

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):

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

* 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:

PETER MARSHALL/DENISE O'HAGAN

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:

PETER MARSHALL/DENISE O'HAGAN

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:

PETER MARSHALL / DENISE O'HAGAN

**Property Address/
Location:**

7 EMERALD RIDGE

RUSSELL

Postcode

0202

8. Application Site Details

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

Name/s:	PETER MARSHALL / DENISE O'HAGAN		
Site Address/ Location:	7 EMERALD RIDGE		
	RUSSELL		
		Postcode	0202
Legal Description:	LOT 3 DP 490329	Val Number:	0411-35611
Certificate of title:	707668		

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

Site visit requirements:

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

Is there a dog on the property? Yes No

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

9. Description of the Proposal:

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

The locating of four relocatable cabins on the property. They include bedrooms, kitchen, dining and lounge rooms as well as bathrooms. These will be positioned on a level section of the property. On one side of the property are a number of trees that are within the 20m drip zone of the intended position of one of the cabins. We are working to minimise the potential fire risk impact of this vegetation whilst maintaining the natural environment..

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

10. Would you like to request Public Notification?

Yes No

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

(more than one circle can be ticked):

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

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

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

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

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

- Subdividing land
- Changing the use of a piece of land
- Disturbing, removing or sampling soil
- 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) PETER MARSHALL / DENISE O'HAGAN

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)

Peter David Marshall / Denise Teresa O'Hagan

Signature:

(signature of bill payer)

Date 5/2/25

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)

Peter David Marshall / Denise Teresa O'Hagan

Signature:

[Redacted Signature]

Date 5/2/25

by electronic means

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.

From: Kieran-Jade Nelson <Kieran-Jade.Nelson@fndc.govt.nz>
Sent: Monday, 10 February 2025 12:50 pm
To: kowhai.pacific@xtra.co.nz
Subject: FNDC Bank Details

Kia ora Peter,

Thanks for your time on the phone today.

As discussed, please see below Council's bank details:

- Account name: Far North District Council.
- Bank: ASB Bank, Corporate Branch, Auckland.
- Account number: 12-3244-0022509-00
- **Reference:** PP/RMA/Peter Marsh

FYI - Using the above '**Reference**' will ensure that your prepayment amount for your resource consent application comes to the correct department.

Kind regards,



Kieran-Jade Nelson

RMA Support Officer - Resource Consents

Administration

P 6494015314 | Kieran-Jade.Nelson@fndc.govt.nz

Te Kaunihera o Te Hiku o te Ika | Far North District Council

Pokapū Kōrero 24-hāora | 24-hour Contact Centre 0800 920 029

fndc.govt.nz



TE PAE O UTA
Te Ao Māori Framework

[Click to find out more](#)



TE KOTAHĪ



WHANAKE TAHI



KOKIRI TAHI

Bill Payment Details

From Account Marshall & O'Hagan / 02-0100-0519694-001
Payer Name MARSHALL, PETER DAVI
Payee Account 12-3244-0022509-003
Payee Name Far North Dist Counc
Amount 1,232.00
Payment date 10/02/2025

Status PROCESSED
Created 10/02/2025
Last Modified 10/02/2025
Authorised By 9199

Statement Details

Your Statement	ResourceCons	Consent appl	
Payee's Statement	EBC 2025 503	PETERMARSHA	PP RMA

End of Report

Assessment of Environmental Effects

In response to FNDC's request for a resource consent application based on the following issue, please find herewith factors for consideration.

Rule:	12.4.6.1.2 FIRE RISK TO RESIDENTIAL UNITS (a) Residential units shall be located at least 20m away from the drip line of any trees in a naturally occurring or deliberately planted area of scrub or shrubland, woodlot or forest.
Reason:	Aerial photos show the proposed residential unit is located within 20m of the drip line of any trees in a naturally occurring or deliberately planted area of scrub or shrubland, woodlot or forest.

Background :

7 Emerald Ridge is one of 9 properties in a subdivision situated on the edge of Russell township above Matauphi Bay.

The Site : Lot 3 is a total of 1872 m², with 900 m² (approx.) zoned as an area that can't be built on, and on which the flora and fauna should remain largely untouched and protected. The rest of the property, the level area, is zoned residential and we plan to place up to four relocatable cabins here. To the north west of this, the property slopes away to the boundary with a neighbouring house where a number of established exotic and native trees are growing on the fenceline. This is the area of the property under question as the trees are within the 20 m drip-line of the proposed location of one of the cabins. A site plan is attached for your reference.

1. The trees in question are a mix of exotics and natives comprised initially of monkey apples, pittosporums and manukas. The monkey apple tree has recently been removed. The other trees will be topped to ensure the tops of the trees are no higher than the level of the flat section on which we plan to locate the cabins. An effort will be made to enhance the natural beauty and authenticity of the landscape through the planting and promotion of native shrubs. The aerial photo doesn't really indicate the space between the trees. The attached ground level photo shows the relatively wide spacings. These are not "intensive" plantings. The number of trees within the twenty metre drip zone that runs along the boundary of the property amounts to : 2x flax plants, 2x Pittosporums, 1x plum tree (neighbour) and 2x manukas. Also a couple of small banana palms. The monkey apple tree has been removed, as previously advised. Thus the number of trees on the boundary of the property and within the "breach zone" is minimal.

- 2. Whilst the ground is stable, the presence of the trees at the bottom of the slope provide a degree of natural stability to the land, thus acting as an erosion prevention tool.**
- 3. The trees enhance the natural landscape.
Maintaining the health and safety of the native shrubs and small native trees is in keeping with the philosophy of minimal impact on the environment.
Enhancing privacy and the natural landscape applies not just for our property, but for the neighbours also.**
- 4. The aerial photo also shows the positioning of houses on neighbouring properties. The house on the north-west boundary benefits from the shaded vegetative environment, privacy and all of the above-mentioned factors. These neighbours are also active in promoting the growth of small native trees and shrubs in the natural surrounds and to that end, are supporting and promoting the growth of natural fauna and flora.**
- 5. The area on which trees are growing extends down to the covenanted section of the property which is a no build zone. Native bird species abound such as kiwi, and weka nest nearby. Every effort is being made to ensure a non-invasive natural environment is maintained for this native fauna. This includes the planting of flaxes, ferns, punga, coprosma and hebes to enhance the quality of the low ground cover. The existing trees provide a native habitat and source of protection, food and cover for these birds that cannot be understated.**
- 6. The attached site plan indicates the position of a 30,000l water tank. Its location close to the bushes makes it a crucial source of water in event of a fire.**
- 7. FENZ has approved the measures that are in place to manage any fire issues on the property (and throughout the subdivision). Attached is their report. These include vehicular access, the presence of 2x25,000 l water tanks specifically for fire fighting 20 m from the property, plus appropriate management of the vegetation. Attached is a plan indicating the position of the water tanks relative to our property.**
- 8. The cabins themselves will be clad on the back and sides with T-rib Coloursteel from Metalcraft and the front feature wall will be imitation timber and cement panels/planks. Hence the cladding has a resistance to fire.**



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

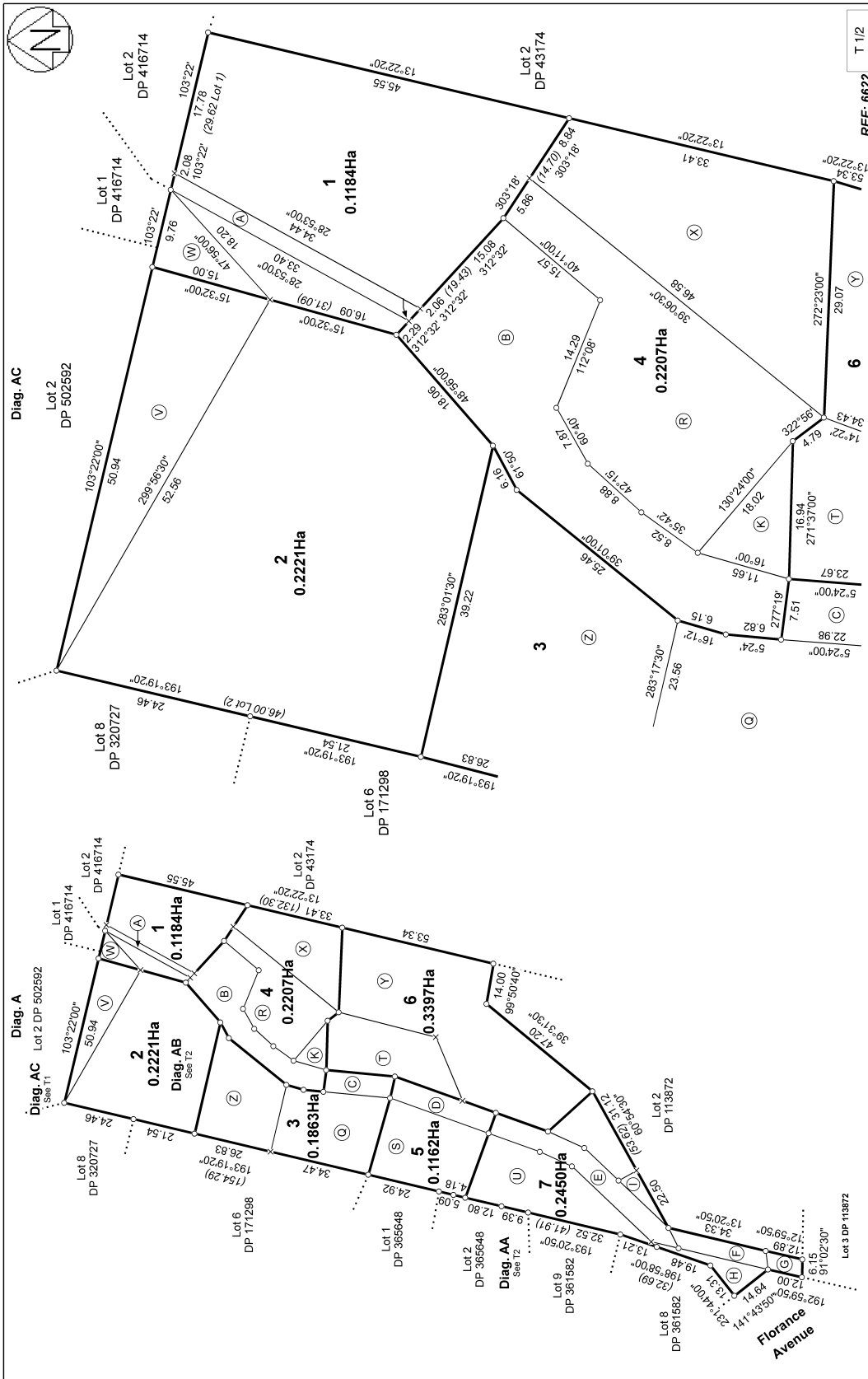
Identifier **707668**
Land Registration District **North Auckland**
Date Issued 03 October 2019

