

Our Reference: 8177.1 (FNDC)

22 May 2026

Resource Consents Department
Far North District Council
JB Centre
KERIKERI

Dear Sir/Madam

**RE: Proposed Re-approval of Stage 1 of a previously issued consent – 103
Coppermine Road, Kaeo**

I am pleased to lodge application for a subdivision of land zoned Rural Production at 103 Coppermine Road, Kaeo. The subdivision has been granted consent previously with Stage 1 progressing through TA approvals. Unfortunately titles did not issue and new consent is required for that Stage 1.

The application fee of \$3,044 has been paid separately.

Regards



Lynley Newport
Senior Planner
THOMSON SURVEY LTD

Application for resource consent or fast-track resource consent

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of [Form 9](#)). Prior to, and during, completion of this application form, please refer to [Resource Consent Guidance Notes](#) and [Schedule of Fees and Charges](#) — both available on the Council's web page.

1. Pre-Lodgement Meeting

Have you met with a council Resource Consent representative to discuss this application prior to lodgement?

Yes No

2. Type of consent being applied for

(more than one circle can be ticked):

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

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

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

Yes No

4. Consultation

Have you consulted with iwi/Hapū? Yes No

If yes, which groups have you consulted with?

Who else have you consulted with?

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

5. Applicant details

Name/s:

Ross Guy c/- Thomson Survey Ltd

Email:

Phone number:

Work

Home

Postal address:

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

- _____
- _____
- _____

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

If yes, please provide details.

6. Address for correspondence

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

Name/s:

Lynley Newport

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:

as per item 5

Property address/
location:

_____ Postcode

8. Application site details

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

Name/s:

Ross Guy

Site address/
location:

103 Copperrine Rd
R/D 2
Kaero. Postcode

Legal description:

A/Kainga pihori 2 Val Number:

Certificate of title:

NA 1151/71

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 *prop probably - working farm*

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

Please contact agent prior to any site visit should one be required.

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.

Reapproval of previously issued Subdivision, Stage 1 only, creating one additional lot.

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

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

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

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

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

Subdividing land

Disturbing, removing or sampling soil

Changing the use of a piece of land

Removing or replacing a fuel storage system

13. 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

14. Draft conditions:

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

If yes, please be advised that the timeframe will be suspended for 5 working days as per s107G of the RMA to enable consideration for the draft conditions.

15. 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)

Thomson Survey Ltd

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.

15. Billing details continued...

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)

Minden Survey Ltd

Signature:

(signature of bill payer)

[Signature area]

Date 22, 5, 26

MANDATORY

16. 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.

17. Declaration

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

Name (please write in full)

Lynley Newport

Signature

[Signature area]

Date 22/5/2026

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

See overleaf for a checklist of your information...

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.

Ross Guy

**PROPOSED RE APPROVAL OF SUBDIVISION
PURSUANT TO
FNDC OPERATIVE DISTRICT PLAN**

103 Copper Mine Road, Kaeo

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

Thomson Survey Ltd
Kerikeri

1.0 THE PROPOSAL

The background to this application is explained in the consent history associated with the property (refer section 3.2 later in this report).

In essence Council first approved a subdivision of the application site in April 2012 – RC 2120218. That consent was still current at the time Thomson Survey Ltd lodged application for a new consent, for the same number and size of lots as RC 2120218. This new consent was granted in June 2019 – RC 2190552-RMACOM, and subsequently varied in RC 2190552-RMAVAR/A, issued in January 2022. Copies of both attached as Appendix 4.

Although all TA Approvals for Stage 1 of RC 2190552 were obtained – s224c issued in May 2023; and LT Plan prepared – titles were not deposited. The consent has subsequently lapsed. Copy of the LT Plan for Stage 1, and the S224c TA Approval are attached as part of Appendix 4. **This application seeks re-approval for that same Stage 1 of the original subdivision, as varied in RC 2190552-RMAVAR/A.** It does not seek re-approval for Stage 2.

This application is for the creation of Lots 3 and balance Lot 5 (Stage 1), where Lot 3 of 2,76ha and balance Lot 5 is 134ha in area. The title is older than April 2000.

RC 2190552-RMACOM was processed by the Council as a restricted discretionary activity.

Access to the lots is via Coppermine Road, which comes off Pupuke Road. Both are Council maintained metal surface roads.

A copy of the Scheme Plan can be found in Appendix 1.

This application for approval for Lot 3 to be created includes a 'deemed permitted activity' for an existing shed that will lie within new Lot 3, but less than 10m from a new proposed boundary (in this instance with a right of way over adjacent Lot 5 in favour of Lot 3. As the

applicant is the only affected party, this application can incorporate this is a deemed permitted activity, or if it is the Council's preference, include a land use decision for the minor breach, as the original consent did for a boundary breach. It is minor, with less than minor effects given that the affected boundary is a right of way only.

1.2 Scope of this Report

This assessment and report accompanies the Resource Consent Application made by the applicant, and is provided in accordance with Section 88 and Schedule 4 of the Resource Management Act 1991. The application seeks re-approval consent for stage 1 of a previously granted subdivision, as a restricted discretionary activity subdivision. The information provided in this assessment and report is considered commensurate with the scale and intensity of the activity for which consent is being sought. Applicant details are contained within the Application Form 9.

2.0 PROPERTY DETAILS

Location:	103 Copper Mine Road, Kaeo - location map in Appendix 2
Legal description:	Pt Kaingapipiwai No 2 Nth A Block
Records of Title:	NA1151/71, with total area of 137ha; copy attached in Appendix 3.

3.0 SITE DESCRIPTION

3.1 Site Characteristics

The site is zoned Rural Production in both the Operative District Plan (ODP) and the Proposed District Plan (PDP), with no resource overlays/features applying in the ODP and only a small River Flood hazard area immediately adjacent to the only stream within the property – flowing south to north in the western portion of the large balance Lot 5.

There is an existing older house, and a newer home both located within the large balance Lot 5, along with some ancillary buildings and a telecommunications facility (refer to consent history below for details of the latter). There is an existing shed building within Lot 3 – referred to earlier in terms of boundary breach – along with a more recently consented and constructed Versatile shed building, with waste water system. Refer to consent history below.

The land is utilised for cattle farming and is rolling to steep topography with bush areas at the southwestern and eastern extremes of the large balance Lot 5. The bush area to the east is part of the Maungamiemie Forest habitat and is proposed for protective covenant.

The site is not subject to any significant natural hazards, with only the stream at the western end mapped as potentially flooding slightly from its banks. This stream is well away from the proposed smaller lot and any built development.

The property is within a vast kiwi present area. There are no archaeological sites, heritage sites, or Sites of Significance to Maori within the application site. The site displays no outstanding landscape or natural features.

Since the original application the NPS Highly Productive Land has been enacted. However, there are no LUC Class 1, 2 or 3 soils on the application site so no “highly productive land”. As such the NPS Highly Productive Land does not apply and need not be considered.

3.2 Legal Interests on Titles

The property is subject to an electricity right (in favour of Top Energy), registered on the title in 2002; and to a Caveat by Top Energy Limited, registered on the title in 2016. The latter is in place to protect Top Energy's easement rights in regard to new 110kv lines,

The above two instruments are attached as part of Appendix 3, along with the Agreement to Grant Easement signed by the property owner and Top Energy in 2016. This shows the proposed alignment of the electricity line. Refer to section 6 of this report in regard to the alignment's location in relation to the proposed bush covenant area.

3.3 Consent History

Building Consent history for the application site includes:

BC 2003-0405, issued in 2002 for a dwelling;

EBC 2024-879, issued in 2024 for a Versatile storage/workshop with bathroom and on-site wastewater system.

Resource Consent history includes:

RC 2120218-RMASUB to create five lots, issued in 2012 and now superseded;

RC 2190552-RMACOM to create five lots and for minor boundary setback breach, issued in June 2019; and subsequent

RC 2190552-RMAVAR/B, issued in January 2022 – both now lapsed, but copies of which form part of Appendix 4 (Historic Consents/Approvals); and

RC 2230103-RMACOC, a s139 Certificate of Compliance issued in 2022 for a Telecommunications tower.

4.0 SCHEDULE 4 – INFORMATION REQUIRED IN AN APPLICATION

Clauses 2 & 3: Information required in all applications

<i>(1) An application for a resource consent for an activity must include the following:</i>	
<i>(a) a description of the activity:</i>	Refer Sections 1 and 5 of this Planning Report.
<i>(b) an assessment of the actual or potential effect on the environment of</i>	Refer to Section 6 of this Planning Report.

<i>the activity:</i>	
<i>(b) a description of the site at which the activity is to occur:</i>	Refer to Section 3 of this Planning Report.
<i>(c) the full name and address of each owner or occupier of the site:</i>	This information is contained in the Form 9 attached to the application.
<i>(d) a description of any other activities that are part of the proposal to which the application relates:</i>	No other activities are part of the proposal. The application is for the re-approval of Stage 1 of a previously approved subdivision pursuant to the FNDC's ODP (& PDP should that document take legal effect prior to this consent being issued).
<i>(e) a description of any other resource consents required for the proposal to which the application relates:</i>	None are required.
<i>(f) an assessment of the activity against the matters set out in Part 2:</i>	Refer to Section 7 of this Planning Report.
<i>(g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b), including matters in Clause (2):</i> <i>(a) any relevant objectives, policies, or rules in a document; and</i> <i>(b) any relevant requirements, conditions, or permissions in any rules in a document; and</i> <i>(c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).</i>	Refer to Sections 5 and 7 of this Planning Report.
(3) An application must also include any of the following that apply:	
<i>(a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1)):</i>	Refer to sections 3 & 5.
<i>(b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A)):</i>	There is no existing resource consent. Not applicable.
<i>(c) if the activity is to occur in an area</i>	The site is not within an area subject to a customary marine

<p><i>within the scope of a planning document prepared by a customary marine title group under section 85 of the Marine and Coastal Area (Takutai Moana) Act 2011, an assessment of the activity against any resource management matters set out in that planning document (for the purposes of section 104(2B)).</i></p>	<p>title group. Not applicable.</p>
<p><i>(4) An application for a subdivision consent must also include information that adequately defines the following:</i></p>	
<p><i>(a) the position of all new boundaries: (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan: (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips: (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips: (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A: (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A): (g) the locations and areas of land to be set aside as new roads.</i></p>	<p>Refer to Scheme Plans in Appendix 1.</p>

Clause 6: Information required in assessment of environmental effects

<p><i>(1) An assessment of the activity's effects on the environment must include the following information:</i></p>	
<p><i>(a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:</i></p>	<p>Refer to Section 6 of this planning report. The activity will not result in any significant adverse effect on the environment.</p>
<p><i>(b) an assessment of the actual or potential effect on the environment of the activity:</i></p>	<p>Refer to Section 6 of this planning report.</p>
<p><i>(c) if the activity includes the use of hazardous installations, an assessment of any risks to the environment that are likely to arise from such use:</i></p>	<p>Not applicable as the application does not involve hazardous installations.</p>
<p><i>(d) if the activity includes the discharge of any contaminant, a description of— (i) the nature of the discharge and</i></p>	<p>The subdivision does not involve any discharge of contaminant.</p>

<i>the sensitivity of the receiving environment to adverse effects; and (ii) any possible alternative methods of discharge, including discharge into any other receiving environment:</i>	
<i>(e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect:</i>	Refer to Section 6 of this planning report.
<i>(f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted:</i>	Refer to Section 8 of this planning report.
<i>g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved:</i>	No monitoring is required as the scale and significance of the effects do not warrant it.
<i>(h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).</i>	No protected customary right is affected.

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

<i>(1) An assessment of the activity's effects on the environment must address the following matters:</i>	
<i>(a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:</i>	Refer to Sections 6 and 8 of this planning report and also to the assessment of objectives and policies in Section 7.
<i>(b) any physical effect on the locality, including any landscape and visual effects:</i>	Refer to Section 6. The site has no high or outstanding landscape or natural character values.
<i>(c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:</i>	Refer to Section 6. The subdivision has no effect on ecosystems or habitat.
<i>(d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other</i>	Refer to Section 6. The site has no aesthetic, recreational, scientific, historical, spiritual or cultural values that I am aware of, that will be adversely affected by the act of subdividing.

<i>special value, for present or future generations:</i>	
<i>(e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants:</i>	The subdivision will not result in the discharge of contaminants, nor any unreasonable emission of noise.
<i>(f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or hazardous installations.</i>	The subdivision site is not subject to hazard. The proposal does not involve hazardous installations.

5.0 ACTIVITY STATUS

5.1 Operative District Plan

The site is zoned Rural Production with no resource overlays applying. The following subdivision provisions apply:

Restricted Discretionary Activity Status

4. A maximum of 5 lots in a subdivision (including the parent lot) where the minimum size of the lots is 2ha, and where the subdivision is created from a site that existed at or prior to 28 April 2000;

All lots are larger than 2ha and the title is dated 1955. The subdivision is therefore a restricted discretionary subdivision activity.

Other Rules:

As stated previously, there is an existing shed building to be within Lot 3 that is less than 10m from proposed new boundary of Lot 3 with ROW A over Lot 5. This 'breach' does not alter the category of activity.

There are no rules in Chapter 12 of the ODP affected by this proposal. No outstanding landscapes or features; no indigenous vegetation clearance; no excavation or filling required that would breach any rules in Chapter 12.3; no natural hazards; no heritage / cultural values; and no waterbodies affected.

Copper Mine Road, maintained by the Council for its entire length to the application site, is categorised by Council's roading department as Low Volume Unsealed access. My understanding of the Council's latest Engineering Standards is that such roads, for private use, can be 3m-4m carriageway width – which Copper Mine Road is.

In summary I have not identified any zone or district wide rule breaches.

5.2 Proposed District Plan (PDP)

The original consent was granted before the FNDC publicly notified its PDP on 27th July 2022. The Variation, however, was issued after the PDP was public notified. Certain rules in the publicly notified version of the PDP had immediate legal effect and these are assessed below.

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

There are no scheduled sites or areas of significance to Maori, significant natural areas or any scheduled heritage resource on the site, therefore these rules are not relevant to the proposal.

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

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

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

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

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

No indigenous vegetation clearance is proposed.

Subdivision (specific parts) – only subdivision provisions relating to land containing Significant Natural Area or Heritage Resources have immediate legal effect. The site contains no scheduled or mapped Significant Natural Areas or Heritage Resources.

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

Earthworks – Only some rules and standards have legal effect. These are Rules EW-R12 and R13 and related standards EW-S3 and ES-S5 respectively. EW-R12 and associated EW-S3 relate to the requirement to abide by Accidental Discovery Protocol if carrying out earthworks and artefacts are discovered. EW-R13 and associated EW-S5 refer to operating under appropriate Erosion and Sediment Control measures. This boundary adjustment involves no excavation/filling.

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

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

The PDP has now progressed to a point where hearings have concluded and the Hearings Panel are finalising Decisions on Submissions. The Council's website states that these Decisions on Submissions are being brought to Council for its meeting of 11th June 2026. In the event that this application is not granted prior to that date, the following compliance assessment is offered as part of the application:

The subdivision creates lots of less than 8ha in area, therefore in terms of the subdivision provisions, as publicly notified, the proposal would be a non complying activity. The unknown factor in this regard is whether the Hearings Panel accepts the Officers' Reports pertaining to minimum lot size, given that there were multiple submissions and strong opposition to the minimum lot sizes to apply to the Rural Production, particularly where that land is not highly productive land. A Weighting Assessment follows later in this report.

I believe the same setback from boundary breach identified pursuant to the ODP will also breach the PDP equivalent rule.

6.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

6.1 Allotment Sizes and Dimensions

The very large balance Lot 5 already supports built environment, including dwellings. Lot 3 also supports some built development and, at 2.76ha in area, can readily accommodate another 30m x 30m building envelope. It should be noted that Lot 3 already supports an on-site wastewater system as well. Both lots are suitable for their intended use. The PDP contains the same 30m x 30m building envelope requirement, readily satisfied (SUB-S2).

6.2 Natural and Other Hazards

The site is not mapped as being subject to any hazard other than immediately adjacent to the stream flowing south to north through the western portion of the large balance Lot 5. The smaller Lot 3 is not subject to any hazards and none were identified in the processing of the previous subdivision consent. As both lots have, and can provide, building sites and access outside of any flood hazard area, the proposal is consistent with the PDP's subdivision provisions around hazards.

The lots can provide a residential unit building envelope within their boundaries where residential development can achieve at least a 20m separation distance between the unit and the dripline of any bush areas. There is a similar requirement in the PDP.

6.3 Water Supply

The sites are located outside of any Council's reticulated water supply area. As with the previously issued consents, a Consent Notice can be included for Lot 3 to ensure sufficient and appropriate water supply should residential development occur. There is no need for this to apply to the balance Lot 5. This is consistent with the requirements of the PDP's SUB-S3 in regard to water supply.

6.4 Energy Supply & Telecommunications

Power and telecommunications are not a requirement for rural allotments in the ODP. Officers' recommendations insofar as the PDP's SUB-S6 indicate no requirement for power and telecommunications in the Rural Production Zone either. The previously granted subdivision included a Consent Notice advising the future owner of Lot 3 that the subdivision consent did not require connections to power or telecommunications and therefore such connection would remain the responsibility of the lot owner.

6.5 Top Energy Transmission Lines

The existing title is subject to an Agreement to Grant Easement and a Caveat. The former shows the proposed alignment of new electricity lines. This only affects the large balance Lot 5 and the alignment can remain protected for eventual registration of an Easement. The diagrams provided with the Agreement to Grant Easement indicates that only a very small number of indigenous (individual) trees might be affected, with the balance of affected vegetation being exotic. As such, the boundary of the area to be identified for ongoing protection of indigenous bush intentionally excludes the proposed electricity line (and easement) alignment.

6.6 Stormwater Disposal

There is existing development within both lots. There remains ample scope with both lots for more impermeable coverage, while still remaining well within the permitted activity 15% of total lot area. Stormwater management was not an issue of concern with the previously issued subdivisions with no conditions of consent considered necessary. The PDP's stormwater requirement can be met. In any event stormwater management is a matter better addressed at building consent stage, when details of proposed development are known, and stormwater management can be designed around that development.

6.7 Sanitary Sewage Disposal

See above. Both lots have existing development with existing systems, all well within proposed new lot boundaries.

6.8 Property Access

As stated earlier, the two lots will gain access off the end of Copper Mine Road. Once internal to the site, where the physical access simply continues on from the public road, a series of right of way easements will ensure each lot's legal access over existing physical formation. The previously issued consent did not require any access works for Stage 1, which only created Lot 3 and the balance, other than upgrading the actual entrance at the gateway into the site. This is requested to be repeated in new conditions of consent.

6.9 Preservation and enhancement of heritage resources (including cultural), vegetation, fauna and landscape, and land set aside for conservation purposes

Vegetation, fauna and landscape

There are areas of bush on the application site, which is also within a kiwi present area. The previously issued subdivision consent contained conditions in regard to both aspects. The consent holder was to show the area on Lot 5 recorded as PNA P04/032 to be subject to consent notice for the protection of flora and fauna. This was a stage 1 condition and the LT Plan already prepared to give effect to that stage shows that area (PNA P04/032). Refer to Appendix 4. This condition can be repeated, however, the area to be subject to bush protection has been updated to reflect the actual indigenous vegetation within the site (the previously mapped area included exotic plantation and pasture), and to exclude the proposed easement alignment for electricity lines.

In addition to the protective covenant, a consent notice was proposed for Lot 3 whereby no more than two dogs were to be kept, and any dog was to be micro-chipped and have a current kiwi aversion trained certification, as well as being kept in a dog-proof fenced area. It is noted that this is no longer the standard wording for kiwi present areas, and instead the Council now simply requires any dogs kept on a lot to be kept inside / restrained at night. No restriction was applied to the balance Lot 5 in recognition that it was remaining a working farm.

Given the proximity to a protected bush area within Lot 5, I believe a restriction on the number of dogs to be kept on a lot should remain rather than simply requiring dogs to be kept inside at night. However, I believe the consent notice wording can thereafter be simplified to require those dogs to be micro-chipped (something that has now become the habit of responsible dog owners in any event) but that the only other requirement then be to ensure dogs are kept inside or in a run at night.

