

Application for resource consent or fast-track resource consent

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of Schedule 4). Prior to, and during, completion of this application form, please refer to Resource Consent Guidance Notes and Schedule of Fees and Charges — [both available on the Council's web page](#).

1. Pre-Lodgement Meeting

Have you met with a council Resource Consent representative to discuss this application prior to lodgement? ☐ Yes ☐ No

2. Type of Consent being applied for

(more than one circle can be ticked):

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

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

3. Would you like to opt out of the Fast Track Process?

☐ Yes ☐ No

4. Consultation

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

If yes, which groups have you consulted with?

Who else have you consulted with?

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

5. Applicant Details

Name/s:

Arnold Robert Larsen and Anne Ngaio Larsen

Email:

Phone number:

Postal address:

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

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.*

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:

Arnold Robert Larsen & Anne Ngaio Larsen

**Property Address/
Location:**

Postcode

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

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

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

☐ Yes ☐ No

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

(more than one circle can be ticked):

- ☐ Building Consent
- ☐ Regional Council Consent (ref # if known)
- ☐ National Environmental Standard consent
- ☐ Other (please specify)

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

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

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

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

- | | |
|---|---|
| <input type="radio"/> Subdividing land | <input type="radio"/> Disturbing, removing or sampling soil |
| <input type="radio"/> Changing the use of a piece of land | <input type="radio"/> Removing or replacing a fuel storage system |

13. Assessment of Environmental Effects:

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

Your AEE is attached to this application ☐ Yes

13. Draft Conditions:

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

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

14. Billing Details:

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

Name/s: (please write in full)

Bob Larsen

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)

Bob Larsen

Signature:

(signature of bill payer)



Date 12-Aug-2025

MANDATORY

15. Important Information:

Note to applicant

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

You may apply for 2 or more resource consents that are needed for the same activity on the same form. You must pay the charge payable to the consent authority for the resource consent application under the Resource Management Act 1991.

Fast-track application

Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement. A fast-track application may cease to be a fast-track application under section 87AAC(2) of the RMA.

Privacy Information:

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

15. Important information continued...

Declaration

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

Name: (please write in full)

Natalie Watson

Signature:

[Redacted Signature]

Checklist (please tick if information is provided)

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

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

Robert & Anne Larsen

Land Use Consent for New Buildings & Earthworks

62 Waitete Heights Lane, Kerikeri

Williams & King, Kerikeri¹
19 August 2025



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

1. OVERVIEW

1.2 Summary of proposal

Robert ('Bob') and Anne Larsen propose to develop a property located at 62 Waitete Heights Lane in Kerikeri. The subject site is legally described as Lot 9 DP 588451 and is held in the Record of Title 1119086.

The proposed development involves the construction of a new dwelling and a shed, within an approved building envelope. The building platform will be formed through earthworks (primarily excavation) to prepare a level surface, with surplus cut material to be used for landscaping on the site. Vehicle access will be formed as a metalled surface within the site, to provide access to an internal garage, as well as an outdoor parking and manoeuvring area.

Proposed impermeable surfaces will be within the confines of land use consent RC 2220047, which consents up to 600m² of impermeable surface on this site.

Consent notice conditions relating to foundation design, onsite wastewater disposal, water storage and stormwater management, building height, building envelopes, building and landscape design guidelines and archaeological accidental discovery protocols will all be complied with.

1.2 District Plan zoning and activity status

The subject site is in the Coastal Living Zone in the Operative Far North District Plan. The proposed development requires resource consent under the 'Visual Amenity' rule of the Coastal Living zone, and consent under District Wide Rules 'Excavation and/or Filling...'. The proposal has been assessed as being a discretionary activity overall.

Under the Proposed Far North District Plan, the site is zoned 'Rural Lifestyle'. Relevant rules with legal effect under the Proposed District Plan are EW-R12 and EW-R13, both of which can be satisfied as a permitted activity via consent conditions and an advice note.

1.3 Statutory framework

This report and its appendix accompany the Resource Consent application made by the Applicant and is provided in accordance with the requirements set out in Schedule 4 of the Resource Management Act 1991 ("RMA"). It is intended to provide the necessary information, in sufficient detail, to provide an understanding of the proposal, including any actual or potential effects the proposed activity may have on the environment, any proposed or agreed to measure to ensure positive effects, and the relevant matters specified under section 104 of the RMA (Consideration of applications). As the application is for a discretionary activity, Section 104B of the RMA is relevant:

After considering an application for a resource consent for a discretionary activity or non-complying activity, a consent authority –

- (a) may grant or refuse the application; and*
- (b) if it grants the application, may impose conditions under section 108.*

2. DESCRIPTION OF PROPOSAL

2.1 Proposed buildings

The overarching purpose of the proposal is to establish a new dwelling and shed on a site within the Coastal Living zone of the Operative District Plan. Refer to the G.J. Gardner Homes Plan Set in **Appendix 1a. Figure 1** below depicts the overall site plan.

A single level four-bedroom dwelling is proposed, with a floor area of approximately 232m² and a total roof area of approximately 316m². The dwelling will be located near the western end of the approved building envelope, and built on a raft foundation on compacted hard fill. The maximum height (apex height) will be approximately 5.5m. The building will be orientated towards the north for sunlight and views, with the living/dining area and three of the bedrooms facing this direction, and the vehicle access and proposed shed located on the southern side of the dwelling.

Exterior materials will comprise brick veneer cladding with linea weatherboard on the face of the entryway roof, metal tile roofing, and powder coated aluminium joinery. Final colours are yet to be determined, but will be in accordance with consent notice condition (xii) of 12689086.5.

The proposed future shed will have a roof area of 72m², with dimensions of 8m x 9m. Maximum height will not exceed the limit of 6.5m as specified in the consent notice condition (ix) of 12689086.5, and be approximately 3.8m in height. The exterior cladding and roof will be coloursteel. Final colours are yet to be determined, but will be in accordance with consent notice condition (xii) of 12689086.5. An indicative floor and elevation plan are attached in **Appendix 1b**. Note that there may be some variation in the final elevations with the addition of doors and/or windows.

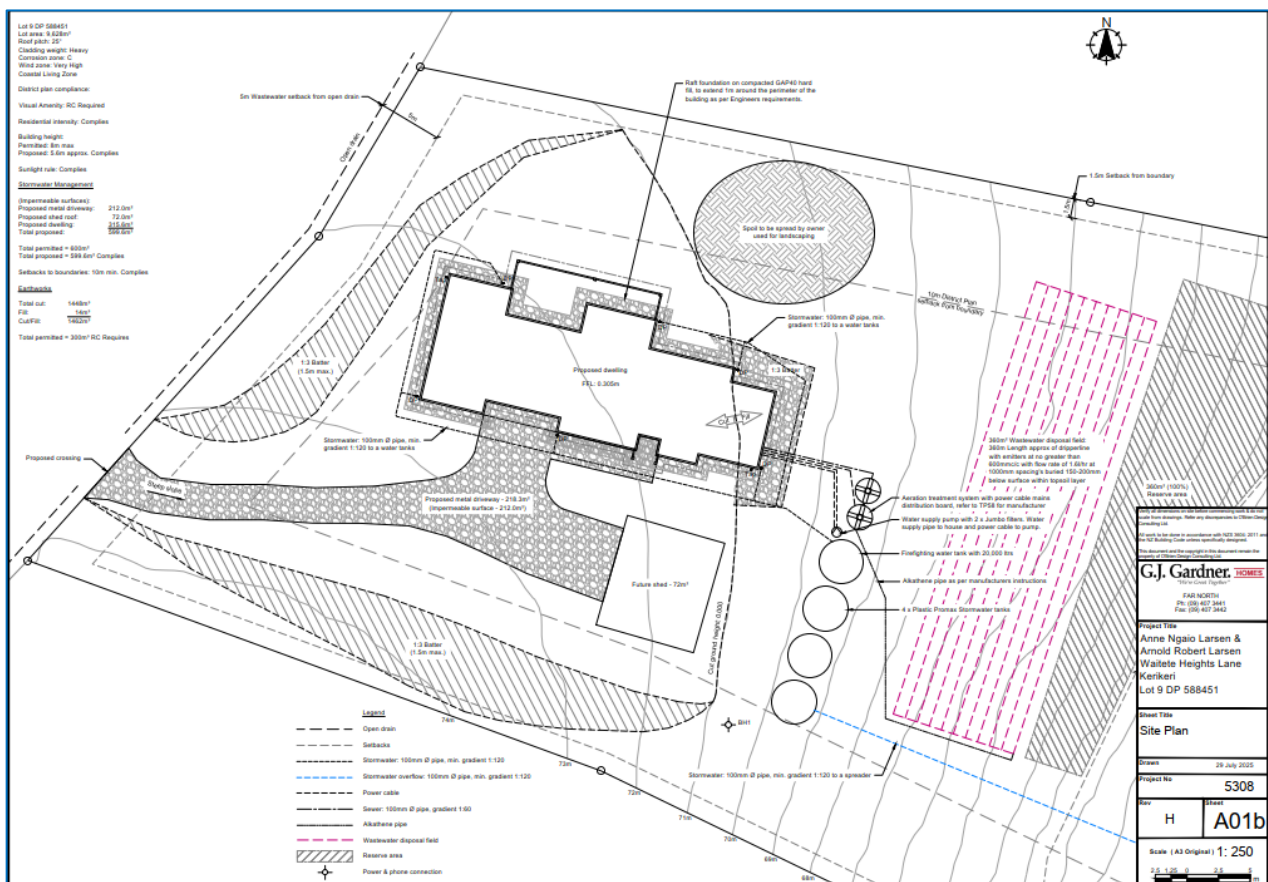


Figure 1: Site Plan

2.2 Property access and parking arrangements

Access to the buildings will be formed as a sealed vehicle crossing off the commonly owned access lot (Lot 17 DP 588451) and a metalled driveway, outdoor parking and manoeuvring area.

Car parking will be available within the garage, or upon outdoor metalled hardstand areas adjacent to the shed or dwelling.

2.3 Earthworks

Earthworks are required to prepare the building platform. This will involve an excavation of approximately 1,450m² with 1:3 battered banks up to a maximum height of 1.5m. A small volume of fill (approximately 15m³) will be used to level the eastern side of the building platform. The remainder of the excavated material will be temporarily stockpiled along the northern boundary, before being spread and used for landscaping by the owners.

Imported aggregate for the proposed metalled driveway is estimated as approximately 65m³.

Therefore, total earthworks comprising the cut, fill and imported aggregate will be approximately 2,965m³.

All earthworks undertaken at the site will be carried out in accordance with Auckland Council Guidance Document 2016/005: Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region (GC05). Sediment laden stormwater runoff will be controlled by appropriate management techniques to ensure that sediment does not migrate beyond the site. This can be included as a condition of consent.

Erosion and sediment control will indicatively involve:

- Installation of clean water diversion measures to divert surface water around the earthworks area.
- Due to the proximity of boundaries and the downslope wetland, installation of a 600mm high silt detention fence positioned along the contour and around the downslope area of the earthworks (including the stockpile) with 2m returns up the slope (to prevent water from travelling around the edges) for the duration of the project using geofabric supported with waratahs or post hammer-staked at least 400mm deep on the downhill side of the fabric, no more than 2m apart. The silt fence can be installed in a trench and anchored by backfilling the trench.
- Placing the stockpile away from any stormwater overland flow paths and avoiding the steeper downslope gradients. Any temporary stockpile of top soil must be within the silt fence perimeter.
- Revegetation of any longer-term stockpile, until used for landscaping.
- Immediately following the earthworks, exposed areas must be stabilised and/or topsoiled and re-vegetated. Once revegetation is satisfactorily established and stabilisation is complete, sediment control measures can be removed from the site.
- Roof downpipes are to be connected to the installed stormwater drainage as soon as practical once roof cladding has been installed. Until this point, ensure water run-off from downpipes is directed away from build area but not on to neighbouring properties.

The above measures can be monitored by the appointed contractor, with regular inspection of silt fences and additional checks prior to and following heavy or persistent rainfall to ensure that the erosion and sediment control measures are repaired, replaced, reinforced or cleaned out if required. The Head Contractor will adjust erosion and sediment control as needed to suit site adjustments and weather conditions.

Further construction management techniques will be implemented to avoid, remedy and mitigate adverse environmental effects. These will also be implemented and monitored by the Head Contractor responsible for overseeing the earthworks, and include the following principles.

- All noise generating activities during the period of site works for this project will be managed on site as far as is reasonably practicable to meet New Zealand Standard NZS 6803:1999 Acoustics - Construction Noise. In addition, all persons undertaking day to day management of construction activities on the site will wherever possible adopt the best practical option at all times to ensure the emission of noise from the site does not exceed a reasonable level in accordance with Section 16 of the Resource Management Act 1991.
- Construction traffic must prevent sediment from being tracked onto adjacent public roads. A rumble pad may be used. Construction traffic and parking must avoid any potential conflict with traffic and pedestrians in the vicinity of the site. There is ample onsite space for parking.
- Dust mitigation measures will be utilised on-site to avoid dust being generated and carried beyond the site, including covering or revegetating topsoil mounds if temporarily stockpiles remain beyond a short time period or are causing a dust nuisance.
- A copy of the Heritage New Zealand Pouhere Taonga Accidental Discovery Protocol (ADP) shall be made available to all contractors working on site.

2.4 Impermeable surface coverage

The Coverage Calculations Plan in **Appendix 1** tables impermeable surface coverage as amounting to approximately 599.6m², comprising the proposed metal driveway, proposed shed roof and proposed dwelling. This extent is consented via Decision B of RC 2220047-RMACOM, which expires on 29 October 2026 (attached in **Appendix 4**). Note that the 'Reasons for the Decision, subheading 'District Plan Rules Affected' refers to 600m² of impermeable surfaces.

Conditions (v) and (vi) of Consent Notice 12689086.5 set out the requirements for stormwater management on the lot, as copied below. These require attenuation via stormwater retention tank, for both the proposed impermeable surfaces and a 1/8th share of the impermeable surfaces over Lot 17 DP 588451.

- (v). In conjunction with the construction of any buildings, the lot owner shall install a stormwater retention tank with a flow attenuated outlet. The system shall be designed such that the total stormwater discharged from the site, after development, is no greater than the predevelopment flow from the site for rainfall events up to a 10% AEP plus allowance for climate change. The details of the on-site retention storage and flow attenuation shall be prepared noting the restrictions and recommendations included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.

Lots 3-10 DP 588451

- (vi). In conjunction with the construction of any buildings, and in addition to the requirements of condition 4(m)(vi) above, the lot owner shall install a stormwater retention tank, providing attenuation of 1/8th share of increased runoff generated by the impermeable surface of the private access. The additional storage requirements will be determined noting the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047 and the RFI response from GWE Consulting Engineers, dated 30 August 2021, included in RC 2220047.

Attenuation calculations will be provided with the building consent application. The proposed stormwater retention tanks are as shown on the Site Plan, with overflow discharging to a level spreader to avoid discharge of concentrated stormwater, with this to be located downslope of the proposed wastewater disposal field. Ultimately, the relevant consent notice conditions ensure that stormwater is discharged in a controlled manner from the development, to avoid erosion, and in such a way that will mimic a natural runoff.

2.5 Landscape Plan

Hawthorn Landscape Architects Ltd have prepared a Landscape Integration Plan showing the landscape plantings that are required in addition to existing on-site plantings to achieve the maintenance of rural and visual amenity values, and to ensure that the proposed built development does not dominate the landscape. The requirements of the Landscape Integration Plan are set out in a consent notice condition.

In addition, confirmation that the Design Guidelines formulated at subdivision stage is provided by way of a report by Hawthorn Landscape Architects Ltd. Refer to **Appendix 2**.

The proposed Landscape Integration Plan shows amenity plantings to be placed around the proposed buildings, hardstand areas and water tanks. Refer to **Figure 2**.



3. APPLICATION SITE DETAILS AND DESCRIPTION

3.1 Location

The site is located at 62 Waitete Heights Lane in Kerikeri. Waitete Heights Lane is located on the southern side of Redcliffs Road, approximately 2.5km north east of its intersection with Kapiro Road. Refer to the Location and Cadastral Maps in **Figures 3 and 4**.

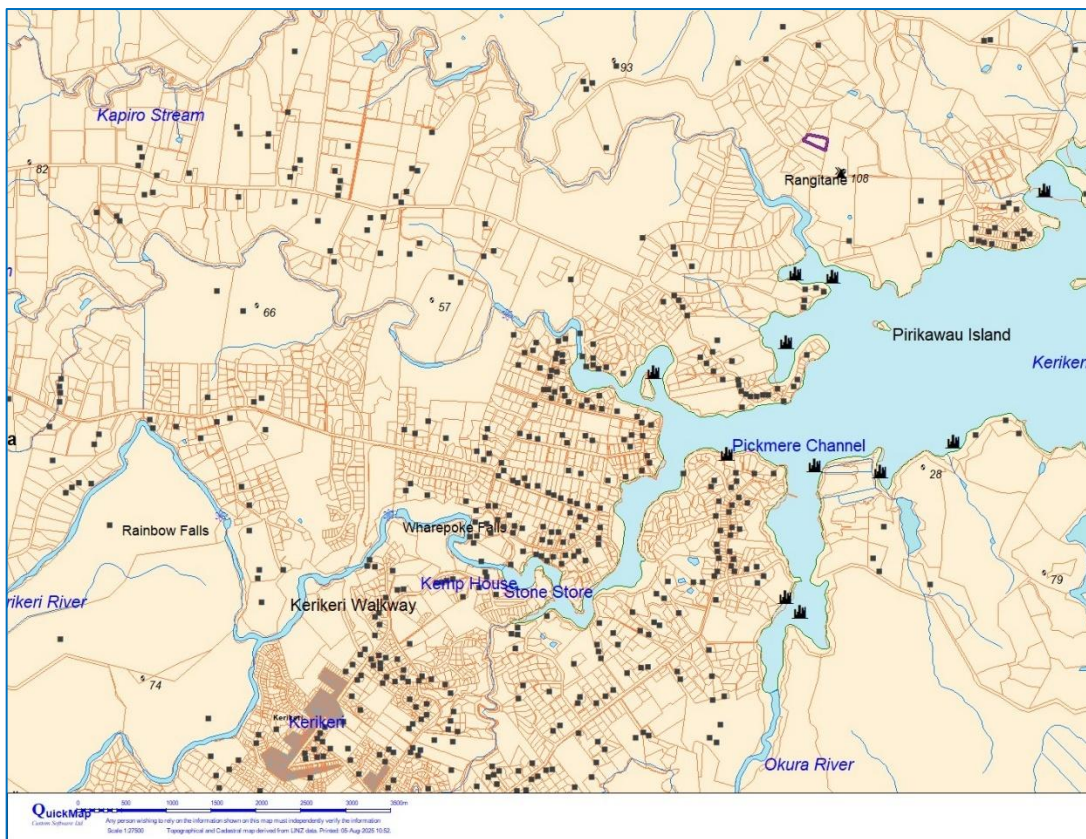


Figure 3: Location Map (Source: QuickMap)

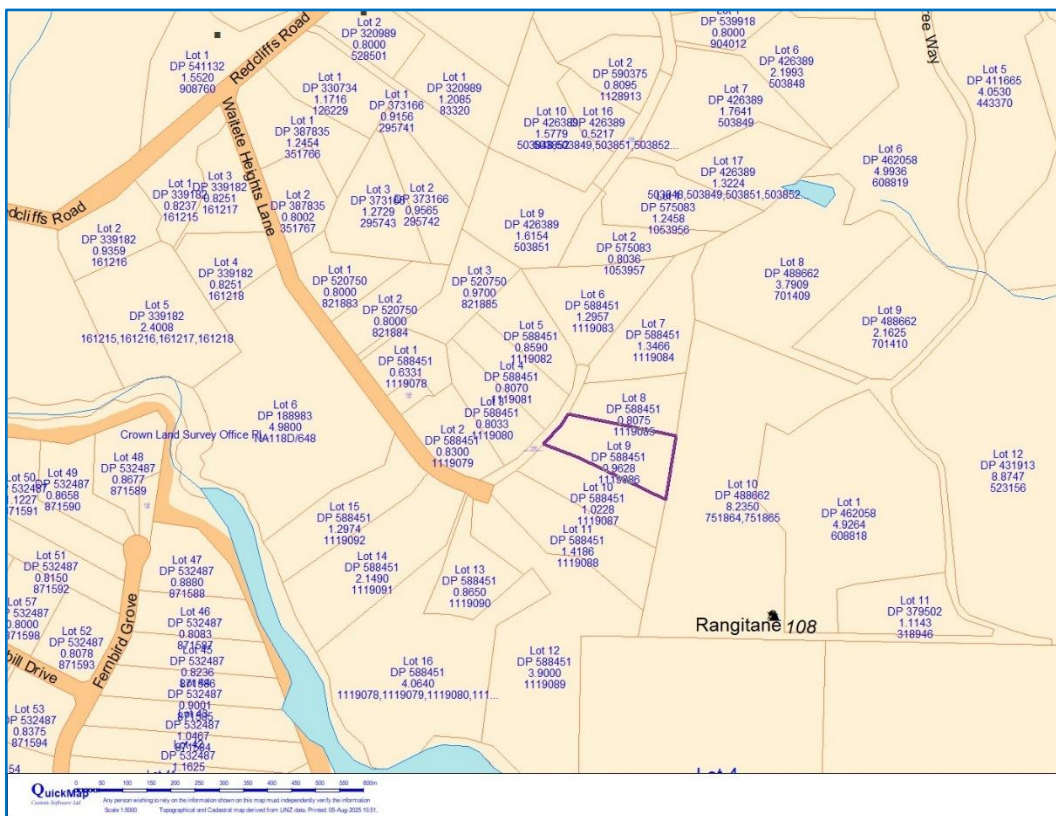


Figure 4: Cadastral Map Highlighting the Application Site (Source: QuickMap).

3.2 Legal details

Legal details of the application site is summarised below and in the Record of Title (**Appendix 3**).

LEGAL DESCRIPTION	RECORD OF TITLE IDENTIFIER	TITLE AREA
Lot 9 DP 588451 + 1/15 th share in Lot in Lot 16 DP 588451 & 1/8 th share in Lot 17 DP 588451	1119086	9628m ² more or less + 1/15 th 4.0640ha +1/8 th 2417m ²

Relevant interests on the Record of Title are listed below.

5457207.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 (affects Lots 9 and 17 DP 588451 and part Lot 16 DP 588451 formerly Lot 3 DP 316029).

Lot 3

1. *The landowners shall preserve the trees and vegetation described in the area illustrated as area X on the survey plan. The landowners shall not without the prior written consent of the Council and then in strict compliance with any conditions imposed by the Council cut down, damage or destroy any vegetation within this area. The landowners shall not be deemed to be in breach of this prohibition if any such vegetation shall die from natural causes not attributable to any act or default on or on behalf of the landowners or for which the landowner is responsible.*
2. *The landowners shall preserve the Middens and Terraces site detailed as area Y (P05/18) on the survey plan, and shall not without the consent of the New Zealand Historic Places Trust, alter, modify or destroy any land within this area.*

Lots 1, 2 & 3

1. *The landowners/occupiers are prohibited from keeping cats and/or mustelids to the extent that existing cats of owners can be retained for the remainder of their natural lives.*
2. *Any dogs are to be restricted to remain within the lot boundaries and outside the bush protection covenant area, illustrated as area X on the survey plan.*

Comment: Lot 9 DP 588451 does not include the areas X or Y referred to above. No issues arising in relation to the proposed development.

11251902.3 Consent Notice pursuant to Section 221 Resource Management Act 1991.

Lots 1 – 4 DP 520750

- (iii) Reticulated telecommunication services are not a requirement of this subdivision consent for Lots 1 – 4. The responsibility for providing telecommunications services will remain the responsibility of the property owner.*
- (v) No cats, dogs or mustelids are permitted to be on Lots 1 – 3 at any time. Due to the size and rural productive use of Lot 4, one working dog used for stock management may be retained on Lot 4.*

Comment: No issues arising in relation to the proposed development.

Appurtenant hereto is a right to drain water created by Easement Instrument 11251902.4. The easements created by Easement Instrument 11251902.4 are subject to Section 243 (a) Resource Management Act 1991.

12689086.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 (affects Lots 9 and 16 DP 588451).

Lots 1 – 15 DP 588451

- (i) *The location and foundations of any buildings shall be designed and certified by a suitable experienced Chartered Professional Engineer, prior to issue of any building consent.*

- (ii) *In conjunction with the construction of any building requiring a wastewater disposal system the lot owner shall obtain a Building Consent and install the wastewater treatment and effluent disposal system. Any proposed wastewater treatment and effluent disposal system shall be designed and constructed, noting the recommendation and limitation included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047. The installation shall include an agreement with the system supplier or its authorised agent for the ongoing operation and maintenance of the wastewater treatment plant and the effluent disposal system.*
Following 12 months of operation of the wastewater treatment and disposal system the lot owner shall provide certification to Council that the system is operating in accordance with its design criteria.
- (iii) *In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509.*
- (iv) *Reticulated telecommunication services are not a requirement of this subdivision consent. The responsibility for providing telecommunication services will remain the responsibility of the property owner.*
- (v) *In conjunction with the construction of any buildings, the lot owner shall install a stormwater retention tank with a flow attenuated outlet. The system shall be designed such that the total stormwater discharged from the site, after development, is no greater than the predevelopment flow from the site for rainfall events up to a 10% AEP plus allowance for climate change. The details of the on-site retention storage and flow attenuation shall be prepared noting the restrictions and recommendations included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.*

Lots 3 – 10 DP 588541

- (vi) *In conjunction with the construction of any buildings, and in addition to the requirements of condition 4(m)(vi) [error – should be 4(m)(v)] above, the lot owners shall install a stormwater retention tank, providing attenuation of 1/8th share of increased runoff generated by the impermeable surface of the private access. The additional storage requirements will be determined noting the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated 30 August 2021, included in RC 2220047.*

Lots 2 – 9 DP 588541

- (ix) *Buildings on Lots 2 – 9 inclusive shall be limited to a height not exceeding 6.5 meters above existing ground level measured by the Rolling Height Method as defined in the Operative District Plan.*

Lots 1 – 15 DP 588541

- (xi) *All buildings and structures shall be located within the building development zones as per the areas defined as per condition 3(c) of RC 2220047-RMACOM.*
- (xii) *Where exterior building materials are not self-coloured (such as a natural wood or stone), colours from the A and B group of the BS5252 colour chart shall be used. Light reflectance values for exterior roofs shall not exceed 30 per cent and exterior walls shall not exceed 40 per cent.*
- (xiii) *In conjunction with the building consent application for any building on the Lot, provide a Landscape Integration Plan prepared by a suitably qualified person which identifies:*
 - i. *The location and species make-up of the existing Structure Planting on the site. If there are any gaps or areas of planting that are missing, the Lot owner shall identify these areas and the replacement plants needed to fill them on the Landscape Integration Plan. Any replacement plants shall be of a native species.*
 - ii. *Location and species of the Specimen Tree Plantings to be implemented.*
 - iii. *All buildings and driveways proposed on the Lot, including the extent of all earthworks and how these will be treated, i.e., re-grassed, re-vegetated or use of retaining walls.*
 - iv. *Additional landscape amenity plantings in the form of foreground and backdrop plantings required to blend the built structures into the landscape so the rural and visual amenity values are maintained and so that built development does not dominate the landscape.*
 - v. *The proposed landscaping shall be in accordance with Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021 and provided with RC 2220047-RMACOM.*

The Lot owner shall implement the planting shown on the Landscape Integration Plan (as required above) within 12 months of the Code of Compliance Certificate being issued and maintain the planting

thereafter in accordance with the Landscape Planting Implementation and Maintenance as described in Appendix 5 Subdivision Landscape enhancement and Mitigation plan dated 17 March 2021.

- (xiv) The Design Guidelines listed under the headings 'Building Form', 'Building Materials and Finishes', 'Ancillary Structures', 'Water Tanks', 'Driveway and Parking Areas', 'Earthworks' and Landscape Design Guidelines listed under the headings 'Landscaping', 'Outdoor Living Areas', 'Swimming Pools', 'Grading and Drainage', and 'Outdoor Lighting' in the Landscape and Visual Effects Assessment by Hawthorn Landscape Architects dated 9th July 2021 shall be adhered to for any built development on the site. In conjunction with any building consent application, a registered landscape architect shall provide confirmation that the Design Guidelines have been met.

Lots 1-10, 14 and 15 DP 588451

- (xv) Archaeological sites are protected pursuant to the Heritage New Zealand Pouhere Taonga Act 2014. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority issued pursuant to that Act. Should any site be inadvertently uncovered, the procedure is that work should cease, with the NHZPT and local iwi consulted immediately. The New Zealand Policy should also be consulted if the discovery includes koiwi (human remains).

Comment: The matters under conditions (i) – (iii), (v), (vi) will be addressed at building consent stage. Relevant visual matters listed in conditions (ix), (xi), (xiii), and (xiv) are dealt with within this application, while condition (xii) (colours and light reflectance values) will be confirmed with the building consent application.