Prior References
679351

Estate Fee Simple
Area 1863 square metres more or less
Legal Description Lot 3 Deposited Plan 490329
Registered Owners
Denise Teresa O'Hagan, Peter David Marshall and CB Trustees 5 Limited

Interests

Subject to a right to drain sewage (in gross) over part marked C on DP 490329 in favour of the Far North District Council created by Easement Instrument 8117853.2 - 10.7.2009 at 10:43 am
11532018.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.10.2019 at 11:44 am
Subject to a right of way, a right to convey electricity, telecommunications and water and a right to drain sewage and water over part marked C on DP 490329 created by Easement Instrument 11532018.3 - 3.10.2019 at 11:44 am
Appurtenant hereto is a right of way, a right to convey electricity, telecommunications and water and a right to drain sewage and water created by Easement Instrument 11532018.3 - 3.10.2019 at 11:44 am
The easements created by Easement Instrument 11532018.3 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is a right to store and convey water for firefighting purposes created by Easement Instrument 11532018.4 - 3.10.2019 at 11:44 am
The easements created by Easement Instrument 11532018.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey electricity over part marked C on DP 490329 in favour of Top Energy Limited created by Easement Instrument 11532018.5 - 3.10.2019 at 11:44 am
Subject to a right (in gross) to convey telecommunications over part marked C on DP 490329 in favour of Chorus New Zealand Limited created by Easement Instrument 11532018.6 - 3.10.2019 at 11:44 am
Land Covenant in Covenant Instrument 11532018.7 - 3.10.2019 at 11:44 am
Fencing Covenant in Transfer 11922349.2 - 13.11.2020 at 12:30 pm
11922349.3 Mortgage to Bank of New Zealand - 13.11.2020 at 12:30 pm



Diag. AC Lot 2 DP 502592
 Lot 2 DP 416714
 Lot 1 DP 416714
 Lot 8 DP 320727
 Lot 6 DP 171298
 Lot 2 DP 113872
 Lot 3 DP 113872
 Lot 1 DP 416714
 Lot 2 DP 416714
 Lot 8 DP 320727
 Lot 6 DP 171298
 Lot 1 DP 365648
 Lot 2 DP 365648
 Lot 9 DP 361582
 Lot 8 DP 361582
 Lot 7 DP 361582
 Florence Avenue
 REF: 6622 T 1/2
 Title Plan LT 490329 Approved on: 10/01/2019
 Surveyor: Aaron Robert Donaldson Firm: Donaldsons
 Lots 1 - 7 Being a Subdivision of Lot 1 DP 113872 and Lot 10 DP 361582
 Land District: North Auckland
 Dataset Type: Parcels without Survey Information
 Digitally Generated Plan
 Generated on: 10/01/2019 06:53am Page 5 of 6



FIRE
EMERGENCY

NEW ZEALAND

Non-Reticulated Firefighting Water Supplies, Vehicular Access & Vegetation Risk Reduction Application for New and Existing Residential Dwellings and Sub-Divisions

Applicant Information

Applicants Information	
Name:	PETER MARSHALL/DENISE O'HAGAN
Address:	28 CHATHAM AVE, MT ALBERT, AUCKLAND 1025
Contact Details:	021436921
Return Email Address:	Kowhai.pacific@xtra.co.nz

Property Details

Property Details	
Address of Property:	7 EMERALD RIDGE, RUSSELL
Lot Number/s:	LOT 3
Dwelling Size: (Area = Length & Width)	NA
Number of levels: (Single / Multiple)	NA



Contents

Applicant Information	1
Property Details	1
Firefighting Water Supplies and Vegetation Risk Reduction Waiver	3
1. Fire Appliance Access to alternative firefighting water sources - Expected Parking Place & Turning circle	4
2. Firefighting Water Supplies (FFWS)	5
3. Water Supply Location	6
4. Adequacy of Supply	7
5. Alternative Method using Appendix's H & J	9
6. Diagram	10
7. Vegetation Risk Reduction - Fire + Fuel = Why Homes Burn	11
8. Applicant	13
9. Approval	13

Firefighting Water Supplies and Vegetation Risk Reduction Waiver

“Fire and Emergency New Zealand strongly recommends the installation of automatic fire detection system devices such as smoke alarms for early warning of a fire and fire suppression systems such as sprinklers in buildings (irrespective of the water supply) to provide maximum protection to life and property”.

Waiver Explanation Intent

Fire and Emergency New Zealand [FENZ] use the New Zealand Fire Service [NZFS] Code of Practice for firefighting water supplies (SNZ PAS 5409:2008) (The Code) as a tool to establish the quantity of water required for firefighting purposes in relation to a specific hazard (Dwelling, Building) based on its fire hazard classification regardless if they are located within urban fire districts with a reticulated water supply or a non-reticulated water supply in rural areas. The code has been adopted by the Territorial Authorities and Water Supply Authorities. The code can be used by developers and property owners to assess the adequacy of the firefighting water supply for new or existing buildings.

The Community Risk Manager under the delegated authority of the Fire Region Manager and District Manager is responsible for approving applications in relation to firefighting water supplies. The Community Risk Manager may accept a variation or reduction in the amount of water required for firefighting for example; a single level dwelling measuring 200^m2 requires 45,000L of firefighter water under the code, however the Community Risk Manager in Northland will except a reduction to 10,000L.

This application form is used for the assessment of proposed water supplies for firefighting in non-reticulated areas only and is referenced from (Appendix B – Alternative Firefighting Water Sources) of the code. This application also provides fire risk reduction guidance in relation to vegetation and the 20-metre dripline rule under the Territorial Authority’s District Plan. Fire and Emergency New Zealand are not a consenting authority and the final determination rests with the Territorial Authority.

For more information in relation to the code of practice for Firefighting Water supplies, Emergency Vehicle Access requirements, Home Fire Safety advice and Vegetation Risk Reduction Strategies visit www.fireandemergency.nz

1. Fire Appliance Access to alternative firefighting water sources - Expected Parking Place & Turning circle

Fire and Emergency have specific requirements for fire appliance access to buildings and the firefighting water supply. This area is termed the hard stand. The roading gradient should not exceed 16%. The roading surface should be sealed, able to take the weight of a 14 to 20-tonne truck and trafficable at all times. The minimum roading width should not be less than 4 m and the property entrance no less 3.5 metres wide. The height clearance along access ways must exceed 4 metres with no obstructions for example; trees, hanging cables, and overhanging eaves.

1 (a) Fire Appliance Access / Right of Way	
Is there at least 4 metres clearance overhead free from obstructions?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the access at least 4 metres wide?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the surface designed to support a 20-tonne truck?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are the gradients less than 16%	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Fire Appliance parking distance from the proposed water supply is 3 metres	

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

If access to the proposed firefighting water supply is not achievable using a fire appliance, firefighters will need to use portable fire pumps. Firefighters will require at least a one-metre wide clear path / walkway to carry equipment to the water supply, and a working area of two metres by two metres for firefighting equipment to be set up and operated.

1 (b) Restricted access to firefighting water supply, portable pumps required
Has suitable access been provided? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Comments: Tanks located next to subdivision road, with ample turning space in a culdesac 25 metres up from site of the water tanks.

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

2. Firefighting Water Supplies (FFWS)

What are you proposing to use as your firefighting water supply?