The application site contains no outstanding landscapes or features.

Heritage/Cultural

The site does not contain any historic sites, nor any archaeological sites. Neither does the site contain any Sites of Cultural Significance to Maori (as scheduled in the ODP or PDP).

The proposal does not trigger any additional subdivision rule breaches in the PDP in regard to heritage, vegetation, fauna or landscape.

6.10 Access to waterbodies

There are no lots of less than 4ha in area with a water boundary.

6.11 Land use compatibility (reverse sensitivity)

The land is not highly productive and does not support intensive farming. It is a quiet, pleasant rural area, with rural amenity values. Such an area supports residential living scattered amongst larger holdings. Both lots being proposed contain existing built development and I do not believe the proposal will result in any increased risk of reverse sensitivity issues arising.

6.12 Proximity to Airports

The site is outside of any identified buffer area associated with any airport.

6.13 Natural Character of the Coastal Environment

The site is not within the coastal environment.

6.14 Energy Efficiency and renewable Energy Development/Use

The proposal has not considered energy efficiency. This is an option for future lot owners

7.0 STATUTORY ASSESSMENT

7.1 Weighting Assessment

The PDP is at the point where decisions on submissions will shortly be publicly notified. At time of writing this report, the Hearings Panels' Decisions on those submissions were not known. There were a considerable number of submissions on the Rural Production zone provisions and subdivision provisions, with a lot of varied and dissenting comment and opinion expressed in regard to the Council's approach to subdivision, with heavy emphasis on whether all Rural Production zoned land should be treated the same when it is clearly not the same, e.g. only a small portion of the zone is regarded/defined as highly productive land. The application site is not.

I believe there remains considerable uncertainty around the final content of the PDP's subdivision chapter in regard to the Rural Production Zone and as such I believe that the ODP should still carry more weight, particularly in regard to minimum lot sizes to apply.

7.2 Operative District Plan Objectives and Policies

The relevant objectives and policies in the ODP were assessed in the original application. As a controlled activity boundary adjustment subdivision, I consider the proposal to be entirely consistent with the ODP's subdivision objectives and policies.

Objectives

The subdivision is consistent with the purpose of the zone and promotes sustainable management of natural and physical resources (13.3.1). The Assessment of Environmental Effects and supporting report conclude that the proposed subdivision is appropriate for the site and that there are no adverse effects (13.3.2).

Objectives 13.3.3 and 13.3.4 refer to outstanding landscapes or natural features; and scheduled heritage resources; and to land in the coastal environment. The site contains no such features.

The lots already are, and will be required to be self sufficient in terms of on-site water storage and appropriate stormwater management (13.3.5 & 13.4.8). The subdivision lots have legal access (13.3.10).

The site does not contain any sites of cultural significance to Maori, or wahi tapu. The subdivision will have no adverse impact on water quality. I do not believe that the proposal adversely impacts on the ability of Maori to maintain their relationship with ancestral lands, water, sites, wahi tapu and other taonga (13.3.7 and 13.4.11).

Policies

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

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

The proposal has adequately taken into account the matters listed in the above policy.

Access is existing (13.4.2 and 13.4.5). The site is not identified as being subject to any hazard that would impact on the ability to subdivide and develop the lots (13.4.3).

The site does not contain any heritage resources. Indigenous vegetation is to be protected (13.4.6).

S6 matters (National Importance) are addressed later in this report and any relevant matter listed in Policy 13.4.13 has been had regard to. The subdivision has had regard to the underlying zone's objectives and policies (13.4.14).

Rural Production Zone Objectives and Policies

The proposal enables the efficient use and development of rural land (including existing uses) (8.6.3.2 & 8.6.4.5). The proposed subdivision will not adversely affect the amenity values. Rural productive uses can continue (8.6.3.3 & 8.6.4.4).

The site has no outstanding landscape features or values. Indigenous vegetation is to be protected. I do not believe the proposal will generate any significant risk of reverse sensitivity issues arising (8.6.3.6 & 8.6.3.7; 8.6.4.7 & 8.6.4.8 & 8.6.4.9).

In summary, I believe the proposal to be consistent with the objectives and policies as cited above.

7.3 Proposed District Plan Objectives and Policies

The original consent was granted prior to the Proposed District Plan (PDP) being publicly notified, albeit the variation was issued slightly after that date. Any new application must be assessed against any relevant objectives and policies in the PDP. These include those pertaining to Subdivision and those pertaining to the Rural Production Zone. Whilst the site contains indigenous vegetation, this is to be protected. No clearance of indigenous vegetation is proposed, and measures are proposed in regard to the control of dogs. Such measures mean that the proposal is consistent with the objectives and policies in the PDP relating to indigenous biodiversity.

SUB-O1

Subdivision results in the efficient use of land, which:

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

SUB-O2

Subdivision provides for the:

- a. Protection of highly productive land; and*
- b. Protection, restoration or enhancement of Outstanding Natural Features, Outstanding Natural Landscapes, Natural Character of the Coastal Environment, Areas of High Natural Character, Outstanding Natural Character, wetland, lake and river margins, Significant Natural Areas, Sites and Areas of Significance to Māori, and Historic Heritage.*

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

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

SUB-O4

Subdivision is accessible, connected, and integrated with the surrounding environment and provides for:

- a. public open spaces;*
- b. esplanade where land adjoins the coastal marine area; and*
- c. esplanade where land adjoins other qualifying water bodies*

I consider the subdivision to achieve the majority of the objectives of the relevant zone (Rural Production), and any/all relevant district wide provisions. Local character is not adversely affected; potential reverse sensitivity issues are less than minor; there is no risk from natural hazards. Adverse effects on the environment are considered to be less than minor and not requiring mitigation (SUB-O1).

The site does not contain land that meets the definition of 'highly productive land'. The site contains no ONF's or ONL's, nor any areas of high or outstanding natural character. There are no lakes or rivers, no Sites and Areas of Significance to Maori and no Historic Heritage resources/features within the site. There are areas of indigenous vegetation, proposed for protection (SUB-O2).

SUB-O3 and SUB-O4 are not relevant.

SUB-P1

Enable boundary adjustments that:

N/A.

SUB-P2

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

N/A.

SUB-P3

Provide for subdivision where it results in allotments that:

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

The subdivision results in one lot that does not meet the PDP's proposed controlled or discretionary minimum allotment sizes for the Zone, as publicly notified. However these minimum lot sizes, especially where the land is not 'highly productive' are far from being beyond challenge in terms of the PDP process. The smaller lot has adequate size and is of an appropriate shape for a building platform, and has legal and physical access. The characteristics of the zone is a working productive environment with residential living. In this sense, I consider the proposal to be consistent with that character. Overall, I believe the proposal to be consistent with most of the above policy.

SUB-P4

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

The subdivision has had regard to all the matters listed, where relevant.

SUB-P5

Manage subdivision design and layout in the General Residential, Mixed Use and Settlement zone...

N/A.

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

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

The subdivision is rural with no nearby Council administered or operated infrastructure except for roads. The expectation for development within the Rural Production zone is that lots be self sufficient in terms of 3 waters servicing (on site management). This is achievable.

SUB- P7

Require the vesting of esplanade reserves when subdividing land adjoining the coast or other qualifying water bodies.

No lots of less than 4ha created where there is a qualifying waterbody.

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

- a. *will protect a qualifying SNA in perpetuity and result in the SNA being added to the District Plan SNA schedule; and*
- b. *will not result in the loss of versatile soils for primary production activities.*

It is not possible to be consistent with this policy, as publicly notified, as there are no SNA's and a clear directive has already been made by the PDP Hearings Panel that the use of the term SNA be removed completely from the PDP. The proposal does, however, protect a reasonably large area of indigenous vegetation – refer to scheme plan – and in this sense the proposal is consistent with part (a). The proposal is totally consistent with part (b) in that there is no highly productive land (versatile soils) within the application site. In addition the large balance lot, in excess of 130ha, will continue to be utilised for productive activities.

SUB-P9

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

N/A. This policy is directed towards management plan applications, which this is not.

SUB-P10

To protect amenity and character by avoiding the subdivision of minor residential units from Principal residential units where resultant allotments do not comply with minimum allotment size and residential density.

N/A.

SUB-P11

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

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

The general area features residential living set amongst rural productive use and bush areas. Density of built development is low. The proposal will see one additional small rural allotment

with large buffer productive (grazing) unit around it. I do not consider this to be inconsistent or detrimental to the existing scale, density, design or character of the environment.

The smaller lot already supports built development, as does the large balance lot. There are no natural hazards in the vicinity of built development. There are no known historic heritage or cultural values or natural features/ landscapes within the application site. Indigenous vegetation within the eastern end of the large Lot 5 is proposed to be protected. In summary I consider the proposal to be consistent with Policy 11 above.

The site is zoned Rural Production in the Proposed District Plan.

Objectives

RPROZ-O1

The Rural Production zone is managed to ensure its availability for primary production activities and its long-term protection for current and future generations.

RPROZ-O2

The Rural Production zone is used for primary production activities, ancillary activities that support primary production and other compatible activities that have a functional need to be in a rural environment.

RPROZ-O3

Land use and subdivision in the Rural Production zone:

- a. protects highly productive land from sterilisation and enables it to be used for more productive forms of primary production;*
- b. protects primary production activities from reverse sensitivity effects that may constrain their effective and efficient operation;*
- c. does not compromise the use of land for farming activities, particularly on highly productive land;*
- d. does not exacerbate any natural hazards; and*
- e. is able to be serviced by on-site infrastructure.*

RPROZ-O4

The rural character and amenity associated with a rural working environment is maintained.

The subdivision does little to affect productivity. There remains a large balance grazing and bush lot in excess of 130ha in area. The land is not mapped as containing any highly productive land (RPROZ-O1). The proposal is not a land use application so RPROZ-O2 is not relevant. The application property has no highly productive land and does not create reverse sensitivity effects of a minor or more than minor nature. The property is not subject to any natural hazard that precludes development. The lots support existing development with on site infrastructure (RPROZ-O3). The subdivision does not adversely affect the rural character and working environment, nor the amenity of the area (RPROZ-O4).

Policies

RPROZ-P2

Ensure the Rural Production zone provides for activities that require a rural location by:

-
- a. enabling primary production activities as the predominant land use;
 - b. enabling a range of compatible activities that support primary production activities, including ancillary activities, rural produce manufacturing, rural produce retail, visitor accommodation and home businesses.

N/A – proposal is not a land use activity.

RPROZ-P3

Manage the establishment, design and location of new sensitive activities and other non-productive activities in the Rural Production Zone to avoid where possible, or otherwise mitigate, reverse sensitivity effects on primary production activities.

Whilst there might eventually be additional residential development within Lot 3, noting existing consented and built development, I do not see this as creating adverse reverse sensitivity effects given the size of the lots and the nature of the rural production activity.

RPROZ-P4

Land use and subdivision activities are undertaken in a manner that maintains or enhances the rural character and amenity of the Rural Production zone, which includes:

- a. a predominance of primary production activities;
- b. low density development with generally low site coverage of buildings or structures;
- c. typical adverse effects such as odour, noise and dust associated with a rural working environment; and
- d. a diverse range of rural environments, rural character and amenity values throughout the District.

The proposal maintains rural character and amenity. Given the size of the balance lot, productive use (grazing) remains predominant. The proposal is low density, and built development will make only a small proportion of any lot.

RPROZ-P5

Avoid land use that:

Application is not a land use. N/A.

RPROZ-P6

Avoid subdivision that:

- a. results in the loss of highly productive land for use by farming activities;
- b. fragments land into parcel sizes that are no longer able to support farming activities, taking into account:
 - 1. the type of farming proposed; and
 - 2. whether smaller land parcels can support more productive forms of farming due to the presence of highly productive land.
- c. provides for rural lifestyle living unless there is an environmental benefit.

The subdivision does not result in the loss of highly productive land (no LUC 1, 2 or 3 soils exist on the site). Whilst a lot of a size less than that provided for in the PDP as publicly notified, this is of no detrimental effect to overall productivity given the absence of any highly productive land. The proposal does create rural lifestyle opportunity but this should not be seen as a negative in the context of the location and productive capacity of the land. In addition, the

proposal includes a large area of bush to be subject to protective covenant, along with restrictions on the keeping of dogs. In summary I do not consider this proposal to be a subdivision that needs to be 'avoided'.

RPROZ-P7

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

- a. whether the proposal will increase production potential in the zone;
- b. whether the activity relies on the productive nature of the soil;
- c. consistency with the scale and character of the rural environment;
- d. location, scale and design of buildings or structures;
- e. for subdivision or non-primary production activities:
 - i. scale and compatibility with rural activities;
 - ii. potential reverse sensitivity effects on primary production activities and existing infrastructure;
 - iii. the potential for loss of highly productive land, land sterilisation or fragmentation
- f. at zone interfaces:
 - i. any setbacks, fencing, screening or landscaping required to address potential conflicts;
 - ii. the extent to which adverse effects on adjoining or surrounding sites are mitigated and internalised within the site as far as practicable;
- g. the capacity of the site to cater for on-site infrastructure associated with the proposed activity, including whether the site has access to a water source such as an irrigation network supply, dam or aquifer;
- h. the adequacy of roading infrastructure to service the proposed activity;
- i. Any adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity;
- j. Any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

The proposal will neither materially increase nor decrease the overall productive capacity of the site, noting its characteristics. There is no highly productive land within the site. The proposal is low density and built environment already exists with less than minor effects on amenity. The proposal does not have any adverse effects on historic heritage or cultural values, natural features and landscapes; and indigenous biodiversity is protected by way of proposed protective covenant. There is a zone interface with Maori Purposes Zone on the site's eastern boundary and on small portions of northern and western boundaries. In all cases this is with the large balance Lot 5 and the proposal has no impact on the use of Maori Purposes Zone provided for by that zone.

7.4 Part 2 Matters

5 Purpose

- (1) The purpose of this Act is to promote the sustainable management of natural and physical resources.
- (2) In this Act, sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while—
 - (a) sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and

-
- (b) safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and
 - (c) avoiding, remedying, or mitigating any adverse effects of activities on the environment.

The proposal provides for peoples' social and economic well being, and for their health and safety, while sustaining the potential of natural and physical resources, safeguarding the life-supporting capacity of air, water, soil and the ecosystems; and avoiding, remedying or mitigating adverse effects on the environment.

6 Matters of national importance

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

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

The only matter of national importance relevant to the proposal is the protection of significant indigenous vegetation – something that is proposed.

7 Other matters

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

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

(j) the benefits to be derived from the use and development of renewable energy.

Regard has been had to any relevant parts of Section 7 of the RMA, "Other Matters". These include 7(b), (c), (d), (f) and (g). Proposed layout and lot size will ensure the maintenance of amenity values and the quality of the environment. The proposal has had regard to the values of ecosystems.

8 Treaty of Waitangi

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

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

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

7.5 National Policy Statements and National Environmental Standards

NES Freshwater

The proposal has no impact on any waterbody.

NPS Highly Productive Land

There is no land within the application site that meets the definition of "highly productive land". The proposal is therefore not subject to the NPS HPL.

NES Assessing and Management Contaminants in Soil to Protect Human Health

The site is not known to have ever supported a hazardous activity or industry.

NPS Indigenous Biodiversity

The proposal does not involve any clearance of indigenous vegetation and there is a proposal to protect a large area of indigenous vegetation.

7.6 Regional Policy Statement

The Regional Policy Statement for Northland contains objectives and policies related to infrastructure and regional form and economic development. These are enabling in promoting sustainable management in a way that is attractive for business and investment. The proposal is consistent with these objectives and policies. The RPS also contains objectives and policies about protecting highly versatile soils (of which there are none) and the protection of indigenous biodiversity – something included in the application for re-approval.

8.0 s95A-E ASSESSMENT & CONSULTATION

This application for re-approval does not alter anything from the consent previously issued. The original consent addressed consultation and the Council issued the consent under delegated authority on the basis of effects on the wider environment being no more than minor, and there being no affected persons. This has not changed, other than this application is for a lesser level of overall development than that previously consented. I believe there is no need to publicly or limited notify the application. I have not identified any new or additional affected persons.

9.0 SUGGESTED CONDITIONS OF CONSENT

The lapsed consent, specifically as varied, contained conditions of consent that are still reasonably fit for purpose for this re-approval. I have repeated those conditions below, indicating where amendments/ updates could apply, largely around re-dated plans; and new standardised wording used by the Council. It remains the intent to carry out the subdivision in two stages, as consented in the Variation.

Decision A – Subdivision

1. *The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Proposed Subdivision of Pt Kaingapipiwai 2 North A" and dated [insert date on plans as submitted with application] and attached to this consent with the Council's "Approved Stamp" affixed to them.*
2. *The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:*
 - (a) All easements in the memorandum to be duly granted or reserved.*
 - (b) The area of bush located on Lot 5 in general accordance with that recorded with the Department of Conservation as Protected Natural Area P04/032 as being subject to consent notice for the protection of flora and fauna.*
3. *Prior to the issuing of a certificate pursuant to Section 224(c) of the Act, the consent holder shall:*
 - (a) Upgrade the existing entrance to lot 5 to provide an entrance which complies with the Councils Engineering Standard Drawings FNDC/S/6 and 6B, and section 3.3.17 of NZS4404:2004.*
 - (b) Secure all conditions below by way of consent notice issued under Section 221 of the Act, to be registered against the titles of the affected allotments. The costs of preparing, checking and executing the Notice shall be met by the applicant.*

-
- (i) It has not been a condition of consent of RC 2190552 [insert new RC reference] to reticulate electricity or telecommunications to the boundary of the lot. The lot owner is responsible for the provision of a power supply to operate ~~the~~ any on-site aerobic wastewater treatment plant that is proposed to be installed, and any other device which requires electrical power to operate. Note: this does not preclude the use of passive renewable energy, e.g. solar, to generate the energy required to run such systems and devices.

(Lot 3)

Explanation: the word 'the' is replaced with 'any' because the lot may be able to utilize passive primary sewerage treatment and disposal in compliance with the Regional Plan. It is also important to emphasize that the consent notice is not intended to prevent someone from utilizing passive renewable energy sources.

- (ii) ~~In conjunction with the construction of any building that requires a wastewater disposal system the lot owner shall obtain a building consent and install the a wastewater treatment and effluent disposal system as detailed in the report prepared by Guy Solutions and submitted with Resource Consent 2190552 RMACOM.~~

~~If the owner wants to install a different system than that specified in the report by Guy Solutions, then a new TP58 Report prepared by an approved TP58 writer will be required.~~

In conjunction with the construction of any buildings on the lot which includes a wastewater treatment & effluent disposal system, the applicant shall submit with the Building Consent application an Onsite Wastewater Report prepared by a Suitably Qualified and Experienced Person in accordance with AS/NZS 1547:2012, or TP58. The report shall identify a suitable method of wastewater treatment for the proposed development along with an identified effluent disposal area plus an appropriately sized reserve disposal area in accordance with the requirements of the Regional Plan for Northland.

(Lot 3)

Explanation: The Council has moved towards a more generic consent notice in regard to future on site wastewater treatment and disposal.

- (iii) ~~Any habitable building shall have a roof water collection system with minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for firefighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised, they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment.~~

~~Alternatively, the dwelling can be fitted with a sprinkler system approved by Council.~~

Update with:

Upon construction of any habitable building, and in addition to a potable water supply, sufficient water supply for firefighting purposes is to be provided and be accessible by firefighting appliances in accordance with Council's Engineering Standards and more particularly with the New Zealand Fire Service Firefighting Water Supplies Code of Practice SNZ PAS 4509:2008'. An alternative means of compliance with this standard will require written approval from Fire and Emergency NZ.

(Lot 3)

Explanation: Simply updates to current wording for this consent notice clause.