Land Covenant in Covenant Instrument 12689086.6 (Limited as to duration) (affects Lot 9 DP 588451).

Subject to a right to drain water, convey electricity and telecommunications and a right of way over part Lot 17 DP 588451 marked P all on DP 588451 created by Easement Instrument 12689086.7. Appurtenant to Lot 9 DP 588451 is a right to drain water, right to convey electricity and telecommunications and a right of way created by Easement Instrument 12689086.7. The easements created by Easement Instrument 12689086.7 are subject to Section 243 (a) Resource Management Act 1991.

Subject to a right (in gross) to convey telecommunications over part Lot 17 DP 588451 marked P on DP 588451 in favour of Chorus New Zealand Limited created by Easement Instrument 12689086.8. The easements created by Easement Instrument 12689086.8 are subject to Section 243 (a) Resource Management Act 1991.

Subject to a right (in gross) to convey electricity and telecommunications over part Lot 17 DP 588451 marked P on DP 588451 in favour of Top Energy Limited created by Easement Instrument 12689086.9. The easements created by Easement Instrument 12689086.9 are subject to Section 243 (a) Resource Management Act 1991.

Subject to a right (in gross) to convey telecommunications over part Lot 16 DP 588451 marked S on DP 588451 in favour of Two Degrees Networks Limited created by Easement Instrument 12689086.10.

Subject to Section 241(2) Resource Management Act 1991 (affects DP 588451).

12789702.1 Variation of Land Covenant 12689086.6.

3.3 Existing land use and development

The subject site is a vacant site, in grass within the location of the building envelope, and with newly established structure plantings to the north and south of the building envelope and an area of hillslope revegetation on the steeply sloping area to the east of the building envelope. Further downslope of the hillslope revegetation planting is an area of 'known wetland'.

Refer to **Photographs 1 - 3** below.



Photograph 1: Site frontage to jointly owned access lot off Waitete Heights Lane.



Photograph 2: Lower area of building envelope, looking towards hillslope revegetation and wetland beyond.



Photograph 3: Building site facing north.

3.4 Natural and recorded features

The site slopes away from the Common Access Lot towards the north and east, with the building platform being located in the more gently sloping western part of the property.

The Northland Regional Council Biodiversity Wetlands map records the ponds in the lower area of the subject site as being part of a wetland unit labelled “*Upper Te Puna Inlet (information obtained from PNAP report)*”. Includes some mangrove forest. Three areas. LCDB 2 shows less than 100ha wetland”. Refer to **Figure 5** below.

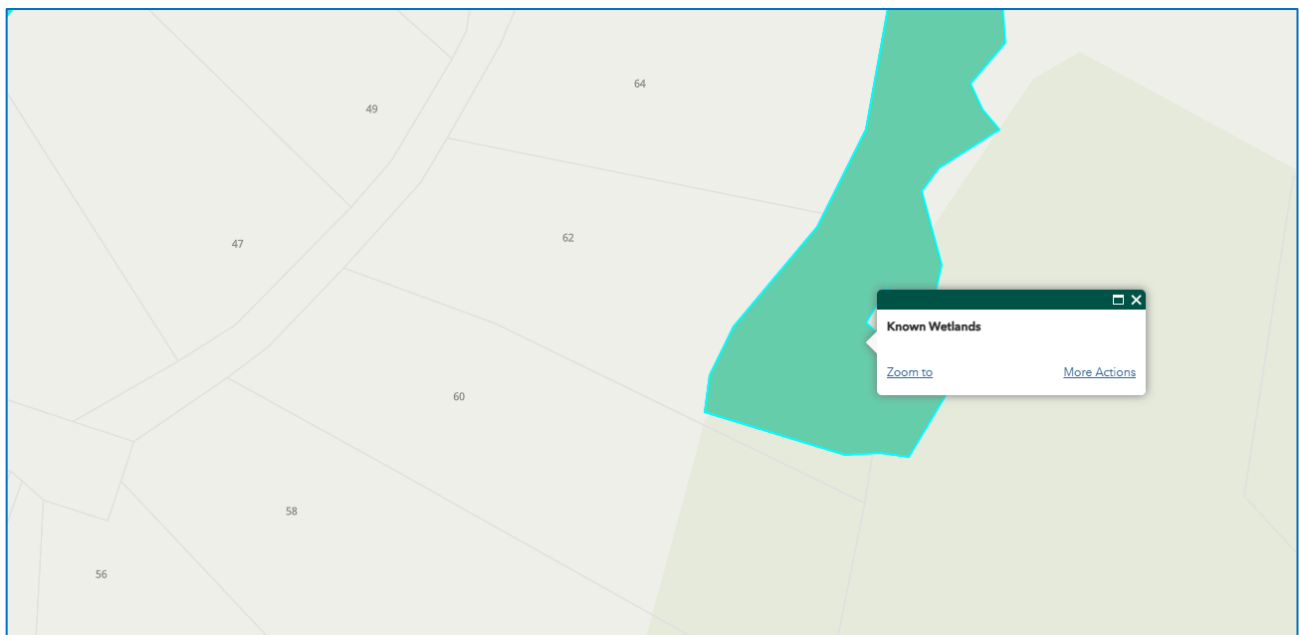


Figure 5: Biodiversity Wetlands Map Excerpt.

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

The proposed building site is not part of any ecological unit recorded in the Department of Conservation Protected Natural Area (“PNA”) mapping, although the commonly owned lot of which the subject Record of Title includes a one fifteenth share is part of the ‘Rangitane Shrublands’ ecological unit.

The site is mapped as being within a high-density kiwi habitat in Far North Maps “Species Distribution (DoC)” Map.² The mapping related to kiwi habitat is a non-statutory document.

The site is mapped as comprising Land Use Capability (“LUC”) unit IVe7. This LUC Unit does not meet the definition of ‘highly versatile soils’ as per the Regional Policy Statement or the definition of ‘highly productive land’ in the National Policy Statement for Highly Productive Land.

3.5 Vehicle access

The subject land has legal frontage to Waitete Heights Lane via a jointly owned access lot (Lot 17 DP 588451) over which a 5m wide access is formed.

3.6 Surrounding land

The subject site is surrounded by coastal lifestyle lots to the north, south and west. A larger rural site is located to the east.

² A map showing the distribution of Northland Brown Kiwi and Northland Mudfish in the Far North District. Kiwi habitat distribution based on call count monitoring in 2019 by Department of Conservation: Craig, E. (2020): Call count monitoring of Northland brown kiwi 2019. Department of Conservation, Whangarei, New Zealand.

4. DISTRICT PLAN ASSESSMENT

4.1 Far North Operative District Plan

The application site is zoned Coastal Living.

The proposal is assessed against the relevant rules of the Operative District Plan as follows.

4.1.1 Coastal Living Zone

Rule	Discussion	Compliance
10.7.5.1 PERMITTED ACTIVITIES		
10.7.5.1.1 Visual Amenity	The gross floor area of the shed and dwelling will each exceed 50m ² .	Does not comply
10.7.5.1.2 Residential Intensity	The proposal is for a single residential unit with an accessory building.	Complies
10.7.5.1.3 Scale of Activities	The proposed dwelling will be used by people who normally reside on the site.	Complies
10.7.5.1.4 Building Height	Building height does not exceed 8m.	Complies
10.7.5.1.5 Sunlight	Permitted activity recession planes are met.	Complies
10.7.5.1.6 Stormwater Management	Proposed impermeable surfaces will not exceed 600m ² , being the coverage already consented by Decision B RC 2220047-RMACOM (expiry October 2026).	Consented, by Decision B RC 2220047-RMACOM
10.7.5.1.7 Setback from Boundaries	Proposed buildings are at least 10m from all site boundaries.	Complies
10.7.5.1 CONTROLLED ACTIVITIES		
10.7.5.2.2 Visual Amenity	The proposed buildings are located within an approved building envelope.	Complies

4.1.2 Natural & Physical Resources

Rule	Discussion	Compliance
PERMITTED ACTIVITIES		
12.3.6.1.2 Excavation and/or filling ... in the ... Coastal Living ... zones	Earthworks will exceed the permitted activity standard (300m ³ per 12 month period).	Does not comply
12.4.6.1.2 Fire Risk to Residential Units	The dwelling will be located more 20m from any continuously vegetated areas, including the hillslope revegetation area to the east of the building envelope.	Complies
12.7.6.1.2 Setback from Smaller Lakes, Rivers and Wetlands	This rule specifies that any building and any impermeable surface must be setback at least 30m from any wetland 1ha or more in area. This is achieved by the proposal.	Complies
12.7.6.1.3 Preservation of Indigenous Wetlands	No works are proposed within a wetland.	Not applicable
12.7.6.1.4 Land use activities involving discharge of human sewage effluent	There is sufficient area available for onsite wastewater disposal to accommodate a 30m separation distance from any water body.	Complies

RESTRICTED DISCRETIONARY ACTIVITIES		
12.3.6.2.1 Excavation and/or filling ... in the ... Coastal Living ... zones	The combined volume of cut and fill, plus surplus cut material being retained on site exceeds 2,000m ³ .	Does not comply
DISCRETIONARY ACTIVITIES		
12.3.6.3 Discretionary Activities	The proposed volume of cut and fill is a discretionary activity.	Complies

4.1.3 Transportation

Rule	Discussion	Compliance
Traffic – Permitted Activities		
15.1.6A.2.1 Traffic Intensity	The first residential unit on a site is exempt from this rule.	Complies
Parking – Permitted Activities		
15.1.6B.1.1 On-Site Car Parking Spaces	More than two off street car parks will be available.	Complies
Access – Permitted Activities		
15.1.6C.1.1 Private Accessway in all Zones	Access to the site has been formed in accordance with RC 2220047, in compliance with these standards.	Complies
15.1.6C.1.5 Vehicle crossing standards in ... Coastal Zones	The site does not have direct frontage to a legal road, and this rule does not apply.	Complies.
15.1.6C.1.7 General Access Standards	Clauses (a) – (d) will be met by the proposed access design.	Complies

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

Overall, the proposal has been assessed as a discretionary activity. Sections 104 and 104B of the RMA are applicable.

4.2 Far North Proposed District Plan

The application site is zoned 'Rural Lifestyle' in the Far North Proposed District Plan.

The proposal is assessed against the relevant rules of the Proposed District Plan as follows.

4.2.1 Rules with Immediate Legal Effect

Rules relating to earthworks and the discovery of suspected sensitive material, and earthworks and erosion and sediment control (EW-R12 and EW-R13) and associated standards EW-S3 and EW-S5 can be complied with through advice notes relating to the Heritage New Zealand Accidental Discovery Protocol and the requirement for erosion and sediment control to be implemented in accordance with the specified guideline document for the duration of earthworks. We are not aware of any other applicable rules with immediate legal effect under the Proposed District Plan. Other relevant rules without immediate legal effect are assessed below.

4.2.2 Area-Specific Matters – Rural Lifestyle Zone

Rule	Discussion	Compliance
RLZ-R1 New buildings or structures...	PER-1 – the proposed buildings accommodate a permitted activity (RLZ-R3). PER-2: RLZ-S1: 8m height not exceeded. RLZ-S2: Recession planes complied with. RLZ-S3: 10m setbacks achieved. RLZ-S4: More than 30m from MHWS. RLZ-S5: Building / structure coverage is less than 12.5%. RLZ-S6: Not applicable.	These rules do not have legal effect.
RLZ-R2 Impermeable Surface Coverage	Proposed impermeable surfaces will not exceed 600m², being the coverage already consented by Decision B RC 2220047-RMACOM (expiry October 2026).	
RLZ-R3 Residential activity	A single residential unit is intended.	

4.2.3 District-Wide Matters - Hazards and Risks

Rule	Discussion	Compliance
Permitted Activities		
NH-R5 Wild Fire - Buildings used for a vulnerable activity (excluding accessory buildings)	The proposal will include two rainwater storage tanks, which will be suitable for storing water for firefighting as per condition 2 of PER-1. It is noted that water supply for fire fighting is a consent notice condition of RC 2220047. The building will not be within 20m of any continuous areas of vegetation and complies with PER-2.	This rule does not have legal effect.

4.2.4 District-Wide Matters – Energy, Infrastructure, & Transport – Transport

Rule	Discussion	Compliance
TRAN-R1 Parking	Off street car parking is available.	These rules do not have legal effect.
TRAN-R2 Vehicle crossings and access, including private accessways	Access is for a single dwelling via an existing crossing.	
TRAN-R5 Trip generation	Single residential unit proposed. Proposed development does not generate traffic exceeding that listed in TRAN-Table 11 – Trip generation.	

4.2.5 Earthworks

Rule	Discussion	Compliance
EW-R1 Earthworks for building or structures ...	Earthworks will be undertaken for this purpose. Standards reported on below.	These rules do not have legal effect.
EW-R6 Earthworks for ... formation ... of ... private accessways	Earthworks will be undertaken for this purpose. Standards reported on below.	

EW-R12 Earthworks and the discovery of suspected sensitive material	An Accidental Discovery Protocol advisory note can be added to the resource consent.	Complies. Refer to EW-S3 below.
EW-R13 Earthworks and erosion and sediment control	Erosion and sediment control will be implemented.	Complies. Refer to EW-S5 below.
EW-S1 Maximum earthworks thresholds.	More than 1000m ³ proposed per calendar year.	These rules do not have legal effect.
EW-S2 Maximum depth & slope	Depth will not exceed 1.5m.	
EW-S3 Accidental Discovery Protocol	Will be complied with.	Complies
EW-S4 Site reinstatement	Will comply.	This rule does not have legal effect.
EW-S5 Erosion & sediment control	Will be complied with.	Complies

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

Relevant rules with immediate effect are:

- EW-R12 and EW-R13, both of which can be satisfied as a permitted activity via consent conditions and an advice note.

5. ASSESSMENT OF ENVIRONMENTAL EFFECTS

Section 104(1)(a) and (ab) requires the consent authority 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 application 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. This assessment of environmental effects is not limited to any particular matters but includes an assessment of the relevant assessment criteria listed in Operative District Plan Rules 12.3.7 (Soils and Minerals) and 10.7.5.2.2 (Visual Amenity).

5.1 Earthworks effects

(a) the degree to which the activity may cause or exacerbate erosion and/or other natural hazards on the site or in the vicinity of the site, particularly lakes, rivers, wetlands and the coastline;

Erosion and sediment control will be installed and maintained for the duration of the earthworks activity, with a particular view to protecting the water quality of downslope wetland areas. Completed earthworks will be stabilised with aggregate and/or revegetated. Downslope vegetation (the hillslope revegetation planting established at subdivision stage) will be retained to further protect water quality.

(b) any effects on the life supporting capacity of the soil;

Erosion control and revegetation on exposed areas will be undertaken to avoid adverse effects on soil. Surplus excavated material will be retained on site and used for landscaping. The subject site does not contain highly versatile soils or highly productive land.

(c) any adverse effects on stormwater flow within the site, and stormwater flow to or from other properties in the vicinity of the site including public roads;

Stormwater is to be managed on site with attenuation and dispersed discharge to avoid and mitigate adverse effects.

(d) any reduction in water quality;

Residential development is not generally considered to create a long-term impact on water quality. The development platform will be surrounded by grass and revegetation areas to provide a buffer to runoff, trapping contaminants and sediments.

The proposed earthworks will be subject to typical erosion and sediment controls, which will be implemented and maintained for the duration of the earthworks in accordance with the requirements of GD05. Downslope vegetation (the hillslope revegetation planting established at subdivision stage) will be retained to further protect water quality.

(e) any loss of visual amenity or loss of natural character of the coastal environment;

The proposed earthworks are part of a residential building project. They allow the new buildings and driveway hardstand areas to be set into the landscape, rather than protruding above it. Together with the observance of consent notice conditions relating to building height, building design guidelines and landscape integration planting, the earthworks will contribute to lessening the visual amenity effect of the proposed buildings.

(f) effects on Outstanding Landscape Features and Outstanding Natural Features (refer to Appendices 1A and 1B in Part 4, and Resource Maps);

Not applicable.

(g) the extent to which the activity may adversely affect areas of significant indigenous vegetation or significant habitats of indigenous fauna;

The building site is located on an area of grass and does not directly disturb any indigenous vegetation or habitats. Appropriate management of the earthworks phase of development, together with long term stormwater and wastewater management, will ensure that water quality and natural water level ranges within wetlands are protected.

(h) the extent to which the activity may adversely affect heritage resources, especially archaeological sites;

The works will proceed under an Accidental Discovery Protocol, as required by the relevant consent notice condition.

(i) the extent to which the activity may adversely affect the cultural and spiritual values of Maori, especially Sites of Cultural Significance to Maori and waahi tapu (as listed in Appendix 1F in Part 4, and shown on the Resource Maps);

There are no sites of cultural significance within the subject site.

(j) any cumulative adverse effects on the environment arising from the activity;

The earthworks that are proposed are for the purpose of a single residential dwelling and shed, as an expected activity on the site and with appropriate mitigation of environmental effects. No adverse cumulative effects are anticipated.

(k) the effectiveness of any proposals to avoid, remedy or mitigate any adverse effects arising from the activity;

Standard conditions can be applied to this consent to ensure prior implementation of erosion and sediment control measures and the maintenance of these for the duration of the earthworks activity.

(l) the ability to monitor the activity and to take remedial action if necessary;

The nominated Head Contractor will monitor the effectiveness of erosion and sediment control, particularly during heavy and/or persistent rainfall to ensure that silt fences and clean water diversion drains are working as intended.

5.2 Landscape and visual effects

(i) the size, bulk, and height of the building or utility services in relation to ridgelines and natural features

The subject site is not part of an outstanding natural landscape or outstanding natural feature, and does not have high or outstanding natural character. The building height does not exceed 6.5m above ground level, as required by the consent notice conditions imposed by RC 2220047. As noted in the Hawthorn Landscape Architects Ltd letter, the proposed dwelling building site will be dug into the slope so that it sits into the landscape rather than protruding above it. The buildings will not protrude above any natural ridgelines or the natural high point to the south of the subject site near the cell tower.

(ii) the colour and reflectivity of the building

This matter is addressed within the Hawthorn Landscape Architects Ltd letter, which comments that *“the house and shed will be coloured so that the colours are from the A and B Group of the BS 5252 colour chart. The light reflectance values for the exterior roof colours will not exceed 30% and the exterior walls will not exceed 40%.”*

Although the applicants are yet to make final colour selection, they are aware of the Building Design Guidelines required to be adhered to. As the exterior colours and reflectivity values will remain in accordance with the Building Design Guidelines set at the subdivision stage, it is considered that they are appropriate for the site and its visual setting.

(iii) the extent to which planting can mitigate visual effects

In addition to the structure planting established through the subdivision stage, further planting, as shown in the attached Landscape Integration Plan, is proposed. The Landscape Integration Plan includes clusters of specimen trees to enhance the amenity values of the development, soften views between building sites, integrate the proposed dwelling site into the landscape, and minimise any potential adverse landscape and visual effects.

(iv) any earthworks and/or vegetation clearance associated with the building

Earthworks are proposed for the building platforms and for preparation of a level driveway / manoeuvring area adjacent to the buildings. These works are located within a small part of the overall site but will allow the building to be set into the landscape.

No clearance of indigenous vegetation is required.

(v) the location and design of associated vehicle access, manoeuvring and parking areas

The proposed driveway and manoeuvring area are located between the proposed buildings and the existing shared private access. The driveway area is a relatively short alignment, with the proposed buildings being located near the shared private access. Parking will be provided within the garage.

(vi) the extent to which the building will be visually obtrusive

The buildings have been designed to be below the maximum 6.5m height limit imposed as a consent notice condition. Together with the modest footprint of the buildings, their location within an approved building envelope, the use of recessive and low reflectance external materials, and the location of the site within an approved lifestyle subdivision, it is considered that the buildings will not be visually obtrusive.

(vii) the cumulative visual effects of all the buildings on the site

The proposed buildings will be the only ones on the site. Overall, the proposed dwelling and shed will result in a reasonable extent of coverage on the site, which is in accordance with permitted activity building and coverage and consented impermeable surface coverage. Visual effects can be avoided and mitigated as previously described.

(viii) the degree to which the landscape will retain the qualities that give it its naturalness, visual and amenity values

The Hawthorn Landscape Architects Ltd letter describes that existing and proposed landscape plantings on the site will assist with integrating the proposed buildings into the landscape and minimise any potential adverse landscape and visual effects. The landscaping is compatible with, and complementary to, the existing natural landscape patterns and elements, and its rural setting.

The overall site contours are retained. In addition, the natural features of the wetland area will be retained, with the proposed buildings being well set back from this area, so as to not have any impact.

(x) the extent to which private open space can be provided for future uses

The site retains ample open grassed outdoor areas, which are more than adequate for the proposed residential use.

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

The site does not include any mapped outstanding natural features, outstanding landscape features, or areas of high or outstanding natural character as mapped by the Regional Policy Statement.

The proposed buildings are sited within an approved building envelope and will comply with permitted activity setbacks from boundaries and the wetland below. Further, as described above, the building design contributes to the proposed buildings not being a dominant or obtrusive feature of the landscape. The proposed development will be at a scale which blends in with current and future anticipated settlement patterns of the area.

(xii) the extent to which non-compliance affects the privacy, outlook and enjoyment of private open spaces on adjacent sites

The proposed buildings are located within an approved building envelope, and comply with all permitted activity setback, height and height in relation to boundary rules, such that the privacy, outlook and enjoyment of private open spaces on adjacent sites will not be affected beyond what can be considered as the permitted baseline.

Summary of visual and landscape effects and mitigation

The proposed activity has been assessed as meeting the subdivision consent stage building design guidelines, and therefore is considered to be an appropriate development, which avoids and mitigates adverse effects on visual amenity. Taking into account mitigating factors presented by the size, bulk and form of the buildings, their siting, use of recessive and low reflectance exterior colours, landscape integration plantings and existing subdivision structure planting, it is considered that the proposed activity avoids and mitigates adverse visual and landscape effects so that they will be less than minor.

5.3 Archaeological and cultural effects

There are no recorded historic sites (including those recorded in the District Plan, or NZAA archaeological sites) or sites of cultural significance mapped within the property in the Far North Maps 'Historic sites' map. Consent notice condition (xv) of 12689086.5 includes the requirement that the Accidental Discovery Protocol to be followed in the event of any inadvertent uncovering of any archaeological site. This is considered sufficient to avoid adverse archaeological effects.

5.4 Soil

Soils on the subject site are not mapped as being Class I, II or III in the NZ Land Resource Inventory Worksheets. The mapped Land Use Capability class is IV and does not meet the definition of 'highly productive land' under the National Policy Statement for Highly Productive Land or of 'highly versatile soils' in the Regional Policy Statement. The proposed development is an expected activity in the Coastal Living Zone and is located on soils which are not considered to be a scarce resource, such that the proposal is considered to be an efficient use of soil resources.

The proposal locates the proposed buildings within a framework of existing vegetation and proposed plantings. Stormwater management has been designed to avoid erosion and slippage. In this way, the proposal is considered to contribute to the protection of the life supporting capacity of soils.

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 proceeding Sections 6.1 – 6.4 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
- Resource Management (National Environmental Standards for Freshwater) Regulations 2020
- Regional Policy Statement for Northland
- Operative Far North District Plan
- Proposed Far North District Plan
- Proposed 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 (“HAIL”).³ The land is not known to be currently, or historically, used for any activity or industry on the Hazardous Activities and Industries List. As such, using the method set out in Section 6(2) of the above Regulations, the subject site is not considered to be a ‘piece of land’ in terms of the above regulations.

6.1.2 Resource Management (National Environmental Standard for Freshwater) Regulations 2020

The above Regulations cover certain activities within 100m of a natural inland wetland. Wetland is recorded in the area to the east of the proposed building site, with this area being recorded as a ‘known’ wetland in the NRC Biodiversity Wetland Mapping.

The underlying subdivision access construction and earthworks were granted consent under these Regulations (NRC Resource Consent AUT.042926.04.01), however the consent did not cover future land use activities on individual sites, as their extent was not defined at subdivision stage.

The proposed activity does not involve any earthworks or vegetation disturbance within 10m of a wetland, however there will be earthworks, and diversion of stormwater within a 100m setback from a natural inland wetland. Regulations 52 and 54 are relevant.

Drainage of natural inland wetlands

Heading: replaced, on 5 January 2023, by regulation 27 of the Resource Management (National Environmental Standards for Freshwater) Amendment Regulations (No 2) 2022 (SL 2022/320).

52 Non-complying activities

- (1) Earthworks outside, but within a 100 m setback from, a natural inland wetland is a non-complying activity if it—
 - (a) results, or is likely to result, in the complete or partial drainage of all or part of a natural inland wetland; and
 - (b) does not have another status under any of regulations 38 to 51.
- (2) The taking, use, damming, or diversion of water outside, but within a 100 m setback from, a natural inland wetland is a non-complying activity if it—
 - (a) results, or is likely to result, in the complete or partial drainage of all or part of a natural inland wetland; and
 - (b) does not have another status under any of regulations 38 to 51.

³ Northland Regional Council (n.d.): *Selected Land-use Register Map*. Retrieved 4 August 2025 from <https://localmaps.nrc.govt.nz/localmapsviewer/?map=65b660a9454142d88f0c77b258a05f21>

54 Non-complying activities

The following activities are non-complying activities if they do not have another status under this subpart:

- (a) vegetation clearance within, or within a 10 m setback from, a natural inland wetland;
- (b) earthworks within, or within a 10 m setback from, a natural inland wetland;
- (c) the taking, use, damming, or diversion of water within, or within a 100 m setback from, a natural inland wetland if—
 - (i) there is a hydrological connection between the taking, use, damming, or diversion and the wetland; and
 - (ii) the taking, use, damming, or diversion will change, or is likely to change, the water level range or hydrological function of the wetland;
- (d) the discharge of water into water within, or within a 100 m setback from, a natural inland wetland if—
 - (i) there is a hydrological connection between the discharge and the wetland; and
 - (ii) the discharge will enter the wetland; and
 - (iii) the discharge will change, or is likely to change, the water level range or hydrological function of the wetland.

As the earthworks will be located upslope from the wetland, they are unlikely to result in any drainage of the downslope wetland in terms of Regulation 52.

Stormwater discharge will occur in accordance with the stormwater mitigation design, involving attenuation of roof water and a share in the jointly owned access lot runoff, using a detention volume within the rainwater storage tanks, and overflow to be discharged via a dispersal trench / spreader pipe. Overall, the total stormwater discharged from the site will not exceed the pre-development flow from the site for rainfall events up to a 10% AEP plus an allowance for climate change. On this basis, although there is a hydrological connection between discharge of stormwater and the wetland, and the discharge naturally flows downslope towards the wetland, it is unlikely that the discharge will change the water level range or hydrological function of the wetland.

Therefore, consent is not considered necessary pursuant to these regulations.

6.2 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 site is not within the coastal environment, nor does it include any areas of high or outstanding natural character, or outstanding natural landscapes or features as recorded in the RPS. The relevant policy from the RPS is addressed below.

Policy 5.1.1 – Planned and coordinated development

This policy requires co-ordinated location, design and building for subdivision, land use and development. Relevant matters are listed under (a), (c), (e), (g) and (h). The proposed use and development comply with all permitted activity Coastal Living Zone standards with the exception of the Visual Amenity Rule. Development of a vacant site for a single dwelling and accessory building is an anticipated land use in this zone, and the development of the site for this purpose will be compatible with other existing activities in the area so as to maintain the character of the surrounding environment.

6.3 District Plan Objectives and policies

6.3.1 Operative Far North District Plan

The objectives and policies of the Coastal Environment, Coastal Living Zone and Soils and Minerals Sections of the District Plan are relevant to this proposal. The proposal achieves a controlled activity status specifically in terms of the Coastal Living Zone rules, and the relevant matters. Therefore, the proposal can be considered to be in accordance with the objectives and policies of both the Coastal Environment as well as the Coastal Living zone. As outlined below, it has been concluded that the proposal is not contrary to the remaining relevant objectives and policies of the Operative District Plan.

Soils and Minerals

12.3.3 OBJECTIVES

12.3.3.2 *To maintain the life supporting capacity of the soils of the District.*

12.3.3.3 *To avoid, remedy or mitigate adverse effects associated with soil excavation or filling.*

12.3.4 POLICIES

12.3.4.1 *That the adverse effects of soil erosion are avoided, remedied or mitigated.*

12.3.4.2 *That the development of buildings or impermeable surfaces in rural areas be managed so as to minimise adverse effects on the life supporting capacity of the soil.*

12.3.4.4 *That soil excavation and filling, and mineral extraction activities be designed, constructed and operated to avoid, remedy or mitigate adverse effects on people and the environment.*

12.3.4.5 *That soil conservation be promoted.*

The proposed earthworks will occur for a short duration, solely for the purpose of preparing a residential building site. With the implementation of typical erosion and sediment control, management of dust, noise and traffic, it is considered that the adverse effects of earthworks on water quality and amenity values can be avoided, remedied and mitigated. The earthworks location does not adversely affect any significant ecological, landscape, cultural, spiritual or heritage resources, and has an adequate setback from any water bodies. The site is not subject to any natural hazards.

