

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 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 type="radio"/> Other (please specify) <input type="text" value=""/> | |

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

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

Yes No

4. Consultation

Have you consulted with iwi/Hapū? Yes No

If yes, which groups have you consulted with?

Who else have you consulted with?

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

5. Applicant details

Name/s:

Nicola Lawty

Email:

Phone number:

Postal address:

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

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

If yes, please provide details.

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6. Address for correspondence

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

Name/s:

Williams & King, Attention: Natalie Watson

Email:

Phone number:

Postal address:

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

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

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

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

Name/s:

Nicola Frances Lawty & Charlie William Dundas & Juliet Elise Dundas

Property address/
location:

<hr/> <hr/> <hr/> <hr/>

8. Application site details

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

Name/s:

Site address/
location:

 Postcode

Legal description:

Val Number:

Certificate of title:

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

Site visit requirements:

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

Is there a dog on the property? Yes No

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

9. Description of the proposal

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

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

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)

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)

NICOLA FRANCES LAWTON

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)

NICOLA FRANCES LAWTON

Signature:

(signature of bill payer)

Date 21/05/2026

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)

NICOLA FRANCES LAWTON

Signature

Date 21/05/2026

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.*

Nicola Lawty

Proposed Subdivision to Convert Cross Lease Titles to Freehold & 243(e) Approval to Revoke Redundant Conditional Easement

17 & 19 Titoki Place, Kerikeri

Williams & King, Kerikeri¹
21 May 2026

1. Overview

Nicola Lawty seeks resource consent for a subdivision to convert two cross lease titles into two freehold records of title (Lots 1 and 2) – no additional titles are created. The proposed lot boundary will generally follow the existing restrictive covenant boundary; however, the existing common area boundary will be divided between the two lots, with easements proposed to protect the established shared access arrangements. Each of Lots 1 and 2 contains an existing residential dwelling and accessory buildings, an onsite wastewater treatment and disposal system, a reticulated water supply and onsite water storage, formed access, and connections to utility services. As these infrastructure arrangements are already established and appropriately located, no additional physical works are required.

The subject land is zoned Coastal Residential under the Far North Operative District Plan. The proposed resultant lot sizes are less than the controlled and discretionary minimum lot sizes, and legal right of way width is less than 5m. The proposal has therefore been assessed overall as a non-complying activity.

Under the Far North Proposed District Plan, the land is zoned Settlement and is subject to the Coastal Environment and Coastal Flood overlays. There are no relevant rules with immediate legal effect under the Far North Proposed District Plan.

Section 243(e) approval is sought as a separate resolution to revoke a condition requiring easement A in Transfer C813863.6 to be granted or reserved, so that it can be cancelled as it relates to Lot 2.

This assessment accompanies the resource consent application lodged by the applicant and is provided in accordance with Schedule 4 of the Resource Management Act 1991. It is intended to provide sufficient information to enable an understanding of the proposal and the actual or potential effects of the activity on the environment.

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

2. Description of Proposal

2.1 Proposed subdivision / section 243(e) approval

The purpose of the proposal is to convert the existing cross lease titles to freehold titles.

The proposed subdivision will create Lot 1 (1288m²) and Lot 2 (1550m²). Each lot contains an existing residential unit with ancillary structures. The boundary between Lots 1 and 2 predominantly follows the existing exclusive-use/covenant boundary associated with the current cross lease arrangement. The existing common area, which includes the shared driveway, will be divided between the lots, with Lot 1 incorporating the first approximately 26m and being subject to Easements 'A' and 'B', and Lot 2 owning and having exclusive rights over the remainder.

In addition, easement 'D' over Lot 2 is shown to allow water overflow from the water tank on Lot 1 to discharge to an existing pond.

Vehicle access to each lot is obtained from Skudders Beach Road via Titoki Place (Lot 8 DP 126741), a jointly owned access lot in which each of the existing records of title holds a one-twelfth share. Lots 1 and 2 will each retain a one-twelfth share in Lot 8 DP 126741, as per the proposed amalgamation condition. From the cul-de-sac end of Titoki Place, access to each lot is provided by the formed driveway along the southern boundary of the lots – refer to **Photograph 1**.



*Photograph 1: Existing private accessway to Lots 1 and 2.
Underground electricity supply to Lot 2 is marked on the left (northern) side of the carriageway.*

The subject site also benefits from a right of way and services easement over Lot 1 DP 162040 via Transfer 813863.6, which will become redundant for Lot 2. A separate section 243(e) resolution is sought to allow the easement to be cancelled at the owner's discretion. Refer to DP 162040 in **Appendix 1**.

The Scheme Plan is attached in **Appendix 2** and copied in **Figure 1** below. All areas and dimensions are subject to final survey.

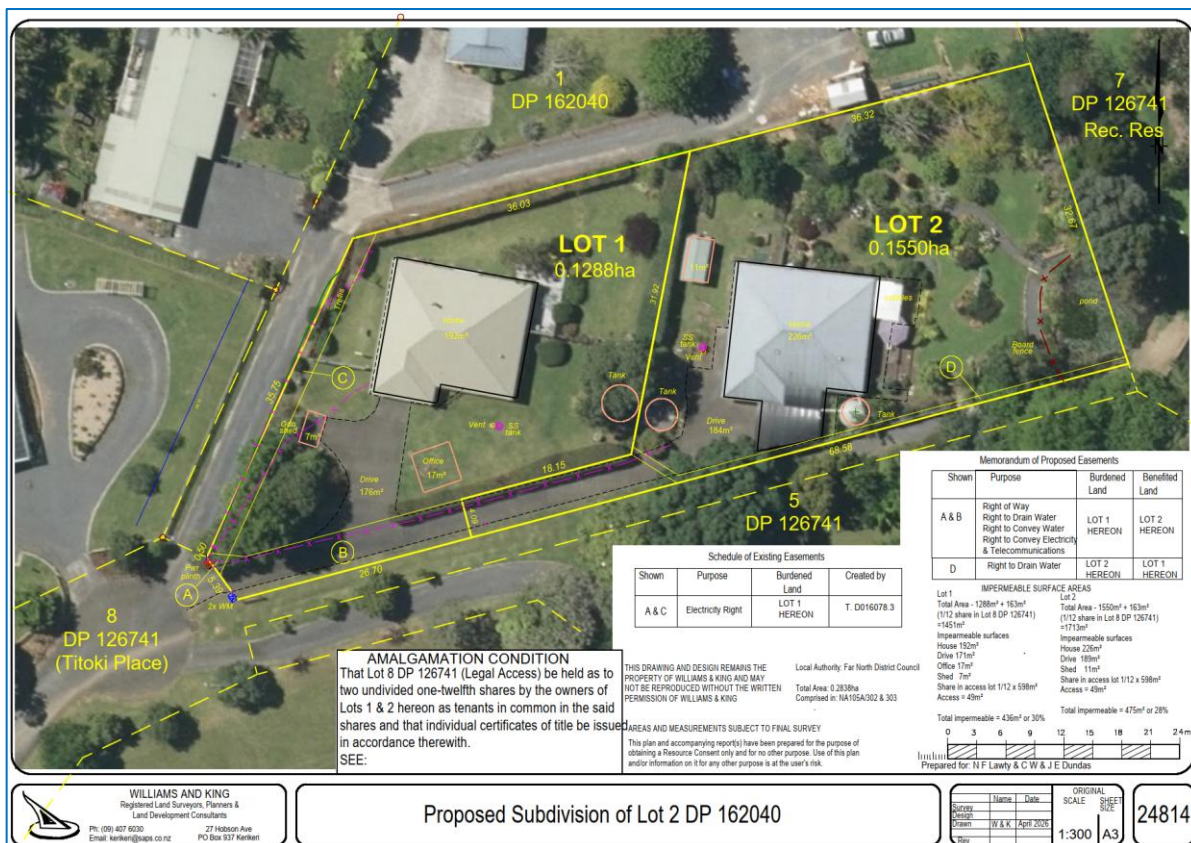


Figure 1: Scheme Plan of Proposed Subdivision

2.2 Stormwater management and existing impermeable surfaces

Existing impermeable surface coverage on Lots 1 and 2 is tabled on the Scheme Plan. This amounts to 30% and 28% on Lots 1 and 2 respectively, in both cases taking into account the 1/12th share in Lot 8 DP 126741 (Titoki Place).

The original subdivision (DP 126741 / 2103-TCPBIC) was designed to collect and discharge stormwater via the walkway to the south of the site (which includes a stormwater pipe taking runoff from the kerb and channel and catchpit on Titoki Place, as well as a shaped overland flow path) to a constructed freshwater pond. Stormwater from the sites is understood to follow this route. Easement 'D' over Lot 2 is shown to allow water overflow from the water tank on Lot 1 to discharge to the pond. The subdivision does not increase impermeable surface coverage on either lot, and no further stormwater management is required at this stage.

3. Application site details and description

3.1 Location

The subject land is situated at 17 and 19 Titoki Place, in the Skudders Beach settlement approximately 4km north east of central Kerikeri. Refer to the maps in **Figures 2** and **3**. Titoki Place (Lot 8 DP 126741) is subject to an easement in gross in favour of Council, allowing public access over the private road and a walkway, connecting to Lot 7 DP 126741 (Recreation Reserve).

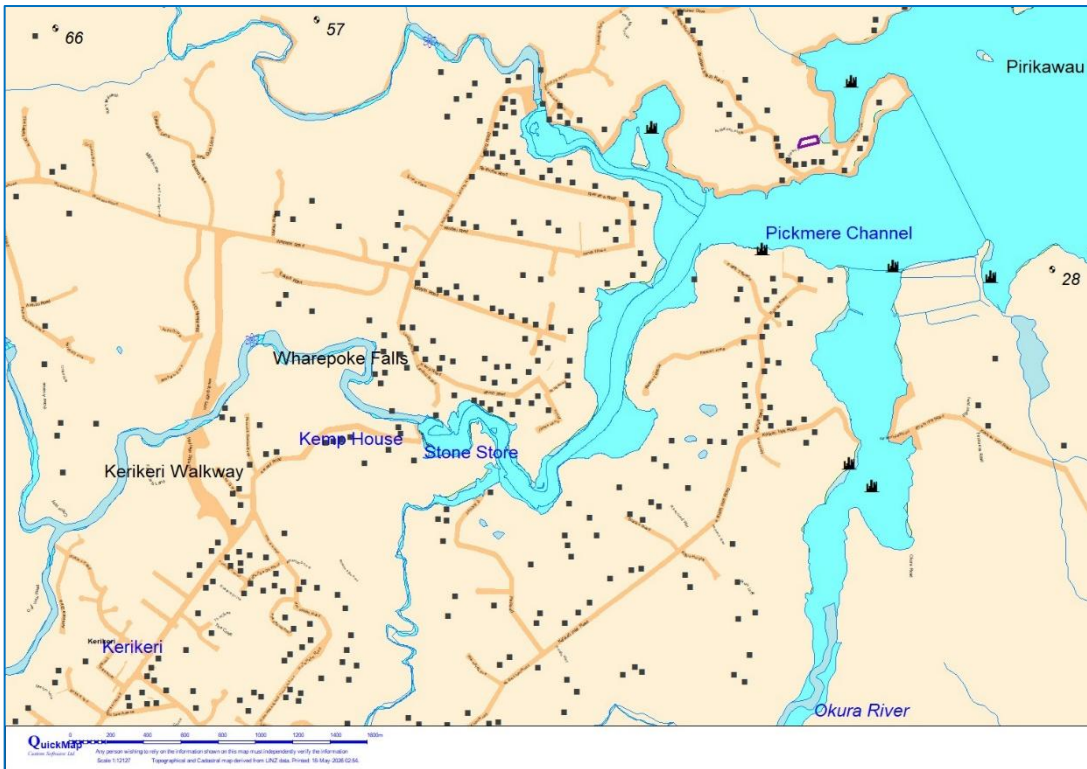


Figure 2: Location Map (Source: QuickMap)

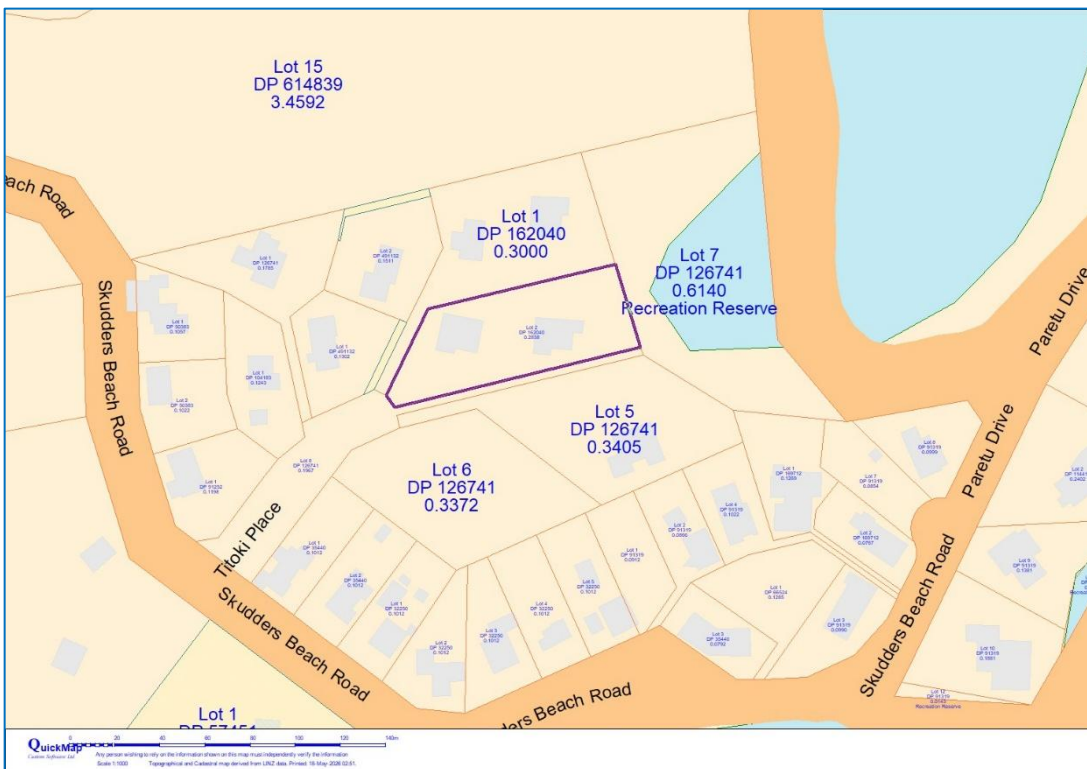


Figure 3: Cadastral Map (Source: QuickMap)

3.2 Legal details

A summary of the records of title subject to the proposed subdivision is provided below. The records of title are attached in **Appendix 3**.

Record of Title & Appellation	Area	Address	Interests
NA105A/302		17 Titoki Place, Kerikeri	<p>Subject to Section 241(2) RMA (Affects Fee Simple)</p> <p>Subject to a right of way over part marked A on DP 126741 specified in Easement Certificate <u>B415820.4</u> (affects Lot 8 DP 126741) (Affects Fee Simple)</p> <p>The easements created by Transfer <u>C002163.4</u> are subject to Section 309 (1) (a) LGA 1974</p> <p><u>C002163.8</u> Encumbrance to Bay of Islands County Council (Affects Fee Simple)</p> <p>Subject to a right of way (in gross) over part marked A and D on DP 126741 in favour of Bay of Islands County Council created by Transfer <u>C002163.4</u> (affects Lot 8 DP 126741) (Affects Fee Simple)</p> <p><u>C521045.3</u> Variation of the conditions of the easement specified in easement certificate B415820.4 (Affects Fee Simple)</p> <p><u>C813863.3</u> Certificate pursuant to Section 321(3) (c) LGA 1974 (Affects Fee Simple)</p> <p>Appurtenant hereto is a right of way and electricity, water supply and telecommunications rights created by Transfer <u>C813863.6</u> - (affects Lot 1 DP 162040) (Affects Fee Simple)</p> <p>The easements created by Transfer <u>C813863.6</u> are subject to Section 243 (a) RMA 1991</p> <p><u>D016078.2</u> Certificate pursuant to Section 321(3) (c) LGA 1974 (Affects Fee Simple)</p> <p><u>D016078.4</u> Lease of Flat 1 DP 171848 Term 999 years commencing on the 2nd July 1996 Composite CT NA105A/302 issued (Affects Fee Simple)</p> <p><u>D016078.5</u> Lease of Flat 2 Composite CT NA105A/302 issued (Affects Fee Simple)</p> <p>Land Covenant in Lease <u>D016078.5</u> (Affects Fee Simple)</p> <p>Land Covenant in Lease <u>D016078.4</u> (Affects Fee Simple)</p> <p>Subject to an electricity right over parts marked C and D on DP 171848 created by Transfer <u>D016078.3</u> (Affects Fee Simple)</p> <p><u>7898779.2</u> Compensation Certificate pursuant to Section 19 Public Works Act 1981</p>
Fee Simple – ½ share in Lot 2 DP 162040	2838m²		
Leasehold - Flat 1 DP 171848			
Fee Simple – 1/12 share in Lot 8 DP 126741	1967m²		
NA105A/303		19 Titoki Place, Kerikeri	<p>Subject to Section 241(2) RMA 1991 (Affects Fee Simple)</p> <p>Subject to a right of way over part marked A on DP 126741 specified in Easement Certificate <u>B415820.4</u> (affects Lot 8 DP 126741) (Affects Fee Simple)</p> <p>The easements created by Transfer <u>C002163.4</u> are subject to Section 309 (1) (a) LGA 1974</p> <p><u>C002163.8</u> Encumbrance to Bay of Islands County Council (Affects Fee Simple)</p> <p>Subject to a right of way (in gross) over parts marked A and D on DP 126741 in favour of Bay of Islands County Council created by Transfer <u>C002163.4</u> (affects Lot 8 DP 126741) (Affects Fee Simple)</p> <p><u>C521045.3</u> Variation of the conditions of the easement specified in B415820.4 (Affects Fee Simple)</p> <p>Appurtenant hereto is a right of way and electricity, water supply and telecommunications rights created by Transfer <u>C813863.6</u> - (Affects Fee Simple)</p> <p>The easements created by Transfer <u>C813863.6</u> are subject to Section 243 (a) Resource Management Act 1991</p>
Fee Simple – ½ share in Lot 2 DP 162040	2838m²		
Leasehold – Flat 2 DP 171848	-		
Fee Simple – 1/12 share in Lot 8 DP 126741	1967m²		

		<p><u>C813863.3</u> Certificate pursuant to Section 321(3) (c) Local Government Act 1974 (Affects Fee Simple)</p> <p><u>D016078.5</u> Lease of Flat 2 DP 171848 Term 999 years commencing on the 2nd July 1996 Composite CT NA105A/303 issued (Affects Fee Simple)</p> <p><u>D016078.2</u> Certificate pursuant to Section 321(3) (c) Local Government Act 1974 - (Affects Fee Simple)</p> <p><u>D016078.4</u> Lease of Flat 1 Composite CT NA105A/302 issued (Affects Fee Simple)</p> <p>Land Covenant in Lease <u>D016078.4</u> (Affects Fee Simple)</p> <p>Land Covenant in Lease <u>D016078.5</u> (Affects Fee Simple)</p> <p>Subject to an electricity right over parts marked C and D on DP 171848 created by Transfer <u>D016078.3</u> (Affects Fee Simple)</p> <p><u>7898779.5</u> Compensation Certificate pursuant to Section 19 Public Works Act 1981</p>
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Table 1: Legal & Address Details of Subject Records of Title

3.3 Site conditions and land use

Lots 1 and 2 each contains a single storey residential dwelling and onsite wastewater system, authorised by BC-1995-1137-0. Small accessory buildings and water tanks are also present on each lot.

