

Application for resource consent or fast-track resource consent



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

1. Pre-Lodgement Meeting

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

Yes No

2. Type of consent being applied for

(more than one circle can be ticked):

- | | |
|--|---|
| <input type="radio"/> Land Use | <input type="radio"/> Discharge: Total volume = <input type="text" value=""/> m ³
<i>Note; volumes >3m³ requires NRC Consent.</i> |
| <input type="radio"/> Fast Track Land Use* | <input type="radio"/> Subdivision |
| <input type="radio"/> Change of Consent Notice (s.221(3)) | <input type="radio"/> Existing Use Certificate (s.139A) |
| <input type="radio"/> Certificate of Compliance (s.139) | <input type="radio"/> Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil) |
| <input type="radio"/> Extension of time (s.125) | |
| <input type="radio"/> Other (please specify) <input type="text" value=""/> | |

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

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

Yes No

4. Consultation

Have you consulted with iwi/Hapū? Yes No

If yes, which groups have you consulted with?

Who else have you consulted with?

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

8. Application site details

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

Name/s:

Site address/
location:

 Postcode

Legal description:

Val Number:

Certificate of title:

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

Site visit requirements:

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

Is there a dog on the property? Yes No

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

9. Description of the proposal

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

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

The proposal has been prepared in accordance with the following version of the FNDC Engineering Standards:

2009 2023

10. Would you like to request public notification?

Yes No

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

(more than one circle can be ticked):

Building Consent

Regional Council Consent (ref # if known)

National Environmental Standard Consent

Other (please specify)

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

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

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

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

Subdividing land

Disturbing, removing or sampling soil

Changing the use of a piece of land

Removing or replacing a fuel storage system

13. Natural hazards (National Policy Statement for Natural Hazards 2025)

Is the site subject to known or potential natural hazards (for example, flooding, coastal inundation, erosion, or unstable land), as contemplated by the National Policy Statement for Natural Hazards 2025? Yes No

If yes, please identify the relevant natural hazard(s) by ticking the applicable box(es) below:

Flooding

Active Faults

Landslips

Liquefaction

Coastal Erosion

Tsunami

Coastal Inundation

Please ensure all relevant technical reports are submitted with the application.

14. Assessment of environmental effects:

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

Your AEE is attached to this application Yes

15. Draft conditions:

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

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

16. Billing Details:

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

Name/s: (please write in full) Vern Patel

Email:

Phone number:

Postal address:

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

Fees Information

An instalment fee for processing this application is payable at the time of lodgement and must accompany your application in order for it to be lodged. Please note that if the instalment fee is insufficient to cover the actual and reasonable costs of work undertaken to process the application you will be required to pay any additional costs. Invoiced amounts are payable by the 20th of the month following invoice date. You may also be required to make additional payments if your application requires notification.

Declaration concerning Payment of Fees

I/we understand that the Council may charge me/us for all costs actually and reasonably incurred in processing this application. Subject to my/our rights under Sections 357B and 358 of the RMA, to object to any costs, I/we undertake to pay all and future processing costs incurred by the Council. Without limiting the Far North District Council's legal rights if any steps (including the use of debt collection agencies) are necessary to recover unpaid processing costs I/we agree to pay all costs of recovering those processing costs. If this application is made on behalf of a trust (private or family), a society (incorporated or unincorporated) or a company in signing this application I/we are binding the trust, society or company to pay all the above costs and guaranteeing to pay all the above costs in my/our personal capacity.

Name: (please write in full)

Vern Patel

Signature:

(signature of bill payer)

Date 06-May-2026

MANDATORY

17. Important Information:

Note to applicant

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

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

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

Fast-track application

Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the RMA.

Privacy Information:

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

18. Declaration

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

Name (please write in full)

Sharon Ndlovu

Signature

Date 06-May-2026

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

See overleaf for a checklist of your information...

Checklist of your information

Please tick if information is provided

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

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

Subdivision Consent Application

VERN PATEL

53 Tu Moana Close, Taipa

A topographic map with contour lines and a grid, rendered in white lines on a dark background, serving as a background for the bottom section of the page.

**reyburn
& bryant**

PLANNERS • SURVEYORS

Subdivision Consent Application

VERN PATEL

53 Tu Moana Close, Taipa

Report prepared for: Vern Patel
Author Sharon Ndlovu, *Planner*
Reviewed by:
Consent Authority: Far North District Council
Report reference: 18778
Report Status: Final
Date: April 2026

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Reyburn and Bryant
P.O. Box 191
Whangarei 0140
Telephone: (09) 438 3563

FORM 9

APPLICATION FOR RESOURCE CONSENT UNDER SECTION 88 OF THE RESOURCE MANAGEMENT ACT 1991

To: Far North District Council
Memorial Avenue
Private Bag 752
Kaikohe 0440

1. **Vern Patel** (the applicant) applies for subdivision consent to adjust the boundaries between two existing titles.
2. The location of the proposed activity is 53 Tu Moana Close, Taipa.
3. The legal descriptions and title references are Lot 3 DP 502279 (RT 751879) and Lot 1 DP 502279 (RT 751877).
4. The applicant is the owner of Lot 3 DP 502279. Heritage Trustee Company Limited and Yasmin Gertrud Moore are the owners of Lot 1 DP 502279.
5. There are no other activities that are part of the proposal to which this application relates.
6. No additional resource consents or statutory approvals are needed for the proposal to which this application relates that are not being applied for as part of this application.
7. We attach an assessment of effects on the environment that:
 - (a) includes the information required by clause 6 of Schedule 4 of the Resource Management Act 1991; and
 - (b) addresses the matters specified in clause 7 of Schedule 4 of the Resource Management Act 1991; and
 - (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

-
8. We attach an assessment of the proposed activity against the matters set out in Part 2 of the Resource Management Act 1991.
 9. We attach an assessment of the proposed activity against any relevant provisions of a document referred to in section 104(1)(b) of the Resource Management Act 1991, including information required by clause 2(2) of Schedule 4 of that Act.
 10. No other information is required to be included in the district or regional plan(s) or regulations.

.....
Signature of person authorised to sign on behalf of applicant

Sharon Ndlovu

6 May 2026

.....
Date

Address for service:

Reyburn and Bryant 1999 Ltd
PO Box 191, Whangarei

Telephone:

(09) 438 3563

Email:

sharon@reyburnandbryant.co.nz

Contact person:

Sharon Ndlovu

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ABBREVIATIONS

AEE	Assessment of Environmental Effects
FNDC	Far North District Council
FNDP	Far North District Plan
HAIL	Hazardous Activities and Industries List
NES-CS	National Environmental Standard – Contaminated Soils
NPS-HPL	National Policy Statement for Highly Productive Land
OFNDP	Operative Far North District Plan
PFNDP	Proposed Far North District Plan
RLZ	Rural Lifestyle Zone
CLZ	Coastal Living Zone

RMA Resource Management Act, 1991

1. INTRODUCTION

1.1 Report basis

This report has been prepared for Vern Patel in support of an application to adjust the boundaries between two existing titles at 53 Tu Moana Close, Taipa.

The application has been prepared in accordance with Section 88 and the Fourth Schedule of the Resource Management Act, 1991 (RMA). Section 88 of the RMA requires that resource consent applications be accompanied by an Assessment of Environmental Effects (AEE) in accordance with the Fourth Schedule.

This report also includes an analysis of the relevant provisions of the Far North District Plan (FNDP), Proposed Far North District Plan (PFNDP)¹, National Policy Statement for Natural Hazards (NPS-NH), and National Environment Standards for Contaminated Soils (NES-CS), which are pertinent to the assessment and decision required under Section 104 of the RMA.

1.2 Proposal summary

The applicant owns Lot 3 DP 502279 (1.0646 ha). Heritage Trustee Company Limited and Yasmin Gertrud Moore own Lot 1 DP 502279 (1.0902 ha). Both lots are located at 53 Tu Moana Close, Taipa, and each contains an existing, lawfully established residential unit.

The sites are zoned Coastal Living Zone (CLZ) under the Operative Far North District Plan (OFNDP) and Rural Lifestyle Zone (RLZ) under the Proposed Far North District Plan (PFNDP).

The proposal seeks consent to adjust the boundary between Lot 3 DP 502279 and Lot 1 DP 502279. The adjustment involves the transfer of approximately

¹ While none of the operative rules are relevant to this application, the rules under which the proposal would require consent and an assessment in the context of the relevant objectives and policies is provided in Section 5 of this report for completeness.

842m² of land from Lot 3 to Lot 1. The land to be transferred forms part of an irregular L-shaped section of Lot 1 and comprises grassed land with established vegetation. A pond is located on Lot 3, with a small portion of the pond currently extending into the L-shaped section of Lot 1.

Shown below **Figure 1** shows the irregular L-shaped section of Lot 1 (red and orange) and Lot 3 (yellow).



Figure 1: Irregular L shape (Source: FNDP Maps)

The purpose of the boundary adjustment is to rationalise the existing boundary configuration. Land ownership will more accurately reflect the physical layout and use of the sites, including the pond and surrounding vegetated area. No additional lots are proposed, and no changes to existing development, access, or servicing arrangements are proposed. A copy of the scheme plan is attached in **Appendix 1**.

The subdivision is a **non-complying activity** as both proposed lots are below the minimum 4ha lot size required for subdivision in the Coastal Living Zone.

1.3 Property details

Applicant	Vern Patel
Landowners	Vern Patel (RT 751879)

	Heritage Trustee Company Limited (RT 751877)
Site location	53 Tu Moana Close, Taipa
Legal descriptions and records of title	Lot 3 DP 502279 (RT 751879) Lot 1 DP 502279 (RT 751877)
Site area	1.0646 ha (RT 751879) 1.0902 ha (RT 751877)
District Plan	Far North District Plan
Operative District Plan Zone	Coastal Living Zone
Proposed District Plan Zone	Rural Lifestyle Zone
Proposed District Plan overlays	River Flood Hazard Zone (10, 50, 100 years) Coastal Flood Hazard Zone 0 (Current) Coastal Flood Hazard Zone 1 (50 years) Coastal Flood Hazard Zone 2 (100 years) Coastal Flood Hazard Zone 3 (100 years + Rapid SLRS)

Table 1: Property Details.

1.4 Relevant title memorials

Lot 3 DP 502279 is held in a single record of title, RT 751879. Lot 1 DP 502279 is also held in a single record of title, RT 751877. The two titles are subject to two Consent Notices and four Easement Instrument memorials.

Consent Notices

- **8987863.2**

The consent notice for Lots 1 and 3 DP 502279 requires any new dwelling to have a certified wastewater system and a large water tank for firefighting, with ongoing maintenance agreements. Owners must also arrange their own power and telecommunications and maintain fencing to protect the nearby stream.

