



<b>Office Use Only</b> Application Number:
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**APPLICATION FOR RESOURCE CONSENT OR FAST-TRACK RESOURCE CONSENT**

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

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

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

**1. Pre-Lodgement Meeting**

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

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

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

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

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

**4. Applicant Details:**

Name/s: Waikuku Estate Limited

Electronic Address for Service (E-mail): \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

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

Post Code: 0472

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

Name/s: Williams & King, Attention: Natalie Watson

Electronic Address for Service (E-mail): \_\_\_\_\_

Phone Numbers: Home: \_\_\_\_\_

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

Post Code: 0245

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

**6. Details of Property Owner/s and Occupier/s: Name and Address of the Owner/Occupiers of the land to which this application relates (where there are multiple owners or occupiers please list on a separate sheet if required)**

Name/s: Waikuku Estate Limited

Property Address/  
Location: 82 Waikuku Road, Waimate North

**7. Application Site Details:**

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

Site Address/  
Location: 82 Waikuku Road, Waimate North

Legal Description: Lot 3 DP 589598 Val Number: 00527-06303

Certificate of Title: 1124164  
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.**

Please phone Chris Purdie on 021407991 to arrange a site visit.

**8. Description of the Proposal:**

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

Changes and cancellations to Stage 2 Conditions 1, 2(b), 3(a), 4(a), 4(b) and 4(d) of RC 2220808 to vary location of Lot 1 and other consequential amendments, and to correct the decision to remove a condition relating to the upgrade of Waikuku Road.

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

**9. Would you like to request Public Notification**

Yes/No

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

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

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

The site and proposal may be subject to the above NES. In order to determine whether regard needs to be had to the NES please answer the following (further information in regard to this NES is available on the Council's planning web pages):

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

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

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

**12. Assessment of Environmental Effects:**

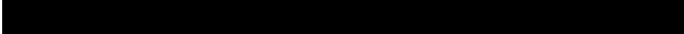
Every application for resource consent must be accompanied by an Assessment of Environmental Effects (AEE). This is a requirement of Schedule 4 of the Resource Management Act 1991 and an application can be rejected if an adequate AEE is not provided. The information in an AEE must be specified in sufficient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

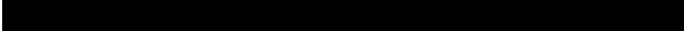
**Please attach your AEE to this application.**

**13. Billing Details:**

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

Name/s: (please write all names in full) Waikuku Estate Limited

Email: 

Postal Address: 


Post Code: 0472

Phone Numbers:  Fax: \_\_\_\_\_

**Fees Information:** An instalment fee for processing this application is payable at the time of lodgement and must accompany your application in order for it to be lodged. Please note that if the instalment fee is insufficient to cover the actual and reasonable costs of work undertaken to process the application you will be required to pay any additional costs. Invoiced amounts are payable by the 20<sup>th</sup> 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: Christopher John Purdie (please print)

Signature:  (signature of bill payer – mandatory)

Date: 4/7/2024



## 14. Important Information:

### Note to applicant

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

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

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

### Fast-track application


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

### Privacy Information:

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

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

Name: Natalie Watson (please print)

Signature:  (signature)

Date: 5 July 2024

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

### Checklist (please tick if information is provided)

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

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

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

**UNBOUND**

**SINGLE SIDED**

**NO LARGER THAN A3 in SIZE**



# **SURVEY & PLANNING SOLUTIONS (2010) LTD**

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Ref: 23756

2 July 2024

Resource Consents Department  
Far North District Council  
John Butler Centre  
60 Kerikeri Road  
Kerikeri

Dear Sir or Madam,

**Re: Proposed Variation of Stage 2 RC 2220808 – Waikuku Estate Limited**  
**82 Waikuku Road, Waimate North**

Please find enclosed an application form in support of our clients' request to vary the consent conditions of Stage 2 RC 2220808.

## **1. Overview & Site Description**

Waikuku Estate Limited was granted subdivision consent to undertake a staged subdivision to create three additional allotments in the Rural Production Zone as a restricted discretionary activity.

Stage 1 created one additional rural residential site and an area of road to vest and has now been completed.

Stage 2 consented a second rural residential site (Lot 1), which was a vacant site of 8460m<sup>2</sup> (subject to final survey), leaving the balance farm area (Lot 3).

The Stage 2 decision included conditions related to:

- Provision of easements on the survey plan
- Upgrade of Waikuku Road
- Formation of a double width crossing (shared by the new rural residential site and the balance land)
- Formation of shared private accessway

**Von Sturmers**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
Telephone: 09 408 6000

Email: [kaitaia@saps.co.nz](mailto:kaitaia@saps.co.nz)

**Williams & King**  
27 Hobson Ave  
PO Box 937, Kerikeri 0245, NZ  
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- Consent notice conditions related to future built development on Lots 1 and 3 pertaining to onsite wastewater management, stormwater management, potable and fire fighting water supply and kiwi habitat management.

The subject site is zoned Rural Production under the Operative District Plan.

RC 2220808 is appended in **Attachment 1**.

Since the granting of RC 2220808, a residential dwelling has been completed on the property, within what was depicted as Lot 3 (balance rural lot) of the approved subdivision. The consent holder wishes to vary Stage 2 of the subdivision to shift the rural residential lot (Lot 1) to incorporate this recently completed residential dwelling. This necessitates not only a variation to the approved Stage 2 subdivision plan, but also to some of the consent notice conditions, which are now no longer relevant to the developed Lot 1.

In addition, further correspondence with Northland Transport Alliance has confirmed that a condition requiring upgrade of a portion of Waikuku Road was made in error by Northland Transport Alliance. It is understood that this condition was to be removed via a correction under section 133A of the Resource Management Act 1991, however as we are unsure if this has been completed, we are incorporating the removal of this condition as part of this variation application.

The revised Scheme Plan is appended in **Attachment 2**.

Comparison of the existing approved Stage 2 Scheme Plan and the revised proposed Scheme Plan highlights the following:

- The rural residential site (Lot 1) will be shifted to the west to incorporate the recently completed residential dwelling.
- Lots 1 and 3 continue to be accessed by a shared vehicle crossing place and private vehicle accessway, which appear to meet the requirement of conditions 3(a) and (b). These conditions can remain in place as they will need to be certified as per condition 3(c) at 224c stage.
- The existing built development and impermeable surface coverage on Lots 1 and 3 will comply with the permitted activity standards for the Rural Production Zone. In particular:
  - the total impermeable surface coverage will amount to approximately 14.7% on Lot 1.
  - the boundary between Lots 1 and 3 will be located so as to achieve a 10m setback from existing buildings. Of particular note is the setback from the retained storage / fertiliser bin on Lot 3.

The subject site is now legally described as Lot 3 DP 589598, held in Record of Title 1124164. It is located at 82 Waikuku Road, in Waimate North.

**Von Sturmers**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
Telephone: 09 408 6000

Email: [kaitaia@saps.co.nz](mailto:kaitaia@saps.co.nz)

**Williams & King**  
27 Hobson Ave  
PO Box 937, Kerikeri 0245, NZ  
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The subject site is developed with a residential building and garage, which are located near the western end of the site's frontage to Waikuku Road. A shed and other accessory farm buildings are located within Lot 3, while the remainder of the site is in predominantly grazed pasture.

The site adjoins Wahapuotetuoro Stream along its western boundary, and an Esplanade Reserve separates the site from Waitangi River along its northern boundary.

Scattered vegetation is present throughout the farm, including the existing protected bush area within area 'X' as shown on the scheme plan.

## **2. Description of Variation**

Changes to Stage 2 conditions 1, 2(b), 3(a), 4(a), 4(b) and 4(d) of RC 2220808 are proposed, as outlined below.

Proposed insertions are shown in bold and underlined, and deletions are struck through.

### ***Conditions – Stage 2***

1. The subdivision shall be carried out in accordance with the approved plan of subdivision, entitled – Stage 2 – **Proposed Subdivision of Lot 3 DP 589598 (Stage 1) Variation to RC 2220808 (Stq2)** ~~Proposed Subdivision of Lot 1 DP 498394 and Lot 1 DP 485433~~, prepared by Williams & King referenced 23756, dated **Var Apr 2024** ~~February 2023~~, and attached to this consent with the Council's "Approved Stamp" affixed to it.
  
2. ~~(b) Easements in gross in favour of the Council for the purpose of providing for the overland flow of stormwater, must be created over parts of Lot 1 and must be included in a memorandum of easements endorsed on the survey plan and be granted or reserved. The consent holder must meet the costs of the preparation, review, and registration of the easement instruments on the relevant records of title.~~
  
3. Prior to the issuing of a certificate pursuant to section 224(c) of the Act, the consent holder shall:
  - (a) ~~Upgrade Waikuku Road from the western end of the road frontage for Lot 3 to the vehicle entrance of Lot 2 as per the Rural Type A standards in Appendix 3B-2 of the Operative Far North District Plan. Provide certification from a Chartered Professional Engineer that the work has been completed in accordance with the FNDC Engineering Standards.~~

**Von Sturmern**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
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4. Secure the conditions below by way of a Consent Notice issued under section 221 of the Act, to be registered against the titles of the affected allotment. The costs of preparing, checking and executing the Notice shall be met by the consent holder:
  - (a) In conjunction with the construction of a future dwelling on proposed Lots ~~4 and~~ 3, the Lot owner shall obtain a Building Consent and install a wastewater treatment and effluent disposal system on the Lot. The system shall be designed by a Chartered Professional Engineer or registered drainlayer in accordance with ARC TP 58 requirements and shall reference the recommendations of the Lands and Survey Ltd Site Suitability Report (Rev 4) dated 26/05/2022 and submitted with the application. [~~Lots 4 and~~ 3]
  - (b) In conjunction with the construction of any building requiring a potable water supply on proposed Lots ~~4 and~~ 3, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tanks or other approved means and are to be positioned so that it is safely accessible for this purpose within the Lot. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509:2008. Alternative firefighting water supplies shall be specifically approved by an authorized representative of Fire and Emergency NZ prior to works commencing. [~~Lots 4 and~~ 3]
  - (d) Without the prior approval of the Council, no building shall be erected, nor any works which increase impermeable surfaces be undertaken, nor any planting or structure placed which may create a flow obstruction, on any area of the site which has been proposed as a secondary / overland (Q100) flow path (labelled as "relic gully" in Lands and Survey Ltd Site Suitability Report (Rev 4) dated 26/05/2022). [~~Lots 4 and~~ 3]

### **3. Consultation**

Section 127(4) of the Act states:

*"For the purposes of determining who is adversely affected by the change or cancellation, the local authority must consider, in particular, every person who-*

- (a) Made a submission on the original application; and*
- (b) May be affected by the change or cancellation.*

**Von Sturmers**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
Telephone: 09 408 6000

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The decision on the original application concluded that “ *the proposed activity will not have, and is not likely to have, adverse effects on the environment that are more than minor, there are also no affected persons and no special circumstances exist. Therefore, under delegated authority, it was determined that the application be processed without notification*”.<sup>1</sup>

The correspondence from Northland Transport Alliance (**Attachment 4**) confirms that condition 3(a) is an error, and no further consultation with regards to the removal of this condition is considered necessary.