The site does not contain highly versatile soils, and is an existing rural residential site within an existing developing neighbourhood of this nature. As such, the life supporting capacity of soils is maintained to a suitable extent.

Topsoil will be retained on the site and re-used for landscaping to support soil conservation, along with erosion control to prevent the loss of soil from the site. Downstream vegetation (including the hillslope revegetation planting) will be retained. Upon completion, the exposed areas will be stabilised with aggregate or otherwise revegetated.

In summary, it is considered that the proposal is in accordance with the relevant objective and policies of the Operative District Plan.

6.3.2 Proposed Far North District Plan

Relevant objectives and policies are set out under the 'Earthworks'. These are assessed below, where relevant. It is concluded that the proposal will be consistent with the relevant strategies.

OBJECTIVES

EW-01 *Earthworks are enabled where they are required to facilitate the efficient subdivision and development of land, while managing adverse effects on waterbodies, the coastal marine area, public safety, surrounding land and infrastructure.*

EW-02 *Earthworks are appropriately designed, located and managed to protect historical and cultural values, natural environmental values, preserve amenity and safeguard the life-supporting capacity of soils.*

EW-03 *Earthworks are undertaken in a manner which does not compromise the stability of land, infrastructure and public safety.*

POLICIES

EW-P4 *Require earthworks to be of a type, scale and form that is appropriate for the location having regards to the effects of the activity, and:*

- a. *existing site constraints, opportunities and specific engineering requirements;*
- b. *the impact on existing natural landforms, features, historic heritage and indigenous biodiversity;*
- c. *compatibility with the visual amenity and character values of the area;*
- d. *changes in the natural landform that will lead to instability, erosion and scarring;*
- e. *impacts on natural drainage patterns and overland flow paths;*
- f. *using materials for retaining structures that are compatible with the visual amenity and the characteristics and qualities of the surrounding area;*
- g. *minimising adverse visual effects associated with any exposed cut faces or retaining structures, including with the use of screening, landscaping and/or planting; and*
- h. *loss of flood storage within flood hazard areas.*

EW-P8 *Manage earthworks to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:*

- a. *the location, scale and volume;*
- b. *depth and height of cut and fill;*
- c. *the nature of filling material and whether it is compacted;*
- d. *the extent of exposed surfaces or stockpiling of fill;*
- e. *erosion, dust and sediment controls;*
- f. *the risks of natural hazards, particularly flood events;*
- g. *stormwater controls;*
- h. *flood storage, overland flow paths and drainage patterns;*
- i. *impacts on natural coastal processes;*
- j. *the stability of land, buildings and infrastructure;*
- k. *visual amenity, natural character and landscape values,*
- l. *historic heritage values, and whether any assessment or advice from a suitably qualified and experienced heritage expert is required;*
- m. *any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6;*
- n. *the life-supporting capacity of soils;*
- o. *the extent of indigenous biodiversity clearance and its effect on biodiversity values;*
- p. *outstanding natural character, outstanding natural landscapes and outstanding natural features;*
- q. *riparian margins;*
- r. *the location, operational and functional needs and use of infrastructure;*
- s. *temporary or permanent nature of any adverse effect; and*
- t. *traffic and noise effects.*

As described previously, it is considered that the adverse effects of earthworks on water quality, amenity values and soils can be avoided, remedied and mitigated. The earthworks location does not adversely affect any significant ecological, landscape, cultural, spiritual or heritage resources, and has an adequate setback from any water bodies. The site is not subject to any natural hazards.

6.3.3 Weighting assessment of Operative and Proposed Far North District Plan

The current District Plan review process was initiated in 2016. Submissions and further submissions have been received. Public hearings are currently taking place, and in 2026 the council will give notice of its decisions on the Proposed District Plan. At this stage, as there is scope for relevant rules, objectives and policies to change, it is considered that limited weight should be attributed to the Proposed District Plan, and more weight applied to the provisions of the Operative District Plan.

6.4 Proposed Regional Plan for Northland (February 2024)

Stormwater management conditions outlined in the consent notice conditions are based on Proposed Regional Plan for Northland Rule C.6.4.2, with the intention being that attenuation with diffused discharge will be used to avoid downstream flooding as well as scour and erosion. Stormwater quality is unlikely to be an issue from this residential activity.

The discharge of sewage effluent onto land is controlled by the permitted activity rules C.6.1.3 of the Regional Plan for Northland. A feasible design that complies with that standard has been devised. An effluent field and reserve area can be located in compliance with the current rules.

Proposed earthworks will not exceed 5,000m² of exposed earth at any time, and will be within the permitted activity earthworks thresholds specified in Table 15 of Rule C.8.3.1.

No consents are considered necessary for the proposed activity under the Proposed Regional Plan for this proposal, although careful implementation of earthworks, and the designed onsite wastewater and stormwater management systems, will be required.

6.5 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;*
- (h) the management of significant risks from natural hazards.*

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 proposal is considered to promote sustainable management as per the purpose of the Act (Section 5) by enabling the development of an existing site for its intended purpose. The proposed buildings can be adequately serviced in terms of the disposal of wastewater and stormwater, and the collection and supply of water. The scale of the buildings (height and floor area), together with the existing and proposed planting on the site, and use of recessive and low reflectivity exterior colours (as required by consent notice conditions) will ensure that adverse visual amenity effects are appropriately avoided and mitigated, to ensure that the existing character of the site and its surrounding can be retained. The proposal provides for the economic and social well-being of the owners of the property by allowing them to live on the site, resulting in physical changes to the site that are consistent with the nature and scale of development anticipated in the surrounding area. The proposed development can be completed in such a way that avoids, remedies and mitigates actual and potential adverse effects arising from earthworks, new buildings and impermeable areas.

The building site is setback from the wetland area below so as to preserve the natural character of this area, and the proposal includes proposed plantings to retain the existing natural character values of the area. The proposal does not generate any adverse effects in terms of public access to water bodies, or on ecological values.

The subject site does not include any recorded archaeological sites, and an Accidental Discovery Protocol will apply during the earthworks phase in the event that any unrecorded sites are inadvertently uncovered.

The proposal has regard to Section 7 Matters and represents an efficient and anticipated use of the land, which will retain existing amenity values and maintain the quality of the environment.

Consultation with tangata whenua was undertaken at subdivision stage, and the principles of the Treaty of Waitangi have been taken into account.

The proposal is considered to be consistent with the purpose and principles of the RMA.

7. CONSULTATION & NOTIFICATION ASSESSMENT

7.1 Public notification

Step 1: Public notification is not requested. Sections 95A(3)(b) and (c) do not apply.

Step 2: Public notification is not precluded.

Step 3: There are no relevant rules that require public notification, and the adverse effects of the proposal have been assessed as being less than minor, as set out in Section 5 of this Report. As such, public notification is not considered necessary.

Step 4: No special circumstances are considered to exist to warrant public notification.

7.2 Limited notification

Step 1: The site is not in the marine and coastal area or common marine and coastal area. There are no affected protected customary rights groups or affected customary marine title groups, the land is not subject to a statutory acknowledgement.

Step 2: Limited notification is not precluded.

Step 3: Section 95E describes when a person is an affected person. Section 95E(1) specifies that a person is an affected person if the consent authority decides that the activity's adverse effects on the person are minor or more than minor (but are not less than minor).

Section 95E(2) provides guidance as to how a consent authority should assess an activity's adverse effects on a person for the purposes of Section 95E, including clause (a), where they may disregard an adverse effect of the activity on a person if a rule or national environmental standard permits an activity with that effect and clause (b), where they must, if the activity is a controlled activity or a restricted discretionary activity, disregard an adverse effect of the activity on the person if the effect does not relate to a matter for which a rule or a national environmental standard reserves control or restricts discretion.

Section 95E(3) specifies that a person is not an affected person in relation to an application for a resource consent for an activity if (a) the person has given, and not withdrawn, approval for the proposed activity in a written notice received by the consent authority before the authority has decided whether there are any affected persons. The anticipated adverse effects of the proposed development are expected to be less than minor as:

- The proposal represents the development of the subject site in accordance with its intended purpose.
- Landscape integration will be implemented together with compliance with the other building design guidelines required via consent notice conditions to ensure an appropriate level of change to natural, rural and coastal character.
- The proposal does not include infringement of any boundary rules.
- The location, extent and design of the proposed earthworks together with control or erosion and sediment runoff and other construction management techniques, means that off-site effects can be avoided and mitigated so as to be less than minor.
- There will be no adverse effects on any downstream land in terms of flooding or inundation.

As such, it is considered that limited notification is not required via Step 3.

Step 4: There are no special circumstances to warrant notification to any other person.

7.3 Summary of Notification Assessment

As outlined above we are of the opinion that the proposal satisfies the statutory requirements for non-notification, and we respectfully request that it be processed on that basis.

8. CONCLUSION

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

- The actual and potential adverse effects of the proposal can be avoided and mitigated so as to be less than minor.
- The proposal is considered to be consistent with the relevant objectives and policies of the Operative District Plan, Proposed District Plan and Regional Policy Statement.
- The proposal is in accordance with the Purpose and Principles of the Resource Management Act 1991.

We also note that:

- The proposal satisfies the statutory requirements for non-notification, and we respectfully request that it be processed on that basis.

For these reasons it is requested this application be considered to be a non-notified application, and that the Council grant consent to the proposal, under delegated authority, as detailed in the application and supporting information.

Signed 
Natalie Watson,
Resource Planner

Date: 19 August 2025
WILLIAMS & KING
Kerikeri

10. APPENDICES

Appendix 1a	G. J. Gardner Homes Architectural Plans
Appendix 1b	Future Shed Floor and Elevation Plans
Appendix 2	Hawthorn Landscape Architects Landscape Condition Compliance & Landscape Integration Plan
Appendix 3	Record of Title
Appendix 4	RC 2220047-RMACOM



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **1119086**
Land Registration District **North Auckland**
Date Issued 10 May 2023

Prior References
821886

Estate Fee Simple
Area 9628 square metres more or less
Legal Description Lot 9 Deposited Plan 588451
Registered Owners
Benjamin Thomas Smith

Estate Fee Simple - 1/15 share
Area 4.0640 hectares more or less
Legal Description Lot 16 Deposited Plan 588451
Registered Owners
Benjamin Thomas Smith

Estate Fee Simple - 1/8 share
Area 2417 square metres more or less
Legal Description Lot 17 Deposited Plan 588451
Registered Owners
Benjamin Thomas Smith

Interests

5457207.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.1.2003 at 9:00 am (affects Lots 9 and 17 DP 588451 and part Lot 16 DP 588451 formerly Lot 3 DP 316029)

11251902.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 6.12.2018 at 2:47 pm

Appurtenant hereto is a right to drain water created by Easement Instrument 11251902.4 - 6.12.2018 at 2:47 pm

The easements created by Easement Instrument 11251902.4 are subject to Section 243 (a) Resource Management Act 1991 Subject to Section 241(2) Resource Management Act 1991 (affects DP 588451)

12689086.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.5.2023 at 1:12 pm (affects Lots 9 and 16 DP 588451)

Land Covenant in Covenant Instrument 12689086.6 - 10.5.2023 at 1:12 pm (Limited as to duration) (affects Lot 9 DP 588451)

Subject to a right to drain water, convey electricity and telecommunications and a right of way over part Lot 17 DP 588451 marked P all on DP 588451 created by Easement Instrument 12689086.7 - 10.5.2023 at 1:12 pm

Appurtenant to Lot 9 DP 588451 is a right to drain water, right to convey electricity and telecommunications and a right of way created by Easement Instrument 12689086.7 - 10.5.2023 at 1:12 pm

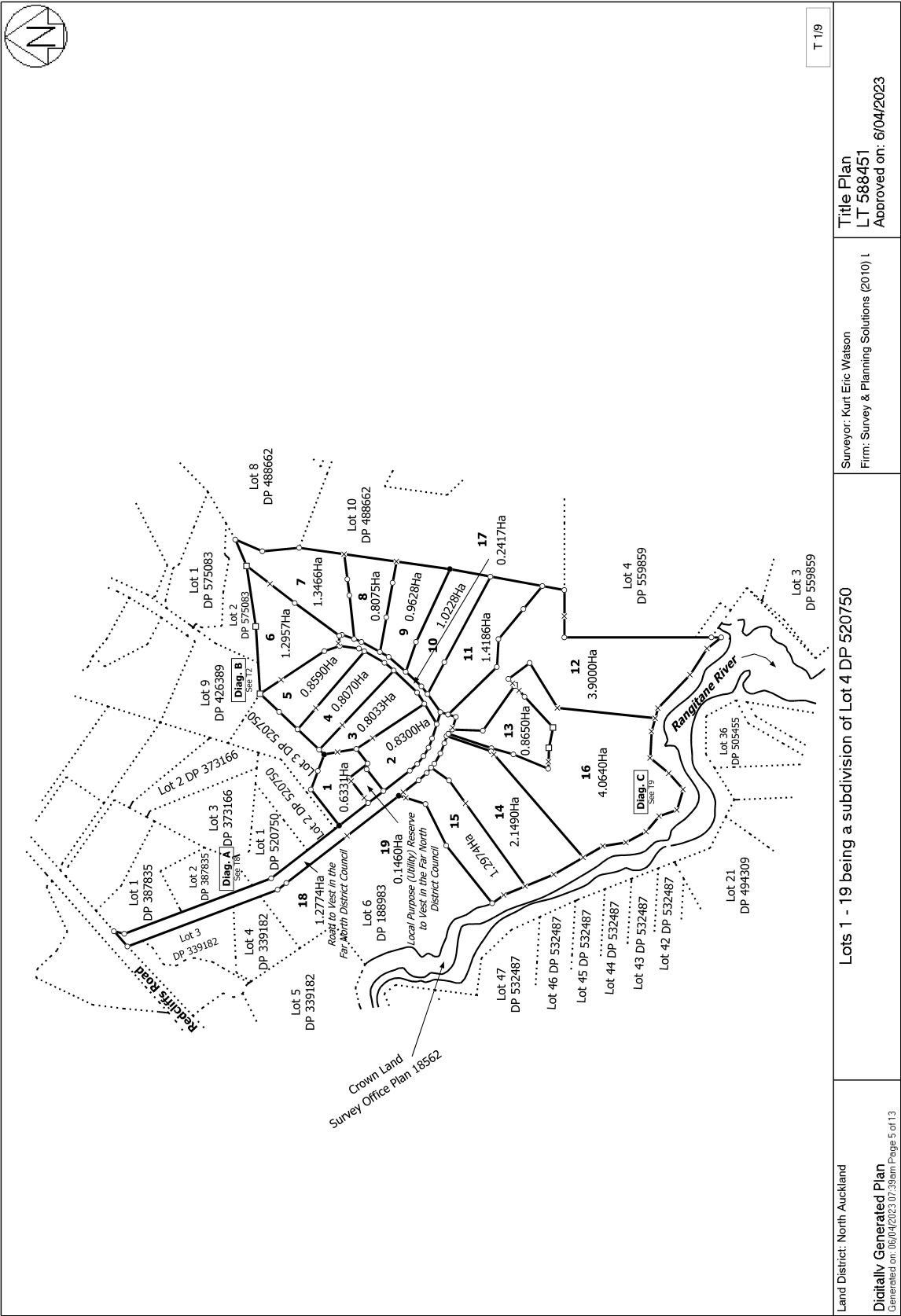
The easements created by Easement Instrument 12689086.7 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey telecommunications over part Lot 17 DP 588451 marked P on DP 588451 in favour
of Chorus New Zealand Limited created by Easement Instrument 12689086.8 - 10.5.2023 at 1:12 pm

The easements created by Easement Instrument 12689086.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey electricity and telecommunications over part Lot 17 DP 588451 marked P on DP
588451 in favour of Top Energy Limited created by Easement Instrument 12689086.9 - 10.5.2023 at 1:12 pm

The easements created by Easement Instrument 12689086.9 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey telecommunications over part Lot 16 DP 588451 marked S on DP 588451 in favour
of Two Degrees Networks Limited created by Easement Instrument 12689086.10 - 10.5.2023 at 1:12 pm

12789702.1 Variation of Land Covenant 12689086.6 - 26.7.2023 at 9:23 am

12788901.2 Mortgage to ASB Bank Limited - 7.8.2023 at 3:01 pm



FAR NORTH DISTRICT COUNCIL



THE RESOURCE MANAGEMENT ACT 1991

CONO 5457207.2 Consen

Cpy - 01/01, Pgs - 002, 14/01/03, 10:57



DocID: 310699810

SECTION 221 : CONSENT NOTICE

REGARDING RC 2020384

The subdivision of
Lot 1 DP 136198 & Lot 1 DP 171334
North Auckland Registry.

PURSUANT to Section 221 for the purposes of Section 224 of the Resource Management Act 1991, this Consent Notice is issued by the FAR NORTH DISTRICT COUNCIL to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and is to be registered on the appropriate titles of DP 316029.

SCHEDULE


To be registered on Lot 3 only

1. The landowners shall preserve the trees and vegetation described in the area illustrated as area X on the survey plan. The landowners shall not without the prior written consent of the Council and then in strict compliance with any conditions imposed by the Council cut down, damage or destroy any vegetation within this area. The landowners shall not be deemed to be in breach of this prohibition if any such vegetation shall die from natural causes not attributable to any act or default by or on behalf of the landowners or for which the landowner is responsible.
2. The landowners shall preserve the Middens and Terraces site detailed as area Y (PO5/18) on the survey plan, and shall not without the consent of the New Zealand Historic Places Trust, alter, modify or destroy any land within this area.

To be registered on Lots 1, 2 & 3

1. The landowners/occupiers are prohibited from keeping cats and/or mustelids except to the extent that existing cats of owners can be retained for the remainder of their natural lives.
2. Any dogs are to be restricted to remain within the lot boundaries and outside the bush protection covenant area, illustrated as area X on the survey plan.

SIGNED:


by the FAR NORTH DISTRICT COUNCIL
under delegated authority:
RESOURCE CONSENTS MANAGER

DATED at **KAIKOHE** this 29th day of November 2002

RC 2020384
SRM\CERT\3dancaster221

View Instrument Details



Instrument No 11251902.3
Status Registered
Date & Time Lodged 06 December 2018 14:47
Lodged By Laing, Alison Margaret
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
821883	North Auckland
821884	North Auckland
821885	North Auckland
821886	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Richard Adrian Ayton as Territorial Authority Representative on 06/12/2018 02:32 PM

*** End of Report ***



Private Bag 757, Manawatu Ave
Tāwharua 0140, New Zealand
Freephone: 0800 920 024
Phone: (09) 401 5200
Fax: (09) 401 2137
Email: info@fnc.govt.nz
Website: www.fnc.govt.nz

Te Kaunihera o Tai Tokerau Ki Te Raki

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2170446

Being the Subdivision of LOT 5 DP 188983 LOT 3 DP 316029 BLK VIII KERIKERI SD
North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified below.

SCHEDULE

Lots 1 – 3 DP 520750

- (i) In conjunction with the construction of any building on Lots 1 – 3 which includes a wastewater treatment & effluent disposal system the applicant shall submit for Council approval a TP58 Report prepared by a Chartered Professional Engineer or an approved TP58 Report Writer. The report shall identify a suitable method of wastewater treatment for the proposed development along with an identified effluent disposal area plus a reserve disposal area and reference the Onsite Wastewater Feasibility Report prepared by Vision Consulting Engineers, dated 21/04/17, ref 12984 submitted with RC2170446. The report shall confirm that all of the treatment & disposal system can be fully contained within the lot boundary and comply with the Regional Water & Soil Plan Permitted Activity Standards.
- (ii) In conjunction with the construction of any building requiring building consent on Lots 1 - 3, the lot owner shall submit a stormwater management plan for development for approval by council's consent engineer. The plan shall include appropriate identification, design and mitigation protection measures for existing overland flow paths, protection of outfalls, effects of impermeable surfaces and determination of pre- and post- development flows and appropriate attenuation if required. The report shall be prepared by a suitably qualified and experienced practitioner and submitted with the Building Consent application.





**Far North
District Council**

P.O. Box 757, Manurewa Ave
Whangarei 9410, New Zealand
Telephone: 0900 750 029
Fax: (09) 481 5268
Email: info@fncc.govt.nz
Website: www.fncc.govt.nz

Te Kōwhiri o Te Tai Tokerau Ki Te Raki

Lots 1 – 4 DP 520750

- (iii) Reticulated telecommunication services are not a requirement of this subdivision consent for Lots 1 - 4. The responsibility for providing telecommunication services will remain the responsibility of the property owner.

Lots 1 – 3 DP 520750

- (iv) In conjunction with the construction of any dwelling on Lots 1 - 3, and in addition to a potable water supply, a water collection system with sufficient supply for fire-fighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509.

Lots 1 – 4 DP 520750

- (v) No cats, dogs or mustelids are permitted to be on Lots 1 - 3 at any time. Due to the size and rural productive use of Lot 4, one working dog used for stock management may be retained on Lot 4.

SIGNED:

A handwritten signature in black ink, appearing to read 'P. Killalea'.

Mr Patrick John Killalea - Authorised Officer

By the FAR NORTH DISTRICT COUNCIL

Under delegated authority:

PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at KERIKERI this 25th day of September 2018



View Instrument Details



Instrument No 11251902.4
Status Registered
Date & Time Lodged 06 December 2018 14:47
Lodged By Laing, Alison Margaret
Instrument Type Easement Instrument



Affected Records of Title	Land District
821883	North Auckland
821884	North Auckland
821885	North Auckland
821886	North Auckland

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Caveator under Caveat 11233599.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 5643891.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Richard Adrian Ayton as Grantor Representative on 06/12/2018 02:32 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Richard Adrian Ayton as Grantee Representative on 06/12/2018 02:32 PM

*** End of Report ***

Form B

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Owen James Smith and Mariner & General Limited

Grantee

Owen James Smith and Mariner & General Limited

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

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	A, B, C, D, E, F on DP 520750	Lot 4 DP 520750 Identifier 821886	Lot 1 DP 520750, Lot 2 DP 520750, Lot 3 DP 520750 Identifiers 821883, 821884, 821885
Right to convey electricity, telecommunications, computer media	A, B, C, D, E, F on DP 520750	Lot 4 DP 520750 Identifier 821886	Lot 1 DP 520750, Lot 2 DP 520750, Lot 3 DP 520750 Identifiers 821883, 821884, 821885
Right to drain water	G, H on DP 520750	Lot 1 DP 520750 Identifier 821883	Lot 4 DP 520750 Identifier 821886

Form B - continued

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

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

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

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule...]~~

View Instrument Details



Instrument No	12689086.5
Status	Registered
Date & Time Lodged	10 May 2023 13:12
Lodged By	Burton, Maureen Dawn
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



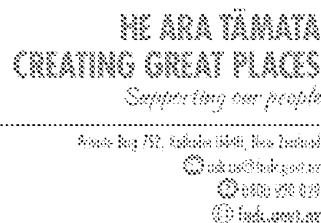
Affected Records of Title	Land District
1119078	North Auckland
1119079	North Auckland
1119080	North Auckland
1119081	North Auckland
1119082	North Auckland
1119083	North Auckland
1119084	North Auckland
1119085	North Auckland
1119086	North Auckland
1119087	North Auckland
1119088	North Auckland
1119089	North Auckland
1119090	North Auckland
1119091	North Auckland
1119092	North Auckland

Annexure Schedule Contains 5 Pages.

Signature

Signed by Ivan Milan Vodanovich as Territorial Authority Representative on 10/05/2023 12:42 PM

*** End of Report ***



THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2220047

Being the Subdivision of Lot 4 DP 520750
North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified below.

SCHEDULE

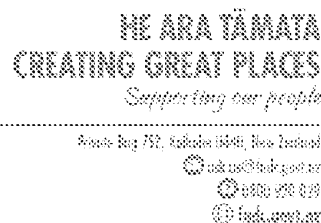
Lots 1-15 DP 588451

- (i). The location and foundations of any buildings shall be designed and certified by a suitable experienced Chartered Professional Engineer, prior to issue of any building consent.
- (ii). In conjunction with the construction of any building requiring a wastewater disposal system the lot owner shall obtain a Building Consent and install the wastewater treatment and effluent disposal system. Any proposed wastewater treatment and effluent disposal system shall be designed and constructed, noting the recommendation and limitation included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.

The installation shall include an agreement with the system supplier or its authorised agent for the ongoing operation and maintenance of the wastewater treatment plant and the effluent disposal system.

Following 12 months of operation of the wastewater treatment and effluent disposal system the lot owner shall provide certification to Council that the system is operating in accordance with its design criteria.

- (iii). In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509.



- (iv). Reticulated telecommunication services are not a requirement of this subdivision consent. The responsibility for providing telecommunication services will remain the responsibility of the property owner.
- (v). In conjunction with the construction of any buildings, the lot owner shall install a stormwater retention tank with a flow attenuated outlet. The system shall be designed such that the total stormwater discharged from the site, after development, is no greater than the predevelopment flow from the site for rainfall events up to a 10% AEP plus allowance for climate change. The details of the on-site retention storage and flow attenuation shall be prepared noting the restrictions and recommendations included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.

Lots 3-10 DP 588451

- (vi). In conjunction with the construction of any buildings, and in addition to the requirements of condition 4(m)(vi) above, the lot owner shall install a stormwater retention tank, providing attenuation of 1/8th share of increased runoff generated by the impermeable surface of the private access. The additional storage requirements will be determined noting the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047 and the RFI response from GWE Consulting Engineers, dated 30 August 2021, included in RC 2220047.

Lots 16 DP 588451

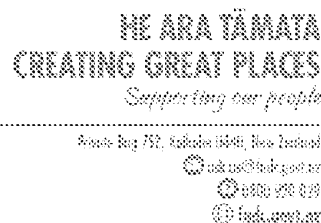
- (vii). No built development may occur on Lot 16.'

Lots 1 DP 588451

- (viii). Buildings on Lot 1 shall be limited to a height not exceeding 8 meters above the existing ground level measured by the Rolling Height Method as defined in the Operative District Plan.

Lots 2-9 DP 588451

- (ix). Buildings on lots 2 – 9 inclusive shall be limited to a height not exceeding 6.5 meters above existing ground level measured by the Rolling Height Method as defined in the Operative District Plan.



Lots 10-15 DP 588451

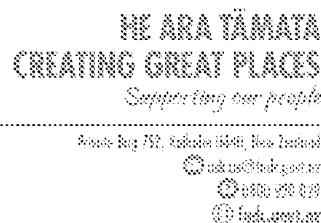
- (x). Buildings on Lots 10 to 15 inclusive shall be limited to a height of no greater than 6.5 meters above ground level ground level measured by the Rolling Height Method as defined in the Operative District Plan. This height has been chosen due to the steepness of the topography making it difficult practically to achieve lower building heights. If two story structures are to be utilised the ground floor shall be dug into the hill slope. A maximum building height elevation on each of these Lots will ensure this is achieved.

The following maximum building height elevations on Lots 10 – 15 shall be as follows:

- Lot 10 shall not exceed the 85m contour interval,
- Lot 11 shall not exceed the 91.5m contour interval,
- Lot 12 shall not exceed the 89.5m contour interval,
- Lot 13 shall not exceed the 86.5m contour interval,
- Lot 14 shall not exceed the 77m contour interval, and
- Lot 15 shall not exceed the 74m contour interval.

Lots 1-15 DP 588451

- (xi). All buildings and structures shall be located within the building development zones as per the areas defined as per condition 3(c) of RC 2220047-RMACOM.
- (xii). Where exterior building materials are not self-coloured (such as a natural wood or stone), colours from the A and B group of the BS5252 colour chart shall be used. Light reflectance values for exterior roofs shall not exceed 30 per cent and exterior walls shall not exceed 40 per cent.
- (xiii). In conjunction with the building consent application for any building on the Lot, provide a Landscape Integration Plan prepared by a suitably qualified person which identifies:
- i. The location and species make-up of the existing Structure Planting on the site. If there are any gaps or areas of this planting that are missing, the Lot owner shall identify these areas and the replacement plants needed to fill them on the Landscape Integration Plan. Any replacement plants shall be of a native species.
 - ii. Location and species of the Specimen Tree Plantings to be implemented.
 - iii. All buildings and driveways proposed on the Lot, including the extent of all earthworks and how these will be treated, i.e., re-grassed, re-vegetated or use of retaining walls.
 - iv. Additional landscape amenity plantings in the form of foreground and backdrop plantings required to blend the built structures into the landscape so the rural and visual amenity values are maintained and so that built development does not dominate the landscape.



- v. The proposed landscaping shall be in accordance with Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021 and provided with RC 2220047-RMACOM.

The Lot owner shall implement the planting shown on the Landscape Integration Plan (as required above) within 12 months of the Code of Compliance Certificate being issued and maintain the planting thereafter in accordance with the Landscape Planting Implementation and Maintenance as described in Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021.

