

# Application for change or cancellation of resource consent condition (S.127)

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

If yes, who have you spoken with? \_\_\_\_\_

## 2. Type of Consent being applied for

Change of conditions (s.127)

## 3. Consultation:

Have you consulted with Iwi/Hapū?  Yes  No

If yes, which groups have you consulted with?

Who else have you consulted with?

*For any questions or information regarding iwi/hapū consultation, please contact Te Hono at Far North District Council [tehonosupport@fndc.govt.nz](mailto:tehonosupport@fndc.govt.nz)*

## 4. Applicant Details:

Name/s:

Porth Krag Limited

Email:

Phone number:

Postal address:

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

Office Use Only  
Application Number:

## 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

Email:

Phone number:

Postal address:

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

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

## 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:

As per applicant details.

Property Address/  
Location:

Postcode

## 7. Application Site Details

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

Name/s:

Site Address/  
Location:

367 Taratara Road, Kaeo

Postcode

0479

Legal Description:

Lot 2 DP 463722

Val Number:

00131-06000

Certificate of title:

614257

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

## 7. Application Site Details (continued)

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.*

## 8. Detailed description of the proposal:

This application relates to the following resource consent:

Specific conditions to which this application relates:

Describe the proposed changes:

## 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

Regional Council Consent (ref # if known)

National Environmental Standard consent

Other (please specify)

## 11. 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 (including consultation from iwi/hapū).*

Your AEE is attached to this application  Yes

## 12. Draft Conditions:

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

If yes, do you agree to extend the processing timeframe pursuant to Section 37 of the Resource Management Act by 5 working days?  Yes  No

## 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 in full) Porth Krag Limited

**Email:**

**Phone number:**

**Postal address:**  
(or alternative method of service under section 352 of the act)

### Fees Information:

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

### Declaration concerning Payment of Fees:

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

**Name:** (please write in full) William Edward Kenneth Watts

**Signature:** (signature of bill payer)

**Date** 12-Feb-2025

**MANDATORY**

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

### 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: (please write in full)

Natalie Watson

Signature:

Date 12-Feb-2025

*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)
- Details of your consultation with Iwi and hapū
- 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 (Standard Provisions) of the Operative District Plan for details of the information that must be provided with an application. This contains more helpful hints as to what information needs to be shown on plans.

# **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)

Ref: 24120

11 February 2025

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

Dear Sir or Madam,

**Re: Proposed Variation of RC 2240044 for Porth Krag Limited**  
**367 Taratara Road, Kaeo**

Please find enclosed an application form in support of our clients' request to vary the consent conditions of RC 2240044.

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

Porth Krag Limited was granted subdivision consent to undertake a subdivision as a discretionary activity in the Rural Production Zone of the Operative Far North District Plan. RC 2240044 is appended in **Attachment 1**. The approved subdivision creates one additional title.

The subject site is legally described as Lot 2 DP 463722, held in Record of Title 614257. The Record of Title is provided in **Attachment 2**. It is located at 367 Taratara Road, in Kaeo.

The subject site is located in a rural setting, and contains an existing dwelling which is positioned on the crest of a small hill within Lot 1. Lot 2 contains a half round shed / barn, which is located near Taratara Road towards the southern end of the lot. The site is predominantly in pasture with contours ranging from rolling to moderately steep. Various areas of scattered trees and vegetation are present, including within the land covenant area 'C' on Lot 2.

**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  
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)

Condition 3(a) of RC 2240044 requires the consent holder to upgrade the vehicle crossing serving Lot 2 to the standard FNDC/S/6B (no sealing), and condition 3(b) requires them to provide evidence to Council that this work has been completed.

The existing vehicle crossing to Lot 2 serves an existing barn. A more preferable vehicle crossing location to serve a future dwelling on Lot 2 is likely located further to the south west, where site distances at the crossing are improved, and a likely future house site is more accessible. As the final house site position is not defined, and there are no conditions of RC 2240044 which require any particular building envelope, it is considered preferable that a vehicle crossing be formed to the appropriate standard at the time that Lot 2 is developed for residential use.