2 (a) Water Supply Single Dwelling

Tank

- Concrete Tank
- Plastic Tank
- Above Ground (Fire Service coupling is required - 100mm screw thread suction coupling)
- Part Buried (max exposed 1.500 mm above ground)
- Fully Buried (access through filler spout)

Volume of dedicated firefighting water [Click or tap here to enter text.](#)litres

Internal FENZ Risk Reduction comments only:

[Click or tap here to enter text.](#)

2 (b) Water Supply Multi-Title Subdivision Lots / Communal Supply

Tank Farm

- Concrete Tank
- Plastic Tank
- Above Ground (Fire Service coupling is required - 100mm screw thread suction coupling)
- Part Buried (max exposed 1.500mm above ground)
- Fully Buried (access through filler spout)

Number of tanks provided 2

Number of Tank Farms provided 1

Water volume at each Tank Farm 50000 Litres

Volume of dedicated firefighting water 50000 litres

Internal FENZ Risk Reduction comments only:

[Click or tap here to enter text.](#)

2 (c) Alternative Water Supply

Pond:	Volume of water: Click or tap here to enter text.
Pool:	Volume of water: Click or tap here to enter text.
Other:	Specify: water tank
	Volume of water: 30000 litres

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

3. Water Supply Location

The code requires the available water supply to be at least 6 metres from a building for firefighter safety, with a maximum distance of 90 metres from any building. This is the same for a single dwelling or a Multi-Lot residential subdivision. Is the proposed water supply within these requirements?

3 (a) Water Supply Location

Minimum Distance:	<i>Is your water supply at least 6 metres from the building?</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Maximum Distance	<i>Is your water supply no more than 90 metres from the building?</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

3 (b) Visibility

How will the water supply be readily identifiable to responding firefighters? E.g.: tank is visible to arriving firefighters or, there are signs / markers posts visible from the parking place directing them to the tank etc.

Comments:

There is signage next to the tanks indicating they are specifically for firefighting. The hose couplings are also visible

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

3 (c) Security

How will the FFWS be reasonably protected from tampering? E.g.: light chain and padlock or, cable tie on the valve etc.

Explain how this will be achieved:

Subdivision has a lockable gate at the entrance.

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

4. Adequacy of Supply

The volume of storage that is reserved for firefighting purposes must not be used for normal operational requirements. Additional storage must be provided to balance diurnal peak demand, seasonal peak demand and normal system failures, for instance power outages. The intent is that there should always be sufficient volumes of water available for firefighting, except during Civil Défense emergencies or by prior arrangement with the Fire Region Manager.

4 (a) Adequacy of Water supply

Note: *The owner must maintain the firefighting water supply all year round. How will the usable capacity proposed be reliably maintained? E.g. automatically keep the tank topped up, drip feed, rain water, ballcock system, or manual refilling after use etc.*

Comments:

Residents ensure tanks remain full

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

5. Alternative Method using Appendix's H & J

If Table 1 + 2 from the Code of Practice is not being used for the calculation of the Firefighting Water Supply, a competent person using appendix H and J from the Code of Practice can propose an alternative method to determine firefighting water supply adequacy.

Appendix H describes a method for determining the maximum fire size in a structure. Appendix J describes a method for assessing the adequacy of the firefighting water supply to the premises.

5 (a) Alternative Method Appendix H & J

If an alternative method of determining the FFWS has been proposed, who proposed it?

Name: Click or tap here to enter text.

Contact Details: Click or tap here to enter text.

Proposed volume of storage?

Litres: Click or tap here to enter text.

Comments:

Click or tap here to enter text.

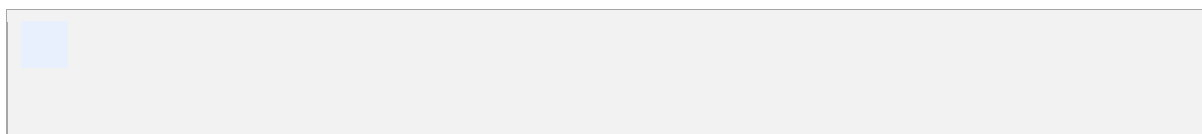
** Please provide a copy of the calculations for consideration.*

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

6. Diagram

Please provide a diagram identifying the location of the dwelling/s, the proposed firefighting water supply and the attendance point of the fire appliance to support your application.



Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

7. Vegetation Risk Reduction - Fire + Fuel = Why Homes Burn

Properties that are residential, industrial or agricultural, are on the urban–rural interface if they are next to vegetation, whether it is forest, scrubland, or in a rural setting. Properties in these areas are at greater risk of wildfire due to the increased presence of nearby vegetation.

In order to mitigate the risk of fire spread from surrounding vegetation to the proposed building and vice-versa, Fire Emergency New Zealand recommends the following;

I. Fire safe construction

Spouting and gutters – Clear regularly and consider screening with metal mesh. Embers can easily ignite dry material that collects in gutters.

Roof – Use fire resistant material such as steel or tile. Avoid butanol and rubber compounds.

Cladding – Stucco, metal sidings, brick, concrete, and fibre cement cladding are more fire resistant than wood or vinyl cladding.

II. Establish Safety Zones around your home.

Safety Zone 1 is your most important line of defence and requires the most consideration. Safety Zone 1 extends to 10 metres from your home, you should;

- a) Mow lawn and plant low-growing fire-resistant plants; and*
- b) Thin and prune trees and shrubs; and*
- c) Avoid tall trees close to the house; and*
- d) Use gravel or decorative crushed rock instead of bark or wood chip mulch; and*
- e) Remove flammable debris like twigs, pine needles and dead leaves from the roof and around and under the house and decks; and*
- f) Remove dead plant material along the fence lines and keep the grass short; and*
- g) Remove over hanging branches near powerlines in both Zone 1 and 2.*

III. Safety Zone 2 extends from 10 – 30 metres of your home.

- a) Remove scrub and dead or dying plants and trees; and*
- b) Thin excess trees; and*
- c) Evenly space remaining trees so the crowns are separated by 3-6 metres; and*
- d) Avoid planting clusters of highly flammable trees and shrubs*
- e) Prune tree branches to a height of 2 metres from the ground.*

IV. Choose Fire Resistant Plants

Fire resistant plants aren't fire proof, but they do not readily ignite. Most deciduous trees and shrubs are fire resistant. Some of these include: poplar, maple, ash, birch and willow. Install domestic sprinklers on the exterior of the sides of the building that are less 20 metres from the vegetation. Examples of highly flammable plants are: pine, cypress, cedar, fir, larch, redwood, spruce, kanuka, manuka.

For more information please go to <https://www.fireandemergency.nz/at-home/the-threat-of-rural-fire/>

If your building or dwelling is next to vegetation, whether it is forest, scrubland, or in a rural setting, please detail below what Risk Reduction measures you will take to mitigate the risk of fire development and spread involving vegetation?

7 (a) Vegetation Risk Reduction Strategy

Trees and shrubs are at the bottom of a slope below the level area where the cabins will be located. Such that the tops of the trees are at or below the proposed building platform. Every effort will be made to keep trees and shrubs sufficiently pruned to mitigate fire risks. The trees and shrub vegetation is actually relatively sparse with an average of 1 metre spacing between trees. In due course, planned landscaping on the property will see the installation of an irrigation system a consequence of which will be a higher level of humidity and moisture on the property.

Internal FENZ Risk Reduction comments only:

Click or tap here to enter text.

8. Applicant

Checklist	
<input checked="" type="checkbox"/>	Site plan (scale drawing) – including; where to park a fire appliance, water supply, any other relevant information.
<input checked="" type="checkbox"/>	Any other supporting documentation (diagrams, consent).

I submit this proposal for assessment.

Name: Peter Marshall Dated: 17/01/2025

Contact No.: 021436921

Email: kowhai.pacific@xtra.co.nz

Signature: Click or tap here to enter text.

9. Approval

In reviewing the information that you have provided in relation to your application being approximately a [Click or tap here to enter text.](#) square metre, Choose an item. dwelling/sub division, and non-sprinkler protected.

The Community Risk Manager of Fire and Emergency New Zealand under delegated authority from the Fire Region Manager, Te Hiku, and the District Manager has assessed the proposal in relation to firefighting water supplies and the vegetation risk strategy. The Community Risk Manager Choose an item. agree with the proposed alternate method of Fire Fighting Water Supplies. Furthermore, the Community Risk Manager agrees with the Vegetation Risk Reduction strategies proposed by the applicant.

Name: Click or tap here to enter text.

