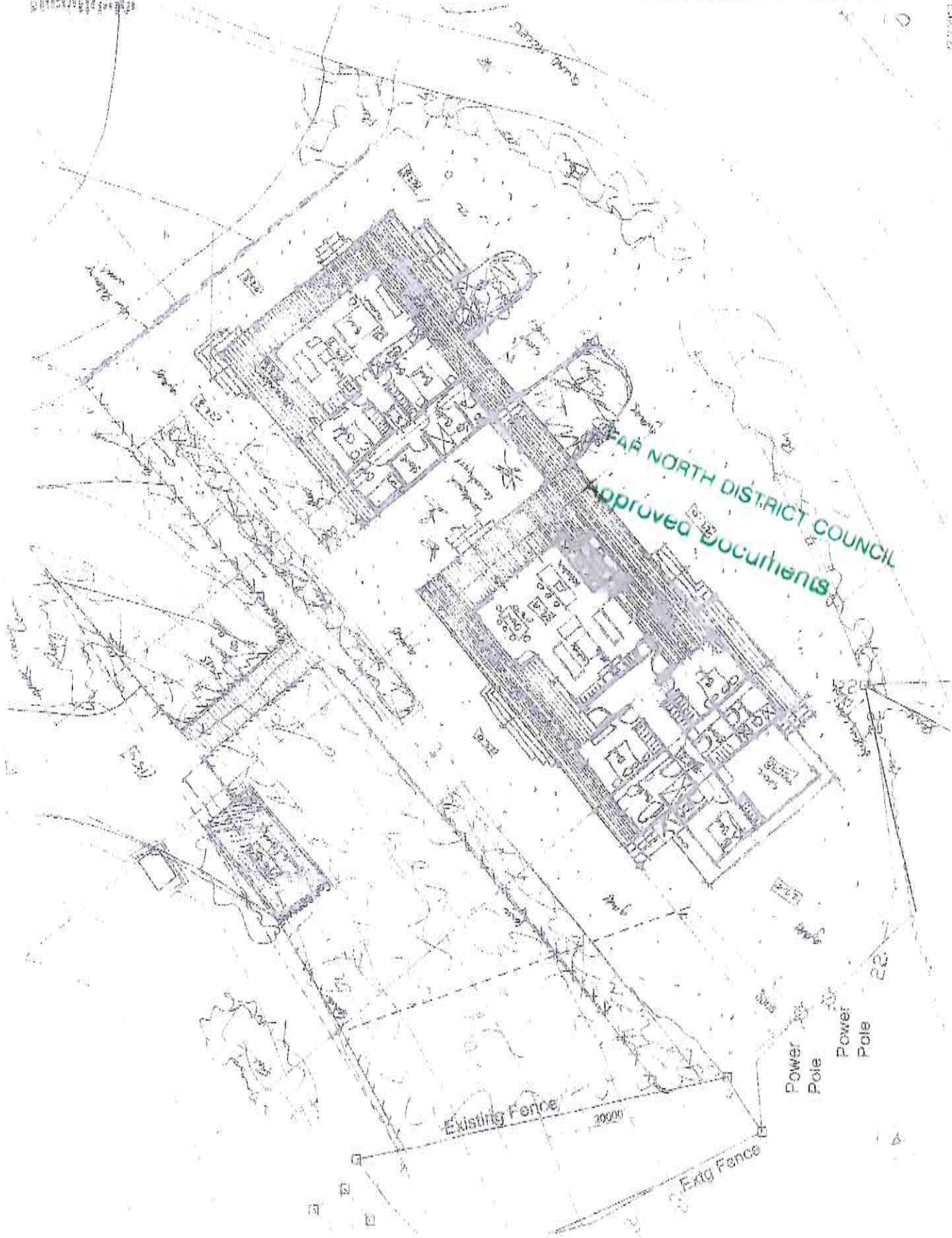


FOR RESOURCE CONSENT

NOTE:
 1. ALL DIMENSIONS ARE IN METERS.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

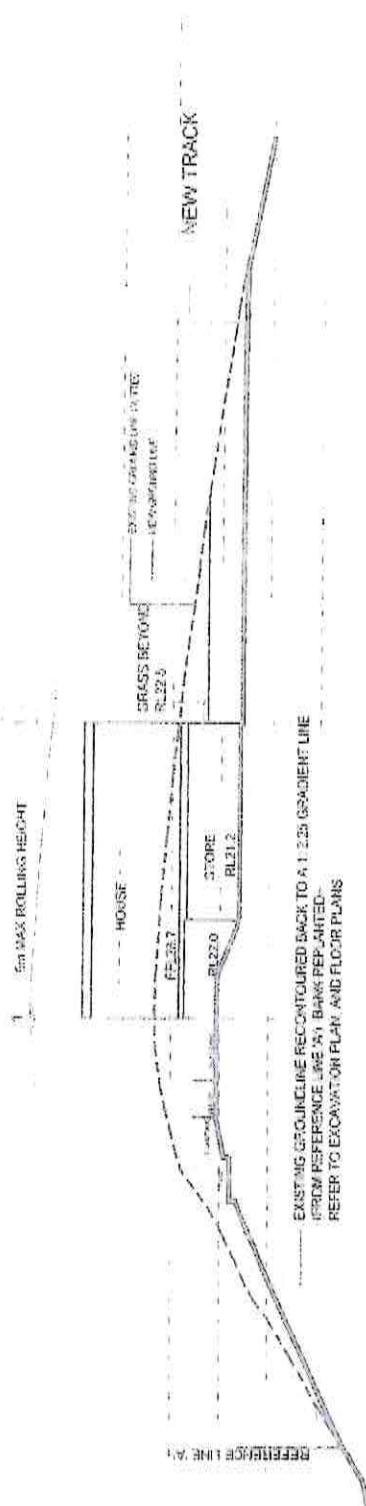


PROJECT NO. 2018/001
 PROJECT NAME: FAR NORTH DISTRICT COUNCIL
 PROJECT LOCATION: FAR NORTH DISTRICT COUNCIL
 PROJECT DATE: 2018/001
 PROJECT STATUS: FOR RESOURCE CONSENT
 PROJECT TYPE: PUBLIC WORKS
 PROJECT PHASE: DESIGN
 PROJECT DESCRIPTION: FAR NORTH DISTRICT COUNCIL
 PROJECT CONTACT: PROJECT MANAGER
 PROJECT CONTACT: PROJECT MANAGER
 PROJECT CONTACT: PROJECT MANAGER



FOR RESOURCE CONSENT

NOTES
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
 2. THE PROPOSED TRACK ALIGNMENT IS SHOWN BY A DASHED LINE.
 3. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 4. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 5. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 6. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 7. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 8. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 9. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.
 10. THE PROPOSED TRACK ALIGNMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKING REGULATIONS AND STANDARDS.