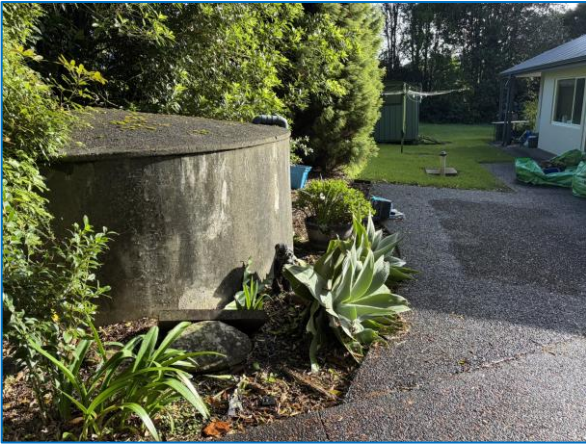
A sealed driveway on each lot provides access to the garage and parking area.

Each lot is reasonably level, with slight falls to the east. They are largely surrounded by a landscaped border, and the proposed boundary between Lots 1 and 2 also follows an existing hedge and vegetation. The remainder of the land is generally in lawn with household landscaping.

The onsite wastewater system for each property is described in a soakage report sourced from Council’s property file as “two 450mm wide x 450mm deep soakage trenches 20 metres long be installed and fed by a 4500 litre septic tank and distribution box”. Refer to **Photographs 2** and **3**, the information shown on the scheme plan, and **Figure 4** showing the approximate layout of the systems.



Photograph 2: Location of septic tank and vent on Lot 1.



Photograph 3: Location of water tank, septic tank and vent on Lot 2.

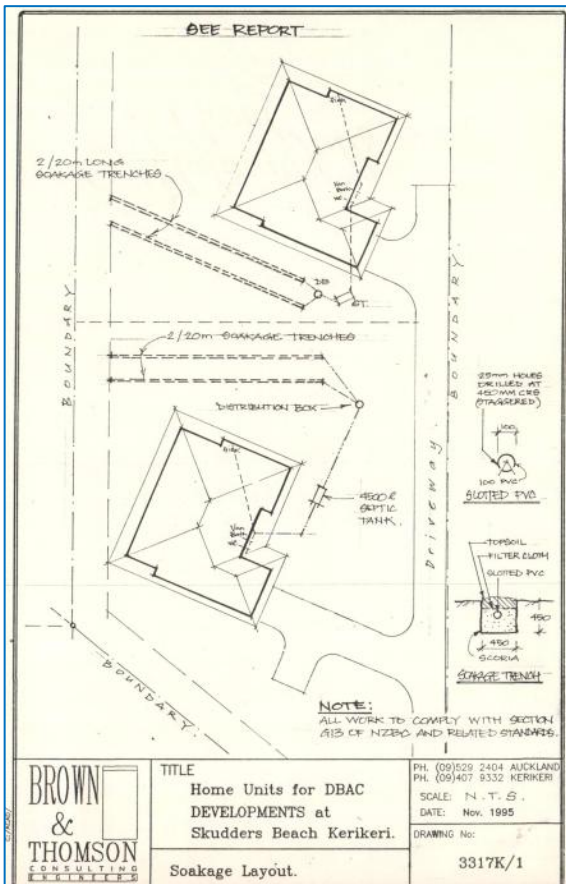


Figure 4: Onsite wastewater layout plan.

3.4 Recorded natural features

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

There are no recorded ecological features – the site is not located within a kiwi habitat in Far North Maps “Species Distribution (DoC)” Map, is not part of a Department of Conservation Protected Natural Area, and does not include any recorded wetlands in Northland Regional Council’s biodiversity wetland mapping.

4. District Plan Assessment

4.1 Far North District Operative District Plan

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

4.1.1 Coastal Residential Zone

Rule	Discussion	Activity Status
10.8.5.2 Residential Intensity	There is one existing dwelling on each lot.	Permitted
10.8.5.1.5 Sunlight	In terms of the relationship of existing buildings with the proposed new boundary between Lots 1 and 2: <ul style="list-style-type: none"> The existing office on Lot 1 is approximately 1.8m from the new boundary, with the site boundary measurement able to be taken from the farthest boundary of the adjoining accessway, being approximately 6m away. This building will comply. The existing garden shed on Lot 2 is 1.5m from the boundary and is less than 3.5m high so will comply. 	Permitted
10.8.5.1.6 Stormwater Management	Impermeable surfaces remain less than 50% on both lots.	Permitted
10.8.5.1.7 Setback from Boundaries	No issues in terms of the relationship of existing buildings with the proposed new boundary between Lots 1 and 2.	Permitted
10.8.5.1.16 Building Coverage	No new buildings or alterations / additions to an existing building are proposed.	Not applicable

4.1.2 Subdivision

Rule	Discussion	Activity Status
13.6.5 Legal Road Frontage	Each lot retains legal frontage to Skudders Beach Road, including via ROW A & B and Titoki Place (Lot 8 DP 126741).	Permitted
13.7.2.1 Minimum Area for Vacant New Lots and New Lots Which Already Accommodate Structures	Lots 1 and 2 are unable to comply with the controlled or discretionary activity minimum lot size for unsewered sites in the Coastal Residential Zone.	Non-complying
13.7.2.2 Allotment Dimensions	Each lot includes an allotment dimension of 14m x 14m that does not encroach into the permitted activity setbacks for the Coastal Residential Zone (3m from the road and 1.2m from other boundaries).	Controlled
13.7.3 Controlled (Subdivision) Activities: Other Matters to be Taken into Account		
13.7.3.1 Property Access	Refer to Assessment below.	
13.7.3.2 Natural and Other Hazards	No adverse effects are anticipated to be generated by the subdivision with respect to natural hazards.	Controlled
13.7.3.3 Water Supply	Existing reticulated water supply connections are in place.	Controlled
13.7.3.4 Stormwater Disposal	Each lot has existing impermeable surfaces and stormwater management for the disposal of collected stormwater from these surfaces. No adverse effects on downstream properties or the receiving environment will arise, as no additional impermeable areas are proposed. As the sites already exist via the current cross lease arrangements, a detailed stormwater report is not considered necessary.	Controlled
13.7.3.5 Sanitary Sewage Disposal	Each lot has an existing on site wastewater disposal system.	Controlled
13.7.3.6 Energy Supply	Each lot has existing connections.	Controlled
13.7.3.7 Telecommunications		Controlled

13.7.3.8 Easements for Any Purpose	Refer to the Memorandum of Easements on the Scheme Plan.	Controlled
13.7.3.9 Preservation of Heritage Resources, Vegetation, Fauna and Landscape ...	No relevant features on the subject site.	Controlled
13.7.3.10 Access to Reserves and Waterways	Not applicable, as existing public access to the Recreation Reserve Lot 7 DP 126741 is available via Titoki Place.	Not applicable
13.7.3.11 Land Use Compatibility	No issues.	Not applicable
13.7.3.12 Proximity to Airports	Not applicable.	Not applicable

4.1.3 Access

Rule	Discussion	Activity Status
15.1.6C.1.1 Private Accessway in all Zones, 15.1.6C.2 Discretionary Activities	The existing private accessway is sufficiently formed to 3m width; however, legal width is less than 5m. There is no increase in the number of "sites" using this or Titoki Place.	Discretionary
15.1.6C.1.6 Vehicle Crossing Standards in Urban Zones	No additional vehicle crossings are required.	Not applicable
15.1.6C.1.7 General Access Standards	No issues caused by proposed subdivision.	Permitted
15.1.6C.1.8 Frontage to Existing Roads	Skudders Beach Road is considered sufficiently formed	Permitted

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

Overall, the proposal has been assessed as a non-complying activity. The relevant considerations specified in Sections 104, 104B, 104D and 106 of the Resource Management Act 1991 are addressed in Sections 5 and 6 of this Report.

4.2 Far North Proposed District Plan

Under the Far North Proposed District Plan, the land is zoned Settlement with Coastal Environment and Coastal Flood Overlays.

There are no applicable rules with immediate legal effect under the Proposed District Plan. Relevant inoperative rules are assessed below.

4.2.1 Area-Specific Matters –Settlement Zone

Rule	Discussion	Compliance
RSZ-R2 Impermeable Surface Coverage	Less than 35% / 600m ² existing or anticipated impermeable surface coverage on each lot.	These rules do not have legal effect.
RSZ-S2 Height in relation to boundary	No issues.	
RSZ-S3 Setback	No issues	
RSZ-S6 Outdoor living space	No issues	

4.2.2 District-Wide Matters – Transport

Rule	Discussion	Compliance
TRAN-R2 Vehicle crossings and access, including private accessways	No changes to the existing vehicle crossing and private accessway are proposed. Less than eight household equivalents are served. Legal and carriageway widths are achieved to comply with TRAN-Table 9.	This rule does not have legal effect.

4.2.3 District Wide Matters – Subdivision

Rule	Discussion	Compliance
SUB-R3 Subdivision of land to create a new allotment.	<p>CON-1</p> <ul style="list-style-type: none"> Existing connections to reticulated water supply are established. Stormwater management is existing. Existing onsite wastewater disposal systems are established. Power and telecommunications connections are established. Easements in the memorandum to be shown on the survey plan. <p>CON-2</p> <ul style="list-style-type: none"> Controlled / discretionary activity allotment sizes are not achieved. No esplanade reserve requirements. 	These rules do not have legal effect.
SUB-R12 Subdivision of a site within coastal hazard areas	Restricted Discretionary activity specified – existing building platforms and access are outside of the coastal flooding area.	
SUB-R20 Subdivision of a site within the Coastal Environment.	Discretionary Activity specified.	

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

There are no relevant rules with legal effect.

5. Assessment of Environmental Effects

Section 104(1)(a) and (ab) require the consent authority, subject to Part 2 of the Act, to have regard to any actual and potential effects on the environment of allowing the activity and any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity.

Section 104(2) indicates that a consent authority may disregard an adverse effect of the activity on the environment if a national environmental standard of the plan permits an activity with that effect and Section 104(3)(a)(ii) requires a consent authority to not, when considering an application, have regard to any effect on a person who has given written approval to the application (unless that person has withdrawn the written approval before the date of a hearing or before the application is determined, as set out in 104(4)).

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

5.1 Allotment sizes and dimensions

The proposed lot sizes and dimensions generally reflect the existing cross lease areas, with minor adjustments to account for the division of the private accessway within the existing common area. The subdivision design also reflects the established layout of buildings, access, and services, and represents a logical and efficient outcome. There will be no change to the existing pattern of physical development or access arrangements.

5.2 Natural and other hazards

Proposed Lot 2 is within a coastal flood hazard zone (Zones 0 – 3), which affects the eastern portion of the site, to the east of the existing dwelling. Additionally, virtually all of the Lots 1 and 2 are within the NRC ‘Blue Zone – Tsunami Evacuation Zone – Tsunami Inundation Zone’.

No alterations to the existing land use and buildings on either lot are proposed. No adverse effects are expected to arise with respect to natural and other hazards as a result of the proposed subdivision.

In terms of section 106(1)(a) of the RMA, the lots are both fully developed and the use of the land has been established, and the subdivision will not generate any risk to the application sites or other land in terms of natural hazards.

5.3 Water supply

The property is within the area of benefit for water reticulation, and each lot has an existing water connection. An existing fire hydrant is also located nearby, at the eastern end of Titoki Place. The proposal has no new requirements in terms of water supply besides an easement over Lot 1 to cover Lot 2’s water supply.

5.4 Stormwater disposal

Both lots are fully developed; and the proposal has no impact in terms of stormwater drainage, including the quantity or quality of stormwater runoff. The overall proportion of impermeable surfaces is not changing and complies with the permitted activity standard of coverage for the Coastal Residential Zone. The conversion of the cross lease titles to freehold does not introduce any new impermeable surfaces and does not result in increased runoff or any new adverse effects in terms of stormwater drainage.

5.5 Sanitary sewage disposal

Existing onsite wastewater treatment and disposal systems are described in section 3.3; these remain fully within the lot boundaries proposed. The proposal therefore avoids adverse impacts in terms of sanitary sewage disposal.

5.6 Energy and telecommunications supply

Lots 1 and 2 have existing power and telecommunication supply, with the supply to Lot 2 protected by easements ‘A’ and ‘B’. No adverse effect in terms of energy and telecommunications supply will arise.

5.7 Easements for any purpose

A memorandum of easements is shown on the scheme plan, comprising easements A & B over Lot 1 for right of way the right to drain water, and the right to convey water, electricity and telecommunications, and easement D over Lot 2 for the right to drain water to the pond in the south eastern corner of Lot 2.

5.8 Property Access

Property access to Lots 1 and 2 from Skudders Beach Road via Titoki Place is established as a shared sealed driveway, formed to 3m width. The existing vehicle crossing, private accessway, parking and maneuvering arrangements will remain unchanged from the current situation with no additional traffic using access or egress into the site. As suitable access is already formed to the boundary of each site, it is considered that the proposal avoids adverse effects in this regard.

5.9 Earthworks and utilities

Each lot has existing utility connections, with no further work required to service the lots.

Earthworks are not required to complete the subdivision.

5.10 Preservation and enhancement of heritage resources, vegetation, fauna and landscape

The subject land does not contain any known or mapped heritage resources, archaeological sites or sites of cultural significance. It is modified through previous land use and building activities. Earthworks are not required to complete the subdivision, and no disturbance to any heritage features will result.

Likewise, the land does not include an areas of significant indigenous vegetation or significant habitats of indigenous fauna. The proposed subdivision does not generate any direct or indirect adverse effects on flora or habitats.

The site is part of an established coastal residential area, and is not part of an outstanding landscape or area of high or outstanding natural character.

5.11 Land use incompatibility

Lots 1 and 2 are developed for residential use, in accordance with the District Plan zoning and the use of adjoining properties. The proposal will not result in any adverse effects in relation to land use incompatibility or reverse sensitivity.

5.12 Natural character of the coastal environment

There will be no change to the natural character of this area of the coastal environment, with each lot retaining its existing residential use within an existing coastal settlement.

6. Statutory Assessment

Section 104(1)(b) of the Resource Management Act 1991 requires the consent authority, subject to Part 2 of the Act, to have regard to any relevant provisions of a national environmental standard, other regulations, a national policy statement, a New Zealand coastal policy statement, a regional policy statement, a plan or proposed plan, and any other matter the consent authority considers relevant and reasonably necessary to determine the application. Of relevance to the proposed activity are the following documents, which are commented on in the following Sections 6.1 – 6.6 of this Report. This is followed by an assessment of Part 2 of the Act.

- *Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011*
- *National Policy Statement for Natural Hazards 2025*
- *Regional Policy Statement for Northland*
- *Operative Far North District Plan*
- *Proposed Far North District Plan*
- *Regional Plan for Northland*

6.1 National Environmental Standards

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

The subject land is not recorded on the Northland Regional Council Selected Land-use Register as a site that has been used for any activity included in the Ministry for the Environment’s Hazardous Activities and Industries List.²

Review of historic aerial photography using Retrolens indicates that the land was in pasture as farmland between 1965 and 1982. The residential subdivision was completed in the late 1980s.

Therefore, using Method 6(2) of the NES-CS, using the most up-to date information held by Council, the subject site is not considered to be a ‘piece of land’ in terms of the above regulations.

6.2 National Policy Statements

6.2.1 National Policy Statement for Natural Hazards 2025 “NPS-NH”

Proposed Lot 2 is within a coastal flood hazard zone (Zones 0 – 3), which affects the eastern portion of the site, to the east of the existing dwelling.

Additionally, virtually all of the Lots 1 and 2 are within the NRC ‘Blue Zone – Tsunami Evacuation Zone – Tsunami Inundation Zone’.

Coastal inundation and tsunami are both listed as applicable natural hazards in Section 1.3.1(d) and (g) of the NPS-NH.

The sole objective of the NPS-NH is copied below.