These services are now existing.

- **10602039.2**

Lot 1 DP 502279 must install approved wastewater systems and provide water tanks for firefighting. Lots 2 and 3 DP 502279 are responsible for power and telecom services and must protect local kiwi habitat by managing pets and vegetation clearance.

These services are now existing.

Easement Instrument

- **10602039.3**

Easement area marked "A" on Lot 1 provides rights of way and rights to convey electricity and telecommunications in favour of Lots 2 and 3. Easement area marked "B" on Lot 2 provides rights to convey electricity in favour of Lot 3. Easement area marked "C" on Lot 2 provides right of way and rights to convey electricity and telecommunications in favour of Lot 3. The easements are unaffected by the proposal.

- **10602039.4**

This is an easement instrument in favour of Top Energy Limited. It is unaffected by this application.

- **10602039.5**

This is an easement instrument in favour of Chorus New Zealand Limited. It is unaffected by this application.

- **8987863.6**

Created the existing rights of way (and associated servicing easements) associated with Tu Moana Close. The easements are shown as A – H, K, and L on DP 445433. The subject sites are benefited sites – Lot 1 DP 502279 is also burdened. The easements are not affected by the proposal.

The titles and associated memorials are attached in **Appendix 2**.

1.5 Resource Consents sought

The proposal requires resource consent under the following rule from Chapter 13 'Subdivision' of FNDP:

- 13.8.5 'Subdivision in the Coastal Living and South Kerikeri Inlet Zones' – **restricted discretionary activity**. The proposal does not comply with the boundary adjustment rule as both proposed lots are under the controlled activity minimum lot size. However, it complies with the 8,000m² minimum lot size specified for restricted discretionary activities in Table 13.7.2.1 and with all other controlled activity standards.

1.6 Over approvals required

No other approvals are required to give effect to the proposal.

1.7 Processing requests

Prior to the release of any decision for this application, please forward the draft conditions to the agent for review and comment.

2. THE SITES AND SURROUNDING ENVIRONMENT

2.1 The sites

Location

The sites are located on Tu Moana Close, which is a private shared access off Oruru Road. The sites are shown in **Figure 2** below. Lot 3 DP 502279 is in yellow while Lot 1 DP 502279 is in red.



Figure 2: Location map (Source: FNDP).

Built development

The sites contain two existing, lawfully established residential units.

- Lot 3 DP 502279 contains an existing residential unit located toward the northeastern part of the site.
- Lot 1 DP 502279 contains an existing residential unit located toward the eastern part of the site, together with an associated shed.

The locations of the existing dwellings and associated structures are identified on the scheme plan.

Access

The sites are accessed from Tu Moana Close; a private access shared between five users:

- Lot 2 DP 445433; access passes through this lot.
- Lot 3 DP 445433; access passes through this lot.
- **Lot 1 DP 502279**; access passes through this lot.
- **Lot 3 DP 502279**; from that access, the lot has its own driveway.
- Lot 3 DP 502279; Access ends with this lot

The users of the shared access are identified in **Figure 3** below. The sites are in red.



Figure 3: The shared access (Source: Google Earth).

Topography

The subject land slopes gently down from the eastern and western boundary.

Ground cover and vegetation

Both lots are generally surrounded by trees and established vegetation, particularly along the shared boundary and toward the eastern parts of the sites. Lot 3 DP 502279 contains a pond located toward the southern part of the

site, which is shared with Lot 1 DP 502279 and Lot 3 DP 445433. Vegetation is shown above in **Figure 2**.

Flood Hazards

- The western portion of Lot 3 DP 502279 is subject to the Coastal Flood Hazard Zones 0 – 3 and the River Flood Hazard 10-year, 50-year, and 100-year flood overlays as identified on the Northland Regional Council hazard maps and in the PFNDP.

These hazard areas are located away from the existing residential dwelling and access arrangements on the site. The overlays are shown below in **Figure 4 and 5**.

Lot 1 DP 502279 is not subject to any identified coastal flood hazard overlays.

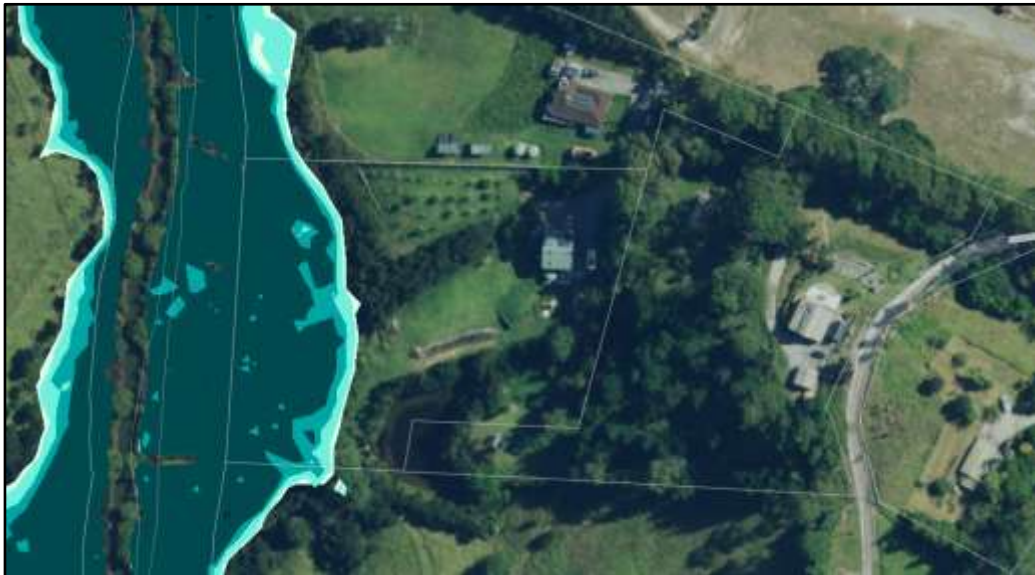


Figure 4: Coastal Hazard Overlay (Source: NRC Maps).

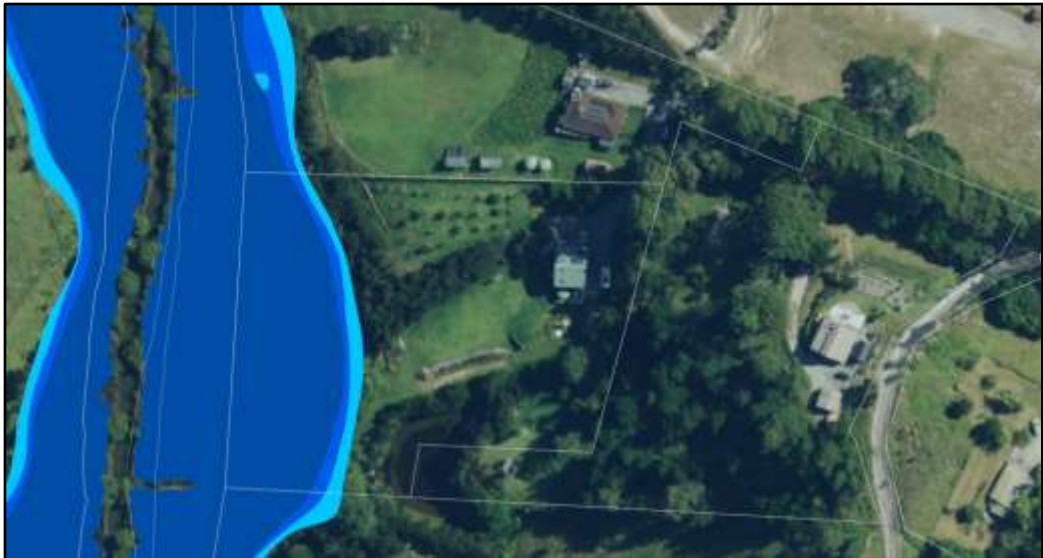


Figure 5: River Flooding Hazard Overlay (Source: NRC Maps).

2.2 Surrounding environment

The sites are located within the CLZ in the small settlement of Taipa, just south of Doubtless Bay in Northland. Adjoining the sites to the north and east (along Oruru Road) are other CLZ lots of a similar scale, generally ranging from approximately 1ha to 6ha. To the south and west of the sites, the surrounding environment is characterised by larger Rural Production Zone lots.

On the western side of Lot 3 DP 502279 is the Paranui River. Taipa Beach and local schools are located approximately 2 kilometres to the north. The surrounding pattern of development is illustrated in **Figure 6** below.

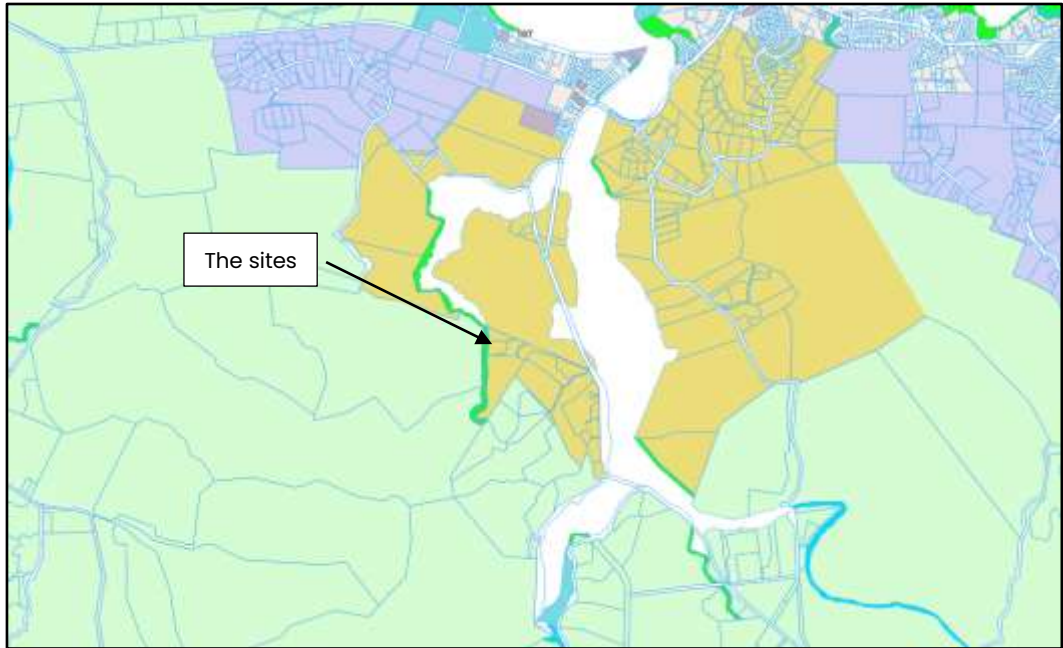


Figure 6: Development in the surrounding environment (Source: FNDP Maps).

