

30th September 2024

District Services – Resource Consents
Far North District Council
Private Bag 752
Kaikohe 0440

Attention Team Leader Resource Consents

RESOURCE CONSENT APPLICATION BY STEPHANIE GODSIFF FOR A PROPOSED SUBDIVISION BEING LOCATED AT 1 & 3 JOHNSON LANE, HARURU.

Zenith Planning Consultants have been engaged by the Stephanie Godsiff to prepare a subdivision resource consent application relating to essentially the changing of two existing cross lease titles to freehold lots for 1 & 3 Johnson Lane, Haruru.

I have attached the following information in support of the application:

- Completed Application Form
- Planning Report and Assessment of Effects
- Scheme Plan
- Current Certificate of Title and Legal Instruments

The applicant has paid the application fee for a subdivision on the 27th September 2024 using the reference “Godsiff RC”.

Should you have any queries in respect to this application please contact me.

Yours faithfully



Wayne Smith

Zenith Planning Consultants Ltd

Principal | Director

BPlan | BSocSci | MNZPI

wayne@zenithplanning.co.nz

mob: +64 (0) 21 202 3898



Office Use Only Application Number:

APPLICATION FOR RESOURCE CONSENT OR FAST-TRACK RESOURCE CONSENT

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA))

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

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

1. Pre-Lodgement Meeting

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

2. Type of Consent being applied for (more than one circle can be ticked):

- Land Use
- Fast Track Land Use*
- Subdivision
- Discharge
- Extension of time (s.125)
- Change of conditions (s.127)
- Change of Consent Notice (s.221(3))
- Consent under National Environmental Standard (e.g. Assessing and Managing Contaminants in Soil)
- Other (please specify) _____

***The fast track for simple land use consents is restricted to consents with a controlled activity status and requires you provide an electronic address for service.**

3. Would you like to opt out of the Fast Track Process? No

4. Applicant Details:

Name/s: Stephanie Rata Godsiff _____

Electronic Address for Service (E-mail):

Phone Numbers:

Postal Address: (or alternative method of service under section 352 of the Act)

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5. Address for Correspondence: Name and address for service and correspondence (if using an Agent write their details here).

Name/s: Zenith Planning Consultants Limited, Attention Wayne Smith

Electronic Address for Service (E-mail):

Phone Numbers:

Postal Address: (or alternative method of service under section 352 of the Act)

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

6. 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: Stephanie Rata Godsiff (Flat 1), Angela Marilyn Bowey (Flat 2)

Property Address/
Location: 1 & 3 Johnson Lane, Haruru

7. Application Site Details:

Location and/or Property Street Address of the proposed activity:

Site Address/
Location: 1 & 3 Johnson Lane, Haruru

Legal Description: Flat 1 Deposited Plan 118746
Flat 2 Deposited Plan 127936
All having a half share of Lot 1 Deposited Plan 76469

Certificate of Title: NA68B/238 and NA74C/583

Site Visit Requirements:

Is there a locked gate or security system restricting access by Council staff?

No

Is there a dog on the property?

Yes

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.**

Please contact Steph on 021 122 9307 prior to undertaking the site visit.

8. Description of the Proposal:

Please enter a brief description of the proposal here. Attach a detailed description of the proposed activity and drawings (to a recognized scale, e.g. 1:100) to illustrate your proposal. Please refer to Chapter 4 of the District Plan, and Guidance Notes, for further details of information requirements.

Subdivision of Flat 1 Deposited Plan 118746 and Flat 2 Deposited Plan 127936 each having a half share of Lot 1 Deposited Plan 76469 (two existing cross lease titles) to create two freehold lots

If this is an application for an Extension of Time (s.125); Change of Consent Conditions (s.127) or Change or Cancellation of Consent Notice conditions (s.221(3)), please quote relevant existing Resource Consents and Consent Notice identifiers and provide details of the change(s) or extension being sought, with reasons for requesting them.

9. Would you like to request Public Notification?

No

10. Other Consent required/being applied for under different legislation (more than one circle can be ticked):

- Building Consent (to be applied for) Regional Council Consent (see attached)
- National Environmental Standard consent Other (please specify)

11. 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 (further information in regard to this NES is available on the Council's planning web pages):

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? (If the activity is any of the activities listed below, then you need to tick the 'yes' circle). yes no don't know

- Subdividing land Changing the use of a piece of land
- Disturbing, removing or sampling soil Removing or replacing a fuel storage system

12. 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.

Please attach your AEE to this application.

13. 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 all names in full) see separate sheet

Email: _____

Postal Address: _____

_____ Post Code: _____

Phone Numbers: Work: _____ Home: _____ Fax: _____

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 print)

Signature: _____ (signature of bill payer – **mandatory**) Date: _____

14. Important Information:

Note to applicant

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

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

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

Fast-track application

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

Privacy Information:

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.

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

Name: Wayne Smith _____ (please print)

Signature  _____ (signature)

Date: 30th September 2024

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

Checklist (please tick if information is provided)

- ✓ Payment (cheques payable to Far North District Council) – Estimated fee has been paid by online banking
- ✓ A current Certificate of Title (Search Copy not more than 6 months old)
- ✓ 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.

Digital Applications may be submitted via E- mail to: Planning.Support@fndc.govt.nz

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

UNBOUND

SINGLE SIDED

NO LARGER THAN A3 in SIZE

10. Other Consent required/being applied for under different legislation (more than one circle can be ticked):

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

11. 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 (further information in regard to this NES is available on the Council's planning web pages):

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? (If the activity is any of the activities listed below, then you need to tick the 'yes' circle). yes no don't know

- Subdividing land Changing the use of a piece of land
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Please attach your AEE to this application.

13. 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 all names in full) Stephanie Rata Godsiff

Email:

Postal Address:


Phone Numbers:



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.

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Name: Stephanie Godsiff (please print)

Signature:  (signature of bill payer - **mandatory**) Date: 24/09/2024

Planning Report and Assessment of Effects

Proposed Subdivision Resource Consent

Stephanie Godsiff

1 & 3 Johnson Lane, Haruru

PLANNING REPORT AND ASSESSMENT OF EFFECTS

APPLICATION AND SITE DESCRIPTION

1.01 Zenith Planning Consultants have been engaged by Stephanie Godsiff to prepare and lodge a subdivision resource consent for two properties located at 1 & 3 Johnson Lane, Haruru. The application site is zoned Residential under the Far North Operative District Plan.

1.02 The application site comprises two cross lease properties noted as follows:

- Flat 1 Deposited Plan 118746
- Flat 2 Deposited Plan 127936

Each flat has a half share of the underlying title – Lot 1 Deposited Plan 76469, and also having a share in the existing Access Lot legally described as Lot 1 DP 76469.

The proposed freehold lot sizes are reflective of the existing cross lease arrangements and are as follows:

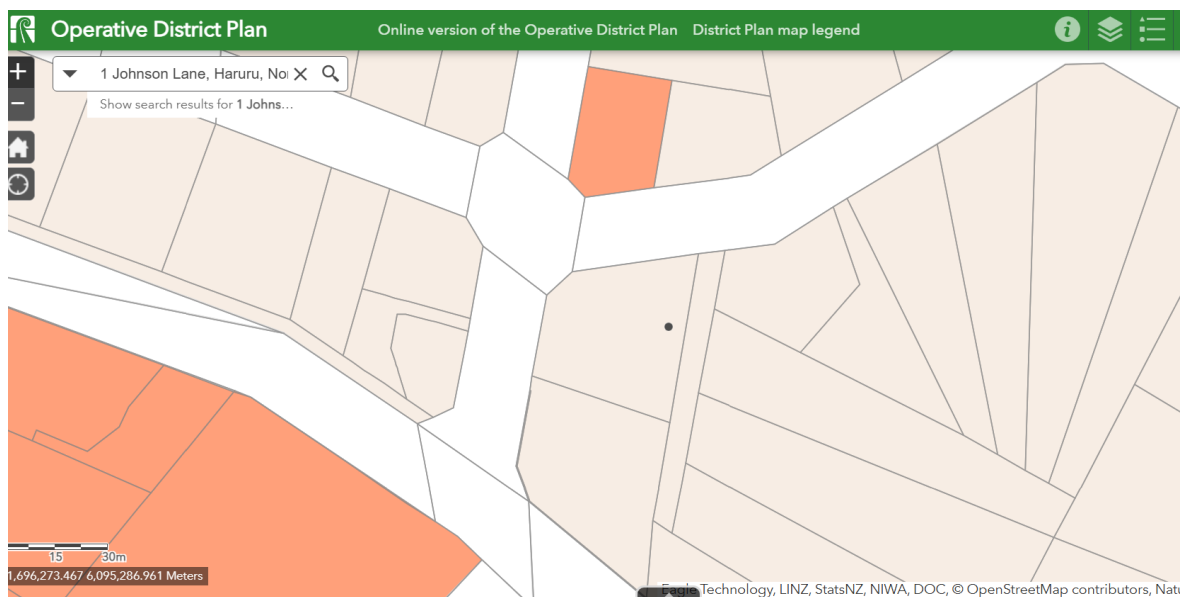
Proposed Lot 1	892m ²
Proposed Lot 2	637m ²

Each proposed lot will also have an undivided 1/12th share of Lot 1 DP 76469 which does not change the existing entitlement arrangement or the number of users. An amalgamation condition reflective of the proposed change will need to be approved by Land Information New Zealand.