2.1 Objective

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

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

Risk Matrix

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

² Northland Regional Council (n.d.): *Selected Land-use Register Map*. Retrieved 23 April 2026 from <https://localmaps.nrc.govt.nz/localmapsviewer/?map=65b660a9454142d88f0c77b258a05f21>

Table 1: Likelihood table

Likelihood level	Annual exceedance probability (AEP)	Average recurrence interval (ARI) or 'return period'
Almost certain	10% or more	Up to and including 10 years
Very likely	10% to 5%	Over 10 and up to and including 20 years
Likely	5% to 2%	Over 20 and up to and including 50 years
Possible	2% to 1%	Over 50 and up to and including 100 years
Unlikely	1% to 0.2%	Over 100 and up to and including 500 years
Rare	0.2% to 0.02%	Over 500 and up to and including 5,000 years
Very rare	less than 0.02%	More than 5,000 years

The mapped coastal flood levels are based on the 1-in-50 and 1-in-100 year storm events. Therefore, the likelihood of inundation within coastal flood hazard zone 1 (1-in-50 year storm event) can be assessed as likely, or unlikely for the remaining coastal flood hazard zones.

The tsunami evacuation zone is based on an area inundated by a tsunami with a 500 year return period. This translates to an 'unlikely' likelihood level.

Table 2: Consequence table

Consequence level	Damage to property	Potential for injury or fatalities
Catastrophic	Severe damage to land and building(s), potential for collapse or total destruction of structures. Building(s) need to be demolished, rebuilt or relocated.	High threat to life safety, with probable fatalities and/or critical injuries.
Major	Major damage to land and building(s), including structural damage. Loss of use and substantial repair required.	Unsafe for people, with potential for many injuries, or critical injuries and/or fatalities.
Moderate	Some damage to land and non-structural damage to building(s). Limited loss of use, repairs required.	Unsafe for people, with potential for injuries, although expected to be minor.
Minor	Minor damage to land and building(s). No loss of use, minimal repairs required.	Isolated minor injuries possible.
Negligible	No loss of use, no building repairs required.	No injuries.

Coastal flood hazard zone 1 affects only the pond at the south eastern corner of Lot 2. The consequence of this area becoming inundated are considered 'negligible', meaning that there is a low level of natural hazard risk.

For other flood hazards with an 'unlikely' level of occurrence, the extent of inundation varies, but does not reach the existing building or wastewater field, or the access to the property from Titoki Place. Again, the consequence is considered negligible, meaning that there is a low level of natural hazard risk.

The consequence of tsunami inundation ('unlikely') is considered to be minor to moderate, cumulating in a low to medium level of tsunami risk.

Part 2: Objective and policies

2.1 Objective

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

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

2.2 Policies

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

Natural hazard risk has been assessed using the risk matrix.

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

Both lots are fully developed residential sites, and in these circumstances, the subdivision does not result in any increase in the level of natural hazard risk.

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

Not applicable.

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

Not applicable.

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

Most recent natural hazard mapping has been referred to.

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

The mapped 'Coastal Flood Hazard Zone 3' takes into account a 100 year and rapid sea level rise scenario. It has the greatest extent, which remains outside of the existing dwelling and its property access.

6.3 Regional Policy Statement for Northland ("RPS")

The RPS provides an overview of resource management issues and gives objectives, policies, and methods to achieve integrated management of natural and physical resources of the region.

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

Policy 5.1.1 – Planned and coordinated development - requires co-ordinated location, design and building or subdivision, use and development. Relevant matters are listed under (a), (c), (e), (f), (g) and (h). These matters have been considered in preceding sections of this report. In particular, the proposed subdivision creates freehold titles for the existing residential dwellings which are served with suitable infrastructure. No change of the existing land use will result from the proposal. The site is not a primary production zone, does not contain highly versatile soils. The proposal is in accordance with this policy.

6.4 Objectives and Policies – Far North Operative District Plan

The objectives and policies of the Coastal Environment, Coastal Residential Zone, Subdivision and Transportation of the Operative District Plan are relevant to this proposal and are commented on below. It is considered that the proposal is consistent with the relevant strategies.

COASTAL ENVIRONMENT	
10.3 Objectives	
<i>10.3.1 To manage coastal areas in a manner that avoids adverse effects from subdivision, use and development. Where it is not practicable to avoid adverse effects from subdivision use or development, but it is appropriate for the development to proceed, adverse effects of subdivision use or development should be remedied or mitigated.</i>	Adverse effects are generally avoided given the existing land use established on each lot.
<i>10.3.2 To preserve and, where appropriate in relation to other objectives, to restore, rehabilitate protect, or enhance: (a) the natural character of the coastline and coastal environment; (b) areas of significant indigenous vegetation and significant habitats of indigenous fauna; (d) the open space and amenity values of the coastal environment; (e) water quality and soil conservation (insofar as it is within the jurisdiction of the Council)</i>	The existing level of natural character, open space and amenity values will be retained, and the proposal has no adverse impacts on ecological values, water quality and soil conservation.
<i>10.3.3 To engage effectively with Maori to ensure that their relationship with their culture and traditions and taonga is identified, recognised, and provided for.</i>	There are no known or recorded heritage or cultural sites within the subject property. No land disturbance is proposed.
<i>10.3.8 To ensure provision of sufficient water storage to meet the needs of coastal communities all year round.</i>	Reticulated water supply is established.
10.4 Policies	
<i>10.4.1 That the Council only allows appropriate subdivision, use and development in the coastal environment. Appropriate subdivision, use and development is that where the activity generally: (a) recognises and provides for those features and elements that contribute to the natural character of an area that may require preservation, restoration or enhancement; and (b) is in a location and of a scale and design that minimises adverse effects on the natural character of the coastal environment; and (c) has adequate services provided in a manner that minimises adverse effects on the coastal environment and does not adversely affect the safety and efficiency of the roading network; and (d) avoids, as far as is practicable, adverse effects which are more than minor on heritage features, outstanding landscapes, cultural values, significant indigenous vegetation and significant habitats of indigenous fauna, amenity values of public land and waters and the natural functions and systems of the coastal environment; and (e) promotes the protection, and where appropriate restoration and enhancement, of areas of significant indigenous vegetation and significant habitats of indigenous fauna; and (f) 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 (g) where appropriate, provides for and, where possible, enhances public access to and along the coastal marine area; and (h) gives effect to the New Zealand Coastal Policy Statement and the Regional Policy Statement for Northland.</i>	The proposal is considered to be an appropriate subdivision, which does not impact natural character, the coastal environment, heritage, landscape, cultural or ecological features, existing amenity values. The proposal has no implications in terms of public access or servicing.

10.4.2 That sprawling or sporadic subdivision and development in the coastal environment be avoided through the consolidation of subdivision and development as far as practicable, within or adjoining built up areas, to the extent that this is consistent with the other objectives and policies of the Plan.	The developed lots are located within an existing settlement and the proposed subdivision is neither sprawling nor sporadic.
10.4.9 That development avoids, where practicable, areas where natural hazards could adversely affect that development and/or could pose a risk to the health and safety of people.	Part of Lot 2 is subject to potential coastal flood hazard, and both lots are within a tsunami evacuation zone. The residential buildings and activities are already established, and the proposed subdivision will not generate any increased risk to the health and safety of people.
10.4.10 To take into account the need for a year-round water supply, whether this involves reticulation or on-site storage, when considering applications for subdivision, use and development.	Water supply is available from Council's reticulated system.
10.4.11 To promote land use practices that minimise erosion and sediment run-off, and storm water and waste water from catchments that have the potential to enter the coastal marine area.	No earthworks are required.
10.4.12 That the adverse effects of development on the natural character and amenity values of the coastal environment will be minimised through: (a) the siting of buildings relative to the skyline, ridges, headlands and natural features; (b) the number of buildings and intensity of development; (c) the colour and reflectivity of buildings; (d) the landscaping (including planting) of the site; (e) the location and design of vehicle access, manoeuvring and parking areas	Both lots are fully developed. No restrictions are necessary.
COASTAL RESIDENTIAL ZONE	
10.8.3 Objectives	
10.8.3.1 To enable the development of residential activity in and around existing coastal settlements	The lots are within an existing coastal settlement.
10.8.3.2 To protect the coastline from inappropriate subdivision, use and development.	As the proposal is simply for a change in ownership type, it is not considered to be an inappropriate subdivision.
10.8.4 Policies	
10.8.4.3 That residential activities have sufficient land associated with each household unit to provide for outdoor space and sewage disposal.	Each lot retains ample private outdoor area. There are existing onsite wastewater arrangements.
10.8.4.4 That the portion of a site covered in buildings and other impermeable surfaces be limited to enable open space and landscaping around buildings and avoid or mitigate the effects of stormwater runoff on receiving environment.	No additional impermeable surface coverage is proposed.
10.8.4.5 That provision be made for ensuring sites have adequate access to sunlight and daylight.	The proposed lots maintain adequate access to sunlight and daylight, with there being no implications for access to sunlight and daylight in terms of the proposed subdivision.
SUBDIVISION	
13.3 OBJECTIVES	
13.3.1 To provide for the subdivision of land in such a way as will be consistent with the purpose of the various zones in the Plan, and will promote the sustainable management of the natural and physical resources	The subdivision creates freehold titles consistent with the current established residential use of the site.

<i>of the District, including airports and roads and the social, economic and cultural well being of people and communities.</i>	
<i>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.</i>	The proposed subdivision avoids actual and potential adverse effects.
13.4 POLICIES	
<i>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</i>	The proposal has no implications in terms of the listed values.
<i>13.4.3 That natural and other hazards be taken into account in the design and location of any subdivision.</i>	The change in ownership arrangements as proposed has no implications in terms of natural or other hazards.
<i>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.</i>	Existing property access is established, with no further works required.
<i>13.4.14 That the objectives and policies of the applicable environment and zone and relevant parts of Part 3 of the Plan will be taken into account when considering the intensity, design and layout of any subdivision.</i>	Refer to the assessment above.
TRANSPORTATION	
15.1.3 OBJECTIVES	
<i>15.1.3.1 To minimise the adverse effects of traffic on the natural and physical environment.</i>	The proposal will not generate any additional traffic. Existing access arrangements provide an adequate level of service for the existing residential activities.
15.1.4 POLICIES	
<i>15.1.4.1 That the traffic effects of activities be evaluated in making decisions on resource consent applications.</i>	The proposal will not generate any traffic effects.
<i>15.1.4.6 That the number, size, gradient and placement of vehicle access points be regulated to assist traffic safety and control, taking into consideration the requirements of both the New Zealand Transport Agency and the Far North District Council.</i>	The lots use an existing vehicle access point.

6.5 Objectives and Policies - Far North Proposed District Plan

Relevant objectives and policies set out under the chapters 'Settlement Zone', 'Coastal Environment', 'Natural Hazards' and 'Subdivision' are commented on below, and it is concluded that the proposal will be consistent with the relevant strategies.

COASTAL ENVIRONMENT	
Objectives	
<i>CE-O2 and use and subdivision in the coastal environment:</i> <i>a. preserves the characteristics and qualities of the natural character of the coastal environment;</i> <i>b. is consistent with the surrounding land use;</i> <i>c. does not result in urban sprawl occurring outside of urban zones;</i>	The proposed subdivision preserves the current level of natural character.

<p>d. <i>promotes restoration and enhancement of the natural character of the coastal environment; and</i></p> <p>e. <i>recognises tangata whenua needs for ancestral use of whenua Māori.</i></p>	
<p><i>CE-O3 Land use and subdivision in the coastal environment within urban zones is of a scale that is consistent with existing built development.</i></p>	<p>There is no change to the scale of existing built development as a result of the subdivision.</p>
<p>Policies</p>	
<p><i>CE-P3 Avoid significant adverse effects and avoid, remedy or mitigate other adverse effects of land use and subdivision on the characteristics and qualities of the coastal environment not identified as:</i></p> <p>a. <i>outstanding natural character;</i></p> <p>b. <i>ONL;</i></p> <p>c. <i>ONF.</i></p>	<p>The proposal does not generate any significant or other adverse effects on the characteristics and qualities of the coastal environment.</p>
<p><i>CE-P4 Preserve the visual qualities, character and integrity of the coastal environment by:</i></p> <p>a. <i>consolidating land use and subdivision around existing urban centres and rural settlements; and</i></p> <p>b. <i>avoiding sprawl or sporadic patterns of development.</i></p>	<p>The proposal meets this policy, as it is neither sprawling nor sporadic.</p>
<p><i>CE-P5 Enable land use and subdivision in urban zones within the coastal environment where:</i></p> <p>a. <i>there is adequacy and capacity of available or programmed development infrastructure; and</i></p> <p>b. <i>the use is consistent with, and does not compromise the characteristics and qualities.</i></p>	<p>Existing infrastructure is provided to both lots.</p>
<p><i>CE-P10 Manage land use and subdivision to preserve and protect the natural character of the coastal environment, and to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:</i></p> <p>a. <i>the presence or absence of buildings, structures or infrastructure;</i></p> <p>b. <i>the temporary or permanent nature of any adverse effects;</i></p> <p>c. <i>the location, scale and design of any proposed development;</i></p> <p>d. <i>any means of integrating the building, structure or activity;</i></p> <p>e. <i>the ability of the environment to absorb change;</i></p> <p>f. <i>the need for and location of earthworks or vegetation clearance;</i></p> <p>g. <i>the operational or functional need of any regionally significant infrastructure to be sited in the particular location;</i></p> <p>h. <i>any viable alternative locations for the activity or development;</i></p> <p>i. <i>any historical, spiritual or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6;</i></p> <p>j. <i>the likelihood of the activity exacerbating natural hazards;</i></p> <p>k. <i>the opportunity to enhance public access and recreation;</i></p> <p>l. <i>the ability to improve the overall quality of coastal waters; and</i></p> <p>m. <i>any positive contribution the development has on the characteristics and qualities.</i></p>	<p>The proposal is based on the existing arrangement of buildings and infrastructure on the lots. No effects in relation to the listed matters and features are anticipated.</p>
<p>SETTLEMENT ZONE</p>	
<p>Objectives</p>	
<p><i>RSZ-O2 Land use and subdivision is of a scale and intensity that is in keeping with the rural or coastal character and amenity of each settlement.</i></p>	<p>The subdivision layout relates to an existing spatial layout of residential development on each lot, and will not affect character or amenity values of the existing environment.</p>
<p><i>RSZ-O3 Land use and subdivision in the Settlement zone is appropriate for the physical and environmental attributes of the site and any infrastructure constraints.</i></p>	<p>Each lot has existing physical development and infrastructure servicing.</p>
<p>Policies</p>	
<p><i>RSZ-P2 Require land use and subdivision in the Settlement zone associated with non-residential activities to demonstrate the ability to provide for onsite infrastructure unless a reticulated service is available.</i></p>	<p>Existing infrastructure is in place for both lots.</p>

<p><i>RSZ-P5 Manage land use and subdivision to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:</i></p> <ul style="list-style-type: none"> <i>a. the scale, character and amenity of the settlement, in particular impacts on existing residential activities;</i> <i>b. siting and design;</i> <i>c. cultural and social well-being, including health and safety;</i> <i>d. potential reverse sensitivity effects both within the settlement and on adjacent zones;</i> <i>e. its location within or adjoining to the settlement; and</i> <i>f. the vitality and viability of nearby urban environments.</i> <i>g. the capacity of the site to cater for on-site infrastructure associated with the proposed activity;</i> <i>h. the adequacy of roading infrastructure to service the proposed activity;</i> <i>i. managing natural hazards;</i> <i>j. any adverse effects on areas with historic heritage and cultural values, natural features and landscapes, natural character or indigenous biodiversity values; and</i> <i>k. any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.</i> 	<p>The subdivision converts the tenure of the land to freehold. The potential adverse effects of the activity are therefore considered to be nil.</p>
<p>NATURAL HAZARDS</p>	
<p>OBJECTIVES</p>	
<p><i>NH-O1 The risks from natural hazards to people, infrastructure and property are managed, including taking into account the likely long-term effects of climate change, to ensure the health, safety and resilience of communities.</i></p>	<p>The proposed conversion to freehold titles does not generate or increase any natural hazard risk.</p>
<p><i>NH-O2 Land use and subdivision does not increase the risk from natural hazards or risks are mitigated, and existing risks are reduced where there are practicable opportunities to do so.</i></p>	<p>The proposed conversion to freehold titles does not generate or increase any natural hazard risk.</p>
<p>POLICIES</p>	
<p><i>NH-P2 Manage land use and subdivision so that natural hazard risk is not increased or is mitigated, giving consideration to the following:</i></p> <ul style="list-style-type: none"> <i>a. the nature, frequency and scale of the natural hazard;</i> <i>b. not increasing natural hazard risk to other people, property, infrastructure and the environment beyond the site;</i> <i>c. the location of building platforms and vehicle access;</i> <i>d. the use of the site, including by vulnerable activities;</i> <i>e. the location and types of buildings or structures, their design to mitigate the effects and risks of natural hazards, and the ability to adapt to long term changes in natural hazards;</i> <i>f. earthworks, including excavation and fill;</i> <i>g. location and design of infrastructure;</i> <i>h. activities that involve the use and storage of hazardous substances;</i> <i>i. aligning with emergency management approaches and requirements;</i> <i>j. whether mitigation results in transference of natural hazard risk to other locations or exacerbates the natural hazard; and</i> <i>k. reduction of risk relating to existing activities.</i> 	<p>The proposed conversion to freehold titles does not generate or increase any natural hazard risk.</p>
<p><i>NH-P7 Manage new land use and subdivision in coastal hazard areas so that:</i></p> <ul style="list-style-type: none"> <i>a. new subdivision avoids locating building platforms within High Risk Coastal Hazard areas and building platforms should be located outside other coastal hazard areas where alternative locations are available and it is practicable to do so;</i> <i>b. new buildings containing vulnerable activities are not located within High Risk Coastal Hazard areas unless:</i> <ul style="list-style-type: none"> <i>i. there is no other suitable location available on the existing site;</i> <i>ii. hazard risks can be mitigated without the need for hard protection structures.</i> <i>d. hazard risk is not transferred to, or increased on, other properties;</i> <i>f. safe vehicle access within the site is provided; and</i> <i>g. services are located and designed to minimise the risk of natural hazards.</i> 	<p>Each lot has an established residential use, with residential dwellings and their access located outside of the coastal flooding area.</p>
<p>SUBDIVISION</p>	
<p><i>SUB-O1 Subdivision results in the efficient use of land, which:</i></p>	<p>The established built form, scale of development, site coverage, and residential</p>

<ul style="list-style-type: none"> a. achieves the objectives of each relevant zone, overlays and district wide provisions; b. contributes to the local character and sense of place; c. avoids reverse sensitivity issues that would prevent or adversely affect activities already established on land from continuing to operate; d. avoids land use patterns which would prevent land from achieving the objectives and policies of the zone in which it is located; e. does not increase risk from natural hazards or risks are mitigated and existing risks reduced; and f. manages adverse effects on the environment. 	<p>use of the lots will remain unchanged. The proposal is therefore considered to be an efficient land use.</p>
POLICIES	
<p><i>SUB-P3 Provide for subdivision where it results in allotments that:</i></p> <ul style="list-style-type: none"> a. are consistent with the purpose, characteristics and qualities of the zone; b. comply with the minimum allotment sizes for each zone; c. have an adequate size and appropriate shape to contain a building platform; and d. have legal and physical access. 	<p>The lots are similar to the existing covenant / exclusive use boundaries of the cross lease titles. The proposal remains consistent with the purpose and characteristics of the zone, with sufficient area, dimension and legal and physical access.</p>
<p><i>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.</i></p>	<p>Refer to the assessment above.</p>

6.6 Regional Plans

6.6.1 Regional Plan for Northland

No consents are necessary for the proposed activity under the Regional Plan for Northland.