3. THE PROPOSAL

3.1 General

The proposal is to adjust the boundaries between Lots 1 and 3 DP 502279.

The proposed lot configuration is shown on the scheme plan attached in **Appendix 1** and is summarised as follows:

Lot Number	Area	Comments
Lot 1	1.0060ha	Consists of land currently associated with Lot 1 DP 502279
Lot 2	1.1485ha	Consists of all land currently associated with Lot 3 DP 502279 and a small piece of land currently associated with Lot 1 DP 502279
Boundary adjustment area	842m ²	The boundary adjustment involves the transfer of 842m ² of land only and does not result in any additional lots or development rights.

Table 2. Proposed allotment details.

3.2 Site suitability

The proposed lots contain existing, fully serviced residential units. The boundaries have been located to ensure that the existing services are located with the respective boundaries of each lot.

3.3 Access

The proposed lots will retain the existing shared access arrangements (see **Figure 3** of this report). No changes or upgrades are proposed, and all access easements will remain unchanged.

3.4 Servicing

The proposed lots will retain the existing wastewater, stormwater, and water supply arrangements associated with the existing residential units. No changes or upgrades are proposed.

3.5 Electricity and telecommunications

The proposed lots have existing electricity and telecommunications connections, which will be retained. No changes or upgrades are proposed.

4. ASSESSMENT OF ENVIRONMENTAL EFFECTS

4.1 Existing environment

Section 104(1)(a) of the RMA requires a consideration of any actual and potential effects on the environment of allowing an activity. The existing environment has been described in Section 2 of this report. It includes the two existing titles (RT 751879 and RT 751877), each with its own residential unit. It also includes the curtilage areas of the existing residential units and their shared access.

4.2 Permitted baseline

Section 104(2) of the RMA allows a consent authority to disregard an adverse effect of an activity on the environment if a plan permits an activity with that effect. This is commonly referred to as the permitted baseline.

The OFNDP permits the construction of one residential unit per site or one per 4ha of site area in the CLZ. Each of the sites can therefore accommodate a single residential unit as a permitted activity.

4.3 Amenity effects

The proposed boundary adjustment will not result in any change to the existing built form, vegetation, access, or servicing arrangements on either site. Both lots already contain an existing, lawfully established residential unit and no additional development rights will be facilitated by the proposal. The pattern of development and site character will remain unchanged following the boundary adjustment.

As there will be no change to site characteristics or the surrounding environment, the proposal will have no adverse effects on amenity values or the established coastal living character of the area.

4.4 Access effects

Both lots will continue to use the existing shared access (see Section 3.3 of this report). No additional titles or additional users are proposed. Accordingly, the adverse effects associated with the access arrangements will be negligible.

4.5 Servicing effects

Both lots each have existing on-site wastewater, water supply and stormwater arrangements associated with the existing residential units. These arrangements will be retained for the proposed lots and will not be impacted by the minor boundary adjustment. Accordingly, any adverse effects associated with the servicing arrangements will be negligible.

4.6 Cultural effects

The boundary adjustment will reconfigure the existing titles only and will not involve any earthworks or physical disturbances of the land. There are no recorded archaeological sites or sites of cultural significance identified on this land. The proposal does not result in a net increase in the number of titles. Accordingly, the adverse cultural effects associated with the proposal will be negligible.

4.7 Natural hazard effects

While parts of Lot 2 are subject to coastal and river flooding overlays, it accommodates an existing residential unit and the minor boundary realignment will not facilitate any additional development potential.

The 842m² boundary adjustment area is also outside the mapped flood hazard overlays. Importantly, the boundary adjustment does not transfer hazard-affected land in a manner that would increase risk to either allotment, nor does it constrain future hazard avoidance or management responses.

As no physical works are proposed and no additional development is enabled, the boundary adjustment does not increase natural hazard exposure or risk.

4.8 Adverse effects conclusion

Overall, the adverse effects associated with this proposal will be less than minor relative to the existing environment and permitted baseline.

5. PLANNING ASSESSMENT

5.1 Overview

Section 104(1) of the RMA sets out the matters that a consent authority must, subject to Part 2, have regard to when considering resource consent applications.

For this application, the relevant documents that require consideration are the OFNDP, PFNDP, NPS-NH, and NES-CS. An assessment in the context of these documents is provided below.

An assessment of Part 2 matters under the RMA is also provided for completeness.

5.2 OFNDP objectives and policies assessment

Context

The objectives and policies of the OFNDP are zone specific. There are also other provisions that relate to district wide matters. Given the nature of this application, the assessment considers the objectives and policies in the Coastal Environment Chapter (Chapter 10), the Subdivision Chapter (Chapter 13), and the Transportation Chapter (Chapter 15).

Assessment

Coastal Environment – Chapter 10

The Coastal Environment chapter promotes the protection of coastal character and values. It also ensures that development is managed to avoid or minimise adverse effects. The proposed boundary adjustment maintains the existing environment and is consistent with this policy direction. It does not alter site use, increase development intensity, or introduce additional environmental risk.

Objective 10.3.1 To manage coastal areas in a manner that avoids adverse effects from subdivision, use and development. Where it is not practicable to avoid adverse effects from subdivision use or development, but it is appropriate for the development to proceed, adverse effects of subdivision use or development should be remedied or mitigated.

Objective 10.3.2 To preserve and, where appropriate in relation to other objectives, to restore, rehabilitate protect, or enhance:

- (a) the natural character of the coastline and coastal environment;
- (b) areas of significant indigenous vegetation and significant habitats of indigenous fauna;
- (c) outstanding landscapes and natural features;
- (d) the open space and amenity values of the coastal environment;
- (e) water quality and soil conservation (insofar as it is within the jurisdiction of the Council).

Objective 10.3.3 To engage effectively with Māori to ensure that their relationship with their culture and traditions and taonga is identified, recognised, and provided for.

The boundary adjustment does not result in any physical works, changes to land use, or increased development intensity. Therefore, the proposal avoids adverse effects associated with subdivision and development. The existing natural character, vegetation, amenity values, and environmental features of the coastal environment are retained. There are no effects on water quality or soil conservation.

As the proposal maintains the existing developed footprint and does not alter access or servicing arrangements, coastal values are not compromised. The proposal also does not affect sites of cultural significance or alter existing land use patterns. As a result, it appropriately recognises and provides for Māori values in a manner consistent with the objectives of the chapter.

Policy 10.4.1 That the Council only allows appropriate subdivision, use and development in the coastal environment. Appropriate subdivision, use and development is that where the activity generally:

- (a) recognises and provides for those features and elements that contribute to the natural character of an area that may require preservation, restoration or enhancement; and
- (b) is in a location and of a scale and design that minimises adverse effects on the natural character of the coastal environment; and
- (c) has adequate services provided in a manner that minimises adverse effects on the coastal environment and does not adversely affect the safety and efficiency of the roading network; and
- (d) avoids, as far as is practicable, adverse effects which are more than minor on heritage features, outstanding landscapes, cultural values, significant indigenous vegetation and significant habitats

of indigenous fauna, amenity values of public land and waters and the natural functions and systems of the coastal environment; and

(e) promotes the protection, and where appropriate restoration and enhancement, of areas of significant indigenous vegetation and significant habitats of indigenous fauna; and

(f) recognises and provides for the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu and other taonga; and

(g) where appropriate, provides for and, where possible, enhances public access to and along the coastal marine area; and

(h) gives effect to the New Zealand Coastal Policy Statement and the Regional Policy Statement for Northland.

The proposal is consistent with Policy 10.4.1 as it represents a low-impact boundary adjustment that maintains the existing coastal environment. No physical works or increased development are proposed, existing servicing and access arrangements are retained, and there are no adverse effects on coastal character, amenity values, cultural values, or public access.

Subdivision – Chapter 13

The Subdivision chapter provides for subdivision and boundary adjustments in a manner that is consistent with zone purposes and promotes sustainable management.

Objective 13.3.1 To provide for the subdivision of land in such a way as will be consistent with the purpose of the various zones in the Plan, and will promote the sustainable management of the natural and physical resources of the District, including airports and roads and the social, economic and cultural well being of people and communities.

Objective 13.3.2 To ensure that subdivision of land is appropriate and is carried out in a manner that does not compromise the life-supporting capacity of air, water, soil or ecosystems, and that any actual or potential adverse effects on the environment which result directly from subdivision, including reverse sensitivity effects and the creation or acceleration of natural hazards, are avoided, remedied or mitigated.

Objective 13.3.3 To ensure that the subdivision of land does not jeopardise the protection of outstanding landscapes or natural features in the coastal environment.

The proposal involves a minor boundary adjustment that will maintain the existing pattern of development. No new lots will be introduced. The adjustment is consistent with the purpose of the CLZ. It promotes the sustainable management of natural and physical resources by retaining existing land use, access, and servicing arrangements.

No physical works or additional development are proposed, and there are no adverse effects on the life-supporting capacity of air, water, soil, or ecosystems. Natural hazards have been considered and the proposal does not increase exposure to risk.

Policy 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.

Policy 13.4.3 That natural and other hazards be taken into account in the design and location of any subdivision.

The proposal is consistent with Policies 13.4.1 and 13.4.3 as it involves a boundary adjustment only and maintains the existing pattern of development. The adjusted lots are appropriately sized to contain the existing residential units, vegetation, access, and servicing arrangements, with no change to existing land use or amenity.

The boundary adjustment does not relocate existing or facilitate new development in hazard-prone areas, does not increase the intensity of land use, and does not transfer hazard-affected land in a manner that would increase risk.

The proposal therefore appropriately takes natural hazards into account without increasing exposure or consequence.

Transportation – Chapter 15

The Transportation chapter seeks to ensure safe and efficient access and movement while minimising adverse traffic effects.

This proposal involves a boundary adjustment only and does not alter existing access arrangements or generate additional traffic or parking demand. No changes to access points or infrastructure are proposed, and the proposal aligns with the chapter's intent for low-impact development.

Objective 15.1.3.1 To minimise the adverse effects of traffic on the natural and physical environment

No additional vehicle movements are generated, and no changes to access points or infrastructure are proposed. Accordingly, the proposal will not result in any adverse effects of traffic on the natural or physical environment.

Conclusion

The assessment provided above confirms that the proposed subdivision is not contrary to the policy direction of the OFNDP.

5.3 PFNDP objectives and policies assessment

Context

The PFNDP was publicly notified on 27 July 2022, with submissions closing on 21 October 2022 and further submissions closing on 4 September 2023. Hearings have been completed, and the hearings panel is preparing its recommendations, with Council decisions anticipated in May 2026. Pursuant to section 86B(1)(c) of the RMA, the rules of the Proposed Plan do not yet have legal effect, except where specifically identified.