SECTION D-D
 SCALE 1:100 @ 1:300 @

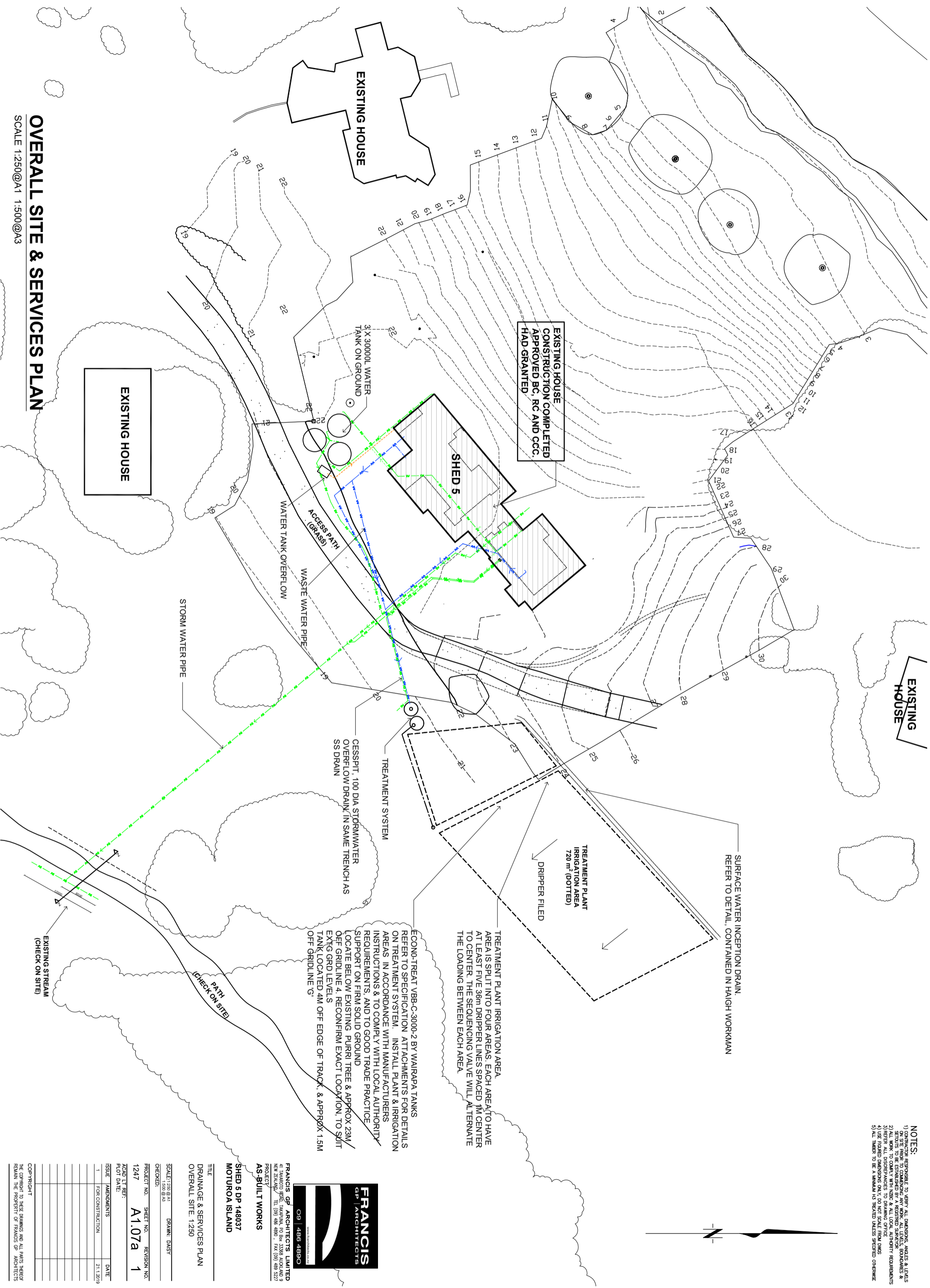


FRANCOIS
 ENGINEERS
 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.

FAR NORTH DISTRICT COUNCIL
 Approved Documents

27.2.2015
 FOR RESOURCE CONSENT

- NOTES:**
- 1) CONTRACTOR RESPONSIBLE TO VERIFY ALL DIMENSIONS, ANGLES & LEVELS ON SITE PRIOR TO COMMENCING ANY WORK. ALL LEVELS, BOUNDARIES & DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR.
 - 2) ALL WORK TO COMPLY WITH NZBC & ALL LOCAL AUTHORITY REQUIREMENTS.
 - 3) REFER ALL DISCREPANCIES TO DRAWING OFFICE.
 - 4) USE DIMENSIONS ONLY, DO NOT SCALE FROM DWGS.
 - 5) ALL DIMENSIONS TO BE A MINIMUM UNLESS SPECIFIED OTHERWISE.



EXISTING HOUSE CONSTRUCTION COMPLETED APPROVED BC, RC AND CCC. HAD GRANTED

EXISTING HOUSE

EXISTING HOUSE

OVERALL SITE & SERVICES PLAN

SCALE 1:250@A1 1:500@A3

SURFACE WATER INCEPTION DRAIN. REFER TO DETAIL, CONTAINED IN HAIGH WORKMAN

TREATMENT PLANT IRRIGATION AREA 720 m² (DOTTED)

DRIPPER FILED

TREATMENT PLANT IRRIGATION AREA. AREA IS SPLIT INTO FOUR AREAS. EACH AREA TO HAVE AT LEAST FIVE 36m DRIPPER LINES SPACED 1M CENTER TO CENTER. THE SEQUENCING VALVE WILL ALTERNATE THE LOADING BETWEEN EACH AREA.

ECONO-TREAT VBB-C-3000-2 BY WAIRAPA TANKS REFER TO SPECIFICATION ATTACHMENTS FOR DETAILS ON TREATMENT SYSTEM. INSTALL PLANT & IRRIGATION AREAS IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS & TO COMPLY WITH LOCAL AUTHORITY REQUIREMENTS, AND TO GOOD TRADE PRACTICE. SUPPORT ON FIRM SOLID GROUND LOCATE BELOW EXISTING PURRI TREE & APPROX 23M OFF GRIDLINE 4. RECONFIRM EXACT LOCATION, TO SUIT EXTG GRD LEVELS TANK LOCATED 4M OFF EDGE OF TRACK, & APPROX 1.5M OFF GRIDLINE 'G'

CESSPIT, 100 DIA STORMWATER OVERFLOW DRAIN, IN SAME TRENCH AS SS DRAIN

TREATMENT SYSTEM

WASTE WATER PIPE

WATER TANK OVERFLOW

ACCESS PATH (GRASS)

3 X 30000L WATER TANK ON GROUND

SHED 5

EXISTING HOUSE

STORM WATER PIPE

PATH (CHECK ON SITE)

EXISTING STREAM (CHECK ON SITE)



FRANCIS GP ARCHITECTS LIMITED
 41 THAKIRO POLO, TAKAPUNA, PO Box 13368 AUCKLAND 9
 NEW ZEALAND TEL (09) 496 4890 FAX (09) 499 5277
 PROJECT AS-BUILT WORKS
 SHED 5 DP 148037
 MOTUROA ISLAND

TITLE DRAINAGE & SERVICES PLAN
 OVERALL SITE: 1:250

SCALE: 1:250 @ A1
 DRAWN: DABSY

CHECKED: 1247
 PROJECT NO. 1247
 SHEET NO. A1.07a
 REVISION NO. 1

ISSUE	AMENDMENTS	DATE
1	FOR CONSTRUCTION	21.1.2019

COPYRIGHT
 THE COPYRIGHT TO THESE DRAWINGS AND ALL PARTS THEREOF
 REMAIN THE PROPERTY OF FRANCIS GP ARCHITECTS

Example of Lease

Which will be used

Put together by Beca & Co Solicitors

LEASE INSTRUMENT
Section 91 Land Transfer Act 2017



Record of Title (unique identifier)	All/part	Area/Description of part
NA42A/1073	Part	Area DP 561738 11

Lessor
MOTU ROA ISLAND LIMITED

Lessee
MOTU FB TRUST

Estate or Interest *insert "fee simple", "leasehold in lease number", etc.*
Fee simple

Lease Memorandum Number (if applicable)
Not Applicable

Term
Refer Annexure Schedule

Rental
Refer Annexure Schedule

Lease and Terms of Lease *If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the affected record of title for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

2015/5049 APPROVED Registrar General of Land
--

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

WHEREAS the Lessee is a holder of a group of shares, constituting a one-twenty first interest, in the capital of Motu Roa Island Limited ("the Company") having completed construction of a residential building on Motu Roa Island ("the island") is entitled under the provisions of the Constitution of the Company (hereinafter called "the Constitution") to a lease in these terms of the flat hereinafter described and requested the Company to grant such lease.

NOW THEREFORE THIS MEMORANDUM OF LEASE WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants conditions and agreements by and on the part of the Lessee hereinafter contained and herein implied the Company DOETH HEREBY LEASE AND DEMISE unto the Lessee the building erected on the island and shown and described as Area 10 on Deposited Plan 561738 ("the Flat") TO HOLD the Flat unto the Lessee for a term of 999 years as from and including the 1st day of July 2021 YIELDING AND PAYING THEREFOR during the said term the rental demanded by the Company and determined as provided in clause 1 hereof and at the time therein set out and failing such demand in any year then the sum of ONE DOLLAR yearly in advance on the anniversary of the commencement of this lease SUBJECT to the following covenants conditions agreements restrictions declarations and provisions.