To that end, it is proposed that Conditions 3(a) and 3(b) be deleted, and that a new consent notice condition be added to require that the lot owner is to obtain a permit or permission from Council as to the siting, earthworks, formation and drainage of such access in terms of the Council's control of Vehicle Crossings Bylaw or engineering standards, prior to establishing a residential dwelling. This appears to be the most recent wording for this type of subdivision consent notice condition, where the formation of a vehicle crossing is deferred. The requirement to obtain a vehicle crossing permit is appropriate as the exact vehicle crossing location has not been defined.

This is considered to be a more efficient method of requiring a suitable vehicle crossing to Lot 2.

The existing crossing would be retained in its current state for farm vehicles only.

The purpose of this application is therefore to delete conditions 3(a) and (b), and to include a new consent notice condition requiring formation of a vehicle crossing at the time of a residential dwelling being established on Lot 2. A minor adjustment to one of the General Advice Notes will also need to be updated.

## **2. Description of Variation**

Changes to the conditions of RC 2240044 are proposed, as outlined below.

Proposed insertions are shown in bold and underlined. Deletions are struck through.

- ~~3. Prior to the issuing of a certificate pursuant to section 224(c) of the Act, the consent holder must:~~
- ~~a. Upgrade the vehicle crossing serving Lot 2 to the standard FNDC/S/6B (no sealing), and~~
  - ~~b. Provide evidence to Council the vehicle crossing serving Lot 2 has been upgraded, as required by condition 3(a).~~

**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  
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)

4. Secure the conditions below by way of a Consent Notice issued under section 2211 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:

**h. In conjunction with an application for building consent, the lot owner is to obtain a permit or permission from the Council as to the siting (from a traffic safety point-of-view), earthworks, formation and drainage of such access in terms of the Council's Control of Vehicle Crossings Bylaw or engineering standards.**

General Advice Notes

6. Any damage done to the road carriageway while upgrading **forming** the vehicle crossing to Lot 2 will need to be repaired at the expense of the consent holder.

### **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.*

The decision on the original application concluded that *"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."*<sup>1</sup>

The changes sought will not have any implications in terms of off-site effects. There are no residential buildings near the balance of Lot 2's road frontage, and an alteration in vehicle crossing location will not produce any effects such as dust nuisance or traffic issues. Additionally, it is noted that the applicant owns the land on the opposite side of Taratara Road, as indicated in Figure 1 below. As such, it is considered that the proposal will not result in any person being adversely affected.

---

<sup>1</sup> Refer to 'Reasons for the Decision' (1) of RC 2240044.



# SURVEY & PLANNING SOLUTIONS (2010) LTD

Trading as **Von Sturmers** in Kaitiata and **Williams & King** in the Bay of Islands

LAND SURVEYORS - RESOURCE PLANNERS

[www.saps.co.nz](http://www.saps.co.nz)

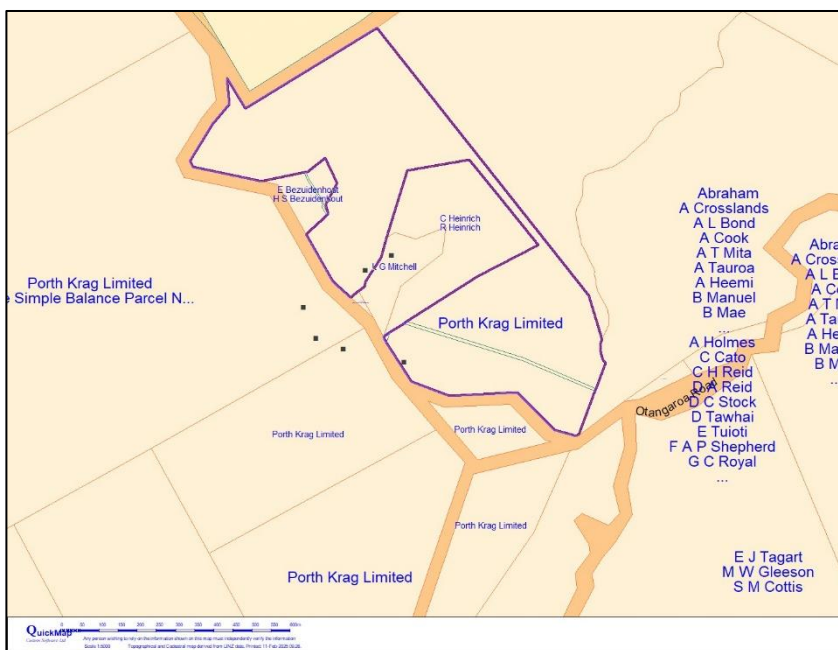


Figure 1: Cadastral Map Highlighting Application Site with Owner Details Shown.