Nevertheless, an assessment to determine the activity status that this proposal would have under the PFNDP provisions has been made in the rule assessment attached at **Appendix 3**. Overall, the proposal would require consent as a **restricted discretionary activity**.

While none of the relevant rules have legal effect, the objectives and policies are a relevant consideration under s104(1)(b)(vi) of the RMA.

Weighting

The Proposed Far North District Plan has progressed through hearings, with Council decisions anticipated in May 2026. As the rules do not yet have legal effect, limited weight is applied to the Proposed Plan. An assessment of the relevant objectives and policies is nevertheless provided for completeness.

Assessment

Rural Lifestyle Chapter

The Rural Lifestyle chapter provides for low-density residential living while maintaining rural character, open space, and amenity values. It seeks to manage subdivision and land use in a way that avoids adverse effects on rural environments and adjacent Rural Production areas.

RLZ-O3 The role, function and predominant character and amenity of the Rural Lifestyle zone is not compromised by incompatible activities.

The proposal does not introduce any new activities or development. Existing land use, density, and servicing arrangements are retained, and the rural lifestyle character and amenity of the zone are maintained. The adjustment does not give rise to incompatible activities or compromise the role and function of the Rural Lifestyle Zone.

RLZ-PI Enable activities that will not compromise the role, function and predominant character and amenity of the Rural Lifestyle zone, while ensuring their design, scale and intensity is appropriate to manage adverse effects in the zone, including:

- a. low density residential activities;
- b. small scale farming activities;
- c. home business activities;
- d. visitor accommodation; and
- e. small scale education facilities.

RLZ-P4 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. consistency with the scale and character of the rural lifestyle environment;
- b. location, scale and design of buildings or structures;
- c. 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;
- d. the capacity of the site to cater for on-site infrastructure associated with the proposed activity;
- e. the adequacy of roading infrastructure to service the proposed activity;
- f. managing natural hazards;
- g. any adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity; and
- h. any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

The proposal involves a boundary adjustment only and does not introduce any new activities or development. Existing land use, density, access, and servicing arrangements are retained, and the scale and character of the rural lifestyle environment remain unchanged.

No adverse effects arise in relation to infrastructure, roading, natural hazards, heritage, cultural values, or adjoining sites. The proposal does not give rise to conflicts at zone interfaces.

Subdivision Chapter

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.

The proposal maintains the existing pattern of development, contributes to the established character of the area, and avoids reverse sensitivity effects or changes to existing land use patterns. No additional development is enabled, natural hazard risk is not increased, and there are no adverse effects on the environment.

SUB-P1 Enable boundary adjustments that:

- a. do not alter:
 - i. the degree of non compliance with District Plan rules and standards;
 - ii. the number and location of any access; and
 - iii. the number of certificates of title; and
- b. are in accordance with the minimum lot sizes of the zone and comply with access, infrastructure and esplanade provisions.

Both existing allotments are already non-complying in terms of minimum allotment size, and this non-compliance exists irrespective of the proposed boundary adjustment. While the degree of non-compliance associated with Lot 1 DP 502279 will increase, this will only be by 842m². This change will not facilitate any additional development rights and will not be visually perceivable.

Transport Chapter

TRAN-P8 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. the type and level of traffic anticipated;
- b. the location of high traffic generating activities and their relationship to existing roads and their status under the National Transport Network classification system, and adjacent properties;
- c. low impact design principles, including green spaces;
- d. safety requirements and improvements;

- e. the management of stormwater;
- f. any natural hazards;
- g. any cumulative effects arising from lawfully established activities in the surrounding environment;
- h. current and future connectivity including pathways and parking, and open space networks;
- i. any traffic assessment prepared by a suitably qualified and experienced transport professional;
- j. impacts on any State Highway or Limited Access Road; and
- k. any historical, spiritual or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

The proposal will not generate additional traffic, alter access arrangements, or create new parking or infrastructure demands. Existing access, servicing, and vehicle movements are retained. There are no adverse effects in relation to traffic safety, stormwater management, natural hazards, or cumulative transport effects.

Conclusion

The assessment provided above confirms the proposal is not contrary to the policy direction of the PFNDP.

5.4 National Environmental Standard – Soil Contamination 2011

Pursuant to section 104(1)(b)(i) of the RMA, the following considers the proposal in the context of the NES-CS.

Based on a review of the NRC 'selected land use sites' database and historical photographs, there is no evidence to suggest that the 'piece of land' has ever accommodated an activity on the Hazardous Activities and Industries List (HAIL).



Figure 7: Sites of HAIL (Source: NRC).

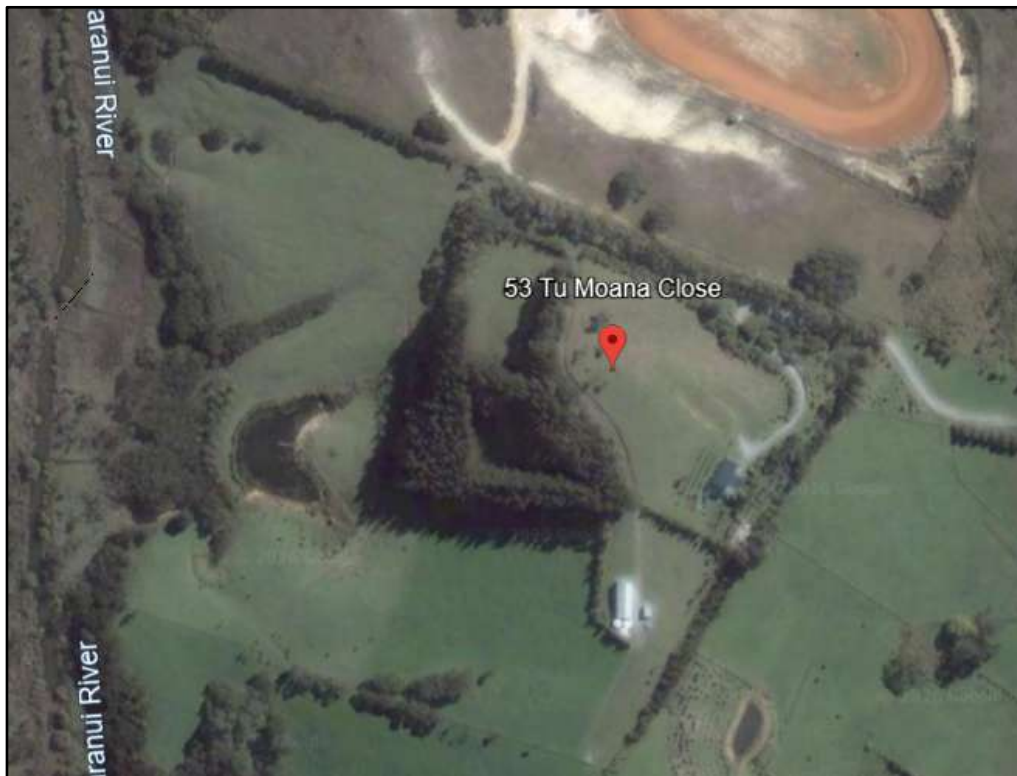


Figure 8: 2003 image of site (Source: Google Earth History).



Figure 9: 1944 image of site (Source: Retrolens)

Having regard to the above, the NES-CS is not relevant to this application. subdivision.

5.5 National Policy Statement for Natural Hazards

Pursuant to section 104(b)(iii) of the RMA, the following assesses the proposal in the context of the NPS-NH, which came into effect on 15 January 2026. The objective of the NPS-NH is to manage natural hazard risk to people and property using a risk based and proportionate approach, informed by the likelihood and consequences of hazard events and the best available information.

While part of Lot 3 DP 502279 is subject to mapped coastal and river flood hazard overlays, these areas are confined to the western portion of the site and are located well away from the existing residential dwelling. The area of land being transferred is not subject to any of these overlays. For these reasons, the proposal is consistent with the objective and policies of the NPS-NH.

5.6 Part 2 Assessment

An assessment of Part 2 matters is not required unless there are issues of invalidity, incomplete coverage, or uncertainty in the planning provisions.² None of these apply to the relevant FNDP provisions and an assessment under Part 2 of the RMA is not required. However, for completeness, the proposal accords with the purpose of the RMA for the following reasons:

1. The proposal has no impact on natural and physical resources.
2. The proposal is consistent with the existing amenity values and character associated with the sites and surrounding environment.
3. The proposal will not increase the risk associated with natural hazards.
4. There are no adverse effects on human health associated with the proposal.

The proposal does not offend any matters of national importance in Section 6, or any of the other matters set out in Section 7 and 8 of the RMA.

² *R J Davidson Family Trust the Marlborough District Council* [2018] NZCA 316

6. NOTIFICATION

Public Notification

The notification requirements under section 95A of the RMA have been considered. Public notification is not required as the applicant has not requested notification. The proposal does not trigger mandatory notification under section 95C, and it does not involve the exchange of recreation reserve land.

Notification is not precluded by the District Plan, and the proposal is not a controlled or boundary activity. As the assessment confirms that any adverse effects on the environment will be less than minor and there are no special circumstances.

Having regard to the above, the proposal can proceed without public notification.

Limited Notification

The requirements for limited notification under section 95B of the RMA have been considered in accordance with sections 95E to 95G. There are no affected protected customary rights groups or customary marine title groups, and the site is not subject to a statutory acknowledgement. No rules in the District Plan preclude limited notification, and the application is not for a controlled activity.

As outlined in Section 5 of this report, the proposal formalises an existing land use arrangement. It retains established access and servicing, and results in effects that are less than minor. Accordingly, there are no identifiable adversely affected parties.

Having regard to the above, the proposal can proceed without limited notification.

Notification conclusion

The application can proceed on a non-notified basis.

7. CONCLUSION

The proposal involves a boundary adjustment between Lot 1 DP 502279 and Lot 3 DP 502279 at 53 Tu Moana Close, Taipa. The proposal will rationalise an existing irregular allotment configuration.

No physical works are proposed, and existing residential development, access, servicing, and site characteristics will remain unchanged. The adjustment results in a more coherent allotment layout without increasing development potential or affecting the surrounding environment.

The environmental effects associated with the proposal have been assessed in Section 4 of this report and have been determined to be less than minor. Consequently, appropriate regard has been given to s104(1)(a) of the RMA.