The changes sought represent an adjustment to the location of the approved rural residential site, with no change to property access provisions. The changes will not have any implications in terms of off-site effects. As such, it is considered that the proposal will not result in any person being adversely affected.

## **4. Assessment of Environmental Effects**

*The following assessment of environmental effects focuses on the effects of the proposed changes to RC 2220808 as set out under the ‘Description of Variation’.*

### **4.1 Property Access**

No change is proposed to the private access provisions that currently apply to RC 2220808. There will be no increase in traffic, and the vehicle crossing will be located in the same position and provide the same standard of access. As such, no adverse effects in terms of property access are anticipated.

Upgrade of Waikuku Road is no longer required, as it has been confirmed that this condition was applied in error.

### **4.2 Natural and other Hazards**

A building site has been confirmed as acceptable on proposed Lot 3 (in the location of the existing approved Lot 1), while Lot 1 contains an established dwelling. The consent notice condition relating to the provision of water supply for firefighting purposes can remain applicable to Lot 3. As such, the proposal will not result in any adverse effects related to natural or other hazards.

### **4.3 Water Supply**

As described in Section 4.2 above, the consent notice condition relating to the provision of water supply for firefighting purposes can remain applicable to Lot 3. No adverse effects will arise in relation to water supply.

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<sup>1</sup> Refer to ‘Reasons for the Decision’ (1) of RC 2220808.

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## **4.4 Stormwater**

Impermeable surfaces made up of the existing roof area, pathways and driveway areas within Lot 1 do not exceed the permitted activity standard of 12.5%. Consent notice condition 4(c) was a stormwater management condition applicable to Lot 1. It is copied below.

*“The consent holder and or any future titleholder shall not increase or further increase the impermeable surfaces over the permitted threshold of the net site area, without implementing stormwater management and mitigating measures in accordance with Council’s current Engineering Standards. The design shall accommodate for storm events up to and including the 1% annual exceedance probability plus an allowance for climate change and shall be prepared by a Chartered Professional Engineer or suitably qualified person, to the satisfaction of Council’s Development Engineer or delegated representative.”*

This can remain as a condition on Lot 1 so that any further increase in impermeable surface will require stormwater management and mitigation.

Additionally, the consent notice condition requiring protection of (avoiding building and impermeable surfaces and avoiding creating a flow obstruction), the overland flow path that transfers stormwater from Waikuku Road to an existing gully, will remain in place and applicable to Lot 3 rather than Lot 1.

## **4.5 Sanitary Sewage Disposal**

Lot 1 has an existing on-site wastewater disposal system, which will be retained within the boundaries of the lot. Consent notice condition 4(a) will continue to apply to Lot 3 in terms of requiring detailed design of a future wastewater disposal system at building consent stage. No new adverse effects will arise in relation to wastewater.

## **4.6 Energy Supply & Telecommunications**

No new energy or telecommunication supply requirements will arise from the proposal, and no adverse effects are anticipated.

## **4.7 Heritage Resources**

There are no mapped or known heritage resources on the site, no adverse effects will arise from the proposed variation.

## **4.8 Vegetation & Fauna**

The proposal does not make any changes with regards to the existing bush protection area shown as ‘X’ on the Scheme Plan, and no adverse impacts in relation to significant indigenous vegetation will arise.

The existing consent notice condition (4(e)) can be retained in its current form to continue to achieve kiwi preservation objectives.

**Von Sturmers**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
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## **4.9 Landscape Values**

The site is not part of an Outstanding Landscape, and does not include any areas of high or outstanding natural character. The proposal has no adverse effect in terms of landscape values.

## **4.10 Access to Reserves and Waterways**

No adverse effects will arise in this respect.

## **4.11 Land use Compatibility**

There will be no change to the overall density of rural residential development within the overall rural environment, and no adverse effects will arise in relation to reverse sensitivity or land use incompatibility.

## **4.12 Soils**

The proposal reduces the land area allocated to rural residential use, and therefore increases the amount of available land for soil based primary production. Regardless, as the proposal remains in accordance with the restricted discretionary activity subdivision standards for the Rural Production Zone, soils are not a matter over which discretion has been restricted.

## **5. District Plan Activity Status**

### **5.1 Operative District Plan**

The proposed variation does not result in any change to the overall restricted discretionary activity status of the activity under the Operative District Plan, and no new infringements to the relevant Zone, Natural and Physical Resources or Subdivision rules have been identified.

### **5.2 Proposed District Plan**

Under the Proposed District Plan, the site is zoned Rural Production. The varied subdivision would remain a non-complying activity under the Proposed District Plan.

## **6. Statutory Assessment**

### **6.1 Regional Policy Statement**

The Reasons for the Decision for RC 2220808 noted that the activity was consistent with the Northland Regional Policy Statement 2016 for the reasons set out in the Assessment of Environmental Effects submitted with the application. Of relevance was Policy 5.1.1 –

**Von Sturmern**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
Telephone: 09 408 6000

Email: [kaitaia@saps.co.nz](mailto:kaitaia@saps.co.nz)

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planned and coordinated development, which was considered to be met by the proposal, and remains met by the varied proposal, as it avoids incompatible land use in close proximity, avoids reverse sensitivity, is of a density anticipated as a restricted discretionary activity, and can be adequately serviced.

Overall, it is considered that the proposed activity remains consistent with the Northland Regional Policy Statement.

## **6.2 Operative Far North District Plan**

The proposal continues to be in agreement with the objectives and policies of the Rural Environment and Rural Production Zone of the Operative District Plan, as set out in the 'Reasons for the Decision' for RC 2220808.

## **6.3 Proposed Far North District Plan**

The decision for RC 2220808 states that:

*"The activity is not consistent with the relevant objectives, policies and assessment criteria of the Proposed District Plan because it allows for rural lifestyle subdivision in the Rural Production Zone which ultimately allows for the loss of highly productive land and fragments land into parcel sizes that are no longer able to support farming activities.*

*In this case, there is not considered to be a notable environmental benefit of providing for a new rural lifestyle living activity on proposed Lot 1-2.*

*The proposal is considered to be contrary to Policy RPROZ-P6 as the proposal will result in allotments likely to be utilised for rural lifestyle activities and are more limited in the type of farming activities that could be supported on allotments on 0.7955ha and 0.8460ha. Given the PDP provides for only 40ha allotments (as a controlled activity) and minimum allotment sizes of 8 hectares (as a discretionary activity) it is considered that the proposed allotments are inconsistent with policy direction outlined in RPROZ-P6 and it is unlikely that this allotment could support farming activities in this regard."*

The proposed variation has no implications in terms of the above referenced objectives and policies, given that it continues to create a single rural residential site leaving the balance farm area.

## **6.3 Weighting of Operative and Proposed Far North District Plans**

The RC 2220808 decision attributed little weight to the Proposed District Plan and the decision was made predominantly on the basis of the Operative District Plan.

**Von Sturmers**  
131 Commerce St  
PO Box 128, Kaitaia 0441, NZ  
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**Williams & King**  
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PO Box 937, Kerikeri 0245, NZ  
Telephone: 09 407 6030

Email: [kerikeri@saps.co.nz](mailto:kerikeri@saps.co.nz)

# **SURVEY & PLANNING SOLUTIONS (2010) LTD**

Trading as **Von Sturmers** in Kaitaia and **Williams & King** in the Bay of Islands  
LAND SURVEYORS - RESOURCE PLANNERS  
[www.saps.co.nz](http://www.saps.co.nz)

## **7. Resource Management Act 1991 Purpose and Principles**

The varied subdivision activity continues to achieve the purpose and principles of the Resource Management Act 1991.

## **8. Conclusion**

It is respectfully requested that Council consider this application as soon as is possible. Please do not delay in contacting me should you require further information.

Yours faithfully  
Williams & King, Kerikeri



Natalie Watson  
Resource Planner

## **Attachments**

1. RC 2220808
2. Revised Stage 2 Scheme Plan
3. Record of Title
4. Correspondence – Northland Transport Alliance



## DECISION ON SUBDIVISION CONSENT APPLICATION UNDER THE RESOURCE MANAGEMENT ACT 1991

### Decision

Pursuant to section 34(1) and sections 104, 104C, 106, 240(4), 243(e) and Part 2 of the Resource Management Act 1991 (the Act), the Far North District Council **grants** subdivision resource consent for a Restricted Discretionary activity, subject to the conditions listed below, to:

<b>Council Reference:</b>	2220808-RMASUB
<b>Applicant:</b>	Waikuku Estate Limited
<b>Property Address:</b>	68 Waikuku Road, Waimate North 0472
<b>Legal Description:</b>	Lot 1 DP 185433 & Lot 1 DP 198391
<b>Description of Application:</b>	Staged subdivision to create three additional allotments in the rural production zone as a restricted discretionary activity.

### Conditions – Stage 1

Pursuant to sections 108 and 220 of the Act, this consent is granted subject to the following conditions:

1. The subdivision shall be carried out in accordance with the approved plan of subdivision, entitled – Stage 1 - Proposed Subdivision of Lot 1 DP 198391 and Lot 1 DP 185433, prepared by Williams & King referenced 23756, dated February 2023, and attached to this consent with the Council's "Approved Stamp" affixed to it.

#### Survey plan approval (s223) conditions

2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
  - (a) All easements in the memorandum to be duly granted or reserved.
  - (b) Area marked 'X' that contains vegetation shall be identified as being subject to a bush protection covenant (Area to be referred to in Consent Condition 4(c)).
  - (c) Lot 4 to vest in Far North District Council as a road.

#### Section 224(c) compliance conditions

3. Prior to the issuing of a certificate pursuant to section 224(c) of the Act, the consent holder shall:
  - (a) Provide formed and metalled access on ROW easement B to 3m finished metalled carriageway width. The formation is to consist of a minimum of 200mm of compacted hard fill plus a GAP 30 or GAP 40 running course and is to include water table drains and culverts as required to direct and control stormwater runoff.

- (b) Provide evidence that the existing effluent disposal area and reserve situated within Lot 2 is contained within the surveyed boundaries, to the satisfaction of Council.
4. Secure the conditions below by way of a Consent Notice issued under section 221 of the Act, to be registered against the titles of the affected allotment. The costs of preparing, checking and executing the Notice shall be met by the consent holder:
- (a) The consent holder and or any future titleholder shall not increase or further increase the impermeable surfaces over the permitted threshold of the net site area, without implementing stormwater management and mitigating measures in accordance with Council's current Engineering Standards. The design shall accommodate for storm events up to and including the 1% annual exceedance probability plus an allowance for climate change and shall be prepared by a Chartered Professional Engineer or suitably qualified person, to the satisfaction of Councils' Development Engineer or delegated representative. **[Lot 2]**
- (b) Without the prior approval of the Council, no building shall be erected, nor any works which increase impermeable surfaces be undertaken, nor any planting or structure placed which may create a flow obstruction, on any area of the site which has been proposed as a secondary / overland (Q<sub>100</sub>) flow path (labelled as "relic gully" in Lands and Survey Ltd Site Suitability Report (Rev 4) dated 26/05/2022). **[Lot 2]**
- (c) The owner shall preserve the indigenous trees and bush as indicated on the survey plan as Area X and shall not without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council, cut down, damage or destroy any of such trees or bush. The owner shall be deemed to be not in breach of this prohibition if any of such trees or bush shall die from natural causes not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.
- [Lot 3]**
- (d) The property is identified as being within a kiwi high density zone. No occupier of, or visitor to the site, shall keep or introduce to the site carnivorous or omnivorous animals (such as cats, dogs or mustelids). **[Lot 2]**

#### Further Resolutions

1. That pursuant to section 240(4) of the Resource Management Act 1991 (the Act), the Far North District Council resolves to cancel the amalgamation instrument that requires Lot 1 DP 198391 and Lot 1 DP 185433 to be held together.
2. That pursuant to section 243(e) of the Resource Management Act 1991 (the Act), the Far North District Council hereby further resolves to cancel easement 'B' for the purpose of a right of way created by Transfer D420416.2 over Lot 1 DP 185433.