THE LESSEE HEREBY COVENANTS WITH THE COMPANY AS FOLLOWS:

1. THE Lessee shall pay as a rent a proportionate share of such amount as in each year may be decided by the Directors of the Company (hereinafter called "the Directors") as necessary to cover and pay the total common expenses and outgoings incurred or which will be incurred by the Company in respect of the island PROVIDED THAT:

- (a) The rent payable shall not exceed an amount approved from time to time by a majority in number of the shareholders of the Company as the maximum rental payable in a calendar year.
- (b) The rent payable shall not exceed a proportionate share of the sum calculated as a proper and bona fide recovery or provision for the said common expenses and outgoings and a reasonable provision to cover cash flow variations in respect of expenses and income.
- (c) In calculating the said common expenses and outgoings for any future period allowance shall be made for any surplus or deficiency in respect of such expenses and outgoings arising from a previous period.

Save as hereinafter provided and not by way of limitation such expenses shall include rates, water rates, levies in lieu of rates, or levies by statutory bodies, land tax, insurance, charges for electric power, gas and telephone charges or costs for the maintenance and depreciation of common facilities or installations or plant caretaking expenses the office and administration expenses and professional charges of the Company PROVIDED ALWAYS that such expenses shall not include any expenditure related solely to farming activities as such may be determined by the Directors or for capital improvements or for capital items incurred or to be incurred by the Company. For the purpose of this clause a proportionate share shall mean the proportion which the Lessee's shareholding in the Company from time to time bears to the total issued shares of the Company after crediting the Lessee with any payments made pursuant to Clause 2.7 (h) of the Constitution in respect of any period subsequent to the commencement of this lease AND PROVIDED FURTHER THAT the rental payable hereunder shall be reduced to the sum of ONE DOLLAR (\$1.00) per annum for the balance of the term herein granted upon the happening of any of the following events:-

2015/5049 APPROVED Registrar General of Land
--

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

- (a) The acquisition of the beneficial ownership of one half (1/2) or more of the issued shares of the Company by any one person or company or by his or its nominee or nominees;
- (b) The grant or disposal by the Company or any charge holder of any leasehold or freehold interest or the taking of any such interest whether negotiated or compulsory of or in any part of the island (but excluding the grant of leases of a building or any part of a building upon any such land) to any person without the written consent of not less than three quarters by number of all shareholders who at the time of such grant or disposal or taking are either the holders of leasehold interest in buildings or in parts of buildings upon the island or who have building plans approved by the Company in accordance with the Constitution;
- (c) The commencement of liquidation of the Company or the appointment of a Receiver under any security granted by the Company or the entry into possession of any mortgage of any property of the Company.
2. ~~THE~~ Lessee shall in addition pay any expenses of the nature mentioned in the preceding clause and any other expenses, services, charges, assessments, rates or levies of whatever nature which are specifically related to and legally charged assessed levied or imposed directly on or against the Lessee in respect of the Flat or the Lessee's occupation thereof by any person or authority other than the Directors.
3. ~~THE~~ Lessee shall pay the rent hereinbefore provided without deduction at such times and in such manner as may be required by the Lessor from time to time
4. ~~THE~~ Lessee shall at his own expense keep and maintain the Flat in good and substantial repair (both interior and exterior) and clean and free from rubbish of all kinds and will not place or suffer to be placed any rubbish of all kinds on the island other than in areas set aside and in the manner approved by the Directors and will not obstruct or suffer to be obstructed the island or any part thereof (including but not exhaustively the sea frontage and beach and any roadways, accessways or other amenities) and will not do or suffer to be done in or about the Flat or island anything which will endanger or be a nuisance or annoyance to the other Lessees of the Company its invitees or the public. The Directors shall have the right to enter and view the Flat at any reasonable time subject to prior reasonable notice being given to the Lessee.
5. ~~IN~~ the event of the Flat being partially damaged by fire, earthquake, flood, storm, tempest or any other disaster whether beyond the control of the Lessee or not and also in the event of total destruction of the Flat or the whole building from any of those causes then the Lessee shall forthwith rebuild and reinstate the same to their former state and condition PROVIDED ALWAYS that in the event of total destruction the Lessee may by written notice to the Company elect not to reinstate as aforesaid in which event this lease shall immediately determine and the Lessee shall clear the site of all debris and leave no trace of the previous building and improvements but such election shall be without prejudice to the Lessee's rights to obtain a further lease from the Lessor in respect of a new building in accordance with the provisions from the Constitution.
6. ~~THE~~ Lessee shall not perform or cause to be performed any alteration or extension work to the Flat without the consent in writing of the Directors being first had and obtained on each occasion but such consent shall not be unreasonably or arbitrarily withheld and may be granted subject to such conditions as the Directors may think fit. Any such alterations extensions or work shall be at the sole expense of the Lessee in all respects and the Lessee doth hereby indemnify and shall keep indemnified the Company against any loss or liability of the Company caused by or in any way arising out of or related to the carrying out of such alterations extensions or of any other work whether done with or without the Company's permission.

2015/5049
APPROVED
Registrar General of Land

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required.

7. THE Lessee shall comply with all statutes, ordinances, regulations, by-laws, requisitions and notices affecting or relating to the Flat or any part thereof or the Lessee's use and occupation thereof and also in relation to the island to such as may apply in general to the Lessee as an occupier or as a member of the public and all requirements which may be made by any competent authority thereunder and will indemnify and keep indemnified the Lessor from and against all actions, suits, claims, demands and penalties and payments arising out of or relating to such statutes ordinances regulations, by-laws, requisitions or notices or relating to the non-observance thereof by the Lessee.
8. THE Lessee shall at all times remain the holder of the aforesaid shares in the Company while the Lessee continues to be the Lessee hereunder and accordingly the Lessee shall not deal either with his interest under this lease or his interest in the said shares except in such a manner that both this lease and the said shares are at all times held by the same person.
9. THE Lessee shall not transfer or assign this lease or the aforesaid shares otherwise than in accordance with the provisions of the Constitution in that regard and accordingly a transfer or assignment of this lease shall be made only to a person who has taken a transfer of those shares strictly in accordance with those provisions. Any transferee of this lease shall enter into a direct Deed of Covenant with the Company to observe the provisions of this lease such Deed to be prepared by the Company at the cost of the transferee.
10. THE Lessee may sub-let the Flat for any period to any shareholder so long as that person remains a shareholder of the Company, or to any other person for short periods not in any case exceeding one month but shall not otherwise sub-let or part with possession of the Flat or any part thereof without in each case first obtaining the prior approval in writing of the Directors which approval shall not be unreasonably or arbitrarily withheld except in the case of a sub-letting for an indefinite period or for a period in excess of one year or where the practical effect of such sub-letting is to effect a long term disposition of the Flat notwithstanding the temporary resumption of the Flat by the Lessee from time to time. Documents purporting to create any such sub-letting requiring approval shall before execution be submitted to the Directors for approval and the Directors shall have the right to refuse approval to any such document if in the opinion of the Directors the provisions thereof shall not be wholly in the interests of the Company. The Directors shall also have the right to annex any condition which they may deem necessary to the consent which is required by this clause including the completion of a direct Deed of Covenant from the sub-tenant to the Company to observe such terms of this lease as are applicable. Any lease to which the Directors may consent shall be without prejudice to the continuing responsibility of the Lessee to ensure the due observance and performance of all the covenants conditions and agreements contained or implied herein and/or in the rules regulations and by-laws of the Company and on the part of the Lessee to be observed and performed.
11. THE Lessee shall not use the Flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance within the Flat or on the island which may cause or be likely to cause a nuisance or an annoyance to the Company or other lessees or occupiers of the island or any part thereof.
12. THE Lessee shall use the Flat for residential purposes only.
13. THE Lessee shall at its cost fully insure the Flat against fire and other contingencies usually included in House Owners Policies for residential premises and the Company shall have no responsibility or liability to the Lessee in respect of any insufficiency of such insurance or for any part of the said building uninsured. Such insurance shall be on replacement terms and conditions and for replacement value unless the Directors otherwise approve but shall not in that case be for a sum less than the full indemnity value.