- (xiv). The Design Guidelines listed under the headings 'Building Form', 'Building Materials and Finishes', 'Ancillary Structures', 'Water Tanks', 'Driveway and Parking Areas', 'Earthworks' and Landscape Design Guidelines listed under the headings 'Landscaping', 'Outdoor Living Areas', 'Swimming Pools', 'Grading and Drainage' and 'Outdoor Lighting' in the Landscape and Visual Effects Assessment by Hawthorn Landscape Architects dated 9th July 2021 shall be adhered to for any built development on the site. In conjunction with any building consent application, a registered landscape architect shall provide confirmation that the Design Guidelines have been met.

Lots 1-10, 14 and 15 DP 588451

- (xv). Archaeological sites are protected pursuant to the Heritage New Zealand Pouhere Taonga Act 2014. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority issued pursuant to that Act. Should any site be inadvertently uncovered, the procedure is that work should cease, with the HNZPT and local iwi consulted immediately. The New Zealand Police should also be consulted if the discovery includes koiwi (human remains).

Lots 11-13 DP 588451

- (xvi). Prior to development on this Lot, the Lot owner must provide to the Council's resource consents manager or other duly delegated officer, an archaeological assessment of the site, prepared by a qualified archaeologist, in order to determine whether there is any archaeological material that may be damaged, removed or otherwise affected by the proposed development. Any recommendations made in the report are to be adhered to by the consent holder, including obtaining an authority from the NZ Historic Places Trust to modify, damage or destroy the archaeological site, if required.




HE ARA TĀMATA
CREATING GREAT PLACES
Supporting our people

Angere Bay 152, Auckland 1046, New Zealand

✉ askus@fnd.govt.nz

☎ 0800 200 139

🌐 fnd.govt.nz

SIGNED: 

Mr Patrick John Killalea - Authorised Officer

By the FAR NORTH DISTRICT COUNCIL

Under delegated authority:

PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at **KERIKERI** this 3rd day of April 2023

View Instrument Details



Instrument No 12689086.6
Status Registered
Date & Time Lodged 10 May 2023 13:12
Lodged By Burton, Maureen Dawn
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1119078	North Auckland
1119079	North Auckland
1119080	North Auckland
1119081	North Auckland
1119082	North Auckland
1119083	North Auckland
1119084	North Auckland
1119085	North Auckland
1119086	North Auckland
1119087	North Auckland
1119088	North Auckland
1119089	North Auckland
1119090	North Auckland
1119091	North Auckland
1119092	North Auckland

Annexure Schedule Contains 5 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Covenantor Representative on 10/05/2023 12:43 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Covenantee Representative on 10/05/2023 12:43 PM

*** End of Report ***

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor**WAITOTO DEVELOPMENTS LIMITED****Covenantee****WAITOTO DEVELOPMENTS LIMITED****Grant of Covenant**

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 588451	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 6 DP 588451 (RT 1119083) Lot 7 DP 588451 (RT 1119084) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 6 DP 588451 (RT 1119083) Lot 7 DP 588451 (RT 1119084) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)

Covenant rights and powers (Including terms, covenants and conditions)

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

Continue in additional Annexure Schedule if required.

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].~~

[Annexure Schedule A].

*Insert instrument type***Covenant Instrument to note land covenant***Continue in additional Annexure Schedule, if required*

- 1. Land Covenants ("Covenants")**
 - 1.1 The Covenantor and the Covenantee wish to protect the visual concept and integrated appearance of the Subdivision as a whole. To achieve this, the Covenantor hereby covenants with the Covenantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.
 - 1.2 These Covenants shall:
 - (a) run with each of the Lots of the Subdivision;
 - (b) be for the benefit of an appurtenant to each of the Lots of the Subdivision; and
 - (c) all expire on 1 January 2042 and is void for all purposes including antecedent breach.
- 2. Interpretation**
 - 2.1 For the purposes of these Covenants:
 - (a) "Allow" includes do, facilitate, permit and suffer.
 - (b) "Building" includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.
 - (c) "Construct" and "Construction" includes installing, erecting, relocating, and repairing, renovating, replacing or placing on the Land, Lot or in any Building and also includes "Allow" to construct.
 - (d) "Developer" means Waitoto Developments Limited.
 - (e) "Land" and "Lot" means any lot having the burden and/or the benefit of these Covenants as described in clause 1.1 above.
 - (f) "Landscape Features" includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street and/or house numbering and the design of that lettering or number, kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, entranceways and concrete areas.
 - (g) "Subdivision means all of the land contained in Identifier 821886.
 - 2.2 For the following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):
 - (a) the headings are for convenience only and shall not affect the interpretations of this instrument; and
 - (b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.
- 3. Approvals**
 - 3.1 All approvals or consents required by these Covenants shall be:
 - (a) Obtained by the Covenantor from the Developer (or by its appointed agent) prior to any work being carried out on the Land; and
 - (b) Given or refused in the sole, absolute and unfettered discretion of the Developer; and
 - (c) Subject to the Developer reserving its right to approve requirements for one party without creating any form of precedent for another party. Further the Developer may refuse an identical requirement from another party without having to give reasons.
 - 3.2 The address of the Developer (or its agent) for approvals is PO Box 254, Kumeu, Auckland 0841.
- 4. Covenants**
 - 4.1 Without first receiving the approval of the Developer the Covenantor shall not:
 - (a) Build or cause to be built on the Land any new buildings other than one residential dwelling ("the New House"), a barn or implement shed or one new secondary dwelling.
 - (b) Erect the New House unless it is:
 - (i) newly constructed on the Land with all material used in construction of the New House being first grade new materials and constructed in accordance with conditions of the building permit; or
 - (ii) a relocated second-hand dwelling which has been inspected and approved in writing by the Developer at its sole discretion prior to the relocation which must be (but not limited to):
 - a. a high quality traditional style bungalow or villa and be clad using wooden weatherboard;
 - b. no flat sheet fibrolite to be used other than for soffits;
 - c. the roof must be new in appearance with no old or mixed colour tiles and all old iron must be replaced with new iron and there are to be no roofs constructed of unpainted corrugated iron;
 - d. the exterior of the house completed within 6 months from its date of relocation to the Land.
 - (c) Erect the New House with a total floor area of less than 150m² inclusive of any garage under the same roof structure.
 - (d) Incorporate in any dwelling house or garage any uncoated flat sheet product (except for soffits) unless covered by a plastered and painted finish or proprietary textured and painted.
 - (e) Construct a roof unless it is of tile or shingle profile and shall ensure no unpainted corrugated iron roofing is used in the construction of the roof to the buildings.
 - (f) Place or erect or store or allow to be placed or stored in the front yard of the Lot any secondary outbuildings or structures.

	(g)	Once construction has been completed, have no temporary building, caravan, trade vehicle or other equipment parked on the Lot unless garaged or screened.
	(h)	Allow recreational or commercial vehicles or trailers or equipment to be parked on the common driveway.
	(i)	Allow building materials to accumulate on the Land and shall ensure such is removed from the Subdivision on a regular basis. Any such materials are not to be burned or buried on the Land or within the Subdivision.
5.		Outbuildings and Second Dwellings
5.1		All barns, sheds, garages constructed on the Land must be built using new materials and no unpainted corrugated iron to be used for cladding or roofing and must be built in accordance with the building permit.
5.2		Second dwellings are to be constructed using new materials of the same type and colour as the main dwelling and must be used for the occupation of the Covenantor's immediate family and not for rental purposes.
6.		Bond
6.1		The Developer may, in its discretion require for the Covenantor to pay a bond to be held in trust in the Developer's solicitor's trust account to cover any damage to the Developer's Land, driveway, roadways, verges, culverts, drains and other development Land as a result of the relocation of the a building onto the Land.
6.2		Any such bond shall be held pending the completion of the exterior of the dwelling in accordance with these Covenants and the building consent and permit for the Land.
6.3		In the event of damage occurring the Developer shall assess the value of the damage and such amount shall be released to the Developer from the bond held for the repair work to be completed. Any balance thereafter shall be released to the Covenantor under clause 6.2 above.
7.		Foundations, Fencing and Retaining Walls
7.1		All buildings on the Land shall comply with the Council's minimum setback rules from all boundaries and all other Council requirements for the Land.
7.2		The Covenantor shall not construct any fence using corrugated iron, fibrolite or second-hand materials. Fences must be constructed with new materials including concrete brick or kiln fired brick, stucco textured finish, stone, brush or timber (the timber must be stained or painted).
7.3		Any fencing along front or side boundaries within 3 metres of a road boundary shall not exceed 15 metres in height above finished grassed level except for corner lots where approved fencing can be erected within 3 metres of the road boundary to a height of 18 metres with the prior written approval of the Vendor.
7.4		The Covenantor shall not call upon the Developer to pay or contribute towards the costs of erection or maintenance of any boundary fence between the Land and any adjoining lot owned by the Developer, provided that this covenant shall not endure for the benefit of the subsequent transferee of such adjoining Land.
8.		Landscape and Landscape Features
8.1		All landscaping and Landscape Feature works shall be completed within 12 months of building completion of construction of the House and shall be fully landscaped in accordance with the plan approved by the Developer.
8.2		At all times the Land, landscape and Landscape Features must otherwise be kept and maintained in a neat and tidy condition, including grounds, lawns, gardens, plants, trees and the road frontage/berm.
8.3		Paddocks to be mowed and weeds sprayed at reasonable times to keep the Land tidy.
8.4		Shelter Belts shall be trimmed to a maximum height of 4 metres so as not to interfere with neighbouring properties.
8.5		Rubbish not to be burned or allowed to accumulate on the Land.
9.		Native Bush and Wetland
9.1		The Covenantor shall not remove or damage any native bush other than as a result of the natural deterioration of such native bush.
9.2		The Covenantor shall not drain or alter any watercourses or do anything to damage the wetland at any time.
10.		Animals
10.1		No dog or cat is to be kept on the Land.
10.2		Subject to clause 10.3 below, the Covenantor shall not allow any animal (including domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers or to detract from the Subdivision as a whole.
10.3		The Covenantor shall ensure any animal kept on the Land shall be under the Covenantor's control at all times.
10.4		The Covenantor shall not use the Land for boarding or breeding animals.
11.		Use of Land
11.1		The Land must not be used for commercial or trading purposes and shall be used for residential purposes only. For the sake of certainty and without restricting the generality of this term, the Land shall not be used as a contractor's yard or for storage of plant or any building or waste materials, spoil or rubbish.
11.2		The Covenantor shall not shoot within the Subdivision and shall not use motor cross or trail bikes for recreational purposes within the Subdivision unless fitted with a suitable silencer and/or muffler.
11.3		The Covenantor shall not enter into a lease agreement for the Land with any social housing agency.
12.		Damage outside of Land
12.1		The Covenantor shall reinstate, replace and be responsible for all costs arising from damage to the roads, berms, any other structure or removal or destruction of the native bush arising directly or indirectly from any activity by the Covenantor or any agent, invitee or related party.
13.		Developer's approval
13.1		The role of the Developer to give approvals under these land Covenants will terminate 12 months from it ceasing to be an owner of any Lots on the Subdivision, and from that date the right to enforce or waive the rights and benefits so conferred will, in accordance with normal legal principles, vest in the registered proprietors of the Dominant Land.
13.2		The Developer may assign or delegate its rights, powers and discretions set out in these land Covenants.
13.3		Any approval required from the Developer under these land Covenants means written approval.
13.4		The Developer's right to grant or decline any request for approval under the land Covenants is an unfettered right and does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any claim against the Developer in respect of any decision that the Developer or their assignee or delegate makes in respect of any approval sought.

14.	Compliance and Management of the Covenants
14.1	For the purposes of the Covenants:
(a)	"Purchaser" shall include any registered proprietor of any lot in the Subdivision;
(b)	The Purchaser shall include any limited liability company nominated by the Developer at any time which shall have the sole object of managing compliance with the Covenants on all of the lots in the Subdivision, the shares of which may be owned by any other registered proprietor of any lot in the Subdivision;
(c)	"Costs" shall include all costs incurred by the Developer in order to effect any Purchaser's compliance with the Covenants including recovery of the Developer's legal costs on a solicitor client basis and interest incurred on any such costs so invoiced by the Developer to the Purchaser at the daily overdraft rate of the Developer's bank.
14.2	The Purchaser agrees that the value of the Land and the other lots in the Subdivision may be diminished if the Purchaser fails to observe and perform the Covenants.
14.3	The Purchaser shall be liable to rectify, remove, or carry out any remedial work necessary to achieve compliance with the Covenants upon receiving 20 working days written notice of any non-compliance with any covenant from the Developer to the Purchaser.
14.4	The Developer may at its discretion, after a further 20 working days from any non-compliance with the above notice, take the necessary steps in order to effect compliance with the Covenants on the Purchaser's Land at the Purchaser's expense in every respect and the Purchaser shall not resist such steps and:
(a)	The Purchaser may not issue a trespass notice against the Developer or any person employed or contractor engaged for the purposes of effecting compliance with the Covenants;
(b)	The Developer may register a caveat preventing a transfer of the Land on the basis that any Costs, incurred by the Developer shall be a charge against the Purchaser's title.
14.5	The Purchaser shall remain liable to comply with the Covenants until the Land is transferred out of the Purchaser's name. After that transfer, the Purchaser and any future registered proprietors of the Land will be liable to observe and perform the land Covenants only while they are registered as proprietors of the Land. A transfer of the Land by a vendor will not, however, relieve any party from any accrued liability which has arisen before the date of the transfer.
14.6	The Covenantee and the Covenantee agree that the Developer does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, the Developer does not undertake to enforce or monitor compliance of these Covenants. The Covenantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep the Developer indemnified, free and harmless from any claim, liability loss or action arising against it or its agents in this regard.
15.	Enforcement
15.1	If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Covenantor may have to any other person having the benefit of these Covenants) the Covenantor in breach agrees to and shall, at their cost (with respect to each individual breach):
(a)	Upon written notice being given by the Covenantee (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
(b)	Forthwith upon receipt of such notice to remove or cause to be removed from the Land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
(c)	Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
(D)	Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.
16.	Dispute Resolution
16.1	Except as relates to the exercise of any discretion, opinion or consent requested of the Developer under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
16.2	If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
16.3	If an arbitrator cannot be agreed upon within a further 10 days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
16.4	Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.
17.	Sunset clause of the Covenants and Certificates of Compliance
17.1	The Covenants which require the Developer's prior consent or approval shall expire on 1 January 2042, but expiry will not affect the rights of any parties which may have arisen before that date.
17.2	The Developer shall, upon written request from any Purchaser, issue a certificate of compliance in respect of the Covenants on the Purchaser's Land and any such certificate may be relied on by any third party purchasers as at the issuance date of any such certificate.

View Instrument Details



Instrument No 12689086.7
Status Registered
Date & Time Lodged 10 May 2023 13:12
Lodged By Burton, Maureen Dawn
Instrument Type Easement Instrument



Affected Records of Title	Land District
1119078	North Auckland
1119079	North Auckland
1119080	North Auckland
1119081	North Auckland
1119082	North Auckland
1119083	North Auckland
1119084	North Auckland
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1119091	North Auckland
1119092	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantor Representative on 26/05/2023 12:48 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantee Representative on 26/05/2023 12:48 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**Waitoto Developments Limited****Grantee****Waitoto Developments Limited****Grant of Easement or *Profit à prendre***

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	Shown "B" on DP 588451	Lot 1 DP 588451 (RT 1119078)	Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)
Right to drain water	Shown "C" on DP 588451	Lot 3 DP 588451 (RT 1119080)	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)

Annexure Schedule A - Continued

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Right to drain water	Shown "D" on DP 588451	Lot 4 DP 588451 (RT 1119081)	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 3 DP 588451 (RT 1119080) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)
Right to drain water	Shown "E" on DP 588451	Lot 5 DP 588451 (RT 1119082)	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)

Annexure Schedule A - Continued

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Right to drain water	Shown "F" on DP 588451	Lot 6 DP 588451 (RT 1119083)	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 7 DP 588451 (RT 1119084) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)
Right to drain water	Shown "G" on DP 588451	Lot 7 DP 588451 (RT 1119084)	Lot 1 DP 588451 (RT 1119078) Lot 2 DP 588451 (RT 1119079) Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 6 DP 588451 (RT 1119083) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087) Lot 11 DP 588451 (RT 1119088) Lot 12 DP 588451 (RT 1119089) Lot 13 DP 588451 (RT 1119090) Lot 14 DP 588451 (RT 1119091) Lot 15 DP 588451 (RT 1119092)

Annexure Schedule A - Continued

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Right to drain water	Shown "H" on DP 588451	Lot 6 DP 588451 (RT 1119083)	Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 7 DP 588451 (RT 1119084) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087) Lot 11 DP 588451 (RT 1119088)
Right to drain water	Shown "P" DP 588451	Lot 17 DP 588451 (RT 1119080, RT 1119081, RT 1119082, RT 1119083, RT 1119084, RT 1119085, RT 1119086, RT 1119087)	Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 6 DP 588451 (RT 1119083) Lot 7 DP 588451 (RT 1119084) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087) Lot 11 DP 588451 (RT 1119088)
Right to convey electricity, telecommunications Right of Way	Shown "P" DP 588451	Lot 17 DP 588451 (RT 1119080, RT 1119081, RT 1119082, RT 1119083, RT 1119084, RT 1119085, RT 1119086, RT 1119087)	Lot 3 DP 588451 (RT 1119080) Lot 4 DP 588451 (RT 1119081) Lot 5 DP 588451 (RT 1119082) Lot 6 DP 588451 (RT 1119083) Lot 7 DP 588451 (RT 1119084) Lot 8 DP 588451 (RT 1119085) Lot 9 DP 588451 (RT 1119086) Lot 10 DP 588451 (RT 1119087)

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

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

View Instrument Details



Instrument No 12689086.8
Status Registered
Date & Time Lodged 10 May 2023 13:12
Lodged By Burton, Maureen Dawn
Instrument Type Easement Instrument



Affected Records of Title	Land District
1119080	North Auckland
1119081	North Auckland
1119082	North Auckland
1119083	North Auckland
1119084	North Auckland
1119085	North Auckland
1119086	North Auckland
1119087	North Auckland

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantor Representative on 26/05/2023 12:49 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantee Representative on 26/05/2023 12:49 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor*Surname(s) must be underlined.*

WAITOTO DEVELOPMENTS LIMITED

Grantee*Surname(s) must be underlined.*

CHORUS NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre*

<p>The Grantor, being the registered owner of the Burdened Land set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit(s)</i> set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).</p>

Schedule A*Continue in additional Annexure Schedule, if required.*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	Shown "P" on DP 588451	Lot 17 DP 588451 (RT 1119080, RT 1119081, RT 1119082, RT 1119083, RT 1119084, RT 1119085, RT 1119086, RT 1119087)	Chorus New Zealand Limited (in gross)

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

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

<p>Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.</p>
--

<p>The implied rights and powers are varied/negated/added to or substituted by:</p>
--

<p>Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.</p>

<p>the provisions set out in the Annexure Schedule.</p>

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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of

Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers":**

- 1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

- 2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

- 3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

- 3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

- 3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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of

Pages

Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
- (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
- (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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of

Pages

Continue in additional Annexure Schedule, if required.

- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

- 7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

- 8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

- 9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) "**Line**" and "**Works**" shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

View Instrument Details



Instrument No 12689086.9
Status Registered
Date & Time Lodged 10 May 2023 13:12
Lodged By Burton, Maureen Dawn
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1119080	North Auckland
1119081	North Auckland
1119082	North Auckland
1119083	North Auckland
1119084	North Auckland
1119085	North Auckland
1119086	North Auckland
1119087	North Auckland
1119092	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantor Representative on 26/05/2023 12:50 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Tarryn Andrews as Grantee Representative on 23/05/2023 02:56 PM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**WAITOTO DEVELOPMENTS LIMITED****Grantee****TOP ENERGY LIMITED****Grant of Easement or *Profit à prendre***

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) ~~or *profit(s) à prendre*~~ set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure**Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Burdened Land (Computer Register)	Benefited Land (Computer Register) or in gross
Right to convey electricity, telecommunications	Marked "Q" on Deposited Plan 588451	Lot 15 DP 588451 Record of Title 1119092	In gross
	Marked "P" on Deposited Plan 588451	Lot 17 DP 588451 Record of Title 1119080, 1119081, 1119082, 1119083, 1119084, 1119085, 1119086, 1119087	In gross

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

[the provisions set out in Annexure Schedule B]

Annexure Schedule B

1. Interpretation

1.1 In this instrument, unless the context otherwise requires:

- (a) "Burdened Land" means the land owned by the Grantor and contained in Records of Title 1119080, 1119081, 1119082, 1119083, 1119084, 1119085, 1119086, 1119087 and 1119092;
- (b) "Easement Area" means that part of the Burdened Land marked on Deposited Plan 588451 with the letters "Q" and "P";
- (c) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity by means of the Transmission Line;
- (d) "Transmission Line" means wires or conductors of any other kind (including fibre optic or coaxial cables) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulators, foundations, casings, tubes, tunnels, minor fixtures and other items, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line; and also includes any fuses, fuse holders, pillars and transformers, automatic switches, voltage regulators, capacitors or other instruments, apparatus or devices used in association with a Transmission Line; and anything in replacement or substitution of any of the foregoing;
- (e) words importing the singular include the plural and vice versa; and
- (f) references to the Grantor and Grantee include their respective heirs, executors, transferees, administrators, successors and assigns.

2. Grant of electricity easement

2.1 The Grantor grants to the Grantee as an easement in gross forever the right to convey, reticulate, convert, transform, transmit, supply and use electrical energy and power and to convey, send, transmit and transport telecommunications signals, waves, or impulses, without interruption or impediment and in any quantity by means of the Transmission Line.

2.2 The Grantee together with the Grantee's agents, contractors and employees, and with any vehicles, equipment, tools and materials has the right to enter by a reasonable route and remain on the Easement Area and any other parts of the Burdened Land as are reasonably necessary to do the following work:

- (a) to survey, investigate, lay, install and construct the Transmission Line under the Easement Area, at a depth and along a line determined by the Grantee;
- (b) to install such infrastructure both on or under the surface of the Burdened Land as is necessary for the effective transmission of electricity by means of the Transmission Line;
- (c) to inspect, operate, use, maintain, repair, renew, upgrade, replace, change the size of and remove the Transmission Line;
- (d) with the Grantee's agents, contractors and employees, and with any vehicles, equipment, tools and materials, to enter and remain for a reasonable time on the Burdened Land for any purposes necessary or convenient for the Grantee to exercise its rights under this instrument (including the right to extinguish fires);
- (e) to construct on the Burdened Land whatever roads, tracks, access ways, fences, gates and other works are deemed necessary by the Grantee for it to

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	exercise its rights under this instrument and which are approved by the Grantor (that approval not to be unreasonably withheld);
	(f) to keep the Easement Area cleared of all buildings and structures by any means the Grantee considers necessary;
	(g) to keep the Easement Area cleared of all fences, trees and vegetation by any means the Grantee considers necessary where such:
	(i) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum clearance of the Transmission Line;
	(ii) impede the exercise by the Grantee of its rights under this instrument or the Grantee's access over the Burdened Land or the Easement Area or to the Transmission Line; or
	(iii) inhibit the safe and efficient operation of the Transmission Line.
2.3	The Grantee has no obligation to construct the Transmission Line or convey electricity through it continuously or at all.
3.	Access
3.1	The Grantee must, before exercising the right of entry in clause 2.2:
	(a) make reasonable efforts to identify the Grantor or the occupier of the Burdened Land;
	(b) give reasonable notice, and in any event not less than three (3) days notice, to the Grantor or the occupier of the Burdened Land of the Grantee's intention to enter the Burdened Land, except in an Emergency Situation when prior notice is not required;
	(c) identify the work it intends to carry out.
3.2	The Grantee is not required by reason of the obligations in this clause to delay entry onto the Burdened Land from the date notified.
3.3	The Grantee, in entering the Land, will take reasonable steps to minimize inconvenience to the Grantor or the occupier of the Burdened Land, including:
	(a) liaising with the Grantor to arrange a suitable time of entry to the Easement Area (unless this is not possible due to an Emergency Situation);
	(b) leaving gates as they are found (if applicable);
	(c) driving in a safe manner and taking reasonable steps not to disturb stock (if applicable); and
	(d) Avoiding access through specific areas identified by the Grantor unless necessary to access the Transmission Line.
3.4	The Grantee is not required to delay entry onto the Burdened Land or to pay any money or other consideration to the Grantor or any occupier of the Burdened Land by reason of the obligations in this clause.
3.5	When accessing the Easement Area, the Grantee will:
	(a) complete work on the Transmission Line as soon as possible with as little damage as possible to the Burdened Land and any vegetation, fences or improvements on it; and
	(b) use all reasonable endeavours to repair and make good all damage caused to the Burdened Land by the Grantee or the Grantee's agents, contractors or employees as a result of carrying out work on the Transmission Line.

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4. Ownership of the Transmission Line

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

5. Grantor's Continued Use of Burdened Land

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

6. Restrictions on Grantor's use

6.1 The Grantor must not do or allow any act which may interfere with or affect the rights of the Grantee or the operation of the Transmission Line and, in particular, the Grantor must not, without the consent in writing of the Grantee:

- (a) On the Easement Area, or within the minimum distance from the Transmission Line as advised by the Grantee (having regard to relevant statutory or regulatory requirements, codes of practice and engineering standards applicable from time to time), erect or permit the erection of any buildings or structures, or alter or allow to be altered the overall dimensions of existing buildings or structures, or carry out any earthworks or stockpiling, or construct or permit the construction of any roads, dams, walls or driveways, or allow any vegetation to become established, or remove or permit the removal of any soil, sand, gravel or other substance;
- (b) disturb the soil of the easement area below the depth of 0.3 metres;
- (c) cause or knowingly permit flooding of the Easement Area;
- (d) burn off crops, trees or undergrowth on the Burdened Land;
- (e) operate or permit to be operated any machinery or equipment (including any cranes, drilling-rigs, pile-drivers and excavators) in close proximity to any part of the Transmission Line;
- (f) disturb any survey pegs or markers placed on the Easement Area by the Grantee;
- (g) impede the Grantee's access over the Burdened Land or the Easement Area or to the Transmission Line; or
- (h) do anything on or in the Burdened Land which would or could damage or endanger the Transmission Line.

6.2 The consent of the Grantee required under clause 6.1 will not be unreasonably withheld, but may be given subject to conditions.

6.3 The Grantee may consent in writing to certain existing buildings, structures, fences or vegetation on the Easement Area at the date of this instrument remaining there, but such consent may be given subject to conditions.

6.4 If any act or item consented to under clause 6.2 or 6.3 subsequently results in a situation described in clause 2.2 (g)(i) – (iii), then such consent may be revoked by the Grantee without compensation.

6.5 Before exercising any right under this instrument to remove a fence, the Grantee must consult with the Grantor so the Grantor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The cost of any replacement fence will be borne by the Grantor and the Grantor must comply with any reasonable directions of the Grantee as to the height, materials used and location of such replacement fence.

6.6 If the Grantor does not meet its obligations under this instrument within such reasonable timeframe as is specified in a notice from the Grantee requiring it to do so then the Grantee may meet those obligations (and enter the Burdened Land for

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that purpose) and the Grantor is liable to pay to the Grantee the costs incurred in doing so.

7. Indemnity against third party claims

Each party ("Indemnifying Party") must indemnify the other ("Indemnified Party") against all claims or demands from third parties for any loss, damage or liability in respect of, or arising out of, the use of the land by the Indemnifying Party (or any person authorised, whether expressly or impliedly by it) **EXCEPT THAT** it will not be liable to indemnify where such loss, damage or liability was caused by the Indemnified Party. Where the actions of the Indemnified Party contribute to that loss, damage or liability, the indemnity given by the Indemnifying Party will be reduced in proportion to that contribution.

8. Licence and assignment

The Grantee may assign, licence or otherwise grant any right of all or any part of any estate or interest conferred by this instrument.

9. Perpetual easement

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

10. Arbitration

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

View Instrument Details



Instrument No 12689086.10
Status Registered
Date & Time Lodged 10 May 2023 13:12
Lodged By Burton, Maureen Dawn
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1119078	North Auckland
1119079	North Auckland
1119080	North Auckland
1119081	North Auckland
1119082	North Auckland
1119083	North Auckland
1119084	North Auckland
1119085	North Auckland
1119086	North Auckland
1119087	North Auckland
1119088	North Auckland
1119089	North Auckland
1119090	North Auckland
1119091	North Auckland
1119092	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantor Representative on 07/06/2023 02:54 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Ivan Milan Vodanovich as Grantee Representative on 07/06/2023 02:55 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

GrantorWaitoto Developments Limited**Grantee**Two Degrees Networks Limited**Grant of Easement or *Profit à prendre***

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	Shown "Q" on DP 588451	Lot 15 DP 588451 (RT 1119092)	Two Degrees Networks Limited (in gross)
	Shown "R" on DP 588451	Lot 12 DP 588451 (RT 1119089)	
	Shown "S" on DP 588451	Lot 16 DP 588451 (RT 1119078, RT 1119079, RT 1119080, RT 1119081, RT 1119082, RT 1119083, RT 1119084, RT 1119085, RT 1119086, RT 1119087, RT 1119088, RT 1119089, RT 1119090, RT 1119091, RT 1119092)	

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule].