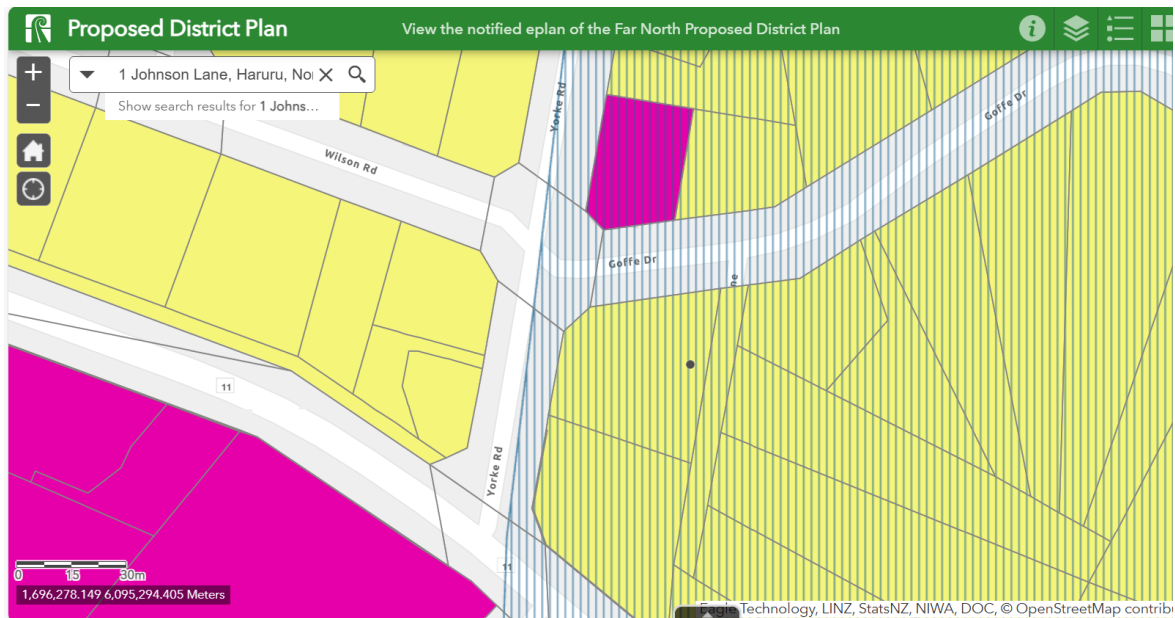
The application site – The underlying title contains two houses at the beginning of Johnson Lane between Yorke Road and Johnson Lane in Haruru.

- 1.03 The application sees the existing Cross Lease arrangement cancelled and replaced with two freehold lots as noted on the survey plan. There are no changes to the current exclusive areas as denoted on the respective Flats Plans with the proposed lots reflective of the current cross lease arrangements. With no changes proposed, this avoids any changes to boundary treatments within the respective lots. Cross lease boundaries are not shown on many cadastral plans and therefore in both the Operative and Proposed District Plan 1 & 3 Johnson Lane are shown as one lot despite the property having two separate owners and the Operative District Plan recognising that there are two sites.
- 1.04 The Operative District Plan recognises and defines cross lease sites as a separate site for the purposes of any rule which makes reference to the word site. This means that effectively there are no additional sites created by this proposal and the only change being a change of land tenure. This is different to the former BOI District Plan which created the cross lease arrangements involved in this application. Under this former plan, the cross lease areas were not treated as separate sites. Fortunately, this former definition does not apply in this instance.
- 1.05 Each site has an existing dwelling and accessory buildings as depicted on the scheme plan. The impermeable surfaces for each of the proposed lots are noted and compliant with the allowances for the zone. It must be noted that the development on each lot is fully consented and therefore there are no outstanding issues on this aspect. The notional boundary of the cross lease is the proposed boundary between each of the proposed lots and the existing buildings on each lot comply with setbacks and sunlight considerations. The sites are well established residential properties and have mature gardens including perimeter fencing.



The application site is zoned Residential under the Operative District Plan.

- 1.06 Each of the proposed lots are fully serviced with Council's water, wastewater, and stormwater provided or available to the lots. The proposed subdivision does not require any changes to the existing infrastructure. Each of the proposed lots will retain their legal interest in the Access Lot which services all properties on Johnson Lane. An amalgamation condition reflective of the changes is detailed on the survey plan.
- 1.07 Council is in the process of preparing a new district plan to replace the current operative plan. The process is lengthy, but progressing, with the Proposed Far North District Plan first notified on 27th July 2022 when submissions were invited to be made. The Council has since produced a summary of submissions and closed the further submissions process. Council is currently holding hearings for submissions which will see the appointed Commissioners finalise the plan provisions. Under the Proposed District Plan, the site is zoned General Residential and has a coastal environment overlay (vertical hash) over part of the application site.



Planning Maps for the application site from the Proposed District Plan noting the zoning as General Residential but also includes a Coastal Environment notation (vertical hash).

- 1.08 For the purposes of the application, consultation with Chorus and Top Energy was completed with both agencies having no requirements for the proposed subdivision. With no changes proposed to the onsite development and no changes to the lot arrangements (other than the change to land tenure), no person are deemed to be potentially affected.

APPLICATION PROPOSAL

- 2.01 The application being considered is a subdivision which changes the existing titles from cross lease to freehold. There are no changes to the existing restricted areas with the

only other change being a change in the share of the Access Lot (Johnson Lane) which serves the application site.

- 2.02 In reviewing the existing built development against the proposed lot boundaries, there is no breach of any rules within the district plan which would apply. The change in definition of site under the Operative District Plan resulted in the notional boundary becoming effectively the site boundary for the purposes of the district plan. There is no requirement for retrospective landuse consents with all development on site complying with the new proposed lot boundary.

OPERATIVE PLAN

- 2.03 The site is zoned Residential and the rules for subdivision are noted within Table 13.7.2.1 of the Far North Operative District Plan. The Proposed Plan is not applicable from a subdivision perspective with respect to lot size.

Residential Zone

- Controlled Lot size – minimum of 600m²
- Discretionary – minimum of 300m²

The proposed lot sizes that change the cross lease areas to freehold are as follows:

- Proposed Lot 1 – 892m²
- Proposed Lot 2 – 637m²

- 2.04 The proposed lots are greater than the 600m² minimum lot size for a Controlled Activity and therefore complies with this requirement. There are no other matters in which the proposed subdivision and existing development do not comply.

The Subdivision Application is a Controlled Activity

PROPOSED DISTRICT PLAN

- 2.05 As noted previously, the majority of rules within the Proposed District Plan do not have legal effect until such time as Council publicly notifies its decisions on submissions. There are however certain rules that have been identified in the proposed plan which have immediate legal effect and that may therefore apply and need to be considered in assessing this application. Such rules may affect the activity status of the application.
- 2.06 The rules for hazardous substances, scheduled sites or areas of significance to Maori, significant natural areas, or a scheduled heritage resource do not apply as none of these aspects are applicable to the site. Additionally, Heritage Area Overlays, historic heritage rules, excavation and filling, and Notable Trees are also not applicable.
- 2.07 It is therefore contended that there are no rules which the application breaches or that are required to be considered. Given the application status it is not necessary to consider the relevant objectives and policies.

ASSESSMENT OF EFFECTS

- 3.01 With the subdivision being a Controlled Activity, Council shall grant consent to the application but still is required to consider matters which are assessed to ensure that appropriate standards are met and that appropriate conditions, as required, can be imposed.
- 3.02 It is necessary to consider the potential of Permitted Baseline and Existing Environment comments in considering the relevant matters to be assessed.