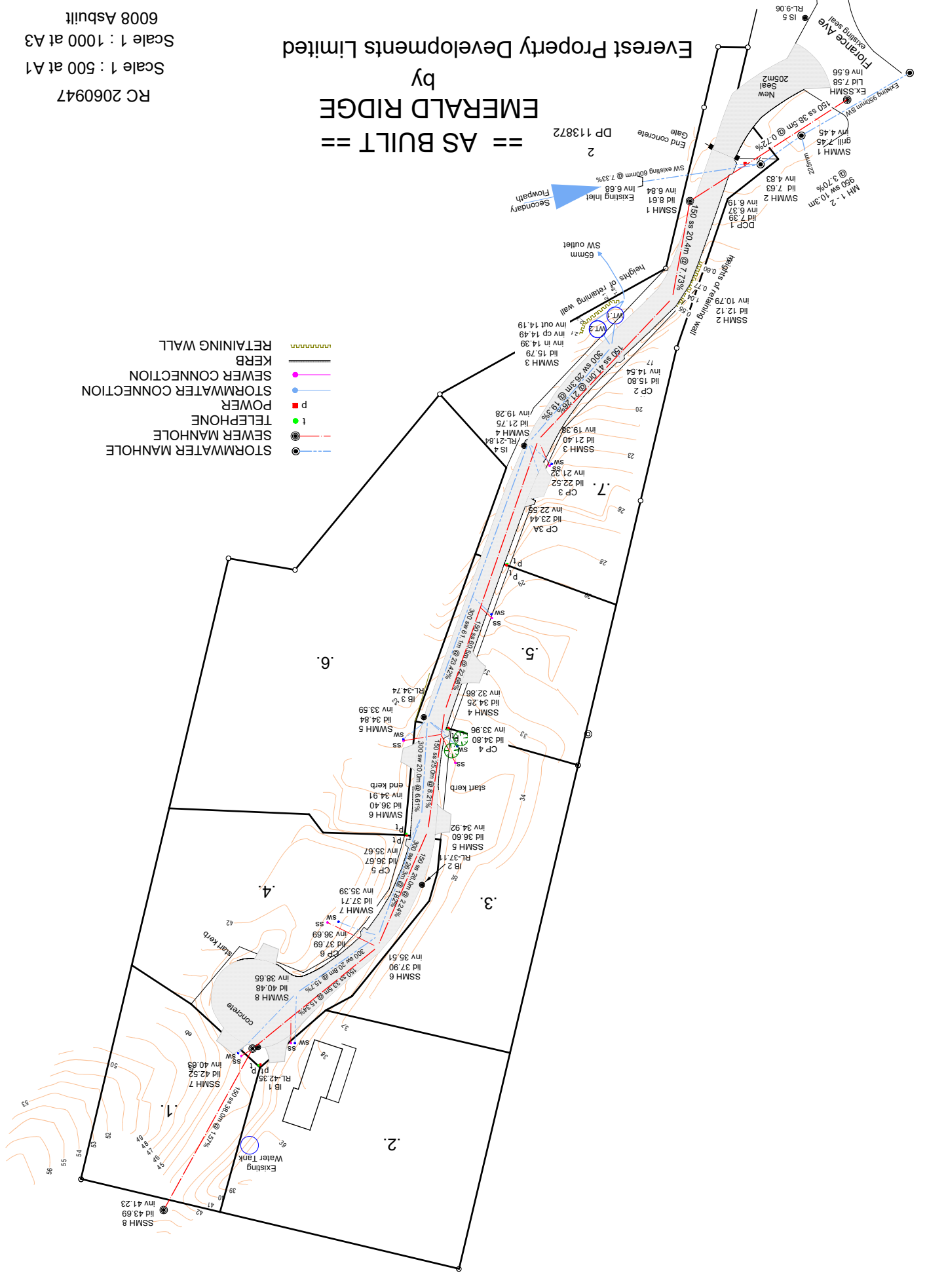
Signature: Click or tap here to enter text. Dated: Click or tap to enter a date.

P.P on behalf of the Community Risk Manager Northland Mitchell Brown

Everest Property Developments Limited
by
EMERALD RIDGE
== AS BUILT ==

Scale 1 : 500 at A1
Scale 1 : 1000 at A3
6008 Asbuilt
RC 2060947

- STORMWATER MANHOLE
- SEWER MANHOLE
- TELEPHONE
- POWER
- STORMWATER CONNECTION
- SEWER CONNECTION
- KERB
- RETAINING WALL





FREE FISHING ANCHOR
NOT FOR DOMESTIC USE

OUR PROPERTY

CONCRETE WATER TANK FOR USE IN EVENT OF FIRE ON THE SUBDIVISION

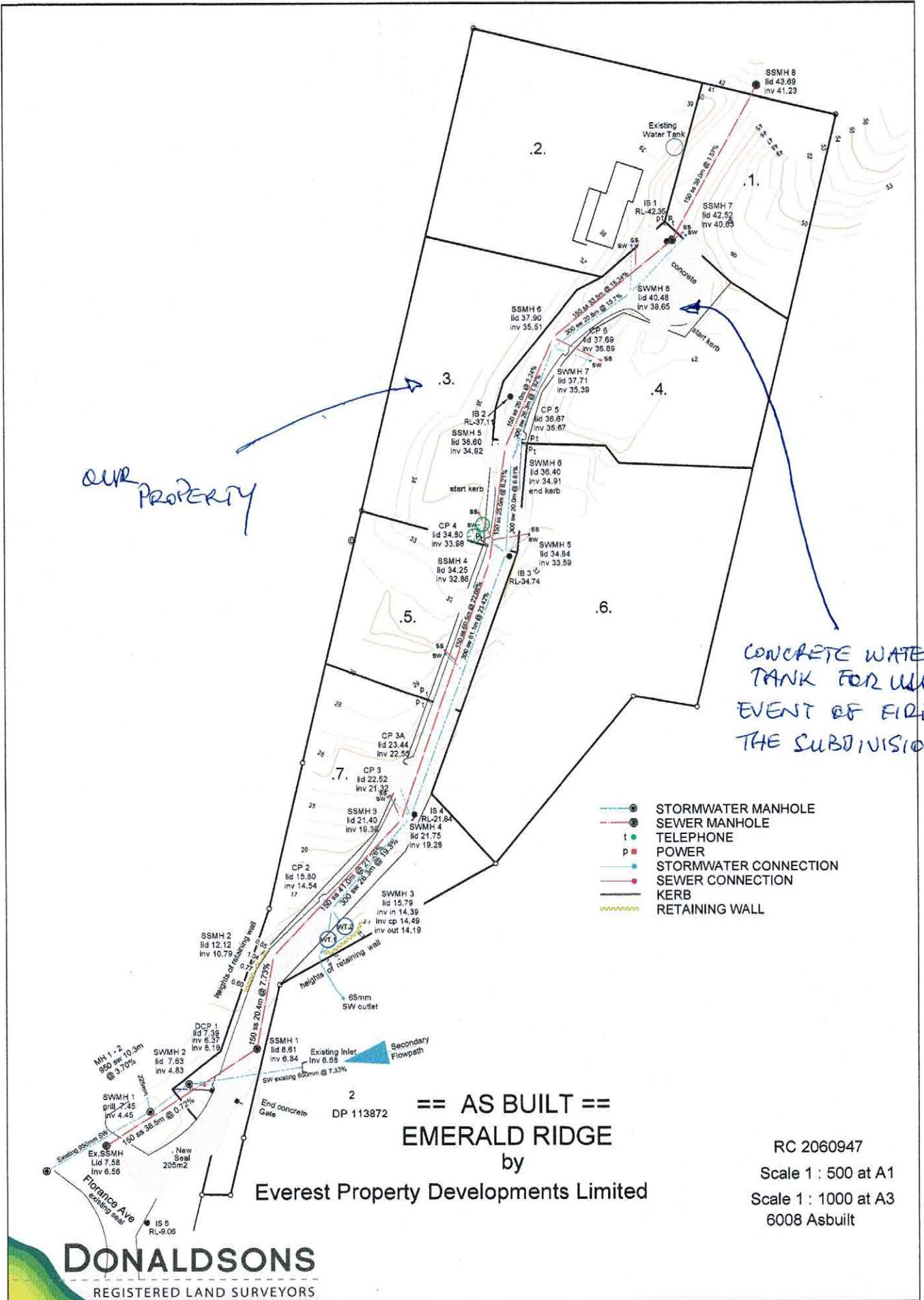
- STORMWATER MANHOLE
- SEWER MANHOLE
- t TELEPHONE
- p POWER
- STORMWATER CONNECTION
- SEWER CONNECTION
- KERB
- RETAINING WALL