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

1

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

Pages

Continue in additional Annexure Schedule, if required.

4 Access

- 4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.
- 4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor's Covenants

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
 - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
 - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
 - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

- 6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.
- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

3

of

Pages

Continue in additional Annexure Schedule, if required.

7 Further Assurances

- 7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

- 8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Assignment and Transfer

- 9.1 The Grantee may assign, novate or transfer all or part of its rights, interests or obligations under this easement to any Related Company (which has the meaning given to it under the Companies Act 1993), or to Connexa Limited (company number 843789), or to a joint venture that includes the Grantee as a party, or to any third party that provides services to the Grantee or under the Grantee's service brand, or to any company in which the Grantee or any shareholder of the Grantee has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or any part of the Grantee's telecommunications network and/or services.

10 Definitions and interpretation

10.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) "**Line**" and "**Works**" shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

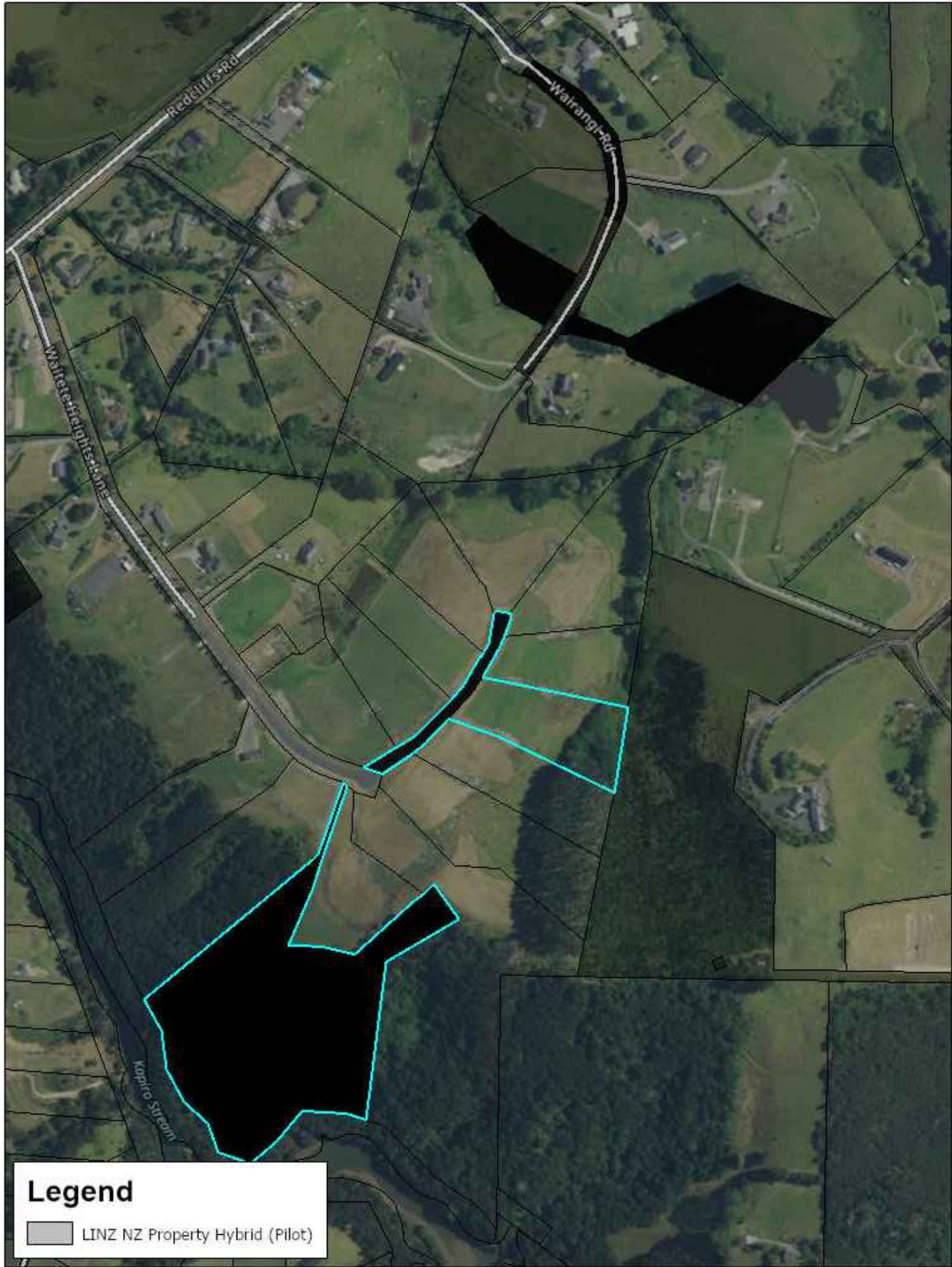
Proposed Dwelling

Anne Ngaio Larsen & Arnold Robert Larsen
Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Index		
Sheet No.	Sheet Title	Rev
A01a	Site Location Plan	J
A01b	Site Plan	J
A01c	Site Plan	J
A01d	Wastewater Details	J
A02	Floor Plan	J
A03	Elevations	J
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A05	Drainage Plan	J
A06	Foundation Plan	J
A07	Roof Plan	J
A08	Framing & Lintel Plan	J
A09	Bracing Plan	J
Revisions		
-	-	-

Construction Plans
Date: 12 August 2025





Legend

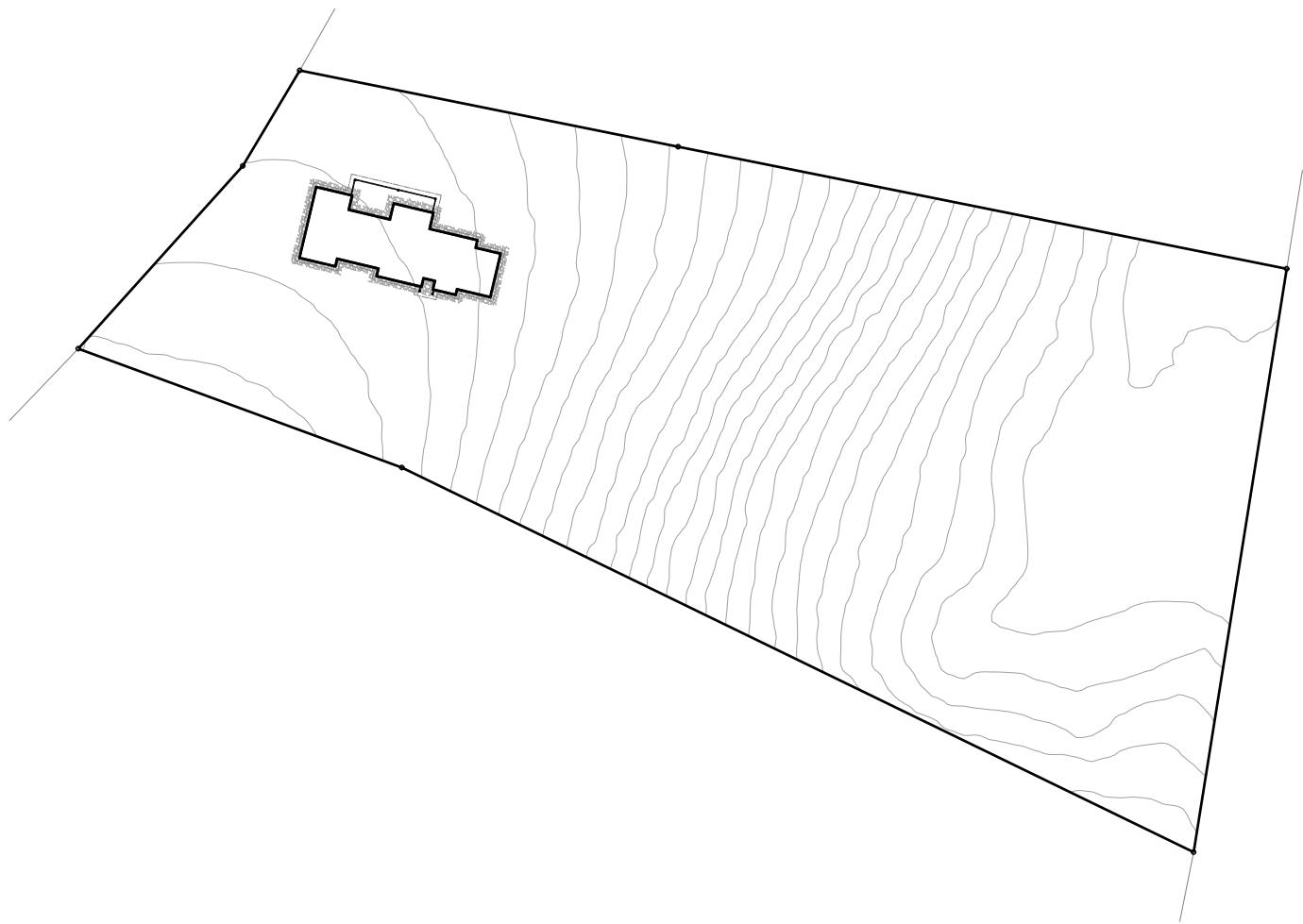
LINZ NZ Property Hybrid (Pilot)

Northland
REGIONAL COUNCIL

Site Location Plan



June 27 2025



Verify all dimensions on site before commencing work & do not scale from drawings. Refer any discrepancies to O'Brien Design Consulting Ltd.

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Project Title

Anne Ngaio Larsen &
Arnold Robert Larsen
Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Title

Site Location Plan

Drawn 12 August 2025

Project No 5308

Rev

J

Sheet

A01a

Scale (A3 Original) 1: 1000



Lot 9 DP 588451
Lot area: 9,628m²
Roof pitch: 25°
Cladding weight: Heavy
Corrosion zone: C
Wind zone: Very High
Coastal Living Zone

District plan compliance:

Visual Amenity: RC Required

Residential intensity: Complies

Building height:
Permitted: 8m max
Proposed: 5.6m approx. Complies

Sunlight rule: Complies

Stormwater Management

(Impermeable surfaces):
Proposed metal driveway: 212.0m²
Proposed shed roof: 72.0m²
Proposed dwelling: 315.6m²
Total proposed: 599.6m²

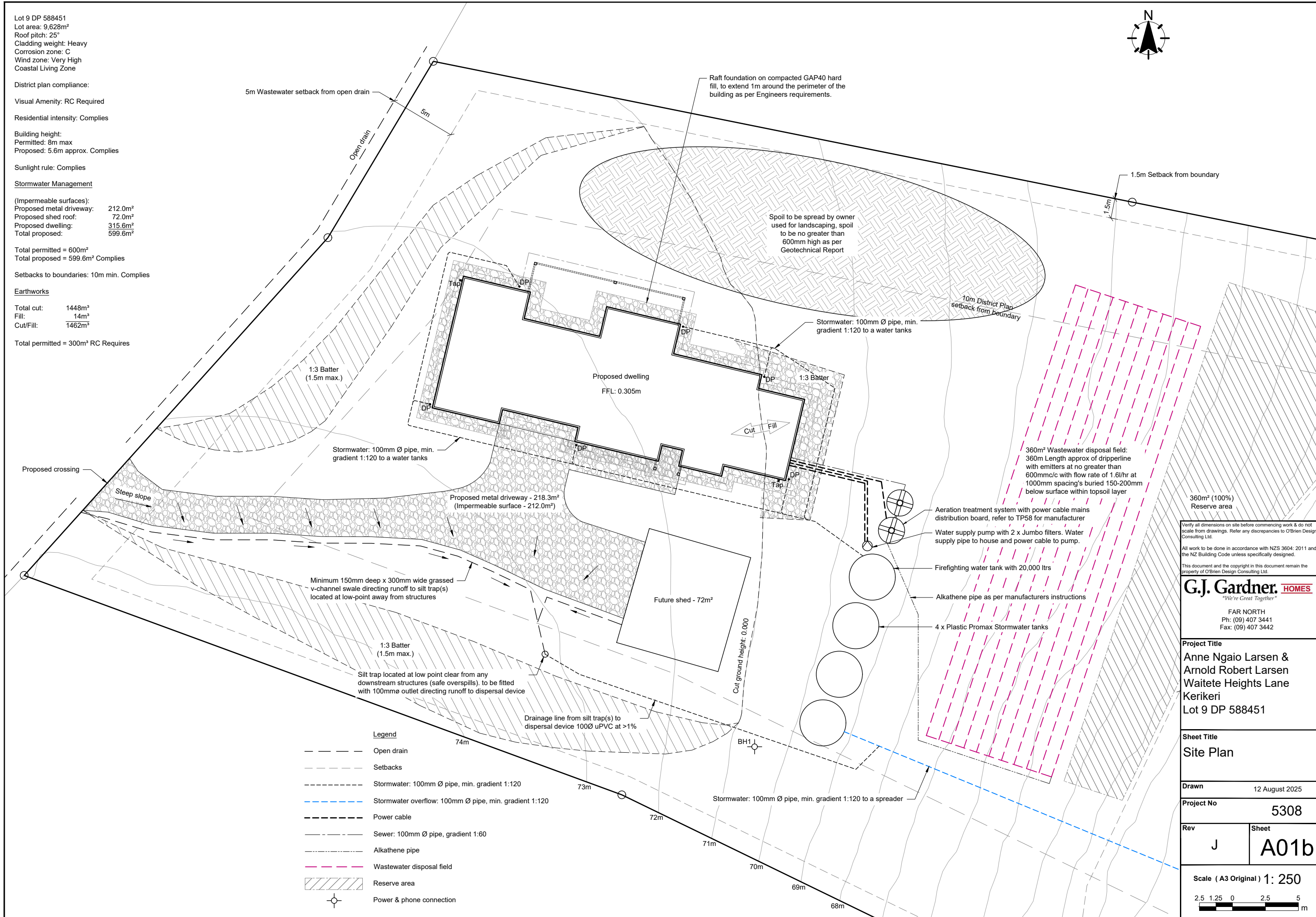
Total permitted = 600m²
Total proposed = 599.6m² Complies

Setbacks to boundaries: 10m min. Complies

Earthworks

Total cut: 1448m³
Fill: 14m³
Cut/Fill: 1462m³

Total permitted = 300m³ RC Requires



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Sheet Title
Site Plan

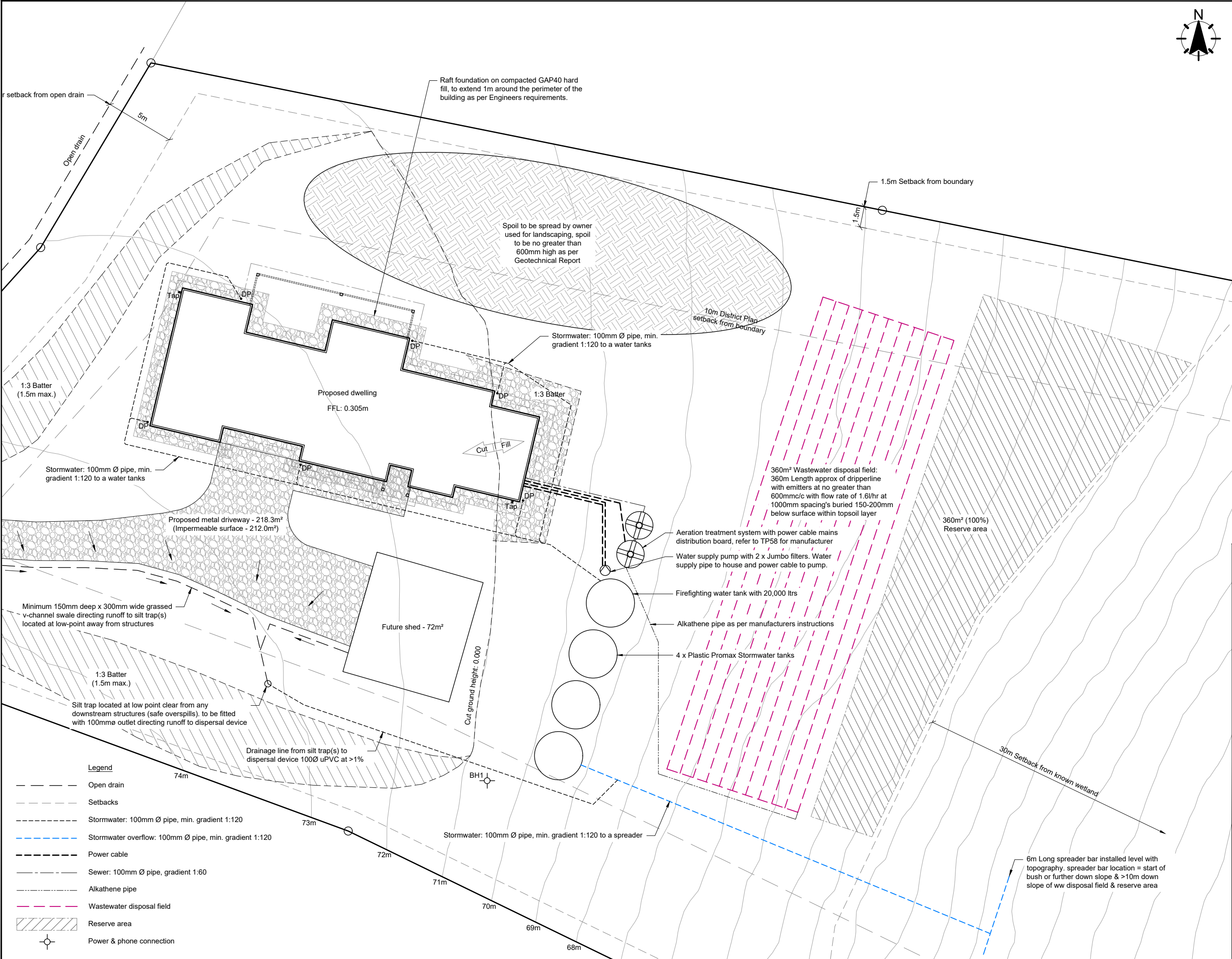
Drawn 12 August 2025

Project No 5308

Rev J	Sheet A01b
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Scale (A3 Original) 1: 250

2.5 1.25 0 2.5 5 m



- NOTES**
- All heights shown are existing ground heights.
 - Contour lines at 1m increments, sourced from NRC .
 - All drainage to comply with AS/NZS3500 & NZBC G13/AS1. All drainage is diagrammatical, drainlayer to determine on site drainage layout and provide asbuilt plan when complete.
 - Length of dripper lines to be no more than 100m between feed points.
 - Dripper lines to follow contour lines
 - Dripper lines to be setback:
 - 1.5m from buildings
 - 1.5m from property boundaries
 - 5m from any intermittent storm water flow path such as a drain or overland flow path down slope of the field
 - Overflow from water tanks to be directed well away from the proposed wastewater disposal field.
 - Interconnected Smoke alarms to be installed to NZS4514:2021 located in all bedrooms, living spaces, hallways, and landings within the building spaces. Where a kitchen is separated from the living spaces with a door a suitable kitchen smoke alarm shall be installed. This may be a heat alarm to avoid nuisance activations.
 - The works which are being proposed will comply with Earthworks EW-S3 Accidental Discovery Protocol and Earthworks EW-S5 Erosion and Sediment Control - Auckland Council Guideline Document GD005 GD05 Erosion and Sediment Control.pdf (aucklanddesignmanual.co.nz)

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Sheet Title

Site Plan

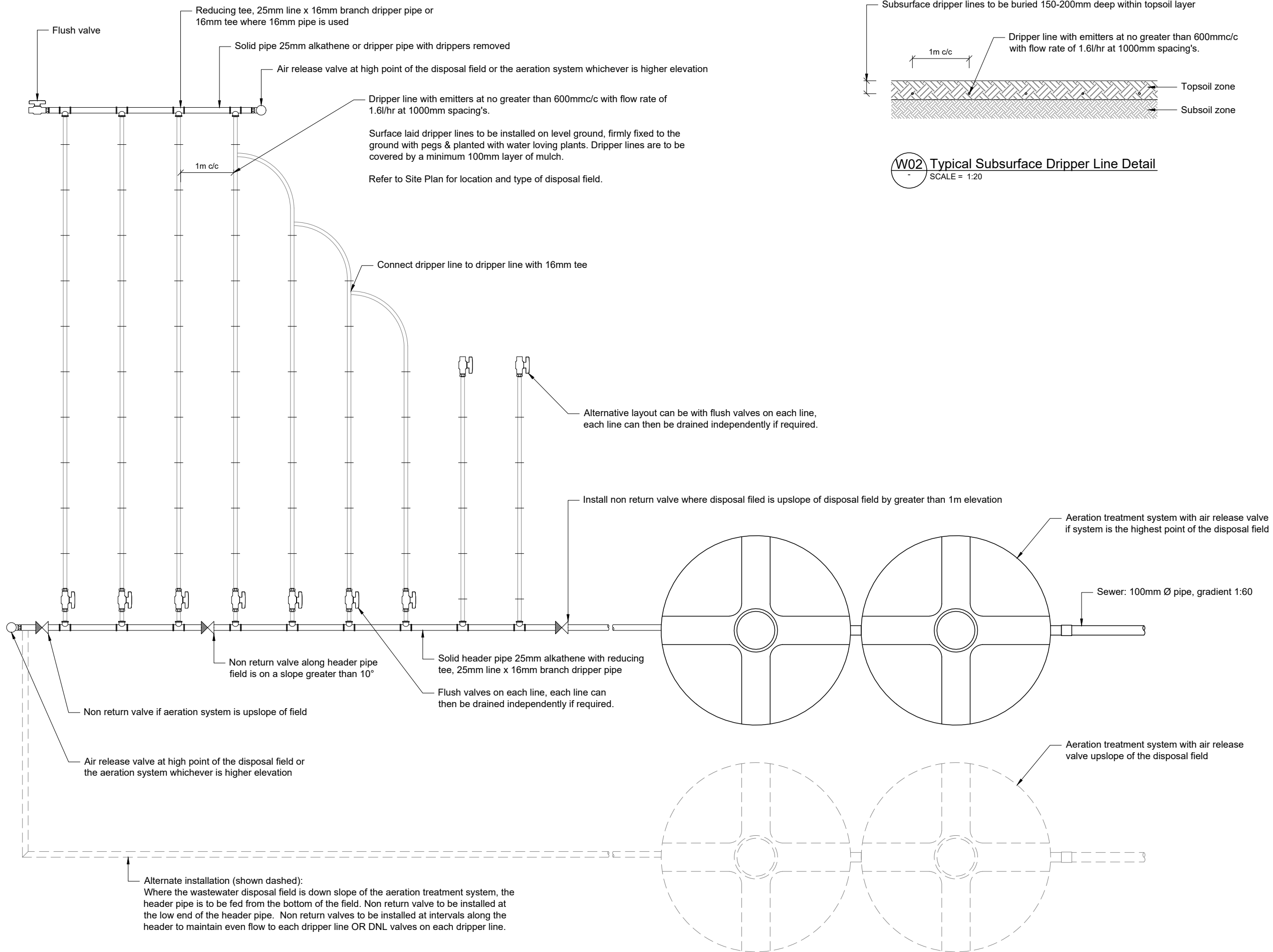
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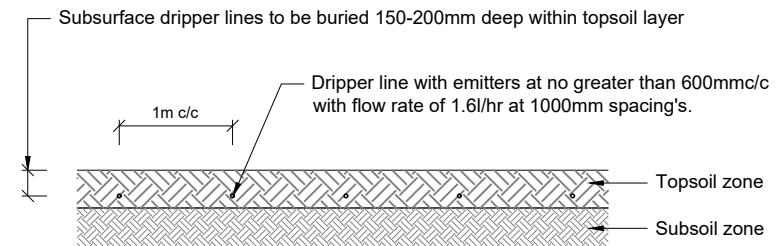
Rev J	Sheet A01c
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Scale (A3 Original) 1: 250

2.5 1.25 0 2.5 5 m



W01 Typical Wastewater Disposal Field Plan
SCALE = 1:20



W02 Typical Subsurface Driller Line Detail
SCALE = 1:20

NOTES

1. All drainage is diagrammatical, do not scale from drawing.
2. Length of dripper lines to be no more than 100m between feed points.
3. Driller lines to follow contour lines.
4. Driller lines to be laid on even ground, laying dripper lines on gully's or humps in the ground can cause ponding.
5. Air release valve to be at the high point in the disposal field or at the system if that is a higher elevation, locations shown on detail are indicative.
6. The works which are being proposed will comply with Earthworks EW-S3 Accidental Discovery Protocol and Earthworks EW-S5 Erosion and Sediment Control - Auckland Council Guideline Document GD005 GD05 Erosion and Sediment Control.pdf (aucklanddesignmanual.co.nz)

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Sheet Title

Wastewater Details

Drawn 12 August 2025

Project No 5308

Rev	Sheet
J	A01d

Scale (A3 Original) 1: 20

0.2 0.1 0 0.2 0.4
m



SPECIFICATION:

- Stud height - 2440
- 70 Series brick veneer
- Gerard metal tile roofing

NOTE:

1. All dimensions taken from the outside of pre-cut, please check all dimensions before construction commences.
2. Refer to Framing & Lintel Plan for lintel dimensions, stud spacing & external door offsets.
2. Refer to Eave detail for stud, lintel and soffit framing heights.
3. Additional nogs to be installed at framing stage to allow for towel rails, wardrobe & fixed shelves, WC cistern, toilet roll holders, wall mounted extractors, heat pump, A/C units & garage door components where required.
4. Refer to attached sheet for cladding & roofing notes & details.
5. All wet areas to be provided with impervious linings as per NZBC E3/AS1.
6. Smoke alarms to be installed to NZS 4514:2021
7. Where studs exceed 450mm c/c install polypropylene tape horizontally at 300mm c/c over building wrap.
8. All wall framing typically H1.2 treated unless specifically stated.
9. All external linings to be installed to manufacturers instructions, refer to separate detail sheet for cladding details & notes.