PERMITTED BASELINE

- 3.04 Pursuant to section 104(2) of the Act, when forming an opinion for the purposes of section 104(1)(a) a council may disregard an adverse effect of the activity on the environment if the plan or a NES permits an activity with that effect (i.e. a council may consider the "permitted baseline"). When considering an application for resource consent it is important to reference and place some reliance on Permitted Baseline arguments. This provides the expectation for development proposals within the zone and enables the consideration of the differences between what could be undertaken "as of right" and that which is proposed. When referencing and using Permitted Baseline such arguments should not be fanciful but based on realistic proposals and expectations.
- 3.05 In addition to Permitted Baseline considerations, Existing Use Right considerations could also apply especially where the proposed activity is similar in nature and previously lawfully established.
- 3.06 In this circumstance, any subdivision proposal requires a resource consent application. On this basis it is considered that the Permitted Baseline consideration is not useful to this application. Although a consent is required it is also important to note that a controlled subdivision application such as the one proposed by the applicant, cannot be refused consent.
- 3.07 The existing cross lease is an important part of the proposal in that there are two existing sites with the proposed two new lots matching the existing cross lease arrangement. No additional lots are proposed and no additional development rights will occur from the approval of this application.
- 3.08 The application site has an undivided share in the adjacent Access Lot which is known as Johnson Lane. This access lot is an existing arrangement which was granted consent by Council on or around the time that the underlying titles were created and then the subsequent cross lease titles were issued. The proposal does not create any additional traffic effects and the amalgamation condition simply ensures that the proposed lots continue to enjoy legal access which they currently enjoy through the underlying title.
- 3.09 The existing environment is a key consideration in considering the proposed subdivision. The proposal can be viewed as simply a change of title type and results in each new title that is no longer tied to each other through the cross lease arrangement.

SUBDIVISION ASSESSMENT CRITERIA – EVALUATION

4.01 With the application being a Controlled Activity the following considerations apply as detailed in section 13.7.3. These considerations ensure that appropriate conditions where required are imposed

13.7.3.1 PROPERTY ACCESS (see Chapter 15 Transportation)

A controlled (subdivision) activity application must comply with rules for property access in Chapter 15, namely Rules 15.1.6C.1.1 - 15.1.6C.1.11 (inclusive).

The access to the respective properties already exists and was acceptable to Council through past applications when constructed and established. With the proposal not increasing the number of potential dwellings without landuse consent, it is contended that access provisions are adequate and comply with the requirements of the plan with consented past development.

The existing access is achieved via an access lot with each lot having an undivided share in the access lot. This share as a portion does not change under this proposal. The subtle change sees the previous undivided 1/6th share is now two undivided 1/12th shares. This technical change does not increase the number of users or amend the portion of the access owned by each lot.

There are no matters of concern with respect to the existing access. The potential effects are less than minor.

13.7.3.2 NATURAL AND OTHER HAZARDS

Any proposed subdivision shall avoid, remedy or mitigate any adverse effects of natural hazards.

There are no known hazards relevant to the proposed subdivision. With the sites both developed, there is no areas which cannot be developed for these standard residential properties.

13.7.3.3 WATER SUPPLY

All new allotments shall be provided with the ability to connect to a safe potable water supply with an adequate capacity for the respective potential land uses.....

The application sites are currently connected to Council's reticulated water supply. There does not appear to be any issues around supply for this location including any requirements for fire fighting.

The applicant has the option of installing a water tank should they chose to do so for the purposes of usage over the summer period when water restrictions may apply. There is no requirement for this to occur and no effect which would be mitigated by the roof harvesting water tank. Stormwater from both lots is directed to existing overland flow paths.

13.7.3.4 STORMWATER DISPOSAL

There are several aspects under the stormwater considerations which result in minimum requirements for development or which endorse that which presently exists on the respective lots. It is important to note that the level of impermeable surfaces on each lot is compliant with the maximum allowed for compliance with the permitted threshold. On sites where they are developed a review of the current means of addressing stormwater usually required. If the present system is inadequate, then additional measures may be imposed to address any resultant issue.

The following areas are the main considerations within 13.7.3.4 where these matters are summarised accordingly:

- (a) All allotments shall be provided with a means for the disposal of collected stormwater from the roof of all potential or existing buildings and from all impervious surfaces.
- (b) The preferred means of disposal of collected stormwater in urban areas will be by way of piping to an approved outfall.
- (c) The provision of grass swales and other water retention devices such as ponds and depressions in the land surface may be required by the Council in order to achieve adequate mitigation of the effects of stormwater runoff.
- (d) All subdivision applications creating sites 2ha or less shall include a detailed report from a Chartered Professional Engineer or other suitably qualified person addressing stormwater disposal.

The respective proposed lots contain existing development which complies with the maximum permitted allowance for the Residential Zone. As development has become established the management of stormwater has occurred in an organic fashion matching this as required approach. Several of the considerations are not relevant with the site being within the Council's catchment area. Water will naturally follow overland flow paths and is then directed to suitable outfalls. A portion of the stormwater will be absorbed on site within the grassed areas and gardens.

If the sites were to be developed further in the future, then impermeable surface quantities will be detailed and any mitigation measures imposed with that development. This could be via the Building Consent process or by any future Resource Consent should they be required.

13.7.3.5 SANITARY SEWAGE DISPOSAL

Where an allotment is situated within a duly gazetted district or drainage area of a lawfully established reticulated sewerage scheme each new allotment shall be provided with a piped outfall connected to that scheme.

The existing dwellings on each lot have their own reticulated wastewater connections which appear to be functioning well.

13.7.3.6 ENERGY SUPPLY

All urban Residential allotments shall be provided with the ability to connect to an electrical utility system.

Power supply is readily available to each of the existing dwellings.

13.7.3.7 TELECOMMUNICATIONS

All Residential allotments shall be provided with the ability to connect to a telecommunications system at the boundary of the site.

Existing telecommunication are provided to each dwelling. There are no additional requirements for this service.

13.7.3.8 Easements for any Purpose

Easements for any purpose to be provided and shown on the Survey Plan.

There are no easements proposed which do not already exist.

13.7.3.9 Preservation of Heritage Resources, Vegetation, Fauna and Landscape, and Land Set Aside for Conservation Purposes

There is no flora and fauna, cultural, or heritage resources within the site which require any protection.

13.7.3.10 Access to Reserves and Waterways

The application site does not front onto any reserve or waterways – not applicable.

13.7.3.11 Land Use Compatibility

The proposed subdivision is within a residential area and is not located close to or near to any incompatible land uses which could impact on the use of the lots for residential purposes.

13.7.3.12 Proximity to Airports

Not applicable

ASSESSMENT OF EFFECTS CONCLUSION

4.02 The subdivision is a controlled activity and is considered to be an appropriate for the Residential Zone. The existing site comprises two cross lease properties with this application sees it changing from cross lease properties to freehold properties. There are no changes to the proposed lot sizes and to any parts of the existing exclusive cross lease areas.

- 4.03 With each proposed lot containing a residential dwelling it is important to consider the existing development and its relationship with the new lot size and boundaries. Changes made within the Operative District plan do not distinguish between cross lease and free hold titles with each title being called a site if the Flats Plan had approval and a title. The change essentially results in the previous notional boundary changing to a boundary and all calculations relating to the exclusive area unless there was a common area.
- 4.04 The sites are developed with all services provided to the respective lots. The lots enjoy reticulated water, wastewater, and stormwater and additionally have existing electricity and telecommunications. Access is provided via an existing Access Lot in which the new proposed lots will have a share in the title. The proposal does not generate any additional traffic with the sites already developed and with access considered to be adequate for the existing circumstances. It is considered that no additional conditions need to be imposed.
- 4.05 The future development or intensification of the respective lots may result in additional effects which would need to be addressed. The existing development on the sites remains permitted with the new lot boundaries.
- 4.06 The assessment of effects does not identify any matters of concern with no conditions considered to be necessary. The proposal is considered to represent a positive development for the immediate area with no adverse effects created or effects which could be considered as minor or more than minor. The proposal provides for the social and economic well being of the landowners.