## 4. Assessment of Environmental Effects

The following assessment of environmental effects focuses on the effects of the proposed change to RC 2240044 as set out under the 'Description of Variation'.

### 4.1 Property Access

There will be no increase in traffic volumes arising from the proposed variation.

The new crossing will need to be positioned to maximise visibility based on the operating speed of the relevant section of Taratara Road, which could either be located midway along straighter sections of the road or at the bends. Reduced operating speeds of the road arise from its winding alignment and metalled surface. There are multiple possible entrance locations that would attain the same or improved visibility compared with the existing crossing to the shed on Lot 2, and the suitability of a proposed crossing will need to be confirmed at the vehicle crossing permit stage. In this respect, the proposal is not considered to have any adverse effects in terms of traffic safety.

Earthworks would be required to form a new vehicle crossing at building consent stage; however, these will affect a localised area of land, and not be dissimilar to the earthworks required to improve the existing vehicle crossing to the shed on Lot 2 as per the current conditions (this would require improvement to the angle of the crossing). Existing advisory notes related to erosion and sediment control will remain in place. The potential adverse effects of earthworks arising from the proposed variation are considered negligible.

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

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

**Williams & King**  
27 Hobson Ave  
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)

Finally, by allowing the formation of a vehicle crossing for residential use to be deferred until the building site is known, this will avoid the potential for unnecessary works associated with upgrading the existing vehicle crossing, and is considered to be a more efficient outcome.

In summary, it is considered that the proposed variation can proceed without generating any adverse effects on the natural or physical environment that exceed a negligible level.

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

### **5.1 Operative District Plan**

The proposed variation does not result in any change to the overall 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 proposed variation will not alter the activity status under the Proposed District Plan.

## **6. Statutory Assessment**

### **6.1 Regional Policy Statement**

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, Rural Production Zone and Subdivision Sections of the Operative District Plan, as set out in the 'Reasons for the Decision' for RC 2240044.

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

The proposal continues to be consistent with the relevant objectives and policies of the Proposed District Plan, as set out in the 'Reasons for the Decision' for RC 2240044.

**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  
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)

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

The RC 2240044 decision states that “*For this resource consent application, the relevant provisions of both an operative and any proposed plan must be considered. Weighting is relevant if different outcomes arise from assessments of objectives and policies under both the operative and proposed plans. As the outcomes sought are the same under the operative and the proposed plan frameworks. The proposal is not contrary to the objectives or policies of either plan. Therefore, no weighting is necessary.*” This continues to be the case.

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

The varied 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 2240044
2. Record of Title 614257

**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  
Telephone: 09 407 6030  
Email: [kerikeri@saps.co.nz](mailto:kerikeri@saps.co.nz)

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

## Decision

Pursuant to section 34(1) and sections 104, 104B, 106 and Part 2 of the Resource Management Act 1991 (the Act or the RMA), the Far North District Council **grants** subdivision resource consent for a Discretionary Activity, subject to the conditions listed below to:

<b>Council Reference:</b>	2240044-RMASUB
<b>Applicant:</b>	Porth Krag Limited
<b>Property Address:</b>	367 Taratara Road, Kaeo 0479
<b>Legal Description:</b>	LOT 2 DP 463722

### The activity to which this decision relates is listed below:

To undertake a two-lot subdivision to create one additional lot on a site in the Rural Production Zone as a Discretionary Activity.

## Subdivision Conditions

Pursuant to sections 108 and 220 of the Act, this consent is granted subject to the following [conditions](#):

1. The works shall be carried out in accordance with the approved drawings and documents provided with the application, specifically Scheme Plan - "Proposed Subdivision of Lot 2 DP 463722" by Williams and King (Ref 24120 dt. 06/2023) attached to this permit/consent with the Council's Approved Stamp affixed to them.