BUILDING AREA:

Floor Area (Framing): 222.1m²
Floor Area (Brickline): 232.3m²

Roof Area: 315.6m²

FIXINGS:

Exposure Zone: C
Durability of fixings to comply with NZS 3604:2011 Section 4 & NZBC B2/AS1

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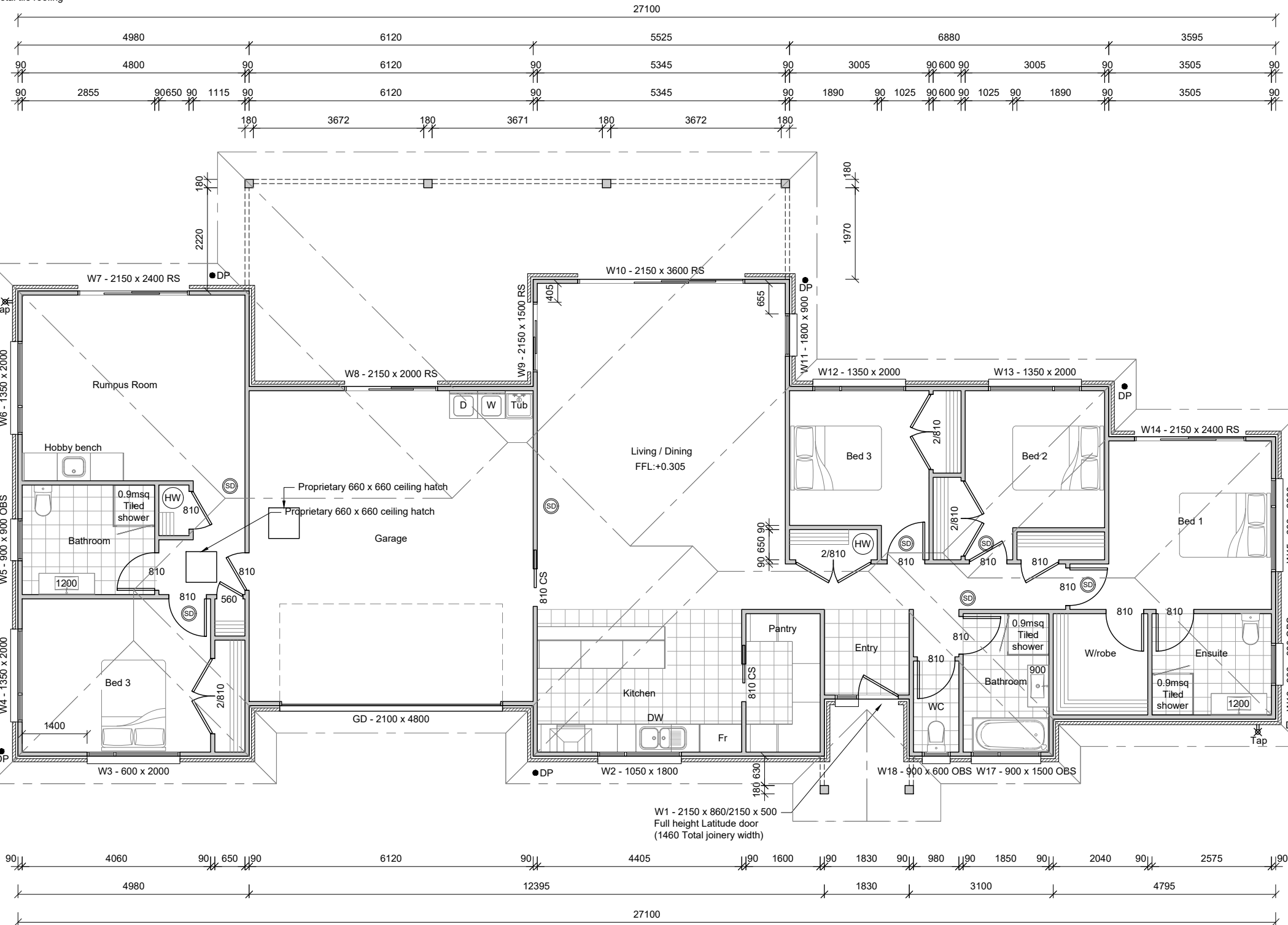
Floor Plan

Drawn 12 August 2025

Project No 5308

Rev J Sheet A02

Scale (A3 Original) 1: 100



LEGEND



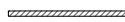
Smoke Detector



Roof Line



90 x 45 SG8 H1.2 Timber framing walls



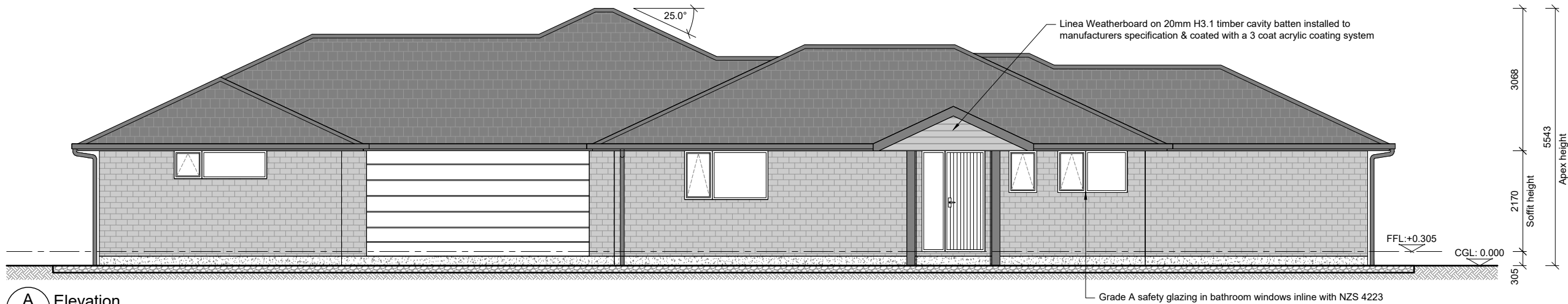
Brick Veneer



Selected tiles on selected tile underlay to all wet areas installed to manufacturers specifications & Branz tiling good practice guide

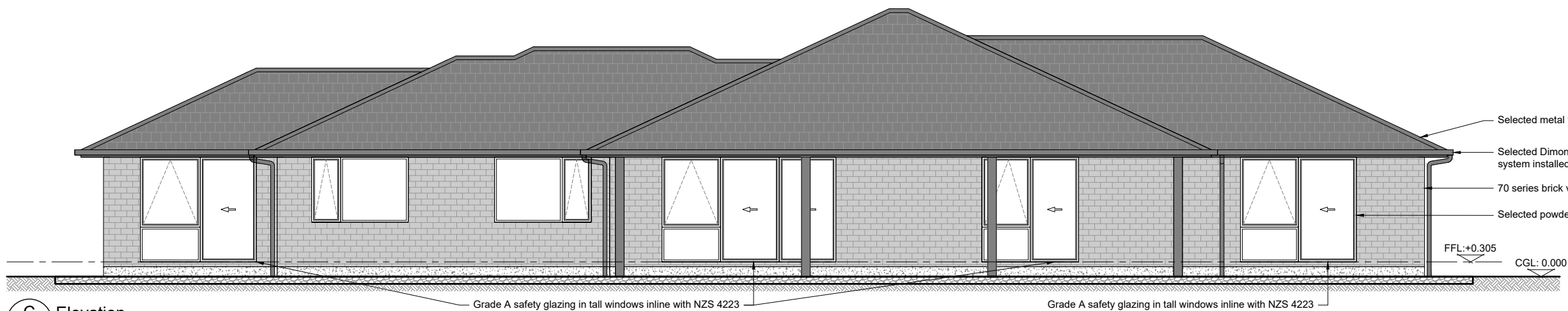


2 x 180L Mains pressure hot water cylinder



A Elevation
A02 SCALE = 1:100 @ A3

- NOTE:**
1. All heights shown are existing ground heights.
 2. All external linings to be installed to manufacturers instructions, refer to separate detail sheet for cladding details & notes.
 3. All windows and doors double glazing low E Xcel with thermal break.
 4. Grade A safety glazing in bathrooms & tall windows and sliders inline with NZS 4223.



C Elevation
A02 SCALE = 1:100 @ A3

FIXINGS:
Exposure Zone: C
Durability of fixings to comply with NZS 3604:2011 Section 4 & NZBC B2/AS1

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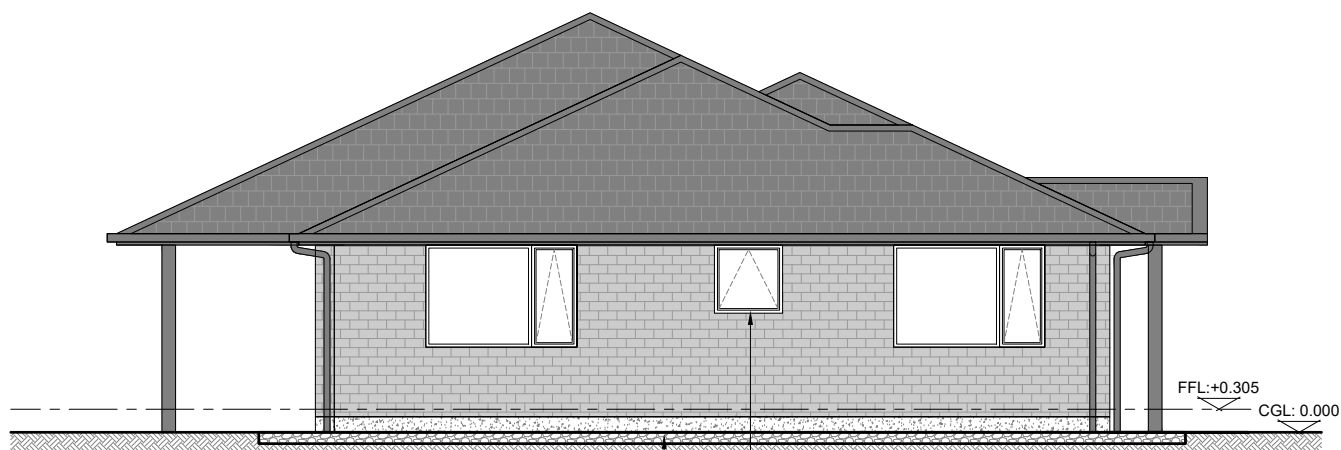
Sheet Title
Elevations

Drawn 12 August 2025

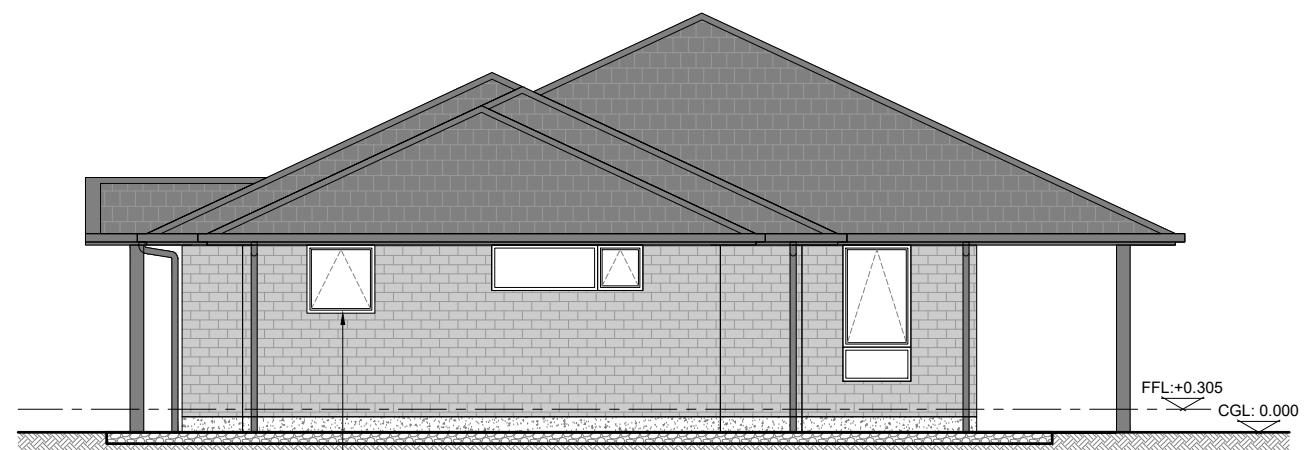
Project No 5308

Rev J **Sheet** A03

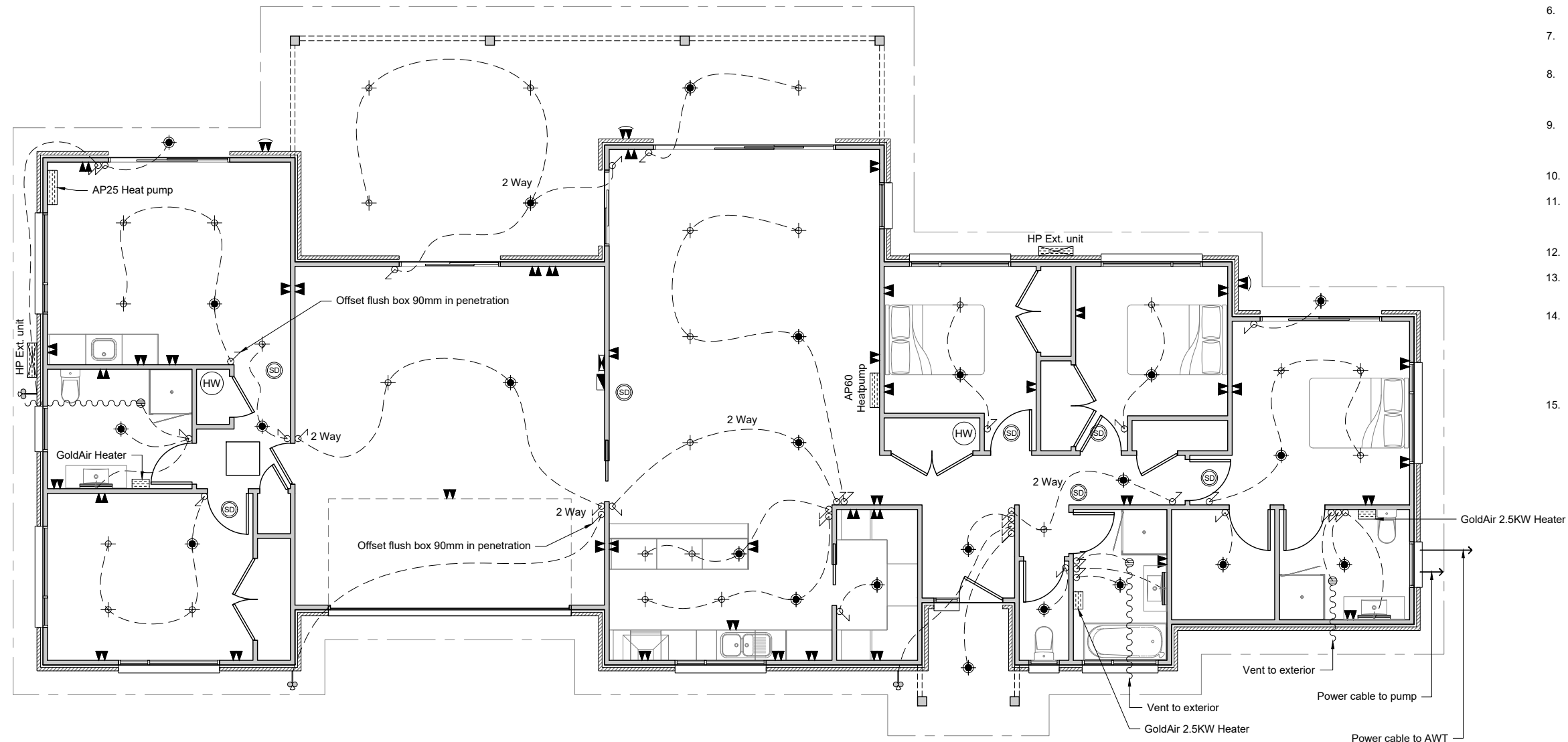
Scale (A3 Original) 1: 100



B Elevation
A02 SCALE = 1:100 @ A3



D Elevation
A02 SCALE = 1:100 @ A3



LEGEND

- 4 2 way
- 7 Smoke detector
- 23 Primary LED down Light
- 25 Secondary LED down light
- 3 Sensor spot light
- 3 Mechanical vent, vented to exterior
- 3 Vanity light
- 3 GoldAir Heater
- 40 Double power points
- 3 Exterior double power point
- PH ☎ TBC Phone Socket
- TV | TBC TV outlet
- 1 Meter board
- 1 Distribution board
- 1 Heat pump internal unit
- 1 Heat pump external unit

NOTE:

1. All electrical work to be by a registered Electrician to comply with Electricity regulations, NZ Standards & NZBC.
2. Electrician to supply electrical "Certificate of Compliance" on completion.
3. Electrical layout schematic only. All electrical & lighting fixtures & fittings are shown indicative - not to scale. To be confirmed on site with owner prior to installation.
4. All power points to be 350mm above FFL and 200mm above bench top and fixed horizontally unless specified.
5. All switches to be 1200mm above FFL and fixed vertically (up/down).
6. Power point for rangehood to be in ceiling space
7. Electrician to check bracing plan and offset flush boxes 90mm if penetration occurs.
8. External power points and electrical Fittings to be IP rated to provide dust and weather protection to comply with NZ Standards.
9. All recessed light fixtures to be CA rated to comply with AS/NZS 605982.2 (Insulation to comply with AS/NZS 60695.11.5)
10. Smoke alarms to be installed to NZS 4514:2021.
11. Equipment required must be either 10 year long-life battery-operated (non-removable/sealed) or 240v mains powered, interconnected smoke alarms.
12. Smoke alarms shall be located on or near the ceiling.
13. Smoke alarms shall be located in all bedrooms, living spaces, hallways and landings within the building.
14. Where more than one smoke alarm is needed to meet the requirements of this standard, these alarms shall be interconnected so that when one activates, all smoke alarm devices in the household unit will sound. The interconnection between alarms may be wired or wireless.
15. Where a kitchen or scullery is separated from the living spaces and hallways by doors that can be closed, an alarm specified by its manufacturer as suitable for a kitchen shall be located in the kitchen. This may be a heat alarm to avoid nuisance activations.

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Waitete Heights Lane
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Lot 9 DP 588451

Sheet Title

Electrical Plan

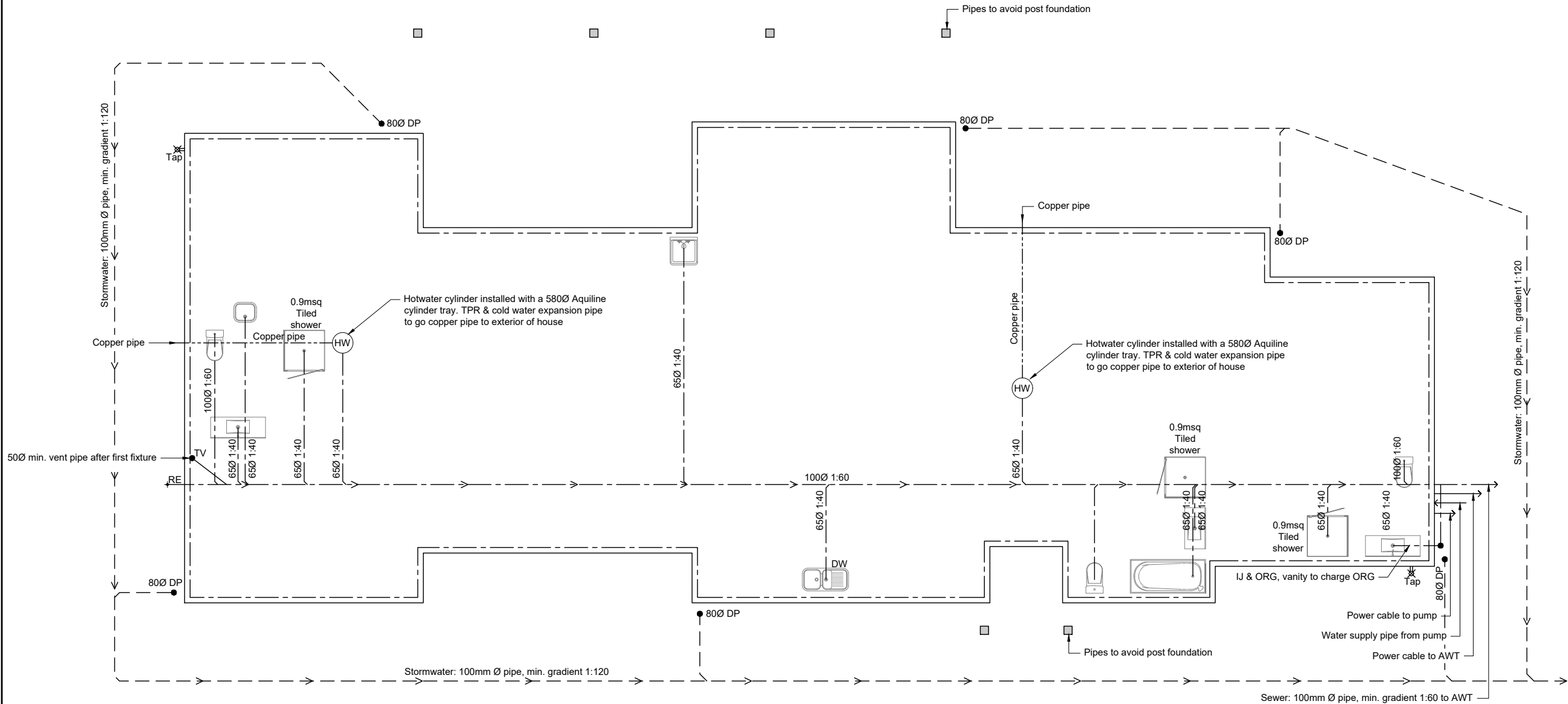
Drawn 12 August 2025

Project No 5308

Rev	Sheet
J	A04

Scale (A3 Original) 1: 100





Waste Pipe Gradients (min)		
40Ø	1:40 Minimum Gradient	4DU
65Ø	1:40 Minimum Gradient	21DU
100Ø	1:60 Minimum Gradient	115DU
Waste Pipe & Discharge Units		
40Ø	Hand basin	1DU
40Ø	Kitchen Sink	3DU
40Ø	Dishwasher	3DU
40Ø	Laundry Tub	3DU
40Ø	Washing Machine	5DU
40Ø	Shower	2DU
40Ø	Bath	4DU
100Ø	WC Pan	4DU
Drainage Pipe Gradient		
65Ø	1:40 Minimum Gradient	25DU
85Ø	1:60 Minimum Gradient	61DU
100Ø	1:60 Minimum Gradient	205DU
150Ø	1:60 Minimum Gradient	1310DU

● TV	Terminal Vent
● ORG	Overflow Relief Gully
+ RE	Rodding Eye
----	Drainage - Waste Pipe
----	100mm Ø Stormwater Pipe
----	HWC Copper pipe

Hotwater cylinder installed with a 580Ø Aquiline cylinder tray. TPR & cold water expansion pipe to go copper pipe to exterior of house

Copper pipe

HW

- NOTE:**
- All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.
 - All drainage is diagrammatical, drainlayer to determine on site drainage layout and provide asbuilt plan when complete.
 - Number of downpipes required as per NZBC E1/AS1 1 x 74mmØ downpipe per 70m² roof plan area.
 - Stormwater: 100mm Ø UPVC pipe, minimum gradient 1:120.
 - All drainage to comply with AS/NZS 3500 & NZBC G13/AS1.
 - All lateral drains under slab to be a minimum of 65Ø.
 - Provide seismic restraints & temperature valve to hot water cylinder as per NZBC G12/AS1. Refer to separate sheet for details.

- Relief vent pipe shall be:**
- Discharged to a location easily visible and identifiable and unlikely to cause nuisance or damage to the building of injury to persons.
 - Each line shall fall continuously from valve to point of discharge.
 - Drain to terminate:
 - Not lower than 200mm of higher than 300mm above an unpaved surface, or
 - Not lower than 75mm or higher than 300mm above a gravel pit not less than 100mm in diameter in a paved surface.
 - Have air gaps as required.
 - Pipework downstream of the relief valve should be capable of carrying water exceeding 93°C.
 - Be located to discharge away from building where necessary so as to adversely effect slab, foundation of footing.

Verify all dimensions on site before commencing work & do not scale from drawings. Refer any discrepancies to O'Brien Design Consulting Ltd.

All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.

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Project Title
Anne Ngaio Larsen &
Arnold Robert Larsen
Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Title
Drainage Plan

Drawn 12 August 2025

Project No 5308

Rev J	Sheet A05
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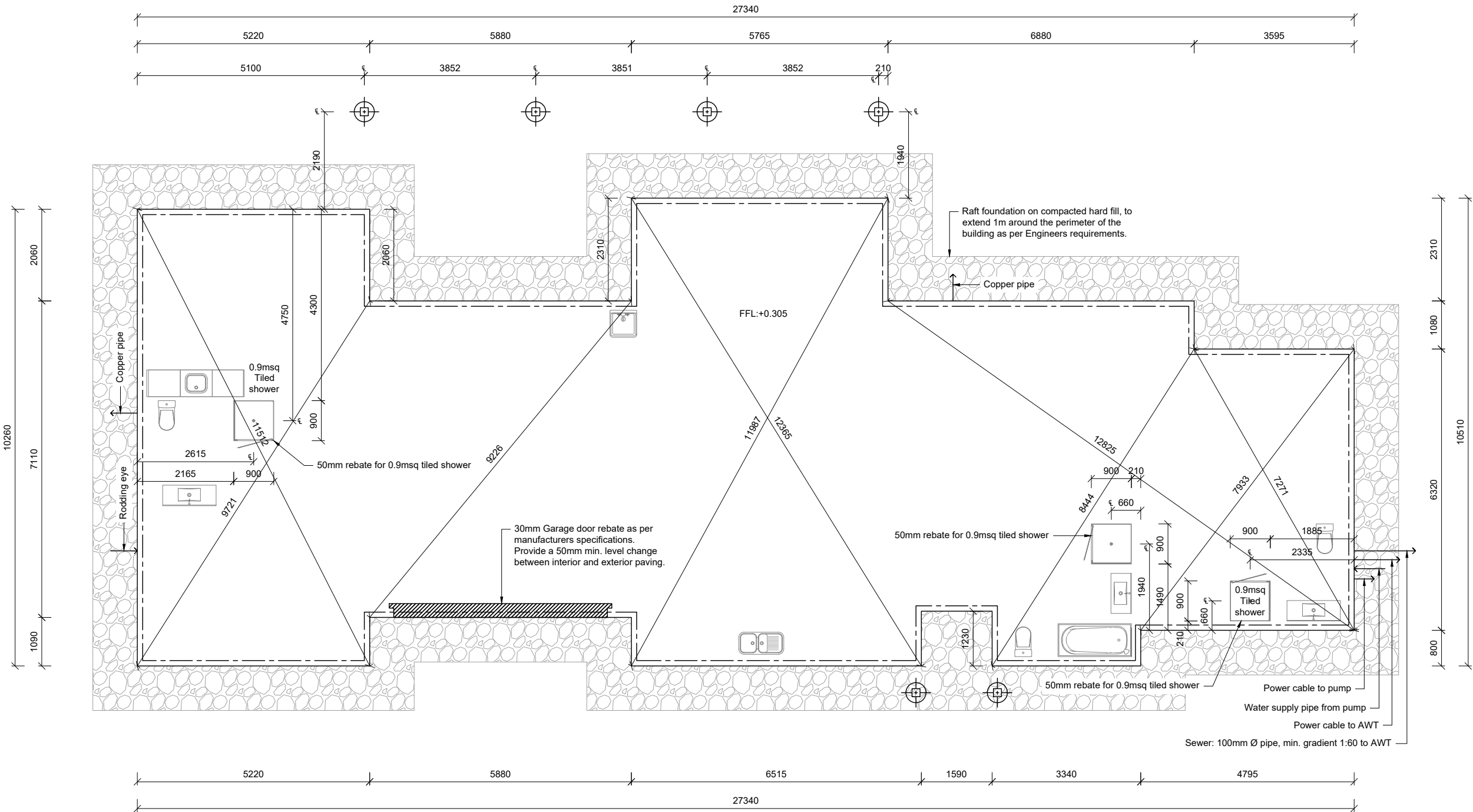
Scale (A3 Original) 1: 100

1 0.5 0 1 2 m



ENGINEERED RAFT FOUNDATION

Plan to be read in conjunction with
Engineers Raft Foundation Calculations.



- NOTE:
- All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.
 - Check all existing drain locations and all dimensions on site before construction.
 - Refer to Engineers notes for concrete MPa & other details.
 - Plans to be read in conjunction with Engineers foundation design & PS1.
 - Local Authority should inspect the earthworks, building platform construction and foundation, prior to the concrete being poured to ensure that the design criteria has been met.
 - All external linings to be installed to manufacturers instructions, refer to separate detail sheet for cladding details & notes.
 - Confirm rebate to slab for external doors with Designer or home builder before construction.
 - Granular fill to comply with NZS 3604:2011, greater than 600mm to be engineered. Fill to be compacted at 150mm intervals and tested at 300mm intervals. Do not build on uncertified fill.

Verify all dimensions on site before commencing work & do not scale from drawings. Refer any discrepancies to O'Brien Design Consulting Ltd.