6.7 Part 2 of the Resource Management Act 1991

An assessment of the proposal in relation to the relevant purpose and principles of Part 2 of the Resource Management Act 1991 is given below.

PART 2 PURPOSE AND PRINCIPLES

5 Purpose

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

6 Matters of national importance

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

- (a) *the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development:*

7 Other matters

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

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

8 Treaty of Waitangi

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

The proposed subdivision is considered to represent sustainable management of natural and physical resources as it converts the tenure of the land from cross lease to freehold, to achieve a preferable ownership type. No land alteration or disturbance is required. The life supporting capacity of soil, ecosystems and water quality can be safeguarded.

There are no implications in terms of matters of national importance – the natural character of this existing coastal residential area will not change. The relevant matters listed under Section 7 have been given regard and the proposal will not detract from existing amenity values in this residential area or the quality of the environment. The proposal has no known implications in terms of the Treaty of Waitangi.

The proposal is considered to be consistent with the purpose and principles of the Resource Management Act 1991.

7. Consultation & Notification Assessment

7.1 Public Notification

Step 1: Public notification is not required in terms of the criteria listed in 95A(3).

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

Step 3: There are no relevant rules that require public notification. Section 95A(8)(b) requires Council to assess, in accordance with section 95D, whether the activity will have or is likely to have adverse effects on the environment that are more than minor. Section 95D directs Council, among other things, to disregard any effects on persons who own or occupy the application site and any adjacent land; and allows adverse effects of activities permitted by a rule or national environmental standard to be disregarded. As outlined in Section 5 of this report, it is submitted that the potential adverse effects of the proposal will not be more than minor. The application can therefore proceed without being publicly notified.

Step 4: No special circumstances are considered to exist that warrant the application being publicly notified in terms of 95A(9).

7.2 Limited Notification

Step 1: There are no affected customary rights groups in terms of Section 95B(2)(a). The proposed activity is not on or adjacent to, or may affect, land that is the subject of a statutory acknowledgement in terms of Section 95B(3)(a).

Step 2: Limited notification is not precluded in terms of Section 95B(6).

Step 3: In terms of 95B(8) an assessment has been undertaken in accordance with section 95E. No person is considered to be an affected person as the proposed activity is simply to replace the current cross lease arrangement with separate freehold titles, with no changes to residential intensity and building and impermeable surface coverage. There will be no additional traffic, and no changes to the existing physical access arrangements. As such, it is considered that no person will be an adversely affected person, and that limited notification is not required.

Step 4: There are no special circumstances that warrant notification of the application to any other person.

7.3 Summary of Notification Assessment

As outlined above, it is considered that the proposal achieves the statutory criteria to be processed on a non-notified basis.

8. Conclusion

In terms of sections 104, 104B and 104D of the Resource Management Act 1991, we consider that:

- the proposed activity achieves the “gateway test” set out in 104D(1) as:
 - The adverse effects of the activity on the environment resulting from the proposed activity will be minor or less; and
 - The proposal is consistent with the relevant objectives and policies of the Operative and Proposed District Plan. It is considered that similar outcomes would arise between the two plan versions.
- The proposal is in accordance with the Purpose and Principles of the Resource Management Act 1991.
- The proposal is not contrary to the Regional Policy Statement for Northland, or the National Policy Statement for Natural Hazards.

We also note that:

- The proposal has been assessed as satisfying the statutory requirements to proceed without notification.

For these reasons, it is respectfully requested that this application be processed on a non-notified basis and that the Council grant consent to the proposal, subject to appropriate conditions and under delegated authority, as set out in the application and supporting information.

Signed
Natalie Watson,
Resource Planner

Date: 21 May 2026
WILLIAMS & KING
Kerikeri

9. Appendices

- Appendix 1** DP 162040
- Appendix 2** Scheme Plan
- Appendix 3** Records of Title



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier NA105A/302
Land Registration District North Auckland
Date Issued 04 July 1996

Prior References
NA97D/43

Estate Fee Simple - 1/2 share
Area 2838 square metres more or less
Legal Description Lot 2 Deposited Plan 162040
Registered Owners
Nicola Frances Lawty

Estate	Leasehold	Instrument	L D016078.4
		Term	999 years commencing on the 2nd July 1996

Legal Description Flat 1 Deposited Plan 171848
Registered Owners
Nicola Frances Lawty

Estate Fee Simple - 1/12 share
Area 1967 square metres more or less
Legal Description Lot 8 Deposited Plan 126741
Registered Owners
Nicola Frances Lawty

Interests

Subject to Section 241(2) Resource Management Act 1991 (Affects Fee Simple)
Subject to a right of way over part marked A on DP 126741 specified in Easement Certificate B415820.4 (affects Lot 8 DP 126741) (Affects Fee Simple)
The easements created by Transfer C002163.4 are subject to Section 309 (1) (a) Local Government Act 1974
Subject to a right of way (in gross) over part marked A and D on DP 126741 in favour of Bay of Islands County Council created by Transfer C002163.4 - 9.6.1989 at 2.55 pm (affects Lot 8 DP 126741) (Affects Fee Simple)
C002163.8 Encumbrance to Bay of Islands County Council - 9.6.1989 at 2:55 pm (Affects Fee Simple)
C521045.3 Variation of the conditions of the easement specified in easement certificate B415820.4 created by - 28.9.1993 at 2.39 pm (Affects Fee Simple)
C813863.3 Certificate pursuant to Section 321(3) (c) Local Government Act 1974 - 22.2.1995 at 2.24 pm (Affects Fee Simple)
Appurtenant hereto is a right of way and electricity, water supply and telecommunications rights created by Transfer C813863.6 - 22.2.1995 at 2.24 pm (affects Lot 1 DP 162040) (Affects Fee Simple)

The easements created by Transfer C813863.6 are subject to Section 243 (a) Resource Management Act 1991

D016078.2 Certificate pursuant to Section 321(3) (c) Local Government Act 1974 - 4.7.1996 at 1.21 pm (Affects Fee Simple)

Subject to an electricity right over parts marked C and D on DP 171848 created by Transfer D016078.3 - 4.7.1996 at 1:21 pm (Affects Fee Simple)

D016078.4 Lease of Flat 1 DP 171848 Term 999 years commencing on the 2nd July 1996 Composite CT NA105A/302 issued - 4.7.1996 at 1.21 pm (Affects Fee Simple)

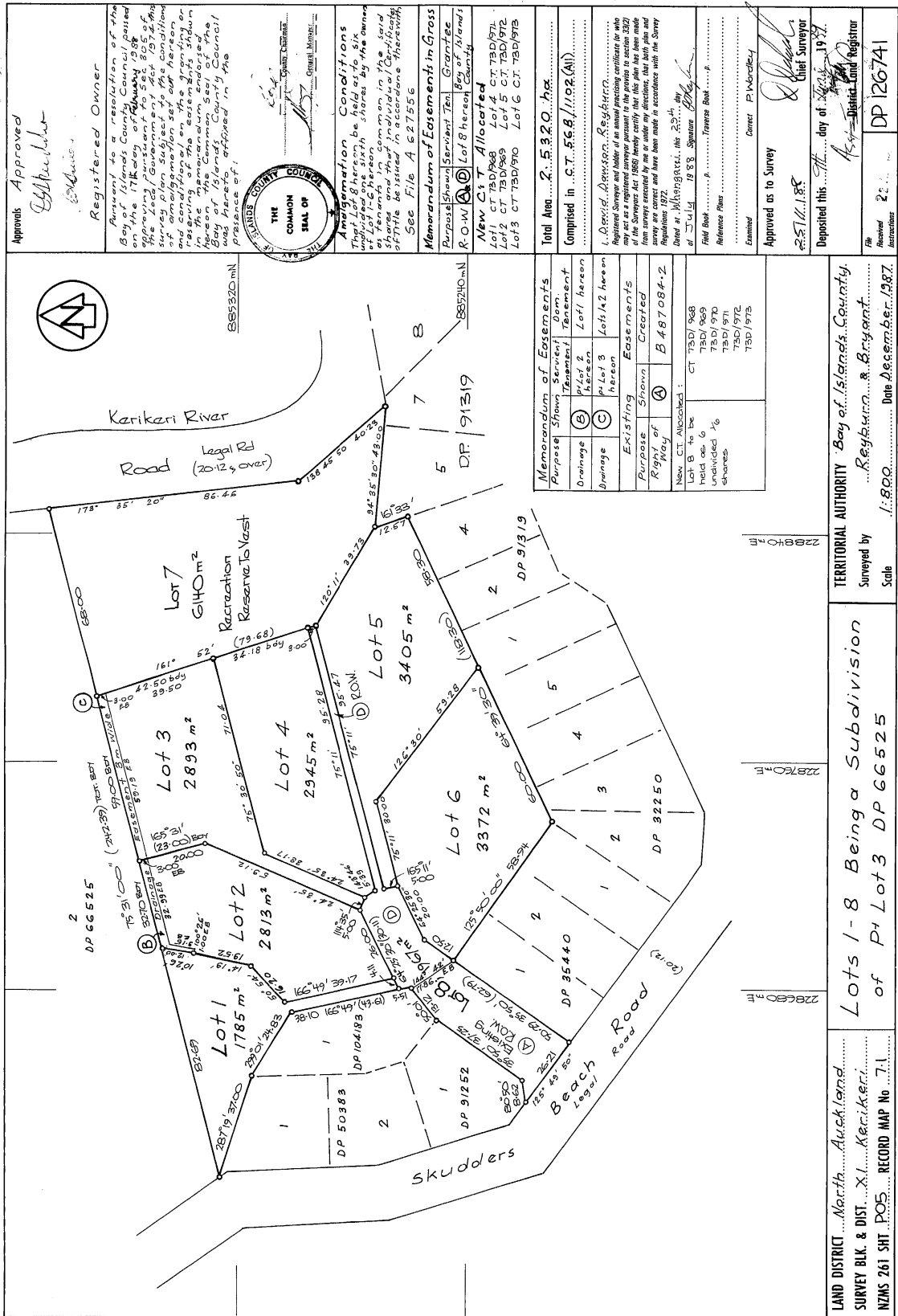
Land Covenant in Lease D016078.4 - 4.7.1996 at 1.21 pm (Affects Fee Simple)

D016078.5 Lease of Flat 2 Composite CT NA105A/302 issued - 4.7.1996 at 1.21 pm (Affects Fee Simple)

Land Covenant in Lease D016078.5 - 4.7.1996 at 1.21 pm (Affects Fee Simple)

7898779.2 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 6.8.2008 at 9:00 am

11977380.3 Mortgage to Westpac New Zealand Limited - 11.2.2021 at 1:08 pm



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

CENTIMETRES

Printed by Lithpress Wellington, New Zealand

Approved pursuant to Section 223 of the Resource Management Act, 1991 on the 22nd Subject of the granting or reserving of the easements set out in the memorandum hereon and to the amalgamation condition set out in the memorandum hereon in the presence of the Registrar-General of the Far North District.

MEMORANDUM OF EASEMENTS

Purpose	Servient Tenement	Dominant Tenement
Right of Way	Lot 1, hereon	Lot 2, hereon
Electricity	Lot 1, hereon	Lot 2, hereon
Water Supply	Lot 1, hereon	Lot 2, hereon

EXISTING EASEMENTS

Purpose	Shown	Created by
Drainage	②	C. 0027163-10

New Cst Allocated:
 Lot 1: CT 97DA2 Lot 8 DP 126741
 Lot 2: CT 97DA3 Lot 9 DP 126741

AMALGAMATION CONDITION
 That Lot 8, DP 126741 (legal access) be held as to six undivided one-sixth shares by the owners of Lots 1 & 2 hereon and that the said shares be held in accordance with the provisions of the said shares and that individual Certificates of Title be issued in accordance therewith.
 See A630203

Total Area 5838 m²
 Comprised in CT 7301970 (AU)
 CT 7301971 (AU)

I, Walter Thompson, Registrar-General, do hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.

Dated at Wellington, this 15 day of March, 1995.

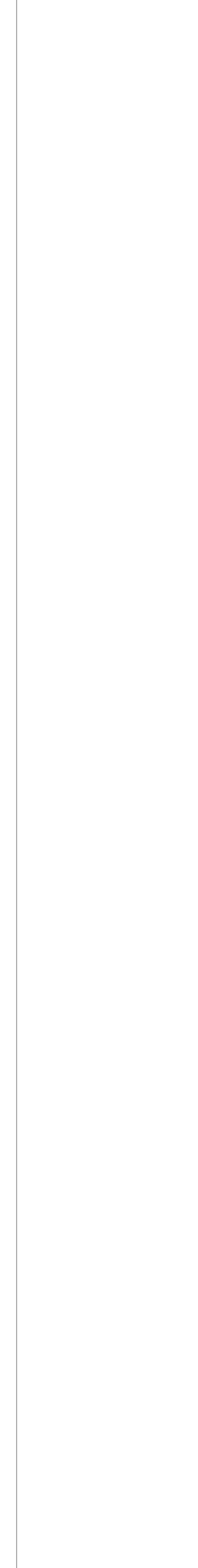
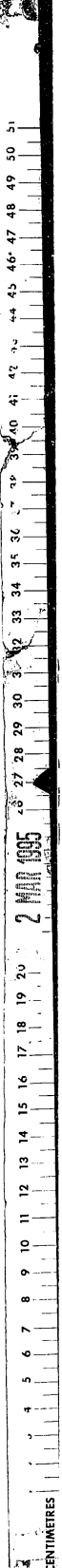
Field Book P Traverse Book P
 Reference Plan P
 Examined Walter Thompson Registrar-General
 Approved as to Survey Walter Thompson Registrar-General
 Deposited this 22 day of March, 1995
 Filed in DP 162040
 Received 22 JUN 1995
 File Reference DP 162040

W.A. ROBERTSON, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

Scale 1:500 Date March 1995

TERRITORIAL AUTHORITY Far North District
 Surveyed by Thomson, Gilkison & King
 Scale 1:500 Date March 1995

LAND DISTRICT North Auckland
 SURVEY BLK. & DIST. XI Kerikeri
 NZMS 261 SH1 P05 RECORD MAP No 7.1





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




R. W. Muir
Registrar-General
of Land

Identifier **NA105A/303**
Land Registration District **North Auckland**
Date Issued 04 July 1996

Prior References
NA97D/43

Estate Fee Simple - 1/2 share
Area 2838 square metres more or less
Legal Description Lot 2 Deposited Plan 162040
Registered Owners
Charles William Dundas and Juliet Elise Dundas

Estate	Leasehold	Instrument	L D016078.5
		Term	999 years commencing on the 2nd July 1996