== AS BUILT ==
EMERALD RIDGE
by

Everest Property Developments Limited

RC 2060947
Scale 1 : 500 at A1
Scale 1 : 1000 at A3
6008 Asbuilt

DONALDSONS
REGISTERED LAND SURVEYORS





1. PROPERTY INFO
FLORANCE AVENUE
RUSSELL
PARCEL ID: 7938928
LEGAL DESCRIPTION: LOT 3 DP 490329
TITLES: 707668

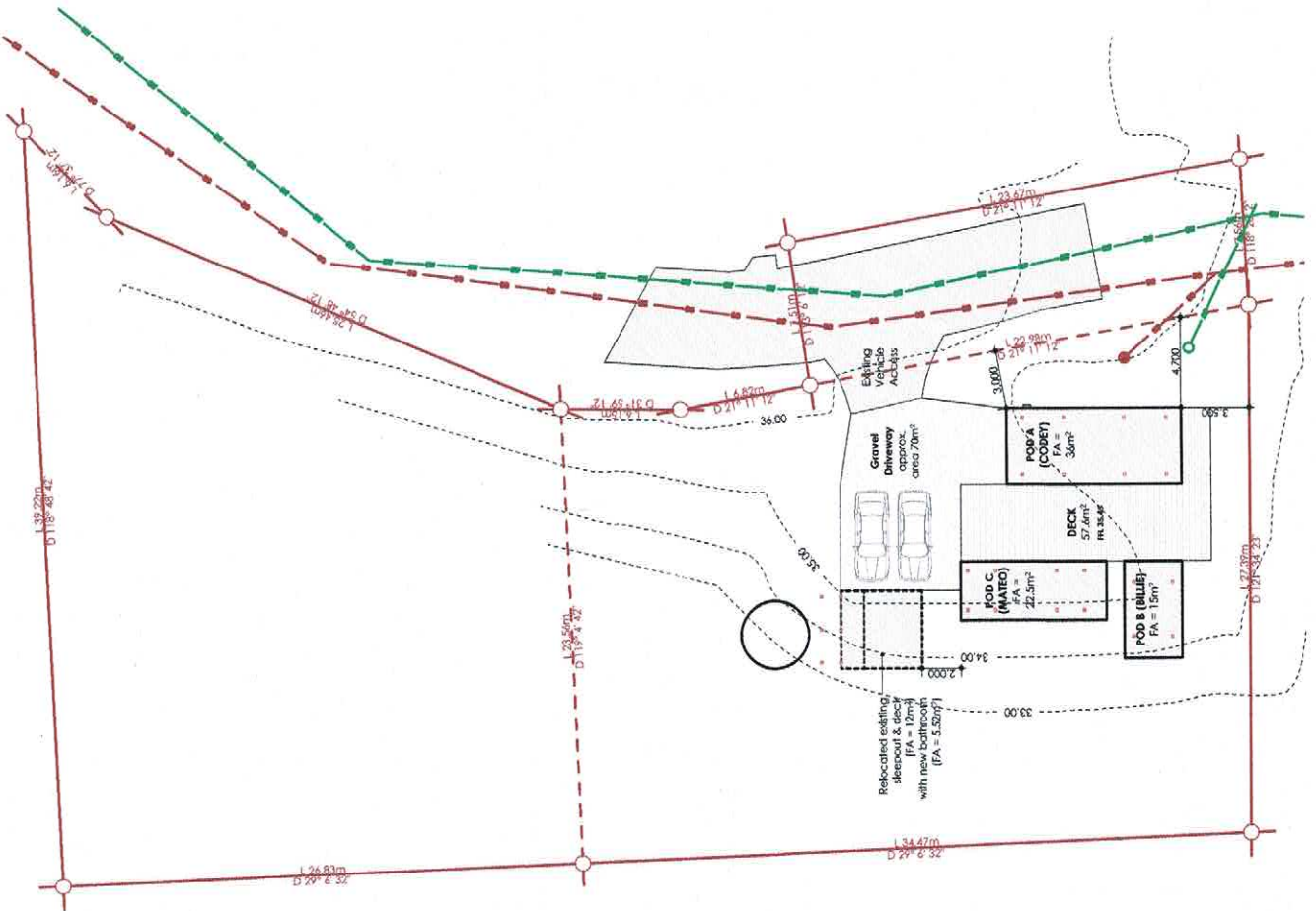
SITE AREA: 1,863m²

2. ZONES

- CLIMATE ZONE: 1
- EARTHQUAKE ZONE: ZONE 1
- EXPOSURE ZONE: ZONE D
- WIND REGION: A
- RAINFALL RANGE: 90 - 100
- WIND ZONE: VERY HIGH

3. ENVIRONMENT: KORORAREKA RUSSELL TOWNSHIP

GROSS SITE AREA = 1,863m²



Date	Rev. ID	Description

**PROPOSED POD HOMES
FOR PETER & DENISE**
Lot 3 Florance Ave, Russell
Phase 2 (DP)

SITE PLAN - OVERALL

Client	Peter & Denise
Project Name	Phase 2
Date	20/11/2024
Scale	
Author	
Checker	
Rev. No.	
Rev. Description	
Rev. Date	

- A101 01

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HK ARCHITECTURE
E: harve.kim@hkmail.com | P: 021 262 1277

1 **SITE PLAN - OVERALL**
SCALE 1:250



View Instrument Details

Instrument No. 8117853.1
Status Registered
Date & Time Lodged 10 Jul 2009 10:43
Lodged By Gavin, Christine Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
144393	North Auckland
250600	North Auckland

Existing right to drain sewage.

Annexure Schedule: Contains 1 Page.

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 Mortgagee under Mortgage 7637244.1 has consented to this transaction and I hold that consent

Signature

Signed by Mark Sinclair Shepherd as Grantor Representative on 10/07/2009 10:11 AM

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 Mark Sinclair Shepherd as Grantee Representative on 10/07/2009 10:11 AM

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

EASEMENT INSTRUMENT

Land Registration District

North Auckland

Grantor

Surname must be underlined

Everest Property Developments Limited

Grantee

Surname must be underlined

Donny Charitable Trust Board

Grant of Easement

The Grantor, being the registered proprietor of the servient land set out in Schedule A **Grants to the Grantee** the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Purpose (Nature and effect) of easement	Shown (Plan reference) DP 407333	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right to drain sewage	C	Lot 1 DP 113872 (part CT 250600)	Lot 2 DP 335250 (CT 144393)

Easement, rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied and added to by the following provisions:

- Any easement facility will be under and within the ground comprising the stipulated course.



View Instrument Details

Toitu te
Land whenua
Information
New Zealand



Instrument No. 11532018.2
Status Registered
Date & Time Lodged 03 Oct 2019 11:44
Lodged By Thomas, Dale Fredric Theo
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
707666	North Auckland
707667	North Auckland
707668	North Auckland
707669	North Auckland
707670	North Auckland
707671	North Auckland
707672	North Auckland

Consent Notice.

Annexure Schedule Contains 1 Pages.

Signature

Signed by Dale Fredric Theo Thomas as Territorial Authority Representative on 28/09/2019 04:01 PM

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



**Far North
District Council**

Private Bag 752, Manukau Ave
Auckland 0440, New Zealand
Facsimile: 0800 920 829
Phone: (09) 401 5200
Fax: (09) 401 2182
Email: inf@fndc.govt.nz
Website: www.fndc.govt.nz

Te Kaitiaki o Tai Tokerau ki Te Raki

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2160010-RMAVAR/B

Being the Subdivision of Lot 1 DP 113872 and Lot 10 DP 361582
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

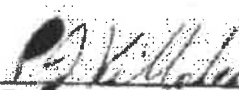
Lots 1, 2, 4 & 6 DP 490329

- (i) No earthworks or vegetation clearance shall take place within the areas identified as 'V', 'W', 'X' and 'Y'.

Lots 1- 7 DP 490329

- (ii) Any building shall be situated on the building platform identified in the Site Suitability Report prepared by PK Engineering Ltd, Job no. 04-117, dated February 2005.
- (iii) All building foundations shall be designed by a Chartered Professional Engineer. Such details shall be provided to Council in conjunction with a building consent application.

SIGNED:


Mr Patrick John Killalea - Authorised Officer
By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
PRINCIPAL PLANNER - RESOURCE MANAGEMENT

DATED at KERIKERI this 23rd day of August 2019



View Instrument Details

Instrument No. 11532018.3
 Status Registered
 Date & Time Lodged 03 Oct 2019 11:44
 Lodged By Thomas, Dale Fredric Theo
 Instrument Type Easement Instrument



Affected Records of Title	Land District
707666	North Auckland
707667	North Auckland
707668	North Auckland
707669	North Auckland
707670	North Auckland
707671	North Auckland
707672	North Auckland

*Right of Way.
 Right to convey electricity, telecommunication
 water.
 Right to drain sewage & water.*

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
- I certify that the Mortgagee under Mortgage 7637244.1 has consented to this transaction and I hold that consent

Signature

Signed by Dale Fredric Theo Thomas as Grantor Representative on 28/09/2019 04:01 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 Dale Fredric Theo Thomas as Grantee Representative on 28/09/2019 04:01 PM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Transfer Act 2017)

Grantor

Everest Property Developments Limited

Grantee

Everest Property 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) DP 490329	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, Right to convey electricity, telecommunications & water & Right to drain sewage & water	B	Lot 4 DP 490329 (RT 707669)	Lots 1, 2, 3, 5, 6 & 7 DP 490329 comprised in RTs 707666, 707667, 707668, 707670, 707671, & 707672
	C	Lot 3 DP 490329 (RT 707668)	Lots 1, 2, 4, 5, 6 & 7 DP 490329 comprised in RTs 707666, 707667, 707669, 707670, 707671, & 707672
	D	Lot 5 DP 490329 (RT 707670)	Lots 1, 2, 3, 4, 6 & 7 DP 490329 comprised in RTs 707666, 707667, 707668, 707669, 707671, & 707672
	E, F, G, H	Lot 7 DP 490329 (RT 707672)	Lots 1, 2, 3, 4, 5, & 6 DP 490329 comprised in RTs 707666, 707667, 707668, 707669, 707670, & 707671

Right to drain water	I	Lot 7 DP 490329 (RT 707672)	Lots 1, 2, 3, 4, 5, & 6 DP 490329 comprised in RTs 707666, 707667, 707668, 707669, 707670, & 707671
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Easements or *profits a' 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 Five of the Property Law Act 2007 ("Implied Terms"). If any conflict arises between the implied Terms and the conditions set out below, the conditions set out below will prevail.