5.0 OPERATIVE DISTRICT PLAN – OBJECTIVES AND POLICIES

- 5.01 With the application for subdivision being a Controlled Activity the proposal is considered to be consistent with the relevant objectives and policies of the District Plan. Notwithstanding this conclusion, a brief review of relevant objectives and policies has been completed. With the existing built form complying with the permitted development standards, there is no landuse component.
- 5.02 The existing access arrangements are noted previously and it is contended that this is simply a re-apportionment of the existing entitlement for each new lot with no net change to the existing entitlements.
- 5.03 The following Objectives and Policies are considered to be the most relevant to the application with consideration only of the subdivision chapter.

SUBDIVISION

13.3 OBJECTIVES

- 13.3.1 To provide for the subdivision of land in such a way as will be consistent with the purpose of the various zones in the Plan, and will promote the sustainable management of the natural and physical resources of the District, including airports and roads and the social, economic and cultural well being of people and communities.
- 13.3.2 To ensure that subdivision of land is appropriate and is carried out in a manner that does not compromise the life-supporting capacity of air, water, soil or

ecosystems, and that any actual or potential adverse effects on the environment which result directly from subdivision, including reverse sensitivity effects and the creation or acceleration of natural hazards, are avoided, remedied or mitigated.

- 13.3.10 To ensure that the design of all new subdivision promotes efficient provision of infrastructure, including access to alternative transport options, communications and local services.

13.4 POLICIES

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

(d) amenity values;
(g) existing land uses.

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

- 13.4.4 That in any subdivision where provision is made for connection to utility services, the potential adverse visual impacts of these services are avoided.

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

- 13.4.14 That the objectives and policies of the applicable environment and zone and relevant parts of Part 3 of the Plan will be taken into account when considering the intensity, design and layout of any subdivision.

COMMENTARY ON OBJECTIVES AND POLICIES

- 5.04 As previously noted, the proposed allotment configuration complies with the Controlled requirements and is subject to satisfactorily meeting the usual design expectations the application can be approved. Many of the above objectives and policies is that they reinforce the effects to be considered and ensures that the intent of the respective rules and their assessment thereof is complete. With development already existing and permitted standards the intent of the zone is met, with development acceptable within the receiving environment.
- 5.05 The proposed subdivision is assessed as being consistent with the pattern of development within the immediate area and beyond and is considered to satisfy the intent of the plan.
- 5.06 The proposed subdivision will provide a more efficient type of land tenure by replacing the existing cross lease arrangement with free hold lots. This will provide more surety for each landowner and ensure that the existing legal relationship of sharing an underlying title is removed. This also removes the burden of continued survey plan updates every time the building platforms are changed.
- 5.07 All physical requirements and access has existing use rights or is permitted and on this basis is consistent with the objective and policies of the plan.

PROPOSED FAR NORTH DISTRICT PLAN

5.08 The proposed district plan is presently progressing through the hearing of submissions phase which is expected to be completed in August 2025 based on the current timetable. Relevant reports and recommendations are being prepared by Council staff and consultants which include making recommendations on matters raised within the submissions. The subdivision rules for the General Residential and Coastal Environment overlay do not apply to the application because they have no immediate legal effect. With the application status being a Controlled Activity it is unnecessary to consider the relevant Objectives and Policies from the Proposed Plan and for this reason no assessment has been undertaken. The weighting afforded to the proposed district plan with this status is minor.

6.0 REGIONAL PLANNING CONSIDERATIONS

6.01 The application status as a Controlled Activity does not require any consideration of regional planning documents.

6.02 There have been no suggestions of redevelopment occurring within either lot and if this were to occur then full consideration of relevant planning requirements would be undertaken.

6.03 The proposal is considered to be consistent with objective and policy considerations from the Regional Planning Documents.

7.0 PART 2 CONSIDERATIONS

7.01 The application does not conflict with any matter or consideration under Part 2 of the Act. The proposal provides for the social and economic well-being of the district by enabling appropriate subdivision to occur which results in the potential effects of the proposal being less than minor.

7.02 It is therefore contended that the proposed subdivision is appropriate and consistent with the purpose of the Act.

8.0 NOTIFICATION ASSESSMENT S95A TO 95G OF THE ACT

8.01 Sections 95A to 95G require Council to follow specific steps in determining whether to notify an application. In considering the conclusions findings within this report are relied upon.

8.02 [Public Notification section 95A](#)

[Step 1](#)

Mandatory public notification in certain circumstances

- (a) the applicant has requested that the application be publicly notified:
- (b) public notification is required under section 95C:
- (c) the application is made jointly with an application to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

The applicant has not requested public notification and none of the remaining matters as described are applicable.

Step 2 Public Notification precluded in certain circumstances

The criteria for step 2 are as follows:

- (a) the application is for a resource consent for 1 or more activities, and each activity is subject to a rule or national environmental standard that precludes public notification:
- (b) the application is for a resource consent for 1 or more of the following, but no other, activities:
 - (i) a controlled activity:
 - (ii) a restricted discretionary or discretionary activity, but only if the activity is a subdivision of land or a residential activity:
 - (iii) a restricted discretionary, discretionary, or non-complying activity, but only if the activity is a boundary activity:
 - (iv) a prescribed activity (see section 360H(1)(a)(i)).

The subdivision itself is assessed as a controlled activity. The application is precluded from public notification.

Step 3 – Public Notification required in certain circumstances

The criteria for Step 3 are as follows:

- (a) the application is for a resource consent for 1 or more activities, and any of those activities is subject to a rule or national environmental standard that requires public notification:
- (b) the consent authority decides, in accordance with section 95D, that the activity will have or is likely to have adverse effects on the environment that are more than minor.

The NES Regulation (contaminated land) is not relevant to this application as there has been no uses undertaken within the application site which qualify as an activity on the HAIL list. Furthermore, NRC records confirm there are no known contaminated sites within the application site.

As noted above the application is precluded from Public Notification.

8.03 Affected Persons Assessment – Limited Notification Section 95B

If the application is not required to be publicly notified, a Council must follow the steps of section 95B to determine whether to limited notify the application.

Step 1: certain affected groups and affected persons must be notified

- (2) Determine whether there are any—
 - (a) affected protected customary rights groups; or

- (b) affected customary marine title groups (in the case of an application for a resource consent for an accommodated activity).

There are no protected customary rights or customary marine titles which apply to the application site.

Step 2: if not required by step 1, limited notification precluded in certain circumstances
The criteria for step 2 are as follows:

- (a) the application is for a resource consent for 1 or more activities, and each activity is subject to a rule or national environmental standard that precludes limited notification:
- (b) the application is for a resource consent for either or both of the following, but no other, activities:
- (i) a controlled activity that requires consent under a district plan (other than a subdivision of land):
 - (ii) a prescribed activity (see section 360H(1)(a)(ii)).

The application is precluded from Limited Notification as the application is a Controlled Activity.

8.04 Notification Assessment Conclusion

Pursuant to sections 95A to 95G it is recommended that the Council determine that the application can be processed non-notified for the following reasons:

- The application is a controlled subdivision application and therefore is precluded from public or limited notification.
- In accordance with section 95A(9) and 95B(10), there are no special circumstances to require public or limited notification.

9 SUMMARY

9.01 The application seeks to subdivide two existing cross lease titles to create two freehold lots. The subdivision is assessed as a Controlled Activity which results in less than minor effects. The application with a Controlled Application status is considered to be consistent with Objectives and Policies of the Plan.

9.02 The property is within the Residential as denoted within the Far North District Plan. The existing dwellings and associated development on each lot meets all the relevant development controls for the new lots and therefore remains as a permitted activity from this perspective.

9.03 The Residential Zone requires the following subdivision standards to be met.

Coastal Living Zone

- Controlled Lot size – 600m²
- Discretionary – 300m²

The proposed lot sizes within the subdivision are follows:

- Proposed Lot 1 – 892m²
- Proposed Lot 1 – 637m²

9.04 The effects of this subdivision application have been assessed and concluded as being less than minor.

9.05 The proposal is not contrary to relevant objectives and policies of the Far North District Plan and the Regional Policy Statement.

9.06 With respect to conditions of consent the applicant would appreciate sighting a draft set of conditions for review and comment.

Should you have any queries in respect to this application please contact me.