2015/5049 APPROVED Registrar General of Land
--

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

14. THE Lessee will forthwith comply with any requisition served upon it by the Directors pursuant to its duties and obligations under this lease and failing such compliance within seven days in the case of urgency or one month in other cases the Company may at its option comply with such requisition and the expense of doing so shall be a charge against the Lessee and payable by it forthwith. For the purposes of this clause the Directors or the agents servants or contractors of the Company may enter upon and into the Flat.
15. THE Lessee will at all times observe and perform and cause to be observed and performed by those occupying the flat the by-laws of the Company as from time to time promulgated under the provisions of the Constitution.
16. THE Lessee shall strictly conform to and observe and perform and be bound by all and any of the obligations or conditions set out in the Constitution as may be in force at any time during the currency of this lease including but not limited to the obligations therein to make advances to the Company from time to time PROVIDED ALWAYS that the provisions of this clause shall cease to apply upon the happening of any of the following events:-
- (a) The acquisition of the beneficial ownership of one half (1/2) or more of the issued shares of the Company by any one person or company or by his or its nominee or nominees;
 - (b) The grant or disposal by the Company or any charge holder of any leasehold or freehold interest or the taking of such interest whether negotiated or compulsory of or in any part of the island (but excluding the grant of lease of any building or part of a building upon any such land) to any person without the written consent of not less than three quarters by number of all shareholders who at the time are either the holders of leasehold interest in buildings or parts of buildings upon the island who have building plans approved by the Company in accordance with the Constitution;
 - (c) The commencement of liquidation of the Company or the appointment of a Receiver under any security granted by the Company or the entry into possession of any mortgage of any property of the Company.
17. THE Lessee will pay its own and the Company's legal costs in connection with the preparation of this lease and the stamp duty and registration fees thereon and also the survey costs of any plan required to enable registration of this lease.

THE COMPANY HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

18. SUBJECT only to clause 2 hereof, the Company will punctually pay all rates, taxes, assessments and impositions of whatsoever nature which are now or which are hereinafter during the said term assessed and imposed upon the island and any improvements thereof.
19. THE Company will not at any time during the term hereof do or suffer anything to be done to prevent the Lessee from having free and uninterrupted access at all times to and from the Flat over along and across each and every part of the island except in respect of those parts of the island as are the subject to other leases from time to time granted as provided in clause 25 or in respect of those parts of the island from time to time otherwise leased, sold or exclusively set apart by the Company.
20. THE Lessee performing and observing all and singular the covenants and conditions on the part of the Lessee herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Company or any person claiming under the Company.

2015/5049 APPROVED Registrar General of Land
--

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

21.1 UPON the happening of any of the events mentioned in sub-paragraphs (a) to (e) inclusive of this present clause, the Directors may at their discretion give to the Lessee at least sixty (60) days' notice in writing of their intention to terminate the rights of the Lessee under this lease and the reasons therefore and if at the expiration of such notice the matters complained of remain unremedied then this lease shall immediately determine and be deemed forfeited PROVIDED ALWAYS that any Lessee having been served with written notice as aforesaid may, before the expiration of the said period of sixty (60) days (time being of the essence) give notice to the Company of its intention to appeal against the determination of this lease whereupon the directors will forthwith call an extraordinary general meeting of the Company to consider the said appeal and the determination of this lease shall be suspended until the decision of the said extraordinary general meeting has been made. The decision of the Company at such extraordinary general meeting shall be final, conclusive and binding on the Company and the Lessee. Should notice of the said extraordinary general meeting not be given within one month of the said notice of intention to appeal the written notice of determination of this lease shall be null and void and of no effect. Determination of this lease shall not release either party from liability in respect of antecedent breaches of covenant nor from performing acts or matters which are expressly to be performed after determination.

The events hereinbefore referred to are as follows:

- (a) If at any time during the subsistence of this lease the Lessee shall cease to be the owner of the shares in the capital of the Company hereinbefore mentioned by sale forfeiture or otherwise howsoever.
- (b) If the Lessee becomes insolvent or is adjudicated a bankrupt or makes an assignment for the benefit of its creditors or in case the said shares or any of them shall be sold pursuant to the terms of any deed whereby the same shall have been pledged by the Lessee as security
- (c) If any purported assignment or transfer of the benefit of these presents or the granting of any sub-lease hereunder is made without the approval by these presents made requisite or in case of any misrepresentation in any application for approval to subletting.
- (d) If the Lessee shall make default in payment to the Company of any moneys to be paid by the Lessee pursuant to the provisions of this lease for a period of sixty days after the date on which such payment fell due.
- (e) If the Lessee shall be in default in the performance or observance of any covenants conditions and provisions hereof for a period of sixty days after written notice of such default shall have been given to the Lessee by the Directors.

21.2 AS from the expiry of the sixty (60) day notice period or from the date of the decision of the Company in extraordinary general meeting whichever shall apply the Lessee doth hereby irrevocably appoint the Directors for the time being of the Company its attorneys, jointly and severally to sell all the shares abovementioned held by it together with the unexpired portion of the term of this lease upon such terms as they see fit and at a price to be agreed upon between the Lessee and the Directors and failing agreement to be the fair value of the shares and the lease determined in accordance with the Constitution (the relevant provisions being deemed for this purpose to include valuing the lease) and to execute all necessary transfers thereof and other documents necessary to give effect to the sale. Upon payment to the Company of such price the Lessee shall forthwith surrender all documents and/or share certificates held by it and remove all its personal chattels from and vacate the Flat. After deduction of all expenses and costs incurred by the Company and any other moneys outstanding hereunder the net proceeds of sale shall belong to the Lessee.

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

- 21.3 IF the Flat is not so vacated in terms of the preceding clause the Lessee shall reimburse the Company for all damages costs and expenses the Company may suffer by reason thereof and shall indemnify the Company against all claims by any succeeding Lessee against the Company as a result of the Lessee's delay in delivering up possession of the Flat. The Company shall have the right to retain such damages costs and expenses from any moneys received from the sale.
22. NOTHING herein contained shall require the Company to expend any moneys or perform any acts or accept liability or obligation in connection with or in any way arising out of the erection or maintenance of any building erected by the Lessee and the Lessee indemnifies the Company accordingly.
23. IT shall not be obligatory upon the Company to expend any moneys or do or perform any acts in the erection of any buildings or facilities or improvements or alterations to the same on any part of the island but the owner of the island shall not do anything to obstruct or prevent the provision of normal domestic services to the Lessee in respect of the Flat.
24. THE Company may from time to time give security over the island by way of mortgage or other charge to secure borrowing by the Company PROVIDED THAT no such security shall be given by the Company without the prior written approval of not less than three quarters by number of all shareholders who at the time either hold registered leases of buildings or parts of buildings or who have building plans approved by the Company in accordance with the Constitution.
25. THE Company may at any time and from time to time at the Company's sole discretion and without the consent of the Lessee grant to other shareholders of the Company leases in respect of buildings or parts of other buildings on the island in terms similar to but no more favourable than those contained herein and may also grant leases or other rights in respect of parts of the island and/or buildings thereon for farming commercial or such other purposes for the benefit of the Company as the Company sees fit PROVIDED ALWAYS that no such lease or other rights granted shall unreasonably prejudice or interfere with or restrict the rights of the Lessee under this lease.
26. THE failure of the Company in any one or more instances to insist upon the strict observance or performance of any of the covenants or provisions hereof or to exercise any right on the part of the Company hereby conferred or to insist upon the observance or performance of any of the rules, by-laws or regulations for the time being of the Company shall not constitute a waiver or relinquishment for the future.
27. IN the event of any dispute between the Lessee and any other lessee or shareholder of the Company the same shall be referred to the Directors for decision provided however that if any party to the dispute shall not be satisfied by the decision of the Directors the same maybe referred to arbitration as hereinafter provided.
28. IF any question or difference whatsoever shall arise between the parties to this lease or their respective representatives or between one of the parties hereto and the representatives of the other of them touching these presents or any clauses or anything herein contained or the construction hereof or as to any matter in any way connected with or arising out of these presents or the operation thereof or the rights duties or liabilities of either party in connection with the premises (other than matters upon which the Lessee has a right of appeal to the Company in general meeting) then and in every such case unless the parties concur in the appointment of a single arbitrator the matter in difference shall be referred to two arbitrators one to be appointed by each party to the difference and to an umpire to be appointed by the arbitrators and with regard to the mode and consequence of the reference and in all other respects to conform to the provisions on that behalf contained in the Arbitration Act 1996 or any then subsisting statutory modification thereof and upon every or any such reference the

2015/5049 APPROVED Registrar General of Land
--

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

arbitrator or arbitrators and umpire shall respectively have power to take the opinion of such counsel as they or he or she may think upon any question of law which may arise and at their or his or her discretion to adopt any option so taken and to opinion the assistance of such accountant, surveyor, valuer, or other expert as they or he or she may think fit and act upon any statement of accounts survey valuation or expert assistance thus obtained and each of the parties shall do all acts and things and execute all deeds and instruments and instruments necessary to give effect to the award.