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Project Title
Anne Ngaio Larsen &
Arnold Robert Larsen
Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Title
Foundation Plan

Drawn 12 August 2025

Project No 5308

Rev J Sheet A06

Scale (A3 Original) 1: 100
1 0.5 0 1 2 m

FIXINGS

Exposure zone: C
Durability of fixings to comply with NZS 3604:2011 Section 4 & NZBC B2/AS1

- Exposed fixings to be type 304 stainless steel.
Sheltered fixings to be hot-dipped galvanize.
Closed in nail plates in roof space to be continuous coated galvanized steel.
Closed wire dogs and bolts to be hot dipped galvanized steel.
All other closed structural fixings to be mild steel (uncoated non galvanized)

LEGEND

- Edge of slab
Brick rebate

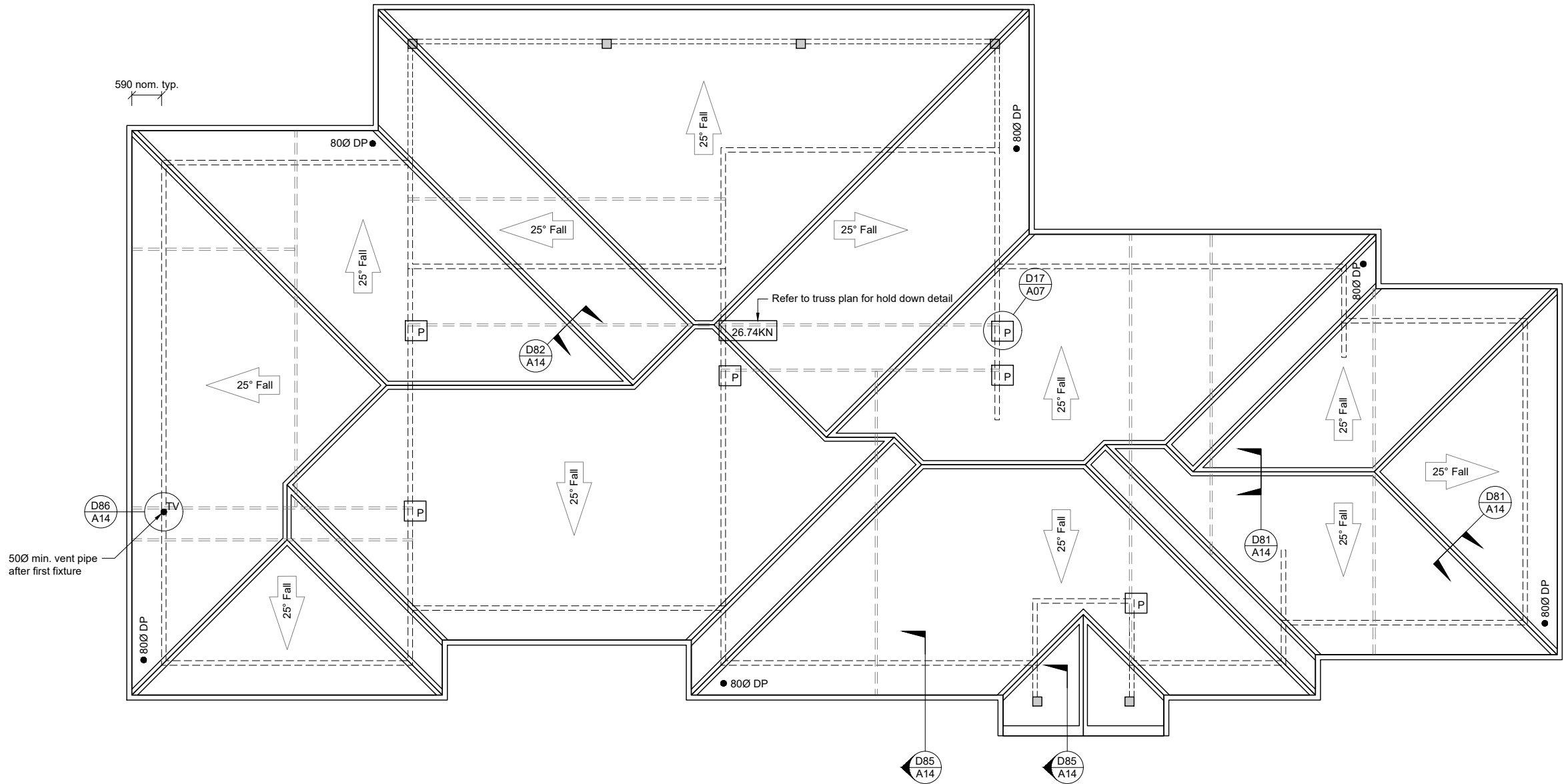


NOTE:

Unless specifically noted all internal loadbearing walls less than 10KN, so no thickening required

NOTE:

1. All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.
2. Kitchen extractor hood to be vented to exterior.
3. Roofing to be installed to New Zealand Metal Roofing Code of Practice and in accordance with manufacturers installation instructions.
4. Refer to Eave detail for stud, lintel and soffit framing heights.
5. Precut manufacturer to provide truss and lintel fixings and Producer Statement.
6. All drainage is diagrammatical, drainlayer to determine on site drainage layout and provide asbuilt plan when complete.
7. Number of downpipes required as per NZBC E1/AS1 1 x 74mmØ downpipe per 70m² roof plan area.
8. Stormwater: 100mm Ø UPVC pipe, minimum gradient 1:120.
9. Selected Dimond Fascia & Continuous Spouting with 80Ø PVC downpipe installed to manufactures specifications



FIXINGS

Exposure zone: C
Durability of fixings to comply with NZS 3604:2011 Section 4 & NZBC B2/AS1

- Exposed fixings to be type 304 stainless steel.
- Sheltered fixings to be hot-dipped galvanize.
- Closed in nail plates in roof space to be continuous coated galvanized steel.
- Closed wire dogs and bolts to be hot dipped galvanized steel.
- All other closed structural fixings to be mild steel (uncoated non galvanized)

LEGEND

- Roof Line
- Load bearing stud
- Girder truss
- Terminal vent
- Lumberlok strip brace both ways in roof plane fixed using 5No. 30 x 3.15mm nails each end and 1No. 30 x 3.15mm nails where brace crosses truss
- Fixings under truss point load as follows:
 - Stud to bottom plate connection use GIB HandiBrac fixed using 8 Tek screws & 1 Bowmac screw bolt.
 - Stud to top plate connection to Mitek internal loadbearing 16kN connection: Lumberlok CPC 60 each side (16kN pair) with Type 17 - 14g x 35 mm screws + 8Ø product nails

Verify all dimensions on site before commencing work & do not scale from drawings. Refer any discrepancies to O'Brien Design Consulting Ltd.

All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.

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Project Title
Anne Ngaio Larsen & Arnold Robert Larsen
Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Title
Roof Plan

Drawn 12 August 2025

Project No **5308**

Rev **J** Sheet **A07**

Scale (A3 Original) 1: 100





NOTE:

- All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.
- Refer to NZS3604:2011 Section 4 for durability requirements.
- Do not scale from drawings.
- Check all dimensions before construction commences.
- Refer to Eave detail for stud, lintel and soffit framing heights.
- Precut manufacturer to provide truss and lintel fixings and Producer Statement.
- Flashing materials must be selected based on environmental exposure, refer to NZS 3604 and Table 20 of NZBC clause E2/AS1.
- Building underlay must comply with acceptable solution NZBC clause E2/AS1 and NZS 3604.
- Sill support bars conforming to BRANZ evaluation method EM6 to be installed to all windows.
- Flashing tape must have proven compatibility with the selected building underlay and other materials with which it comes into contact as per Table 21 of NZBC clause E2/AS1.
- As per NZBC 9.1.10.8: Install windows & doors using pairs of min 75x3.15 jolt head nails through reveals into surrounding frame at
 - 450mm max c/c along sills, jambs & heads
 - 150mm max from ends of reveal Install packer between reveals & framing at all fixing points, except between head reveals & lintels.
- All window joinery to comply with NZS 4211:2008
- All glazing to comply with NZS 4223
- All window and door openings to be checked on site prior to manufacture, any discrepancies to be reported to GJ Gardner Homes Ltd.
- All internal doors to be offset from return walls by 90mm minimum.
- Where studs exceed 450mm c/c install polypropylene tape horizontally at 300mm c/c over building wrap.
- Optional: 'HIANDRI' Bottom plate packers to be installed as per manufacturers specifications

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Project Title

Anne Ngaio Larsen &
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Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Title

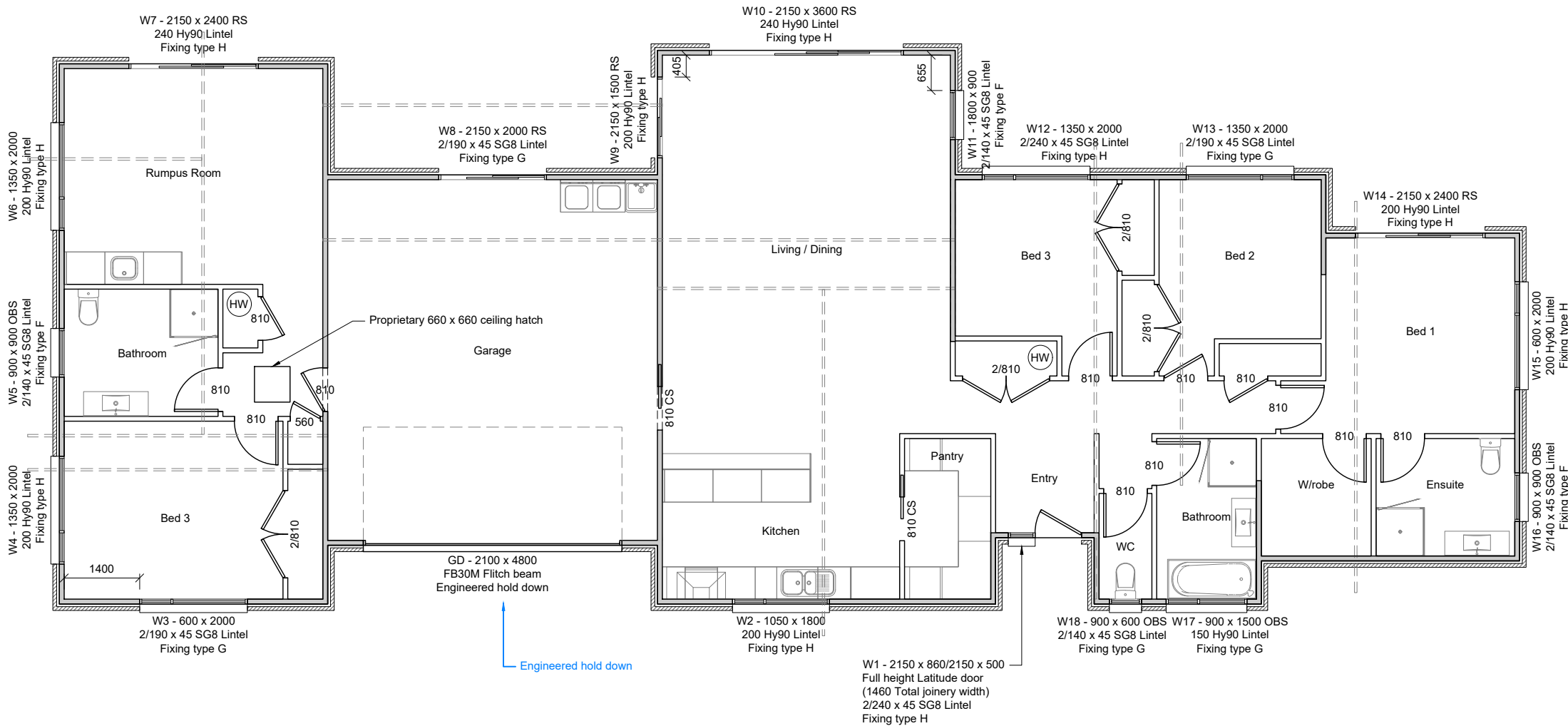
Framing & Lintel Plan

Drawn 12 August 2025

Project No 5308

Rev J Sheet A08

Scale (A3 Original) 1: 100



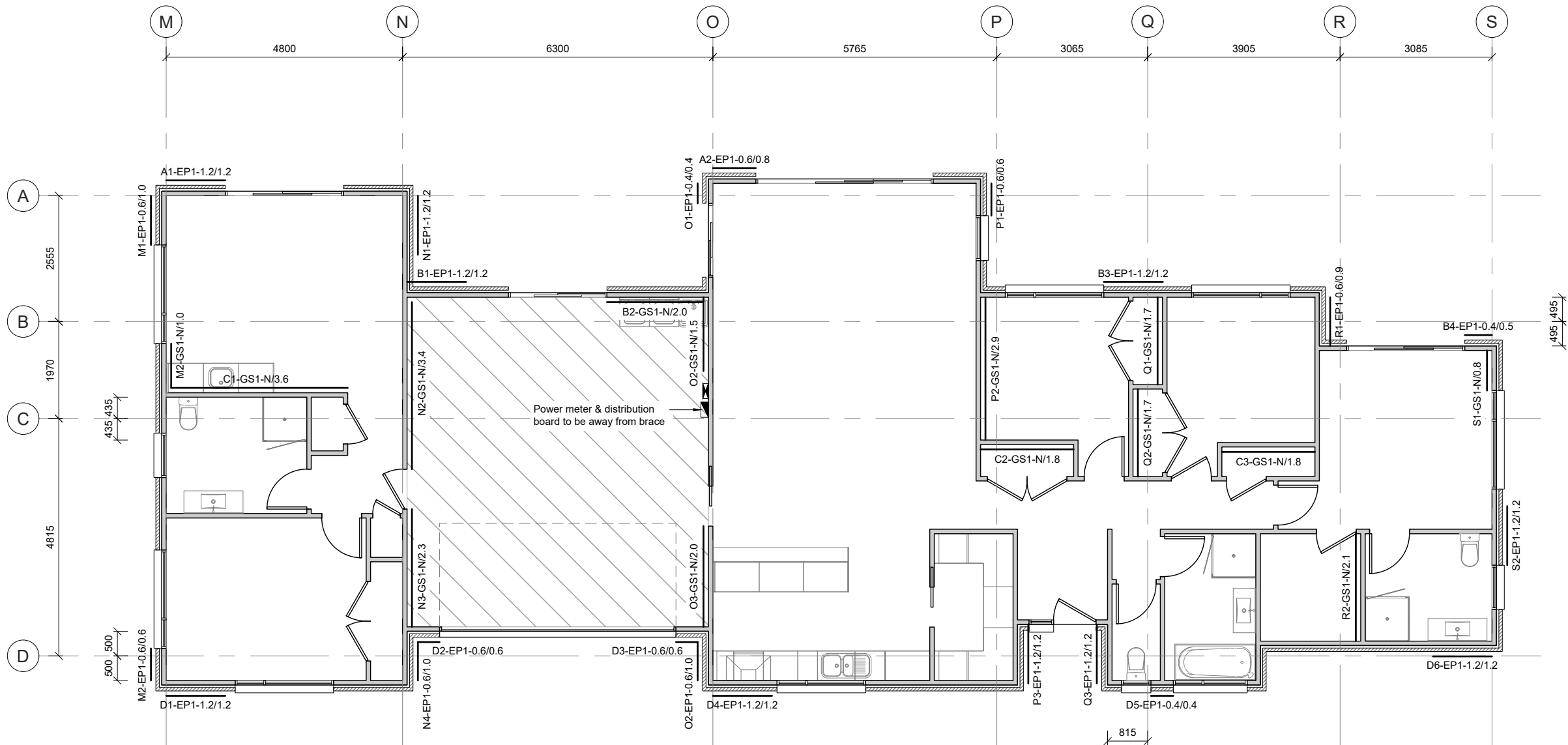
FIXINGS

Exposure zone: C
Durability of fixings to comply with NZS 3604:2011 Section 4 & NZBC B2/AS1

- Exposed fixings to be type 304 stainless steel.
- Sheltered fixings to be hot-dipped galvanize.
- Closed in nail plates in roof space to be continuous coated galvanized steel.
- Closed wire dogs and bolts to be hot dipped galvanized steel.
- All other closed structural fixings to be mild steel (uncoated non galvanized)

LEGEND

- 90 x 45 SG8 H1.2 Timber framing to external load bearing walls at 400 c/c
- 90 x 45 SG8 H1.2 Timber framing to internal load bearing walls at 600 c/c
- 90 x 45 SG8 H1.2 Timber Framing non-load bearing walls at 600 c/c
- Girder truss



LEGEND



GIB Ceiling diaphragm fixed to manufacturers installation instructions.
Perimeter fixings at 100mm centres and each corner in line with GIB
EzyBrace 2011 fastener pattern, refer to GIB site guide.

NOTE:

- All work to be done in accordance with NZS 3604: 2011 and the NZ Building Code unless specifically designed.
- All bracing elements to be installed to manufacturers specifications.
- Aqualine GIB to all bathroom walls.

WALL BRACING

- GS1-N: 10mm GIB one face Min.
0.4m long, no hold downs.
- EP1-0.4: 7mm min Plywood one face min. 0.4m long
- EP1-0.6: 7mm min Plywood one face min. 0.6m long
- EP1-1.2: 7mm min Plywood one face min. 1.2m long

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Project Title

Anne Ngaio Larsen &
Arnold Robert Larsen
Waitete Heights Lane
Kerikeri
Lot 9 DP 588451

Sheet Title

Bracing Plan

Drawn 12 August 2025

Project No 5308

Rev J Sheet A09

Scale (A3 Original) 1: 100



FAR NORTH DISTRICT COUNCIL

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

Resource Consent Number: 2220047-RMACOM

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

Waitoto Developments Limited

The activities to which this decision relates are listed below:

Activity A – Subdivision:

To subdivide, creating 17 additional Lots in the Coastal Living Zone.

Activity B – Landuse:

For a breach in the Stormwater Management and Excavation Rules in the District Plan.

Activity C – Cancellation of Easements

For the cancellation of conditional Easements on the area of Road to Vest.

Subject Site Details

Address:	Lot 4, Redcliffs Road, Kerikeri 0294
Legal Description:	Lot 4 DP 520750
Record of Title reference:	CT-821886

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

Decision A – Subdivision:

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Williams and King, referenced Proposed Subdivision of Lot 4 DP 520750, dated July 2021, and attached to this consent with the Council's "Approved Stamp" affixed to it.
2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
 - (a) All easements to be duly granted or reserved.
 - (b) That Lot 17 Hereon (Legal Access) be held as to eight undivided one eighth shares by the owners of Lots 3 – 10 Hereon as tenants in common in the said shares that individual Records of Titles be issued in accordance therewith.

Note: LINZ Reference ID: 1741584

- (c) That Lot 16 Hereon (Common Lot) be held as to fifteen undivided one fifteenth shares by the owners in the said shares and that individual Records of Title be issued in accordance therewith.

Note: LINZ Reference ID: 1741584

- (d) Areas shown 'K', 'L', 'M', 'N' and 'O' are subject to an existing Land Covenant (Consent Notice) see 5457207.2.
 - (e) The stormwater pond and forebay as being contained within a separate Lot.
 - (f) The area of the stormwater pond and forebay as being a Local Purposes (Utility) Reserve to vest in or dedicate to the Far North District Council.
 - (g) Should the Local Purpose (Utility) Reserve not include a 3.5m buffer around the perimeter of the pond, forebay and discharge pipe a 3.5m wide easement in gross for the right to drain water in favour of the Far North District Council shall be shown for this purpose.
3. Prior to the approval of the survey plan pursuant to Section 223 of the Act, the consent holder shall:
- (a) Submit plans and details of all works for the approval of Far North District Council. Such works are to be designed in accordance with Far North District Council: Engineering Standards & Guidelines 2004 – Revised 2009 and NZS 4404:2010 to the approval of the Development Engineering Officer or their delegated representative.

It is to be noted that certain designs may only be carried out by a Chartered Professional Engineer (CPEng) working within the bounds of their assessed competencies.

All work needing design/certification by a CPEng will require completion of a producer statement (design) (EES-PS1 or similar).

Plans are to include but are not limited to:

- i. Upgrade of the vehicle access crossing, Waitete Heights Lane onto Redcliffs Road, in accordance with Councils Engineering Standard FNDC/S/6 (Type 2), with widening of Redcliffs Road on the opposite side of the vehicle access crossing (northern side of Redcliffs Road) to Councils Engineering Standard FNDC/S/6, 6D.

Note: Design of the vehicle access crossing and intersection to note the restrictions and recommendations included in the Traffic Assessment prepared by Engineering Outcomes dated 28 June 2021, included in RC 2220047.

- ii. Upgrade of Waitete Heights Lane (Road to Vest to Council - Lot 18) to a 6.5m wide carriageway, in accordance with Councils Engineering Standard, Table 3.1A and FNDC/S/7 for Rural Type B (>15 ultimate

H.E.s) as far as chainage 375m, then Rural Type A from chainage 375m – 620m, including pavement structural details, typical cross sections, earthworks cross sections, long sections, culverts, drainage flow paths, swale drainage details, surfacing and pavement marking. Design details are also required for the vehicle access crossings in general accordance with Councils Engineering Standard FNDC/S/6.

- iii. Construction of formed and sealed private access (Lot 17) to a 5.0m carriageway, in accordance with Far North District Plan Appendix 3B-1 and FNDC/S/7 for Rural Roads, including pavement structural details, typical cross sections, earthworks cross sections, long sections, culverts, drainage flow paths, swale drainage details, surfacing and pavement marking. Design details are also required for the vehicle access crossings in general accordance with Councils Engineering Standard FNDC/S/6 and the provision of temporary stormwater runoff attenuation from private access road.

Note: Design of the temporary attenuation to note the restrictions and recommendations included in RFI response from GWE Consulting Engineers, dated 30 August 2021, included in RC 2220047.

- iv. Subdivision Stormwater Management, which includes, but not limited to stormwater pipe network, culverts, stormwater attenuation and treatment devices.

Note: Design of the Subdivision Stormwater Management to note the restrictions and recommendations included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.

- v. The proposed stormwater control works to be in place prior to and during construction.
- vi. Earthworks including proposed erosion and sediment control measures required to undertake the development of the site.

Note: The erosion and sediment control plan to note the restrictions and recommendations included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047 and the RFI response from GWE Consulting Engineers, dated 30 August 2021, included in RC 2220047.

- (b) Following approval of the plans and selection of the contractor, provide to Council:
 - (i) Details of the successful contractor
 - (ii) Details of the planned date and duration of the contract
 - (iii) Details of the supervising engineer
- (c) Show the building development zones for Lots 1-15 on the survey plan in general accordance with the areas shown on the approved scheme plan.
- (d) Provide a revised planting plan for the structure plantings around each residential Lot. The revised plan must only include native species and show

planting on all boundaries of each residential Lot, except for those Lot boundaries which have already got indigenous vegetation on them.

- (e) Provide a revised planting plan for the revegetation planting. The revised plan must include taller climax species (such as tanekaha, rewarewa, rimu and totara) which are to be planted 2 years following the planting of the nursery crop.
4. Prior to the issuing of a certificate pursuant to Section 224(c) of the Act, the consent holder shall:
- (a) Prior to the commencing any physical site works, a construction management plan shall be submitted to and approved by the Council. The plan shall contain information on, and site management procedures, for the following:
 - i. The timing of building demolition and construction works, including hours of work, key project and site management personnel.
 - ii. The transportation of construction materials from and to the site and associated controls on vehicles through sign-posted site entrance/exits and the loading and unloading of materials.
 - iii. Control of dust and noise on-site and any necessary avoidance or remedial measures.
 - iv. Prevention of earth and other material being deposited on surrounding roads from vehicles and remedial actions should it occur.
 - v. Publicity measures and safety measures, including signage, to inform adjacent landowners and occupiers, pedestrians and other users or Road.
 - vi. The requirement for reasonable access to the other residents of the Waitete Heights Lane while it is being upgraded.

All construction works on the site are to be undertaken in accordance with the approved construction management plan.

- (b) The consent holder shall provide evidence that a Traffic Management Plan (TMP) has been approved by Councils Corridor Access Engineer and a Corridor Access request (CAR) obtained prior to any vehicle crossings being constructed or undertaking any remedial works to the existing public road carriageway.
- (c) The consent holder shall provide evidence that the notice required under condition (1) included in Northland Regional Council Resource Consent reference 42926 dated 27 August 2021 has been complied with.
- (d) The consent holder shall provide 2 weeks' notice to the Far North District Council's Resource Consent's Monitoring Team (email: rcmonitoring@fndc.co.nz) prior to the commencement of any work associated with conditions included in this notice.
- (e) The consent holder will construct works in accordance with the approved plans.

- (f) The consent holder will be responsible for the repair and reinstatement of the public road's (Redcliffs Road) carriageway, if damaged as a result of the site works and building operations.
- (g) Provide evidence that a maintenance agreement has been entered into with the contractor who is to maintain the work which is to vest in Council for a minimum period of 12 months. The minimum value of the bond, or retention money held in lieu of a bond, shall be 10% of the construction cost.
- (h) In the event that the existing residents agree and the Community Board approves a road new name, provide evidence to Council that the cost of purchasing and installing a road name sign for the road to vest has been paid to Council contractors:

(Southern Area – Ventia (09) 407 7851)

Note: The applicant is advised that in accordance with Community Board Policy, road names should reflect the history of the area. Te Hikuwai Drive was a preferred road name provided as part of consultation for this subdivision application.

- (i) Provide to Council As-built plans complying with schedule 1D of NZS 4404:2004 and section 1.5.2.5 of Councils Engineering standards and guidelines.
- (j) Upon completion of the works specified in condition 3(a) above, provide certification of the work from a chartered professional engineer that all work has been completed in accordance with the approved plans.
- (k) Implement the Hillslope Revegetation Backdrop Planting, Subdivision Structure Planting, Pond and Gully Revegetation Planting and Streetscape Feature Tree Plantings in accordance with the Subdivision Landscape Enhancement and Mitigation Plan with Council's "Approved Plan" Stamp affixed to it. Provide certification from a registered landscape architect that the planting has been completed in accordance with this condition.

Note: Streetscape feature tree plantings are subject to approval of Council's Infrastructure and Asset Manager or their representative.

- (l) Provide documentation to demonstrate that power connections have been provided to the boundary of Lots 1 – 15 to the satisfaction of the service provider.
- (m) Secure the conditions below by way of a Consent Notice issued under Section 221 of the Act, to be registered against the titles of the affected allotment. The costs of preparing, checking and executing the Notice shall be met by the Applicant.
 - (i) The location and foundations of any buildings shall be designed and certified by a suitable experienced Chartered Professional Engineer, prior to issue of any building consent.

[Lots 1 - 15]

- (ii) In conjunction with the construction of any building requiring a wastewater disposal system the lot owner shall obtain a Building Consent and install the wastewater treatment and effluent disposal system. Any proposed wastewater treatment and effluent disposal system shall be designed and constructed, noting the recommendation and limitation included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.

The installation shall include an agreement with the system supplier or its authorised agent for the ongoing operation and maintenance of the wastewater treatment plant and the effluent disposal system.

Following 12 months of operation of the wastewater treatment and effluent disposal system the lot owner shall provide certification to Council that the system is operating in accordance with its design criteria.

[Lots 1 - 15]

- (iii) In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509.

[Lots 1 - 15]

- (iv) Reticulated telecommunication services are not a requirement of this subdivision consent. The responsibility for providing telecommunication services will remain the responsibility of the property owner.

[Lots 1 – 15]

- (v) In conjunction with the construction of any buildings, the lot owner shall install a stormwater retention tank with a flow attenuated outlet. The system shall be designed such that the total stormwater discharged from the site, after development, is no greater than the predevelopment flow from the site for rainfall events up to a 10% AEP plus allowance for climate change. The details of the on-site retention storage and flow attenuation shall be prepared noting the restrictions and recommendations included in the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047.

[Lots 1 – 15]

- (vi) In conjunction with the construction of any buildings, and in addition to the requirements of condition 4(m)(vi) above, the lot owner shall install a stormwater retention tank, providing attenuation of 1/8th share of increased runoff generated by the impermeable surface of the private access. The additional storage requirements will be determined noting the Site Suitability Report prepared by GWE Consulting Engineers with reference J3014, dated July 2021, included in RC 2220047 and the RFI response from GWE Consulting Engineers, dated 30 August 2021, included in RC 2220047

[Lots 3 – 10]

- (vii) No built development may occur on Lot 16.

[Lot 16]

- (viii) Buildings on Lot 1 shall be limited to a height not exceeding 8 meters above the existing ground level measured by the Rolling Height Method as defined in the Operative District Plan.

[Lot 1]

- (ix) Buildings on lots 2 – 9 inclusive shall be limited to a height not exceeding 6.5 meters above existing ground level measured by the Rolling Height Method as defined in the Operative District Plan.

[Lots 2 -9]

- (x) Buildings on Lots 10 to 15 inclusive shall be limited to a height of no greater than 6.5 meters above ground level ground level measured by the Rolling Height Method as defined in the Operative District Plan. This height has been chosen due to the steepness of the topography making it difficult practically to achieve lower building heights. If two storey structures are to be utilised the ground floor shall be dug into the hill slope. A maximum building height elevation on each of these Lots will ensure this is achieved.

The following maximum building height elevations on Lots 10 – 15 shall be as follows:

Lot 10 shall not exceed the 85m contour interval,
Lot 11 shall not exceed the 91.5m contour interval,
Lot 12 shall not exceed the 89.5m contour interval,
Lot 13 shall not exceed the 86.5m contour interval,
Lot 14 shall not exceed the 77m contour interval, and
Lot 15 shall not exceed the 74m contour interval.

[Lots 10 – 15]

- (xi) All buildings and structures shall be located within the building development zones as per the areas defined as per condition 3(c) of RC 2220047-RMACOM.

[Lots 1 – 15]

- (xii) Where exterior building materials are not self-coloured (such as a natural wood or stone), colours from the A and B group of the BS5252 colour chart shall be used. Light reflectance values for exterior roofs shall not exceed 30 per cent and exterior walls shall not exceed 40 per cent.

[Lots 1 – 15]

- (xiii) In conjunction with the building consent application for any building on the Lot, provide a Landscape Integration Plan prepared by a suitably qualified person which identifies:

- i. The location and species make up of the existing Structure Planting on the site. If there are any gaps or areas of this planting that are missing, the Lot owner shall identify these areas and the replacement plants needed to fill them on the Landscape

Integration Plan. Any replacement plants shall be of a native species.

- ii. Location and species of the Specimen Tree Plantings to be implemented.
- iii. All buildings and driveways proposed on the Lot, including the extent of all earthworks and how these will be treated, i.e. re-grassed, re-vegetated or use of retaining walls.
- iv. Additional landscape amenity plantings in the form of foreground and backdrop plantings required to blend the built structures into the landscape so the rural and visual amenity values are maintained and so that built development does not dominate the landscape.
- v. The proposed landscaping shall be in accordance with Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021 and provided with RC 2220047-RMACOM.

The Lot owner shall implement the planting shown on the Landscape Integration Plan (as required above) within 12 months of the Code of Compliance Certificate being issued and maintain the planting thereafter in accordance with the Landscape Planting Implementation and Maintenance as described in Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021.

[Lots 1 – 15]

- (xiv) The Design Guidelines listed under the headings 'Building Form', 'Building Materials and Finishes', 'Ancillary Structures', 'Water Tanks', 'Driveway and Parking Areas', 'Earthworks' and Landscape Design Guidelines listed under the headings 'Landscaping', 'Outdoor Living Areas', 'Swimming Pools', 'Grading and Drainage' and 'Outdoor Lighting' in the Landscape and Visual Effects Assessment by Hawthorn Landscape Architects dated 9th July 2021 shall be adhered to for any built development on the site. In conjunction with any building consent application, a registered landscape architect shall provide confirmation that the Design Guidelines have been met.