Yours faithfully



Wayne Smith

Zenith Planning Consultants Ltd

Principal | Director

BPlan | BSocSci | MNZPI

wayne@zenithplanning.co.nz

mob: +64 (0) 21 202 3898

Yorke Road

Goffe Drive

Public Sewer Main

CP

Power Fibre

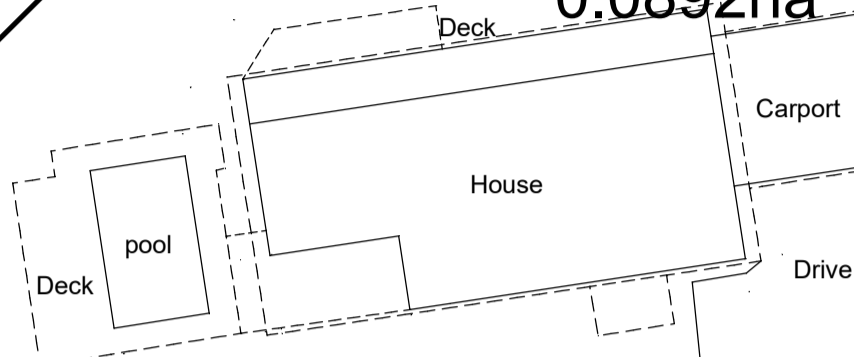
WM

35.87

LOT 1
0.0892ha

SSMH (Found)

1
DP 336099



13.18

9.86

Public Sewer Main

26.12

LOT 2
0.0637ha

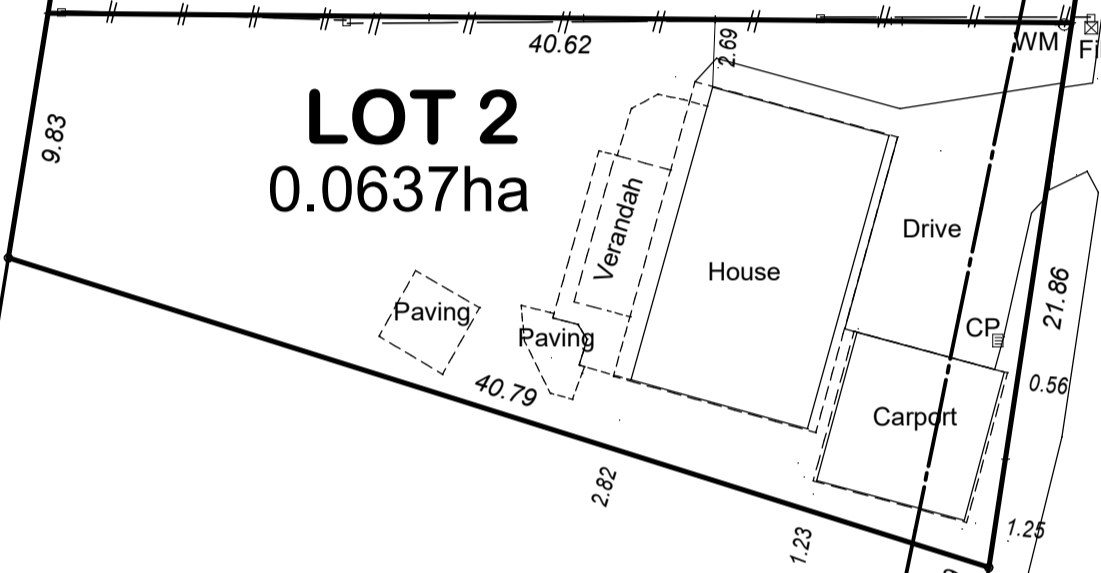
40.62

9.83

WM Fibre

Johnson Lane

6
DP 76469



Paving

40.79

2.82

2.69

Drive

CP

21.86

0.56

1.25

1.23

1.49

2
DP 76469

5
DP 76469

Public Sewer Main

1
DP 76469
Access Lot

SSMH (Found)

4
DP 76469

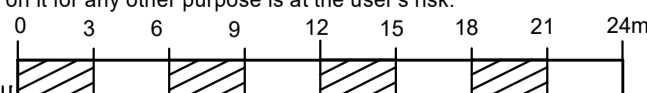
Impermeable Areas

Lot 1		Lot 2	
House	246m ²	House	101m ²
Pool	24m ²	Garage	39m ²
Concrete	60m ²	Concrete	87m ²
1/12 share Imp 1 DP 76469	33m ²	Covered Verandah	14m ²
Total Imp	363m²	1/12 share Imp 1 DP 76469	33m ²
Total Area	892m²	Total Imp	274m²
+ 1/12 share 1 DP 76469	43	Total Area	638m²
= 681m ²		+ 1/12 share 1 DP 76469	43
O.A Imp (38.8%)		= 681m ²	
		O.A Imp (40.2%)	

Amalgamation Condition
'That Lot 1 DP 76469 (Legal Access) be held as to two undivided one twelfth shares by the owners of Lot 1 & 2 Hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith. See

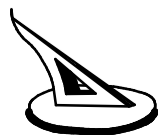
AREAS AND MEASUREMENTS SUBJECT TO FINAL SURVEY

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.



Prepared for: S R Godsiff & A M Bowey

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



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 X-Lease to Freehold
over Lot 1 DP 76469**

	Name	Date
Survey		
Design		
Drawn	W & K	Aug2024
Rev		

ORIGINAL
SCALE SHEET
SIZE
1:300 A3

24426



Impermeable Areas

Lot 1		Lot 2	
House	246m ²	House	101m ²
Pool	24m ²	Garage	39m ²
Concrete	60m ²	Concrete	87m ²
1/12 share Imp 1 DP 76469	33m ²	Covered Verandah	14m ²
Total Imp	363m²	1/12 share Imp 1 DP 76469	33m ²
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+ 1/12 share 1 DP 76469	43	Total Area	638m²
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Ph: (09) 407 6030
 Email: kerikeri@saps.co.nz

27 Hobson Ave
 PO Box 937 Kerikeri

**Proposed X-Lease to Freehold
 over Lot 1 DP 76469**

Name	Date	ORIGINAL SCALE	SHEET SIZE
Survey		1:300	A3
Design			
Drawn	W & K Aug2024		
Rev			

24426



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




R.W. Muir
Registrar-General
of Land

Identifier **NA68B/238**
Land Registration District **North Auckland**
Date Issued 13 August 1987

Prior References
NA32D/568

Estate Fee Simple - 1/2 share
Area 1530 square metres more or less
Legal Description Lot 1 Deposited Plan 76469
Registered Owners
Stephanie Rata Godsiff

Estate Fee Simple - 1/12 share
Area 519 square metres more or less
Legal Description Lot 1 Deposited Plan 75150
Registered Owners
Stephanie Rata Godsiff

Estate	Leasehold	Instrument	L B716737.1
		Term	999 years commencing on the 1.7.1987
Legal Description	Flat 1 Deposited Plan 118746		
Registered Owners	Stephanie Rata Godsiff		

Interests

Subject to Section 36 (4) Counties Amendment Act 1961 (Affects Fee Simple)

Subject to Section 8 Coal Mines Amendment Act 1950 (affects part Section 12 Block IV Kawakawa Survey District)(Affects Fee Simple)

B716737.1 Lease of Flat 1 DP 118746 Term 999 years commencing on the 1.7.1987 Composite CT NA68B/238 issued - 13.8.1987 (Affects Fee Simple)

Land Covenant in Lease B716737.1 - 13.8.1987 (Affects Fee Simple)

B955139.1 Lease of Flat 2 Plan 127936 Term 999 years commencing on 6.7.1988 CT NA74C/583 issued - 15.2.1989 at 2.30 pm (Affects Fee Simple)