## **Advice Notes – Stage 1**

### **Lapsing of Consent**

1. *Pursuant to section 125 of the Act, this resource consent will lapse 5 years after the date of commencement of consent unless, before the consent lapses;*
  - a) *A survey plan is submitted to Council for approval under section 223 of the RMA before the lapse date, and that plan is deposited within three years of the date of approval of the survey plan in accordance with section 224(h) of the RMA; or*
  - b) *An application is made to the Council to extend the period of consent, and the council decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) of the Act.*

## **Right of Objection**

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

## **Archaeological Sites**

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

## **General Advice Notes**

4. *This consent has been granted on the basis of all the documents and information provided by the consent holder, demonstrating that the new lot(s) can be appropriately serviced (infrastructure and access).*
5. *The site is accessed off to an unsealed road. Unsealed roads have been shown to create a dust nuisance from vehicle usage. It is advised that the dwelling is either located as far as possible or at least 80m from the road, and/or boundary planting within the site is utilised to assist with this nuisance. Alternatively, the applicant may consider sealing their road frontage to remove the issue.*
6. *The consent holder shall obtain all necessary building consents which may be required for any building works proposed.*
7. *Rule ER-R13 of the Proposed Far North District Plan has immediate legal effect and requires that earthworks must, for their duration, be controlled in accordance with the Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region 2016 (Auckland Guideline Document GD2016/005). Failure to comply with this rule may result in enforcement action and will require additional consents.*

## **Conditions – Stage 2**

Pursuant to sections 108 and 220 of the Act, this consent is granted subject to the following conditions:

1. The subdivision shall be carried out in accordance with the approved plan of subdivision, entitled – Stage 2 - Proposed Subdivision of Lot 1 DP 198391 and Lot 1 DP 185433, prepared by Williams & King referenced 23756, dated February 2023, and attached to this consent with the Council's "Approved Stamp" affixed to it.

### **Survey plan approval (s223) conditions**

2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
  - (a) All easements in the memorandum to be duly granted or reserved.



- (b) Easements in gross in favour of the Council for the purpose of providing for the overland flow of stormwater, must be created over parts of Lot 1 and must be included in a memorandum of easements endorsed on the survey plan and be granted or reserved. The consent holder must meet the costs of the preparation, review, and registration of the easement instruments on the relevant records of title.

### Section 224(c) compliance conditions

- 3. Prior to the issuing of a certificate pursuant to section 224(c) of the Act, the consent holder shall:
  - (a) Upgrade Waikuku Road from the western end of the road frontage for Lot 3 to the vehicle entrance of Lot 2 as per the Rural Type A standards in Appendix 3B-2 of the Operative Far North District Plan. Provide certification from a Chartered Professional Engineer that the work has been completed in accordance with the FNDC Engineering Standards.
  - (b) Provide a formed double-width entrance to Lots 1 and 3 which complies with the Councils Engineering Standard FNDC/S/6, 6B and 6D, section 3.3.7.1 of the Engineering Standards and NZS 4404:2004. Sight distances at the crossing locations are to comply with the requirements of the FNDC Engineering Standards including the clearance of the vegetation along the front boundary of Lots 1 & 3 for 15m either side of the vehicle crossing centerline.
  - (c) The consent holder will construct and shall provide suitable evidence by way of as-built plans and/or producer statement from a Suitably Qualified Engineer an Independent Qualified Person (IQP) or FNDC Development Engineer or authorised representative, to illustrate that the vehicle crossing has been completed in accordance with Condition 3(b) to the satisfaction of the council.
  - (d) Provide formed and metalled access on ROW easement A to 3m finished metalled carriageway width. The formation is to consist of a minimum of 200mm of compacted hard fill plus a GAP 30 or GAP 40 running course and is to include water table drains and culverts as required to direct and control stormwater runoff.
- 4. Secure the conditions below by way of a Consent Notice issued under section 221 of the Act, to be registered against the titles of the affected allotment. The costs of preparing, checking and executing the Notice shall be met by the consent holder:
  - (a) In conjunction with the construction of a future dwelling on proposed Lots 1 and 3, the Lot owner shall obtain a Building Consent and install a wastewater treatment and effluent disposal system on the Lot. The system shall be designed by a Chartered Professional Engineer or registered drainlayer in accordance with ARC TP 58 requirements and shall reference the recommendations of the Lands and Survey Ltd Site Suitability Report (Rev 4) dated 26/05/2022 and submitted with the application. **[Lots 1 and 3]**
  - (b) In conjunction with the construction of any building requiring a potable water supply on proposed Lots 1 and 3, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tanks or other approved means and are to be positioned so that it is safely accessible for this purpose within the Lot. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509:2008. Alternative firefighting water supplies shall be specifically approved by an authorized representative of Fire and Emergency NZ prior to works commencing. **[Lots 1 and 3]**

- (c) The consent holder and or any future titleholder shall not increase or further increase the impermeable surfaces over the permitted threshold of the net site area, without implementing stormwater management and mitigating measures in accordance with Council's current Engineering Standards. The design shall accommodate for storm events up to and including the 1% annual exceedance probability plus an allowance for climate change and shall be prepared by a Chartered Professional Engineer or suitably qualified person, to the satisfaction of Councils' Development Engineer or delegated representative. **[Lot 1]**
- (d) Without the prior approval of the Council, no building shall be erected, nor any works which increase impermeable surfaces be undertaken, nor any planting or structure placed which may create a flow obstruction, on any area of the site which has been proposed as a secondary / overland (Q<sub>100</sub>) flow path (labelled as "relic gully" in Lands and Survey Ltd Site Suitability Report (Rev 4) dated 26/05/2022). **[Lots 1 and 3]**
- (e) The property is identified as being within a kiwi high density zone. No occupier of, or visitor to the site, shall keep or introduce to the site carnivorous or omnivorous animals (such as cats, dogs or mustelids). On Lot 3, working farm dogs as defined in the Dog Control Act 1996 are excluded from this condition if they are:
- i. micro-chipped,
  - ii. within a dog proof fence area, on a lead or under effective control at all times when outside the fenced area,
  - iii. kept in a kennel or tied up at night.
  - iv. For any dog written confirmation that the dog has current kiwi aversion training certification along with the expiry date for the certification

Prior to the keeping of introduction of any working dog to the site the occupier must provide the following to the Councils Resource Consent Monitoring Officer:-

- I. A photograph of the dog;
- II. Written confirmation that the dog(s) have been micro-chipped;
- III. A plan showing the extent of the dog proof fenced area;

**[Lots 1 and 3]**

## **Advice Notes – Stage 2**

### **Lapsing of Consent**

1. Pursuant to section 125 of the Act, this resource consent will lapse 5 years after the date of commencement of consent unless, before the consent lapses;
  - a) A survey plan is submitted to Council for approval under section 223 of the RMA before the lapse date, and that plan is deposited within three years of the date of approval of the survey plan in accordance with section 224(h) of the RMA; or
  - b) An application is made to the Council to extend the period of consent, and the council decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) of the Act.

### **Right of Objection**

2. If you are dissatisfied with the decision or any part of it, you have the right (pursuant to section 357A of the Act) to object to the decision. The objection must be in writing, stating

*reasons for the objection and must be received by Council within 15 working days of the receipt of this decision.*

### **Archaeological Sites**

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

### **General Advice Notes**

- 4. This consent has been granted on the basis of all the documents and information provided by the consent holder, demonstrating that the new lot(s) can be appropriately serviced (infrastructure and access).*
- 5. The consent holder shall obtain all necessary building consents which may be required for any building works proposed.*
- 6. Rule ER-R13 of the Proposed Far North District Plan has immediate legal effect and requires that earthworks must, for their duration, be controlled in accordance with the Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region 2016 (Auckland Guideline Document GD2016/005). Failure to comply with this rule may result in enforcement action and will require additional consents.*
- 7. Prior to any vehicle crossings being constructed or upgraded and any works being undertaken within the road corridor, a Traffic Management Plan (TMR) must be approved by Council's Corridor Access Engineer and a Corridor Access Request (CAR) must be obtained.*

### **Reasons for the Decision**

1. By way of an earlier report that is contained within the electronic file of this consent, it was determined that pursuant to sections 95A and 95B of the Act the proposed activity will not have, and is not likely to have, adverse effects on the environment that are more than minor, there are also no affected persons and no special circumstances exist. Therefore, under delegated authority, it was determined that the application be processed without notification.
2. The application is for a Restricted Discretionary resource consent, as such under section 104C only those matters over which council has restricted its discretion have been considered, these matters are found in section 13.7.3 and 13.8(ii) of the Operative District Plan.
3. In regard to section 104(1)(a) of the Act the actual and potential effects of the proposal will be acceptable as:

- a. It is considered that the relevant and potential effects have been addressed within the assessment of effects in the notification assessment and it has been concluded that the adverse effects will be less than minor.
  - b. The cancellation of the amalgamation condition requiring Lot 1 DP 198391 and Lot 1 DP 185433 to be held within the same record of title will not generate any adverse effects as the proposal encompasses the amalgamated area.
  - c. The cancellation of easement 'B' for the purpose of a right of way created by Transfer D420416.2 over Lot 1 DP 185433 will not generate any adverse effects as Stage 1 includes an appropriate additional easement.
  - d. The proposal will also result in positive effects, including:
    - i. Allowing for the sustainable use of land as the balance lot will remain in production.
    - ii. Protects indigenous vegetation on Lot 3 through bush protection covenants.
    - iii. Helps reduce the risk of predation of North Island brown kiwi through domestic animal restrictions.
    - iv. Improves the quality of Waikuku Road by requiring it to be upgraded to the current Council standard.
4. In regard to section 104(1)(ab) of the Act there are no offsetting or environmental compensation measures proposed or agreed to by the applicant for the activity.
5. In regard to section 104(1)(b) of the Act the following statutory documents are considered to be relevant to the application:
- a. National Policy Statement for Highly Productive Land 2022
  - b. Northland Regional Policy Statement 2016
  - c. Operative Far North District Plan 2009
  - d. Proposed Far North District Plan 2022

*National Policy Statement for Highly Productive Land 2022*

The National Policy Statement for Highly Productive Land 2022 (*NPS-HPL*) was introduced on 17 October 2022. The policy statement aims to protect highly productive land for use in land-based primary production, both now and for future generations. The proposal does cause some tension as a rural residential subdivision activity is contrary to some of the objectives and policies in the *NPS-HPL* because it subdivides highly productive land and is therefore considered to be inappropriate development of highly productive land. However, as the proposed activity is a restricted discretionary activity, the matters of discretion are limited to 13.7.3 and 13.8.1(b)(ii) of the Operative Plan and therefore only Policy 9 (reverse sensitivity effects) can be considered. As that is the case, the proposed rural residential allotments are considered large enough to allow sufficient separation to the adjacent working productive land to ensure reverse sensitivity effects will not arise.