- (iv) The owner shall preserve the indigenous trees and bush on Lot 5 as ~~described as the Protected Natural Area (P04/032)~~ identified as area [insert correct letter identifier] on the survey plan, and shall not without prior written consent of the Council, and then only in strict compliance with any conditions imposed by the Council, cut down, damage or destroy and such trees or bush or suffer or permit the cutting down, damaging or destruction of any such trees or bush. The owner shall not be deemed to be in breach of this prohibition if any such trees or bush shall die from natural causes not attributable to any act or default by or on behalf of the owner, for which the owner is responsible.

(Lot 5)

- (v) No more than two dogs shall be introduced or kept on the lot at any time. Any dog must be micro-chipped ~~and have a current kiwi aversion trained certification. Any dog must be within a dog proof fenced area on the lot and be kept inside or within a run at night, and be under effective control at all times when outside of the fenced area, e.g. on a lead. At night any dog must be kept inside or be tied up.~~ Any cat is to be neutered, microchipped and kept inside at night.

~~Prior to the introduction or keeping of any dog on the lot, the occupier must provide to the Resource Consents Monitoring Officer of Far North District council the following:~~

- ~~i. A photograph of the dog.~~
- ~~ii. Written confirmation that the dog has been microchipped.~~
- ~~iii. Written confirmation that the dog has current kiwi aversion training certification along with the expiry date for the certification.~~
- ~~iv. For any dog a plan showing the extent to the dog proof fenced area.~~

(Lot 3)

Explanation: where a property is within a kiwi present area, and not high density kiwi, the Council's current practice is to include a consent notice simply requiring any dogs kept on a property to be kept inside or restrained at night.

Decision B – Land Use

1. The land use component of this application shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey, referenced [insert same reference as in condition 1 of Decision 1] and attached to this consent with the Council's "Approved Stamp" affixed to it.

10.0 s104D GATEWAY TEST FOR NON COMPLYING ACTIVITIES

NB: This section will only apply should the Proposed District Plan take legal effect prior to the granting of this re-approval application, and should the Decisions on Submissions confirm non complying activity status for the subdivision.

S104D of the Act requires a consent authority to be satisfied of one or other, or both, of the following thresholds to be met, before it can consider granting consent.

- (a) *the adverse effects of the activity on the environment (other than any effect to which section 104(3)(a)(ii) applies) will be minor; or*
- (b) *the application is for an activity that will not be contrary to the objectives and policies of—*
 - (i) *the relevant plan, if there is a plan but no proposed plan in respect of the activity; or*
 - (ii) *the relevant proposed plan, if there is a proposed plan but no relevant plan in respect of the activity; or*
 - (iii) *both the relevant plan and the relevant proposed plan, if there is both a plan and a proposed plan in respect of the activity.*

The application will not create adverse effects on the environment of a more than minor nature. I do not believe the application is contrary to the objectives and policies of the Operative District Plan and Proposed District Plans in their entirety or to the extent that the proposal should not proceed. I consider the proposal to meet at least one of the gateway tests, if not both.

11.0 CONCLUSION

The application is for the re-approval of one stage of a subdivision consented twice before by the Council. The site is considered suitable for the proposed subdivision. Effects on the wider environment are no more than minor. The proposal is not considered contrary to the relevant objectives and policies of the Operative and Proposed District Plans, and is

considered to be consistent with relevant objectives and policies of National and Regional Policy Statements. Part 2 of the Resource Management Act has been had regard to.

There is no District Plan rule or national environmental standard that requires the proposal to be publicly notified. No affected persons have been identified.

It is requested that the Council give favourable consideration to this application for re-approval of a boundary adjustment, and grant consent.



Signed
Lynley Newport,
Senior Planner
Thomson Survey Ltd

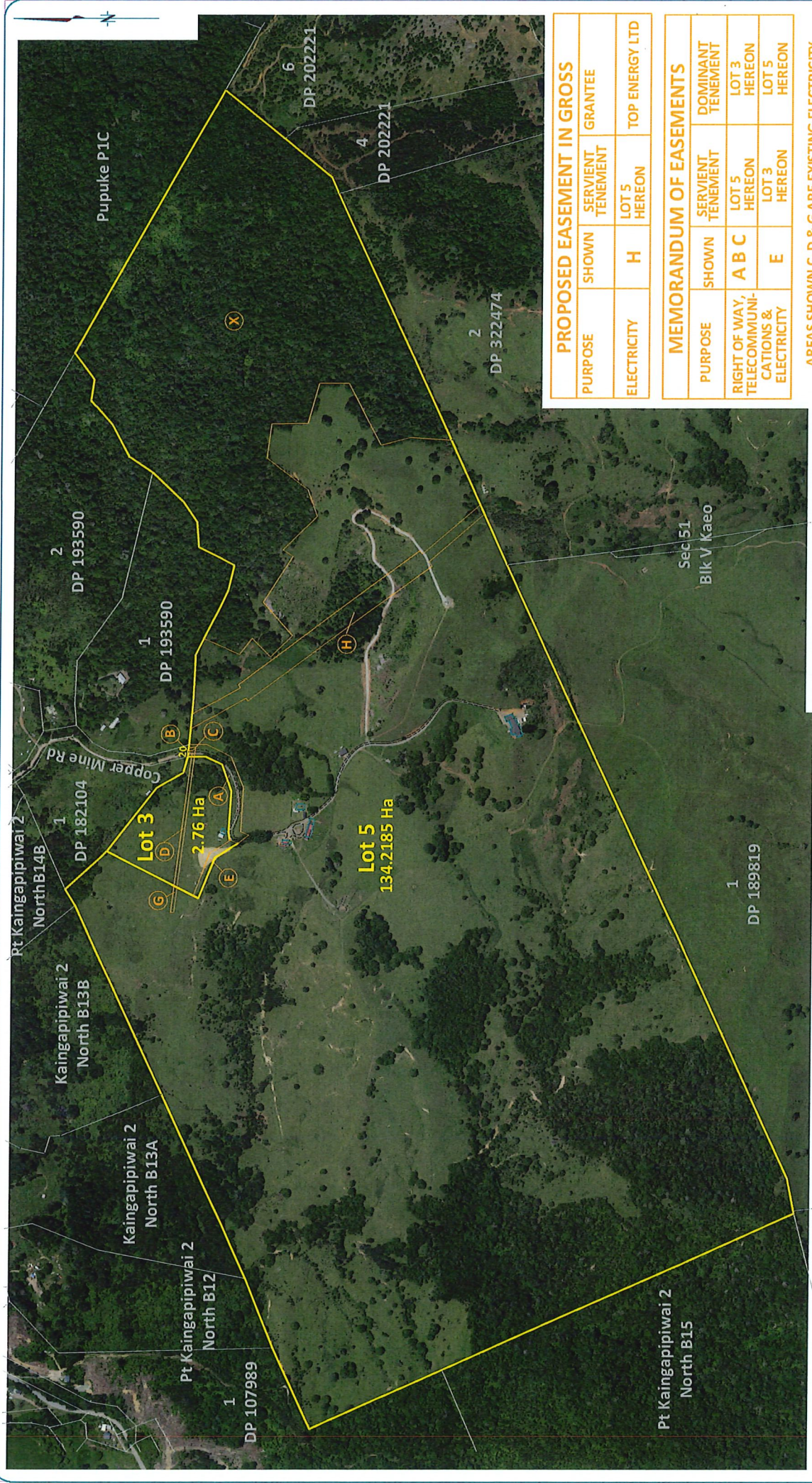
Dated 22 May 2026

12.0 LIST OF APPENDICES

- Appendix 1** Scheme Plan(s)
- Appendix 2** Location Plan
- Appendix 3** Records of Title & Relevant Instruments
- Appendix 4** Historic Consents and Approvals

Appendix 1

Scheme Plan(s)



This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. Thomson Survey Ltd accepts no responsibility for the accuracy of any data contained on this plan, to be used for any other purpose.

AREA MARKED (X) IS TO BE SUBJECT TO CONSENT NOTICE (FLORA AND FORNA PROTECTION)

Total Area: 136.9785 Ha
 Comprised in: CT NA1151/71
 Resource Features: Nil
 Kiwi Presence Noted

PROPOSED EASEMENT IN GROSS			
PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
ELECTRICITY	H	LOT 5 HEREOF	TOP ENERGY LTD

MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNICATIONS & ELECTRICITY	A B C	LOT 5 HEREOF	LOT 3 HEREOF
	E	LOT 3 HEREOF	LOT 5 HEREOF

AREAS SHOWN C, D & G ARE EXISTING ELECTRICITY EASEMENTS IN GROSS CREATED BY C487569.3

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



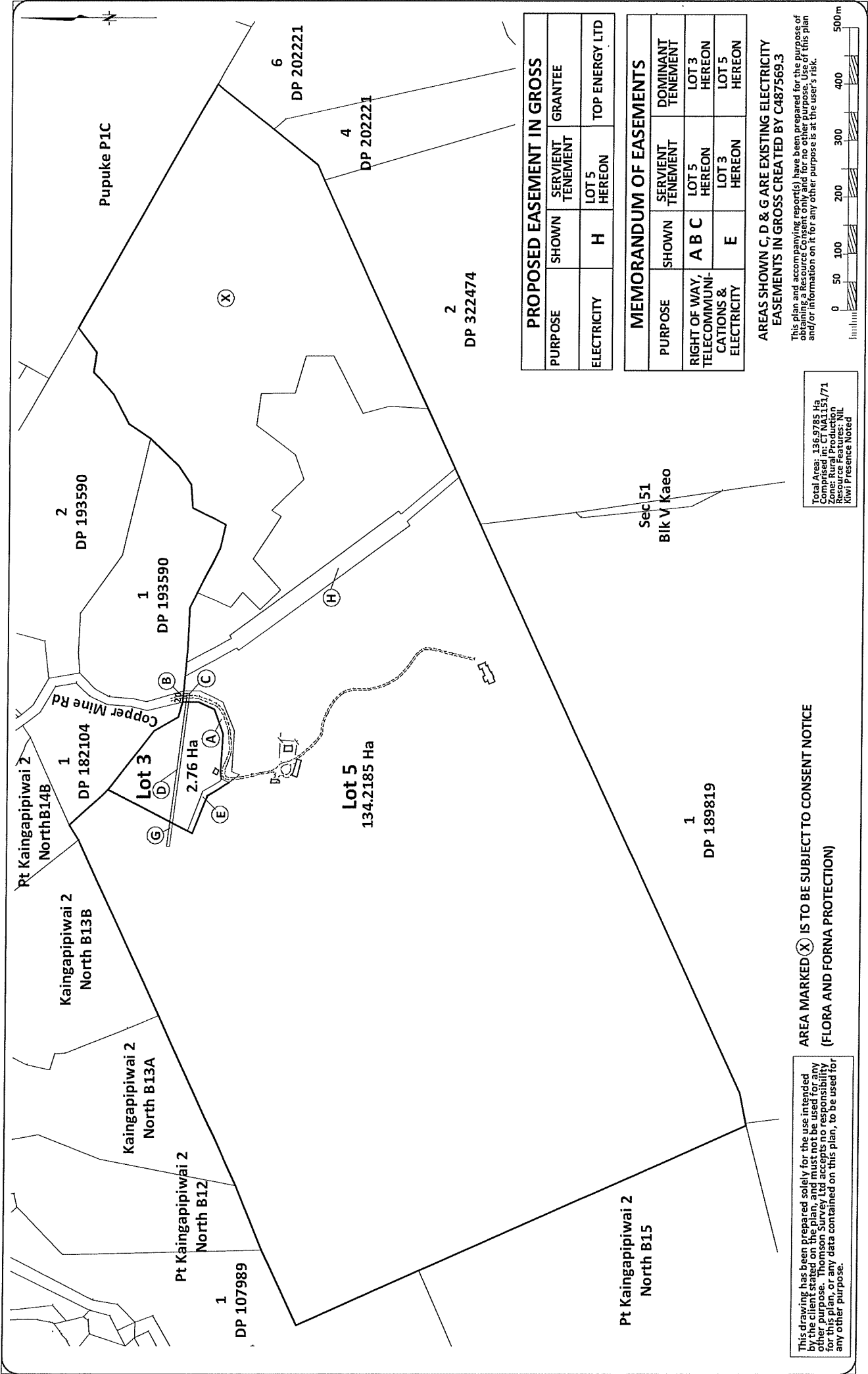
315 Kerikeri Rd
 P.O. Box 372 Kerikeri
 Email: kerikeri@tsurvey.co.nz
 Ph: (09) 4077360 Fax (09) 4077322
 Registered Land Surveyors, Planners & Land Development Consultants

PROPOSED SUBDIVISION OF PT KAINGAPIWAI 2 NORTH A

PREPARED FOR: R. GUY

Name	Date	ORIGINAL SHEET SIZE	SCALE	A3
Survey				
Design				
Drawn	SH	16-11-11		
Approved	PH/KY	22.05.26	1:6000	A3
Rev				

Surveyors Ref. No: **8177**
 Series
 Sheet 1 of 3



Total Area: 136.9785 Ha
 Comprised in: CT N1151/71
 Resource Features:
 Resource Features: NULL
 Kiwi Presence Noted

AREA MARKED (X) IS TO BE SUBJECT TO CONSENT NOTICE
 (FLORA AND FORMA PROTECTION)

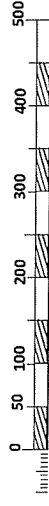
This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. Thomson Survey Ltd accepts no responsibility for the accuracy of any data contained on this plan, to be used for any other purpose.

PROPOSED EASEMENT IN GROSS		
PURPOSE	SHOWN	SERVIENT TENEMENT
ELECTRICITY	H	LOT 5 HEREON
		TOP ENERGY LTD

MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNICATIONS & ELECTRICITY	A B C	LOT 5 HEREON	LOT 3 HEREON
	E	LOT 3 HEREON	LOT 5 HEREON
		HEREON	HEREON

AREAS SHOWN C, D & G ARE EXISTING ELECTRICITY EASEMENTS IN GROSS CREATED BY C487569.3

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Surveyors Ref. No: **8177**
 Series: Sheet 1 of 3

Name	Date	ORIGINAL SHEET SIZE	SCALE
Survey			
Design			
Drawn	SH 16-11-11		
Approved			
Rev	PH/KY 22.05.26		

1:6000 A3
 8177 Scheme 20260522

PROPOSED SUBDIVISION OF PT KAINGAPIWAI 2 NORTH A

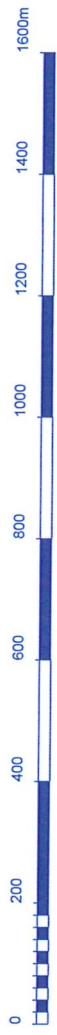
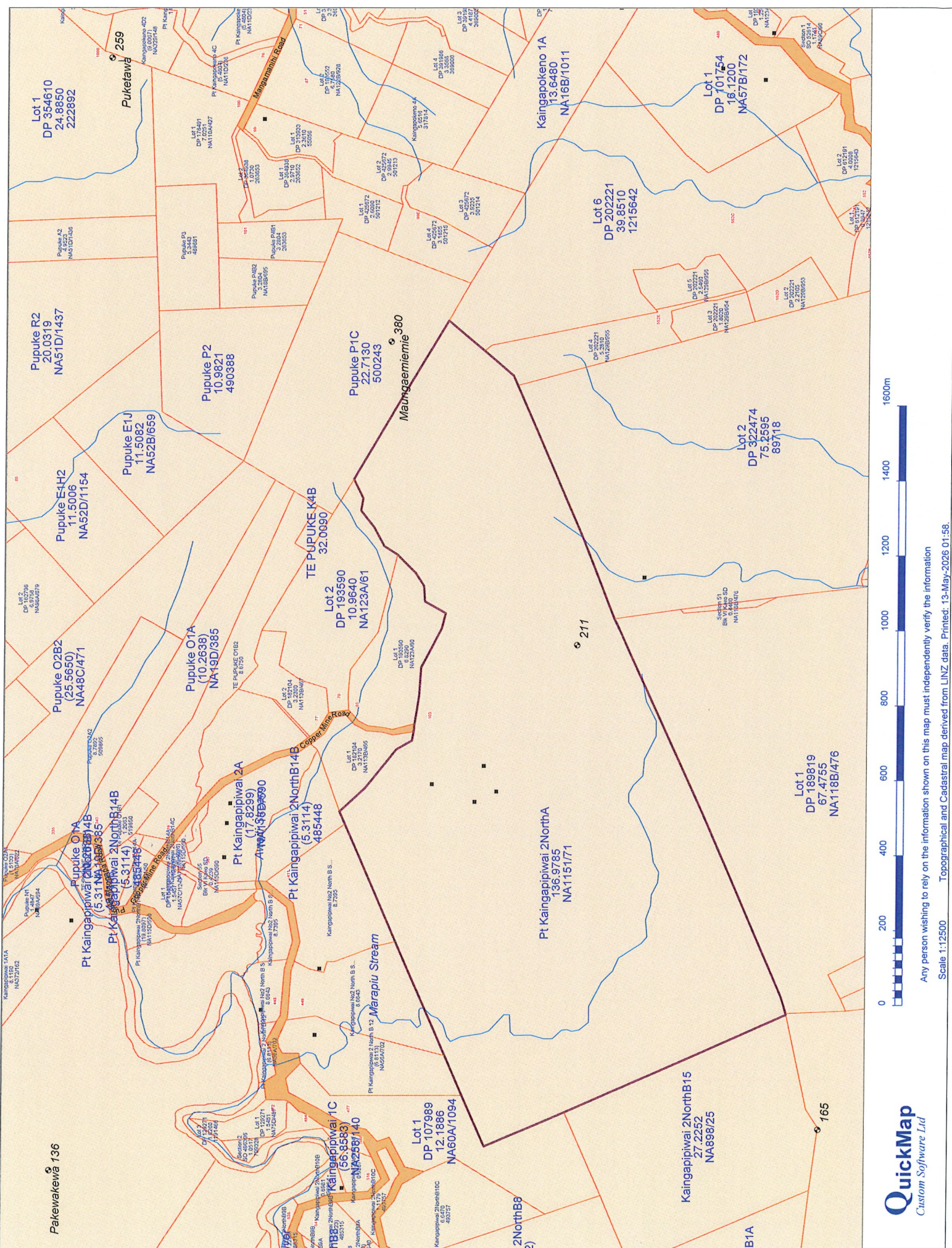
PREPARED FOR: R. GUY

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

Registered Land Surveyors, Planners & Land Development Consultants

Appendix 2

Location Plan



Any person wishing to rely on the information shown on this map must independently verify the information
 Scale 1:12500 Topographical and Cadastral map derived from LINZ data. Printed: 13-May-2026 01:58.