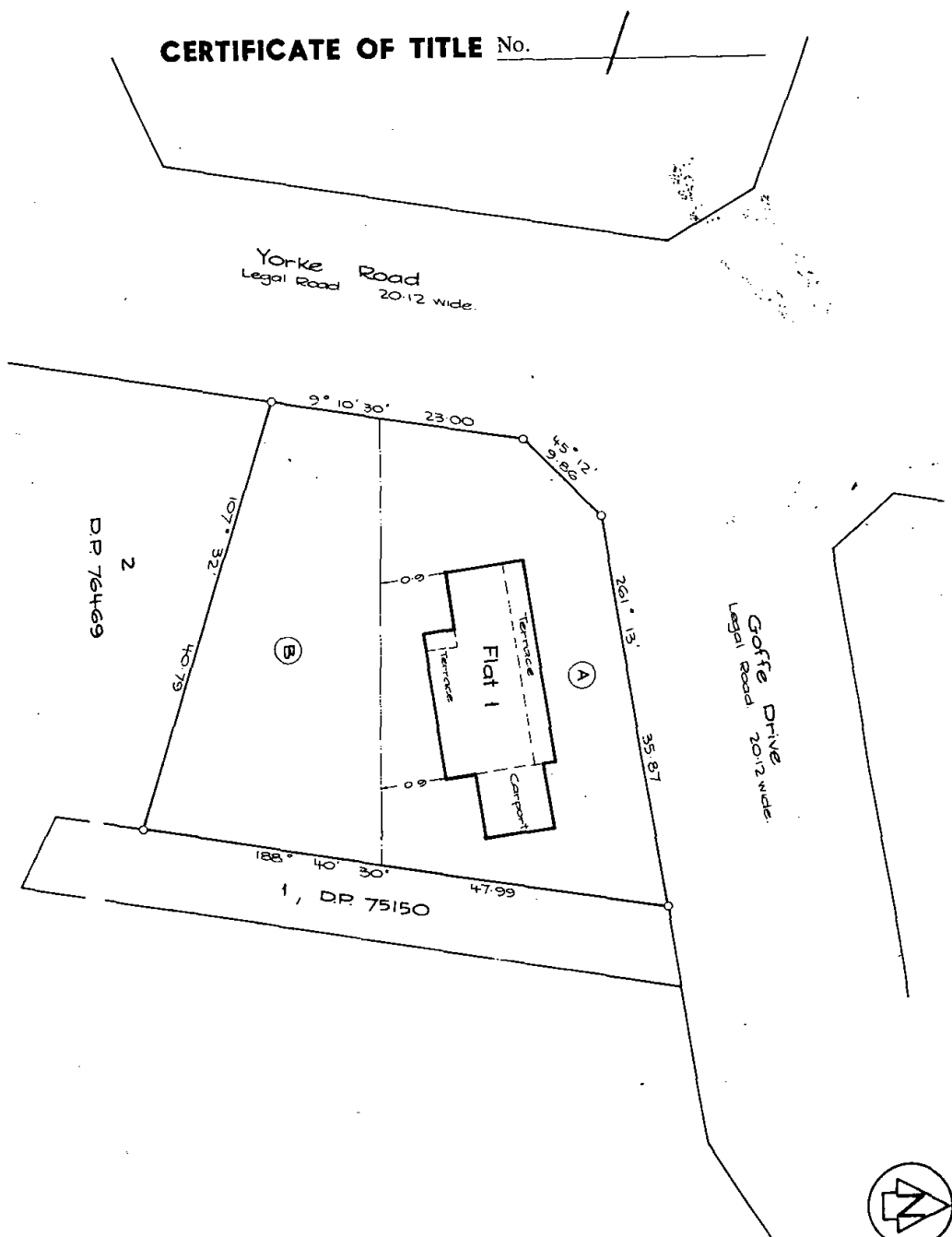
Land Covenant in Lease B955139.1 - 15.2.1989 at 2.30 pm (Affects Fee Simple)

6625549.3 Mortgage to Kiwibank Limited - 28.10.2005 at 9:00 am

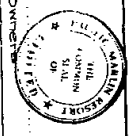
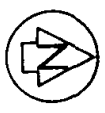
LAND DISTRICT North Auckland
 SURVEY BLK. & DIST. IV. KAWAKAWA
 NZMS 261 SH1 RECORD MAP No.

FLAT 1 ON LOT 1 DP 76469

TERRITORIAL AUTHORITY Bay of Islands County
 Surveyed by Rayburn, A. Bryant
 Scale 1:250 Date June 1987



Approved



Registered Owner
 Pursuant to Section 314 of the Local Government Act 1974 I hereby certify that construction of the Building depicted hereon is in accordance with the Building Permit for the construction of Flat 1 depicted has been issued by the Bay of Islands Council pursuant to its 1975 rules.

Dated this 11th day of June 1987

Authorized Officer Bay of Islands Council

I Robert Edwin Bryant of Whangarei, Registered Professional Surveyor, do hereby certify that the building shown hereon are erected in the positions and boundaries of CT 320/568 and that the plan is correct.

5/6/87
 Note: Boundaries of the streets to be leased are the exterior faces of the exterior walls shown structures unless otherwise defined. Unless otherwise shown, Government land shown hereon is defined as being Crown land. Areas marked (A) & (B) are to be used for residential purposes. New CT Allotment Flat 1, 68B/238

Total Area 1530 m²
 Comprised in CT 320/568 (A)

Registered Survey and holder of an annual practicing certificate may act as a registered survey pursuant to the provisions of section 327 of the Survey Act 1968. Myself certify that I have been duly sworn in accordance with the provisions of section 327 of the Survey Act 1968 and that the area shown hereon is correct.

Field Book 2
 Reference Plan
 Approved of 16 June 1987
 Proposed for the purposes of the Land Registration Act 1984
 DP 18746



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




R. W. Muir
Registrar-General
of Land

Identifier **NA74C/583**
Land Registration District **North Auckland**
Date Issued 15 February 1989

Prior References

NA32D/568 NA68B/238

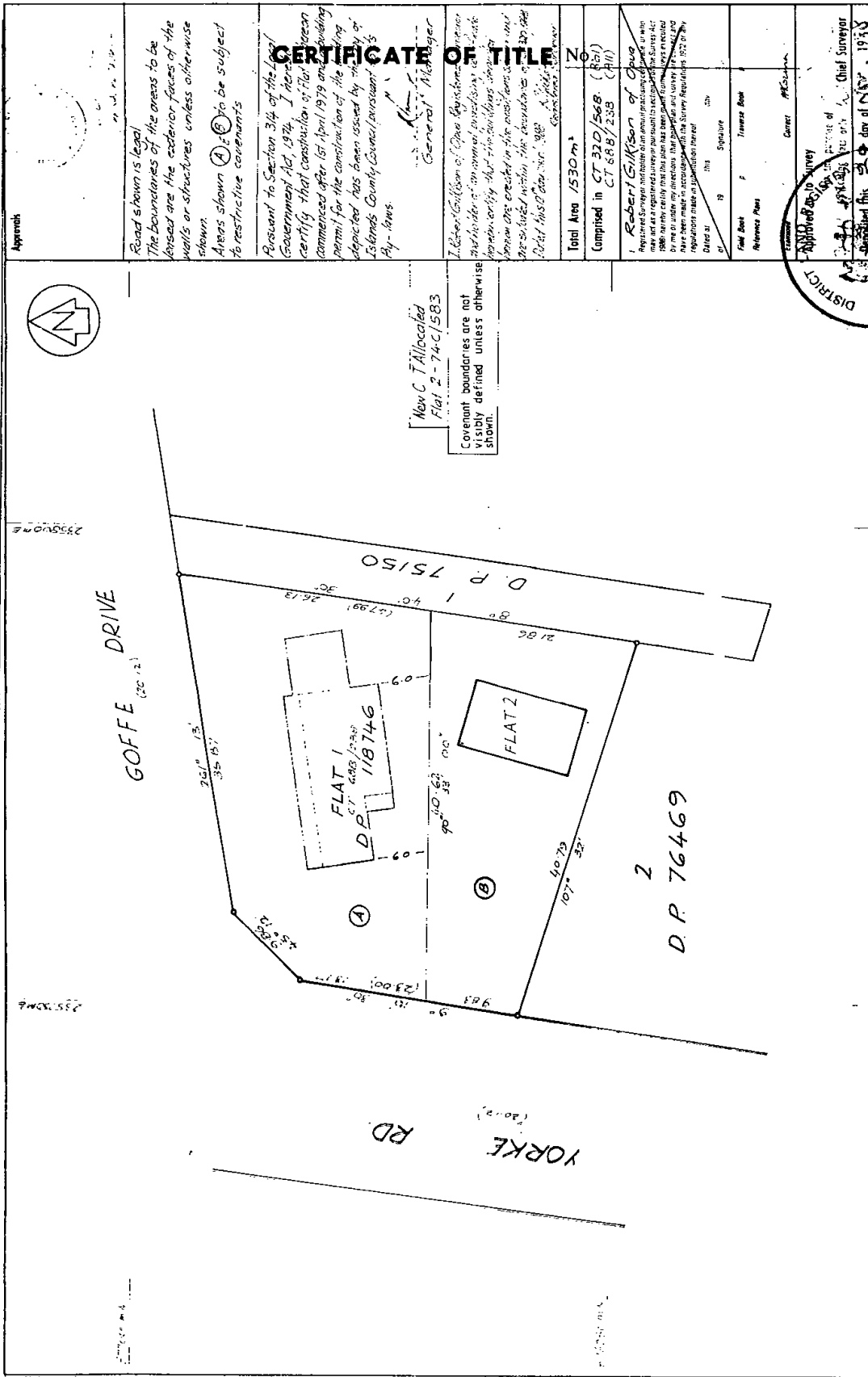
Estate Fee Simple - 1/2 share
Area 1530 square metres more or less
Legal Description Lot 1 Deposited Plan 76469
Registered Owners
Angela Marilyn Bowey