29. **NOTWITHSTANDING** any rule of law to the contrary upon the transfer or assignment by the Lessee of its interest hereunder in accordance with the provisions hereof in that regard the Lessee shall cease to have or retain any liability hereunder to the Company save and except in respect of any liability antecedent or subsisting at the time of such transfer or assignment.
30. **ANY** decision of the Company or the Directors of the Company shall be deemed sufficiently authenticated if signed by a Director of the Company and any notice required to be given or served touching anything contained or implied in this lease shall be effective however sent or delivered if it is in fact received by the Lessee but such notice shall be deemed to have been validly and effectually given and/or served in full compliance with the terms and conditions of this lease if such notice has been given or served upon the party concerned either personally or by posting it by registered letter addressed to that person or its agent in New Zealand duly notified to the Company at his last known place of abode or business in New Zealand or the address of the agent as the case may require. If he or she is deceased the notice may be delivered as aforesaid to his/her personal representatives. A notice so posted shall be deemed to be served at the time when the registered letter would in the ordinary course of post be delivered. If the person is known to the Company to be absent from New Zealand and has not notified an agent in New Zealand a notice posted by ordinary prepaid airmail to his/her last overseas address known to the Company or if there be no such overseas address then to his/her last known address in New Zealand shall be deemed to have been served when it would in the ordinary course of that post be delivered. If the person is not known or is deceased and has no personal representative the notice shall be delivered in such manner as may be directed by an order of the District Court of New Zealand.
31. **NOTWITHSTANDING** anything to the contrary herein contained or implied, in the event of liquidation or winding up of the Company or of the Company being struck off the Register of Companies or if the island shall at any time be sold to or taken or acquired by any Government Department or Agency or Local or Statutory Body or Authority or if the Company shall cease to own the island or any part thereof such events shall not prejudice or determine this lease which shall be deemed to continue but modified only as may be necessary to avoid inconsistencies or ambiguities or with the deletion of any provisions no longer applicable.
32. **SUCH** of the provisions of the Property Law Act 2007 and the Land Transfer Act 2017 or any amendment or modification thereof as are inconsistent with or contradictory to these presents or anything herein contained shall be the same are hereby modified or negated to the extent of such inconsistency but not further or otherwise.

2015/5049
APPROVED
Registrar General of Land

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

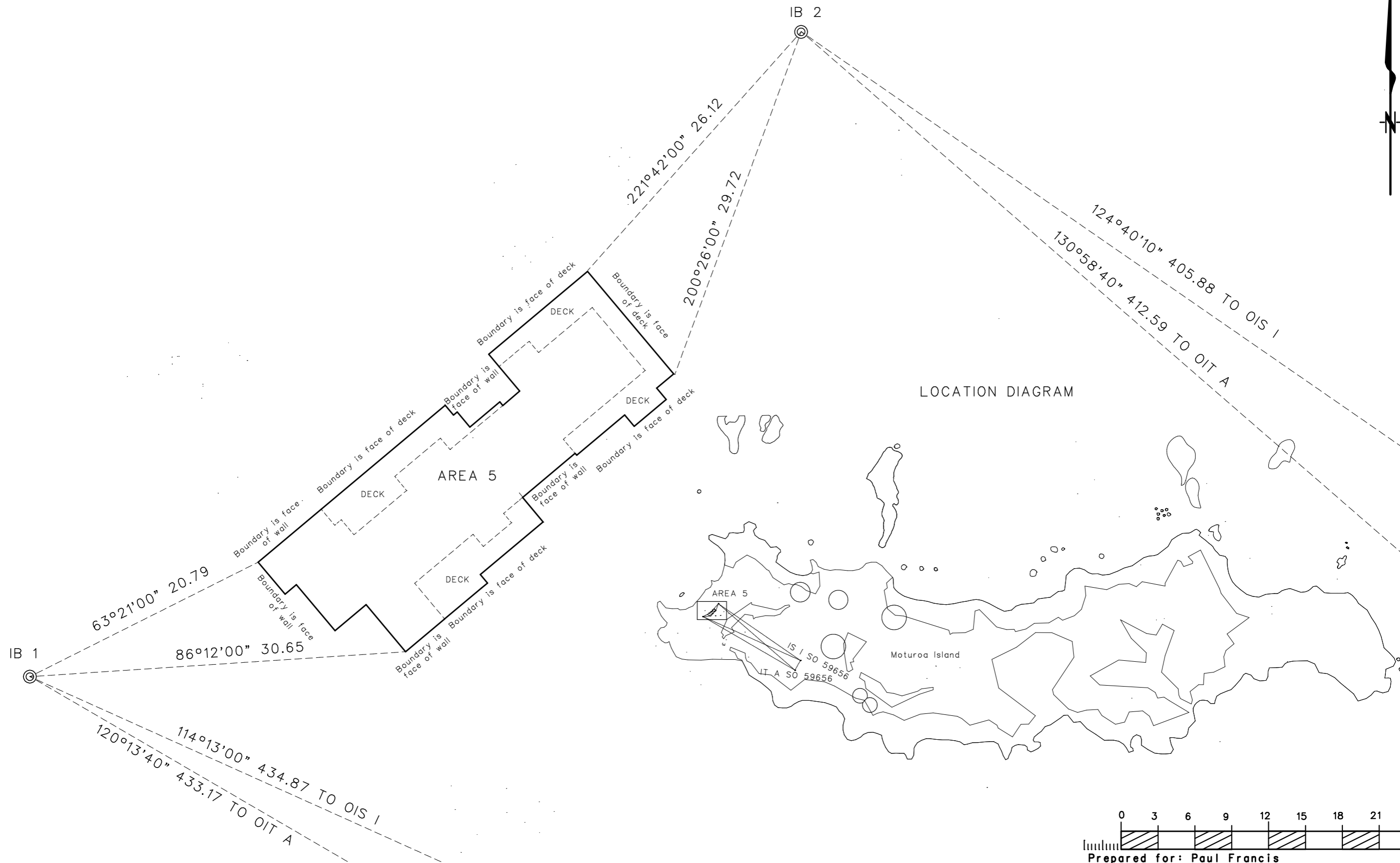
The District Land Registrar

1. Please issue a Certificate of Title for the leasehold interest of Area 10 DP 501758

Solicitor for the Lessee

Particulars entered in the Register as shown in respect of the land referred to herein

Assistant/District Land Registrar
in the District of North Auckland



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

Ph: (09) 407 6030 27 Hobson Ave
 Fax: (09) 407 6032 PO Box 937 Kerikeri
 Email: kerikeri@saps.co.nz

**PLAN OF AREA 11 ON
 MOTUROA ISLAND**

	Name	Date	ORIGINAL SCALE	SHEET SIZE
Survey	GJ		1:300	A3
Design				
Drawn	GJ	4.11.25		
Rev				

24642

Lisa Murphy

From: Paul Francis
Sent: Thursday, 13 November 2025 1:58 pm
To: nora.rameka@xtra.co.nz; Lisa Murphy; Whati Rameka; Anita Tipene; 'James Bundy'
Cc: 'Jane'
Subject: RE: Francis Family application for Resource consent for cross-lease - for their home on Moturoa Island

Kia ora ,

Thank you for your prompt reply , and appreciate the support .
Think you probably met with James Bundy (cc into this email) 021 343 034 -
Hope this helps
Ngā mihi nui