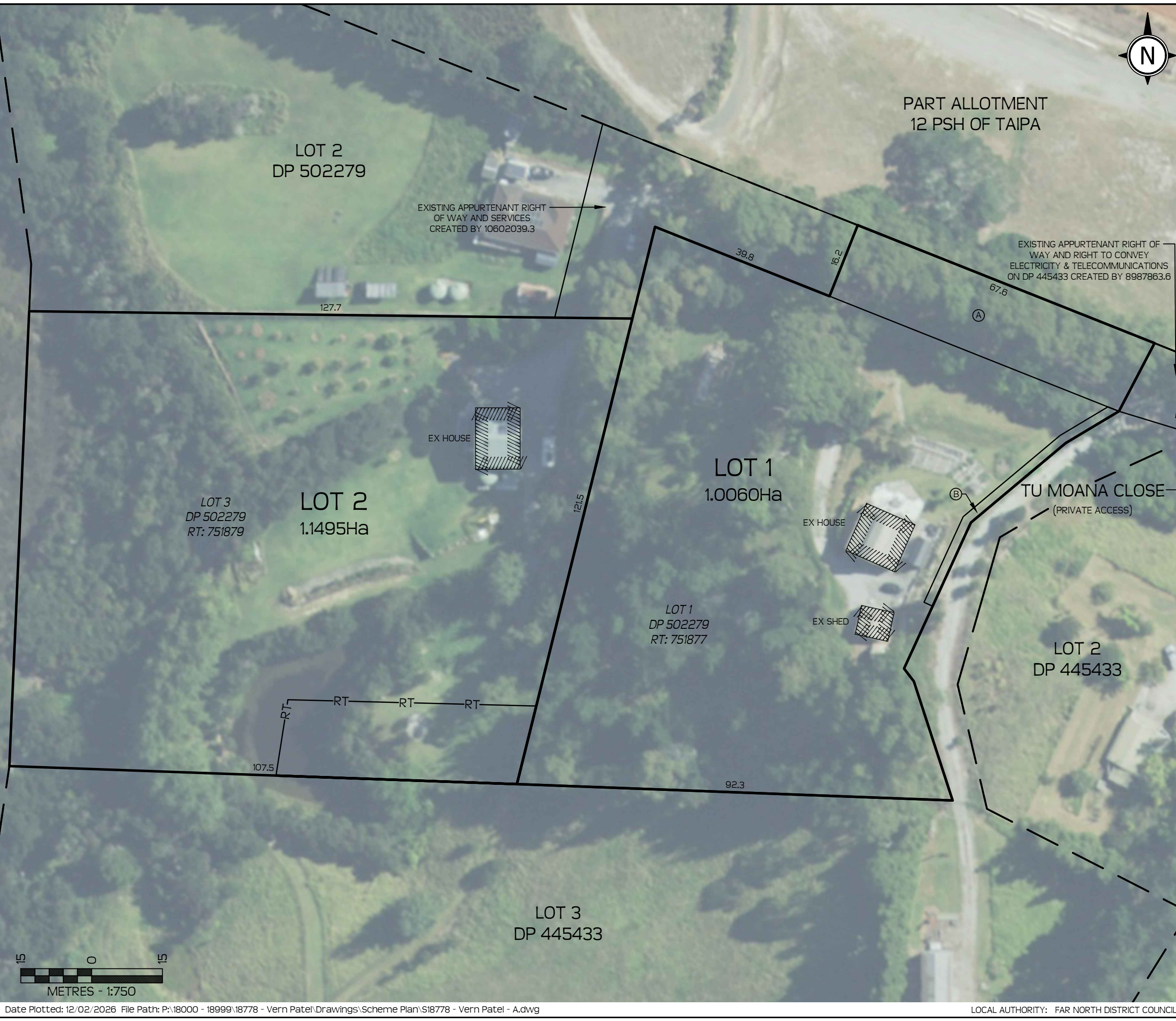
Section 5 of this report considers the proposal in the context of the relevant planning documents. Section 5.2 confirms that the proposal is consistent with the objectives and policies of the relevant chapters from the OFNDP, while Section 5.3 confirms that the proposal is consistent with the objectives and policies of the PFNDP. Section 5.4 confirms that the NES-CS is not relevant to this application, and Section 5.5 confirms that the proposal aligns with the policy intent of the NPS-NH. Accordingly, appropriate regard has been given to Sections 104(1)(b)(i), (iii), and (vi) of the RMA.

While recourse to Part 2 is not required, Section 5.6 of this report confirms that the proposal does not compromise the purpose or principles of the RMA.

Having regard to the relevant matters in Sections 104(1) and 104C of the RMA, the proposal can be approved subject to appropriate conditions of consent.

APPENDIX 1

SCHEME PLAN



PART ALLOTMENT
12 PSH OF TAIPA



- CAUTION:**
- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
 - AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
 - THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
 - DO NOT SCALE OFF DRAWINGS.
 - THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
 - DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND
 - 03rd 2023-2024 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
 - BOUNDARIES SOURCED FROM GRIP COORDINATES IN TERMS OF MOUNT EDEN 2000.

EXISTING EASEMENTS IN GROSS			
PURPOSE	SHOWN	BURDENED	GRANTEE / CREATED
RIGHT TO CONVEY ELECTRICITY	A & B	LOT 1 HEREON	TOP ENERGY Ltd #10602039.4
RIGHT TO CONVEY TELECOM & COMPUTER MEDIA	A		CHORUS NEW ZEALAND Ltd #10602039.5

EXISTING EASEMENT SCHEDULE			
PURPOSE	SHOWN	BURDENED	BENEFITED / CREATED
RIGHT OF WAY & RIGHT TO CONVEY ELECTRICITY & TELECOM	A	LOT 1 HEREON	10602039.3
RIGHT TO CONVEY ELECTRICITY	B		

TOTAL TITLE AREA: 2.1555Ha
 COMPRISED IN: RT 751877 & 751879 (ALL)
 THIS SITE IS ZONED 'COASTAL LIVING' (OPERATIVE) & 'RURAL LIFESTYLE' (PROPOSED) AND THE BUILDING SETBACKS ARE THUS: 10m FROM SITE BOUNDARIES. SEE DISTRICT PLAN FOR DETAILED SETBACK REQUIREMENTS

REV	DATE	DESCRIPTION
A	11.02.26	FIRST ISSUE - RS/KM

REF. DATA:

Ph: 09 438 3563 PO Box 191, Whangarei 0140
 7 Selwyn Ave, Whangarei www.reyburnandbryant.co.nz

CLIENT
VERN PATEL
 53 TU MOANA CLOSE, TAIPA

TITLE
**PROPOSED SUBDIVISION OF
 LOTS 1 & 3 DP 502279**

DATE	FEB 2026	SCALE	1:750 @A3
DRAWING REF.	S18778	SHEET	01 OF 01
REV	A		



PART ALLOTMENT
12 PSH OF TAIPA

CAUTION:

1. THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
2. AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
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8. 03m 2023-2024 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
9. BOUNDARIES SOURCED FROM GRIP COORDINATES IN TERMS OF MOUNT EDEN 2000.

LOT 2
DP 502279

EXISTING APPURTENANT RIGHT
OF WAY AND SERVICES
CREATED BY 10602039.3

EXISTING APPURTENANT RIGHT OF
WAY AND RIGHT TO CONVEY
ELECTRICITY & TELECOMMUNICATIONS
ON DP 445433 CREATED BY 8987863.6

EXISTING EASEMENTS IN GROSS

PURPOSE	SHOWN	BURDENED	GRANTEE / CREATED
RIGHT TO CONVEY ELECTRICITY	A & B	LOT 1 HEREON	TOP ENERGY Ltd #10602039.4
RIGHT TO CONVEY TELECOM & COMPUTER MEDIA	A		CHORUS NEW ZEALAND Ltd #10602039.5

EXISTING EASEMENT SCHEDULE

PURPOSE	SHOWN	BURDENED	BENEFITED / CREATED
RIGHT OF WAY & RIGHT TO CONVEY ELECTRICITY & TELECOM	A	LOT 1 HEREON	10602039.3
RIGHT TO CONVEY ELECTRICITY	B		

LOT 3
DP 502279
RT: 751879

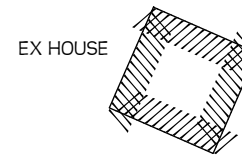
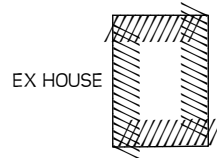
LOT 2
1.1495Ha

LOT 1
1.0060Ha

LOT 1
DP 502279
RT: 751877

LOT 2
DP 445433

LOT 3
DP 445433



(A)

(B)

TU MOANA CLOSE
(PRIVATE ACCESS)

TOTAL TITLE AREA: 2.1555Ha
COMPRISED IN: RT 751877 & 751879 (ALL)

THIS SITE IS ZONED 'COASTAL LIVING' (OPERATIVE) & 'RURAL LIFESTYLE' (PROPOSED) AND THE BUILDING SETBACKS ARE THUS: 10m FROM SITE BOUNDARIES. SEE DISTRICT PLAN FOR DETAILED SETBACK REQUIREMENTS

REV	DATE	DESCRIPTION
A	11.02.26	FIRST ISSUE - RS/KM

REF. DATA:



Ph: 09 438 3563 PO Box 191, Whangarei 0140
7 Selwyn Ave, Whangarei www.reyburnandbryant.co.nz

CLIENT

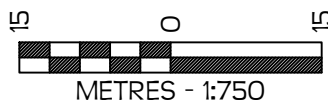
VERN PATEL
53 TU MOANA CLOSE, TAIPA

TITLE

PROPOSED SUBDIVISION OF
LOTS 1 & 3 DP 502279

DATE FEB 2026 SCALE 1:750 @A3

DRAWING REF. S18778	SHEET 01 OF 01	REV A
-------------------------------	-------------------	-----------------



METRES - 1:750

APPENDIX 2

RECORDS OF TITLE AND ASSOCIATED MEMORIALS



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




R.W. Muir
Registrar-General
of Land

Identifier 751877
Land Registration District North Auckland
Date Issued 18 November 2016

Prior References
560226

Estate Fee Simple
Area 1.0910 hectares more or less
Legal Description Lot 1 Deposited Plan 502279
Registered Owners
Yasmin Gertrud Moore and Heritage Trustee Company Limited

Interests

Subject to Section 168A Coal Mines Act 1925

Subject to Section 8 Mining Act 1971

8987863.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.3.2012 at 1:59 pm

Appurtenant hereto is a right of way and a right to convey electricity and telecommunications created by Easement Instrument 8987863.6 - 28.3.2012 at 1:59 pm

The easements created by Easement Instrument 8987863.6 are subject to Section 243 (a) Resource Management Act 1991

10602039.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.11.2016 at 11:23 am

Subject to a right of way and a right to convey telecommunications over part marked A and a right to convey electricity over parts marked A & B all on DP 502279 created by Easement Instrument 10602039.3 - 18.11.2016 at 11:23 am