Estate Fee Simple - 1/12 share
Area 519 square metres more or less
Legal Description Lot 1 Deposited Plan 75150
Registered Owners
Angela Marilyn Bowey

Estate	Leasehold	Instrument	L B955139.1
		Term	999 years commencing on the 6.7.1988
Legal Description	Flat 2 Deposited Plan 127936		
Registered Owners	Angela Marilyn Bowey		

Interests

Subject to Section 36 (4) Counties Amendment Act 1961 (Affects Fee Simple)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects part Section 12 Block IV Kawakawa Survey District)
(Affects Fee Simple)
B716737.1 Lease of Flat 1 Plan 118746 Composite CT NA68B/238 issued (Affects Fee Simple)
Land Covenant in Lease B716737.1 (Affects Fee Simple)
B955139.1 Lease of Flat 2 DP 127936 Term 999 years commencing on the 6.7.1988 Composite CT NA74C/583 issued -
15.2.1989 at 2.30 pm (Affects Fee Simple)
Land Covenant in Lease B955139.1 - 15.2.1989 at 2.30 pm (Affects Fee Simple)
12997038.2 Mortgage to Westpac New Zealand Limited - 10.5.2024 at 2:10 pm



CERTIFICATE OF TITLE

Respect to Section 314 of the Local Government Act, 1974. I hereby certify that construction of Flat 2 commenced after 1st April 1979 and building permit for the construction of the building depicted has been issued by the Bay of Islands County Council pursuant to the laws.

General Manager

Total Area 1530 m²

Completed in CT 330/568 (451) CT 688/238 (411)

Robert Gilkison of Otago Registered Surveyor

Registered Surveyor

Surveyed by MCM STURMER, GILKISON, HENRIKSEN

Scale 1:250 Date SEPT 1988

DP127936

B716737.1L

PAD.

Approved by the Registrar-General of Land, Wellington No. 212336.

North Auckland Land Registry Office

MEMORANDUM OF LEASE

LESSORS: PACIFIC MARLIN RESORT LIMITED at Paihia

LESSEE: PACIFIC MARLIN RESORT LIMITED at Paihia

SCHEDULE OF LAND AND FLAT

14JL87 84110 NTY *****0.40

Lessors Estate <i>Free Sample</i>		NEW ZEALAND STAMP DUTY WDF
C.T. REFERENCE	DESCRIPTION OF LAND AND LOCALITY	DESCRIPTION OF FLAT
32D/568	Lot 1	Flat No. 1
Area	Deposited Plan 76469	on Deposited Plan 118746 (hereinafter called "the Flat") which is part of a building erected on the said land comprising <i>which is part of a building erected on the said land comprising</i>
1530 square metres	Situated and an undivided one sixth share 519 square metres being Lot 1 D.P. 75150	the said flat (hereinafter called "the said building"). <i>the said flat</i>

Encumbrances, Liens, and Interests:

Subject to Section 36(4) Counties Amendment Act 1961 and to Section 8 of the Coal Mines Amendment Act 1950

TERM 999 years commencing on the 1st day of July 1987

RENTAL 10 cents per annum payable yearly in advance if demanded in writing by the Lessors prior to the commencement of the year for which it is payable.

CONDITIONS The parties hereby agree that:

- The covenants conditions and agreements set out in Schedules A, B & C herein form part of this Lease.
- In any case where the Lessors are proprietors of a leasehold estate in the said land the covenants conditions and agreements set out in Schedule D herein form part of this Lease.
- The words "Flat share" shall be deemed to mean a one-half share calculated in terms of the number of flats contained in the said building.
- The words "Land share" shall be deemed to mean a one-half share calculated in terms of the number of flats contained in all buildings erected on the said land.
- In respect of Clauses 6, 13 & 22 in the Schedules hereto where neither sub-clause (a) or sub-clause (b) has been deleted, sub-clause (a) shall form part of this Lease as hereinbefore provided and sub-clause (b) shall not.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DO TH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this 10th day of July 1987

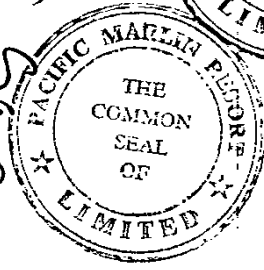
The common seal of PACIFIC MARLIN RESORT LIMITED was hereto affixed as lessor in the presence of:

g.g.
DIRECTOR
manabes
(SECRETARY)



The common seal of PACIFIC MARLIN RESORT LIMITED was hereto affixed as lessee in the presence of:

g.g.
DIRECTOR
manabes
(SECRETARY)



SCHEDULE A (Lessees Covenants)

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. PAYMENT OF RENT

To pay the rent in the manner and at times hereinbefore provided.

~~2. PAYMENT OF MAINTENANCE EXPENSES~~

~~The Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors:~~

- ~~(a) A Flat share of all costs and expenses properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.~~
~~(b) A Land share of all costs and expenses properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.~~

~~PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving the said building or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.~~

3. RESTRICTIONS ON USE

The Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance grievance or disturbance to the other lessees or occupants of any building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.

~~4. NOT TO CREATE FIRE OR OTHER HAZARDS~~

~~The Lessee shall not bring into or keep in the Flat any goods or any substance of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of the said building or which may make void or voidable any such insurance cover.~~

5. TO COMPLY WITH STATUTES

The Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.

~~6. (a) MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE~~

~~The Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat PROVIDED HOWEVER that where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this Lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.~~

OR

~~6. (b) MAINTENANCE OF INTERIOR ONLY BY LESSEE~~

~~The Lessee shall at his own cost and expense keep and maintain in good order condition and repair the interior of the Flat (including the doors, windows and fitting of any kind but not any part of the structure, frame work or foundations) together with any electrical and plumbing equipment and any drains exclusively relating to or serving the Flat.~~

7. INSPECTION BY LESSORS

The Lessee shall permit the Lessors or their representatives at all reasonable times to enter the Flat to inspect the condition of the same.

~~8. TO KEEP COMMON AREAS CLEAR AND TIDY~~

~~The Lessee shall not leave or place in the passageways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish therein or thereon and shall place any rubbish containers in such reasonable location approved by the Lessors.~~

9. TO PAY FOR SERVICES TO FLAT

The Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

~~10. NOT TO MAKE STRUCTURAL ALTERATIONS~~

~~The Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any building, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.~~

~~11. USE OF EXCLUSIVE AND COMMON AREAS~~

~~The Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except: (a) The Flat (b) That part of the said land relating to the Flat marked or shown on Deposited Plan No. _____; (c) That part of the said land marked or shown on Deposited Plan No. _____ but only for the purposes of reasonable ingress and egress by vehicle or on foot;~~

12. PRESERVATION OF LESSEES EXCLUSIVE AREA

The Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown A _____ on Deposited Plan No. 118746 in a neat and tidy condition and in good repair.

SPACES TO BE COMPLETED AND AMENDED AS NECESSARY

13. (a) SEPARATE INSURANCE EFFECTED BY LESSEE

The Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on such parts of the said building as such Lessee holds as tenant.

OR

~~13. (b) PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS~~

~~The Lessee shall pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Flat share of the premium and other moneys payable in respect of the policy of insurance to be effected by the Lessors pursuant to Clause 20 (b) hereof PROVIDED THAT in any case whereby arrangement between the Lessors and the insurance company the premium in respect of each Flat in the said building shall be assessed and payable separately then the Lessee shall pay the separate premium whenever the same is due direct to the insurance company and shall if and whenever required by the Lessors produce to the Lessors the receipt for payment of the same.~~

14. LESSEES OWNERSHIP OF SHARE IN FEE SIMPLE

The Lessee shall remain the owner of a Land share in the fee simple of the laid land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed provided always that this Clause shall not apply to the first Lessee hereof.