Kind Regards,

Paul Francis
B.Arch, ANZIA Registered Architect
Director on behalf of Francis Gp Architects Ltd

paul@fgpa.co.nz
Auckland: 41 Taharoto Road, Takapuna
Northland: Moturoa Island, Bay of Islands
Postal: PO Box 33368, Takapuna 0740

+64 (21) 272 6459

+64 (9) 486 4890

www.fgpa.co.nz

Instagram

F.Gp.A



CAUTION: This email message and any attachments contain information that may be confidential and may be legally privileged. If you are not the intended recipient, any use, disclosure or copying of this message or attachments is strictly prohibited. If you have received this email message in error, please notify us immediately and erase all copies of the message and attachments. We do not accept responsibility for any viruses or similar carried with our email, or any effects our email may have on the recipient computer system or network. Any views expressed in this email may be those of the individual sender and may not necessarily reflect the views of Francis GP Architects Ltd

From: nora.rameka@xtra.co.nz <nora.rameka@xtra.co.nz>
Sent: Thursday, 13 November 2025 1:50 pm
To: Lisa Murphy <admin@fgpa.co.nz>; Whati Rameka <what@ngatirehia.co.nz>; Anita Tipene <anita@ngatirehia.co.nz>
Cc: Paul Francis <paul@fgpa.co.nz>; 'Jane' <jane@ndg.co.nz>
Subject: RE: Francis Family application for Resource consent for cross-lease - for their home on Moturoa Island

Kia ora Lisa,

Thank you for the message, re- Francis family application for Cross lease for their home on Moturoa Island. I am trying to recall Paul if you the person we met when you were building your home on Moturoa. NgatiRehia need to meet you again.

On conclusion NgatiRehia Whare Taiao team have agreed we do not have any objection to your application for a cross lease on Moturoa.

Nga mihi
Nora Rameka
Te Runanga O NgatiRehia Whare Taiao
Executive Trustee Te Runanga O NgatiRehia

From: Lisa Murphy <admin@fgpa.co.nz>
Sent: Thursday, 13 November 2025 1:28 PM
To: nora.rameka@xtra.co.nz
Cc: Paul Francis <paul@fgpa.co.nz>; Jane (jane@ndg.co.nz) <jane@ndg.co.nz>
Subject: Francis Family application for Resource consent for cross-lease - for their home on Moturoa Island

Kia Ora Nora,

Paul and Jane Francis have a family home on Moturoa Island which was completed in 2022. They have had the site since 2011.

Recently they found out that to register the 999-year lease for their house against the existing land title, they need to apply for cross-lease subdivision with the Far North District Council.

We wanted to let you know the application was going to be submitted to the FNDC today by email.

We have attached a copy of the documents for you to have a look at.

Would it be possible, when you have the time, to have a look at the documents and let Paul know if you had any comments on the application.

The FNDC wanted an acknowledgement that we had been in contact with Iwi/Hapu about this.

Please don't hesitate to contact Paul with any questions.

We really appreciate your time.

Ngā mihi nui
Paul and Jane Francis
021 272 6459
paul@fgpa.co.nz

Enclosed: PDFs of the application and associated documents

Kind Regards,

Lisa Murphy
Office Manager on behalf of Francis GP Architects Ltd

admin@fgpa.co.nz
Auckland: 41 Taharoto Road, Takapuna
Northland: Moturoa Island, Bay of Islands
Postal: PO Box 33368, Takapuna 0740

+64 (9) 486 4890
www.fgpa.co.nz
Instagram

F.Gp.A



CAUTION: This email message and any attachments contain information that may be confidential and may be legally privileged. If you are not the intended recipient, any use, disclosure or copying of this message or attachments is strictly prohibited. If you have received this email message in error, please notify us immediately and erase all copies of the message and attachments. We do not accept responsibility for any viruses or similar carried with our email, or any effects our email may have on the recipient computer system or network. Any views expressed in this email may be those of the individual sender and may not necessarily reflect the views of Francis GP Architects Ltd



Record of Survey - LT 628706

Survey Number LT 628706
Surveyor Reference FRANCIS MOTUROA ISLAND
Surveyor Gareth Bain Johnston
Survey Firm Survey & Planning Solutions (2010) Limited
Surveyor Declaration

Survey Details

Dataset Description Plan of Area 11 on Moturoa Island
Purpose Flat plan/Cross-lease with Survey Sheet
Status Initiated **Type** Survey
Land District North Auckland **Survey Class** Class A
Meridional Circuit Mount Eden 2000 **Vertical Datum** None

Survey Dates

Surveyed Date 07/04/2026 **Certified Date**
Submitted Date **Survey Approval Date**
Deposit Date

Referenced Surveys

Survey Number	Land District	Bearing Correction
DP 420530	North Auckland	0°00'00"

Territorial Authorities

Far North District

Mark and Vector

Survey Number DP 628706

Meridional Circuit Mount Eden 2000

From	To	Code	Bearing	Adpt Surv	Bearing Correction	Distance	Adpt Surv	Class
RM 24/2 SO 55464 - BUHL	IT A SO 59656	ob0	98°10'52"	A DP 420530	0°00'00"	10,551.51	A DP 420530	
IT A SO 59656	IB IV DP 148037	ob1	33°19'20"	A DP 420530	0°00'00"	346.33	A DP 420530	
IB IV DP 148037	RM 24/2 SO 55464 - BUHL	ob5	276°30'09"	A DP 420530	0°00'00"	10,703.24	A DP 420530	
IT A SO 59656	IS I SO 59656	ob2	29°21'50"	M		45.53	M	
IB IV DP 148037	IB II DP 148037	ob6	195°09'50"	A DP 420530	0°00'00"	314.57	A DP 420530	
IB II DP 148037	IS I SO 59656	ob7	302°11'20"	A DP 420530	0°00'00"	101.17	A DP 420530	
IT A SO 59656	IB 1 DP 628706	ob3	300°13'40"	M		433.17	M	
IB 1 DP 628706	IS I SO 59656	ob8	114°13'00"	M		434.87	M	
IT A SO 59656	IB 2 DP 628706	ob4	310°58'40"	M		412.59	M	
IB 2 DP 628706	IS I SO 59656	ob10	124°40'10"	M		405.88	M	
IB 1 DP 628706	IB 2 DP 628706	ob9	50°06'00"	M		81.84	M	

*** End of Report ***



IB 2

221°42'00" 26.12

200°26'00" 29.72

124°40'10" 405.88 TO OIS I

130°58'40" 472.59 TO OIT A

LOCATION DIAGRAM

Boundary is face of deck

Boundary is face of deck

Boundary is face of deck

Boundary is face of deck

Boundary is face of wall

Boundary is face of deck

Boundary is face of deck

Boundary is face of wall

AREA 5

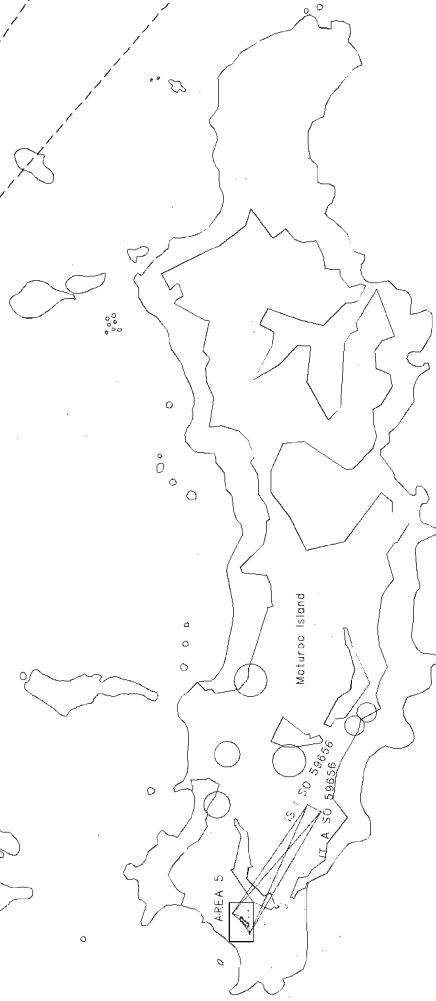
63°21'00" 20.79

86°12'00" 30.65

114°13'00" 434.87 TO OIS I

120°13'40" 433.17 TO OIT A

IB 1



0 3 6 9 12 15 18 21 24m

Prepared for: Paul Francis

WILLIAMS AND KING
Registered Surveyors, Planners &
Land Development Consultants
Ph: (09) 407 6030
Fax: (09) 407 6032
E-mail: w&k@w&k.co.nz
27 Hobson Ave
PO Box 937 Kerikeri