*Regional Policy Statement for Northland 2016*

The applicant has provided an assessment of the Regional Policy Statement for Northland (RPS) in page 17 of the AEE titled "Assessment of Environmental Effects – 68 Waikuku Road, Waimate North" dated 26 May 2022. I adopt this assessment as the subdivision is not otherwise inconsistent with any of the objectives and policies within the RPS.

*Operative Far North District Plan*

The activity is consistent with the relevant objectives, policies and assessment criteria of the Operative District Plan because the subdivision allows for rural land to remain in production whilst also enabling other activities to be established. It provides for the efficient use and development of the Rural Production zone and will not generate actual and potential adverse effects of conflicting land use activities.

#### Proposed Far North District Plan

The activity is not consistent with the relevant objectives, policies and assessment criteria of the Proposed District Plan because it allows for rural lifestyle subdivision in the Rural Production Zone which ultimately allows for the loss of highly productive land and fragments land into parcel sizes that are no longer able to support farming activities.

In this case, there is not considered to be a notable environmental benefit of providing for a new rural lifestyle living activity on proposed Lot 1-2.

The proposal is considered to be contrary to Policy RPROZ-P6 as the proposal will result in allotments likely to be utilised for rural lifestyle activities and are more limited in the type of farming activities that could be supported on allotments on 0.7955ha and 0.8460ha. Given the PDP provides for only 40ha allotments (as a controlled activity) and minimum allotment sizes of 8 hectares (as a discretionary activity) it is considered that the proposed allotments are inconsistent with policy direction outlined in RPROZ-P6 and it is unlikely that this allotment could support farming activities in this regard.

#### Weighting

For this resource consent application, the relevant provisions of both an operative and any proposed plan must be considered and it is noted that the application was lodged in advance of the PDP being notified (May 27, 2022), and therefore the applicant had an expectation of an outcome under the operative District Plan prior to the notification of the proposed plan. Weighting is relevant if different outcomes arise from assessments of objectives and policies under both the operative and proposed plans.

As assessed above the outcomes sought are different under the operative and proposed plan frameworks. Therefore, it is necessary to consider the weight to be given to each framework and which outcome should prevail.

The PDP has only been recently notified and as such there is potential for change as the plan goes through the statutory process. As such, despite the different outcomes anticipated by the PDP, little weight is given to these provisions.

6. In regard to section 104(1)(c) of the Act there are no other matters relevant to the application.
7. In terms of s106 of the RMA the proposal is not considered to give rise to a significant risk from natural hazards, and sufficient provision has been made for legal and physical access to the proposed allotments. Accordingly, council is able to grant this subdivision consent subject to the conditions above.
8. Based on the assessment above the activity will be consistent with Part 2 of the Act.

The activity will avoid, remedy or mitigate any potential adverse effects on the environment while providing for the sustainable management of natural and physical resources and is therefore in keeping with the Purpose and Principles of the Act. There are no matters under section 6 that are relevant to the application. The proposal is an

efficient use and development of the site that will maintain existing amenity values without compromising the quality of the environment. The activity is not considered to raise any issues in regard to Te Tiriti o Waitangi.

9. Overall, for the reasons above it is appropriate for consent to be granted subject to the imposed conditions.

## Approval

This resource consent has been prepared by Oliver Doherty-Ramsey, consultant planner. I have reviewed this and the associated information (including the application and electronic file material) and for the reasons and subject to the conditions above, and under delegated authority, grant this resource consent.



**Name: Pat Killalea**

Date: 24<sup>th</sup> February 2023

**Title: Principal Planner**



PROPOSED MEMORANDUM OF EASEMENTS

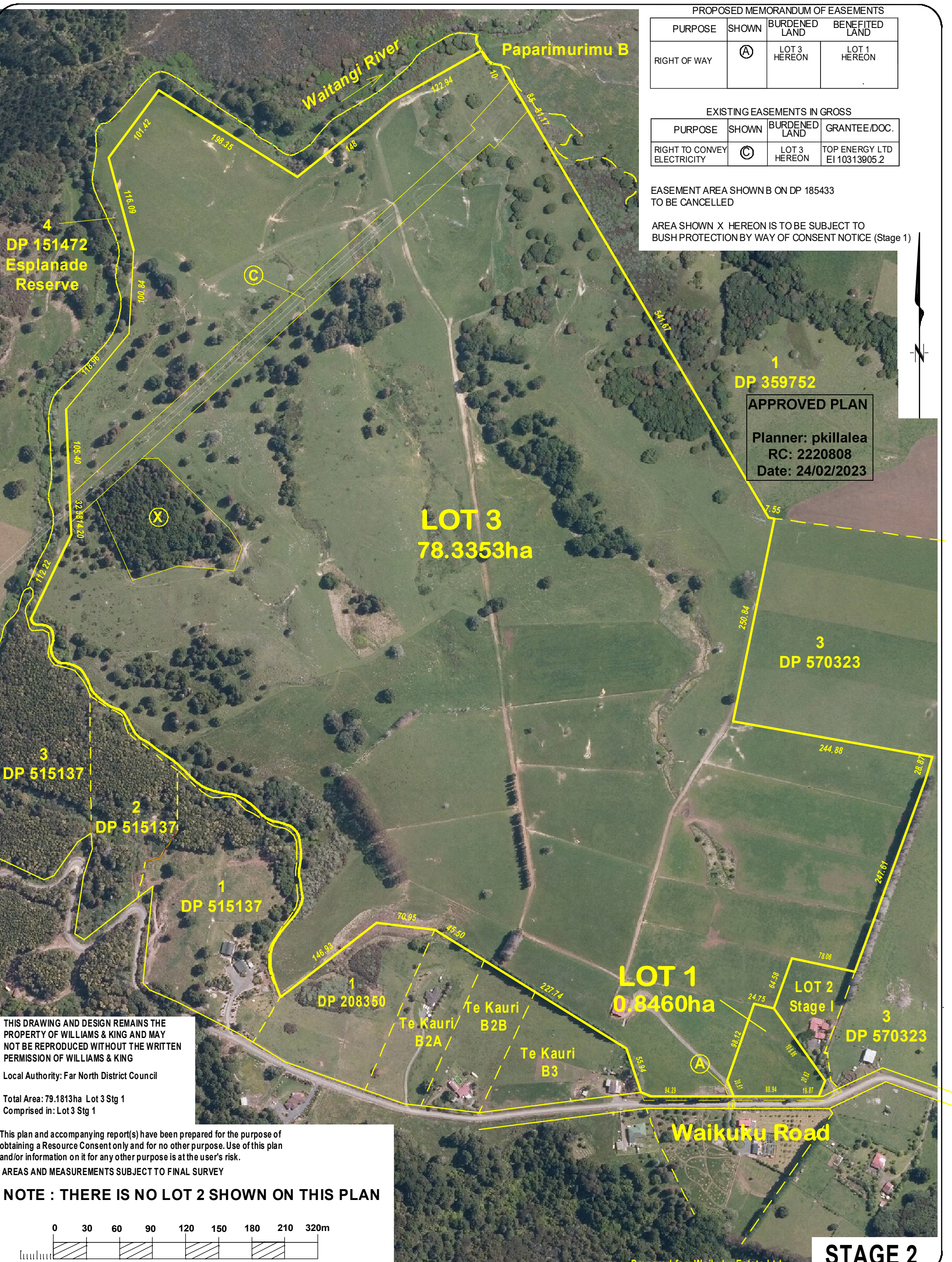
PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
RIGHT OF WAY	(A)	LOT 3 HEREON	LOT 1 HEREON

EXISTING EASEMENTS IN GROSS

PURPOSE	SHOWN	BURDENED LAND	GRANTEE/DOC.
RIGHT TO CONVEY ELECTRICITY	(C)	LOT 3 HEREON	TOP ENERGY LTD EI 10313905.2

EASEMENT AREA SHOWN B ON DP 185433 TO BE CANCELLED

AREA SHOWN X HEREON IS TO BE SUBJECT TO BUSH PROTECTION BY WAY OF CONSENT NOTICE (Stage 1)

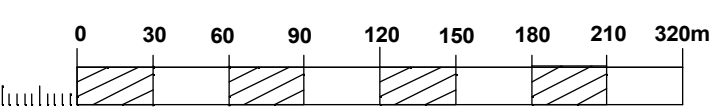


**APPROVED PLAN**  
 Planner: pkillalea  
 RC: 2220808  
 Date: 24/02/2023

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF WILLIAMS & KING AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KING  
 Local Authority: Far North District Council  
 Total Area: 79.1813ha Lot 3 Stg 1  
 Comprised in: Lot 3 Stg 1

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

**NOTE : THERE IS NO LOT 2 SHOWN ON THIS PLAN**



Prepared for: Waikuku Estate Ltd

**STAGE 2**

**WILLIAMS AND KING**  
 Registered Land Surveyors, Planners & Land Development Consultants  
 Ph: (09) 407 6030 27 Hobson Ave  
 Email: kerikeri@saps.co.nz PO Box 937 Kerikeri

**Proposed Subdivision of Lot 3 Stage 1**

Survey	Name	Date	ORIGINAL SCALE	SHEET SIZE
Design				
Drawn	CW	Mar 2022		
Rev	B	Feb/2023		