15. PAYMENT OF RATES

The Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's Land share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE B (Lessors Covenants)

THE LESSORS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE LESSEE:

16. QUIET ENJOYMENT

The Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

~~17. MAINTENANCE BY LESSORS~~

~~The Lessors shall keep and maintain in good order repair and condition:~~

- ~~(a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same; and~~
 - ~~(b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.~~
- ~~AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.~~

18. LEASES OF OTHER FLATS

The Lessors shall lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder for the time being as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE C (Mutual Covenants)

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

~~19. DETERMINATION OF LEASE FOR DEFAULT~~

~~That if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and to expel and remove the Lessee but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease where the Lessors have actual notice of the address of the Mortgagee before or within seven days after the date of service of such notice upon the Lessee.~~

20. (a) RE-INSTATEMENT BY LESSEE (where Clause 13(a) applies)

That in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a Flat share of the cost of so doing.

OR

~~20. (b) RE-INSTATEMENT BY LESSORS (where Clause 13(b) applies)~~

~~That the Lessors shall in the names of the Lessors and Lessee for their respective rights and interests insure and keep insured the said building against fire and earthquake and such other risks as are normally covered under a comprehensive House-owners policy for the full amount available under a replacement policy and shall pay the premiums on such policy as the same become due AND in the event of the said building being damaged or destroyed by any cause whatsoever the Lessors shall with all reasonable despatch repair and make good such destruction or damage and in the event of the moneys received under the said policy of insurance being insufficient to repair and re-instate the said building as aforesaid then the Lessee shall bear a Flat share of such insufficiency unless such damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or those parties.~~

21. LESSORS NOT LIABLE FOR WATER DAMAGE

That the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. (a) SUBLETTING BY LESSEE

The Lessee shall be entitled to let the Flat only to a reputable and solvent subtenant and the Lessee shall ensure that the subtenant first enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

~~OR~~

~~**22. (b) RESTRICTED SUBLETTING BY LESSEE**~~

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

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

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

~~**23. PERFORMANCE OF LESSEES COVENANTS BY LESSORS**~~

~~That in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by Servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars (\$10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.~~

~~**24. POWER OF SALE OF LESSEES FLAT BY LESSORS**~~

~~That in the event of this lease being determined in the manner herein provided then in any such case:-~~

- ~~(a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and~~
- ~~(b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and~~
- ~~(c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;~~

~~AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purposes of this Clause 24 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.~~

25. NON-MERGER

That there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. ARBITRATION

That if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1968 and its Amendments or any Act in substitution therefor.

27. PROCEDURE FOR DECISIONS

That in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:-

- (a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If the proposed action is not agreed to unanimously within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) The parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

~~28. COLOUR SCHEME~~

~~That notwithstanding the provisions of Clause 27 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as is practicable to the existing colour scheme.~~

29. NON-DEVOLUTION OF LIABILITY

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

30. INTERPRETATION

That wherever used in these presents:--

- (a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
- (d) Words importing one gender shall include the other gender as the case may require.
- (e) Words importing the singular or plural number shall include the plural or singular number respectively.
- (f) The clause headings shall not form part of this Lease and shall have no bearing on the construction or interpretation of the same.

SCHEDULE D (Special Covenants for Leasehold Estates)

~~31. IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:~~

(a) Interpretation

- (i) The expression "Head Lease" means the Memorandum of Lease referred to in the Schedule of Land and Flat and the expressions "Head Lessor" and "Leasehold Estate" shall have corresponding meanings.
- (ii) The expressions "fee simple" "freehold interest" and "freehold estate" where they occur in Schedules A, B & C hereof shall unless inconsistent with the context refer to and include the leasehold estate.

(b) Lessee to pay share of Head Lease rental

That the Lessee will upon demand in writing by the Lessors pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Land share of the rental from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations thereunder or in or about any renewal thereof as hereinafter provided.

(c) Lessee to observe terms of Head Lease

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

(d) Lessors to pay Rent and observe Covenants:

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

(e) Rights of Renewal

That the Lessors will from time to time and so often as the same shall require to be done and at all proper times for so doing give all such notices do all such things execute all such documents and pay all such costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor the renewal of the Head Lease and of every lease so procured AND when and so often as the Head Lessor shall grant and execute unto the Lessors hereunder a new Head Lease as aforesaid the Lessors hereunder will at the cost and expense of the Lessee hereunder deliver unto the Lessee hereunder and the Lessee hereunder shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the Flat for the term of such newly granted head lease less the last day thereof a sublease at the same Flat share of rental and upon with and subject to the same covenants agreements conditions and provisions as are herein contained and implied including this present clause AND for the better enabling the Lessee hereunder to secure and enjoy the benefit of this present Clause the Lessors for the time being hereunder DO HEREBY JOINTLY AND EACH OF THEM DO TH SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being hereunder the Attorney for them and each of them and in their name and in the name of each of them to give all such notices and to do all such acts matters and things and to make all such appointments and to pay all costs, charges and expenses and to give, make execute and deliver all such documents and paper writings as shall for all or any of the purposes aforesaid be desirable necessary or expedient.

11A. Use of Exclusive Areas.

The Lessor doth hereby covenant that during the term of this lease (subject only as is hereinafter expressly mentioned) he will not use or occupy or permit any Lessee of the said land (other than the Lessee under this Lease) to use or occupy for any purpose whatsoever that part of the said land shown on Deposited Plan 118746 "A" TO THE INTENT that this restrictive covenant shall be forever appurtenant to the estate of the Lessee under this Lease.

11B. THAT the Lessors reserve the right at any time hereafter to erect on that part of the said land on the Deposited Plan 118746 other than the area marked "A" or "Flat One" on Deposited Plan 118746 (hereinafter called "the relevant area") a dwelling unit or dwelling units (hereinafter called "the dwelling unit") conforming in all respects to:

- (a) the requirements of the Local Authority and any other authority having jurisdiction; and
- (b) the requirements set forth in any agreement for the time being in force between the Lessors and the Lessee relating to the erection of such dwelling unit

and in order to give effect to the foregoing the Lessors and their representatives agents workmen contractors and their servants and other persons authorised in that behalf by the Lessors may enter onto and remain on the relevant area at all reasonable times with or without motor vehicles machinery and equipment necessary or desirable to erect such dwelling unit provided that the Lessors shall take all reasonable steps to minimise any inconvenience to the Lessor occasioned by such work.

11C. THAT on substantial completion by the Lessors of the dwelling unit referred to in Clause 11B hereof the Lessee shall at the cost in all things of the Lessors and when so requested by the Lessors join in and execute as a Co-Lessor a lease of the said dwelling unit for a term corresponding with the unexpired period of these presents, which lease shall contain a restrictive covenant in the same form as Clause 11B hereof in respect of such portion of the relevant area exclusive of the dwelling unit, and shall otherwise contain the same terms and conditions as are contained in these presents (excluding however 11B and 11F hereof) and the Lessee shall do all such things as shall be necessary or desirable in order to enable registration of such lease (including co-operating in the deposit of a new flats plan) and to obtain the consent thereto of any mortgagee of the Lessee's estate of interest in the said land.

11D. THAT in consideration of the granting to the Lessee of this memorandum of lease the Lessee doth hereby irrevocably nominate constitute and appoint the Lessors, and any nominee of the Lessors to be the true and lawful attorney and attorney of the Lessee both as Lessee and as registered proprietor of any interest in the fee simple of the said land and on behalf of the Lessee as Lessee and/or as such registered proprietor and as fully and effectually as the Lessee either as a Lessee and/or as such registered proprietor could do if personally present to execute for the Lessee in any capacity hereunder the lease referred to in Clause 11C hereof and to sign and use the name of the Lessee in any capacity to such lease and to do all such other acts and things (including signing any new flats plan) as shall be necessary or desirable to effect registration of such lease.



11E. THAT if and whenever any person or persons is/are registered proprietors of any estate in fee simple in the said land and such person or persons is/are not the registered proprietors of an estate of leasehold in a flat or dwelling erected on the said land then such persons shall for the purpose of Clauses 11B, 11C and 11D hereof and to the exclusion of all any other person or persons be deemed to be the Lessors referred to in such clauses.

④

Correct for the purposes of the Land Transfer Act.

[Handwritten Signature]

Solicitor for the Lessee

Composite of 66B/238 issued

LEASE

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

*District
Assistant Land Registrar
of the District of Wellington*

1.45 13.AUG87 B 716737.1
 PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY AUCKLAND
 ASST LAND REGISTRAR
320/528
[Handwritten Signature]
 DISTRICT LAND REGISTRY
 NORTH AUCKLAND
 DISTRICT LAND REGISTRY
 NORTH AUCKLAND