Appendix 3

Records of Title & Relevant Instruments



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




R.W. Muir
Registrar-General
of Land

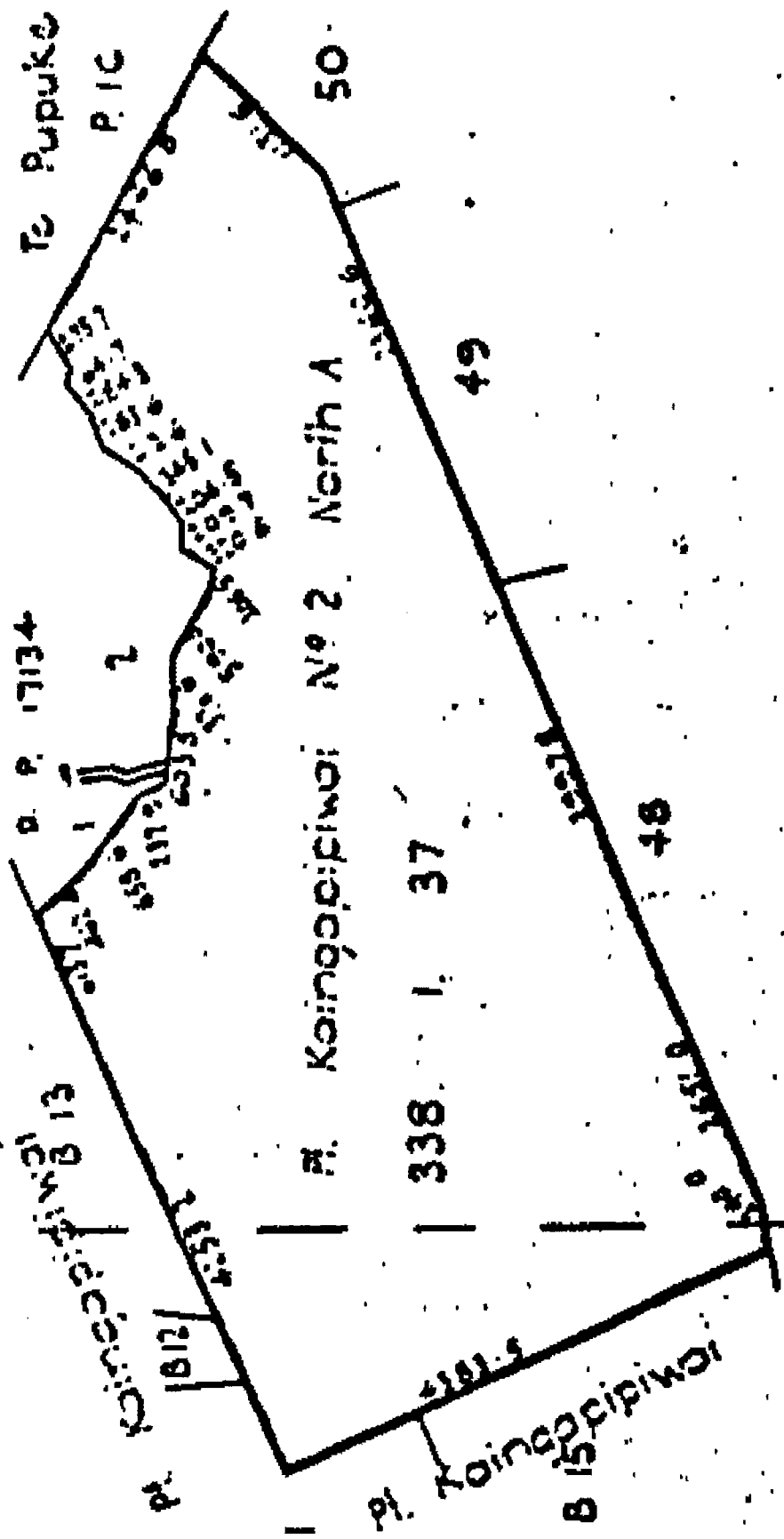
Identifier NA1151/71
Land Registration District North Auckland
Date Issued 10 August 1955

Prior References
NA406/149

Estate Fee Simple
Area 136.9785 hectares more or less
Legal Description Part Kaingapiwai No 2 North A Block
Registered Owners
Ross Patrick Guy

Interests

Subject to mining rights created by Transfer 157024
C487569.3 Mortgage to ANZ Banking Group (New Zealand) Limited - 9.6.1993 at 1.36 pm
Subject to an electricity right (in gross) over part marked A on DP 205910 in favour of Top Energy Limited created by Transfer D685496.2 - 1.3.2002 at 2.52 pm
5621351.1 Variation of Mortgage C487569.3 - 13.6.2003 at 9:00 am
8918393.2 Variation of Mortgage C487569.3 - 7.3.2012 at 11:19 am
10380847.1 CAVEAT BY TOP ENERGY LIMITED - 30.3.2016 at 3:09 pm



TRANSFER
Land Transfer Act 1952

D685496.2TE

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No. All or Part? Area and legal description - *Insert only when part or Stratum, CT*

1151	71	All	
------	----	-----	--

Transferor Surnames must be underlined

Ross Patrick Guy

Transferee Surnames must be underlined

Top Energy Limited

Estate or interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No ...; Right of way etc*

Electricity easement in gross (continued on page 2 annexure schedule)

Consideration


One dollar

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created

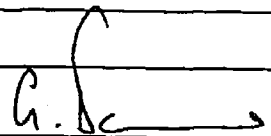
Dated this 12 day of November 2001

Attestation

	Signed in my presence by the Transferor
	Signature of Witness <u>G. Hansen</u>
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name G. HANSEN
Occupation CATERER	
Address R.D.2, COPPERMINE RD, KAEO.	
Signature or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
DELETE INAPPLICABLE CERTIFICATE



Solicitor for the Transferee

Approved by Registrar-General of Land under No. 1996/1008

TRANSFER

Land Transfer Act 1952

This page is for Land Registry Office Use Only.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement Dated 12 November 2001 Page 2 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

The Transferee shall have the right to convey electricity over that part of the land in Certificate of Title 1151/71 marked "A" on Deposited Plan 205910 TOGETHER WITH the additional rights and powers incidental thereto set out in the following clauses:

OPERATIVE PART

1. Transfer and Grant of Transmission Easement

- 1.1 The right to survey and investigate in respect of, and to lay, construct, operate, inspect, use, cleanse, maintain, repair, renew, upgrade, change the size of and remove, a Transmission Line in, over, on, under, or through that part of the Land marked "A" on Deposited Plan 205910 ("the Servient Land").
- 1.2 The right to convey, send, transmit or transport electricity and telecommunications signals, waves or impulses in, over, on, under or through the Servient Land.
- 1.3 The right with any vehicles, equipment, aircraft and materials of any kind, to enter on the Land for any and all purposes necessary or convenient for the Transferee to exercise its rights and interests granted under this Memorandum (including the right to extinguish fires), but subject to the conditions that as little disturbance as is reasonably possible is caused to the Transferor, the Land, and the Transferor's stock and other property in doing so and that, where applicable, all gates on the Land are left as the Transferee and those other authorised persons find them.
- 1.4 The right to construct on the Land whatever roads, tracks, access ways, fences, gates and other works are deemed necessary by the Transferee for it to exercise its rights and interests granted under this Memorandum and which are approved by the Transferor (that approval not to be unreasonably withheld), but subject to the condition that as little disturbance as possible is caused to the Transferor, the Land, and the Transferor's stock and other property in doing so.
- 1.5 The right to keep the Servient Land cleared of all buildings or structures (including any buildings or structures which overhang the Servient Land) by any means the Transferee may consider necessary.
- 1.6 The right to keep the Servient Land cleared of any fences or vegetation, both natural and cultivated, including trees and shrubs (including any fences, or vegetation which overhang the Servient Land) by any means which the Transferee may consider necessary where such fences or vegetation:

(Continued on page 3 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Ross *[Signature]* *[Signature]*

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

Page 3 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

- (a) 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;
 - (b) Impedes the Transferee's access over the Servient Land; or
 - (c) Inhibits the safe and efficient operation of the Transmission Line.
- 1.7 The right by whatever means or method as the Transferee considers necessary to level and grade any stockpiled soil, sand, gravel or other substance or any materials, walls or other earthworks that may exist on the Servient Land in order to ensure that the clearance above the ground level of the Transmission Line is maintained greater than any minimum clearance height that may exist from time to time in statute, regulations, code of practice or otherwise.

2. COVENANTS

IT IS HEREBY COVENANTED by and between the parties hereto one with another as follows:

2.1 Ownership of the Transmission Line

- 2.1.1 The Transmission Line will become and remain the property of the Transferee.

2.2 Buildings, Structures, Fences and Vegetation

- 2.2.1 The Transferee may consent in writing to certain existing buildings, structures, fences or vegetation upon or overhanging the Servient Land at the date of this Memorandum remaining there. If the existence of those buildings, structures, fences or vegetation so consented to, or any additional buildings, structures, fences or vegetation consented to pursuant to clause 2.2.3, subsequently results in a situation described in clause 1.1.6(a) - (c) then such consent may be revoked by the Transferee without compensation. If such consent is revoked the cost of removal of any buildings, structures, fences or vegetation shall be borne by the Transferee. Before removing any fence pursuant to this clause the Transferee shall consult with the Transferor so the Transferor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Transferee's responsibility.

(Continued on page 4 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

Page 4 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

2.2.2 The Transferee shall be responsible for the removal of any building, structures, fences, or vegetation on or overhanging the Servient Land at the date of this Memorandum in respect of which no consent in writing has been sought or obtained pursuant to clause 2.2.1.

2.2.3 The Transferee may consent in writing to the construction after the date of this Memorandum of any buildings, structures, fences, or the planting or cultivation of vegetation including trees and shrubs on the Servient Land, or on the Land to the extent any buildings, structures, fences or vegetation overhangs the Servient Land.

2.2.4 The Transferee shall not be responsible for or be liable to contribute to the cost of removing any buildings, structures, fences or vegetation, built or cultivated on or overhanging the Servient Land after the date of this Memorandum in respect of which no consent in writing has been sought or obtained pursuant to clause 2.2.3.

2.3 Restoration of Land

2.3.1 The Transferee will be responsible for restoring any part of the Land affected by the Transferee exercising any of its rights under this Memorandum to a condition equivalent, as far as reasonably practicable, to that existing before the Transferee exercised those rights.

2.4 Transferor's Continued Use of Servient Land

2.4.1 The Transferor may use the Servient Land so long as that use does not unreasonably interfere with the enjoyment of the Transferee's rights and interests granted under this Memorandum.

2.5 Restrictions on Transferor's Use

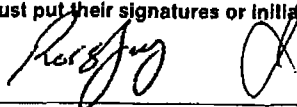
2.5.1 The Transferor must not at any time after the date of this Memorandum, do permit or suffer to be done any act whereby the rights, powers, licences and liberties granted to the Transferee under this Memorandum may be interfered with or affected in any way and, in particular, the Transferor must not, without the consent in writing of the Transferee:

(a) Make, or permit to be made, any alterations or additions to any buildings or structures existing on the Servient Land at the date of this Memorandum which affect the overall dimensions of those buildings or structures;

(b) Erect, or permit the erection, of any buildings or structures on the Servient Land;

(Continued on page 5 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

Page 5 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

- (c) Stockpile or fill with, or permit the stockpiling of or filling with, any soil, sand, gravel or other substance or materials, or construct, or permit the construction of, any roads, dam walls or other earthworks on the Servient Land which would in any way reduce the clearance above the ground level of the Transmission Lines below the minimum clearance height that may exist, from time to time, in statute, regulations, code of practice or otherwise the minimum clearance height (if any) shall be notified to the Transferor in writing by the Transferee;
 - (d) Remove, or permit the removal of, any soil, sand, gravel or other substance from the Servient Land;
 - (e) Disturb the soil below a depth of 0.3 metres within a distance of 6 metres from the visible outer edge of any tower, pole, ground stay, support or foundation comprising part of the Transmission Line;
 - (f) Cause or consent to acquiesce in the inundation of the Servient Land where any existing towers, poles, ground stays or supports comprising part of the Transmission Line are erected or located, or proposed to be erected or located, from the date of this Memorandum **EXCEPT HOWEVER** nothing will require the Transferor to take any steps to do or construct anything to prevent that inundation caused by events beyond the reasonable control of the Transferor;
 - (g) Burn off crops, trees or undergrowth within the Servient Land;
 - (h) Operate, or permit to be operated, any machinery or equipment (including by way of example, but not in limitation, cranes, drilling-rigs, pile-drivers and excavators) in close proximity to any tower, pole, ground stay or support comprising part of the Transmission Line;
 - (i) Disturb any survey pegs or markers placed on the Land by the Transferee; or
 - (j) Do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.
- 2.5.2 The consent of the Transferee required under clause 2.5.1 will not be unreasonably withheld, but may be given subject to reasonable conditions (including the power to revoke without compensation).

(Continued on page 6 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

Page 6 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

2.6 Restrictions on Transferee's Use of Land

2.6.1 The Transferee will erect the Transmission Line so as not to unreasonably interfere with the ordinary cultivation of the Land and in so doing, or in laying, constructing, operating, inspecting, using, cleansing, maintaining, repairing, renewing, upgrading, replacing, changing the size of or removing the Transmission Line, will cause as little damage as is reasonably possible to the surface of the Land, and will as nearly as possible restore the surface of the Land to its condition prior to the carrying out of the work.

2.7 Statutes and Regulations

2.7.1 It is acknowledged by the Transferee that its rights under the Transmission Easement are subject to the provisions of all applicable statutes, ordinances, regulations and by-laws.

2.7.2 The Transferee covenants with the Transferor that it will comply with the provisions of all statutes, ordinances, regulations and by-laws in any way relation or affecting the Transmission Easement, the Transmission Line or the exercise, or the attempted or intended exercise, by it or any of its rights under this Memorandum, and will also comply with the provisions of all licences, requisitions and notices issued, made or given by any competent authority in respect of the Transmission Easement, the Transmission Line or the exercise, or attempted or intended exercise, by the Transferee of any of its rights under this Memorandum.

2.8 Indemnity Against Third Party Claims

2.8.1 Each party will indemnify the other 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 that party (or any person authorised, whether expressly or impliedly by it) EXCEPT THAT it will not be liable to indemnify the other party in respect of claims or demands from third parties for any loss, damage or liability caused by the actions of the other party. Where the actions of the other contribute to that loss, damage or liability, the indemnity given by the party to that other party in respect of that loss, damage and liability will be correspondingly reduced in proportion to that contribution.

2.8.2 The quantum of damages payable by either party pursuant to clause 2.8.1 will be determined by agreement between them or, if they fail to agree, then they will submit the matter to arbitration in accordance with clause 2.11.

(Continued on page 7 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

Page 7 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

2.9 Licence and Assignment

2.9.1 The Transferee may grant any licence or right of all or any part of any estate or interest conferred by this Memorandum and may assign all or any part of that estate or interest.

2.10 Perpetual Easement

2.10.1 No power is implied for the Transferor to determine the Transmission Easement for any breach of covenant (express or implied) or for any causes whatever. It is the intention of the parties that the Transmission Easement will subsist forever or until duly surrendered.

2.11 Arbitration

2.11.1 Unless any dispute or difference which may arise between the parties in relation to this Memorandum is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.

2.11.2 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article II of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

2.11.3 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 or difference.

2.11.4 The award in the arbitration will be final and binding on the parties.

2.12 Interpretation

2.12.1 For the purpose of interpretation or construction of this Memorandum, unless the context otherwise requires:

(a) The term "Transmission Line" means a wire or wires or a conductor of any other kind (including a fibre optic or coaxial cable) used or intended to be used for the transmission of

(Continued on page 8 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

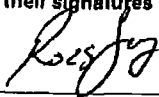

Page 8 of 9 Pages

(continuation of "Estate or Interest or Easement to be created:")

electricity and/or telecommunication signals, waves or impulses; and includes any insulator, tower, pole, ground stay, supporting structure, crossarm, foundation, casing, tube, tunnel, minor fixture or other item, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line; and also includes any building, tower or pole mounted transformers, fuses, fuse holder, automatic switches, voltage regulators, capacitors or other instrument, apparatus or device used in association with a Transmission Line for the purpose of protecting and facilitating the transmission of electricity and telecommunication signals, waves or impulses through the Transmission Line.

- (b) References to clauses or a Schedule are references to clauses of, and a Schedule to, this Memorandum;
- (c) Words importing the singular or plural number include the plural and singular number respectively;
- (d) Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Memorandum;
- (e) Reference to the parties include their respective successors and assigns; and
- (f) References to a statute or statutory provision include references to that statute or statutory provision (as the case may be) and to any regulations made pursuant to that statute or statutory provision (as the case may be), as from time to time modified, codified or re-enacted, whether before or after the date of this Memorandum, so far as that modification, codification or re-enactment applies, or is capable of applying, to this Memorandum and the transfer and grant of the Transmission Easement under it.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

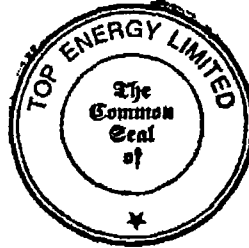
Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 12 November 2001

Page 9 of 9 Pages

The COMMON SEAL of)
TOP ENERGY LIMITED)
was hereunto affixed in the)
presence of.)



[Signature]Director

[Signature]Director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature]

[Signature]

[Signature]

LINZ COPY



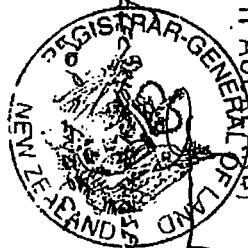
252 01.MAR02 D 685496

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND

~~223 08.JAN07 D 670979~~

~~PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND~~

SUBJECT TO AN AGREEMENT
DP 205910 70



TRANSFERRED IN GROSS OVER THE PART MARKED A
LIMES GREAT BY TRANSFER 685496 2

PALMER MAC (KAI)

A.M. NEWTON

1C 16466

~~1F~~

2F

~~128~~

REP



View Instrument Details

Instrument Type Caveat against dealings with land under s137 Land Transfer Act 1952
Instrument No 10380847.1
Status Registered
Date & Time Lodged 30 March 2016 15:09
Lodged By Yonge, Hadleigh Morton

Affected Computer Registers **Land District**
NA1151/71 North Auckland

Registered Proprietor
Ross Patrick Guy

Caveator
Top Energy Limited

Estate or Interest claimed
Pursuant to an agreement to grant easement dated 17 March 2016 between Ross Patrick Guy as Grantor and the Caveator as Grantee

Notice
Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

Address for Service of Caveator
Top Energy Limited
C/- Greenwood Roche
PO Box 106006
Auckland
New Zealand
1143

Address for Registered Proprietor
Ross Patrick Guy
C/- McLeods Lawyers
Private Bag 1002
Kerikeri
New Zealand
0245

Caveator Certifications



View Instrument Details

Caveator Certifications

I certify that I have the authority to act for the Caveator 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 Hadleigh Morton Yonge as Caveator Representative on 30/03/2016 03:09 PM

*** End of Report ***

**AGREEMENT TO GRANT EASEMENT
WIROA TO KAITAIA 110KV TRANSMISSION LINE**

AGREEMENT dated

17th March

2016

PARTIES

ROSS PATRICK GUY (Owner)

Address: 103 Copper Mine Road
Rd 2
Kaeo 0479
Phone: (09) 405 0342
Mobile: 027 293 2948

TOP ENERGY LIMITED (Top Energy)

Address: John Butler Centre (Level 2)
60 Kerikeri Road, Kerikeri
Phone: (09) 407-0604
Fax: (09) 407-0611

OVERVIEW OF PROJECT

Top Energy proposes to construct a single or double circuit high voltage transmission line from Wiroa to Kaitaia, to improve the capacity, security and reliability of the electricity distribution network in the Far North region.

As part of the project, Top Energy proposes to construct part of the transmission line through the Owner's property.

LEGAL DESCRIPTION OF LAND

An estate in fee simple in 136.9785 hectares more or less being Part Kaingapiwai No 2 North A Block contained in computer freehold register NA1151/71 (North Auckland Registry).

NATURE OF EASEMENT

Rights to convey electricity, telecommunications and computer media.

INDICATIVE PLAN OF EASEMENT AREA AND WORKS

As shown on the plan attached as **Schedule 1**.

DESCRIPTION OF WORKS

1. The installation of two poles numbered PER-8 and PER-9.
PER-8: 2 x 18.5m steel pole structures, placed approximately 5 metres apart at the bases. No stays.
PER-9: 1 x 20.0m steel pole structure. One stay, extending away from the pole towards the southwest.
2. The installation of three electrical conductors capable of supplying voltage up to and including 110kV adjacent to and across the Land to the South of PER-8,

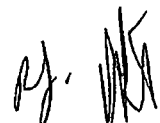
between poles PER-8 and PER-9, and to the North of PER-9, and one earth wire being an optical ground wire.

2. Works to tracks, installation of gates and culverts.
3. The removal of vegetation (refer Schedule 2).

As shown on the indicative plan attached as Schedule 1.

COMPENSATION SUMMARY (refer clause 7.1)

\$58,435.00	(plus GST if any), being the total compensation, payable as follows:
\$5,843.50	(being 10% of the total) (Deposit) payable on satisfaction of the Owner Condition (refer clause 7.1(a));
\$46,748.00	(being a further 80% of the total) (Unconditional Payment) payable on satisfaction of the Top Energy Conditions (refer clause 7.1(b));
\$5,843.50	(being balance 10% of the total) (Final Payment) payable at the time that Top Energy receives from the Owner all the required documentation to enable registration of the Easement Instrument (refer clause 7.1(c)).