The implied rights and powers are varied by the following:

1. Background

Emerald Ridge is a gated residential subdivision with Communal Facilities (including a private road and an electronic entry and exit gate) that are owned by the Owners pursuant to the terms of this instrument.

2. Interpretation

For the purposes of this instrument:

- (a) **"Communal Facilities"** means all improvements situated on the Easement Areas intended for communal use by the residents of Emerald Ridge, including without limitation any entry and exit gate situated at the entrance to Emerald Ridge, common stormwater tanks, common landscaping, the private road and any street lighting for the private road.
- (b) **"Completed"** means the development of Emerald Ridge is fully completed (i.e. the point at which all 7 lots as shown on DP 490329 fall within the definition of Developed Property as set out below).
- (c) **"Developed Property"** means a property within Emerald Ridge:
 - (i) For which a separate record of title has issued; and
 - (ii) Owned by a person other than the Developer.
- (d) **"Developer"** means Everest Property Developments Limited or its nominee.
- (e) **"Easement Areas"** means the easement areas identified in Schedule A being areas B, C, D, E, F, G, H, and I on DP 490329.
- (f) **"Emerald Ridge"** means the gated residential 7 lot subdivision shown on DP 490329.
- (g) **"Owners"** means the owners of lots 1 to 7 DP 490329.

3. Ownership of Communal Facilities

The Communal Facilities are owned by the Owners as tenants in common in equal shares.

4. Decision making by the Owners

Subject to clause 5(b) below, all acts, decisions, and agreements of the "Owners" pursuant to this instrument and/or that relates to the Communal Facilities must be made by a majority of the Owners.

5. Developer as the Controlling Owner

Until the development of Emerald Ridge is Completed, the Developer will be the controlling Owner and as the controlling Owner the Developer will:

- (a) Have all of the rights of an Owner under this instrument but none of the obligations;
- (b) Have the right to veto any act, decision, or agreement of the Owners made pursuant to this instrument and/or that relates to the Communal Facilities; and
- (c) Not be required to pay any costs arising out of or in connection to the Communal Facilities, unless the Developer is the registered owner of a lot that has a residential house constructed on it, in which case the Developer will pay the share for the Communal Facilities that is payable by the owner of that lot to the intent that the Developer will not be liable to pay for any costs arising out of or in connection to this instrument and the Communal Facilities for any of the vacant lots that are still owned by the Developer and that are awaiting a sale.

6. Variation to Right of Way terms to allow for Communal Facilities

It will not be a breach of the right of way created within this instrument if the Owners:

- (a) Allow the existing gated entry and exit to remain in place; and/or
- (b) Replace the existing gate; and/or
- (c) Erect, place, or permit any light or lighting device, gate and associated structure, fence, security system, retaining wall, or landscaping within the Easement Areas,

to the effect that a gate and other Communal Facilities may be installed and remain in place at all times, provided that the Owners must comply with clauses 3 and 4 above and that all of the Owners retain rights of entry and exit to their respective lots (even if such entry or exit is via such gate or other Communal Facilities).

7. Maintenance

- (a) Subject to clause 7(b) below, each lot will be liable for a 1/7th share of the operating, repair, maintenance, and replacement costs associated with the Communal Facilities (including electricity charges).
- (b) If the Developer is the owner of any of the lots on DP 490329 then the Developer will only be liable to pay a 1/7th share of the costs for any lot owned by the Developer that has a residential house constructed on it to the intent that the Developer will not be liable to pay any costs arising out of and in connection to this instrument and the Communal Facilities for any vacant lots that are still owned by the Developer that are awaiting a sale (see clause 5(c) above).
- (c) Subject to clause 7(b) above, the Owners will pay their share of the costs payable pursuant to clause 7(a) above by way of contributions to a maintenance fund. The maintenance fund will initially be set up and maintained by the Developer in a separate bank account with the Developer acting as stakeholder. The initial amount payable to the maintenance fund will be \$1,000 per annum per lot for the period 1 April to 31 March in each year. The amount payable to the maintenance fund will be reviewed annually by the Developer (or pursuant to clause 7(d) below). The Owners will pay their share of any shortfall upon demand in writing from the Developer (or pursuant to clause 7(d) below).
- (d) Immediately upon the Developer ceasing to be an Owner:
 - (i) The Developer will pay the balance remaining in the maintenance fund to a bank account nominated by a majority decision of the Owners and notified to the Developer in writing; and

- (ii) The Owners will take over full responsibility for the continued operation and maintenance of the maintenance fund for the benefit of the Owners on the basis that all decisions and actions must be made by a majority of the Owners.



View Instrument Details

Instrument No. 11532018.4
 Status Registered
 Date & Time Lodged 03 Oct 2019 11:44
 Lodged By Thomas, Dale Fredric Theo
 Instrument Type Easement Instrument



Affected Records of Title	Land District
707666	North Auckland
707667	North Auckland
707668	North Auckland
707669	North Auckland
707670	North Auckland
707671	North Auckland
707672	North Auckland

Right to store and convey water for fire fighting purposes.

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 Mortgagee under Mortgage 7637244.1 has consented to this transaction and I hold that consent

Signature

Signed by Dale Fredric Theo Thomas as Grantor Representative on 28/09/2019 04:15 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 Dale Fredric Theo Thomas as Grantee Representative on 28/09/2019 04:15 PM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Transfer Act 2017)

Grantor

Everest Property Developments Limited

Grantee

Everest Property 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) DP 490329	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to store & convey water for firefighting purposes	K	Lot 4 DP 490329 comprised in RT 707669	Lot 1 DP 490329 comprised in RT 707666 Lot 2 DP 490329 comprised in RT 707667 Lot 3 DP 490329 comprised in RT 707668 Lot 5 DP 490329 comprised in RT 707670 Lot 6 DP 490329 comprised in RT 707671 Lot 7 DP 490329 comprised in RT 707672

Easements or *profits a' 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 Five of the Property Law Act 2007 (“**Implied Rights**”). If any conflict arises between the Implied Rights and these conditions, these conditions will prevail. The Implied Rights are varied by the following:

1.0 Interpretation

1.1 “Easement Area” means area K as shown on DP 490329; and

1.2 “Firefighting Water Tanks” means communal water tanks dedicated for firefighting purposes with a minimum tank storage capacity of 45,000 litres which are required by the conditions of subdivision consent 2160010-RMAVAR/B to be installed and maintained on the Easement Area.

2.0 Grant

2.1 The Grantor grants to the Grantee the right to store and convey water on and over the Easement Area for firefighting purposes.

3.0 Terms

3.1 The Grantee and the New Zealand Fire Service may from time to time enter into or upon the Burdened Land by the most practicable route with all necessary tools, vehicles, and equipment and remain on the Burdened Land and:

- (a) Use any Firefighting Water Tanks already situated on the Easement Area;
- (b) Inspect, maintain, repair, clean, dig up, alter, enlarge, renew or replace any Fire Fighting Water Tanks situated on the Easement Area; and
- (c) Generally do anything necessary or convenient for the full exercise of the rights granted by this instrument.

3.2 The Grantees are responsible equally for:

- (a) Keeping the Firefighting Water Tanks full to capacity (provided that any registered owner of the Benefited Land that uses the water will be responsible for refilling, at their own cost, the Firefighting Water Tanks within 3 days of using the same); and
- (b) Arranging the repair, maintenance, and replacement of the Firefighting Water Tanks in accordance with the requirements and/or directions of the Far North District Council and/or the New Zealand Fire Service, and for the associated costs to the intent that the Firefighting Water Tanks will be available for use for firefighting purposes on a continuing basis.

3.3 However, any repair or maintenance of the Firefighting Water Tanks that is:

- (a) Attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost; or
- (b) Only partly attributable to an act or omission by the grantor or grantee,—
 - (i) That party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (ii) The balance of those costs is payable in accordance with subclause 3.2.



View Instrument Details



Instrument No. 11532018.5
Status Registered
Date & Time Lodged 03 Oct 2019 11:44
Lodged By Thomas, Dale Fredric Theo
Instrument Type Easement Instrument

Affected Records of Title	Land District
707668	North Auckland
707669	North Auckland
707670	North Auckland
707672	North Auckland

Right to convey electricity
(in gross, Top Energy).

Annexure Schedule Contains 7 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 Mortgagee under Mortgage 7637244.1 has consented to this transaction and I hold that consent

Signature

Signed by Dale Fredric Theo Thomas as Grantor Representative on 28/09/2019 04:01 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 Graeme John Mathias as Grantee Representative on 06/09/2019 09:08 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Everest Property 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	Marked "C" on Deposited Plan 490329	Record of Title 707668	In gross
Right to convey electricity	Marked "B" on Deposited Plan 490329	Record of Title 707669	
Right to convey electricity	Marked "D" on Deposited Plan 490329	Record of Title 707670	
Right to convey electricity	Marked "E", "F", "G" and "H" on Deposited Plan 490329	Record of Title 707672	

Underground Easement

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*Insert instrument type***Easement****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 707668, 707669, 707670 and 707672
- (b) "Easement Area" means that part of the Burdened Land marked on Deposited Plan 490329 with the letters "B", "C", "D", "E", "F", "G" and "H";
- (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;

Annexure Schedule*Insert instrument type***Easement**

- (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 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.