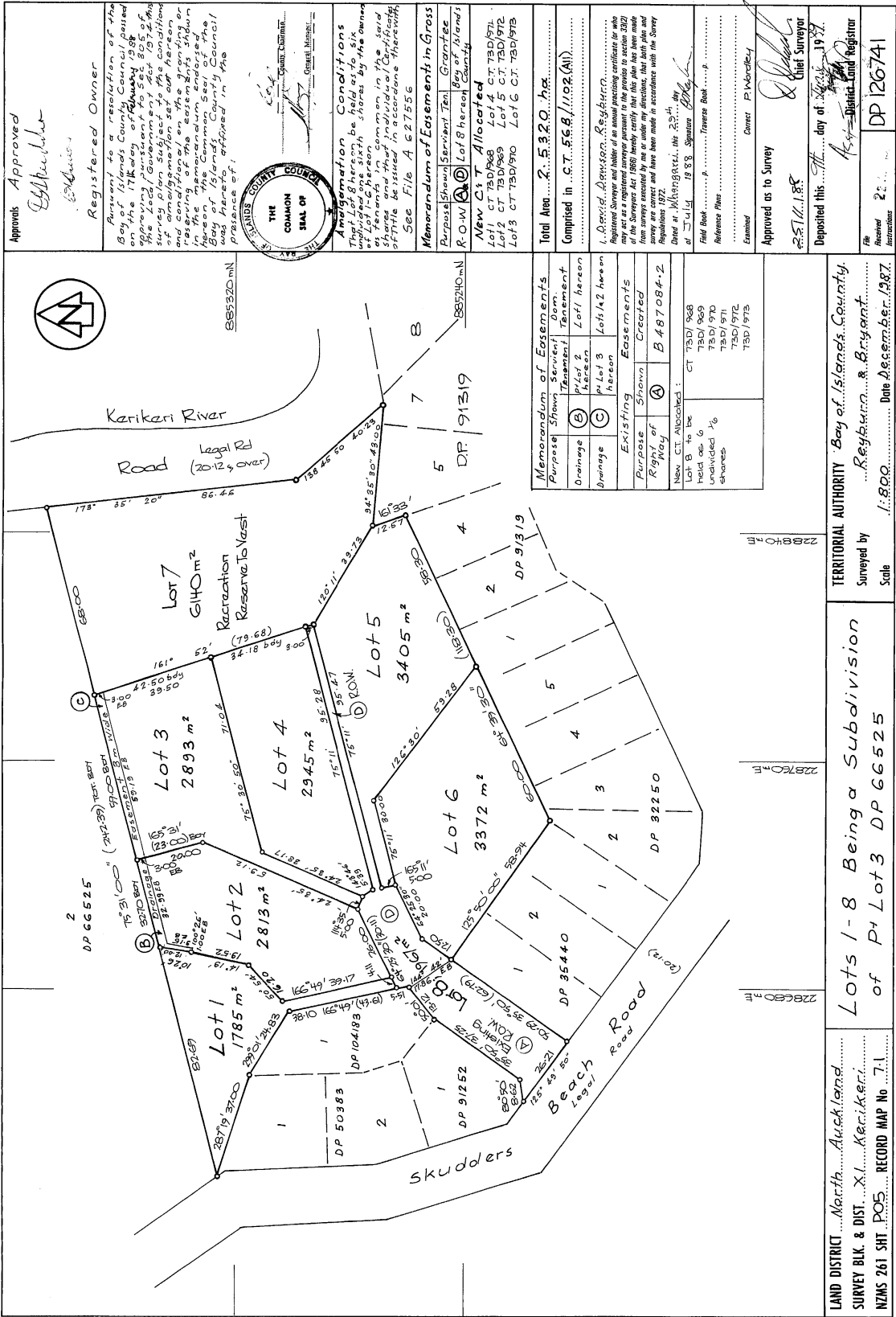
Legal Description Flat 2 Deposited Plan 171848
Registered Owners
Charles William Dundas and Juliet Elise Dundas

Estate Fee Simple - 1/12 share
Area 1967 square metres more or less
Legal Description Lot 8 Deposited Plan 126741
Registered Owners
Charles William Dundas and Juliet Elise Dundas

Interests

Subject to Section 241(2) Resource Management Act 1991 (Affects Fee Simple)
Subject to a right of way over part marked A on DP 126741 specified in Easement Certificate B415820.4 (affects Lot 8 DP 126741) (Affects Fee Simple)
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C813863.3 Certificate pursuant to Section 321(3) (c) Local Government Act 1974 - 22.2.1995 at 2.24 pm (Affects Fee Simple)
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Subject to an electricity right over parts marked C and D on DP 171848 created by Transfer D016078.3 - 4.7.1996 at 1:21 pm (Affects Fee Simple)
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Land Covenant in Lease D016078.4 - 4.7.1996 at 1.21 pm (Affects Fee Simple)
Land Covenant in Lease D016078.5 - 4.7.1996 at 1.21 pm (Affects Fee Simple)
D016078.5 Lease of Flat 2 DP 171848 Term 999 years commencing on the 2nd July 1996 Composite CT NA105A/303 issued - 4.7.1996 at 1.21 pm (Affects Fee Simple)
7898779.5 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 6.8.2008 at 9:00 am
13190511.3 Mortgage to ASB Bank Limited - 16.1.2025 at 12:28 pm



B415820.4 EC

Approved by the District Land Registrars: North Auckland 4221/75, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I, LESLIE GEORGE SKUDDER of Kerikeri, Retired

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Auckland** on the day of **1985** under No. **104183** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 104183

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Part Lot 3 DP 66525	A	Lot 1 DP 104183	57C/700

N.B. On no account should this margin be used

N.B. On no account should this margin be used

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers: **NIL**

N.B. On no account should this margin be used

N.B. On no account should this margin be used

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

- (a) In respect of the right of way intended to be created the Owners for the time being of Lot 1 DP 104183 and the residue of the land in Certificate of Title 55B/698 shall bear equally the costs of maintenance repair and general upkeep where no negligence can be attributed to any specific owner for the time being entitled to use the right of way.
- (b) No Owner whose land is subject to or has appurtenant thereto the right of way that will be created in the terms hereof and by the operation of Section 90A of the Land Transfer Act 1952 or do or permit any act matter or thing whereby any other person entitled to use the said right of way shall be prevented or in any way impeded from so doing.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 7th day of May 19 85

Signed by the above-named

LESLIE GEORGE SKUDDER

Leslie George Skudder

in the presence of


Witness
Occupation
Address

0 1 1 1 1

EASEMENT CERTIFICATE

IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

Correct for purposes of the Land Transfer Act


(Solicitor for) the registered proprietor

The within easement when created will be subject to section 309(1)(a) Local Government Act 1974

Handwritten
AVR
21.5.1985

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

N.B. On no account should this margin be used

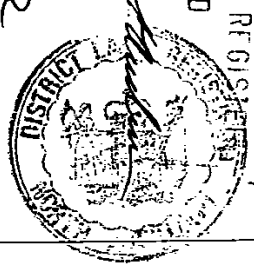
N.B. On no account should this margin be used

(4F) EC
520

District Land Registrar
Assistant
of the District of

9.24 21.MAY 85 B 415820.4
PARTICULARS ENTERED IN REGISTERED
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR

576/700
56B/1102



JAFFE & McLELLAND
SOLICITORS
KERIKERI



MEMORANDUM OF ENCUMBRANCE

WHEREAS DENNIS GEORGE SKUDDER, Butcher and COLLEEN ANN DRIVER, Married Woman both of Kerikeri (hereinafter called "the Encumbrancer") is registered as proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memoranda underwritten or endorsed hereon in the land described in the Schedule hereto (hereinafter called "the said Land").

AND WHEREAS the Encumbrancer has requested the Bay of Islands County Council (hereinafter called "the Council") to consent to a plan of subdivision of the said land.

AND WHEREAS the Council agreed to consent to such subdivision on the condition (inter alia) that the Encumbrancer enter into and execute these presents.

NOW THIS MEMORANDUM WITNESSETH that:

The Encumbrancer hereby encumbers all the land described in the Schedule hereto for the benefit of the Council for a term of 999 years with an annual rent charge of TEN (\$0.10) CENTS to be paid on the 1st day of June each year, if demanded by that date (the first payment if so demanded, being due on the first day of June 1989).

AND the Encumbrancer (for himself his assigns and successors in title) (being registered proprietors for the time being of each of the said lots) covenants with the Council:

1. THAT in respect of the said land the Encumbrancer and his successors in title shall not call upon the Council to fence or

contribute to the cost of boundary fencing between the said land and the land vested in the Council as reserve being described as Lot 7 on Deposited Plan 126741

PROVIDED HOWEVER that this Covenant shall be enforceable only as against the registered proprietor or proprietors for the time being of the said land or any parts thereof.

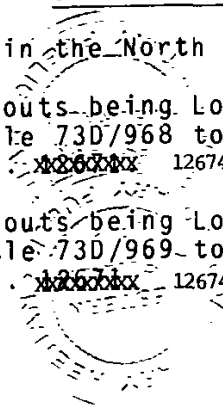
2. THAT the costs and disbursements of and incidental hereto including those incurred by the Council in connection with the imposition of the conditions hereinbefore mentioned and also the costs of and incidental to compliance with the covenants set out in clause 1 hereof and the Council's reasonable expenses related thereto shall be borne by the Encumbrancer.

3. THAT the powers and remedies hereby given to the Council are in addition to all other powers and remedies conferred on it by the Local Government Act 1974, the Public Works Act 1981 and any other Act, Regulation or Statutory requirement thereunto it enabling AND the exercise by the Council of any power or remedy under these presents or under any such provision as aforesaid shall not prejudice its authority to exercise any other such power or remedy.

SCHEDULE

Estates in fee simple in the North Auckland Land District.

1. 1785 m or thereabouts being Lot 1 D.P. 126741 contained in Certificate of Title 73D/968 together with undivided 1/6 share in Lot 8 D.P. ~~126741~~ 126741.
2. 2813 m or thereabouts being Lot 2 D.P. 126741 contained in Certificate of Title 73D/969 together with undivided 1/6 share in Lot 8 D.P. ~~126741~~ 126741.



Handwritten signatures and initials, including 'J.H.B.' and '1979'.

- 3. 2893 m or thereabouts being Lot 3 D.P. 126741 contained in Certificate of Title 73D/970 together with undivided 1/6 share in Lot 8 D.P. ~~126741~~ 126741.
- 4. 2945 m or thereabouts being Lot 4 D.P. 126741 contained in Certificate of Title 73D/971 together with undivided 1/6 share in Lot 8 D.P. ~~126741~~ 126741.
- 5. 3405 m or thereabouts being Lot 5 D.P. 126741 contained in Certificate of Title 73D/972 together with undivided 1/6 share in Lot 8 D.P. ~~126741~~ 126741.
- 6. 3372 m or thereabouts being Lot 6 D.P. 126741 contained in Certificate of Title 73D/973 together with undivided 1/6 share in Lot 8 D.P. ~~126741~~ 126741.

John D. Driver
John D. Driver
John D. Driver
John D. Driver

IN WITNESS whereof these presents have been executed this
8th day of March 1989.

SIGNED by the said
DENNIS GEORGE SKUDDER
 in the presence of :

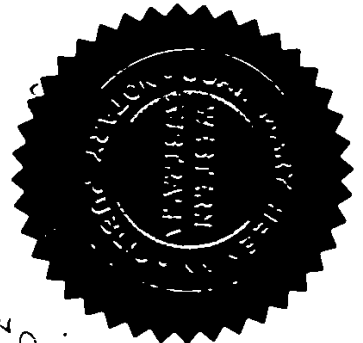
D. Skudder

Witness Signature *Joan M. Keenan*
 " Occupation *Notary Public*
 " Address *Western Australia*

SIGNED by the said
COLLEEN ANN DRIVER
 in the presence of :

Colleen Ann Driver

Witness Signature *Joan M. Keenan*
 " Occupation *Notary Public*
 " Address *Western Australia*



DATED

1989

DENNIS GEORGE SKUDDER and
COLLEEN ANN DRIVER

("the Encumbrancer")

Correct for the purposes
of the Land Transfer Act 1952:

BAY OF ISLANDS COUNTY COUNCIL

("the Council")

Solicitor for the Council:

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

MEMORANDUM OF ENCUMBRANCE

Assistant/District Land
Registrar in the District of
North Auckland

McBREARTY DODDS & DON
SOLICITORS
DX 10201
KERIKERI



2.55 09 JUN 89 C 002163
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
13/06/89 973 (Mac)

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

COO2163.9
 EC

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

Between DENNIS GEORGE SKUDDER of Kerikeri, Butcher and
COLLEEN ANN DRIVER of Kerikeri, Married Woman

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 22nd day of ~~xxx~~ August 1988 under No. 126741 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
 DEPOSITED PLAN NO. 126741

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Drainage	Pt Lot 2	B	Lot 1	73D/968
Drainage	Pt Lot 3	C	Lots 1 and 2	73D/968 & 73D/969

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers: **NIL**

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements: NIL

Dated this 8th day of March 1989

Signed by the above-named)
DENNIS GEORGE SKUDDER)
in the presence of)

D.G. Skudder

Witness *Jean M. Keenan*
Occupation *Notary Public*
Address *Perth, Western Australia*

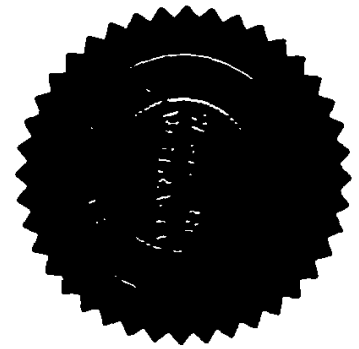


Dated this - day of 19

Signed by the above-named)
COLLEEN ANN DRIVER)
in the presence of)

Colleen Driver

Witness *Jean M. Keenan*
Occupation *Notary Public*
Address *Perth, Western Australia*



EASEMENT CERTIFICATE

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

*Correct for the purposes of the
Land Transfer Act*

Solicitor for the registered proprietor

PEGG AYTON GORDON
SOLICITORS
KERIKERI

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR

2.55 09 JUN 89 C 002163



C521045.3
VE

MEMORANDUM OF VARIATION OF EASEMENT

1. The memorandum of variation is intended to replace condition (a) of the terms, conditions, covenants and restrictions of the easement evidenced by Easement Certificate B415820.4.
2. The terms, conditions, covenants and restrictions contained in the easement evidenced by Easement Certificate B415820.4 are hereby varied as follows:

The costs of maintenance, repair and general upkeep of the right of way where no negligence can be attributed to any specific owner entitled to use that right of way, shall be borne by the owners of the dominant and servient tenements in equal shares; where the number of shares is equal to the number of separately defined areas capable of supporting a separate dwelling unit (whether or not a dwelling unit is actually erected on that area), existing at the time being within the areas of Lot 1 D.P. 104183 and Lots 1 through to Lot 6 D.P. 126741.

DATED this 8th day of February 1992 ~~1992~~

SIGNED by NEIL JOHN SAYER
and CAROLYN JESS SAYER as
the registered proprietors of
the dominant tenement in the
presence of:

) NJSayer
)
)
) CBSayer
)

Ade Ryder
Wellington
Solicitor

SIGNED by ANTHONY JAMES FANNIN)
and JEAN ESTELLE FANNIN as)
registered proprietors of the)
servient tenement in the)
presence of:)



Anthony J. P.
88 Harley Street
London ~~_____~~

~~SIGNED by TOM WILKES LIMITED)
registered proprietor of the)
servient tenement in the)
presence of:)~~

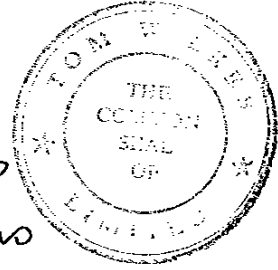
~~SIGNED by)
KARNE KRISTINE WALMSLEY)
registered proprietor of the)
servient tenement in the)
presence of:)~~

~~SIGNED by CRAIG ELDON JEPSON)
and JANET MAY JEPSON)
registered proprietors of the)
servient tenement in the)
presence of:)~~

~~SIGNED by ANTHONY JAMES FANNIN)
and JEAN ESTELLE FANNIN as)
registered proprietors of the)
servient tenement in the)
presence of:)~~

SIGNED by TOM WILKES LIMITED)
registered proprietor of the)
servient tenement in the)
presence of:)

C. J. Jones
Tom Wilkes
Directors



~~SIGNED by)
KARNE KRISTINE WALMSLEY)
registered proprietor of the)
servient tenement in the)
presence of:)~~

SIGNED by CRAIG ELDON JEPSON)
and JANET MAY JEPSON)
registered proprietors of the)
servient tenement in the)
presence of:)

C. J. Jones
Janet May Jepson
La. Swellie J.P.
Retired Grocer,
access Road,
Kerikeri..

~~SIGNED by ANTHONY JAMES FANNIN)
and JEAN ESTELLE FANNIN as)
registered proprietors of the)
servient tenement in the)
presence of:)~~

~~SIGNED by TOM WILKES LIMITED)
registered proprietor of the)
servient tenement in the)
presence of:)~~

SIGNED by)
KARNE KRISTINE WALMSLEY)
registered proprietor of the)
servient tenement in the)
presence of:)

K K Walmsley

*[Signature] JP.
Manager of
Herberti*

~~SIGNED by CRAIG ELTON JEPSON)
and JANET MAY JEPSON)
registered proprietors of the)
servient tenement in the)
presence of:)~~

PERMANENT NOMINEES LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We Sallyan Elizabeth Nagel Manager/Mortgages & Lending
and Suzanna Mary McDonald Mortgage & Lending Officer

both of Wellington, New Zealand hereby certify:

1. That by Deed dated 7 June 1991, copies of which are deposited in the following Land Transfer Registries having the registration numbers shown:

North Auckland	C275607.1	Marlborough	160133
South Auckland	B027638	Nelson	311812
Taranaki	383442	Canterbury	944445.1
Poverty Bay	184791	Westland	089960
Hawkes Bay	562337.1	Otago	784483
Wellington	B166778.1	Southland	192535-1

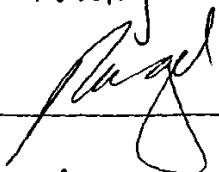
we were appointed attorneys of Permanent Nominees Limited, a duly incorporated company having its registered office at Wellington, New Zealand on the terms and subject to the conditions set out in the said Deed.


2. That at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Permanent Nominees Limited or otherwise.
3. That the accompanying document or instrument executed by us as attorneys pursuant to that appointment is of the type described in the Second Schedule to the said Deed.

SIGNED at Wellington on

1993

2nd February





WESTPAC BANKING CORPORATION at Wellington the mortgagee under and by virtue of Memorandum of Mortgage Registered Number C 440640.2 North Auckland Registry HEREBY CONSENTS to the within written Variation of Easement but without prejudice to its rights and remedies under its said mortgage.

DATED at Wellington this 1st day of February 1993.

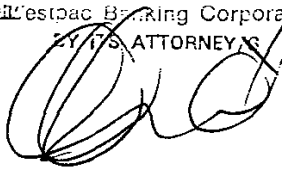
Signed by

Westpac Banking Corporation

By its Attorney: GUY JORDAN HAYWARD

in the presence of:

Westpac Banking Corporation
BY ITS ATTORNEY'S



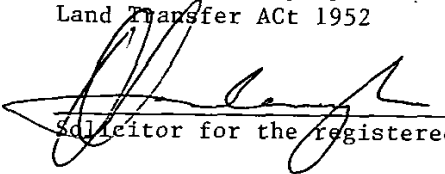
*Guy Jordan Hayward
Solicitor
Wellington*

Particulars entered in the Register at the date and at the time recorded below.