TERMS OF THIS AGREEMENT

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement (including the Schedules):

Agreement means this agreement, including the schedules attached.

Compensation means the compensation as set out on page two of this Agreement, subject to adjustment in accordance with **clauses 4.3 and 7.3**.

Conditions means any condition set out in **clause 3.1**.

Deposit means the instalment of Compensation referred to as the Deposit on the page two of this Agreement and payable in accordance with **clause 7.1(a)**.

Disturbance means any disturbance, damage or loss incurred or suffered by:

- (a) the Owner; or
- (b) the Land; or
- (c) any occupier of the Land undertaking, with Top Energy's knowledge and in compliance with the terms of this Agreement, normal farming operations on the Land, in particular sharemilking or forestry,

during construction of the Works which is not remedied by Top Energy under **clause 6.6**, for example but without limitation, a business loss in respect of a business located on the Land.

Easement and Easement Instrument means an easement in gross for rights to convey electricity, telecommunications and computer media over the Easement Area, on the terms set out in the form of easement instrument attached as **Schedule 3**.

Easement Area means the easement area shown on the Plan, subject to adjustment in accordance with **clause 4.2**.

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.

Entry Notice means any notice given by Top Energy pursuant to **clause 6.1**.

Equipment means cables, lines, wires, cranes, drilling rigs, Vehicles, plant, tools and machinery and all materials and items required for the purpose of exercising any of the rights under this Agreement.

Final Payment means the instalment of Compensation referred to as the Final Payment on page two of this Agreement and payable in accordance with **clause 7.1(c)**.

Land means the land described on the front page of this Agreement.

Owner means the Owner, the Owner's successors and/or the registered proprietor(s) for the time being of the Land.

Owner Condition means the condition set out in clause 3.1(a).

Plan means the indicative plan attached as Schedule 1 (CAD File: SECAP – Guy, Ross – ID 331A – Version 6).

Preliminary Works means the works described in clause 2.1, or any part of such works, as applicable.

Project means the installation of a single or double circuit electricity transmission line with a nominal operating voltage of up to 110kV and other electrical and communications works together with all associated works installed or constructed by Top Energy.

Top Energy means Top Energy Limited, its successors and permitted transferees, assigns, lessees, sublessees and licensees together with Top Energy's servants, agents, employees, workers, invitees, licensees and contractors.

Top Energy Conditions mean the conditions set out in clauses 3.1(b) and (c).

Unconditional Payment means the instalment of Compensation referred to as the Unconditional Payment on page two of this Agreement and payable in accordance with clause 7.1(b).

Vehicles means four wheel drives, motorbikes, cars and trucks, tractors, trailers, graders, pile drivers, drilling rigs, cranes, helicopters, aircraft, excavation and earthmoving equipment and any other machine(s) and/or apparatus required for the purpose of exercising the rights granted by this Agreement, whether wheeled or tracked.

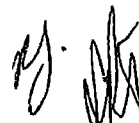
Working Day means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Northland Anniversary Day and Labour Day; and
- (b) A day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.

Works means the works described on the front page of this Agreement (subject to change in accordance with clause 4.2) and in the Easement Instrument, for the purpose of constructing the Project, but does not include the Preliminary Works.

1.2 **Interpretation:** In the interpretation of this Agreement unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Agreement;
- (b) references to sections, clauses and schedules are references to sections, clauses and schedules in this Agreement;



- (c) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to;
- (d) the singular includes the plural and vice versa and words incorporating any gender shall include every gender; and
- (e) where any party comprises more than one person, each person shall be deemed to have entered into this Agreement jointly and severally and the provisions of this Agreement shall bind such persons jointly and each of them severally.

2 PRELIMINARY WORKS

- 2.1 **Preliminary Works:** In consideration of Top Energy's obligation to pay the Deposit, the Owner agrees to allow Top Energy to enter and re-enter the Land at all reasonable times from the date of this Agreement, with or without such assistance, machinery, vehicles and equipment as is reasonably necessary for the purposes of inspecting the Land and carrying out preliminary testing and investigation of the Land.
- 2.2 **Consultation:** Prior to undertaking the Preliminary Works, Top Energy shall use reasonable endeavours to consult with the Owner regarding the timing and conduct of the Preliminary Works.
- 2.3 **Reinstatement:** Following completion of the Preliminary Works, Top Energy shall reinstate the Land as nearly as is reasonably practicable to the condition existing immediately prior to entry by Top Energy.

3 CONDITIONS

- 3.1 This Agreement is subject to the following Conditions:

Owner Condition	Date for satisfaction
(a) The Owner obtaining and providing to Top Energy consents from any mortgagee, chargeholder, encumbrancee or grantee having an interest in the Land, to the rights granted under this Agreement. The Owner shall do all things reasonably necessary to obtain such consents, and shall provide copies of the consents to Top Energy.	1 month following the date of this Agreement.



Top Energy Conditions	Date for satisfaction
<p>(b) Top Energy obtaining all resource and other consents and approvals, and all property and other rights, which it considers necessary or desirable for the Project.</p> <p>The Owner:</p> <p>(i) shall promptly give, sign and deliver all written approvals or consents requested by Top Energy; and</p> <p>(ii) shall not object to, advocate against, oppose or impede any action taken by Top Energy, nor procure or assist any other person to do so,</p> <p>in order to obtain any such consents, approvals and rights and undertake the Project.</p> <p>This Condition is inserted for the benefit of Top Energy.</p>	24 months following the date of this Agreement.
<p>(c) Top Energy resolving to proceed with the Project with a route alignment which passes over part of the Land. This Condition is inserted for the benefit of Top Energy.</p>	24 months following the date of this Agreement.

3.2 **Satisfaction or waiver of Top Energy Conditions:** Top Energy may declare the Top Energy Conditions satisfied or waived either by notice in writing to the Owner or the Owner's solicitor, or by giving to the Owner an Entry Notice.

3.3 **Non-satisfaction of any Condition:** If any Condition is not satisfied or waived by the date for satisfaction, either party may thereafter until the Condition is satisfied or waived, cancel this Agreement by giving notice to the other, in which case any Deposit paid shall be retained by the Owner, and Top Energy shall have no obligation to make any other payments of Compensation.

4 CHANGES TO PLAN, WORKS AND EASEMENT INSTRUMENT

4.1 **Changes:** The Owner acknowledges that changes are possible to the Project, the Plan and the Works, in particular during the process of satisfying the Top Energy Conditions.

4.2 **Permitted Changes:** Top Energy may at any time prior to finalisation of the Plan and Easement Instrument make such changes to the Easement Area, the design of the Works, and the Easement Instrument, as it considers in its sole discretion to be necessary or desirable for the Project, provided that:

(a) the changes do not extend Top Energy's rights beyond those contemplated by this Agreement; and

(b) the location of a conductor support structure/pole must be within a 25m radius of the location shown on the Plan unless ground conditions (for

example, soil instability or the presence of archaeological sites) render it infeasible to locate a conductor support structure within this radius; and

- (c) notwithstanding any relocation of the Easement Area required to accommodate a change of location of the conductor support structure/pole from that shown on the Plan, the width of the Easement Area will be no greater than the width of the Easement Area shown on the Plan.

4.3 **Consultation:** Top Energy shall use reasonable endeavours to consult with the Owner in respect of any proposed changes under clause 4.2 so as to minimise any adverse effect on the Land or on the Owner's use and occupation of the Land, and if the Compensation should be increased on account of any such changes, shall adjust the Compensation accordingly.

5 THE GRANT

5.1 **Grant of rights:** Following satisfaction or waiver of all Conditions:

- (a) the Owner grants, and Top Energy accepts, the Easement over the Easement Area on the terms set out in the form of the Easement Instrument attached as Schedule 3 subject to any variations provided in this Agreement;
- (b) Top Energy and the Owner shall be bound by the Easement Instrument as if it had been executed by both parties and registered against the title to the Land, its terms being implied into this Agreement; and
- (c) the Owner agrees to allow Top Energy to enter, re-enter and remain on the Land at all reasonable times, with or without such persons, plant, machinery, Vehicles and Equipment as is reasonably necessary to perform the Works and to exercise the rights or otherwise undertake any action provided for or contemplated in this Agreement and in the Easement.

5.2 **Top Energy not obliged to enter:** The Owner acknowledges that the grant under clause 5.1 does not oblige Top Energy to enter onto the Land or undertake any of the Works or otherwise exercise all or any of its rights under the Easement.

6 ENTRY ONTO LAND

6.1 **Entry Notice:** Where, following satisfaction or waiver of all Conditions or in anticipation of this occurring, Top Energy intends to enter upon the Land in the exercise of any one or more of the rights set out in clause 5.1 it will give to the Owner at least 10 Working Days' notice before such entry of its intention to do so, with the Entry Notice to specify:

- (a) the location of the proposed entry;
- (b) the area on which the Works will be undertaken by Top Energy;
- (c) the nature of the Works to be undertaken;
- (d) the date and time of initial entry;
- (e) the length of time that Top Energy expects to be on the Land; and

- (f) the nature of all other works that are to be undertaken on the Land in accordance with the rights granted pursuant to clause 5.1.

For the avoidance of doubt, Top Energy may not exercise any rights under the Entry Notice until satisfaction or waiver of all Conditions.

- 6.2 **Owner may set conditions:** Within 5 Working Days of receipt of the Entry Notice the Owner may set reasonable conditions relating to the timing of entry and the access route but those conditions may not:
 - (a) delay entry by Top Energy by more than 15 Working Days; or
 - (b) require monetary or other consideration; or
 - (c) otherwise defeat the ability of Top Energy to exercise effectively the rights granted under clause 5.1.
- 6.3 **Disputes:** Any dispute between the Owner and Top Energy in relation to the terms of the Entry Notice or the conditions set by the Owner pursuant to clause 6.2 shall constitute a dispute which is to be resolved using the dispute resolution procedure set out in clause 13.
- 6.4 **Specific obligations:** Top Energy and the Owner agree to be bound by any obligations set out in Schedule 2 which are specific to the Land.
- 6.5 **Minimise interference:** When exercising its rights under this Agreement, Top Energy will use its reasonable efforts to cause as little interference as practicable to the Owner, any occupier of the Land, any crops or livestock and any farming activities on the Land, but without in any way limiting the rights of the Owner to a claim for Disturbance.
- 6.6 **Reinstatement:** Upon completion of the Works, Top Energy shall at its expense in all things make good and reinstate the Land to ensure that the Land is left in as nearly as possible the same condition as it was prior to the exercise of Top Energy's rights under this Agreement which may include, for example but without limitation:
 - (a) reinstating or repairing any fences or other improvements which have been removed or damaged;
 - (b) removing any bridges, culverts, roads and tracks constructed on the Land, or alternatively leaving them where the Owner so requires or where Top Energy requires them to remain for continued access to the Easement Area in which case they shall become part of the Land and owned by the Owner; and
 - (c) where the Land was previously in pasture, spreading topsoil, applying fertiliser and/or lime and re-establishing grazing pasture (provided that the Owner shall facilitate this process by not over-stocking or over-grazing).
- 6.7 **Top Energy's employees, agents, etc:** Top Energy may use its nominated employees, agents, consultants or contractors to perform the Works.
- 6.8 **Costs:** Top Energy will meet the full costs of the Works undertaken by Top Energy.

- 6.9 **Entry on non-Working Days:** For the avoidance of doubt, Top Energy may enter onto the Land and undertake any Works on any day of the year including days which are not Working Days, subject to the provisions of the Entry Notice given by Top Energy under clause 6.1.
- 6.10 **Emergency Situations:** In the event of an Emergency Situation Top Energy can exercise a right of entry to the Land without giving an Entry Notice save that Top Energy will give the information required by an Entry Notice for such emergency work as soon as practicable thereafter.

7 COMPENSATION

- 7.1 **Timing of payments:** The Compensation is payable by Top Energy to the Owner as follows:
- (a) The Deposit to be paid following satisfaction of the Owner Condition, which payment is non-refundable in the event that this Agreement is cancelled for non-satisfaction of any Top Energy Condition; and
 - (b) The Unconditional Payment to be paid following satisfaction of the Top Energy Conditions; and
 - (c) The Final Payment to be paid at the time that Top Energy receives from the Owner the documentation referred to in clause 9.3, subject to adjustment as set out in clauses 4.3 and 7.3, together with compensation for any Disturbance incurred or suffered during construction of the Works.
- 7.2 **Invoices:** The payments to be made by Top Energy pursuant to clause 7.1 are subject to Top Energy receiving appropriately prepared invoices, including GST number and details where the Owner is registered for GST purposes.
- 7.3 **Changes in Easement Area:** In the event, that following final survey of the Easement Area, the Easement Area is found to be greater or lesser than the area specified on the Plan by a margin exceeding 5%, then the Compensation shall be adjusted proportionately.
- 7.4 **Full and final settlement:** The Compensation, any compensation for Disturbance, and the other payments set out in this Agreement and the Easement Instrument, shall be in full and final settlement of all claims by the Owner arising whether in relation to the grant of the Easement, injurious affection, loss of profit or otherwise howsoever.

8 OPERATING VOLTAGE OF THE EQUIPMENT

- 8.1 The Owner acknowledges that Top Energy may operate the Equipment at any voltage up to and including 110 kV allowing for standard operating fluctuations in supply voltages.

9 SURVEY OF EASEMENT AREA AND REGISTRATION OF EASEMENT

- 9.1 **Survey:** The parties acknowledge that the Easement Area is subject to survey. Once Top Energy has finalised the Easement Area and Easement Instrument, Top Energy,

at its cost, shall use reasonable endeavours to have the survey of the Easement Area completed and the survey plan deposited.

- 9.2 **Consents:** Top Energy shall attend to all necessary planning, resource consenting, legal and other matters, at its own cost, to enable the survey plan to be deposited and the Easement registered.
- 9.3 **Owner to assist:** The Owner shall co-operate fully, and promptly sign such documents provided to the Owner by Top Energy within 10 Working Days of receipt and do such acts, matters and things as shall be required of the Owner to enable deposit of the survey plan defining the Easement Area and registration of the Easement Instrument at LINZ, including obtaining all mortgagee and other consents referred to in clause 3.1(a).

10 REIMBURSEMENT OF LEGAL AND VALUATION COSTS

- 10.1 **Legal:** Top Energy shall reimburse all the Owner's reasonable legal costs in connection with the perusal, advice and execution of this Agreement and registration of the Easement Instrument including all costs and expenses incurred in obtaining all required approvals and/or consents to this Agreement and the Easement Instrument under clause 3.1(a).
- 10.2 **Valuation:** Top Energy shall reimburse the Owner for the cost of obtaining an independent valuation assessment of the Compensation offered by Top Energy to the Owner for the purposes of this Agreement.

11 CAVEAT

- 11.1 **Caveat registration:** Pending registration of the Easement Instrument, to ensure that the provisions of this clause and the existence of this Agreement are drawn to the attention of any proposed transferee or assignee of the Owner's interest in the Land or this Agreement, Top Energy will at its expense register a caveat against the certificate of title to the Land to protect its interest under this Agreement.
- 11.2 **Consent to dealings:** Provided that its interests under this Agreement remain protected, Top Energy shall from time to time when required by the Owner to give its consent as caveator, sign such documents, and do such acts, matters and things as shall be necessary to enable the Owner to register any dealing against the certificate of title to the Land and shall bear all legal and other costs reasonably incurred in furnishing such consent including those of the Owner.

12 NOTICES

- 12.1 **Sending notices:** All notices or other communications to be given under this Agreement shall be in writing and shall be sent by any of the following means:
- (a) By delivering it personally or sending it by prepaid post to the party to the address notified in writing by either party to the other;
 - (b) By sending it to the fax number the party has specified;
 - (c) By sending it to the email address that the party has specified.

12.2 Delivery: Notices shall be deemed to be given as follows:

- (a) A notice sent by pre-paid post shall be deemed to be given two Working Days after (but exclusive of) the date of mailing.
- (b) A notice delivered by hand is deemed to have been received at the time of delivery.
- (c) A notice sent by email or facsimile is deemed to have been received at the time of transmission provided that a confirmation of transmission is received by the sender or, in the case of an email, the receiving party acknowledges receipt of the email.
- (d) Notices served after 5pm on a Working Day, or on a day which is not a Working Day, shall be deemed to have been served on the next succeeding Working Day.

12.3 Contacts: The initial notified addresses and contact references of the parties are as set out on the front page of this Agreement.

12.4 Changing contacts: Any party may change its notified addresses and contact numbers by notice in writing to the other party.

13 DISPUTE RESOLUTION

13.1 Informal resolution: If any dispute arises between the Owner and Top Energy concerning the rights and obligations contained within this Agreement, the parties will enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they agree upon.

13.2 Mediation: If the dispute is not resolved within 10 Working Days then any party may at any time serve a mediation notice on the other party requiring the dispute be referred to mediation. The mediation notice shall set out the nature of the dispute. The parties shall in good faith endeavour to agree upon a mediator within 5 Working Days of the date of service of the mediation notice. If the parties cannot agree on the mediator, the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent mediator. The mediator's costs are to be borne equally by the parties.

13.3 Arbitration: If the dispute is not resolved within 20 Working Days of the date on which the mediation notice is served, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent arbitrator.

13.4 Law: Any arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

14 ASSIGNMENT

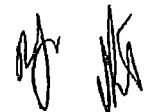
14.1 Top Energy: Top Energy may assign, sub-license, novate or otherwise transfer the whole, but not any part of, its interest in this Agreement to any party, provided that

the transferee or assignee party enters into a deed of covenant with the Owner, prepared by Top Energy's solicitors at Top Energy's cost, to comply with the provisions of this Agreement in place of Top Energy.

- 14.2 **Owner:** The Owner shall not transfer or assign any of its interest in the Land or this Agreement or grant any interest, mortgage or charge over the Land without first obtaining the consent of Top Energy. Top Energy must give its consent if the assignee, transferee or recipient of the interest in the Land enters into a deed of covenant with Top Energy, prepared by Top Energy's solicitors at Top Energy's cost, that it will comply with the provisions of this Agreement instead of the Owner or, in the case of the grant of an interest in the Land, in addition to the Owner, with the deed of covenant to be generally in the form annexed hereto as Schedule 4.

15 **GENERAL**

- 15.1 **Non-merger:** Except to the extent that the provisions contained in this Agreement are reproduced in, or substantially provided for in, the Easement Instrument, the provisions of this Agreement shall not merge in or be extinguished by the registration of the Easement Instrument, but shall remain in full force and effect and operative and enforceable according to their tenor while the Owner remains the registered proprietor of the Land.
- 15.2 **Further assurances:** The parties shall always act in good faith and do all acts and things and execute all documents reasonably necessary to give full and proper effect to this Agreement, Easement Instrument and the rights and interests granted herein and those subsequent documents, and each shall enter into such further documents and registrable instruments (including co-operating to permit such instruments to be registered and obtaining any mortgagee or chargeholder's consent) necessary to more fully give effect to the same and to preserve the integrity of the long term arrangements agreed upon.
- 15.3 **Severability:** If any part of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Agreement.
- 15.4 **No waiver:** No waiver of any of the provisions of this Agreement, nor any consent to any departure from this Agreement, will be effective unless given in writing, and then it will be effective only in the specific instance and for the specific purpose for which it is given. No failure, delay or indulgence by either party in exercising any power or right under this Agreement will operate as a waiver of such power or right and a single exercise or partial exercise of any such power or right will not preclude further exercises of that power or right, or the exercise of any other power or right under this Agreement.
- 15.5 **Entire agreement:** This Agreement contains all terms of the agreement between the parties and supersedes all prior communications, representations, agreements or understanding between the parties with respect to the subject matter of this Agreement.