Underground Easement

Annexure Schedule*Insert instrument type***Easement**

- 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.
- 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;

Underground Easement

Annexure Schedule*Insert instrument type***Easement**

- (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 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**

Annexure Schedule

Insert instrument type

Easement

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. 11532018.6
Status Registered
Date & Time Lodged 03 Oct 2019 11:44
Lodged By Thomas, Dale Fredric Theo
Instrument Type Easement Instrument

Affected Records of Title	Land District	
707668	North Auckland	Right to convey telecommunications (in gross, chorus).
707669	North Auckland	
707670	North Auckland	
707672	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
- I certify that the Mortgagee under Mortgage 7637244.1 has consented to this transaction and I hold that consent

Signature

Signed by Dale Fredric Theo Thomas as Grantor Representative on 28/09/2019 04:01 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 Dale Fredric Theo Thomas as Grantee Representative on 28/09/2019 04:01 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.*

Everest Property Developments Limited
--

Grantee*Surname(s) must be underlined.*

CHORUS NEW ZEALAND 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 <i>profit(s)</i> 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	B on DP 490329	Lot 4 DP 490329 RT 707669	Chorus New Zealand Limited (in gross)
	C on DP 490329	Lot 3 DP 490329 RT 707668	
	D on DP 490329	Lot 5 DP 490329 RT 707670	
	E, F, G, H on DP 490329	Lot 7 DP 490329 RT 707672	

MHO-178339-24-108-V1

3701233.1

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

Pages

Continue in additional Annexure Schedule, if required.

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:
Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.
the provisions set out in the Annexure Schedule.

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,

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

3

of

Pages

Continue in additional Annexure Schedule, if required.

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.

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):

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

4

of

Pages

Continue in additional Annexure Schedule, if required.

- (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.

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.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

5

of

Pages

Continue in additional Annexure Schedule, if required.

- (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. 11532018.7
Status Registered
Date & Time Lodged 03 Oct 2019 11:44
Lodged By Thomas, Dale Fredric Theo
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
707666	North Auckland
707667	North Auckland
707668	North Auckland
707669	North Auckland
707670	North Auckland
707671	North Auckland
707672	North Auckland

Land Covenants.

Annexure Schedule Contains 4 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 Dale Fredric Theo Thomas as Covenantor Representative on 28/09/2019 04:02 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 Dale Fredric Theo Thomas as Covenantee Representative on 28/09/2019 04:02 PM

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

Covenant Instrument to note land covenant

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

Covenantor

Everest Property Developments Limited

Covenantee

Everest Property 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 Covenants	N/A	Lots 1, 2, 3, 4, 5, 6 & 7 DP 490329 comprised in RTs 707666, 707667, 707668, 707669, 707670, 707671, & 707672	Lots 1, 2, 3, 4, 5, 6 & 7 DP 490329 comprised in RTs 707666, 707667, 707668, 707669, 707670, 707671, & 707672

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 the Annexure Schedule.

Annexure Schedule

1.0 Background and Interpretation

1.1 The Covenantor and the Covenantee acknowledge and agree that the Lot forms part of a development to be established as a modern and well-designed residential subdivision known as Emerald Ridge. The Covenantor and the Covenantee therefore agree that the within Lot and all properties forming part of the plan of subdivision will be subject to the following building and land covenants so as to bind them, and their successors and assigns. The covenants contained in this document shall run with the land and be recorded against the title to each Lot. For the purposes of these covenants:

1.2 "Benefited Land" means the land identified as the benefited land in Schedule A;

1.3 "Burdened Land" means the land identified as the burdened land in Schedule A;

1.4 "Design Guidelines" means the design guidelines for the Burdened Land promulgated by the Developer;

1.5 "Developer" means "Everest Property Developments Limited" or its nominee; and

1.6 "Lot" means any one of the individual lots comprising the burdened land.

2.0 Covenant Provisions

The Covenantor covenants, for the benefit of the Covenantee, that:-

2.1 The Covenantor will:

- (a) At all times comply with the Design Guidelines, the terms of this land covenant, and any other land covenant or planning instrument applying to the Burdened Land.
- (b) Not cross lease the Lot or create unit titles thereon or further subdivide the Lot in any manner.
- (c) Not permit:
 - (i) The erection or placement of any temporary building, container, second hand building or other structure upon the Lot except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the Lot upon completion of the work.
 - (ii) Notwithstanding the provisions of clause 2.1(c)(i), a kitset or a transportable house will be permitted if it is as brand new and if it complies with the Design Guidelines and does not detract from the quality of the subdivision and the housing standard within the subdivision.
 - (iii) The use on the exterior of any building any second hand materials (except stone or exposed beams) nor any building materials (including fibrolite) which detract from the quality of the subdivision and the housing standard within the subdivision.

- (iv) The use of any unpainted corrugated metal roofs or unpainted metal sidings. If metal is used any colour steel/bond prefinished factory colour metal or zincalume metal sidings are permitted.
- (d) Not permit any building to be occupied until it has received a code of compliance certificate from the relevant authority.
- (e) Not permit any building on the Lot to be erected other than within the approved building platform areas and with all building foundations designed by a chartered professional engineer if so required.
- (f) Not permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months and will complete construction of any such building within twelve (12) months of commencement of construction on the Lot and will complete all fencing and landscaping and driveways on the Lot within eighteen (18) months of the commencement of construction.
- (g) Not erect or permit to erect any fence on the Lot other than fences of good quality construction not exceeding 1.8m in height above the natural ground level of the Lot and not to be made of post and wire, corrugated iron, plywood sheeting or other such material which detracts from the quality of the subdivision and the housing standards within the subdivision.
- (h) Not permit or allow in respect of any Lot any rubbish including but not limited to excess building materials, machinery or car bodies to accumulate nor allow excessive growth of grass or noxious weeds so that the same becomes unsightly or a fire hazard.
- (i) Not damage the landscaping, roading, footpaths, kerbs, concrete or other structures and to reinstate replace and be responsible for all costs arising from such damage or from the actions of any agents, or invitees or contractors.
- (j) Not permit the parking of boats, caravans, trucks or large commercial vehicles on the roadway other than for temporary delivery or unloading.
- (k) Not permit any dangerous, aggressive or noisy animals.
- (l) Not permit any caravan, campervan or similar vehicle situated on or adjacent to the Lot to be used or occupied as a residence.

3.0 Height and Building Restrictions

- 3.1 The Covenantor will ensure that no vegetation, tree, shrub, bush, building, aerial, mast or other structure on Lots 3, 4, 5, 6 and 7 on DP 490329 exceeds a height above the specified height restrictions shown on DP 490329. For the purposes of clarification, the height restrictions mean that only single level homes can be constructed on Lots 3, 4, 5, 6 and 7 DP 490329.
- 3.2 The Covenantor will ensure that no building or other structure is constructed within the areas shown as V, W, X, Y and Z on DP 490329. The Covenantor will also ensure that no earthworks, clearance of stabilising vegetation (excluding noxious weeds such as wattles and gorse) is carried out within the areas shown as V, W, X, Y and Z on DP 490329.
- 3.3 The Covenantor will ensure that no tree, shrub or hedge will grow to a height that blocks the view of Matauwhi Bay from any neighbouring property.

4.0 Breach of Covenants

4.1 Should the Covenantor fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions herein then without prejudice to any other liability the Covenantor may have to any Covenantee including the Developer, the Covenantor will:

- (a) Subject to subclause (d) below, pay to the Covenantee as liquidated damages the sum of fifty dollars (\$50) per day of default immediately upon receipt of a written demand of a payment from the Covenantee (or the Covenantee's solicitors); and
- (b) Permanently remove or cause to be permanently removed from the Lot any improvement or structure so erected or repaired or other causes of any breach or non-observance of the foregoing covenants;

PROVIDED it is further agreed and acknowledged that;