### Survey plan approval (s223 RMA) conditions

2. Prior to the approval of the survey plan pursuant to section 223 of the Act, the consent holder shall show:
  - a. The bush protection covenant for Area C shown on the Scheme Plan referenced in Condition 1.
  - b. All existing easements.

### Section 224(c) RMA compliance conditions

3. Prior to the issuing of a certificate pursuant to section 224(c) of the Act, the consent holder must:
  - a. Upgrade the vehicle crossing serving Lot 2 to the standard FNDC/S/6B (no sealing), and

- b. Provide evidence to Council the vehicle crossing serving Lot 2 has been upgraded, as required by condition 3(a).
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 indigenous vegetation within area 'C' shall not be cut down, damaged, or destroyed without prior written consent of the Council. Such consent may be given in the form of a resource consent. The owner shall be deemed to be not in breach of this prohibition if any such vegetation dies from natural causes which are not attributable to any act or default by or on behalf of the owner or for which the owner is responsible. **[Lot 2]**
  - b. At the time of lodging an application for building consent on any of the lots the building applicant is to provide a report from a Chartered Professional Engineer with recognised competence in relevant geotechnical and structural matters, which addresses the site's investigation undertaken, sets out the specific design of the building's foundations and indicates the programme of supervision of the foundation construction. **[Lot 2]**
  - c. In conjunction with the construction of any future dwelling on Lot 2, the lot owner shall submit for the approval of Council a report prepared by a suitably independently qualified person, detailing the on-site retention and flow attenuation of stormwater from the site such that the flow is limited to the predevelopment level for rainfall events up to those with a 10% AEP plus allowance for climate change. **[Lot 2]**
  - d. In conjunction with the construction of any building which includes a wastewater treatment & effluent disposal system the consent holder/applicant shall submit for Council approval a TP58 Report prepared by a Chartered Professional Engineer or an approved TP58 Report Writer. The report shall identify a suitable method of wastewater treatment for the proposed development along with an identified effluent disposal area plus a 100% reserve disposal area. The report shall confirm that all the treatment & disposal system can be fully contained within the lot boundary and comply with the Northland Regional Water & Soil Plan Permitted Activity. **[Lot 2]**
  - e. In conjunction with the construction of any dwelling, and in addition to a potable water supply, a water collection system with sufficient supply for firefighting purposes is to be provided by way of tank or other approved means and to be positioned so that it is safely accessible for this purpose. These provisions will be in accordance with the New Zealand Fire Fighting Water Supply Code of Practice SNZ PAS 4509. **[Lot 2]**
  - f. Electricity supply is not a condition of this consent and power has not been reticulated to the boundary of the lot. The lot owner is responsible for the provision of a power supply to operate the on-site aerobic wastewater treatment plant and any other device which requires electrical power to operate. **[Lot 2]**
  - g. The site is identified as being within a kiwi present zone. Any cats and/or dogs kept onsite must be kept inside and/or tied up at night to reduce the risk of predation of North Island brown kiwi by domestic cats and dogs. **[Lot 1 and Lot 2].**

# Subdivision Advice Notes

## 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. Council has no responsibility for the enforcement of any conditions agreed to as part of any written approvals provided. Any breach of the said conditions will need to be considered as a civil matter.
6. Any damage done to the road carriageway while upgrading the vehicle crossing to Lot 2 will need to be repaired at the expense of the consent holder.
7. All earthworks carried on-site will need to comply with the Erosion and Sediment Control GDO5 Guidelines and be undertaken with an accidental discovery protocol in place.