EXECUTION

SIGNED by ROSS PATRICK GUY
as Owner in the presence of:



Witness

Signature:



Name (in full):


GRAEME LESLIE McLELLAND

Occupation:

SOLICITOR
KERIKERI

Address:

SIGNED for and on behalf of
TOP ENERGY LIMITED
by:



Signature


S. R. JAMES

Name

G. M. Corporate Services

Witness

Signature:



Name (in full):

Karen Ann Yerkovich

Occupation:

Project Mapping Technician

Address:

91- Top energy Ltd

PO Box 43

Kerikeri 0245

SCHEDULE 1

(Plan)

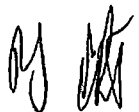
(CAD File: SECAP – Guy, Ross – ID 331A – Version 6)



SCHEDULE 2

(Site specific conditions applicable to the Land)

1. Top Energy may remove and treat (species dependent) or trim trees or other vegetation on the Easement Area and any access tracks indicated on the Plan (Access Tracks), and following a Top Energy risk assessment, may also remove and treat (species dependent) or trim trees or other vegetation on the Land outside the Easement Area and Access Tracks that pose a risk to the transmission line. All removed, treated or trimmed trees (excluding the pine trees marked in the yellow ovals shown as "Area 4" and "Area 8" on the Plan) or vegetation, shall either be mulched or cut into 4m lengths and left on the Land outside the Easement Area and Access Tracks as more particularly specified on the Plan. Notwithstanding the foregoing, where it is impracticable for Top Energy to access the trees or vegetation for cutting, mulching or removing, the trees or vegetation may be left where they fell provided this would not unreasonably disturb or restrict the Owner's use of the Land. Top Energy shall not be obliged to reinstate the trees or vegetation following completion of the Works. The Owner may plant pasture on the area where trees or vegetation have been removed.
2. The Owner may at his own expense remove the pine trees marked in the yellow ovals shown as "Area 4" and "Area 8" on the Plan within 36 months of the date of this Agreement. Should the trees not be removed during this time, Top Energy may, after giving the Owner not less than 3 months' notice, remove and harvest the pine trees and recover its costs by selling the timber as it sees fit.
3. Top Energy proposes to install the Works by use of ground based Vehicles over the Access Tracks shown on the Plan, but reserves the right to use a helicopter to assist ground based Vehicles to install the Works. If a helicopter is to be used, Top Energy may, in consultation with the Owner, develop the Access Tracks to a lower specification standard suitable for lighter Vehicles.
4. The details for the Access Tracks assume dry ground or firm conditions. If the ground conditions are not dry or firm at the time Top Energy undertakes the Works, Top Energy will develop the Access Tracks to a specification standard suitable for Vehicle access at that time in consultation with the Owner.
5. Upon completion of the Works, Top Energy will ensure that all tracks used during construction of the Works will be left in a tidy and reasonable state, and will make good any damage to the tracks but will not be required to reinstate works done to tracks or works to create new tracks. Tracks will be left suitable for 4WD traffic, and the existing main drive through the Land from Copper Mine Road will be left suitable for 2WD traffic.
6. The Owner acknowledges that the sum of \$58,435.00 being the Compensation includes full compensation for the removal of the trees as shown on the Plan.
7. Notwithstanding the provisions of clause 11.2, Top Energy will, as soon as reasonably possible after being requested to do so by the Owner, partially withdraw any caveat registered under clause 11.1, in order to facilitate the issue of separate certificates of title for parts of the Land generally marked as lots 1, 2 and 3 RC 2120218 on the Plan.



SCHEDULE 3
(Easement Instrument)

Handwritten initials or signature in the bottom right corner of the page.

Easement instrument to grant easement ~~or profit à prendre,~~
~~or create land covenant~~
(Sections 90A and 90F Land Transfer Act 1952)

Land Registration District
North Auckland

Grantor

ROSS PATRICK GUY

Grantee

TOP ENERGY LIMITED at Kerikeri

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

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

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown reference (plan)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey electricity, telecommunications and computer media	Marked " " on Deposited Plan	NA1151/71 (North Auckland registry)	In gross



Annexure Schedule 1

Page of Pages

Insert instrument type

Easement Instrument

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

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

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

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

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

the provisions set out in the attached memorandum.

Covenant provisions

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

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

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

~~{Annexure Schedule _____}~~

FORM OF REGISTRABLE MEMORANDUM
SECTION 155A, LAND TRANSFER ACT 1952

Class of instrument in which provisions intended to be included

Easement

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

1. Grantee's Rights

1.1 The Grantee shall have the following rights and powers:

- 1.1.1 to Construct the Works and to remove, inspect, use, operate, repair, maintain, renew, alter, replace, upgrade, add to and modify the Works or any part of the Works on the Easement Area;
- 1.1.2 to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity and telecommunications signals and computer media by means of the Works;
- 1.1.3 to undertake all tests, inspections, investigations and surveys that are reasonably necessary for the Grantee to exercise its rights under this Easement Instrument and in so doing the Grantee may:
 - (a) drill for core samples and dig test pits;
 - (b) install and maintain testing and monitoring equipment;
 - (c) take away samples from the Land for analysis;
- 1.1.4 to enter and remain on the Easement Area and such other part of the Land as is reasonably necessary in the circumstances with or without Vehicles, machinery and/or Equipment and with such personnel (including its employees, agents, contractors and/or consultants) for the purposes of exercising the Grantee's rights under this Easement Instrument and/or for accessing other neighbouring land on which the Grantee has similar rights as those set out in this Easement Instrument;
- 1.1.5 to Construct, inspect, use, repair, maintain, renew, alter, remove and modify roads and access tracks on the Land, to modify adjacent fences (including boundary fences) on the Land and to remove or trim vegetation on the access tracks at the cost of the Grantee to the extent that is reasonably necessary for the Grantee to exercise its rights under this Easement Instrument with these rights to be exercised on the following terms:
 - 1.1.5.1 where any new roads and/or access tracks on the Land are to be constructed such will be constructed by the Grantee as far as is

practicably possible to enhance the land use operations on the Land by the Grantor;

1.1.5.2 if during the course of the construction of the Works on the Land the Grantee uses any existing roads and/or access tracks on the Land then these will be repaired and/or maintained as is necessary by the Grantee so that at the conclusion of the construction of the Works such roads and/or access tracks are left in as nearly as possible the same condition as they were in at the time of first entry onto the land by the Grantee;

1.1.5.3 if the Grantee in the exercise of access to the Land for the purposes of inspection, use, repair, maintenance, renewal, alteration, replacement, upgrading, addition to or modification of the Works uses roads and/or access tracks on the Land it shall at the conclusion of such period of access repair and/or maintain those roads and/or access tracks to ensure that the same are left in as nearly as possible the same condition as they were in at the time of the commencement of the exercise of the Grantee's rights hereunder.

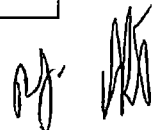
1.1.6 to Construct gates within fences (including boundary fences) located on the Land and to inspect, use, repair, maintain, renew, alter, remove and modify those gates at the cost of the Grantee to the extent that is reasonably necessary for the Grantee to exercise its rights under this Easement Instrument;

1.1.7 to clear and keep the Easement Area clear of trees, shrubs, vegetation, structures (including fences), earth, gravel and stone, and to clear and keep such other part of the Land as is reasonably necessary in the circumstances clear of any trees, shrubs, vegetation, structures (including fences), soil, earth, gravel and stone which is or is likely to be or become, in the reasonable opinion of the Grantee, a danger or hazard to the safety or operation of the Works, will impede the Grantee's access to the Works or will otherwise interfere with the Grantee's rights under this Easement Instrument;

1.1.8 to open up the soil of the Easement Area and excavate or remove timber, vegetation, soil, earth, gravel and stone from the Easement Area to the extent necessary for the Grantee to exercise its rights under this Easement Instrument; and

1.1.9 to temporarily occupy any part of the Land that is reasonably necessary in the circumstances in order for the Grantee to exercise any of its rights under this Easement Instrument including the right to Construct the Works and in doing so the Grantee may fence off such part or parts of the occupied area as is reasonably necessary for a Temporary Period or Temporary Periods for health and safety purposes (subject to clause 2.1 of this Easement Instrument).

1.2 In undertaking any one or more of the rights and powers hereby granted the Grantee:



- 1.2.1 May use its nominated employees, agents, consultants or contractors to perform the Works;
- 1.2.2 Will meet the full costs of the Works it undertakes;
- 1.2.3 For the avoidance of doubt the Grantee may enter on to the Land and undertake the Works on any day of the year including days which are not Working Days subject to the provisions of the Entry Notice given by the Grantee under clauses 5.1 and 5.2 of this Easement Instrument.

2. Grantee's obligations

- 2.1 The Grantee will use its reasonable efforts to cause as little interference as practical to the Grantor, any crops or livestock and any farming activities on the Land. The Grantee shall at its expense in all things make good and reinstate the Land as and when same shall require reinstatement to ensure that the Land is left in as nearly as possible the same condition as it was at the time of the commencement of the Grantee's rights hereunder. In particular, but without limitation, when exercising its rights under this Easement Instrument, the Grantee shall ensure that it leaves all gates as it finds them and reinstates all fences which are taken down so that the Grantee does not negatively affect the stock proofing of the Land.
- 2.2 Where any disturbance, damage or loss is incurred or suffered by:
 - (a) the Grantor; or
 - (b) the Land; or
 - (c) any occupier of the Land undertaking, with the Grantee's knowledge and in compliance with the terms of this Easement Instrument, normal farming operations on the Land, in particular sharemilking or forestry,during any entry onto the Land by the Grantee to construct, repair, maintain, modify, replace, renew or remove the Works or any part of the Works, which is not remedied by the Grantee under clause 2.1, for example but without limitation, a business loss in respect of a business located on the Land, the Grantee shall compensate the Grantor or the occupier, as the case may be, for such disturbance, damage or loss.
- 2.3 The Grantee will bear the costs of managing vegetation on the Easement Area (excluding pasture land) including removing trees and other vegetation but will not be responsible for the cost of controlling weeds or removing any vegetation which is planted by the Grantor in breach of this Easement Instrument.
- 2.4 The Grantee will bear the whole cost of maintaining the Works apart from any Works which the Grantor and Grantee have agreed are to become the property of the Grantor and any additional costs resulting from the Grantor's breach of this Easement Instrument for which the Grantee can recover the costs under this Easement Instrument.

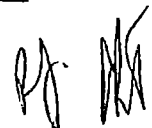
- 2.5 The Grantee will upon request provide to the Grantor copies of the Grantee's plans indicating the agreed access routes over the Land used by the Grantee in accessing the Works.
- 2.6 The Grantee has no obligation to construct the Works or to convey electrical energy and power or telecommunications through them, after construction, continuously or at all.
- 2.7 In the event that the Grantee shall clear the Easement Area and/or any other part of the Land or open up the soil of same as contemplated by clauses 1.1.7 and/or 1.1.8 hereof, the resulting material shall be removed by the Grantee from the Land and deposited off-site at the expense in all things of the Grantee unless the Grantor and the Grantee shall otherwise agree.

3. Grantor's Rights

- 3.1 Subject to the restrictions set out in this Easement Instrument the Grantor may use, occupy and enjoy that part of the surface of the Easement Area which is not occupied by the Works for normal farming operations including cropping and horticulture to a maximum height of 2.5 metres and grazing.

4. Grantor's obligations

- 4.1 The Grantor will not, without the prior written consent of the Grantee (which will not be unreasonably withheld or delayed), do, procure, assist or allow the following to be done:
- 4.1.1 alter or disturb the present grades and contours of the surface of the Easement Area except in the course of normal farming and grazing operations (but subject to the restrictions set out in this Easement Instrument);
- 4.1.2 erect any building or other structure (including fences) on the Easement Area;
- 4.1.3 plant any vegetation on the Easement Area (excluding pasture, crops and horticulture to a maximum height of 2.5 metres);
- 4.1.4 operate any Equipment or Vehicles on the Easement Area within a minimum clearance distance of 4 metres from any electricity transmission line conductor;
- 4.1.5 excavate or deposit material on the Easement Area;
- 4.1.6 impede the Grantee's access over the Easement Area and any agreed access routes over the Land or damage the surface of the agreed access routes;
- 4.1.7 knowingly cause or permit flooding of the Easement Area except where such flooding occurs naturally and is beyond the control of the Grantor;



- 4.1.8 light any fires or burn off vegetation within the Easement Area;
- 4.1.9 object to, advocate against, oppose or impede any consent, approval or right sought, or any action taken, by the Grantee pursuant to the Grantee's rights under clause 1.1;
- 4.1.10 do any other thing on the Land which may cause damage to the Works or endanger the continuity or safety of the supply and distribution of electricity or otherwise impede, interfere with or prejudice any right of the Grantee set out in clause 1.1.

5. Access

- 5.1 Where the Grantee together with or through its engineers, consultants, employees, contractors, workmen and anyone else authorised by the Grantee intends to enter upon the Land to exercise and give effect to the rights of the Grantee as listed in clauses 1.1.1 through 1.1.9 of this Easement Instrument the Grantee must give at least 10 Working Days notice ("the Entry Notice") to the Grantor except in an Emergency Situation, when prior notice is not required and the provisions of clause 5.6 of this Easement Instrument apply.
- 5.2 An Entry Notice is to identify the Works the Grantee intends to carry out with the Entry Notice to specify:
 - 5.2.1 the location of the proposed entry;
 - 5.2.2 the area on which the Works will be undertaken by the Grantee;
 - 5.2.3 the nature of the Works to be undertaken;
 - 5.2.4 the date and time of initial entry;
 - 5.2.5 the length of time that the Grantee expects to be on the Land; and
 - 5.2.6 the nature of all other works that are to be undertaken on the Land in accordance with the rights granted pursuant to clause 1.1.
- 5.3 Within 5 Working Days of receipt of an Entry Notice from the Grantee of its intention to exercise the right of entry provided for in clause 5.1 the Grantor may set reasonable conditions relating to the timing of entry and the access route but those conditions may not:
 - 5.3.1 Delay the exercise of entry by the Grantee by more than 15 Working Days; or
 - 5.3.2 Require monetary or other consideration; or
 - 5.3.3 Otherwise defeat the ability of the Grantee to exercise effectively the rights granted under this Easement Instrument.
- 5.4 Any dispute between the Grantor and the Grantee in relation to the terms of the Entry Notice or of the conditions set by the Grantor pursuant to this clause shall

constitute a dispute which is to be resolved using the dispute resolution procedure set out in clause 12 of this Easement Instrument.

5.5 The Grantee, in entering the Land, will take all reasonable steps to minimise inconvenience to the Grantor, including (but without limitation);

5.5.1 The time of entry (unless this is not possible due to an Emergency Situation);

5.5.2 Leaving gates as they are found;

5.5.3 Driving in a safe manner and taking reasonable steps not to disturb stock; and

5.5.4 Avoiding access through any specific areas within the Land which have been identified by the Grantor to the Grantee unless necessary to access the Works,

but without limiting the rights of the Grantor to claim under clause 2.2 of this Instrument.

5.6 Where entry is effected by the Grantee due to an Emergency Situation the Grantee shall as soon thereafter as is reasonable give an Entry Notice to the Grantor such Entry Notice to be in terms of clause 5.2 of this Instrument.

6. Breach of respective obligations

6.1 If the Grantor wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement Instrument, the Grantee shall be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantee from the Grantor as a debt. Where the Grantee considers it reasonable in the circumstances, prior to remedying the breach, the Grantee will give notice of the breach to the Grantor and allow the Grantor a reasonable period to remedy the breach.

6.2 If the Grantee wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement Instrument, the Grantor shall be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantor from the Grantee as a debt, provided that in no circumstances shall the Grantor interfere with the Works in any way whatsoever. Where the Grantor considers it reasonable in the circumstances, prior to remedying the breach, the Grantor will give notice of the breach to the Grantee and allow the Grantee a reasonable period to remedy the breach.

7. Health and safety

7.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Land at the request of the Grantee.

7.2 In designing and Constructing any Works, the Grantee will take all practicable steps to mitigate any hazards associated with the Works that may harm persons on the Land.

7.3 The Grantor will comply with all obligations imposed on the Grantor at law as owner of the Land relating to the health and safety of persons on the Land.

7.4 The Grantee will comply with any reasonable obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons on the Land.

8. Ownership

8.1 The Works and Vehicles or any other property of the Grantee will not, for any reason, become the property of the Grantor and will at all times remain the property of the Grantee, except in relation to any Works which the Grantee and the Grantor have agreed are to become the property of the Grantor.

8.2 The Grantee may transfer, assign, sublet, lease or licence all, but not part, of its rights created by this Easement Instrument provided that the assignee, sublessee, transferee, lessee or licensee is financially solvent and has the financial resources to meet the Grantee's commitments under this Easement Instrument.

9. No power to terminate

9.1 There is no power in this Easement Instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement Instrument or for any reason, it being the intention of the parties that the rights in this Easement instrument will continue forever unless surrendered.

10. Indemnity

10.1 During the term of this Easement Instrument, the Grantee will indemnify and keep indemnified the Grantor against all claims, proceedings, losses, damages, costs or other liabilities of any nature for which the Grantor may become liable, caused by any act or omission of the Grantee on the Land or on land adjoining the Land, whether permitted by this Easement Instrument or not, to the extent that the Grantor has not caused or contributed to the event and in the case of losses or damages, where such losses or damages have not been remedied by the Grantee under clause 2.1 or otherwise compensated for under the terms of this Easement Instrument.

11. Compliance with laws

11.1 Both parties will at all times comply with all statutes, bylaws, regulations and legally binding codes of practice and other lawful requirements relating to this Easement Instrument, the Land and the Works which place an obligation on the relevant party and with all notices, orders, consents, conditions or requirements which may be validly given or required by any competent authority.

12. Dispute resolution

12.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations contained within this Easement Instrument, the parties will enter into negotiations in good faith to resolve the dispute themselves or through any

informal dispute process they agree upon.

12.2 If the dispute is not resolved within 10 Working Days then any party may at any time serve a mediation notice on the other party requiring the dispute be referred to mediation. The mediation notice shall set out the nature of the dispute. The parties shall in good faith endeavour to agree upon a mediator within 5 Working Days of the date of service of the mediation notice. If the parties cannot agree on the mediator, the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent mediator. The mediator's costs are to be borne equally by the parties.

12.3 If the dispute is not resolved within 20 Working Days of the date on which the mediation notice is served, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent arbitrator.

12.4 Any arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

13. Severability

13.1 If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument.

14. Governing law

14.1 This Easement Instrument shall be construed in accordance with New Zealand law.

15. No waiver

15.1 A waiver of any provision of this Easement Instrument shall not be effective unless given in writing and then it shall be effective only to the extent that it is expressly stated to be given.

15.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

16. Definitions

16.1 In this Easement Instrument unless the context requires otherwise:

16.1.1 "Construct" means to build, construct, erect, install or lay the Works, access tracks, roads, gates and/or fences contemplated by this Easement Instrument and includes anything that is reasonably necessary to give full effect to this Easement Instrument including removing soil and water from the Easement Area subject always to the provisions of clause 2.7 of this Easement Instrument;

- 16.1.2 "Easement Area" means that part of the Land shown in Schedule A of this Easement Instrument;
- 16.1.3 "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;
- 16.1.4 "Entry Notice" means the notice to be given pursuant to clause 5.1 of this Easement Instrument;
- 16.1.5 "Equipment" means cables, lines, wires, cranes, drilling rigs, Vehicles, plant, tools and machinery and all material and items required for the purpose of exercising any of the rights under this Easement Instrument;
- 16.1.6 "Land" means the Servient Tenement identified in Schedule A of this Easement Instrument;
- 16.1.7 "Temporary Period" or "Temporary Periods" means such period or periods of time as are reasonable for the sole purpose or purposes of the Grantee occupying such part or parts of the Land as it requires for the purposes set out in clauses 1.1.1 through 1.1.9 and as detailed in the Entry Notice;
- 16.1.8 "Vehicles" means four wheel drives, motorbikes, cars and trucks, tractors, trailers, graders, pile drivers, drilling rigs, cranes, helicopters, aircraft, excavation and earthmoving equipment, whether wheeled or tracked;
- 16.1.9 "Working Day" means any day of the week other than:
- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Northland Anniversary Day and Labour Day; and
 - (b) A day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.
- 16.1.10 "Works" means electrical and telecommunications works and computer media and includes all or any part of any cables (including fibre optic cables), wires, earthwires, conductors, poles, pole structures, insulators, foundations, tunnels, buildings, repeaters, pipes, bridges, ground stays, supports, casings, devices, appliances, antennae, metering devices and other apparatus, structures, fixtures and Equipment as are reasonably necessary to give effect to the Grantee's rights under this Easement Instrument to install and operate an electricity transmission network.