The easements created by Easement Instrument 10602039.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over parts marked A & B on DP 502279 in favour of Top Energy Limited created by Easement Instrument 10602039.4 - 18.11.2016 at 11:23 am

Subject to a right (in gross) to convey telecommunications and computer media over part marked A on DP 502279 in favour of Chorus New Zealand Limited created by Easement Instrument 10602039.5 - 18.11.2016 at 11:23 am

11999461.3 Mortgage to ASB Bank Limited - 3.8.2021 at 3:00 pm



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




R.W. Muir
Registrar-General
of Land

Identifier **751879**
Land Registration District **North Auckland**
Date Issued 18 November 2016

Prior References
560226

Estate Fee Simple
Area 1.0645 hectares more or less
Legal Description Lot 3 Deposited Plan 502279
Registered Owners
Vern Michael Patel

Interests

Subject to Section 168A Coal Mines Act 1925

Subject to Section 8 Mining Act 1971

8987863.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.3.2012 at 1:59 pm

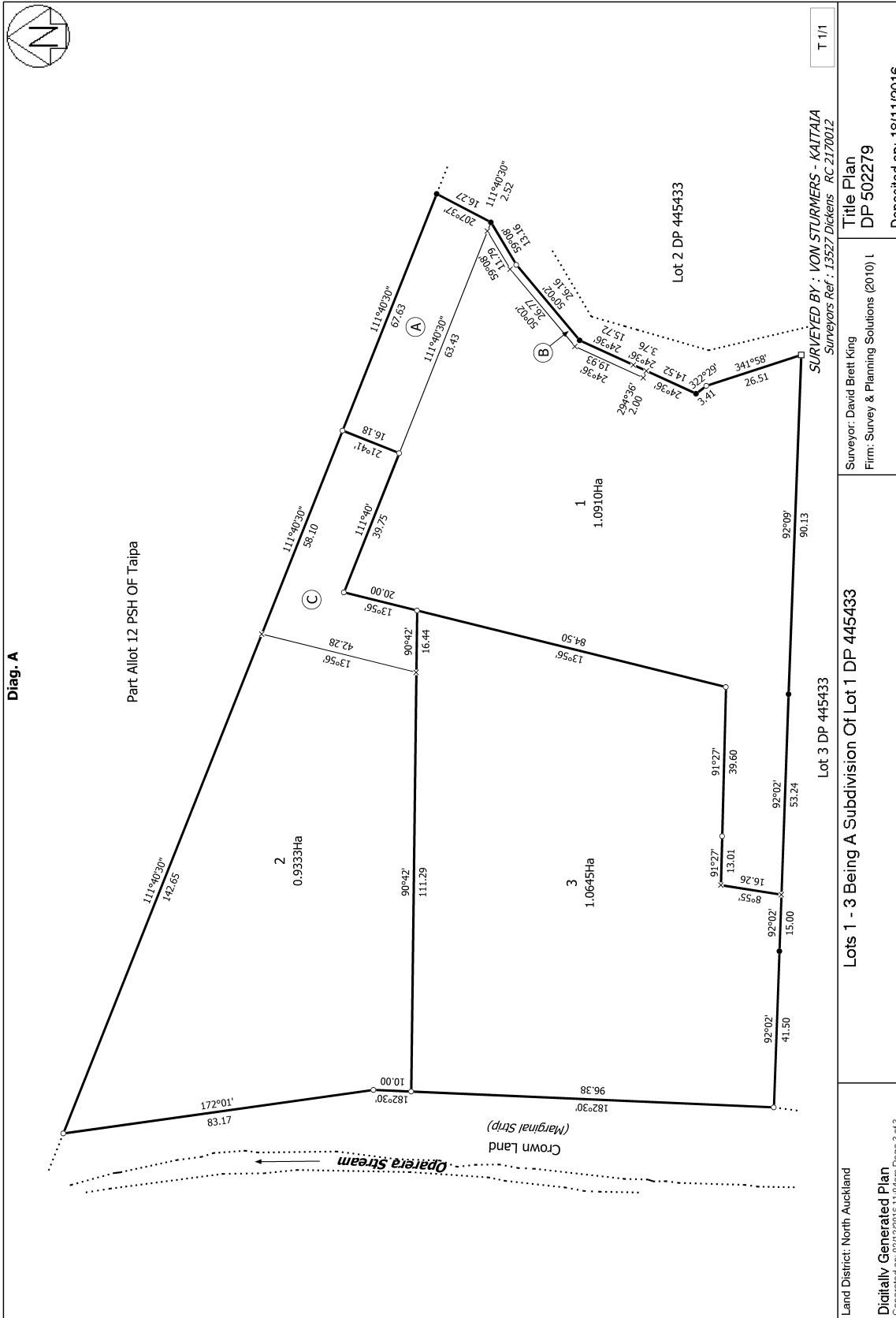
Appurtenant hereto is a right of way and a right to convey electricity and telecommunications created by Easement Instrument 8987863.6 - 28.3.2012 at 1:59 pm

The easements created by Easement Instrument 8987863.6 are subject to Section 243 (a) Resource Management Act 1991

10602039.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.11.2016 at 11:23 am

Appurtenant hereto is a right of way and a right to convey electricity and telecommunications created by Easement Instrument 10602039.3 - 18.11.2016 at 11:23 am

The easements created by Easement Instrument 10602039.3 are subject to Section 243 (a) Resource Management Act 1991



View Instrument Details



Instrument No 8987863.2
Status Registered
Date & Time Lodged 28 March 2012 13:59
Lodged By Kitchen, Carol Joy
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers **Land District**
NA78A/770 North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Clive Arthur Patterson as Territorial Authority Representative on 28/03/2012 01:45 PM

*** End of Report ***



Private Bag 752, Memorial Ave
Kaikohe 0400, New Zealand
Freephone: 0800 920 029
Phone: (09) 405 2750
Fax: (09) 401 2137
Email: ask.us@fndc.govt.nz
Website: www.fndc.govt.nz

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2110385
Being the Subdivision of Lot 1 DP 132681

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

SCHEDULE

Lots 1 and 3 – DP 445433

- (i) In conjunction with the erection of any dwelling requiring a wastewater disposal system the lot owner shall obtain a Building Consent and install the waste water treatment and effluent disposal system as detailed in the report prepared by Kaitaia Plumbing Limited.

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

The estimated cost of the installed system is \$ 12,790.00 + GST. The costing was valid at 29/11/2011.

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

- (ii) When a habitable building is built on the lot the building shall have a roof water collection system with a minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for fire fighting purposes and be 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 building can be fitted with a sprinkler system approved by Council.

- (iii) The supply of power and telecommunications is the responsibility of the lot owner.
- (iv) The lot owner shall maintain the 900 metres of three wire electric fence that was funded by the Northland Regional Council to ensure stock is excluded from the riparian area of Oparera Stream.

All Lots – DP 445433

- (v) The adjoining property contains a speedway track and will from time to time generate effects in relation to that activity.

SIGNED:



Mr Murray McDonald

By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
MANAGER – RESOURCE MANAGEMENT

DATED at KERIKERI this

31ST day of

January

2012.



View Instrument Details

Instrument No 8987863.6
Status Registered
Date & Time Lodged 28 March 2012 13:59
Lodged By Kitchen, Carol Joy
Instrument Type Easement Instrument



Affected Computer Registers	Land District
560226	North Auckland
560227	North Auckland
560228	North Auckland

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 7675491.2 has consented to this transaction and I hold that consent

Signature

Signed by Clive Arthur Patterson as Grantor Representative on 28/03/2012 01:51 PM

Grantee Certifications

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

Signature

Signed by Clive Arthur Patterson as Grantee Representative on 28/03/2012 01:51 PM

*** End of Report ***

Form B

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

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

Grantor**P.S DISTRIBUTORS LIMITED****Grantee****P.S DISTRIBUTORS LIMITED****Grant of Easement or *Profit à prendre* or Creation of Covenant**

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way Right to Convey Electricity Right to Convey Telecommunications	A, D E, F G, H on LT445433	Lot 2 DP 445433 CT 560227	Lots 1 & 3 DP 445433 CsT 560226 & 560228
	B on LT445433	Lot 3 DP 445433 CT 560228	Lot 1 DP 445433 CT 560226
Right to Convey Electricity	C, K on LT 445433	Lot 2 DP 445433 CT 560227	Lots 1 & 3 DP 445433 CsT 560226 & 560228
	L on LT 445433	Lot 3 DP 445433 CT 560228	Lot 1 DP 445433 CT 560226

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule _____]



View Instrument Details

Instrument No 10602039.3
Status Registered
Date & Time Lodged 18 November 2016 11:23
Lodged By Bockus, Denise Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
751877	North Auckland
751878	North Auckland
751879	North Auckland

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 9012962.2 has consented to this transaction and I hold that consent

Signature

Signed by David Robin Fountain as Grantor Representative on 17/11/2016 10:47 AM

Grantee Certifications

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

Signature

Signed by David Robin Fountain as Grantee Representative on 17/11/2016 10:48 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or profit a prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952



BARCODE

Grantor *Surname(s) must be underlined or in CAPITALS*

CAROL LEE DICKENS

Grantee

CAROL LEE DICKENS

Grant* of easement or profit a prendre or creation or 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) a prendre~~ set out in Schedule A, ~~or creates the covenant(s) set out in Schedule A~~, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

(Continue in additional Annexure Schedule if required)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way, Right to Convey Electricity and Right to Convey Telecommunications	Marked "A" on Deposited Plan 502279	Lot 1 on Deposited Plan 502279 in CT751877	Lots 2 & 3 DP502279 in CT751878 & CT751879
	Marked "C" on Deposited Plan 502279	Lot 2 on Deposited Plan 502279 in CT751878	Lot 3 DP502279 in CT751879
Right to Convey Electricity	Marked "B" on Deposited Plan 502279	Lot 1 on Deposited Plan 502279 in CT751877	Lots 2 & 3 DP502279 in CT751878 & CT751879

Easements or profits a pendre rights and powers (including terms, covenants, and conditions)

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

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

The implied rights and powers are [~~varied~~] [~~negative~~] [~~added to~~] or [~~substituted~~] by:
[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[~~the provisions set out in Annexure Schedule 2~~]

Covenant provisions

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

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

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

~~[Annexure Schedule 2]~~



View Instrument Details

Instrument No 10602039.4
Status Registered
Date & Time Lodged 18 November 2016 11:23
Lodged By Bockus, Denise Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
751877	North Auckland
751878	North Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 9012962.2 has consented to this transaction and I hold that consent

Signature

Signed by David Robin Fountain as Grantor Representative on 17/11/2016 10:48 AM

Grantee Certifications

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

Signature

Signed by David Robin Fountain as Grantee Representative on 17/11/2016 10:49 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or profit a prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS

Carol Lee DICKENS

Grantee

TOP ENERGY LIMITED

Grant* of easement or profit a prendre or creation or 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) a prendre* set out in Schedule A, **or creates the covenant(s) set out in Schedule A**, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

(Continue in additional Annexure Schedule if required)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Electricity	Marked "A" & "B" on Deposited Plan 502279	Lot 1 on Deposited Plan 502279 in CT751877	In gross
Right to Convey Electricity	Marked "C" on Deposited Plan 502279	Lot 2 on Deposited Plan 502279 in CT551878	In gross

Easements or profits a pendre rights and powers (including terms, covenants, and conditions)

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

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

The implied rights and powers are [~~varied~~] [~~negative~~] [~~added to~~] or [~~substituted~~] by:
[~~Memorandum number~~ _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule 2]

Covenant provisions

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

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

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

[Annexure Schedule 2]

Annexure Schedule

Page 3 of 6 pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

Annexure Schedule 2

1. Interpretation

1.1 In this instrument, unless the context otherwise requires:

- (a) "Easement Area" means that part of the Servient Land marked on Deposited Plan 502279 with the letters "A", "B" and "C";
- (b) "Servient Land" means the land owned by the Grantor and contained in Certificates of Title 751877 and 751878;
- (c) "Transmission Line" means wires or conductors of any other kind (including fibre optic or coaxial cables) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulators, towers, poles, ground stays, supporting structures, crossarms, foundations, casings, tubes, tunnels, minor fixtures and other items, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line; and also includes any buildings, towers or pole mounted transformers, fuses, fuse holders, automatic switches, voltage regulators, capacitors or other instruments, apparatus or devices used in association with a Transmission Line; and anything in replacement or substitution of any of the foregoing;
- (d) words importing the singular include the plural and vice versa; and
- (e) references to the Grantor and Grantee include their respective heirs, executors, administrators, successors and assigns.

2. Grant of electricity easement

2.1 The Grantor grants to the Grantee as an easement in gross an electricity supply easement over the Servient Land with the following rights and powers:

- (a) to convey, send, transmit and transport electricity and telecommunications signals, waves or impulses, without interruption or impediment and in any quantity by means of the Transmission Line;
- (b) to survey, investigate, lay, install and construct the Transmission Line on, over or under the Easement Area, at a depth or height and along a line determined by the Grantee;
- (c) to inspect, operate, use, maintain, repair, renew, upgrade, replace, change the size of and remove, the Transmission Line;
- (d) with the Grantee's agents, contractors and employees, and with any vehicles, equipment, tools and materials to enter and remain for a reasonable time on the Servient Land for any purposes necessary or convenient for the Grantee to exercise its rights under this instrument (including the right to extinguish fires);

Annexure Schedule

Page 4 of 6 pages

Insert instrument type

Easement*(Continue in additional Annexure Schedule, if required)*

- (e) to construct on the Servient Land whatever roads, tracks, access ways, fences, gates and other works are deemed necessary by the Grantee for it to exercise its rights under this instrument and which are approved by the Grantor (that approval not to be unreasonably withheld);
 - (f) to keep the Easement Area cleared of all buildings and structures by any means the Grantee considers necessary;
 - (g) to keep the Easement Area cleared of all fences, trees and vegetation by any means the Grantee considers necessary where such items:
 - (i) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum clearance of the Transmission Line;
 - (ii) impede the exercise by the Grantee of its rights under this instrument or the Grantee's access over the Servient Land or the Easement Area or to the Transmission Line; or
 - (iii) inhibit the safe and efficient operation of the Transmission Line; and
 - (h) by whatever means the Grantee 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 Easement Area 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.
- 2.2 The Grantee has no obligation to construct the Transmission Line or convey electricity through it continuously or at all.
- 3. Ownership of the Transmission Line**
- The Transmission Line will at all times remain the property of the Grantee.
- 4. Restrictions on Grantee's use**
- 4.1 The Grantee must, in exercising its rights under this instrument, cause as little disturbance as is reasonably possible to the Grantor, the Servient Land and the Grantor's stock and other property and must ensure that, where applicable, all gales on the Servient Land are left as the Grantee finds them.
- 4.2 The Grantee must restore any part of the surface of the Servient Land that is affected by the Grantee exercising any of its rights under this instrument to a condition equivalent, as far as reasonably practicable, to that existing before the Grantee exercised those rights.
- 5. Grantor's Continued Use of Servient Land**
- Subject to clause 6, the Grantor may use the Servient Land as long as that use does not unreasonably interfere with the enjoyment of the Grantee's rights and interests granted under this instrument.

Annexure Schedule

Page 5 of 6 pages

Insert instrument type

Easement

*(Continue in additional Annexure Schedule, if required)***6. Restrictions on Grantor's use**

- 6.1 The Grantor must not do or allow any act which may interfere with or affect the rights of the Grantee or the operation of the Transmission Line and, in particular, the Grantor must not, without the consent in writing of the Grantee:
- (a) On the Easement Area, or within the minimum distance from the Transmission Line as advised by the Grantee (having regard to relevant statutory or regulatory requirements, codes of practice and engineering standards applicable from time to time), erect or permit the erection of any buildings or structures, or alter or allow to be altered the overall dimensions of existing buildings or structures, or carry out any earthworks or stockpiling, or construct or permit the construction of any roads, dam, walls or driveways, or allow any vegetation to become established, or remove or permit the removal of any soil, sand, gravel or other substance;
 - (b) disturb the soil below the 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;
 - (c) cause or knowingly permit flooding of the Easement Area;
 - (d) burn off crops, trees or undergrowth on the Servient Land;
 - (e) operate or permit to be operated any machinery or equipment (including any cranes, drilling-rigs, pile-drivers and excavators) in close proximity to any tower, pole, ground stay or support comprising part of the Transmission Line;
 - (f) disturb any survey pegs or markers placed on the Easement Area by the Grantee;
 - (g) impede the Grantee's access over the Servient Land or the Easement Area or to the Transmission Line; or
 - (h) do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.
- 6.2 The consent of the Grantee required under clause 6.1 will not be unreasonably withheld, but may be given subject to conditions.
- 6.3 The Grantee may consent in writing to certain existing buildings, structures, fences or vegetation on the Easement Area at the date of this instrument remaining there, but such consent may be given subject to conditions.
- 6.4 If any act or item consented to under clause 6.2 or 6.3 subsequently results in a situation described in clause 2.1(g)(i)-(iii), then such consent may be revoked by the Grantee without compensation.
- 6.5 Before exercising any right under this instrument to remove a fence, the Grantee must consult with the Grantor so the Grantor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The cost of any replacement fence will be borne by the Grantor and the Grantor must comply with any reasonable directions of the Grantee as to the height, materials used and location of such replacement fence.

Annexure Schedule

Page 6 of 6 pages

Insert instrument type

Easement*(Continue in additional Annexure Schedule, if required)*

- 6.6 If the Grantor does not meet its obligations under this instrument within such reasonable timeframe as is specified in a notice from the Grantee requiring it to do so then the Grantee may meet those obligations (and enter the Servient Land for that purpose) and the Grantor is liable to pay to the Grantee the costs incurred in doing so.
- 7. Indemnity against third party claims**
- Each party ("Indemnifying Party") must indemnify the other ("Indemnified Party") against all claims or demands from third parties for any loss, damage or liability in respect of, or arising out of, the use of the land by the Indemnifying Party (or any person authorised, whether expressly or implied by it) EXCEPT THAT it will not be liable to indemnify where such loss, damage or liability was caused by the Indemnified Party. Where the actions of the Indemnified Party contribute to that loss, damage or liability, the indemnity given by the Indemnifying Party will be reduced in proportion to that contribution.
- 8. Licence and assignment**
- The Grantee may assign, licence or otherwise grant any right of all or any part of any estate or interest conferred by this instrument.
- 9. Perpetual easement**
- There is no power implied in this instrument for the Grantor to terminate the easement for any breach of this instrument or for any other reason. It is the intention of the parties that the easement created by this instrument will continue forever unless surrendered.
- 10. Arbitration**
- If any dispute arises between the parties in relation to this instrument or any matter arising under it and that dispute cannot be resolved by negotiation, then the parties must submit the dispute to arbitration in accordance with the Arbitration Act 1996 (and its amendments or any statute which replaces it). The arbitration will be commenced by either party giving written notice to the other of the details of the dispute and that party's desire to have the matter referred to arbitration. The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by two arbitrators, one to be appointed by each party, and their umpire to be appointed by the arbitrators before they begin to consider the dispute. The award in the arbitration will be final and binding on the parties.

View Instrument Details



Instrument No 10602039.5
Status Registered
Date & Time Lodged 18 November 2016 11:23
Lodged By Bockus, Denise Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
751877	North Auckland
751878	North Auckland

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 9012962.2 has consented to this transaction and I hold that consent

Signature

Signed by David Robin Fountain as Grantor Representative on 01/12/2016 11:53 AM

Grantee Certifications

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

Signature

Signed by David Robin Fountain as Grantee Representative on 01/12/2016 11:53 AM

*** End of Report ***

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

Sections 90A and 90F, Land Transfer Act 1952

Grantor		<i>Surname(s) must be <u>underlined</u>.</i>	
CAROL LEE DICKENS			
Grantee		<i>Surname(s) must be <u>underlined</u>.</i>	
CHORUS NEW ZEALAND LIMITED			
Grant of easement or <i>profit à prendre</i> 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 <i>profit(s) à prendre</i> 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		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey telecommunications and computer media	Marked "A" on DP 502279	Lot 1 DP502279 in CT751877	Chorus New Zealand Limited (in gross)
	Marked "C" on DP502279	Lot 2 DP502279 in CT751878	
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)		<i>Delete phrases in [] and insert memorandum number as required.</i>	
<i>Continue in additional Annexure Schedule if required.</i>			
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.			
The implied rights and powers are varied/negated/added to or substituted by:			
Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.			
The provisions set out in the Annexure Schedule.			

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 2 of

Pages

Continue in additional Annexure Schedule, if required.

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

Covenant provisions

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 2.~~

Annexure Schedule**Insert type of instrument**

Easement Dated Page of Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.

2 Grant of Easement

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

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

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

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

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

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

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

Annexure Schedule

Insert type of instrument

Easement Dated Page of Pages

Continue in additional Annexure Schedule, if required.

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

4 Access

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

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

5 Grantor's Covenants

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

6 Removal

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

Annexure Schedule

Insert type of instrument

Easement Dated Page 5 of Pages

Continue in additional Annexure Schedule, if required.