**23756**



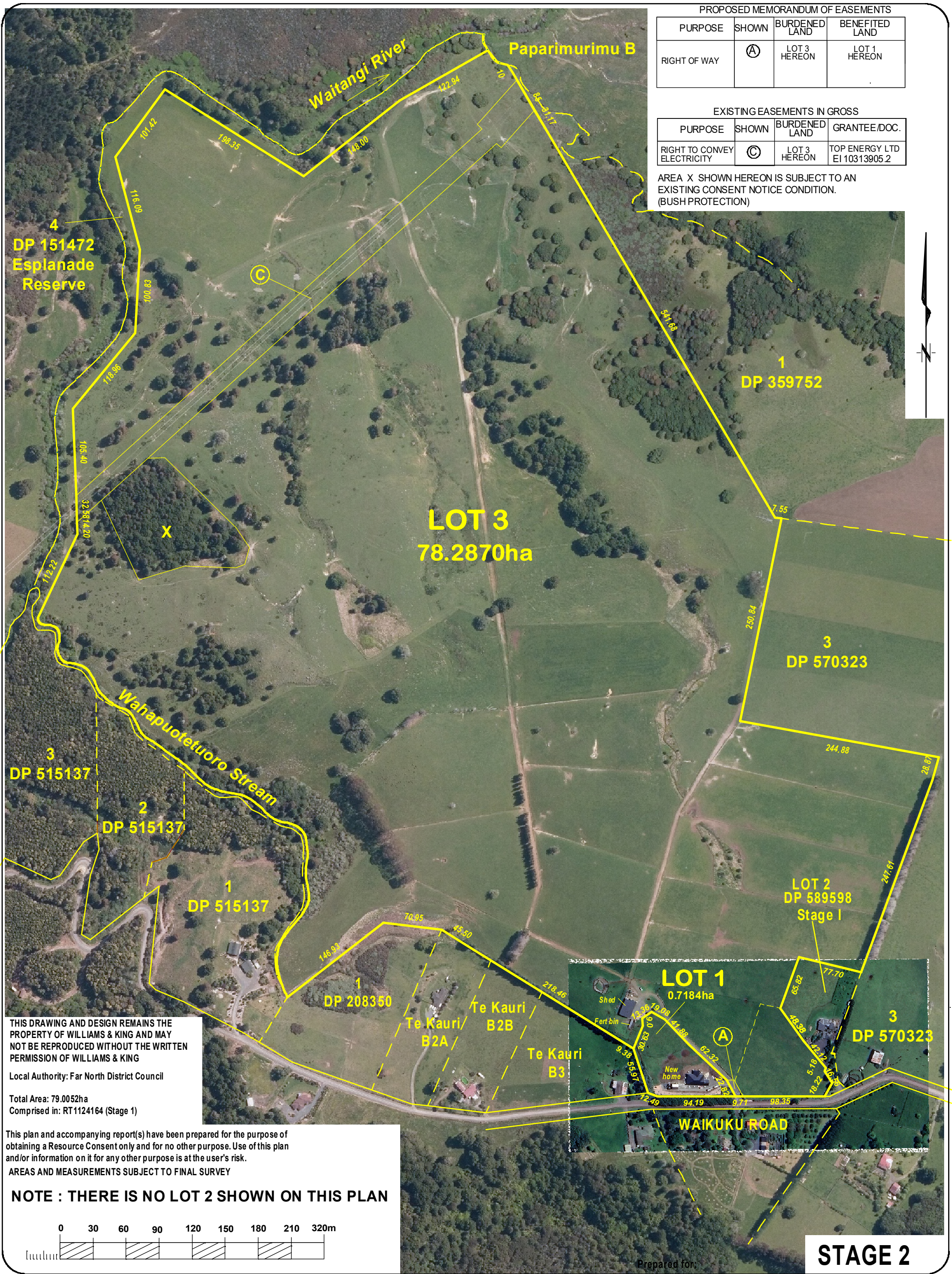
PROPOSED MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
RIGHT OF WAY	Ⓐ	LOT 3 HEREON	LOT 1 HEREON

EXISTING EASEMENTS IN GROSS

PURPOSE	SHOWN	BURDENED LAND	GRANTEE/DOC.
RIGHT TO CONVEY ELECTRICITY	Ⓒ	LOT 3 HEREON	TOP ENERGY LTD EI 10313905.2

AREA X SHOWN HEREON IS SUBJECT TO AN EXISTING CONSENT NOTICE CONDITION. (BUSH PROTECTION)



4  
DP 151472  
Esplanade Reserve

1  
DP 359752

LOT 3  
78.2870ha

3  
DP 570323

3  
DP 515137

2  
DP 515137

1  
DP 515137

1  
DP 208350

Te Kauri  
B2A

Te Kauri  
B2B

Te Kauri  
B3

LOT 1  
0.7184ha

LOT 2  
DP 589598  
Stage 1

3  
DP 570323

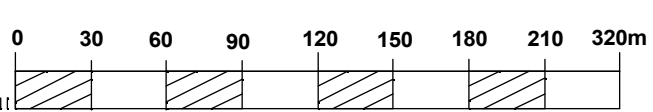
WAIKUKU ROAD

STAGE 2

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF WILLIAMS & KING AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KING  
Local Authority: Far North District Council  
Total Area: 79.0052ha  
Comprised in: RT1124164 (Stage 1)

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

NOTE : THERE IS NO LOT 2 SHOWN ON THIS PLAN



**WILLIAMS AND KING**  
Registered Land Surveyors, Planners & Land Development Consultants  
Ph: (09) 407 6030  
Email: kerikeri@saps.co.nz  
27 Hobson Ave  
PO Box 937 Kerikeri

**Proposed Subdivision of Lot 3 DP 589598 (Stage 1) Variation to RC 2220808 (Stg2)**

Survey Design Drawn	Name	Date	ORIGINAL SCALE	SHEET SIZE
W & K	Mar 2022		1:4000	A3
Rev	Var	Apr 2024		

**23756**





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



*R. W. Muir*  
Registrar-General  
of Land

**Identifier** 1124164  
**Land Registration District** North Auckland  
**Date Issued** 28 April 2023

**Prior References**

NA116A/44

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<b>Estate</b>	Fee Simple
<b>Area</b>	79.0052 hectares more or less
<b>Legal Description</b>	Lot 3 Deposited Plan 589598

**Registered Owners**

Waikuku Estate Limited

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**Interests**

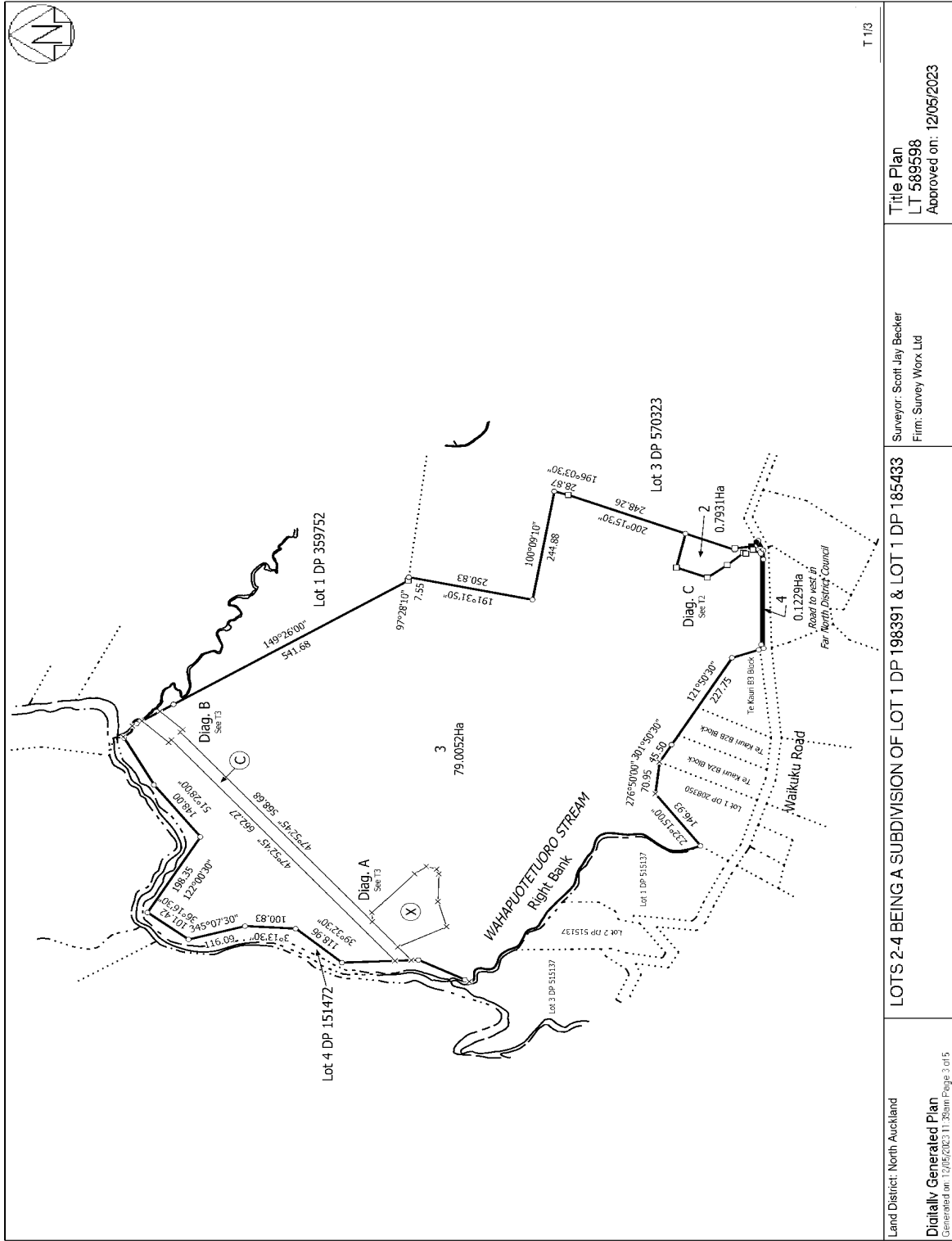
Appurtenant to part formerly Lot 1 DP 198391 is a right to convey water created by Transfer C478545.1 - 7.5.1993 at 2.41 pm

The easements created by Transfer C478545.1 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant to part formerly Lot 1 DP 198391 is a water supply right created by Transfer D420416.2 - 16.8.1999 at 9.01 am

The easements created by Transfer D420416.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity, telecommunications and computer media over part marked C on DP 589598 in favour of Top Energy Limited created by Easement Instrument 10313905.2 - 5.5.2017 at 11:08 am  
12710086.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.4.2023 at 4:41 pm



T 1/3

<p>Land District: North Auckland                  Digitally Generated Plan  <small>Generated on: 12/05/2023 11:25am Page 3 of 5</small></p>	<p>LOTS 2-4 BEING A SUBDIVISION OF LOT 1 DP 198391 &amp; LOT 1 DP 185433</p>	<p>Surveyor: Scott Jay Becker                  Firm: Survey Work Ltd</p>	<p>Title Plan                  LT 589598                  Approved on: 12/05/2023</p>
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4288-  
C478545.1 TE

Under the Land Transfer Act 1952

## Memorandum of Transfer

WHEREAS:

R.W. HOULT & COMPANY LIMITED a duly incorporated company having its registered office at Auckland (hereinafter referred to as "the Transferor")

being registered as proprietor

of estates in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those piece<sup>s</sup> of land situated in the Land District of North Auckland containing FIRST: 26.0320 hectares more or less being Lot 2 on Deposited Plan 151472 and being part Block VIII Omapere Survey District being all of the land comprised and described in Certificate of Title Volume 90B Folio 234

~~more or less being~~

SUBJECT TO: Section 243(c) Resource Management Act 1991 (hereinafter called the Dominant Tenement).

AND SECONDLY: 80.1400 hectares more or less being Lot 3 Deposited Plan 151472 and being part Block VIII Omapere Survey District being all of the land comprised and described in Certificate of Title volume 90B Folio 235

SUBJECT TO: Section 243(c) Resource Management Act 1991 (hereinafter called the Servient Tenement)

NEW ZEALAND STAMP DUTY AK1  
22/03/9300100001 TERM \*4288.00

In consideration of the sum of TWO HUNDRED AND TWENTY THREE THOUSAND EIGHT HUNDRED AND FIFTY TWO DOLLARS (\$223,852.00) paid to the Transferor by KENNETH LESLIE CATHCART of Pakaraka, Market Gardener and JUDITH BARBARA CATHCART his wife (hereinafter referred to as "the Transferees") (the receipt of which sum is hereby acknowledged) the Transferor DOETH HEREBY TRANSFER to the said Transferees as tenants in common in equal shares all the Transferor's interest in the said land secondly above described, first reserving nevertheless unto the Transferor with its successors and assigns (hereinafter referred to as "the Transferors") rights to convey water over that part of the Servient Tenement shown marked (A) on Deposited Plan 151472 on the terms and conditions set out below to the end and intent that the said Easement hereby reserved shall be forever appurtenant to the Dominant Tenement.