PLAN OF AREA 11 ON MOTUROA ISLAND

Survey	Name	Date	ORIGINAL SCALE	SHEET SIZE
DESIGN	GF			
DRAWN	GF	4.11.25	1:300	A3
REV				

24642

Diag. A

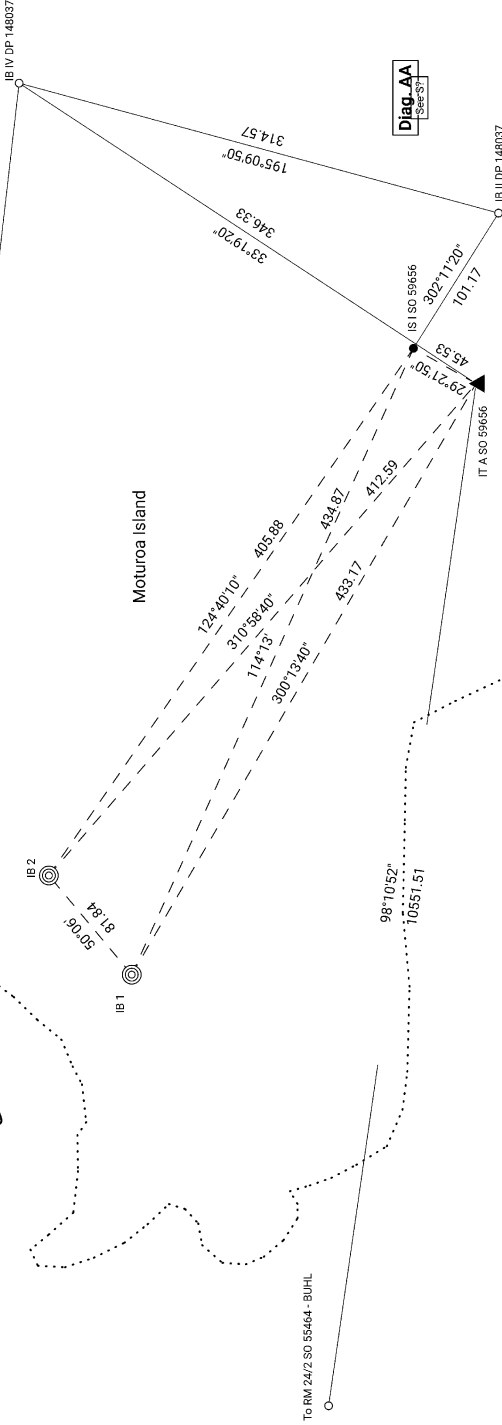


Black Rocks Survey Office Plan 58341

To RW 24/2 SO 55464 - BUHL

276°30'09"
10703.24

Black Rocks Survey Office Plan 58341



Diag-AA
Sheet 57

To RW 24/2 SO 55464 - BUHL

Lisa Murphy

From: Lisa Murphy
Sent: Tuesday, 21 April 2026 9:47 am
To: Lisa Murphy
Subject: FW: FNDC-Invoice-301680-RMACOM-2260252-Moturoa Island, Paihia 0200

Have lodged a request with FNDC - REF number 4285546

From: Planning Support <Planning.Support@fndc.govt.nz>
Sent: Thursday, 22 January 2026 10:28 am
To: Paul Francis <paul@fgpa.co.nz>
Subject: FNDC-Invoice-301680-RMACOM-2260252-Moturoa Island, Paihia 0200

Kia ora Motu Fb Trust

Please find attached your FNDC-Invoice-301680-Decision Date 9/12/2025 for:
RE: RMACOM-2260252

1) Your application was issued on 9/12/2025 please find enclosed your final invoice in relation to processing your resource consent. This has resulted in a refund, please complete and return the attached refund form with proof of bank account.

Amount Due: \$-4976.75

Important information:

To process your refund, please complete the attached refund form and return it to Planning.Support@fndc.govt.nz All refunds can take up to 10 working days to process.

Ngā mihi,
Jo Cook
Planning Support – Far North District Council

 Planning Support
Resource Consents Administration
P 6494015200 | Planning.Support@fndc.govt.nz
Te Kaunihera o Te Hiku o te Ika | Far North District Council

Pokapū Kōrero 24-hāora | 24-hour Contact Centre 0800 920 029
fndc.govt.nz



Application No: 2260252-RMACOM
For:

22-Jan-2026

By Email: paul@fgpa.co.nz

Resource Consent Application – 2260252-RMACOM Refund

Resource Consents are charged on the actual and reasonable costs and this application came in less than the initial instalment fee. This fee is charged in accordance with section 36(3) of the Resource Management Act 1991 (RMA) and the Far North District Council's resource management schedule of fees and charges.

You have the option of requesting a refund by bank transfer or transferring the credit amount to any other outstanding Council account. (Please advise ASAP).

Once you have returned the completed credit refund request form, please allow at least 10 working days for the refund to be processed.

If you have any queries regarding this information, please do not hesitate to call Council's Call Centre, on 0800 920 029 or email us at Planning Support at Planning.Support@fndc.govt.nz

Ngā mihi,

Jo Cook
Planning Support
Far North District Council



TAX INVOICE

G.S.T. REG No. 52-004-926

Motu Fb Trust
PO Box 33368

22 January 2026

Takapuna

Auckland 0740

Customer No: 31334907

Details: Leasehold subdivision consent for 223 and 224 certification for the dwelling constructed under RC 2130226-RMALUC as a permitted activity. This dwelling is one of the 24 allowable residential units under the Moturoa Island Zone Special Area Rules (Rule 18.1.6.1.2). The intention is to register a 999-year lease with LINZ on NA24A/1073 for the building, in line with other existing residences on the island. The plan approved by FNDC and lodged with LINZ is attached.

Applicant Name: Motu Fb Trust

Site Address: Moturoa Island, Moturoa Island, Paihia 0200

Total Charges \$166.25

Amount Paid \$-166.25

Total Amount Owning \$0.00

This document includes GST of \$21.68

Please Note:

The fees charged are to enable Council to recover its actual reasonable costs in respect of the particular application made and are calculated as follows:

- The particular technical hourly rate level is determined by staff competency levels.
- Position titles vary across Council.
- Where the cost of the external resource involved exceed the Council staff rate, external resource(s) will be charged at the senior / intermediate rate.
- Where the cost of the external resource involved exceed the Council rates, it will be charged at the cost.

External resources may be engaged to address either expertise or capacity that is not available internally.

TERMS OF ACCOUNT TO BE PAID BY THE 20TH OF THE MONTH FOLLOWING THIS INVOICE

Account Terms and Conditions:

Late Payment Interest and Debt Collection Fees

Council may charge late payment or default interest and debt collection fees if you fail to pay all amounts charged and/or invoiced by Council.

Late payment or default interest is OCR rate current at the time plus 2% pa flat.

Debt collection fees include costs and disbursements incurred by Council and/or third party engaged by Council to recover the debt. These costs and disbursements include debt collection agency fees, legal fees and court filing fees.

Please note: the statutory clock will stop until the amount invoiced above has been paid.

If any default in payment you may be liable for costs including but not limited to interest, legal costs, debt collection fees, and other disbursements incurred.

Where the actual cost incurred is less than the deposit amount, we will refund the difference.

Objections

An applicant has the right to object to the invoice under s357B of the Resource Management Act 1991 (RMA) *Right of objection in relation to imposition of additional charges or recovery of costs*. An objection to costs under s357B is required to be in accordance with s357C(1) of the RMA which states the objection must be made in writing not later than 15 working days after the invoice is received to the Planning Support Team. Following receiving an objection the Council must consider the objection as soon as practically possible. If the objection has not been resolved, the Council will give at least 5 working days written notice to the applicant for the date, time and place for a hearing to resolve the objection.