17. Interpretation

17.1 In this Easement Instrument, unless inconsistent with the context:

17.1.1 singular includes plural and vice versa;

- 17.1.2 references to "persons" includes references to companies, corporations, partnerships, joint ventures, associations, trusts, government departments or agencies and territorial local authorities;
- 17.1.3 references to the Grantor and Grantee include their subsidiary or related companies, their permitted assigns and, where appropriate, their employees, contractors, surveyors, invitees and inspectors;
- 17.1.4 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation or instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those to which reference is made;
- 17.1.5 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement Instrument.



SCHEDULE 4

(Deed of Covenant upon transfer or assignment or grant of an interest in the Land)



PARTIES

("the Owner")

("the Purchaser/Mortgagee")

TOP ENERGY LIMITED

("Top Energy")

BACKGROUND

- A. By an agreement to grant an easement and authorise the use of land for construction of electricity works dated 20., a copy of which is attached hereto ("the Agreement"), the Owner agreed to grant to Top Energy an easement in gross over the property described in the Agreement and legally described as Computer Register(s) NA..... ("the land") and to allow Top Energy to construct electricity works on the land.
- B. The Owner has agreed to sell the land to the Purchaser/grant a mortgage over the land in favour of the Mortgagee.
- C. Pursuant to the Agreement, the Owner is required to provide Top Energy with a deed of covenant from the Purchaser/Mortgagee.

BY THIS DEED the parties agree as follows:

1. Purchaser's covenant with Top Energy

- 1.1 With effect from the day of 20 , the Purchaser covenants with Top Energy that the Purchaser will:
 - (a) at all times be bound by and will observe and perform those covenants, terms and conditions expressed or implied in the Agreement which are to be observed and performed by the Owner under the Agreement;
 - (b) fulfil the Owner's obligations under the Agreement; and
 - (c) register a caveat in favour of Top Energy at the time it takes title to the land to record Top Energy's interest in the land pursuant to the Agreement, such caveat to be prepared and provided by Top Energy.

2. Mortgagee's covenant with Top Energy

- 2.1 With effect from the day of 20 , the Mortgagee covenants with Top Energy that the Mortgagee:



- (a) accepts and acknowledges the existence of the Agreement and Top Energy's rights expressed or implied in the Agreement;
- (b) will be bound by and will observe and perform those covenants, terms and conditions expressed or implied in the Agreement which are to be observed and performed by the Owner under the Agreement if the Mortgagee enters into possession of the land;
- (c) has no claim against any of Top Energy's improvements, electrical works, machinery or other property located on the land; and
- (d) will, if the Mortgagee exercises its power to sell the land, require the Purchaser of the land to enter into a deed of covenant with Top Energy in a similar form to that set out in the Agreement.

3. Costs

3.1 Top Energy will pay the costs of and incidental to the preparation and completion of this deed and the registration of any caveat.

SIGNED by

in the presence of:

SIGNED by

in the presence of:

SIGNED by TOP ENERGY
LIMITED in the presence of:



Appendix 4

Historic Consents and Approvals



FAR NORTH DISTRICT COUNCIL

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

Resource Consent Number: 2190552-RMACOM

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

Ross Guy

The activity to which this decision relates:

Decision A – Subdivision:

Subdivision consent creating 5 allotments in two stages.

Stage 1 creates Lot 2 – 2.79ha and Lot 5 – 134ha

Stage 2 creates Lot 1 – 2ha, Lot 3 – 2.76ha, Lot 4 – 2.07ha and Lot 5 - 127ha.

Decision B – Landuse:

As a result of implementing Stage 1 of the subdivision the new boundary lines result in the shed located on Proposed Lot 5 breaching the permitted setback from boundaries rule of the Rural Production Zone.

Subject Site Details

Address: 103 Copper Mine Road, Kaeo 0479

Legal Description: PT KAINGAPIWAI 2 NTH A BLKS V VI KAEO SD-TNA

Certificate of Title reference: NA-1151/71

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

Decision A – Subdivision

Stage 1 (Lots 2 and 5)

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Overall Plan Proposed Subdivision of Pt Kaingapiwai 2 North A" and "Stage 1 Proposed Subdivision of Pt Kaingapiwai 2 North A" dated 26/03/19 and attached to this consent with the Council's "Approved Stamp" affixed to them .

2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
 - (a) All easements in the memorandum to be duly granted or reserved.
 - (b) The area of bush located on Lot 5 recorded with the Department of Conservation as Protected Natural Area P04/032 as being subject to consent notice for the protection of flora and fauna.
3. Prior to the issuing of a certificate pursuant to Section 224(c) of the Act, the consent holder shall:
 - (a) Upgrade the existing entrance to lot 5 to provide an entrance which complies with the Councils Engineering Standard Drawings FNDC/S/6 and 6B, and section 3.3.17 of NZS4404:2004.
 - (b) Provide a formed and metalled access on ROW easement E to 3m finished metalled carriageway width. The formation shall consist of a minimum of 200mm of compacted hard fill plus GAP 30 or 40 running course and shall include water table drains and culverts as required to direct and control stormwater runoff.
 - (c) Secure all conditions below by way of consent notice issued under Section 221 of the Act, to be registered against the titles of the affected allotments. The costs of preparing, checking and executing the Notice shall be met by the applicant.
 - (i) It has not been a condition of consent of RC2190552 to reticulate electricity or telecommunications to the boundary of the lot. The lot owner is responsible for the provision of a power supply to operate the on-site aerobic wastewater treatment plant and any other device which requires electrical power to operate. (Lot 2)
 - (ii) In conjunction with the construction of any building that requires a wastewater disposal system the lot owner shall obtain a building consent and install the wastewater treatment and effluent disposal system as detailed in the report prepared by Guy Solutions and submitted with Resource Consent 2190552RMACOM as per condition 3(c).

If the owner wants to install a different system than that specified in the report by Guy Solutions then a new TP58 Report prepared by an approved TP58 writer will be required. (Lot 2)
 - (iii) Any habitable building shall have a roof water collection system with minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for firefighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council. (Lot 2).
 - (iv) The owner shall preserve the indigenous trees and bush on Lot 5 as described as the Protected Natural Area (P04/032) and shall not without prior written consent of the Council, and then only in strict compliance with any

conditions imposed by the Council, cut down, damage or destroy and such trees or bush or suffer or permit the cutting down, damaging or destruction of any such trees or bush. The owner shall not be deemed to be in breach of this prohibition if any such trees or bush shall die from natural causes not attributable to any act or default by or on behalf of the owner, for which the owner is responsible. (Lot 5)

- (v) No more than two dogs shall be introduced or kept on the lot at any time. Any dog must be micro-chipped and have a current kiwi aversion trained certification. Any dog must be within a dog-proof fenced area on the lot and be under effective control at all times when outside of the fenced area, e.g. on a lead. At night any dog must be kept inside or be tied up. Any cat is to be neutered, microchipped and kept inside at night.

Prior to the introduction or keeping of any dog on the lot, the occupier must provide to the Resource Consents Monitoring Officer of Far North District Council the following:

- i. A photograph of the dog;
- ii. Written confirmation that the dog has been microchipped
- iii. Written confirmation that the dog has current kiwi aversion training certification along with the expiry date for the certification.
- iv. For any dog a plan showing the extent to the dog proof fenced area.

(Lot 2)

Stage 2 (Lots 1, 3, 4 and 5)

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Overall Plan Proposed Subdivision of Pt Kaingapipiwai 2 North A" and "Stage 2 Proposed Subdivision of Pt Kaingapipiwai 2 North A" dated 26/03/19 and attached to this consent with the Council's "Approved Stamp" affixed to them.
2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
 - (a) All easements in the memorandum to be duly granted or reserved.
3. Prior to the approval of the survey plan pursuant to Section 223 of the Act, the consent holder shall:
 - (a) Provide a Survey Plan showing the land to vest in Council as road at the intersection of Copper Mine Road with Pupuke Road.
 - (b) Submit Plans and details of all works on Council Road and works are to vest in Council for the approval of Council prior to commencing construction of the road. Such works are to be designed in accordance with the Council's Engineering Standards and Guidelines: 2009 and NZS4404:2004. In particular the plans shall show:

- (i) The new Pupuke Road/Copper Mine Road intersection;
 - (ii) The extent of earthworks including earthwork volumes and cut and fill depths;
 - (iii) An erosion and sedimentation control plan including protection of the existing road culverts;
 - (iv) A typical cross section of the proposed road formation.
- (c) Following approval of the plans and selection of the contractor, provide to Council:
- (i) Details of the successful contractor;
 - (ii) Details of the planned date and duration of contract;
 - (iii) Details of Supervising engineer;
 - (iv) A traffic management plan.
4. Prior to the issuing of a certificate pursuant to Section 224(c) of the Act, the consent holder shall:
- a) Upon completion of the works detailed in Condition 3(b) above provide certification of the work from a chartered professional engineer that all work has been completed in accordance with the approved plans.
 - b) Provide evidence that a maintenance agreement has been entered in to with the contractor who is to maintain the work for a minimum period of 12 months. The minimum value of the bond is to be 10% of the construction cost.
 - c) Upgrade the access on ROW easements A, B and C to a 5m finished carriageway width to a point just past the entrance to proposed Lot 4 and provide passing bays on the balance of ROW easement A which comply with Rules 15.1.6C.1.3 of the Far North District Plan. The formation shall consist of a minimum of 200mm of compacted hard fill plus GAP 30 or 40 running course and shall include water table drains and culverts as required to direct and control stormwater runoff.
 - d) Provide a formed and metalled entrance to each lot which complies with Council's engineering standards FNDC/s/6&6B.
 - e) Secure all conditions below by way of consent notice issued under Section 221 of the Act, to be registered against the titles of the affected allotments. The costs of preparing, checking and executing the Notice shall be met by the applicant.
 - 1. It has not been a condition of consent of RC2190552 to reticulate electricity or telecommunications to the boundary of the lot. The lot owner is responsible for the provision of a power supply to operate the on-site aerobic wastewater treatment plant and any other device which requires electrical power to operate. (Lots 1, 3 & 4)
 - 2. In conjunction with the construction of any building that requires a wastewater disposal system the lot owner shall obtain a building consent and install the wastewater treatment and effluent disposal system as detailed in the report prepared by Guy Solutions and submitted with Resource Consent 2190552RMACOM as per condition 4(v).

If the owner wants to install a different system than that specified in the report by Guy Solutions then a new TP58 Report prepared by an approved TP58 writer will be required. (Lots 1, 3 and 4)

3. Any habitable building shall have a roof water collection system with minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for fire fighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council. (Lots 1, 3 and 4).
4. No more than two dogs shall be introduced or kept on the lot at any time. Any dog must be micro-chipped and have a current kiwi aversion trained certification. Any dog must be within a dog-proof fenced area on the lot and be under effective control at all times when outside of the fenced area, e.g. on a lead. At night any dog must be kept inside or be tied up. Any cat is to be neutered, microchipped and kept inside at night. (Lots 1, 3 and 4)
Note: This Consent Notice does not relate to the existing dogs on site currently, and will be put into effect once the existing dogs are no longer living and/or not kept on the lots.
5. Prior to the introduction or keeping of any dog on any of the lots, the occupier must provide to the Resource Consents Monitoring Officer of Far North District Council the following:
 - i. A photograph of the dog;
 - ii. Written confirmation that the dog has been microchipped
 - iii. Written confirmation that the dog has current kiwi aversion training certification along with the expiry date for the certification.
 - iv. For any dog a plan showing the extent to the dog proof fenced area.

(Lots 1, 3 and 4)

Decision B - Land Use

- 1) The land use component of this application shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey, referenced 8177 Section 92 Response, dated 7th June 2019 and attached to this consent with the Council's "Approved Stamp" affixed to it.

Advice Notes

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

Reasons for the Decision

1. The Council has determined (by way of an earlier report and resolution) that the adverse environmental effects associated with the proposed activity are no more than minor and that there are no affected persons or affected customary rights group or customary marine title group.
2. The application is for a Restricted Discretionary resource consent, as such under 104C only those matters over which council has restricted its discretion have been considered, these matters are:
 - a. Property Access
 - b. Natural and Other Hazards
 - c. Water Supply
 - d. Stormwater Disposal
 - e. Sanitary Sewage Disposal
 - f. Energy Supply
 - g. Telecommunications
 - h. Easements for any Purpose
 - i. Preservation of Heritage Resources, Vegetation, Fauna and Landscape, and land set aside for conservation purposes.
 - j. Access to reserves and waterways
 - k. Land use compatibility
 - l. Proximity to airports.
3. In accordance with an assessment under s104(1)(b) of the Act the proposal is consistent with the relevant statutory documents.
 - a) The Northland Regional Policy Statement 2018
 - b) Regional plans (including proposed)
 - c) New Zealand Coastal Policy Statement 2010
 - d) National Environmental Standards (Air/ NESCS/ Forestry)
4. No other non – statutory documents were considered relevant in making this decision.
5. **Part 2 Matters**

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

Approval

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

P.J. Killalea.

Pat Killalea, Principal Planner

Date: 27th June 2019.

Right of Objection

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

Lapsing Of Consent

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

The consent is given effect to; or

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



**FAR NORTH OPERATIVE DISTRICT PLAN
DECISION ON APPLICATION TO CHANGE CONDITIONS OF A RESOURCE CONSENT
(Section 127)**

Resource Consent Number: 2190552-RMAVAR/A

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

Ross Patrick Guy

The activity to which this decision relates:

To change the conditions of RC2190552-RMACOM, being a consent to Subdivide creating 5 allotments in two stages, including a breach of Setback from Boundaries in the Rural Production zone.

Subject Site Details

Address: 103 Copper Mine Road, Kaeo 0479
Legal Description: PT KAINGAPIPIWAI 2 NTH A BLKS V VI KAEO SD-TNA
Record of Title reference: NA-1151/71

The following changes are made to the consent conditions:

Stage 1

Condition 1 amended to read:

Stage 1 (Lots ~~2~~ 3 and 5)

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Overall Plan Proposed Subdivision of Pt Kaingapipiwai 2 North A" and "Stage 1 Proposed Subdivision of Pt Kaingapipiwai 2 North A" dated ~~26/03/19~~ 16/11/21 and attached to this consent with the Council's "Approved Stamp" affixed to them.

Condition 3(b) transfers to Stage 2

Condition 3(c) will become condition 3(b) and the consent notice conditions under this condition will be updated to read Lot 3.

Stage 2

Condition 1 amended to read:

Stage 2 (Lots 1, 3, 4 and 5)

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Overall Plan Proposed Subdivision of Pt Kaingapiwai 2 North A" and "Stage 2 Proposed Subdivision of Pt Kaingapiwai 2 North A" dated ~~26/03/19~~ 16/11/21 and attached to this consent with the Council's "Approved Stamp" affixed to them.

Condition 3(b) from Stage 1 transfers to Stage 2 and becomes condition 4(e).

Condition 4(e) will become condition 4(f) and the consent notice conditions under this condition will be updated to read Lot 3.

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

Decision A – Subdivision

Stage 1 (Lots 3 and 5)

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Overall Plan Proposed Subdivision of Pt Kaingapiwai 2 North A" and "Stage 1 Proposed Subdivision of Pt Kaingapiwai 2 North A" dated 16/11/21 and attached to this consent with the Council's "Approved Stamp" affixed to them.
2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
 - (a) All easements in the memorandum to be duly granted or reserved.
 - (b) The area of bush located on Lot 5 recorded with the Department of Conservation as Protected Natural Area P04/032 as being subject to consent notice for the protection of flora and fauna.
3. Prior to the issuing of a certificate pursuant to Section 224(c) of the Act, the consent holder shall:
 - (a) Upgrade the existing entrance to lot 5 to provide an entrance which complies with the Councils Engineering Standard Drawings FNDC/S/6 and 6B, and section 3.3.17 of NZS4404:2004.
 - (b) Secure all conditions below by way of consent notice issued under Section 221 of the Act, to be registered against the titles of the affected allotments. The costs of preparing, checking and executing the Notice shall be met by the applicant.
 1. It has not been a condition of consent of RC2190552 to reticulate electricity or telecommunications to the boundary of the lot. The lot owner is responsible for the provision of a power supply to operate the on-site aerobic wastewater treatment plant and any other device which requires electrical power to operate.

(Lot 3)
 2. In conjunction with the construction of any building that requires a wastewater disposal system the lot owner shall obtain a building consent

and install the wastewater treatment and effluent disposal system as detailed in the report prepared by Guy Solutions and submitted with Resource Consent 2190552-RMACOM.

If the owner wants to install a different system than that specified in the report by Guy Solutions, then a new TP58 Report prepared by an approved TP58 writer will be required.

(Lot 3)

3. Any habitable building shall have a roof water collection system with minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for firefighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised, they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council.

(Lot 3).

4. The owner shall preserve the indigenous trees and bush on Lot 5 as described as the Protected Natural Area (P04/032) and shall not without prior written consent of the Council, and then only in strict compliance with any conditions imposed by the Council, cut down, damage or destroy and such trees or bush or suffer or permit the cutting down, damaging or destruction of any such trees or bush. The owner shall not be deemed to be in breach of this prohibition if any such trees or bush shall die from natural causes not attributable to any act or default by or on behalf of the owner, for which the owner is responsible.

(Lot 5)

5. No more than two dogs shall be introduced or kept on the lot at any time. Any dog must be micro-chipped and have a current kiwi aversion trained certification. Any dog must be within a dog-proof fenced area on the lot and be under effective control at all times when outside of the fenced area, e.g. on a lead. At night any dog must be kept inside or be tied up. Any cat is to be neutered, microchipped and kept inside at night.

Prior to the introduction or keeping of any dog on the lot, the occupier must provide to the Resource Consents Monitoring Officer of Far North District council the following:

- i. A photograph of the dog.
- ii. Written confirmation that the dog has been microchipped.
- iii. Written confirmation that the dog has current kiwi aversion training certification along with the expiry date for the certification.
- iv. For any dog a plan showing the extent to the dog proof fenced area.

(Lot 3)

Stage 2 (Lots 1, 2, 4 and 5)

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced "Overall Plan Proposed Subdivision of Pt Kaingapiwai 2 North A" and "Stage 2 Proposed Subdivision of Pt Kaingapiwai 2 North A" dated 16/11/21 and attached to this consent with the Council's "Approved Stamp" affixed to them.

2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
 - (a) All easements in the memorandum to be duly granted or reserved.
3. Prior to the approval of the survey plan pursuant to Section 223 of the Act, the consent holder shall:
 - (a) Provide a Survey Plan showing the land to vest in Council as road at the intersection of Copper Mine Road with Pupuke Road.
 - (b) Submit Plans and details of all works on Council Road and works are to vest in Council for the approval of Council prior to commencing construction of the road. Such works are to be designed in accordance with the Councils Engineering Standards and Guidelines: 2009 and NZS4404:2004. In particular the plans shall show:
 - (i) The new Pupuke Road/Copper Mine Road intersection;
 - (ii) The extent of earthworks including earthwork volumes and cut and fill depths;
 - (iii) An erosion and sedimentation control plan including protection of the existing road culverts;
 - (iv) A typical cross section of the proposed road formation.
 - (c) Following approval of the plans and selection of the contractor, provide to Council:
 - (i) Details of the successful contractor;
 - (ii) Details of the planned date and duration of contract;
 - (iii) Details of Supervising engineer;
 - (iv) A traffic management plan.
4. Prior to the issuing of a certificate pursuant to Section 224(c) of the Act, the consent holder shall:
 - a) Upon completion of the works detailed in Condition 3(b) above provide certification of the work from a chartered professional engineer that all work has been completed in accordance with the approved plans.
 - b) Provide evidence that a maintenance agreement has been entered in to with the contractor who is to maintain the work for a minimum period of 12 months. The minimum value of the bond is to be 10% of the construction cost.
 - c) Upgrade the access on ROW easements A, B and C to a 5m finished carriageway width to a point just past the entrance to proposed Lot 4 and provide passing bays on the balance of ROW easement A which comply with Rules 15.1.6C.1.3 of the Far North District Plan. The formation shall consist of a minimum of 200mm of compacted hard fill plus GAP 30 or 40 running course and shall include water table drains and culverts as required to direct and control stormwater runoff.
 - d) Provide a formed and metalled entrance to each lot which complies with Council's engineering standards FNDC//6&6B.