[Lots 1 – 15]

- (xv) Archaeological sites are protected pursuant to the Heritage New Zealand Pouhere Taonga Act 2014. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority issued pursuant to that Act. Should any site be inadvertently uncovered, the procedure is that work should cease, with the HNZPT and local iwi consulted immediately. The New Zealand Police should also be consulted if the discovery includes koiwi (human remains).

[Lots 1-10, 14 and 15]

- (xvi) Prior to development on this Lot, the Lot owner must provide to the Council's resource consents manager or other duly delegated officer, an archaeological assessment of the site, prepared by a qualified archaeologist, in order to determine whether there is any archaeological material that may be damaged, removed or otherwise affected by the proposed development. Any recommendations made in the report are to be adhered to by the consent holder, including obtaining an authority

from the NZ Historic Places Trust to modify, damage or destroy the archaeological site, if required.

[Lots 11 - 13]

Decision B – Landuse:

No Conditions Apply.

Decision C – Cancellation of Easements

Pursuant to section 243(e) of the Act;

1. Council grants approval to revoke easements for power and telecommunication supply 'A' and 'B' and the conveyance and drainage of water marked 'D' on DP 520750/Easement Certificate C987396.4 under section 243(e) of the Act.
2. Council grants approval to revoke easements for right of way, the transmission of electricity and telecommunications over 'A', 'B', 'C', 'D', 'E', and 'J' and to drain and convey water over part 'D' on DP 520750/Easement Certificate D283603.4 under section 243(e) of the Act.
3. Council grants approval to revoke easements for right of way, right to convey electricity, telecommunications, computer media and water over part 'J' on DP 520570/Easement Certificate 8531873.4.
4. Council grants approval to revoke easements for right of way, to convey electricity, communications and computer media over 'A', 'B', 'C', 'D', 'E', and 'F' on DP 520570/Easement Certificate 11251902.4.

Advice Notes

1. Archaeological sites are protected pursuant to the Heritage New Zealand Pouhere Taonga Act 2014. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority issued pursuant to that Act. Should any site be inadvertently uncovered, the procedure is that work should cease, with the Trust and local iwi consulted immediately. The New Zealand Police should also be consulted if the discovery includes koiwi (human remains). A copy of Heritage New Zealand's Archaeological Discovery Protocol (ADP) is attached for your information. This should be made available to all person(s) working on site.
2. During the assessment of your application it was noted that a private Land Covenant exists on your property. Council does not enforce private land covenants, and this does not affect Council approving your plans. However, you may wish to get independent legal advice, as despite having a resource consent from Council, the private land covenant can be enforced by those parties specified in the covenant.

Reasons for the Decision

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

2. District Plan Rules Affected:

Rule # & Name	Non Compliance Aspect
13.7.2.1 MINIMUM LOT SIZES	The Lot sizes do not achieve the controlled activity standard of 4ha.
10.7.5.1.6 STORMWATER MANAGEMENT	An application has been made for Lots 3 – 10 to allow for 600m ² of impermeable surfaces.
12.3.6.2.1 EXCAVATION AND/OR FILLING IN THE COASTAL LIVING ZONE	7812m ³ of earthworks (cut and fill) are proposed to be undertaken for works associated with subdivision activities.

Adverse effects will be minor:

It is considered the relevant and potential effects have been addressed within the assessment of effects above, and it has been concluded that the adverse effects will be less than minor.

Objectives and policies of the District Plan:

The following objectives and policies of the District Plan have been considered:

- a) Objectives: 10.7.3.2, 12.3.3.3, 13.3.3, 13.3.4, 13.3.5, 13.3.7, 13.3.8.
- b) Policies: 10.7.4.2, 10.7.4.3, 12.3.4.1, 12.3.4.4, 13.4.2, 13.4.5, 13.4.6, 13.4.8, 13.4.13.

Issues of Contention:

The resource consent application included a request for the approval for the Visual Amenity Breach for any future development on each residential Lot. It was considered that granting consent for this breach would be inappropriate, given the elevation of the subject site and due to the highly visible nature of the site – being able to be viewed from a wide range of locations around the wider Kapiro and Kerikeri areas. Further, the building areas on each residential Lot are relatively large which provide multiple options for future development on site – some which will be more visible than others. In the absence of any building plans and defined building locations visual aspects would be difficult to assess and best dealt with when a particular building is proposed for asite.

The proposal is not contrary to the relevant objectives and policies of the District Plan.

3. In accordance with an assessment under s104(1)(b) of the RMA the proposal is consistent with the relevant statutory documents.

- a) The Far North District Plan
- b) National Environmental Standards for Freshwater Regulations 2020

4. No other non – statutory documents were considered relevant in making this decision.
5. No other matters were considered in relevant in making this decision.
6. Part 2 Matters

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

Approval

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



Pat Killalea, Principal Planner

Date: 29th October 2021

Right of Objection

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

Lapsing of Consent

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

The consent is given effect to; or

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

Schedule of Proposed Easements

Purpose	Shown	Servient Tenement (Burdened Land)	Dominant Tenement (Benefited Land)
Right to Drain Water	A & B B C D E F G H P	Lot 1 Hereon Lot 2 Hereon Lot 3 Hereon Lot 4 Hereon Lot 5 Hereon Lot 6 Hereon Lot 7 Hereon Lot 6 Hereon Lot 17 Hereon	Lots 11-15 Hereon Lots 11-15 Hereon Lots 1-2 & 11-15 Hereon Lots 1-3 & 11-15 Hereon Lots 1-4 & 11-15 Hereon Lots 1-15 Hereon Lots 1-15 Hereon Lots 8-11 Hereon Lot 11 Hereon

Memorandum of Easements

Purpose	Shown	Servient Tenement (Burdened Land)	Dominant Tenement (Benefited Land)
Right of Way Right to Convey Electricity & Telecommunications, Right to Drain Water	P	Lot 17 Hereon	Lots 3 - 10 Hereon

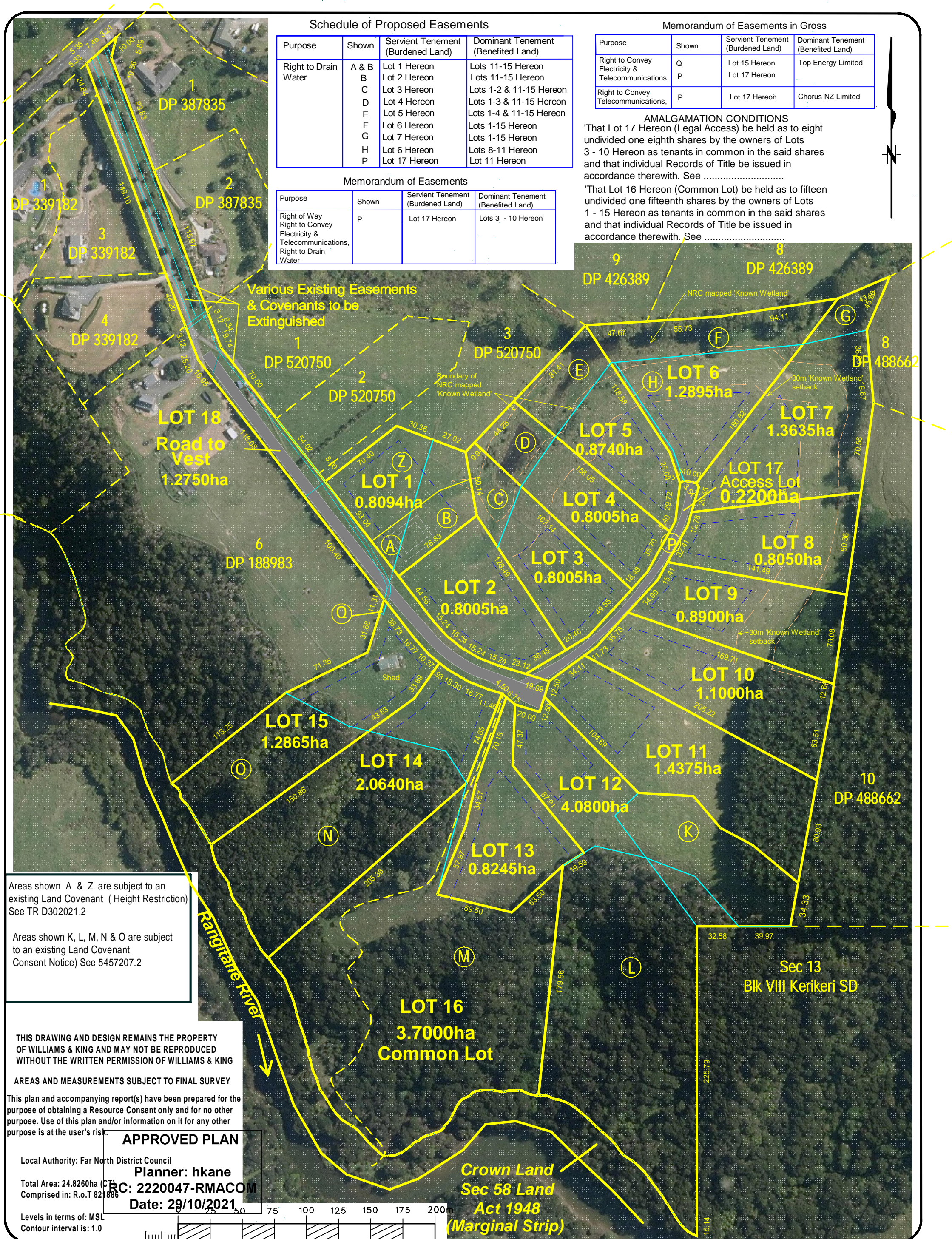
Memorandum of Easements in Gross

Purpose	Shown	Servient Tenement (Burdened Land)	Dominant Tenement (Benefited Land)
Right to Convey Electricity & Telecommunications,	Q	Lot 15 Hereon Lot 17 Hereon	Top Energy Limited
Right to Convey Telecommunications,	P	Lot 17 Hereon	Chorus NZ Limited

AMALGAMATION CONDITIONS

'That Lot 17 Hereon (Legal Access) be held as to eight undivided one eighth shares by the owners of Lots 3 - 10 Hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith. See

'That Lot 16 Hereon (Common Lot) be held as to fifteen undivided one fifteenth shares by the owners of Lots 1 - 15 Hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith. See



Areas shown A & Z are subject to an existing Land Covenant (Height Restriction) See TR D302021.2

Areas shown K, L, M, N & O are subject to an existing Land Covenant Consent Notice) See 5457207.2

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF WILLIAMS & KING AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KING

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.

APPROVED PLAN

Local Authority: Far North District Council

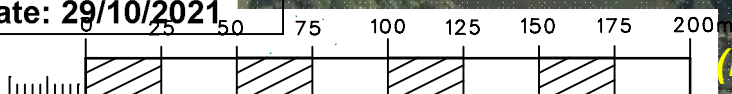
Planner: hkane

Total Area: 24.8260ha (CT)
Comprised in: R.O.T 821886

RC: 2220047-RMACOM

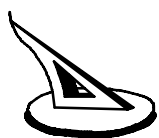
Date: 29/10/2021

Levels in terms of: MSL
Contour interval is: 1.0



Crown Land
Sec 58 Land
Act 1948
(Marginal Strip)

Prepared for: Waitoto Developments Ltd



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

Ph: (09) 407 6030
Email: kerikeri@saps.co.nz

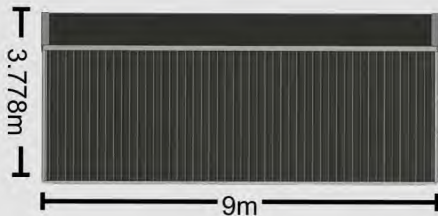
27 Hobson Ave
PO Box 937 Kerikeri

Proposed Subdivision of Lot 4 DP 520750

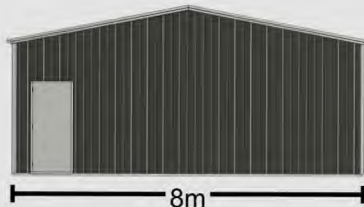
Survey Design Drawn	Name	Date
CW	CW	Dec 2020
Rev		July 2021

ORIGINAL SCALE	SHEET SIZE
1:2500	A3

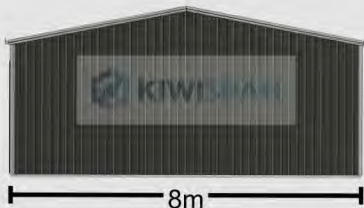
23147
Waitoto



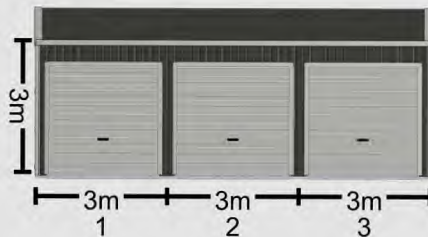
Back
(Eastern Elevation)



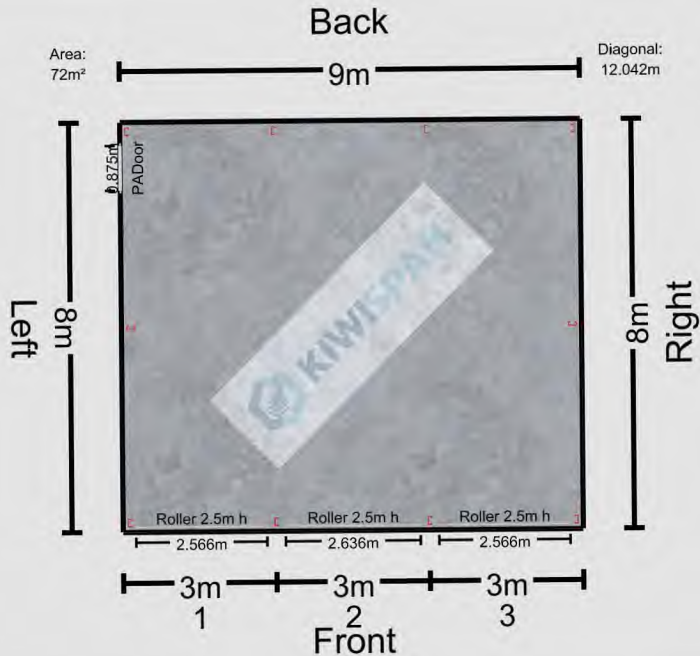
Left
(Northern Elevation)



Right
(Southern Elevation)



Front (Western Elevation)





14th August 2025

Natalie Watson
Williams & King
27 Hobson Ave
Kerikeri

Dear Natalie

Re: Lot 9 Waitete Heights Lane – B & A Larsen

I have been engaged by Bob & Anne Larsen to address Consent Conditions 4m(xiii) and 4m(xiv) for RC 2220047-RMACOM as detailed below.

Condition 4m (xiii)

In conjunction with the building consent application for any building on the Lot, provide a Landscape Integration Plan prepared by a suitably qualified person which identifies:

- i. *The location of the existing Structure Planting on the site. If there are any gaps or areas of this planting that are missing, the Lot owner shall identify these areas and the replacement plants needed to fill them on the Landscape Integration Plan. Any replacement plants shall be of a native species.*
- ii. *Location and species of the Specimen Tree Plantings to be implemented.*
- iii. *All buildings and driveways proposed on the Lot, including the extent of all earthworks and how these will be treated, i.e. re-grassed, re-vegetated or use of retaining walls.*
- iv. *Additional landscape amenity plantings in the form of foreground and backdrop plantings required to blend the built structures into the landscape so the rural and visual amenity values are maintained and so that built development does not dominate the landscape.*
- v. *The proposed landscaping shall be in accordance with Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021 and provided with RC 2220047-RMACOM.*

The Lot owner shall implement the planting shown on the Landscape Integration Plan (as required above) within 12 months of the Code of Compliance Certificate being issued and maintain the planting thereafter in accordance with the Landscape Planting Implementation and Maintenance as described in Appendix 5 Subdivision Landscape Enhancement and Mitigation plan dated 17 March 2021.

Condition 4m (xiv)

The Design Guidelines listed under the headings 'Building Form', 'Building Materials and Finishes', 'Ancillary Structures', 'Water Tanks', 'Driveway and Parking Areas', 'Earthworks' and Landscape Design Guidelines listed under the headings 'Landscaping', 'Outdoor Living Areas', 'Swimming Pools', 'Grading and Drainage' and 'Outdoor Lighting' in the Landscape and Visual Effects Assessment by Hawthorn Landscape Architects dated 9th July 2021 shall be adhered to for any built development on the site. In conjunction with any building consent application, a registered landscape architect shall provide confirmation that the Design Guidelines have been met.



Individual Lot Landscape Integration Plan

A Landscape Integration Plan has been prepared for Lot 9 that is in general accordance with Appendix 5 Subdivision Landscape Enhancement and Mitigation Plan dated 17 March 2021. The attached Landscape Integration Plan identifies the following:

- Location of the existing Structure Planting on the site (that was implemented by the developer).
- Location and species make-up of the Specimen Tree Plantings to be implemented by the new lot owner,
- All buildings and driveways proposed on the lot, including the extent of all earthworks and how these will be treated,
- Specifies additional landscape amenity plantings which will blend the built structures into the landscape, so the rural and visual amenity values are maintained and built development does not dominate the landscape.

Several clusters of specimen trees have been located on Lot 9 to enhance the amenity values of the development and soften views between building sites and blend the proposed dwelling site into the landscape.

The proposed landscape plantings will assist with integrating the proposed buildings into the landscape and minimise any potential adverse landscape and visual effects and retain amenity values.

The proposed landscaping is compatible with and complementary to the existing natural landscape patterns and elements, and its rural-residential setting.

The attached Landscape Integration Plan meets the requirements of consent condition 4m (xiii)

Building Design Guidelines

The proposed development is required to meet the following building design guidelines so that future built development on the property can achieve a high level of integration. The building design guidelines control aspects such as building height, colours, reflectivity, design style, form, and scale.

Building Form

Building style, colour and form play a significant role in determining how well a building fits into the landscape. Buildings of a similar size, scale and mass to each other and painted recessively appear to belong and are less visually obtrusive. Similarly buildings that reflect regional architectural styles appear to belong more readily than 'imported styles'.

Various building styles are possible; however, the following general guidelines will assist in diminishing the visual impact of structures in the landscape:

- *Building form shall flow with and follow the topography of the site,*

- The form of large buildings shall be broken up or indented to provide visual interest and shadows.
- Stepping a buildings down a slope rather than constructing one single tall downhill façade shall be required.
- Buildings on slopes shall be 'grounded' in the site by being dug into the hill slide, with any undersides of buildings or deck areas being enclosed to avoid sightlines to the underside of the buildings.
- Buildings height of no greater than 6.5 meters above ground level.



Figure 1: Architectural Elevations

Comment:

The proposed building site has been dug into the slope so that a flat building platform is created and so the structures sit into the landscape rather than protruding above it. The height of the dwelling and future shed is under the 6.5m height limit. The shed is proposed to be located next to the dwelling and will be coloured a dark green.



Building Materials and Finishes

Building colours from the A and B Group of the BS 5252 colour chart shall be used. The light reflectance values for the exterior roof colours shall not exceed 30% and the exterior walls shall not exceed 40%.

It is recommended to use natural and textural materials, and make use of architectural features such as verandahs, pergolas and large eaves to create shadow. These will all cast shadows on windows and ranch sliders thus limiting the reflectivity of the facades of the house.

Comment:

The house and shed will be coloured so that the colours are from the A and B Group of the BS 5252 colour chart. The light reflectance values for the exterior roof colours will not exceed 30% and the exterior walls will not exceed 40%.

The building design is interesting with porches and overhangs that create shadows. The building materials will be metal tile roofing and 70 series brick veneer exterior cladding.

Ancillary Structures

All ancillary structures which are separate from the primary residence (such as guest quarters, garages, storage sheds) shall be designed to complement and integrate with the primary residence. The use of landscape plantings to connect these structures with the main residence is required.

Comment:

The shed is located so that it integrates with the main dwelling. Landscape plantings next to the water tanks behind the shed have been used to visually connect the structures.

Water tanks

Water tanks, if not placed underground, shall be designed to integrate with the overall design of the main structures. Tanks that are placed above ground shall be screened by the landscape amenity plantings.

Comment:

The water tanks will be screened by landscaping.

Driveways and Parking Areas

Parking areas shall be integrated with the overall design of the residence and landscaping.

If site contours would otherwise require extensive excavation to form parking spaces, vehicle and or boat storage should be separated from the house. Driveways should follow the natural contours of the land and avoid sharp angles or long straight sections.



Driveways shall be designed to suit rural character. Kerbs should be avoided or use low profile kerbs formed with dark grey concrete oxide and use chip seal or loose road metal. The use of swales to provide drainage should be encouraged.

Comment:

The parking areas have been integrated with the overall design of the dwelling and shed parking and manoeuvring areas. The driveway will be grey metal with swales and will be visually recessive.

Earthworks

Earthworks shall be graded gradually into adjacent contours. Earthworks that create sharp and large batters that are difficult to revegetate should be avoided.

Comment:

The earthworks required are not large scale. The two small areas of cut batters will be revegetated with landscape amenity plantings.

Overall, the development meets the building design guidelines and therefore complies with consent condition 4m (xiv). The proposal also complies with condition 4m (xiii) as illustrated on the attached Landscape Integration Plan.

Yours sincerely

Christine Hawthorn
BLA (Hons.)
Hawthorn Landscape Architects Ltd.

Attached: Landscape Integration Plan



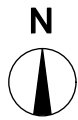
11.08.2025

Landscape Integration Plan

Larsen
62 Waitete Heights Lane
Redcliffs Kerikeri

Scale	Drawn By
1:500 @ A3	Cad Design
Drawing #	Rev #
1.0	A

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5. All construction work based on these plans is to comply with relevant local authority regulations and all NZ building codes and standards.



Plant Schedule

Code	Qty	Botanical Name	Common Name	Schedule Size
Grli	9	Griselinia littoralis 'Broadway Mint'	Hedge	PB8
Hygn	19	Hymenosporum 'Gold Nugget'	Lime green foliage	PB5
Lolt	29	Lomandra 'Lime Tuff'	Lomandra var.	PB5
Lota	65	Lomandra longifolia 'Tanika'	Lomandra Grass	PB5
Memp	4	Metrosideros 'Maori Princess'	Pohutukawa	PB18
Nafp	24	Nandina 'Firepower'	Nandina var.	PB5
Picr	9	Pittosporum crassifolium	Karo	PB5
Pili	10	Pittosporum Limelight	Var fol.	PB5
Pisi	18	Pittosporum Ralphii Stephens Island	Stephen Is. Pitto	PB5
Pyar	3	Pyrus calleryana 'Aristocrat'	Ornamental Pear	PB18
Sasb	19	Salvia 'Santa Barbara'	Salvia sp.	PB5

11.08.2025

Enlarged Landscape Integration Plan

Larsen
62 Waitete Heights Lane
Redcliffs Kerikeri

Scale	Drawn By
1:300 @ A3	Cad Design
Drawing #	Rev #
2.0	A

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0 10 15 m



Grli

Griselinia littoralis 'Broadway Mint'



Hygn

Hymenosporum 'Gold Nugget'



Lolt

Lomandra 'Lime Tuff'



Lota

Lomandra longifolia 'Tanika'



Memp

Metrosideros 'Maori Princess'



Nafp

Nandina 'Firepower'



Picr

Pittosporum crassifolium



Pili

Pittosporum Limelight



Pisi

Pittosporum Ralphii Stephens Island



Pyar

Pyrus calleryana 'Aristocrat'



Sasb

Salvia 'Santa Barbara'

Landscape Planting Implementation + Maintenance

Implementation Scope

The scope of the planting is:

- Preparation of planting areas;
- Timing of planting;
- Plant material;
- Siting of plants in accordance with the planting plan;
- Planting;
- Watering in newly planted shrubs, and;
- General maintenance, and;
- Weed pest and disease control.

Preparation of Planting Areas

- Undertake clearance of any exotic weed species. No native vegetation shall be removed.
- The initial weed control should be carried out during the autumn months prior to the winter planting, when plants are still actively growing and therefore more susceptible to herbicides.
- Blanket spray planting areas three weeks before planting. A follow up spray should be applied if required.
- Apart from grasses one of the main weeds that may require spraying is gorse. For gorse the following is recommended:

For Gorse spray:

- Spray with 5g metsulfuron-methyl (600g/kg e.g. Escort®) + 10 ml penetrant per 10 litres water; or
- Gun and hose at a rate of 35g metsulfuron-methyl + 100ml penetrant per 100 litres water.

For grasses spray:

- Spray 100ml glyphosate (e.g. Roundup)+ 20ml penetrant per 10litres water

Timing of Planting

- Planting shall only be undertaken between the months of April to September. If planting is undertaken early or late in the season, plants should be irrigated during any dry periods.

Plant Material

- Plants shall be purchased from a reputable nursery. All plants shall be best nursery stock, being healthy and vigorous. Root systems shall be well developed and in balance with the amount of foliage growth of the plant.
- Root-bound plants or those with badly spiraling root systems shall not be acceptable. Plants should have a root ball of fine, fresh root growth. This should be sliced through vertically with a sharp knife when removing the planter bag.
- Plants are to be planted as soon as possible after delivery and no later than 3 days after delivery.

Siting of Plants

- Planting shall be in accordance with and as shown on the Proposed Landscape Concept Plans.

Planting

- In areas where mass planting/total vegetation replacement is proposed a 150mm layer of 50/50 mix locally sourced compost and topsoil should be placed over the whole area to receive planting. More of this soil/compost mix should also be mixed into individual plant holes during planting (as described below).
- Hessian matting to be placed over any steeper areas or those close to a water source to prevent excessive runoff.
- Plants should be well watered in their containers prior to planting.
- Holes for the larger (pb3 and above) plants should be dug approximately 1.5 times wider than the root ball, so that the roots are not cramped. Some loose soil should be left in the bottom of the hole to aid root growth and drainage.
- Approximately one tablespoon of good quality eighteen to twenty-four month slowrelease fertiliser should be placed in the bottom of the plant hole, and mixed in with the loose soil, ensuring that the fertiliser is not sitting directly on the roots (as it may burn them).
- Soil returned around the roots should be firmed with the foot, with a small amount of loose soil left at the top of the hole.
- Holes for large plants may exceed the depth of topsoil. In these cases the subsoil is to be thoroughly broken and well mixed with topsoil, which has been added as a 100mm layer to the bottom of the planting hole. Any compacted soil pan is to be thoroughly broken by relevant measures ensuring good root penetration and drainage.
- Individual specimens should be planted approx 50mm proud of the existing ground level to prevent waterlogging.
- The base of the planting hole is to be filled and firmed with backfilling material to a level where the top of the plant root ball is level with surrounding ground.
- All care shall be taken to keep the root ball of the plant intact during placement.
- Finish all newly planted areas with a 70mm layer of locally sourced, high quality mulch.

Specimen Tree Planting

- Ground preparation to take place prior to planting; consisting of a 1m³ hole for each pb95 grade tree. Integrate existing soil within this hole with a 50/50 mix of locally sourced compost and topsoil.
- Trees should be planted approx 50mm proud of the existing ground level to prevent waterlogging.
- Finish with a 70mm layer of locally sourced, high quality mulch to a 1m diameter around tree trunk, do not mound up around trunk.
- Stake trees with appropriate wooden stakes and soft tree tie.


Watering In

Immediately after planting all of the plants are to be thoroughly watered until the planting hole is saturated. The foliage of plants is also to be thoroughly wetted. This is to be done even if soil conditions are already wet.

General Maintenance

- Maintenance weed control should commence within three months following the planting, and then twice annually (see table 1.1 for maintenance timing).
- Maintenance shall be undertaken for a minimum period of 3 years following practical completion in accordance with this specification and the accompanying plan.
- Care should be taken to identify and control any weeds that may have been introduced to the property in potting mix associated with the new plants.
- All weeds should be cleared from the site by appropriate physical and chemical control. The majority of weeds growing close to the plant can be pulled by hand (taking care not to damage the roots of the plant) or, if appropriate, sprayed with herbicide by an experienced operator.
- During this three-year maintenance programme, any dead plants will need to be replaced.
- An annual top up of mulch is required throughout all mass planted areas, and around each specimen, to achieve a 70mm layer.

Table 3.1		Time of Year to Complete Tasks											
Maintenance Task	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maintenance weeding around specimen trees and in all mass planted areas.	2x annually												
Top up of mulch on all trees and mass planted areas to achieve a 70mm layer.	2x annually												
Removal and replacement of any damaged or dead specimens.	1x annually												
Selective pruning/trimming of specimen trees to remove any dead wood or damaged growth and to maintain healthy vigour and good form.	1x annually												

 HAWTHORN Landscape Architects	
11.08.2025	
Implementation + Maintenance Larsen 62 Waitete Heights Lane Redcliffs Kerikeri	
Scale	Drawn By
no scale	Cad Design
Drawing #	Rev #
4.0	A
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