.....
District
Assistant Land Registrar
of the District of

MEMORANDUM OF VARIATION OF EASEMENT

Correct for the purposes of the
Land Transfer Act 1952


Solicitor for the registered proprietor

BUDDLE FINDLAY
SOLICITORS
AUCKLAND WELLINGTON CHRISTCHURCH

T:VH.01



The National Bank of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I,

ROBERT GRAEME ROSE

of Auckland in New Zealand

a Deputy Senior Manager Branch Lending
Zealand Limited hereby certify:-

of The National Bank of New

1. That by Deed dated the 21st day of July 1988 deposited in the Lands and Deeds Registry Office at Wellington as No. 940072.1 and whereof a copy is deposited in the Lands and Deeds Registry Office at:

Auckland	as No. 8881593.1	Hokitika	as No. 079957
Blenheim	as No. 142597	Invercargill	as No. 154676.1
Christchurch	as No. 760060	Napier	as No. 497340.1
Dunedin	as No. 709926	Nelson	as No. 281208.1
Gisborne	as No. 171633.1	New Plymouth	as No. 352961
Hamilton	as No. 817208		

The National Bank of New Zealand Limited (hereinafter called "the Bank") did constitute and appoint such person as may for the time being be appointed by the Bank to act as the Chief Executive of the Bank to be the Attorney of the Bank with the powers and authorities set out in clauses 1 to 15 of the Deed.

2. THAT by the same Deed the Bank constituted and appointed each and every person for the time being appointed by the Bank to act as:

- (i) a Deputy Chief Executive of the Bank;
- (ii) a General Manager of the Bank;
- (iii) a Deputy General Manager of the Bank;
- (iv) a Regional Manager of the Bank;
- (v) an Assistant General Manager of the Bank;
- (vi) the Chief Manager Lending of the Bank;
- (vii) a Senior Manager Corporate Banking of the Bank;
- (viii) a Senior Manager Branch Lending of the Bank;
- (ix) a Deputy Senior Manager Branch Lending of the Bank;
- (x) the Manager Lending Administration of the Bank;
- (xi) the Company Secretary of the Bank;
- (xii) the Chief Financial Officer of the Bank;

to be the Attorney of the Bank with the powers and authorities specified in clause 12 of the Deed (which relates, among other things, to the execution of documents).

3. THAT I am a Deputy Senior Manager Branch Lending of the Bank and as such am a person for the time being entitled to exercise the powers and authorities specified in clause 12 of the said Deed.

4. THAT at the date hereof I have not received any notice of the winding-up of the Bank or other revocation of the said Deed.

Dated at Auckland this

10 day of November

1992

~~TOM WILKES LIMITED as Mortgagee to Mortgage C.086670.2 consents to the above variation of easement.~~

~~THE HOUSING CORPORATION OF NEW ZEALAND as Mortgagee to Mortgage C.300273.4 and C.300273.5 consents to the above variation of easement.~~

~~THE NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee to Mortgage C.033127.4 consents to the above variation of easement.~~

Permanent Nominees Ltd :

~~GOVERNMENT LIFE INSURANCE CORPORATION~~ as Mortgagee to Mortgage B.895225.3 consents to the above variation of easement.

Signed for and on behalf of:

PERMANENT NOMINEES LIMITED

by its Attorneys

[Signature]
Sallyan Elizabeth Nagel Manager/Mortgages & Lending

[Signature]
Silvera Mary McDonald Mortgage & Lending Officer

R:CAR12.1

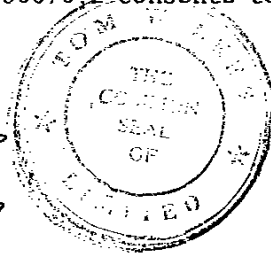
In the presence of

Date:

2/2/95

TOM WILKES LIMITED as Mortgagee to Mortgage C.086670.2 consents to the above variation of easement.

[Handwritten signature]
[Handwritten signature]
Directors



30/10/92

~~THE HOUSING CORPORATION OF NEW ZEALAND as Mortgagee to Mortgage C.300273.4 and C.300273.5 consents to the above variation of easement~~

~~THE NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee to Mortgage C.033127.4 consents to the above variation of easement~~

~~GOVERNMENT LIFE INSURANCE CORPORATION as Mortgagee to Mortgage B.895225.3 consents to the above variation of easement~~

~~TOM WILKES LIMITED as Mortgagee to Mortgage C.086670.2 consents to the above variation of easement.~~

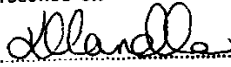
THE HOUSING CORPORATION OF NEW ZEALAND as Mortgagee to Mortgage C.300273.4 and C.300273.5 consents to the above variation of easement.

SIGNED for and on behalf of
the Housing Corporation of
New Zealand by

RAMSEY RICHARD JASON TOMOKINO



acting for the said Corporation
pursuant to Section 15 of the
Housing Corporation Act 1974.
In the presence of:



CLERK/SOLICITOR
HOUSING CORPORATION OF N.Z.
PRIVATE BAG, HENDERSON

7/11/92

~~THE NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee to Mortgage G.033127.4 consents to the above variation of easement.~~

~~GOVERNMENT LIFE INSURANCE CORPORATION as Mortgagee to Mortgage B.895225.3 consents to the above variation of easement.~~

~~TOM WILKES LIMITED as Mortgagee to Mortgage G.086670.2 consents to the above variation of easement.~~

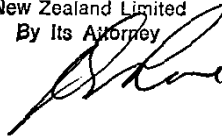
~~THE HOUSING CORPORATION OF NEW ZEALAND as Mortgagee to Mortgage C.300273.4 and C.300273.5 consents to the above variation of easement.~~

THE NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee to Mortgage C.033127.4 consents to the above variation of easement.

Signed by
The National Bank of New Zealand Ltd
By its attorney ROBERT GRAEME ROSE
In the presence of

The National Bank of
New Zealand Limited
By Its Attorney

WITNESS: *Delicat*
OCCUPATION: BANK OFFICER
ADDRESS: AUCKLAND



10/11/92

~~GOVERNMENT LIFE INSURANCE CORPORATION as Mortgagee to Mortgage B.895225.3 consents to the above variation of easement.~~

FAR NORTH DISTRICT COUNCIL as encumbrancee to encumbrance C.002163.8 consents to the above variation of easement.


James
Mayor

[Signature]
Gen. manager




ENCUMBRANCE P.O.S

FAR NORTH DISTRICT COUNCIL consents to the within variation of easement pursuant to section 309(1)(a) of the Local Government Act.



Mayor



General Manager



L70

This copy to be
approved

2.99 28.SEP93 C 521045.3



DISTRICT LAND REGISTRATION
AND RECORDS OFFICE
DISTRICT LAND REGISTRAR



507/1100
507/968
to 973

C & 13863.6 TE

Memorandum of Transfer

of Right of Way, Telecommunications, Electricity and water
supply

WHEREAS:

1. STUART MARK WILKES of Whangarei Police Constable and
HELEN MARGRETTE WILKES his wife

(herein called "the ^{Grantor} ~~Transferor~~") being registered as proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of North Auckland

containing 3000 square metres more or less being LOT 1 Deposited Plan 162040 and as to an undivided one-sixth share in all that parcel of land containing 1967 square metres more or less being LOT 8 Deposited Plan 126741 and both being part Section 22 Block XI Kerikeri Survey District and being contained and described in Certificate of Title Volume 97D Folio 42

SUBJECT TO:

Section 308 (4) Local Government Act 1974
Fencing Covenant in Transfer B.487084.2
Easement Certificate B.415820.4
Transfer C.002163.4
C.002163.8 Encumbrance
Fencing Covenant in C.002163.8
C.002163.9 Easement Certificate
Land Covenant in Transfer C.521045.6
C.626635.2 Transfer
(hereinafter called "the servient tenement")

AND WHEREAS:

2. TOM WILKES LIMITED at Kerikeri (hereinafter called "the Grantee") being registered as proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece of land situated in the Land District of North Auckland containing 2838 square metres more or less being LOT 2 Deposited Plan 162040 and as to an undivided one-sixth share in all that parcel of land being 1967 square metres more or less being LOT 8 Deposited Plan 126741 and both being part Section 22 Block XI Kerikeri Survey District and being contained and described in Certificate of Title Volume 97D Folio 43

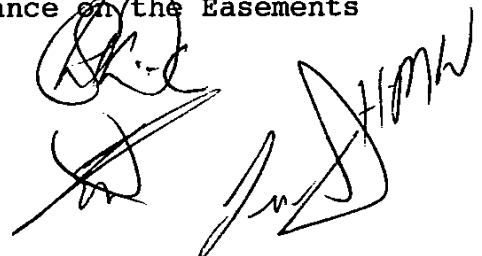
SUBJECT TO:

Section 308 (4) Local Government Act 1974
Fencing Covenant in Transfer B.487084.2
Easement Certificate B.415820.4
Transfer C.002163.4
C.002163.8 Encumbrance
Fencing Covenant in C.002163.8
(hereinafter called "the dominant tenement")

TERMS CONDITIONS COVENANTS OR RESTRICTIONS IN RESPECT OF ABOVE EASEMENTS:

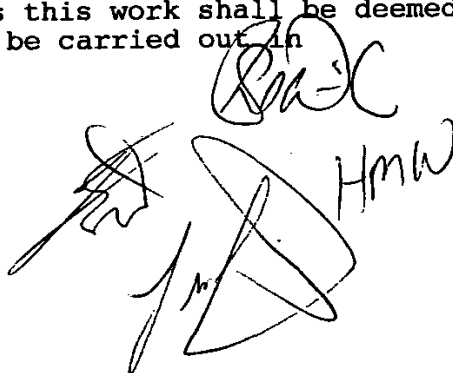
That in respect of the Electricity and Telecommunications Easements (hereinafter called "the Easements") referred to in the Schedule hereto the terms conditions covenants or restrictions applicable thereto are as follows:-

- (a) All cables placed within or such poles and cable erected upon the servient tenements shall be maintained and as required repaired to a good and serviceable condition by the registered proprietors for the time being of the dominant tenements.
- (b) All the costs and expenses of and incidental to the repairing and maintaining of the Easements herein specified shall be borne by the registered proprietor for the time being of the dominant tenements.
- (c) Any person wishing to carry out any work whatsoever on the Easements herein specified shall first give to the registered proprietor of the servient tenement thereof notice of such intention and of the nature and expense of the said work at least fourteen (14) days prior to any such work being commenced and shall obtain the prior consent in writing of the registered proprietor of the servient tenement provided that such consent shall not be unreasonably nor arbitrarily withheld.
- (d) Any person carrying out any work whatsoever on the Easements herein specified shall take all reasonable and proper action and care to interfere as little as possible with the comfort and convenience of the occupier or occupiers for the time being of the dominant and servient tenements and shall carry out such work or cause the same to be carried out with the utmost expedition and in a prudent manner and in particular shall during the course of such work:
 - (i) Shore up or cause to be shored up in a proper safe and workmanlike manner any part of the dominant or servient tenement affected thereby.
 - (ii) Take all reasonable and proper steps to preserve the said tenements and all parts thereof and all property and goods thereon from damage.
- (e) Subject to the other terms and conditions covenants and restrictions contained in these presents any person carrying out any work as aforesaid shall have the right to enter and to bring machinery and workmen on to any part of the dominant or servient tenement as shall be necessary for the purposes of carrying out maintenance on the Easements



referred to herein and shall have the right to remove all soil roading paving metalling fencing and all other things as shall be reasonably necessary to give unimpeded access to the said Easement PROVIDED HOWEVER that such soil roading paving metalling and fencing which is so removed shall be restored as nearly as possible to its original condition and that any other damage done by reason of the said maintenance is repaired and that as little disturbance as possible is caused to the surface of the land and to the enjoyment of the said tenements by the registered proprietors or occupiers.

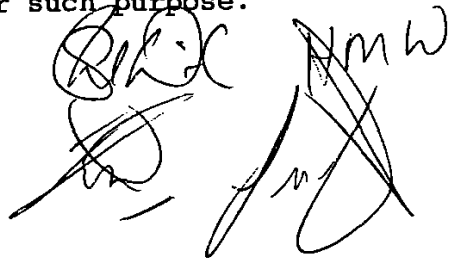
- (f) Where the maintenance work which is required to be carried out in terms of these presents involves the total or partial replacement of any cables this work shall be deemed to be maintenance work which may be carried out in accordance with these presents.

Handwritten signatures and initials, including a large stylized signature, the initials 'HmW', and other scribbles.

RIGHTS AND POWERS

That in respect of the Telecommunications and Electricity Easements referred to in the Schedule hereto, the rights and powers applicable thereto are:

- (a) The full free uninterrupted and unrestricted right liberty and privilege for the occupier and registered proprietor for the time being of the dominant tenement from time to time and at all times to take convey and lead electrical current or any other mode of transmitting telecommunications in a free and unimpeded flow (except where the flow is halted for any reasonable period necessary for essential repairs) for the purposes of telecommunications across the land over which the Easement is created and to lay and maintain cables for such purpose.
- (b) The full free uninterrupted and unrestricted right liberty and privilege for the occupier and registered proprietor for the time being of the dominant tenement from time to time and at all times to take convey and lead electricity in a free and unimpeded flow (except where the flow is halted for any reasonable period necessary for essential repairs) across the land over which the Easement is created and to lay and maintain cables for such purpose.



Handwritten signatures and initials, including "R.K.C." and "N.M.W.", are present below the text.

AND WHEREAS

In Consideration of the sum of \$1.00 (ONE DOLLAR) (the receipt of which sum is hereby acknowledged)

~~Grantor~~
paid to the ~~Transferor~~ by the Grantee, the Grantor TRANSFERS AND GRANTS to the Grantee to be appurtenant to the dominant tenement for all time a right of way over that part of the servient tenement marked 'A' on Plan 162040 as defined in the Ninth Schedule to the Property Law Act 1952 and the right to transmit electricity and telecommunications over that part of the servient tenement marked 'A' on Plan 162040 with the rights and powers, terms conditions covenants or restrictions annexed hereto and the right to convey water over that part of the ~~(herein called "the Transferee") the receipt of which sum is hereby acknowledged. Hereby Transfers to the~~

~~Transferee all the Transferor's estate and interest in the said piece or pieces of land~~
servient tenement marked 'A' on Plan 162040 with the rights and powers as defined in paragraph 2 of the Seventh Schedule of the Land Transfer Act 1952

In witness whereof these presents have been executed this 6th day of January 19 95

Signed by the ~~Transferor~~ ^{Grantor}
STUART MARK WILKES and
HELEN MARGRETTE WILKES

~~(by the affixing of its common seal)~~
in the presence of:

SIGNED by the Grantee
TOM WILKES LIMITED

by the affixing of its common seal
in the presence of:



[Handwritten signatures of Stuart Mark Wilkes and Helen Margrette Wilkes]

MEMORANDUM OF TRANSFER

of Right of Way, Telecommunications
Electricity and Water Supply

Correct for the purposes of the Land Transfer Act 1952

S.M. & H.M. WILKES

Grantor
Transferor

SOLICITOR FOR THE TRANSFEREE

TOM WILKES LIMITED

Grantee
Transferee

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

SOLICITOR FOR THE TRANSFEREE

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

SOLICITOR FOR THE TRANSFEREE

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

Assistant / District Land Registrar of the

District of

12.24 22 FEB 95
PARTICULARS ENTERED IN THE
LAND REGISTRY AND REGISTER
ASST. LAND REGISTRAR
97D/42 & 43
813863.1

LAW NORTH PARTNERS
SOLICITORS
KERIKERI



D016078.4 L

Approved by the Registrar-General of Land, Wellington, No. B050536.1/89

MEMORANDUM OF LEASE

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

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

CONDITIONS

The parties agree that:

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

SCHEDULE A

LESSORS: BRYCE ROBERT McDONALD Concrete Contractor as to an undivided one half share and CRAIG ELDON JEPSON Concrete Contractor and DIANE ELDON MAURICE Hostess jointly as to an undivided one half share all of Kerikeri as tenants in common in equal shares

LESSEE: BRYCE ROBERT McDONALD Concrete Contractor as to an undivided one half share and CRAIG ELDON JEPSON Concrete Contractor and DIANE ELDON MAURICE Hostess jointly as to an undivided one half share all of Kerikeri as tenants in *

LESSORS' ESTATE: Fee simple LAND REGISTRY: North Auckland

HEAD LEASE: N/A

LAND: 2838 square metres more or less being LOT 2 Deposited Plan 162040 and being part Section 22 Block XI Kerikeri Survey District together with an undivided one-sixth share in all that parcel of land containing 1967 square metres more or less being LOT 8 Deposited Plan 126741 and being part Section 22 Block XI Kerikeri Survey District and being all the land contained in Certificate of Title Volume 97D Folio 43 Subject to: Section 241(2) Resource Management Act 1991; **

DESCRIPTION OF FLAT: Flat 1 on D.P. 171848

* Common in equal shares

TERM OF LEASE 999 years commencing on the 2nd day of July 1996

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

RESTRICTED AREA: That part of the land on D.P. 171848 marked " A "

~~STAGED DEVELOPMENT AREA: That part of the land on D.P. marked "~~

COMMON AREA: That part of the land on D.P. 171848 marked "Common Area".

LAND SHARE: A one-half share.

MAXIMUM NUMBER OF DWELLING UNITS FOR STAGED DEVELOPMENT AREA: N/A

LEASE executed this 2nd day of July 1996

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

Handwritten signatures of Bryce Robert McDonald and Diane Elton Maurice, and a signature for Jan Dorothy Johnson, Legal Executive to Law North Partners.