## 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 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.

2. The application is for a Discretionary Activity resource consent. As such, under section 104B RMA, the Council can consider all relevant matters.
3. In regard to section 104(1)(a) of the Act, the actual and potential effects of the proposal will be acceptable, as:
  - a. The subdivision proposed results in lot shapes and sizes, a built development pattern, and rural character that are consistent with the character of the surrounding area which is used for pastoral activities and rural-residential lifestyle development. The current and future ratio of buildings to open space enabled by the subdivision is appropriate and enables primary production activities to continue to be carried out on both lots. The indigenous vegetation on the south-eastern side of Proposed Lot 2 is part of a Protected Natural Area and this will continue to be maintained and protected via a consent notice in turn maintaining the natural amenity and character of that area.
  - b. There are no activities in the vicinity of the site that would give rise to reverse sensitivity effects. This is due to the surrounding area also being zoned Rural Production and being used for rural-residential lifestyle and pastoral activities.
  - c. Both lots are able to be adequately serviced with on-site management and utility network connections, noting that the existing easements for the site will be carried over for the proposed subdivision.
  - d. The site is not identified as being subject to natural hazards or land instability. As such, the subdivision is not expected to result in nor exacerbate associated effects in relation to those risks noting that no earthworks are proposed under this proposal.
  - e. The proposed subdivision results in one additional lot and traffic volumes from the subdivision are not expected to impact on the safety or function of the road network and can be readily accommodated in that network. The existing crossings and access will be retained, and these have been assessed as complying with the Council engineering standards, and lawful.
  - f. Pastoral and primary production activities are able to continue and take place on the site. This is because the site does not contain highly versatile soils, nor is it classified as highly productive land.
  - g. Cumulative effects of the proposal are likely to be less than minor, as the size and shape of the lots proposed are appropriate for the existing and any future development.
  - h. Whilst part of the site is subject to a statutory acknowledgement area for Ngatikahu ki Whangaroa, the Kakukuraaiki Trust has put forward their support to the proposed subdivision and any future development and associated works on Proposed Lot 2 will take place outside of the statutory acknowledgement area. In this manner, the cultural values associated with the statutory acknowledgement area, as well as the Oraiti River and associated tributaries, are expected to be maintained.
  - i. The impervious area, including any future impervious area, on the site will comply with the zone's impermeable and stormwater management standards and will be mitigated by the stormwater attenuation proposed.

- j. The proposal will also result in positive effects including the facilitation and continuation of greater housing capacity as well as pastoral and primary production activities.
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 consent holder/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. Northland Regional Policy Statement 2016,
  - b. Operative Far North District Plan 2009, and
  - c. Proposed Far North District Plan 2022.

### **Northland Regional Policy Statement 2016 (NRPS)**

The activity is not inconsistent with the provisions of the NRPS because:

- The pattern of built form and lot shape and size that are enabled by the subdivision will be sustainable and able to be supported by infrastructure, including on-site three-waters management and utility network connections. It is also consistent with the lot sizes and shapes that are existing within the surrounding area.
- No hazards have been identified on the site. As such, the subdivision is not expected to create or result in the exacerbation of natural hazards or land instability on- or off-site.
- The indigenous vegetation that is part of the Protected Natural Area on the south-east of Proposed Lot 2 will be protected by way of a consent notice. This will assist in maintaining the natural character and amenity of the indigenous vegetation and Protected Natural Area.
- The subdivision is consistent with maintaining the natural character of the Oraiti River and associated tributaries in relation to the statutory acknowledgement area for Ngatikahu ki Whangaroa. This is because the existing development on Proposed Lot 1 and any future development or activities on Proposed Lot 2 will be outside of the statutory acknowledgement area and no earthworks are proposed.

### **Operative Far North District Plan 2009 (ODP)**

The activity is consistent with the relevant objectives and policies of the ODP because:

- The density proposed to be accommodated on the lots is consistent with that which exists in the surrounding area, as are the proposed lot shapes and sizes.
- The subdivision creates lot sizes and shapes that provide for a sufficient amount of open space and can accommodate on-site wastewater treatment, stormwater attenuation, potable and firefighting water supply, and utility network connections. On-site wastewater treatment, stormwater attenuation, and potable water and



firefighting supply will be provided for Proposed Lot 2 via conditions of consent, which the consent holder/applicant accepts.

- It is possible to construct a dwelling on Lot 2 that is able to comply with development controls for the Rural Production Zone. Pastoral and primary production activities are also able to be accommodated on both lots.
- The subdivision will not compromise the life supporting capacity of natural resources and the indigenous vegetation that is part of the Protected Natural Area to the south-east of the site will be protected and maintained. The site is not identified as sensitive or highly productive land, nor does it contain highly versatile soils.
- The subdivision is able to be adequately serviced with on-site three-waters management and utility network connections.
- Whilst the site is partially subject to a statutory acknowledgement area, Ngatikahu ki Whangaroa have not raised any cultural concerns and have given their support to the proposed subdivision.