TERMS AND CONDITIONS:

1. The rights and powers to convey water are the same rights and powers as those set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952.
2. The rights and powers herein shall be restricted to the supply of water for domestic and stock purposes.



**ORDER OF LAND VALUATION TRIBUNAL**

Land Valuation Tribunal  
At WHANGAREI

No. 151/92

IN THE MATTER of an application  
under the Land Settlement Promotion and Land  
Acquisition Act 1952 for consent to a sale  
of land

Between R W HOULT & COMPANY LIMITED  
at Auckland

Vendor/~~lessor~~

and KENNETH LESLIE CATHCART market gardener Purchaser/~~lessee~~  
JUDITH BARBARA CATHCART clerk, both of Pakaraka

BEFORE THE NORTH AUCKLAND LAND VALUATION TRIBUNAL

On the application of R W Hoult & Company Limited  
for consent to the sale and purchase

In respect of the land described in the schedule hereto

~~AND WHEREAS~~

IT IS ORDERED that the consent of the North Auckland Land Valuation Tribunal be granted pursuant to Part II of the Land Settlement Promotion and Land Acquisition Act 1952

~~upon the following grounds:~~SCHEDULE

ALL THAT land containing an area of 86.08 hectares more or less being Lot 3 of a proposed subdivision of Part Old Land Claim No. 52 and Morakerake Block and outlined in green on the attached plan and being part of the land contained and described in Certificate of Title Volumes 500, 588 & 33A Folio 195, 211 & 638 (NORTH AUCKLAND REGISTRY)

Dated at



this

14 day of

May

19 92

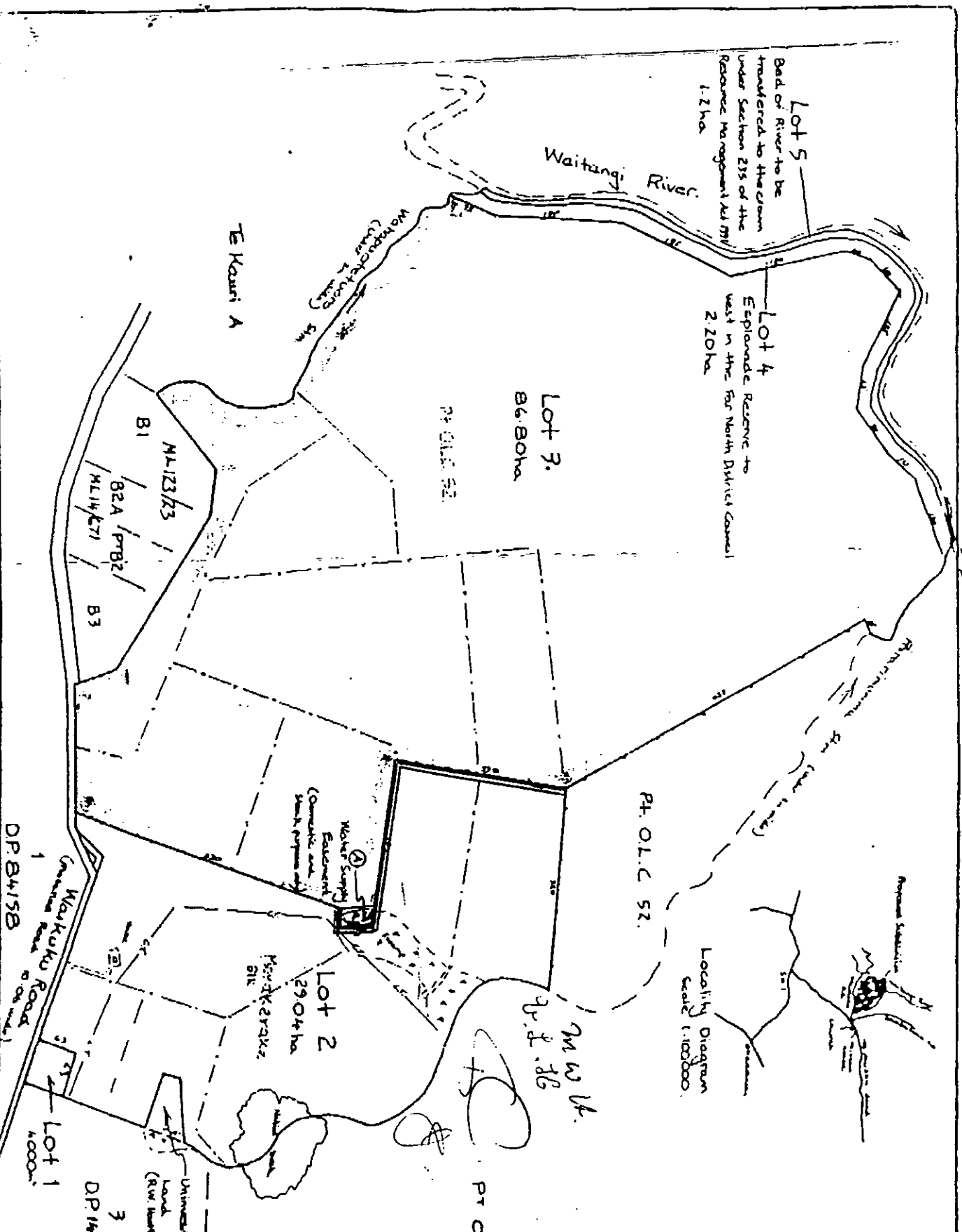
*W. Dean*  
(Deputy) Registrar.

Solicitors for the applicant: LAW NORTH PARTNERS  
P O BOX 633, DX 10403,  
KAIKŌHE  
Attention Mr Litchfield

YON STURMER GILKISON & HEWITT  
 ENGINEERS & ARCHITECTS  
 100 RIVER STREET  
 AUCKLAND

Lots 1-5 Being a proposed Subdivision of Pt OLC 52 and  
 Morakerake Block.

Prepared for  
 R.W. Hout Company Ltd.



Proposed Easements

Proposed Easement	Lot 1	Lot 2
Water Supply	✓	

Note:  
 Areas and measurements are approximate only and subject to final survey.

3  
 DP 145977  
 Registrars

Lot 5 - Bed of River to be transferred to the crown Under Section 235 of the Resource Management Act 1991 1.2ha

Lot 4 - Easement Reserve to west in the Far North District Council 2.20ha

Locality Diagram  
 Scale 1:100000



~~in consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer to the said~~

~~att~~

~~estate and interest in the~~

~~said land above described~~

In witness whereof these presents have been executed this  
day of October 1992

30<sup>th</sup>

SIGNED by the abovenamed )  
KENNETH LESLIE CATHCART )  
in the presence of: )

*[Handwritten signature]*

*[Handwritten signature: Kenneth Leslie Cathcart]*

SIGNED by the abovenamed )  
JUDITH BARBARA CATHCART )  
in the presence of: )

*[Handwritten signature]*

*[Handwritten signature: Judith Barbara Cathcart]*

~~In witness whereof these presents have been executed this~~

30<sup>th</sup>

~~day~~

~~of October~~

~~1992~~

Signed by the above named

R.W. HOULT & COMPANY LIMITED

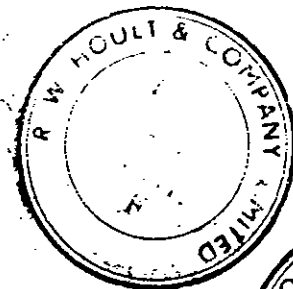
~~XXXXXXXXXXXX~~

by the affixing of its Common Seal  
in the presence of:

per pro R. W. HOULT & COMPANY LTD.

B. L. Hoult ..... Director

M. W. Hoult ..... Director/Secretary



No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

*[Handwritten Signature]*

SOLICITOR FOR THE TRANSFEREE

R.W. HOULT & CO. LTD

Transferor

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

*[Handwritten Signature]*

SOLICITOR FOR THE TRANSFEREE

K.L. & J.B. CATHCART

Transferee

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

SOLICITOR FOR THE TRANSFEREE

Assistant / District Land Registrar

of the District of

MARSDEN WOODS INSKIP & SMITH  
BARRISTERS & SOLICITORS  
WHANGAREI

Solicitors for the Transferee

2.41 07.MAY 93 C 478545  
PARTICULARS ENTERED IN THE  
LAND REGISTRY AUCKLAND  
ASST LAND REGISTRAR



*TRC*  
*908/235*  
*908/234*



**TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
Land Transfer Act 1952

NL  
—

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

North Auckland

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

(i) 90B	234	Part	1082 s.m. Lot 1 DP 185433	10GKJ1 15/10/1998 44174 NZ Stamp Duty - DENOTING FEE Self assessed duty \$0.00
(ii) 90B	235	Part	1484 s.m. Lot 2 DP 185433	

Transferor Surnames must be underlined

**Maurice William HOULT (as to the land first described) and Robert William BROWN and Susan Eleanor BROWN (as to the land secondly described)**

Transferee Surnames must be underlined

**Robert William BROWN and Susan Eleanor BROWN (as to the land first described) and Maurice William HOULT (as to the land secondly described)**

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

**(i) Fee simple reserving a right of way (continued on page 2 Annexure Schedule)  
(ii) Fee simple reserving a water supply easement (continued on page 2 Annexure Schedule)**

Consideration

**In consideration of equality of exchange the parties have agreed to exchange their respective lands**

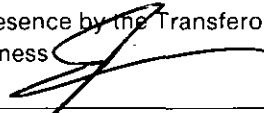
Operative Clause

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

Dated this 3<sup>rd</sup> day of October 1998

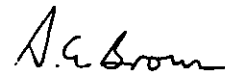
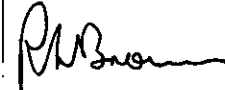
Attestation

Signed in my presence by the Transferor Robert William BROWN and Susan Eleanor BROWN as Transferor and Transferee

Signature of Witness 

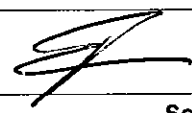
**Witness to complete in BLOCK letters (unless typewritten or legibly stamped)**

Witness name Doreen Duncan Beer  
Occupation Solicitor  
Address Kaikohe

Signature, or common seal of Transferor   


Certified correct for the purposes of the Land Transfer Act 1952

~~Certified correct for the purposes of the Land Transfer Act 1952 by virtue of Section 24(1) of the Stamp and Cheques Duties Act 1974 (DELETE IN APPLICABLE CERTIFICATE)~~



Solicitor for the Transferee



Annexure Schedule

TRANSFER

Dated

13<sup>th</sup> October 1998

Page

2

of

2

Pages

Continuation of "Estate or Interest or Easement to be created"

(i) The transferor of the land first described shall have a right of way over that part of the land transferred herein being the part marked "B" on Deposited Plan 185433 being forever appurtenant to the land of the transferor contained in Certificate of Title 90B/234.

(ii) The transferor of the land secondly described shall have the Right to Convey Water through that part of the land transferred herein being the part marked "A" on Deposited Plan 185433 to be forever appurtenant to the land of the transferor contained in Certificate of Title 90B/235.