LAW NORTH PARTNERS Barristers & Solicitors, KERIKERI.

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

Handwritten signatures of Bryce Robert McDonald and Diane Elton Maurice, and a signature for Jan Dorothy Johnson, Legal Executive to Law North Partners.

LAW NORTH PARTNERS Barristers & Solicitors,

** KERIKERI. Covenant in Transfer B.487084.2 and C.002163.8; Right of Way in Easement Certificate B.415820.4 and Transfer C.002163.4; C.002163.8 Encumbrance; C.521045.3 Variation of Easement Certificate B.415820.4; C.813863.3 Resolution

SCHEDULE B (LESSEES COVENANTS)

THE LESSEE COVENANTS WITH THE LESSORS:

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

OR

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

OR

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

SCHEDULE C (LESSORS COVENANTS)

THE LESSORS COVENANT WITH THE LESSEE:

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

SCHEDULE D
(MUTUAL COVENANTS)

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

18. DETERMINATION OF LEASE FOR DEFAULT

If and whenever the Lessee commits any breach or makes any default in the observance or performance of any of the covenants, conditions and restrictions contained in this Lease and does not remedy that breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors to re-enter the flat or any part of it in the name of the whole and to determine this lease and the estate and interest of the Lessee under it and to expel and remove the Lessee but without releasing him from any liability for any previous breach, non-observance or non-performance of any of the covenants, conditions and restrictions contained or implied in the lease. Any forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease if the Lessors have actual notice of the address of the mortgagee before or within seven days after the date of service of the notice on the Lessee.

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

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

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

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

20. RESTRICTION ON LESSORS' USE

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

21. LESSORS NOT LIABLE FOR WATER DAMAGE

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

22. SUBLETTING BY LESSEE

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

RESTRICTED SUBLETTING BY LESSEE

(b) ~~The Lessee shall not without the prior consent in writing of the Lessors or a majority of the Lessors first had and obtained for that purpose on every occasion sublet or part with the possession or occupation of the flat or any part of it but such consent shall not be unreasonably or arbitrarily withheld in any case where:~~
(i) The proposed subletting is for a term not exceeding one year during which period the Lessee is unable to personally occupy the flat, and,
(ii) The proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe, perform and fulfill all the obligations of the Lessee under the lease and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.

OR

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

23. PERFORMANCE OF LESSEE'S COVENANTS BY LESSORS

- (a) If the Lessee at any time fails to perform or observe any covenant, condition or restriction contained or implied in this lease the Lessors may but are not bound to:
- (i) Pay any moneys which the Lessee ought to have paid.
 - (ii) Do all or any acts or things which the Lessee ought to have done.
 - (iii) Enter into the flat or any part of it if reasonably necessary for the purpose of this clause.
- The Lessors may exercise any powers contained in this clause by their agents, servants, contractors or workmen.
- (b) The Lessee shall in such event immediately on demand pay to the Lessors:
- (i) All moneys so paid by the Lessors; and
 - (ii) The costs, charges and expenses of each performance and observance by the Lessors.
- (c) Until such payment is made by the Lessee any amount paid by the Lessors shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of the average of the overdraft interest rate from any three Trading Banks computed from the date or respective dates of the moneys being expended until payment to the Lessors.
- (d) For the purposes of this clause the word "Lessors" shall be deemed to mean Lessors other than the Lessee. The powers conferred by this clause may be exercised by a majority of the Lessors. The powers of this clause are without prejudice to the Lessors' other powers if any.

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

- (a) If this lease is determined in any manner then:
- (i) The Lessee shall at the direction of the Lessors sell the Lessee's share in the land to such person and at such consideration as may be nominated by the Lessors and shall execute all documents required to complete any sale; and
 - (ii) The Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's share in the land but shall not be liable to the Lessee in respect of any loss however incurred; and
 - (iii) The proceeds of the sale shall be paid to the Lessors who shall be entitled to deduct from the proceeds:
 - (1) All moneys owing by the Lessee to the Lessors; and
 - (2) All expenses and costs incurred by the Lessors in connection with the arranging of the sale and the completion of it; and
 - (3) All rates, charges and outgoings due and owing by the Lessee; and
 - (4) All mortgages, charges and encumbrances on the Lessee's interest in the land and flat and any other buildings on the land.
- The balance of the proceeds shall be paid to the Lessee by the Lessors.
- (b) The Lessee irrevocably appoints the Lessors to be the Lessee's attorneys for the purpose of doing any act, matter or thing or executing any document required in connection with the sale of the Lessee's share in the land.
- (c) No person shall be concerned to see or enquire as to the propriety or expediency of any act, matter or thing done or agreed to be done by the Lessors pursuant to this clause. The Lessee agrees to allow, ratify and confirm whatever the Lessors do or agree to do by virtue of any of the powers conferred on them.
- (d) For the purposes of this clause the word "Lessors" means Lessors other than the Lessee.

25. NON-MERGER

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

26. ARBITRATION

If any dispute or question or difference arises between:

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

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

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

27. PROCEDURE FOR DECISIONS

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

- (a) That Lessee or Lessors shall give notice in writing setting out the proposed action.
- (b) Notice to the Lessors shall be served upon each Lessor other than the Lessee. Notice to the Lessee shall be served on the Lessee and if there is more than one Lessee notice to one shall be notice to all. Service may be made either personally or by leaving it at or posting it to the last known respective place of abode or address of the other Lessors or the Lessee as the case may be. If service is effected by post it shall be sent by registered letter and service shall be deemed to have been effected on the day after posting. Where two or more parties are to be served, the date of service shall be the date the last notice is deemed to have been served under this sub-clause.
- (c) The parties shall be bound by any decision arrived at under the provisions of this clause and shall give all reasonable assistance in the carrying out and implementation of that decision.
- (d) If the proposed action is not agreed to unanimously within fourteen (14) days after the date of service of the notices that matter shall be deemed to be a question to be arbitrated under clause 26.

28. **NON-DEVOLUTION OF LIABILITY**

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

SCHEDULE E

(SPECIAL COVENANTS FOR STAGED DEVELOPMENT)

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

29. **INTERPRETATION**

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

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

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

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

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

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

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

PROVIDED HOWEVER THAT:

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

32. **POWER OF ATTORNEY FROM LESSEE**

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

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

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

- (a) A power of attorney shall be executed whereby the Lessee or the Lessee's transferee or disposee as the case may be, appoints the Developing Owners' or the Developing Owners transferee or disposee as the case may be the attorney of this Lessee or Lessee's transferee or disposee on the same basis and with the same powers as are set forth in Clause 32 of this lease.
- (b) The power of attorney shall be prepared by the solicitors for the Developing Owners and shall be given and executed prior to the registration of the transfer or other disposition. A copy of the power of attorney shall forthwith thereafter be deposited in the Land Transfer Office.
- (c) The costs of preparation stamping and registration of the power of attorney shall be borne by the person transferring the interest in the fee simple estate in the land.
- (d) The reference in this clause to a transfer or other disposition by the Lessee or the Developing Owners of the whole or any part of their respective share in the fee simple estate in the land shall extend to and include the exercise by any mortgagee or other person of a power of sale in respect of a share in the fee simple estate in the land. Nothing contained in this clause shall prejudice or affect in any manner the generality operation or subsistence of Clause 32 of this Lease.

34. **TERMINATION OF STAGED DEVELOPMENT CLAUSES**

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

SCHEDULE F

(SPECIAL COVENANTS FOR LEASEHOLD ESTATES)

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

35. **INTERPRETATION**

In this schedule where the context permits:

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

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

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

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

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

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

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

39. **RIGHTS OF RENEWAL**

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

REGISTERED IN DUPLICATE

Correct for the purposes of the Land Transfer Act 1952

.....
Sd

To the District Land Registrar

- 1. It is requested that you note the Lessors' Land Covenant contained in Clause 20 of the within lease against the fee simple title to the land.
- 2. Please issue a composite Certificate of Title for the share in the fee simple and leasehold interest of

Flat 1

Certificate of Title 105A/302

having been allocated.

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

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

.....
Assistant/District Land Registrar

of the District of

.....
Solicitor

MEMORANDUM
OF
LEASE

Composite C.T. 105A/302 Issued
Includes a 1/2 share in fee simple


ALB

④ LC28115

SOLICITOR PREPARING LEASE:

LAW NORTH PARTNERS
SOLICITORS
KERIKERI

1.21 04 JUL 96
PARTICULARS ENTERED IN REGISTER
LAND REGISTRAR
AUCKLAND DISTRICT
NEW ZEALAND
97D / 4
BOND 16078.4




D016078.5 L

Approved by the Registrar-General of Land, Wellington, No. B050536.1/89

MEMORANDUM OF LEASE

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

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

CONDITIONS

The parties agree that:

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

SCHEDULE A

LESSORS: BRYCE ROBERT McDONALD Concrete Contractor as to an undivided one half share and CRAIG ELDON JEPSON Concrete Contractor and DIANE ELDON MAURICE Hostess jointly as to an undivided one half share all of Kerikeri as tenants in common in equal shares

LESSEE: BRYCE ROBERT McDONALD Concrete Contractor as to an undivided one half share and CRAIG ELDON JEPSON Concrete Contractor and DIANE ELDON MAURICE Hostess jointly as to an undivided one half share all of Kerikeri as tenants in *

LESSORS' ESTATE: Fee simple **LAND REGISTRY:** North Auckland

HEAD LEASE: N/A

LAND: 2838 square metres more or less being LOT 2 Deposited Plan 162040 and being part Section 22 Block XI Kerikeri Survey District together with an undivided one-sixth share in all that parcel of land containing 1967 square metres more or less being LOT 8 Deposited Plan 126741 and being part Section 22 Block XI Kerikeri Survey District and being all the land contained in Certificate of Title Volume 97D Folio 43 Subject to: Section 241(2) Resource Management Act 1991; **

DESCRIPTION OF FLAT: Flat 2 on D.P. 171848

TERM OF LEASE 999 years commencing on the 2nd day of July 1996

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

RESTRICTED AREA: That part of the land on D.P. 171848 marked "B".

~~**STAGED DEVELOPMENT AREA:** That part of the land on D.P. marked " ".~~

COMMON AREA: That part of the land on D.P. 171848 marked "Common Area".

LAND SHARE: A one-half share.

MAXIMUM NUMBER OF DWELLING UNITS FOR STAGED DEVELOPMENT AREA: N/A

LEASE executed this 2nd day of

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

Legal Executive to
LAW NORTH PARTNERS
Barristers & Solicitors,
KERIKERI.

EXECUTED BY THE LESSEE)
(by the affixing of its Common)

LAW NORTH PARTNERS
Barristers & Solicitors,
KERIKERI.

** Fencing Covenant in Transfer B.487084.2 and C.002163.8; Right of Way in Easement Certificate B.415820.4 and Transfer C.002163.4; C.002163.8 Encumbrance; C.521045.3 Variation of Easement Certificate B.415820.4; C.813863.3 Resolution

SCHEDULE B

(LESSEES COVENANTS)

THE LESSEE COVENANTS WITH THE LESSORS:

1. **PAYMENT OF RENT**
To pay the rent in the manner and at the times provided.
2. **PAYMENT OF EXPENSES**
Upon demand in writing by the Lessors or their agents to pay to the Lessors or a person nominated by them or a majority of them:
 - (a) The whole of the costs and expenses properly incurred by the Lessors in respect of the flat.
 - (b) A land share of all costs and expenses properly incurred by the Lessor in respect of the land including any costs and expenses incurred pursuant to clauses 16(a) and 16(b) hereof.
 - (c) The whole of the cost of any repairs or work to any part of any building on the land, the electrical and plumbing equipment, drains or other amenities serving it or in respect of any part of the land if the repairs or work are necessary or required as a result of any wilful or negligent act of the Lessee or the Lessee's servant, agents or invitees or any person residing in the flat.
3. **RESTRICTIONS ON USE**
 - (a) To use the flat for residential purposes only. The Lessee will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building on the land.
 - (b) Not to bring into or keep on the land or in the flat any pet or animal which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building or which may create a nuisance.
4. **NOT TO CREATE FIRE OR OTHER HAZARDS**
 - (a) Not to bring into or keep in the flat any goods or any substance of a dangerous or combustible nature.
 - (b) Not to do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of any building on the land or which may make void or voidable any insurance cover.
5. **TO COMPLY WITH STATUTES**
Not to use the flat for any illegal purposes and to comply with all statutes, regulations and by-laws of any local authority in so far as they affect the flat.
6. **MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE**
 - (a) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair both the interior and exterior of the flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities exclusively serving the flat. Where any part of the flat or the electrical and plumbing equipment, drains, or other amenities serving the flat also relate to or serve any other flat erected on the land then they shall be maintained in good order condition and repair by the lessee together with the lessees of the other flats to which they relate or which are served by them and the cost of so doing shall be borne by the lessee and the lessees of such other flats in such shares as may be fair and reasonable having regard to the use and benefit derived from that equipment, drain or amenity.
6. **MAINTENANCE OF INTERIOR ONLY BY LESSEE**
~~(b) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair the interior of the flat (including the doors, windows and fittings of any kind but not any part of the structure, framework or foundations) together with any electrical and plumbing equipment and any drains exclusively relating to or serving the flat.~~
7. **TO KEEP COMMON AREAS CLEAR AND TIDY**
 - (a) Not to leave or place in the passageways or stairways (if any) of any buildings on the land or in any parking area, driveway, turning area or in the grounds surrounding any building on the land, any obstructions of any kind.
 - (b) Not to deposit any refuse or rubbish on any part of any buildings on the land or grounds except in proper containers and in the area set aside for that purpose by the Lessors.
 - (c) Not to park or leave any vehicle or other thing on any part of the land so as unreasonably to obstruct its use by any other lessee or persons lawfully entitled to use it and not to permit or suffer any servant, agent or visitor of the Lessee to do so.
8. **TO PAY FOR SERVICES TO FLAT**
Duly and punctually to pay all charges for water, electricity, gas or other supplies or services relating solely to the flat.
9. **NOT TO MAKE ANY STRUCTURAL ALTERATIONS OR ADDITIONS TO THE FLAT**
 - (a) Not to erect on any part of the land any building, structure or fence, nor to alter, add to or extend any existing building on the land without the prior written consent of the Lessors. Such consent shall not be unreasonably or arbitrarily withheld.
 - (b) If any addition or alteration proposed by the Lessee shall have the effect of altering the external dimensions of the flat, the Lessee shall upon receiving the Lessors' consent prepare and have deposited in the Land Transfer Office at the Lessee's own cost a flat plan of the alterations or additions and upon deposit of the plan, surrender this lease and execute a new lease in substitution therefore. The lessors shall at the Lessee's cost execute such surrender of lease and the new lease in substitution therefore and the Lessee shall thereupon forthwith register the same. The cost of obtaining any necessary mortgagees' consents shall be borne by the Lessee.
10. **USE OF RESTRICTED AND COMMON AREAS**
Not without the written consent of the Lessors to use or enjoy, in any way, any part of the said land except:
 - (a) the flat.
 - (b) that part of the land relating to the flat marked or shown as restricted area,
 - (c) that part of the land marked or shown as common area on the flat Deposited Plan, but only for the purposes of access for vehicles or pedestrians.
11. **PRESERVATION OF LESSEES RESTRICTED AREA**
To keep, at all times all that part of the said land and all amenities thereon relating to the flat marked or shown as restricted area, in a neat and tidy condition and in good repair.
12. **SEPARATE INSURANCE EFFECTED BY LESSEE**
 - (a) To effect and at all times keep current, in the joint names of the Lessors and Lessee for their respective rights and interests, a separate replacement insurance policy (including fire, earthquake and flood risks) for the flat and its appurtenant amenities.
12. **PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS**
~~To pay to the Lessors or a person nominated by them or by a majority of them a land share of the premium and other moneys payable in respect of the policy of insurance to be effected by the Lessors under Clause 19. In any case where by arrangement between the Lessors and the insurance company the premium in respect of each flat on the land is assessed and payable separately, to pay the separate premium whenever it is due direct to the insurance company and if and whenever required by the Lessors to produce to the Lessors the receipt for that premium.~~
13. **PAYMENT OF RATES**
To pay all charges and rates separately levied in respect of the flat and the Lessee's undivided share in the fee simple of the land provided that if no separate charges or rates are so charged or levied then the Lessee will pay to the Lessors a land share of the charges and rates charged or levied in respect of the whole of the said land, and any buildings on the land.
14. **LESSEE'S OWNERSHIP OF SHARE IN THE LAND**
To remain the owner of the land share in land while the Lessee continues to be a Lessee under this Lease. If the Lessee (unless expressly authorised to do so) deals with either the Lessee's interest in the flat or his interest in the land in such a manner that the flat and the land are not owned by the same person then this Lease shall immediately determine but without discharging the Lessee from payment of any moneys owing by the lessee or releasing the lessee from any liability arising from any breach previously committed by the lessee. This clause does not apply to the first Lessee under this Lease.

SCHEDULE C

(LESSORS COVENANTS)

THE LESSORS COVENANT WITH THE LESSEE:

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

SCHEDULE D
(MUTUAL COVENANTS)

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

18. DETERMINATION OF LEASE FOR DEFAULT

If and whenever the Lessee commits any breach or makes any default in the observance or performance of any of the covenants, conditions and restrictions contained in this Lease and does not remedy that breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors to re-enter the flat or any part of it in the name of the whole and to determine this lease and the estate and interest of the Lessee under it and to expel and remove the Lessee but without releasing him from any liability for any previous breach, non-observance or non-performance of any of the covenants, conditions and restrictions contained or implied in the lease. Any forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease if the Lessors have actual notice of the address of the mortgagee before or within seven days after the date of service of the notice on the Lessee.