### **Proposed Far North District Plan 2022 (PDP)**

The activity will be consistent with the relevant objectives and policies of the PDP because:

- The site is not subject to any natural hazards, nor is the proposal likely to create any new or exacerbate any existing, natural hazards.
- The subdivision is able to be adequately serviced with on-site three-waters management and utility networks and to be connected to the road network via the existing crossings and driveways on the site. The latter have been assessed to comply with the Council engineering standards and the on-site servicing has also been assessed to be acceptable.
- The subdivision does not compromise the achievement of objectives and policies of the Rural Production Zone, specifically:
  - The use of both lots will be mostly pastoral, though rural-residential lifestyle development can also be accommodated and provided for on those lots alongside primary production activities.
  - The size of the lots is appropriate for the location within which the site sits, with some of the surrounding lots being of a similar size to the proposed lots. This is despite the lot sizes not meeting the minimum lot sizes for the zone.
  - Amenity and character values and rural residential character values are maintained.
  - The proposal is not likely to give rise to reverse sensitivity effects.

For this resource consent application, the relevant provisions of both an operative and any proposed plan must be considered. Weighting is relevant if different outcomes arise from assessments of objectives and policies under both the operative and proposed plans.

As the outcomes of the assessment are the same under the operative and the proposed plan frameworks. The proposal is not contrary to the objectives or policies of either plan. Therefore, no weighting is necessary.

6. In regard to section 104(1)(c) of the Act, plan integrity may be considered as “another” matter. The site is considered to have mitigating features, including the vegetation that provides a degree of screening, in addition to a protected natural area and the absence of highly productive land. Additional mitigating factors include the layout of existing development on Proposed Lot 1 in particular, and the potential layout of any future development on Proposed Lot 2. These factors mean that despite the potential for other applications to be lodged that rely on the potential precedent set, there is sufficient differentiation of the proposal that a precedent will not result and the integrity of the plan will not be undermined. Furthermore, every resource consent application is assessed on a case by case basis.
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 (section 7). The activity is not considered to raise any issues in regard to Te Tiriti o Waitangi (section 8).
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 Angela Goodwin – Consultant Resource Planner.