Where the cost Determined is less than the amount paid, Council will refund the difference.

You may make your payment by the following methods:

1. By **Automatic Payment** (Please contact the Council Offices to use this option)
2. By **Direct Debit** (Please contact the Council Offices to use this option)
3. By **Post** to Private Bag 752, Kaikohe
4. In **Person** at any of our Council Offices (EFTPOS facilities are available)

Please quote your Invoice Number on any direct credits, credit card or internet banking payments:- 301680

Our Bank Account Details: ASB Bank, Account Number: 12-3244-0022509-00

Please use the Invoice Number provided on the invoice as payment reference

Please return with payment

NAME OF A/C:	
Motu Fb Trust	CUSTOMER NO: 31334907
PO Box 33368	INVOICE DATE: 22-Jan-2026
Takapuna	INVOICE NO: 301680
Auckland 0740	APPLICATION NO: 2260252-RMACOM
	TOTAL: \$-4976.75
	<i>For Office Use Only</i> DAP: 1258581

Final Application Fee Summary

2260252-RMACOM
 Motu Fb Trust

Leasehold subdivision consent for 223 and 224 certification for the dwelling constructed under RC 2130226-RMALUC as a permitted activity. This dwelling is one of the 24 allowable residential units under the Moturoa Island Zone Special Area Rules (Rule 18.1.6.1.2). The intention is to register a 999-year lease with LINZ on NA24A/1073 for the building, in line with other existing residences on the island. The plan approved by FNDC and lodged with LINZ is attached.

Fees from Timesheets

Date	Officer	Cost Type	Comment	Units	Rate	Amount
19/11/2025	Tanea Webster	RC Admin - Application Pre-Check for lodgement	Pre check application - check details on application for make sure billing information has been signed, they have included an up to date certificate of title, plans and AEE if required enter details into pathway. Send relevant emails to applicant/Agent if more information is needed or instalment fee email. file application and relevant emails and documents into pathway.	0.3	95	28.5
26/11/2025	Tanea Webster	RC Admin - Lodgment - Emailed Application	Complete lodgement - Send through to allocation, reference payment in pathway and in objective of pre check form, make sure dates are correct for Application received, start and lodgement, add to allocation spreadsheet, send complete lodgement email to applicant/agent and file in objective.	0.7	95	66.5
22/01/2026	Jo Cook	RC Admin - Fee & Timesheet Check	RCA08 Fees Check APPROVAL for Rc invoice charges email to Manager for final approval before correspondence to objective and updating the Outlook folder. Checking emails and responding with changes made.	0.25	95	23.75
22/01/2026	Jo Cook	RC Admin - Invoicing	Filing of correspondence to objective and updating the Outlook folder. Resource Consent ready for Invoicing email update and save objective financial folder	0.5	95	47.5
Total from FNDC Time Sheets						166.25

Miscellaneous Administration

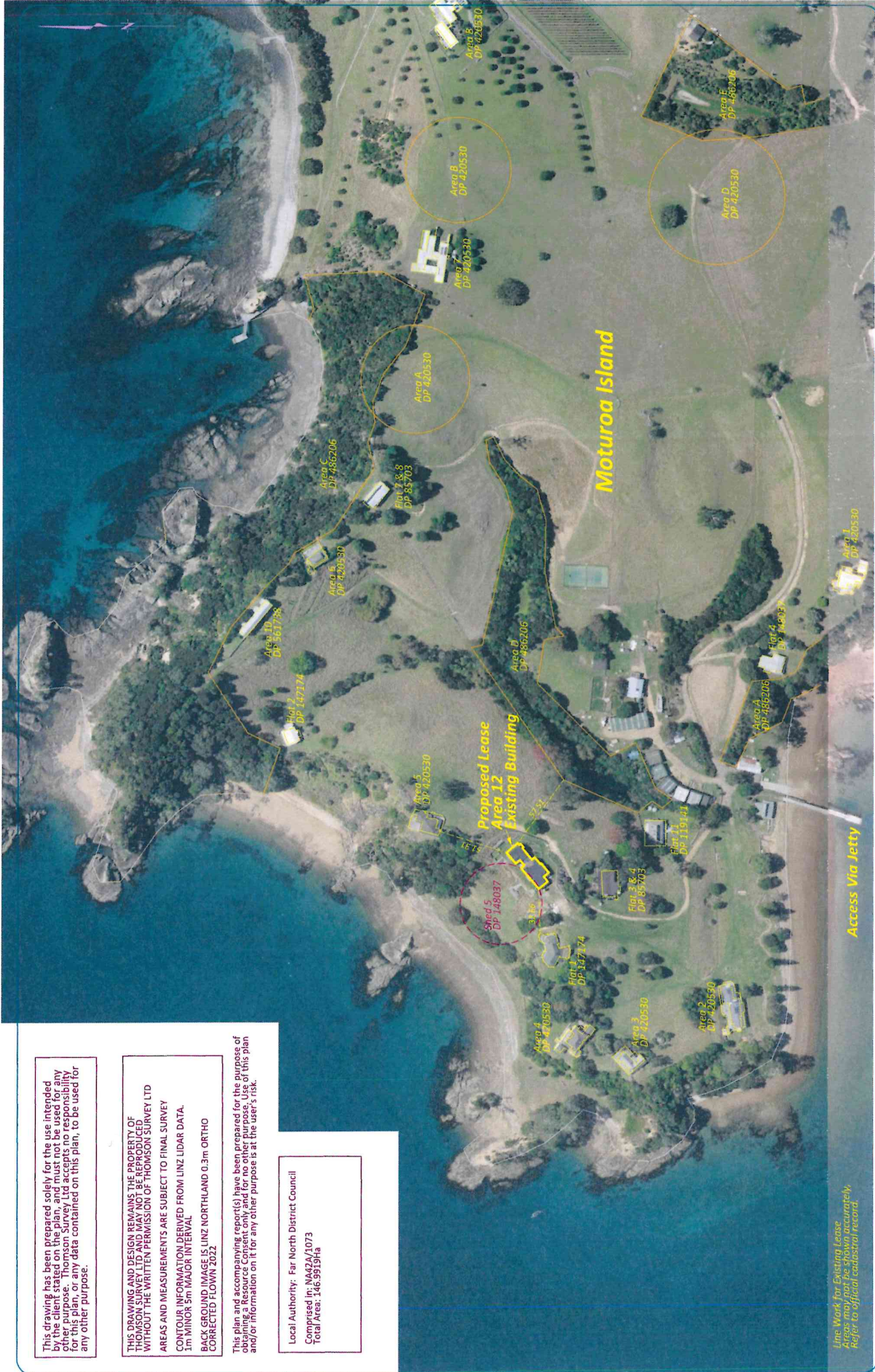
Description	Amount
Total Fees	166.25
Less Prepayment	-5143.00
Amount Due	-4976.75

This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. The plan, or any data contained on this plan, to be used for any other purpose.

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF THOMSON SURVEY LTD AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THOMSON SURVEY LTD
 AREAS AND MEASUREMENTS ARE SUBJECT TO FINAL SURVEY CONTOUR INFORMATION DERIVED FROM LINZ LIDAR DATA.
 1m MINOR 5m MAJOR INTERVAL
 BACK GROUND IMAGE IS LINZ NORTHLAND 0.3m ORTHO CORRECTED FLOWN 2022

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

Local Authority: Far North District Council
 Comprised In: NA42A/1073
 Total Area: 146.9919Ha



Line Work for Existing Lease
 Areas may not be shown accurately.
 Refer to official cadastral record.



315 Kerikeri Rd
 P.O. Box 372 Kerikeri
 Email: kerikeri@tsurvey.co.nz
 Ph: (09) 4077360 Fax: (09) 4077322

Registered Land Surveyors, Planners & Land Development Consultants

SCHEMF PLAN - PROPOSED LEASE AREA 12 ON MOTUROA ISLAND MOTUROA ISLAND - BAY OF ISLANDS

PREPARED FOR: FRANCIS

Name	Date	ORIGINAL SCALE	SHEET SIZE
Survey			
Design			
Drawn	SI	24.02.26	A3
Approved			
REV			

Surveyors Ref. No:
10876