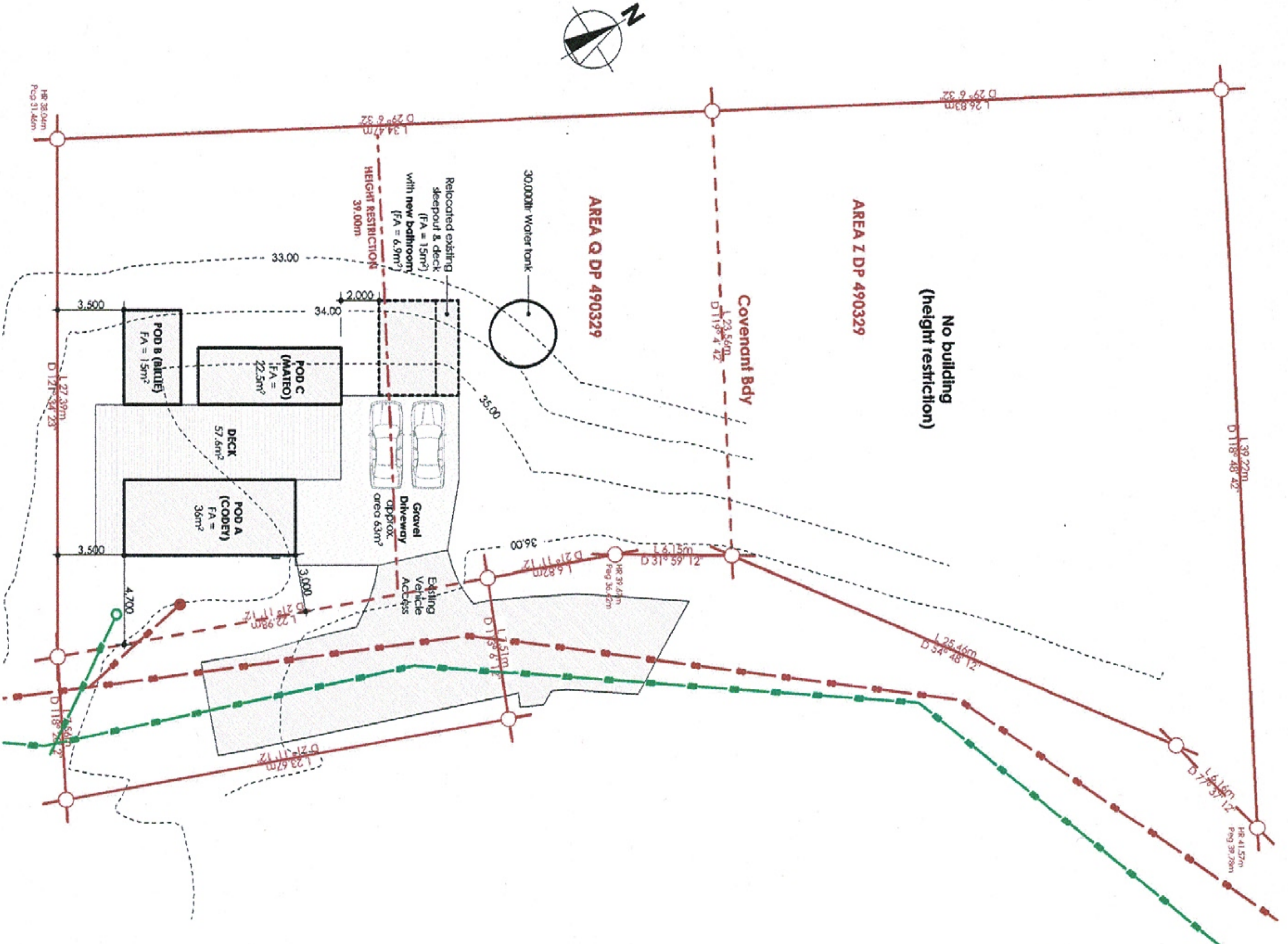
- (c) The Covenantor shall only have any liability hereunder while the Covenantor is a registered owner of the Lot (but a Covenantor will remain liable for any breach that occurred while that Covenantor was a registered owner); and
- (d) In any instance of default, the remedying of such default within one month of notice in writing requiring the removal of such cause of default and a payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the sum prescribed herein, providing that this waiver shall not apply in respect of any subsequent default of a similar nature.

5.0 Developer's Rights

5.1 The Developer shall have no obligation to enforce the foregoing covenants, and the rights of the Developer to enforce the terms of the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which the Developer ceases to be a registered owner of any Lot with the benefit of these covenants, and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the registered owners of any Lot in the said subdivision which obtain benefits from the said covenants.

6.0 Consent to Variation

6.1 Notwithstanding any provision herein contained, the Developer shall have the unrestricted and arbitrary right to consent to any variation or alteration at any time to any covenant set out herein whether on an individual or global basis.



1. PROPERTY INFO

7 EMERALD RIDGE
 RUSSELL 0202
 PARCEL ID: 7938928
 LEGAL DESCRIPTION: LOT 3 DP 490329
 TITLES: 707668

SITE AREA: 1,863m²

2. ZONES

CLIMATE ZONE: 1
 EARTHQUAKE ZONE: ZONE 1
 EXPOSURE ZONE: ZONE D
 WIND REGION: A
 RAINFALL RANGE: 90 - 100
 WIND ZONE: VERY HIGH

3. ENVIRONMENT: KORORAREKA RUSSELL TOWNSHIP

GROSS SITE AREA = 1,863m²

EXISTING SLEEPOUT = 15m²

PROPOSED PODS TOTAL FA = 73.5m²

PROPOSED BATHROOM ADDITION = 6.9m²

PROPOSED DECK AREA = 57.6m²

1 SITE PLAN - OVERALL
 SCALE 1:250



Date	Prep ID	Description
27/11/2024	01	FOR BUILDING CONSENT

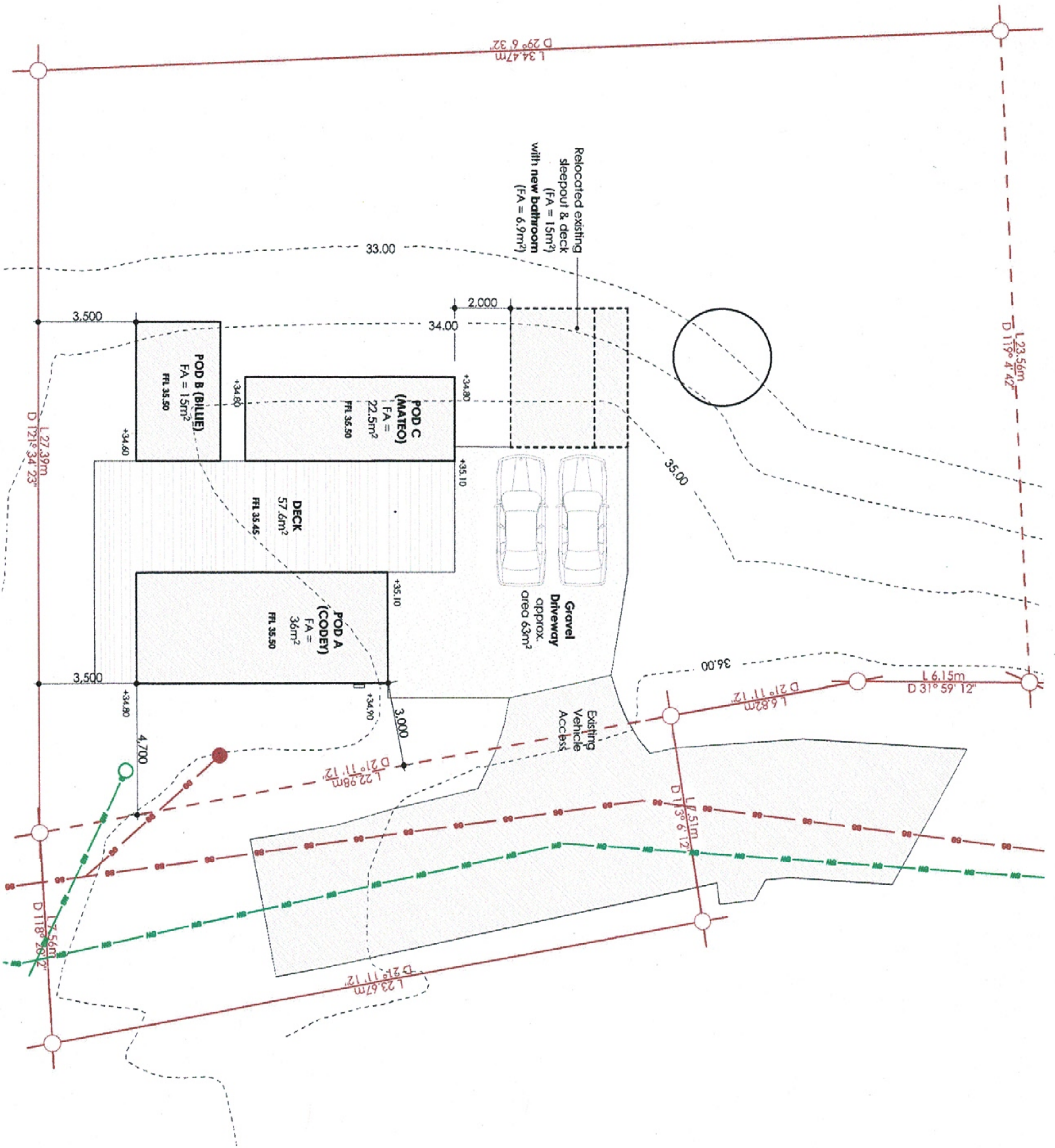
PROPOSED POD HOMES FOR PETER & DENISE

7 Emerald Ridge, Russell

SITE PLAN - OVERALL

SCALE	DATE	REVISION	BY
1:250	27/11/2024	01	

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 The contractor to verify all dimensions, levels, angles on site prior to commencing any work.



1
SITE PLAN
SCALE 1:150



Date	Rev. ID	Description
27/11/2024	01	Per Building Consent

PROPOSED POD HOMES FOR PETER & DENISE

7 Emerald Ridge, Russell

SITE PLAN

SCALE	A5 (DOWN) @ A3
DRAWN BY	HK
DATE	27/11/2024
FOUNDED	EMERSON/MAK / 2014/03
	A102 01

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