Continuation of "Attestation"

Signed in my presence by the said ~~Robert William BROWN and Susan Eleanor BROWN~~ Maurice William HOULT as Transferor and Transferee

Signature: *M W Houlth*

Signature of Witness: *[Signature]*

Witness name: Doreen Duncan Beer  
Occupation: Solicitor  
Address: Kaikohe

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

*DS* *RWB* *[Signature]* *MWK*


# TRANSFER

## Land Transfer Act 1952

The above/written easements ~~when created will~~  
~~be~~ subject to Section 243(a) Resource  
Management Act 1991

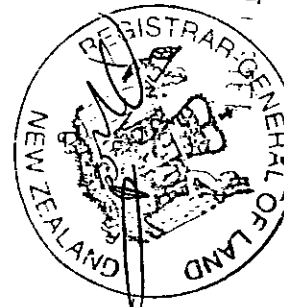
  
for DLZ.

Law Firm Acting
DOREEN BEER SOLICITOR KAIKOHE



Auckland District Law Society  
REF 4135

901 16.AUG99 D 420416.2  
PARTICULARS ENTERED  
LAND REGISTRY  
9/1  
901/234-235





# View Instrument Details

Instrument No. 10313905.2  
 Status Registered  
 Date & Time Lodged 05 May 2017 11:08  
 Lodged By O'Reilly, Frances Mary  
 Instrument Type Easement Instrument

Toitu te  
**Land** whenua  
**Information**  
 New Zealand



**Affected Computer Registers**    **Land District**  
 NA116A/44                                    North Auckland

**Annexure Schedule:** Contains 11 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 D187335.2 has consented to this transaction and I hold that consent

### Signature

Signed by Graeme Leslie McLelland as Grantor Representative on 04/05/2017 03:53 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 Hadleigh Morton Yonge as Grantee Representative on 03/05/2017 05:56 PM

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

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

Land Registration District  
North Auckland

**Grantor**

**ROBERT WILLIAM BROWN and SUSAN ELEANOR BROWN at Kaitiaki**



**Grantee**

**TOP ENERGY LIMITED at Kaitiaki**



**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; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey electricity, telecommunications and computer media	Marked "Q" on Deposited Plan 488711	NA116A/44	In gross



Annexure Schedule 1

Page of Pages

Insert instrument type

Easement Instrument

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

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

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

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

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

the provisions set out in the attached memorandum.

Covenant provisions

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

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

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

[Annexure Schedule \_\_\_\_\_]

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

**Class of instrument in which provisions intended to be included**

Easement

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

**1. Grantee's Rights**

**1.1 The Grantee shall have the following rights and powers:**

1.1.1 to Construct the Works and to remove, inspect, use, operate, repair, maintain, renew, alter, replace, upgrade, add to and modify the Works or any part of the Works on the Easement Area;

1.1.2 to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity and telecommunications signals and computer media by means of the Works;

1.1.3 to undertake all tests, inspections, investigations and surveys that are reasonably necessary for the Grantee to exercise its rights under this Easement Instrument and in so doing the Grantee may:

1.1.3.1 drill for core samples and dig test pits;

1.1.3.2 install and maintain testing and monitoring equipment;

1.1.3.3 take away samples from the Land for analysis;

1.1.4 to enter and remain on the Easement Area and such other part of the Land as is reasonably necessary in the circumstances with or without Vehicles, machinery and/or Equipment and with such personnel (including its employees, agents, contractors and/or consultants) for the purposes of exercising the Grantee's rights under this Easement Instrument and/or for accessing other adjoining land on which the Grantee has similar rights as those set out in this Easement Instrument;

1.1.5 to Construct, inspect, use, repair, maintain, renew, alter, remove and modify roads and access tracks on the Land, to modify adjacent fences (including boundary fences) on the Land and to remove or trim vegetation on the access tracks at the cost of the Grantee to the extent that is reasonably necessary for the Grantee to exercise its rights under this Easement Instrument with these rights to be exercised on the following terms:

1.1.5.1 where any new roads and/or access tracks on the Land are to be constructed such will be constructed by the Grantee as far as is practicably possible to enhance the land use operations on the Land by the Grantor;



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

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

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

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

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

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

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

1.2.1 May use its nominated employees, agents, consultants or contractors to perform the Works;

1.2.2 Will meet the full costs of the Works it undertakes;

1.2.3 For the avoidance of doubt the Grantee may enter on to the Land and undertake the Works on any day of the year including days which are not Working Days subject to the provisions of the Entry Notice given by the Grantee under clauses 5.1 and 5.2 of this Easement Instrument.

## **2 Grantee's obligations**

- 2.1 The Grantee will use its reasonable efforts to cause as little interference as practical to the Grantor, any crops or livestock and any farming activities on the Land. The Grantee shall at its expense in all things make good and reinstate the Land as and when same shall require reinstatement to ensure that the Land is left in as nearly as possible the same condition as it was at the time of the commencement of the Grantee's rights hereunder.
- 2.2 Where any disturbance, damage or loss is incurred or suffered by the Grantor or the Land during any entry onto the Land by the Grantee to construct, repair, maintain, modify, replace, renew or remove the Works or any part of the Works, which is not remedied by the Grantee under clause 2.1, for example but without limitation, a business loss in respect of a business located on the Land, the Grantee shall compensate the Grantor for such disturbance, damage or loss.
- 2.3 The Grantee will bear the costs of managing vegetation on the Easement Area (excluding pasture land) including removing trees and other vegetation but will not be responsible for the cost of controlling weeds or removing any vegetation which is planted by the Grantor in breach of this Easement Instrument.
- 2.4 The Grantee will bear the whole cost of maintaining the Works, apart from any Works which the Grantor and Grantee have agreed are to become the property of the Grantor, and any additional costs resulting from the Grantor's breach of this Easement Instrument for which the Grantee can recover the costs under this Easement Instrument.
- 2.5 The Grantee will upon request provide to the Grantor copies of the Grantee's plans indicating the agreed access routes over the Land used by the Grantee in accessing the Works.
- 2.6 The Grantee has no obligation to construct the Works or to convey electrical energy and power or telecommunications through them, after construction, continuously or at all.
- 2.7 In the event that the Grantee shall clear the Easement Area and/or any other part of the Land or open up the soil of same as contemplated by clauses 1.1.7 and/or 1.1.8 hereof, the resulting material shall be removed by the Grantee from the Land and deposited off-site at the expense in all things of the Grantee unless the Grantor and the Grantee shall otherwise agree.

## **3 Grantor's Rights**

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

**4 Grantor's obligations**

4.1 The Grantor will not, without the prior written consent of the Grantee (which will not be unreasonably withheld or delayed), do, procure, assist or allow the following to be done:

4.1.1 alter or disturb the present grades and contours of the surface of the Easement Area except in the course of normal farming and grazing operations (but subject to the restrictions set out in this Easement Instrument);

4.1.2 erect any building or other structure (including fences) on the Easement Area;

4.1.3 plant any vegetation on the Easement Area (excluding pasture);

4.1.4 operate any Equipment or Vehicles on the Easement Area within a minimum clearance distance of 4 metres from any electricity transmission line conductor;

4.1.5 excavate or deposit material on the Easement Area;

4.1.6 impede the Grantee's access over the Easement Area and any agreed access routes over the Land or damage the surface of the agreed access routes;

4.1.7 knowingly cause or permit flooding of the Easement Area except where such flooding occurs naturally and is beyond the control of the Grantor;

4.1.8 light any fires or burn off vegetation within the Easement Area;

4.1.9 object to, advocate against, oppose or impede any consent, approval or right sought, or any action taken, by the Grantee pursuant to the Grantee's rights under clause 1.1;

4.1.10 do any other thing on the Land which may cause damage to the Works or endanger the continuity or safety of the supply and distribution of electricity or otherwise impede, interfere with or prejudice any right of the Grantee set out in clause 1.1.

**5 Access**

5.1 Where the Grantee together with or through its engineers, consultants, employees, contractors, workmen and anyone else authorised by the Grantee intends to enter upon the Land to exercise and give effect to the rights of the Grantee as listed in clauses 1.1.1 through 1.1.9 of this Easement Instrument the Grantee must give at least 10 Working Days notice ("the Entry Notice") to the Grantor except in an Emergency Situation, when prior notice is not required and the provisions of clause 5.6 of this Easement Instrument apply.

5.2 An Entry Notice is to identify the Works the Grantee intends to carry out with the Entry Notice to specify:

5.2.1 the location of the proposed entry;

5.2.2 the area on which the Works will be undertaken by the Grantee;

- 5.2.3 the nature of the Works to be undertaken;
- 5.2.4 the date and time of initial entry;
- 5.2.5 the length of time that the Grantee expects to be on the Land; and
- 5.2.6 the nature of all other works that are to be undertaken on the Land in accordance with the rights granted pursuant to clause 1.1.
- 5.3 Upon receipt of an Entry Notice from the Grantee of its intention to exercise the right of entry provided for in clause 5.1 the Grantor may set reasonable conditions relating to the timing of entry and the access route and as to the other matters set out in the Entry Notice but those conditions may not:
- 5.3.1 Delay the exercise of entry by the Grantee by more than 15 Working Days; or
- 5.3.2 Require monetary or other consideration; or
- 5.3.3 Otherwise defeat the ability of the Grantee to exercise effectively the rights granted under this Easement Instrument
- 5.4 Any dispute between the Grantor and the Grantee in relation to the terms of the Entry Notice or of the conditions set by the Grantor pursuant to this clause shall constitute a dispute which is to be resolved using the dispute resolution procedure set out in clause 11 of this Easement Instrument.
- 5.5 The Grantee, in entering the Land, will take all reasonable steps to minimise inconvenience to the Grantor, including (but without limitation);
- 5.5.1 The time of entry (unless this is not possible due to an Emergency Situation);
- 5.5.2 Leaving gates as they are found;
- 5.5.3 Driving in a safe manner and taking reasonable steps not to disturb stock; and
- 5.5.4 Avoiding access through any specific areas within the Land which have been identified by the Grantor to the Grantee unless necessary to access the Works,
- but without limiting the rights of the Grantor to claim under clause 2.2 of this Instrument.
- 5.6 Where entry is effected by the Grantee due to an Emergency Situation the Grantee shall as soon thereafter as is reasonable give an Entry Notice to the Land Owner or the Land Occupier such Entry Notice to be in terms of clause 5.2 of this Instrument.
- 6 Breach of respective obligations**
- 6.1 If the Grantor wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement Instrument, the Grantee shall be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantee from the Grantor as a debt. Where the Grantee considers it

reasonable in the circumstances, prior to remedying the breach, the Grantee will give notice of the breach to the Grantor and allow the Grantor a reasonable period to remedy the breach.

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

## **7 Health and safety**

- 7.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Land at the request of the Grantee.
- 7.2 The Grantor will comply with all obligations imposed on the Grantor at law as owner of the Land relating to the health and safety of persons on the Land.
- 7.3 The Grantee will comply with any reasonable obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons on the Land.

## **8 Ownership**

- 8.1 The Works and Vehicles or any other property of the Grantee will not, for any reason, become the property of the Grantor and will at all times remain the property of the Grantee, except in relation to any Works which the Grantee and the Grantor have agreed are to become the property of the Grantor.
- 8.2 The Grantee may transfer, assign, sublet, lease or licence all of its rights created by this Easement Instrument provided that the assignee, sublessee, transferee, lessee or licensee is financially solvent and has the financial resources to meet the Grantee's commitments under this Easement Instrument.