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

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

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

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

20. RESTRICTION ON LESSORS' USE

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

21. LESSORS NOT LIABLE FOR WATER DAMAGE

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

22. SUBLETTING BY LESSEE

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

OR

~~**RESTRICTED SUBLETTING BY LESSEE**~~

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

(i) The proposed subletting is for a term not exceeding one year during which period the Lessee is unable to personally occupy the flat, and,

(ii) The proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe, perform and fulfill all the obligations of the Lessee under the lease and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.

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

23. PERFORMANCE OF LESSEE'S COVENANTS BY LESSORS

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

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

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

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

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

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

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

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

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

- (i) The Lessee shall at the direction of the Lessors sell the Lessee's share in the land to such person and at such consideration as may be nominated by the Lessors and shall execute all documents required to complete any sale; and
- (ii) The Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's share in the land but shall not be liable to the Lessee in respect of any loss however incurred; and
- (iii) The proceeds of the sale shall be paid to the Lessors who shall be entitled to deduct from the proceeds:
 - (1) All moneys owing by the Lessee to the Lessors; and
 - (2) All expenses and costs incurred by the Lessors in connection with the arranging of the sale and the completion of it; and
 - (3) All rates, charges and outgoings due and owing by the Lessee; and
 - (4) All mortgages, charges and encumbrances on the Lessee's interest in the land and flat and any other buildings on the land.

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

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

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

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

25. NON-MERGER

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

26. ARBITRATION

If any dispute or question or difference arises between:

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

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

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

27. PROCEDURE FOR DECISIONS

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

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

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

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

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

28. **NON-DEVOLUTION OF LIABILITY**

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

SCHEDULE E

(SPECIAL COVENANTS FOR STAGED DEVELOPMENT)

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

29. **INTERPRETATION**

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

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

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

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

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

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

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

PROVIDED HOWEVER THAT:

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

32. **POWER OF ATTORNEY FROM LESSEE**

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

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

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

- (a) A power of attorney shall be executed whereby the Lessee or the Lessee's transferee or dispossesee as the case may be, appoints the Developing Owners' or the Developing Owners transferee or dispossesee as the case may be the attorney of this Lessee or Lessee's transferee or dispossesee on the same basis and with the same powers as are set forth in Clause 32 of this lease.
 - (b) The power of attorney shall be prepared by the solicitors for the Developing Owners and shall be given and executed prior to the registration of the transfer or other disposition. A copy of the power of attorney shall forthwith thereafter be deposited in the Land Transfer Office.
 - (c) The costs of preparation stamping and registration of the power of attorney shall be borne by the person transferring the interest in the fee simple estate in the land.
 - (d) The reference in this clause to a transfer or other disposition by the Lessee or the Developing Owners of the whole or any part of their respective share in the fee simple estate in the land shall extend to and include the exercise by any mortgagee or other person of a power of sale in respect of a share in the fee simple estate in the land.
- Nothing contained in this clause shall prejudice or affect in any manner the generality operation or subsistence of Clause 32 of this Lease.

34. **TERMINATION OF STAGED DEVELOPMENT CLAUSES**

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

SCHEDULE F

(SPECIAL COVENANTS FOR LEASEHOLD ESTATES)

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

35. **INTERPRETATION**

In this schedule where the context permits:

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

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

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

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

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

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

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

39. **RIGHTS OF RENEWAL**

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

Correct for the purposes of the Land Transfer Act 1952

Solicitor for the Lessee

To the District Land Registrar

1. It is requested that you note the Lessors' Land Covenant contained in Clause 20 of the within lease against the fee simple title to the land.
2. Please issue a composite Certificate of Title for the share in the fee simple and leasehold interest of

Flat 2

Certificate of Title 105A/303

having been allocated.

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

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

Assistant/District Land Registrar

of the District of

Solicitor for the Lessee

MEMORANDUM OF LEASE

Composite C.T. (OSA) 303 issued includes a $\frac{1}{2}$ share in fee simple

A.L.R.

SOLICITOR PREPARING LEASE:

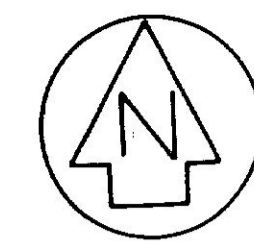
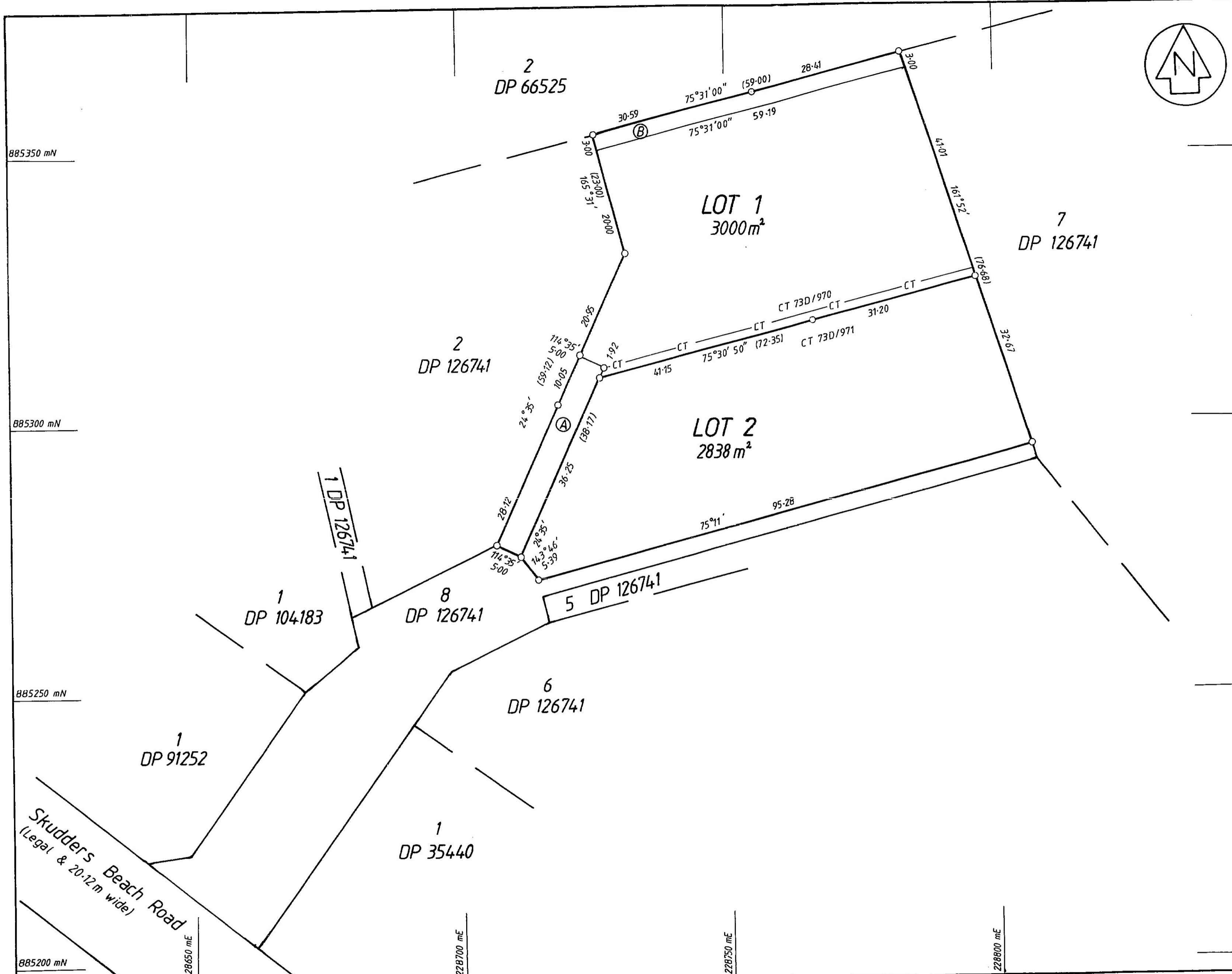
LAW NORTH PARTNERS
SOLICITORS
KERIKERI

5P
118(277) 11/5

1.21 04 JUL 96
PARTICULARS ENTERED IN REGISTER
LAND REGISTRAR
AUCKLAND

970/1073





Approved pursuant to Section 223 of the Resource Management Act, 1991 on the 22nd day of April, 1994.
 Subject to the granting or reserving of the easements set out in the memorandum hereon and to the amalgamation condition set out hereon.

The common seal of the Far North District Council is affixed hereto in the presence of:

[Signature]
 Under Delegated Authority

Approved *[Signature]*
 THE COMMON SEAL OF THE FAR NORTH DISTRICT COUNCIL
 SEC/DIRECTOR
 Registered Owners

MEMORANDUM OF EASEMENTS			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of Way Electricity Telecommunication Water Supply	(A)	Lot 1, hereon	Lot 2, hereon

EXISTING EASEMENTS		
Purpose	Shown	Created by
Drainage	(B)	C. 002163-10

New Cst Allocated:

Lot 1: CT 97D/42 Lot 8, DP 126741: 97D/42 [2 Undivided 1/6 Shares]

Lot 2: CT 97D/43

AMALGAMATION CONDITION

That Lot 8, DP 126741 (legal access) be held as to six undivided one-sixth shares by the owners of Lots 1 & 2 hereon and Lots 1, 2, 5 & 6 DP 126741 as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
 See A630203

Total Area **5838m²**

Comprised in **CT 73D/970 (All)**
CT 73D/971 (All)

I, Denis McGregor Thomson of Kerikeri
 Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Kerikeri this 15th day
 of April 1994 Signature D. Thomson

Field Book p Traverse Book p

Reference Plans

Examined AK210 Correct Anna S. Higgins

Approved as to Survey

[Signature]
 For Chief Surveyor

Deposited this 24th day of February 1995

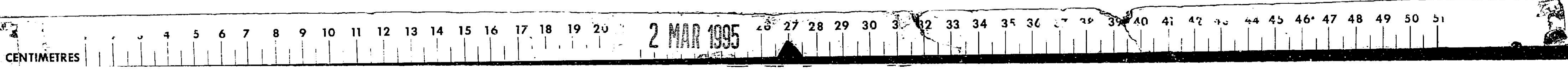
[Signature]
 District Land Registrar

LAND DISTRICT North Auckland
 SURVEY BLK. & DIST. XI Kerikeri
 NZMS 261 SHT P05 RECORD MAP No 7-1

**LOTS 1 AND 2 BEING A SUBDIVISION OF
 LOTS 3 AND 4, DP 126741.**

TERRITORIAL AUTHORITY Far North District
 Surveyed by Thomson, Gilkison & King
 Scale 1:500 Date March 1994

File Received 20 JUN 1994 DP 162040
 Instructions



Natalie Watson

From:
Sent: Thursday, 21 May 2026 11:37 am
To: Natalie Watson
Subject: Re: FW: Titoki Place conversion of cross Lease titles to freehold

Hi, just confirming we are happy for the subdivision to go ahead,
Kind regards

On Thu, 21 May 2026 at 11:32 am, Juliet Dundas <[redacted]> > wrote:

From: [redacted] >
Date: Wed, 20 May 2026 at 3:31 PM
Subject: FW: Titoki Place conversion of cross Lease titles to freehold
To: Juliette Dundas <[redacted]>
Cc: Natalie Watson <nat@saps.co.nz>, Chris Williams <chris@saps.co.nz>

Hi Juliette & Charlie,

Please could you reply to Natalie and confirm that you are happy for the subdivision to go ahead.

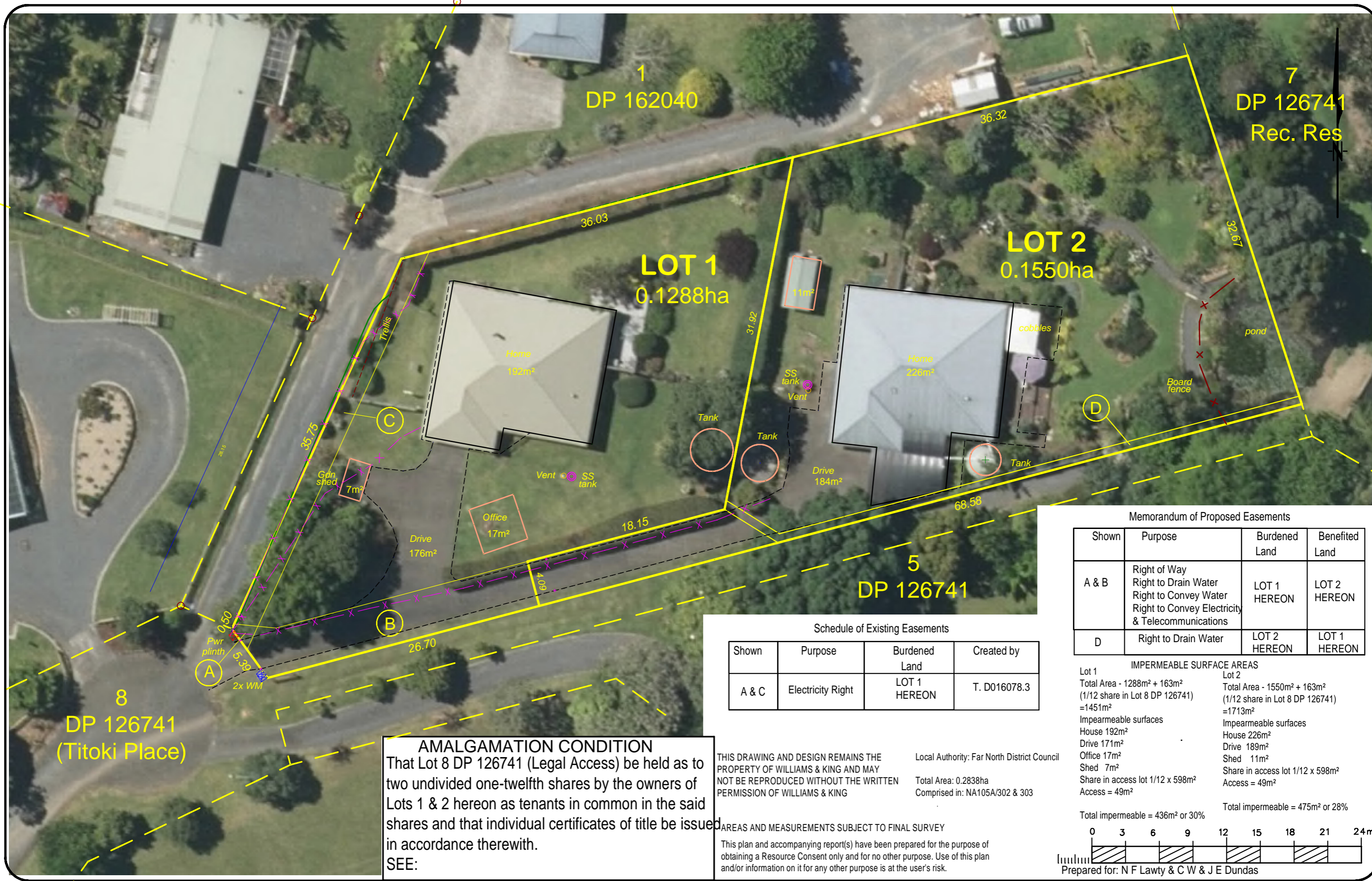
Once you have done this I will go ahead and pay the Council application fee.

Many thanks

Nicky

From: Natalie Watson <nat@saps.co.nz>
Sent: Wednesday, 20 May 2026 1:37 pm
To: [redacted] >
Subject: Titoki Place conversion of cross Lease titles to freehold

Hi Nicky,



Memorandum of Proposed Easements

Shown	Purpose	Burdened Land	Benefited Land
A & B	Right of Way Right to Drain Water Right to Convey Water Right to Convey Electricity & Telecommunications	LOT 1 HEREON	LOT 2 HEREON
D	Right to Drain Water	LOT 2 HEREON	LOT 1 HEREON

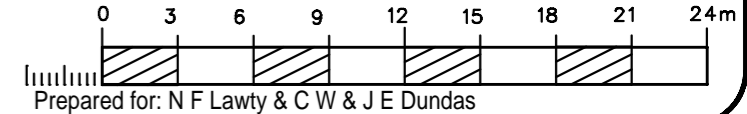
Schedule of Existing Easements

Shown	Purpose	Burdened Land	Created by
A & C	Electricity Right	LOT 1 HEREON	T. D016078.3

IMPERMEABLE SURFACE AREAS

<p>Lot 1 Total Area - 1288m² + 163m² (1/12 share in Lot 8 DP 126741) =1451m² Impermeable surfaces House 192m² Drive 171m² Office 17m² Shed 7m² Share in access lot 1/12 x 598m² Access = 49m²</p>	<p>Lot 2 Total Area - 1550m² + 163m² (1/12 share in Lot 8 DP 126741) =1713m² Impermeable surfaces House 226m² Drive 189m² Shed 11m² Share in access lot 1/12 x 598m² Access = 49m²</p>
--	--

Total impermeable = 436m² or 30% Total impermeable = 475m² or 28%



Prepared for: N F Lawty & C W & J E Dundas

AMALGAMATION CONDITION
That Lot 8 DP 126741 (Legal Access) be held as to two undivided one-twelfth shares by the owners of Lots 1 & 2 hereon as tenants in common in the said shares and that individual certificates of title be issued in accordance therewith.
SEE:

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF WILLIAMS & KING AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KING
Local Authority: Far North District Council
Total Area: 0.2838ha
Comprised in: NA105A/302 & 303

AREAS AND MEASUREMENTS SUBJECT TO FINAL SURVEY
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.

WILLIAMS AND KING
Registered Land Surveyors, Planners & Land Development Consultants
Ph: (09) 407 6030 27 Hobson Ave
Email: kerikeri@saps.co.nz PO Box 937 Kerikeri

Proposed Subdivision of Lot 2 DP 162040

Survey	Name	Date	ORIGINAL SCALE	SHEET SIZE
Design				
Drawn	W & K	April 2026	1:300	A3
Rev				

24814