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

7 Further Assurances

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

8 Telecommunications Act 2001 and End User Terms

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

9 Definitions and interpretation

9.1 In this easement:

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

View Instrument Details



Instrument No 10602039.2
Status Registered
Date & Time Lodged 18 November 2016 11:23
Lodged By Bockus, Denise Margaret
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



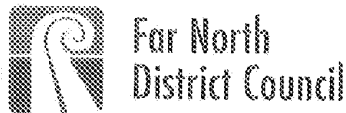
Affected Computer Registers	Land District
751877	North Auckland
751878	North Auckland
751879	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by David Robin Fountain as Territorial Authority Representative on 17/11/2016 10:47 AM

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



Postal Bag 752, Hamilton Ave
Kaitiaki 5046, New Zealand
Telephone 0508 400 029
Phone 09 401 5200
Fax 09 401 2127
Email enquiries@fndc.govt.nz
Website www.fndc.govt.nz

Te Kaitiaki a Te Tokerau ki Te Raki

Our services are available
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THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC 2170012
Being the Subdivision of Lot 1 DP 445433
North Auckland Registry

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

SCHEDULE

Lot 1 – DP 502279

- (i) In conjunction with the construction of any building requiring a wastewater disposal system the lot owner shall obtain a Building Consent and install the wastewater treatment and effluent disposal system as detailed in the report prepared by Effluential Drainlayers Ltd and submitted with Resource Consent 2170012.

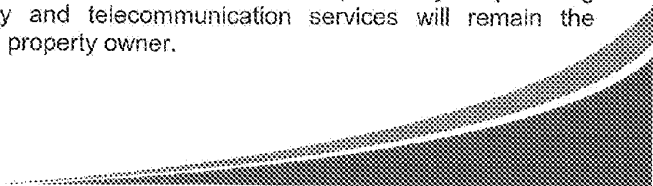
The estimated cost of the installed system is \$12,500 + GST as per quote from Effluential Drainlayers Report dated 30/03/2016. The costing is valid for a period of 6 months from the date of issue of the 224(c) certificate.

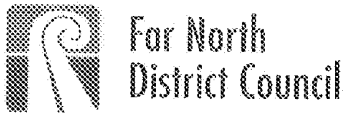
Following 12 months of operation of the wastewater treatment and effluent disposal system the lot owner shall provide certification to Council that the system is operating in accordance with its design criteria.

Lots 2 & 3 – DP 502279

Where a wastewater treatment and effluent disposal system is proposed that differs from that detailed in the above mentioned report, a new TP 58 / Site and Soil Evaluation Report will be required to be submitted, and Council's approval of the new system must be obtained, prior to its installation.

- (ii) Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunication services will remain the responsibility of the property owner.





Pōwhiri: 090 401 2000
Kōwhiri: 09 401 2000
Telex: 909 401 2000
Fono: 090 401 2000
Fax: 090 401 2137
Email: info@fncc.govt.nz
Website: www.fncc.govt.nz

Te Kōwhiri o Tai Tokerau Ki Te Raki

Te Kōwhiri o Tai Tokerau Ki Te Raki

NOTE: Chorus have advised in correspondence dated 30/6/2016 and submitted with RC 2170012 that they have no record of any network cable up the right of way to Lot 1 so any cable up there is possibly just a service lead. Service leads for the new lots may need to be extended all the way down the right of way to the existing Distribution Pillar at the right of way entrance on Oruru Road.

Lots 1, 2 & 3 – DP 502279

- (iii) In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for fire fighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509.
- (iv) Present and future owners of Lots 1, 2 & 3 shall note that the property is located within a kiwi habitat area. Care should be taken with the keeping of domestic cats, dogs and mustelids, as these animals may cause adverse effects on the kiwi population that may inhabit the area. Any dogs that are present on these sites shall be tied up or kept inside at night and any cats shall be kept inside at night. Kiwi aversion training for dogs is also recommended.

NOTE: It is recommended that a certified dog handler runs their dog over the areas intended for vegetation clearance on Lots 1 & 2 to insure that no birds are disturbed during clearance at their own cost. The kiwi for kiwi website has a directory of certified dog trainers / handlers that have dogs trained for this purpose. (www.kiwisforkiwi.org.nz)

SIGNED:


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

DATED at KERIKERI this 3rd day of November 2016



APPENDIX 3

RULE ASSESSMENT

Operative District Plan Provisions

Chapter 13 Subdivision		
Rule	Status	Comment
13.7 Controlled (Subdivision) Activities		
13.7.1 – Boundary Adjustments: All Zones except the Recreational Activities and Conservation Zones	Does not comply	Both existing lots are 1ha which are below the 4ha minimum lot size for the Coastal Living Zone.
13.7.2 – Allotment Sizes, Dimensions and Other Standards	Restricted Discretionary	While both lots are below the minimum lot size for the Coastal Living Zone, they exceed the 8,000m ² and have existing three waters arrangement.
13.7.3.1 – Property Access	Permitted	Refer to assessments from Chapter 15 below.
13.7.3.2 – Natural and Other Hazards	Controlled	Lot 2 is subject to the Coastal Flood Hazard and River Flood Hazard overlays and contains an existing dwelling. No changes are proposed other than a boundary adjustment. Lot 1 is not subject to any identified natural hazard overlays.
13.7.3.3 – Water Supply	Controlled	Both lots have existing water supply arrangements.
13.7.3.4 – Stormwater Disposal	Controlled	Both lots have existing stormwater arrangements.
13.7.3.5 – Sanitary Sewage Disposal	Controlled	Both lots have existing disposal of wastewater arrangements.
13.7.3.6 – Energy Supply	Controlled	The proposed lots have existing electricity connections.
13.7.3.7 – Telecommunications	Controlled	Both lots have existing telecommunications connections
13.7.3.8 – Easements for any purpose	Controlled	Existing easements are already in place over both lots. No additional easements are required, and no changes to existing easements are proposed.
13.7.3.9 – Preservation of Heritage Resources, Vegetation, Fauna and Landscape, and Land set aside for Conservation purposes.	N/A	There are no identified resources which require protection.

13.7.3.10 – Access to Reserves and Waterways	N/A	There are no public reserves, waterways or esplanade reserves on or adjoining the sites.
13.7.3.11 – Land Use Compatibility	N/A	No new land uses are proposed.
13.7.3.12 – Proximity to Airports	N/A	The site is not located in close proximity to an airport.
13.8 Restricted Discretionary Activities		
13.8.1 – 13.8.5	N/A	Not proposed.
13.9 Discretionary Activities		
13.9.1 – Minimum net area for vacant new lots and new lots which already accommodate structures	N/A	No new lots are being proposed.
13.9.2 – Management Plan	N/A	A management plan subdivision is not proposed.
13.9.3 – Development Bonus	N/A	No formal protection of an Outstanding Landscape, Outstanding Landscape Feature or an Outstanding Natural Feature is proposed.
13.10 Assessment Criteria		
13.10.1 – 13.10.20	N/A	The proposed subdivision is not a discretionary activity.
13.11 Non-Complying (Subdivision) Activities		
13.11 – Non-Complying (Subdivision) Activities	Non-complying	The proposal does not comply as Lot 2 is located within the Coastal Flood Hazard 1 overlay.

Chapter 15 Transportation		
Rule	Rule	Rule
15.1.6C Access		
15.1.6C.1.1 – Private accessway in all zones	Permitted	Existing accessway complies.
15.1.6C.1.2 – Private accessways in urban zones	N/A	Not an urban zone.
15.1.6C.1.3 – Passing bays on private accessways in all zones	Permitted	a. The shared access has compliant widths, and passing bays are not required. b. The existing passing bays are compliant.

		c. The shared access has sufficient space for vehicles to queue at the vehicle crossing.
15.1.6C.1.4 – Access over footpaths	Permitted	The sites are accessed internally and do not involve vehicle access over a footpath. No changes to access are proposed.
15.1.6C.1.5 – Vehicle crossing standards in rural and coastal zones	Permitted	<p>a. The existing vehicle crossing is in accordance with the FNDC ES.</p> <p>b. The first 5m of the shared access is surfaced with a permanent impermeable surfacing.</p> <p>c. The shared access is 6m wide for at least 6m from the edge of the carriageway.</p>
15.1.6C.1.6 – Vehicle crossing standards in urban zones	N/A	The site is not in an urban zone.
15.1.6C.1.7 – General access standards	Permitted	The shared access complies with the general access standards.
15.1.6C.1.8 – Frontage to existing roads	N/A	<p>a. There is sufficient legal road width.</p> <p>b. Has been constructed to an appropriate standard.</p> <p>c. The sites have only one road frontage.</p> <p>d. The carriageway does not encroach upon the sites.</p>
15.1.6C.1.9 – New roads	N/A	No new roads are to be vested.
15.1.6C.1.10 – Service lanes, cycle and pedestrian accessways	N/A	No new service lanes, cycle or pedestrian accesses are proposed.
15.1.6C.1.11 – Road designations	N/A	The site does not front an existing road which is subject to a designation for road acquisition and widening purposes.

Proposed District Plan Provisions

Subdivision Chapter (SUB)		
Rule	Status	Comment
SUB-R1 – Boundary adjustments	Restricted discretionary	Both the lots do not meet the minimum allotment size for controlled activity while the degree of non-compliance associated with Lot 1 DP 502279 will increase.
SUB-R2 – Subdivision of land solely to create an allotment that is for the purpose of public works, infrastructure, reserves or access	N/A	No public works, infrastructure, reserves or access proposed.
SUB-R3 – Subdivision of land to create a new allotment	N/A	No new lots are proposed.
SUB-R4 – R10	N/A	Not proposed.
SUB-R11 – Subdivision of a site within flood hazard areas	Restricted discretionary	Lot 2 has an existing dwelling. No changes are proposed.
SUB-R12 – Subdivision of a site within coastal hazard areas	Restricted discretionary	Lot 2 has an existing dwelling. No changes are proposed.
SUB-R13 – R21	N/A	Not proposed.
Overall Status	Restricted discretionary	

Transport Chapter (TRAN)		
Rule	Status	Comment
TRAN-R1 – Parking	Permitted	Existing parking is provided on-site for each dwelling via existing driveways. No changes to parking arrangements are proposed.
TRAN-R2 – Vehicle crossings and access, including private accessways	Permitted	<ol style="list-style-type: none"> 1. The shared access serves 4 H.E.s. 2. The shared access provides sufficient access for fire appliances. 3. The shared access is not off a State Highway or a road classified arterial or higher. 4. There are no unused vehicle crossings. 5. The shared access is in accordance with TRAN-Table 9. 6. N/A as no new vehicle crossings or passing bays are proposed.
TRAN-R3 – R10	N/A	Not proposed.

Overall Status	Permitted
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