## **9 No power to terminate**

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

## **10 Compliance with laws**

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

**11 Dispute resolution**

- 11.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations contained within this Easement Instrument, the parties will enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they agree upon.
- 11.2 If the dispute is not resolved within 10 Working Days then any party may at any time serve a mediation notice on the other party requiring the dispute be referred to mediation. The mediation notice shall set out the nature of the dispute. The parties shall in good faith endeavour to agree upon a mediator within 5 Working Days of the date of service of the mediation notice. If the parties cannot agree on the mediator, the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent mediator. The mediator's costs are to be borne equally by the parties.
- 11.3 If the dispute is not resolved within 20 Working Days of the date on which the mediation notice is served, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent arbitrator.
- 11.4 Any arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

**12 Severability**

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

**13 Governing law**

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

**14 No waiver**

- 14.1 A waiver of any provision of this Easement Instrument shall not be effective unless given in writing and then it shall be effective only to the extent that it is expressly stated to be given.
- 14.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

**15 Definitions**

- 15.1 In this Easement Instrument unless the context requires otherwise:

- 15.1.1 "Construct" means to build, construct, erect, install or lay the Works, access tracks, roads, gates and/or fences contemplated by this Easement Instrument and includes anything that is reasonably necessary to give full effect to this Easement Instrument including removing soil and water from the Easement Area subject always to the provisions of clause 2.7 of this Easement Instrument;
- 15.1.2 "Easement Area" means that part of the Land shown in Schedule A of this Easement Instrument;
- 15.1.3 "Emergency Situation" means, a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity;
- 15.1.4 "Entry Notice" means the notice to be given pursuant to clause 5.1 of this Easement Instrument;
- 15.1.5 "Equipment" means cables, lines, wires, cranes, drilling rigs, Vehicles, plant, tools and machinery and all material and items required for the purpose of exercising any of the rights under this Easement Instrument;
- 15.1.6 "Land" means the Servient Tenement identified in Schedule A of this Easement Instrument;
- 15.1.9 "Temporary Period" or "Temporary Periods" means such period or periods of time as are reasonable for the sole purpose or purposes of the Grantee occupying such part or parts of the Land as it requires for the purposes set out in clauses 1.1.1 through 1.1.9 and as detailed in the Entry Notice;
- 15.1.10 "Vehicles" means four wheel drives, motorbikes, cars and trucks, tractors, trailers, graders, pile drivers, drilling rigs, cranes, helicopters, aircraft, excavation and earthmoving equipment, whether wheeled or tracked;
- 15.1.11 "Working Day" means any day of the week other than:
- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Northland Anniversary Day and Labour Day; and
  - (b) A day in the period commencing on the 24<sup>th</sup> day of December in any year and ending on the 5<sup>th</sup> day of January in the following year, both days inclusive.
- 15.1.12 "Works" means electrical and telecommunications works and computer media and includes all or any part of any cables (including fibre optic cables), wires, earthwires, conductors, poles, pole structures, insulators, foundations, tunnels, buildings, repeaters, pipes, bridges, ground stays, supports, casings, devices, appliances, antennae, metering devices and other apparatus, structures, fixtures and Equipment as are reasonably necessary to give effect to the Grantee's rights under this Easement Instrument to install and operate an electricity transmission network.

## 16 Interpretation



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

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





# View Instrument Details

**Instrument No.** 12710086.3  
**Status** Registered  
**Date & Time Lodged** 28 Apr 2023 16:41  
**Lodged By** Scully, Simone Marie  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Records of Title	Land District
1124163	North Auckland
1124164	North Auckland

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**Annexure Schedule** Contains 2 Pages.

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## Signature

Signed by Danielle Meddings as Territorial Authority Representative on 23/05/2023 11:28 AM

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

## THE RESOURCE MANAGEMENT ACT 1991

### SECTION 221: CONSENT NOTICE

#### REGARDING RC-2220808-Stage 1

Being the Subdivision of Lot 1 DP 198391 & Lot 1 DP 185433  
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 2 DP 589598

- (a) The consent holder and or any future titleholder shall not increase or further increase the impermeable surfaces over the permitted threshold of the net site area, without implementing stormwater management and mitigating measures in accordance with Council's current Engineering Standards. The design shall accommodate for storm events up to and including the 1% annual exceedance probability plus an allowance for climate change and shall be prepared by a Chartered Professional Engineer or suitably qualified person, to the satisfaction of Councils' Development Engineer or delegated representative.
- (b) Without the prior approval of the Council, no building shall be erected, nor any works which increase impermeable surfaces be undertaken, nor any planting or structure placed which may create a flow obstruction, on any area of the site which has been proposed as a secondary / overland (Q<sub>100</sub>) flow path (labelled as "relic gully" in Lands and Survey Ltd Site Suitability Report (Rev 4) dated 26/05/2022).
- (c) The property is identified as being within a kiwi high density zone. No occupier of, or visitor to the site, shall keep or introduce to the site carnivorous or omnivorous animals (such as cats, dogs or mustelids).

**Lot 3 DP 589598**

- (d) The owner shall preserve the indigenous trees and bush as indicated on the survey plan as Area X and shall not without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council, cut down, damage or destroy any of such trees or bush. The owner shall be deemed to be not in breach of this prohibition if any of such trees or bush shall die from natural causes not attributable to any act or default by or on behalf of the owner or for which the owner is responsible.

SIGNED:



Mr Simeon Alistair McLean - Authorised Officer

By the FAR NORTH DISTRICT COUNCIL

Under delegated authority:

TEAM LEADER – RESOURCE CONSENTS

DATED at **KERIKERI** this 28<sup>th</sup> day of April 2023

## Natalie Watson

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**From:** chris purdie <riclee16@hotmail.com>  
**Sent:** Wednesday, 20 March 2024 10:56 am  
**To:** Natalie Watson  
**Subject:** Fwd: RC2220808 - 68 Waikuku Road, Waimate North

Copy of NTA letter attached

Get [Outlook for iOS](#)

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**From:** chris purdie <riclee16@hotmail.com>  
**Sent:** Wednesday, March 20, 2024 9:48:15 AM  
**To:** Alistair Lambie <Alistair.Lambie@fndc.govt.nz>  
**Subject:** Fwd: RC2220808 - 68 Waikuku Road, Waimate North

Alistair. Copy of Elizabeth's email n

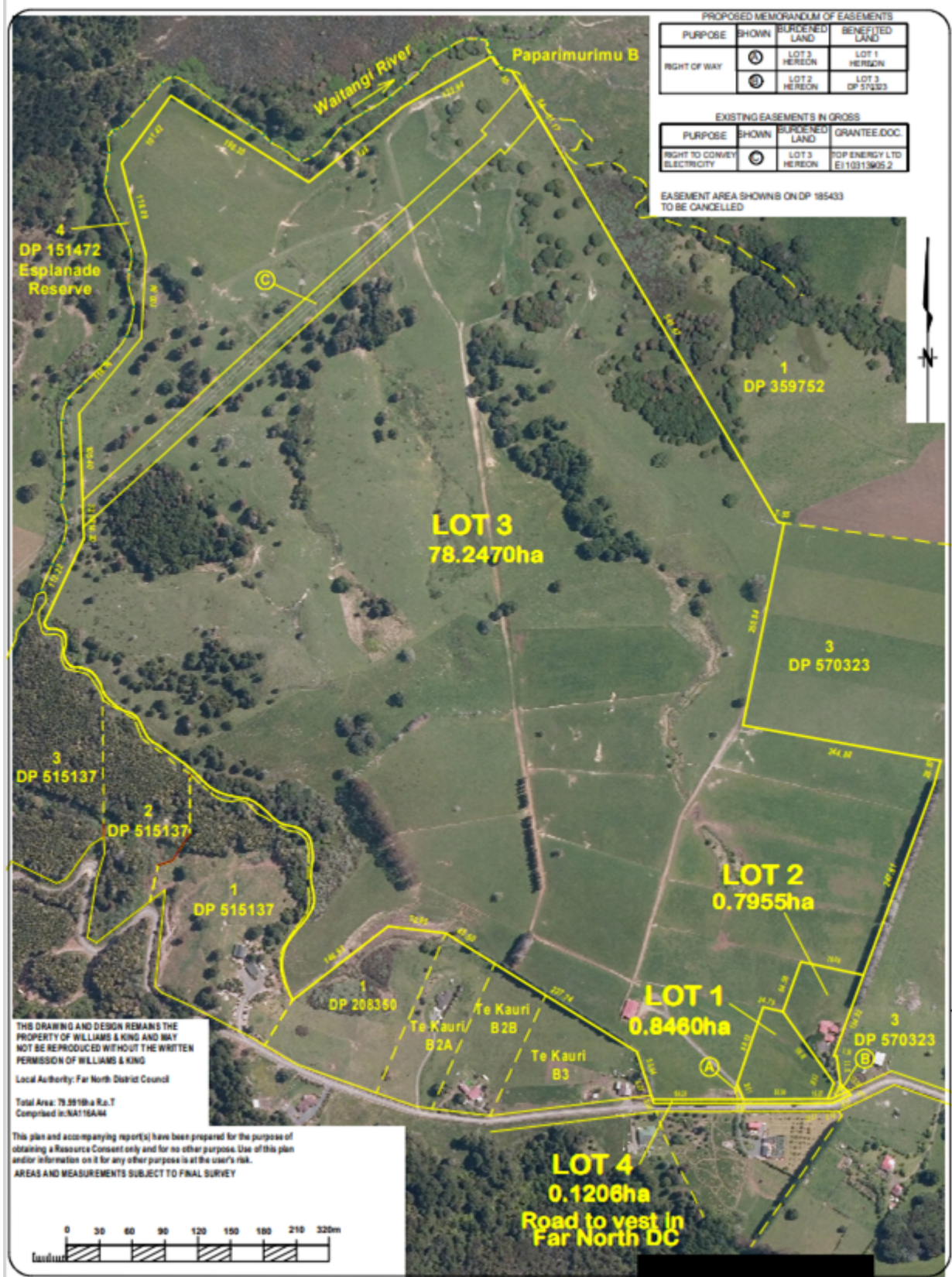
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**From:** Elizabeth Stacey | NTA <Elizabeth.Stacey@nta.govt.nz>  
**Sent:** Tuesday, March 12, 2024 3:02:50 PM  
**To:** Alistair Lambie <Alistair.Lambie@fndc.govt.nz>  
**Cc:** riclee16@hotmail.com <riclee16@hotmail.com>; Pravin Singh | NTA <pravin.singh@nta.govt.nz>  
**Subject:** RC2220808 - 68 Waikuku Road, Waimate North

Alistair;

I have spoken to Chris, the applicant for 68 Waikuku Road. I believe the condition of consent that Waikuku Road is upgraded to Rural Type B standard was made in error (by NTA). I don't have the exact language of his consent, however there should not be a requirement to upgrade to this standard for this size subdivision. We accept the vesting of a portion of Lot 4, however the road upgrade is not required. I am unsure how to remedy this for the applicant; does it require a variation of condition or is NTA able to just state that the road is satisfactory? Thanks for the help, let me know what further information is needed from me.



Kind Regards,

**Elizabeth Stacey**

**Road Safety & Traffic Engineer** | Northland Transportation Alliance

# NORTHLAND TRANSPORTATION ALLIANCE



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