- e) Provide a formed and metalled access on ROW easement E to 3m finished metalled carriageway width. The formation shall consist of a minimum of 200mm of compacted hard fill plus GAP 30 or 40 running course and shall include water table drains and culverts as required to direct and control stormwater runoff.
- f) Secure all conditions below by way of consent notice issued under Section 221 of the Act, to be registered against the titles of the affected allotments. The costs of preparing, checking and executing the Notice shall be met by the applicant.

- 1. It has not been a condition of consent of RC2190552 to reticulate electricity or telecommunications to the boundary of the lot. The lot owner is responsible for the provision of a power supply to operate the on-site aerobic wastewater treatment plant and any other device which requires electrical power to operate.

(Lots 1, 2 & 4)

- 2. In conjunction with the construction of any building that requires a wastewater disposal system the lot owner shall obtain a building consent and install the wastewater treatment and effluent disposal system as detailed in the report prepared by Guy Solutions and submitted with Resource Consent 2190552-RMACOM.

If the owner wants to install a different system than that specified in the report by Guy Solutions then a new TP58 Report prepared by an approved TP58 writer will be required.

(Lots 1, 2 and 4)

- 3. Any habitable building shall have a roof water collection system with minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for firefighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is utilised they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council.

(Lots 1, 2 and 4).

- 4. No more than two dogs shall be introduced or kept on the lot at any time. Any dog must be micro-chipped and have a current kiwi aversion trained certification. Any dog must be within a dog-proof fenced area on the lot and be under effective control at all times when outside of the fenced area, e.g. on a lead. At night any dog must be kept inside or be tied up. Any cat is to be neutered, microchipped and kept inside at night.

(Lots 1, 2 and 4)

Note: This Consent Notice does not relate to the existing dogs on site currently and will be put into effects once the existing dogs are no longer living and/or not kept on the lots.

- 5. Prior to the introduction or keeping of any dog on any of the lots, the occupier must provide to the Resource Consents Monitoring Officer of Far North District Council the following:
 - i. A photograph of the dog.
 - ii. Written confirmation that the dog has been microchipped.
 - iii. Written confirmation that the dog has current kiwi aversion training certification along with the expiry date for the certification.

- iv. For any dog a plan showing the extent to the dog proof fenced area.

(Lots 1, 2 and 4).

Decision B - Land Use

1. The land use component of this application shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey, referenced 8177 Section 92 Response, dated 7th June 2019 and attached to this consent with the Council's "Approved Stamp" affixed to it.

Advice Notes

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

Reasons for the Decision

1. The Council has determined (by way of an earlier report and resolution) that the adverse environmental effects associated with the proposed changes are no more than minor and that there are no affected persons or affected order holders.
2. There have been no changes to objectives and policies in the Operative District Plan since the original consent was issued, and the proposed changes being sought are considered to remain consistent with the existing objectives and policies in the Operative District Plan.

Relevant Regional planning provisions include:

- The Northland Regional Policy Statement 2016
- The Northland Regional Plan 2019

3. No other matters were considered relevant in making this decision
4. Part 2 Matters
The Council has taken into account the purpose & principles outlined in sections 5, 6, 7 & 8 of the Act. It is considered that granting this resource consent application for changes to consent conditions, achieves the purpose of the Act.
5. In summary it is considered that the proposed changes are consistent with the sustainable management purpose of the RMA.

Approval

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

A handwritten signature in blue ink that reads "P. Killalea".

Pat Killalea, Principal Planner

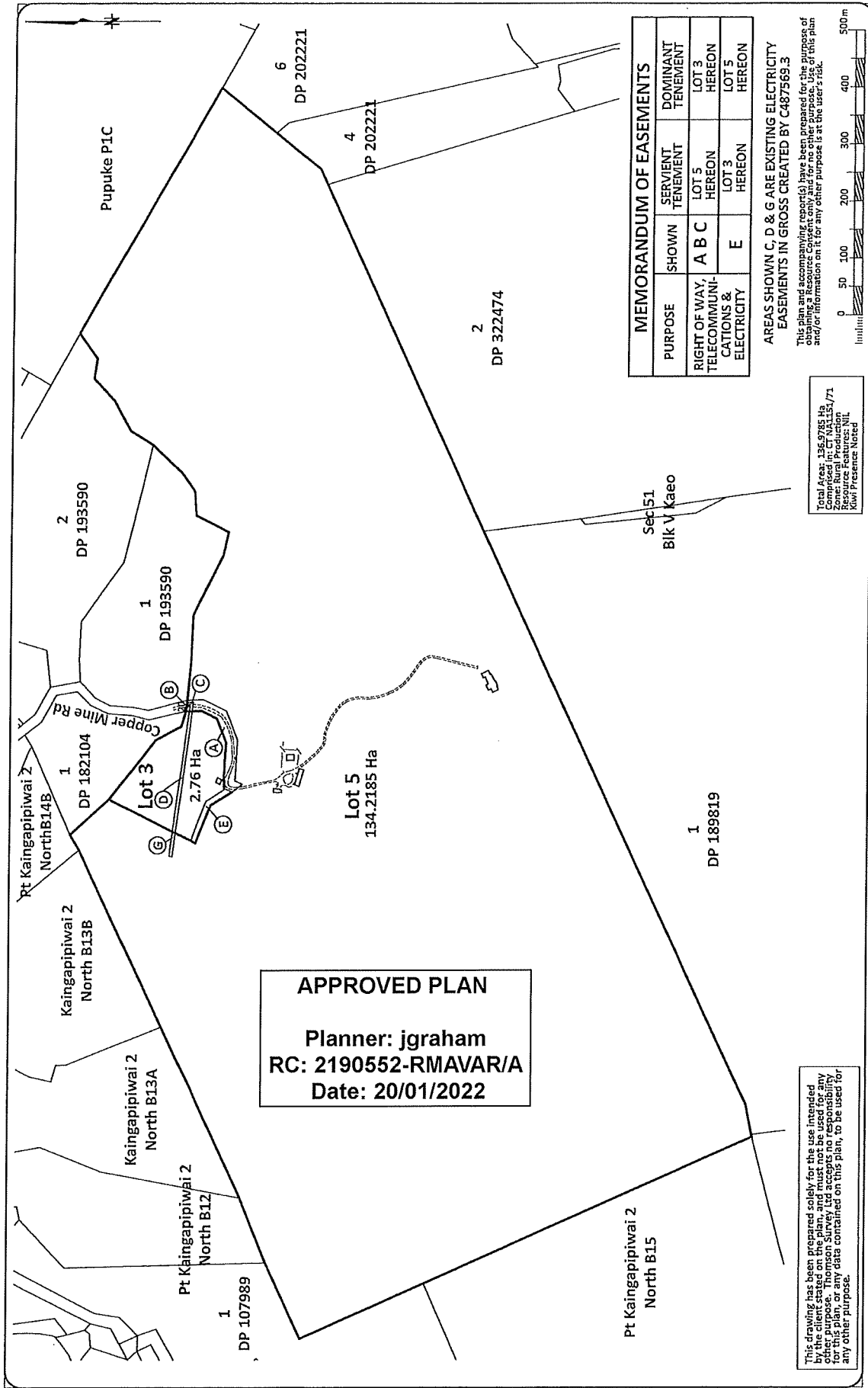
Date: 20th January 2022

Right of Objection

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

Lapsing of Consent

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



APPROVED PLAN

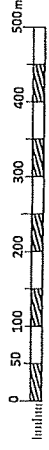
Planner: jgraham
 RC: 2190552-RMAVAR/A
 Date: 20/01/2022

MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNICATIONS & ELECTRICITY	A B C	LOT 5 HEREON	LOT 3 HEREON
	E	LOT 3 HEREON	LOT 5 HEREON

AREAS SHOWN C, D & G ARE EXISTING ELECTRICITY EASEMENTS IN GROSS CREATED BY C487569 3

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

Total Area: 136.9785 Ha
 Comprised of: CTNALLS1/71
 Resource Features: Nil
 Kiwi Presence Noted



Surveyors Ref. No: 8177
 Series: Sheet 1 of 3

Name	Date	ORIGINAL SCALE	SHEET SIZE
Survey			
Design	SH	1:6000	A3
Drawn	SH		
Approved	SH		
Rev	PJH	04.11.21	

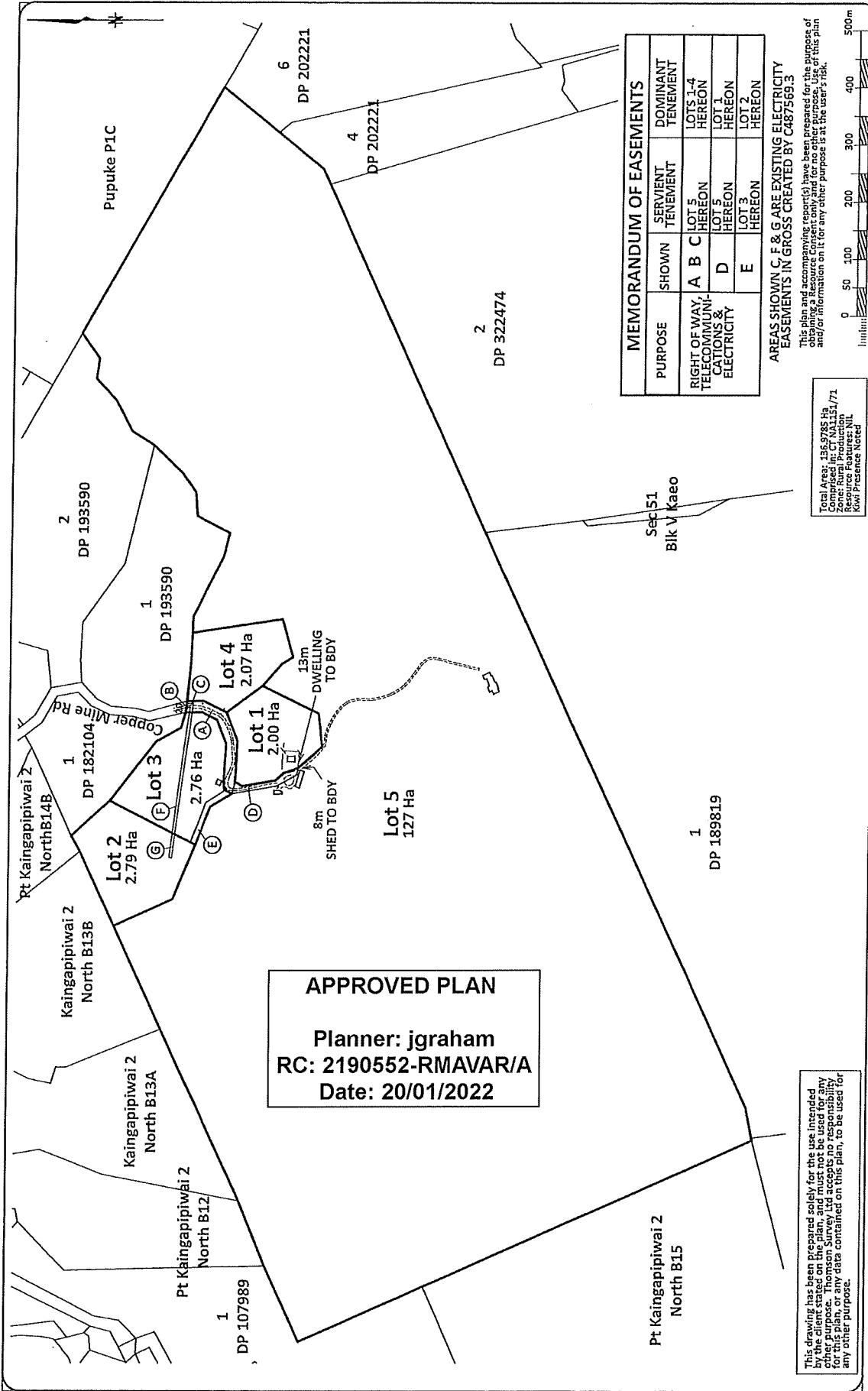
**STAGE 1
 PROPOSED SUBDIVISION OF
 PT KAINGAPIWAI 2 NORTH A**

PREPARED FOR: R. GUY

This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. Thomson Survey Ltd accepts no responsibility for the accuracy of any data contained on this plan, to be used for any other purpose.

THOMSON SURVEY
 Registered Land Surveyors, Planners & Land Development Consultants

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



APPROVED PLAN

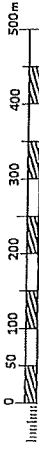
Planner: jgraham
 RC: 2190552-RMAVAR/A
 Date: 20/01/2022

MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNICATIONS & ELECTRICITY	A	LOT 5	LOTS 1-4
	B	HEREON	HEREON
	C	HEREON	LOT 1
	D	HEREON	HEREON
	E	LOT 3	LOT 2

AREAS SHOWN C, F, & G ARE EXISTING ELECTRICITY EASEMENTS IN GROSS CREATED BY C487569.3

This plan and accompanying report(s) have been prepared for the purpose of this plan only and should not be used for any other purpose without the consent of the planner and/or information on it for any other purpose is at the user's risk.

Total Area: 136.9785 Ha
 Comprised in: CT N41154/71
 One: Rural Production
 Reserve: 100%
 Kwi Presence Noted



Surveyors
 Ref. No:
8177
 Series
 Sheet 3 of 3

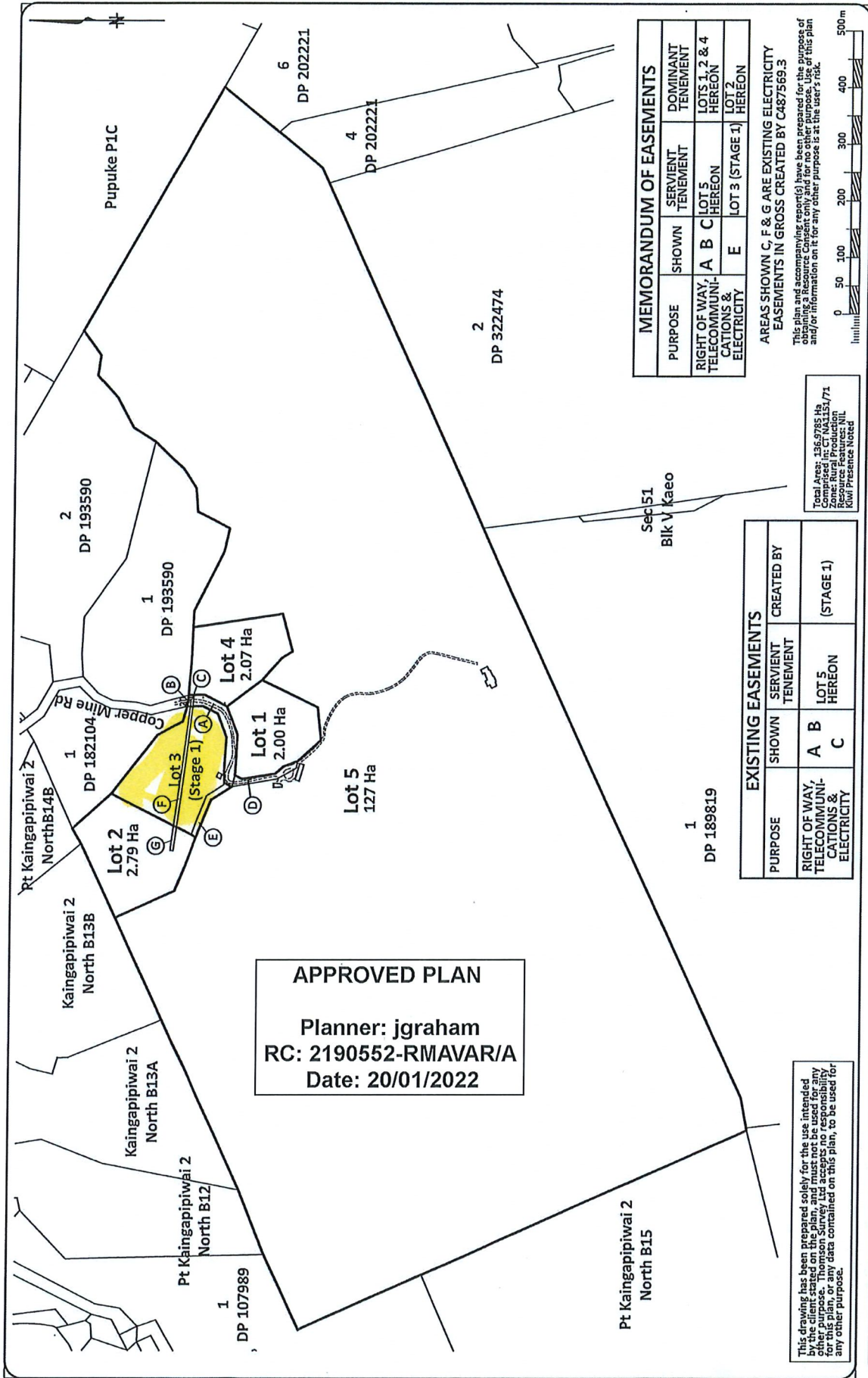
Survey	Name	Date	ORIGINAL
Design	SH	16-11-11	SCALE
Drawn	PIH	04-11-21	SHEET SIZE
Approved			1:6000
REV			A3

**OVERALL PLAN
 PROPOSED SUBDIVISION OF
 PT KAINGAPIWAI 2 NORTH A**

PREPARED FOR: R. GUY

This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. Thomson Survey Ltd accepts no responsibility for any errors or omissions in any data contained on this plan, to be used for any other purpose.

THOMSON SURVEY
 315 Kerikeri Rd
 P.O. Box 372, Kerikeri
 Email: kerikeri@survey.co.nz
 Ph: (09) 4077360 Fax: (09) 4077322
 Registered Land Surveyors, Planners & Land Development Consultants



APPROVED PLAN

Planner: jgraham
 RC: 2190552-RMAVAR/A
 Date: 20/01/2022

MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNICATIONS & ELECTRICITY	A B C	LOT 5 HEREOF	LOTS 1, 2 & 4 HEREOF
	E	LOT 3 (STAGE 1)	LOT 2 HEREOF

AREAS SHOWN C, F & G ARE EXISTING ELECTRICITY EASEMENTS IN GROSS CREATED BY C487569.3

This plan and associated reports (if any) have been prepared for the purposes of obtaining a Resource Consent, and the user of this plan and/or information on it for any other purpose is at the user's risk.



EXISTING EASEMENTS			CREATED BY	
PURPOSE	SHOWN	SERVIENT TENEMENT	(STAGE 1)	
RIGHT OF WAY, TELECOMMUNICATIONS & ELECTRICITY	A B C	LOT 5 HEREOF	(STAGE 1)	

Total Area: 136,9785 Ha
 Comprised in CT NA1154/71
 in accordance with Resource Regulations
 Kiwi Presence Noted

THOMSON SURVEY
 315 Kerikeri Rd
 P.O. Box 372 Kerikeri
 Email: kerikeri@survey.co.nz
 Ph: (09) 4077350 Fax: (09) 4077322
 Registered Land Surveyors, Planners & Land Development Consultants

Prepared for: R. GUY

**STAGE 2
 PROPOSED SUBDIVISION OF
 PT KAINGAPIWAI 2 NORTH A**

Survey	Name	Date	ORIGINAL
Design	SH	16-11-11	SCALE
Drawn	PIH	04-11-21	SHEET SIZE
Approved			1:6000
Rev			A3

Surveyors Ref. No:	8177
Series	8177 20211104 Scheme.rcd