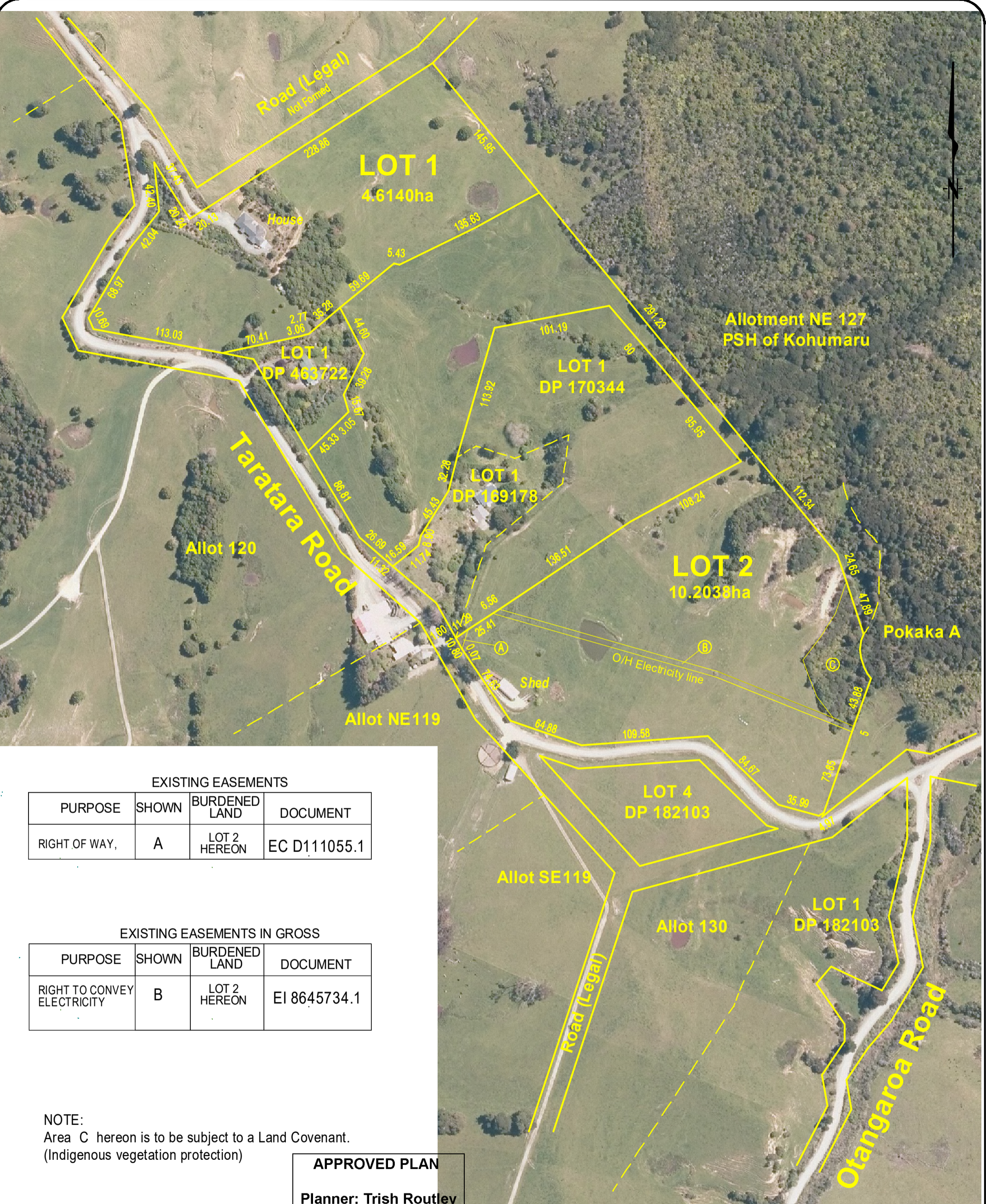
I have reviewed this and the associated information (including the application and electronic file material) and for the reasons and **subject to the conditions above**, and under delegated authority, pursuant to sections 104, 104B and 106 of the Resource Management Act 1991, **grant** this resource consent for subdivision to create one additional lot on the site at 367 Taratara Road, Kaeo in the Rural Production Zone of the Operative Far North District Plan 2009, it having been considered as a Discretionary Activity.



**Alan R Watson**

**Date: 15 December 2023**

**RMA Commissioner**



**EXISTING EASEMENTS**

PURPOSE	SHOWN	BURDENED LAND	DOCUMENT
RIGHT OF WAY,	A	LOT 2 HEREON	EC D111055.1

**EXISTING EASEMENTS IN GROSS**

PURPOSE	SHOWN	BURDENED LAND	DOCUMENT
RIGHT TO CONVEY ELECTRICITY	B	LOT 2 HEREON	EI 8645734.1

**NOTE:**

Area C hereon is to be subject to a Land Covenant.  
(Indigenous vegetation protection)

**APPROVED PLAN**

Planner: Trish Routley  
pp: RStehlin  
RC: 2240044\_RMASUB  
Date: 17/01/2024

AREAS AND MEASUREMENTS SUBJECT TO FINAL SURVEY

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

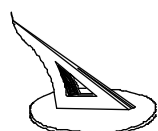
Total Area: 14.8178ha (RoT)  
Comprised in: RT614257

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.

0 30 60 90 120 150 180 210 240m



Prepared for: Porth Krag Limited



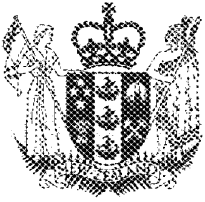
**WILLIAMS AND KING**  
Registered Land Surveyors, Planners &  
Land Development Consultants

Ph: (09) 407 6030 27 Hobson Ave  
Email: kerikeri@saps.co.nz PO Box 937 Kerikeri

**Proposed Subdivision of  
Lot 2 DP 463722**

Name	Date	ORIGINAL SCALE	SHEET SIZE
Survey		1:3000	A3
Design			
Drawn	W&K June 2023		
Rev			

**24120**



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **614257**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 April 2016

**Prior References**

430868

---

<b>Estate</b>	Fee Simple
<b>Area</b>	14.8178 hectares more or less
<b>Legal Description</b>	Lot 2 Deposited Plan 463722

**Registered Owners**

Porth Krag Limited

---

**Interests**

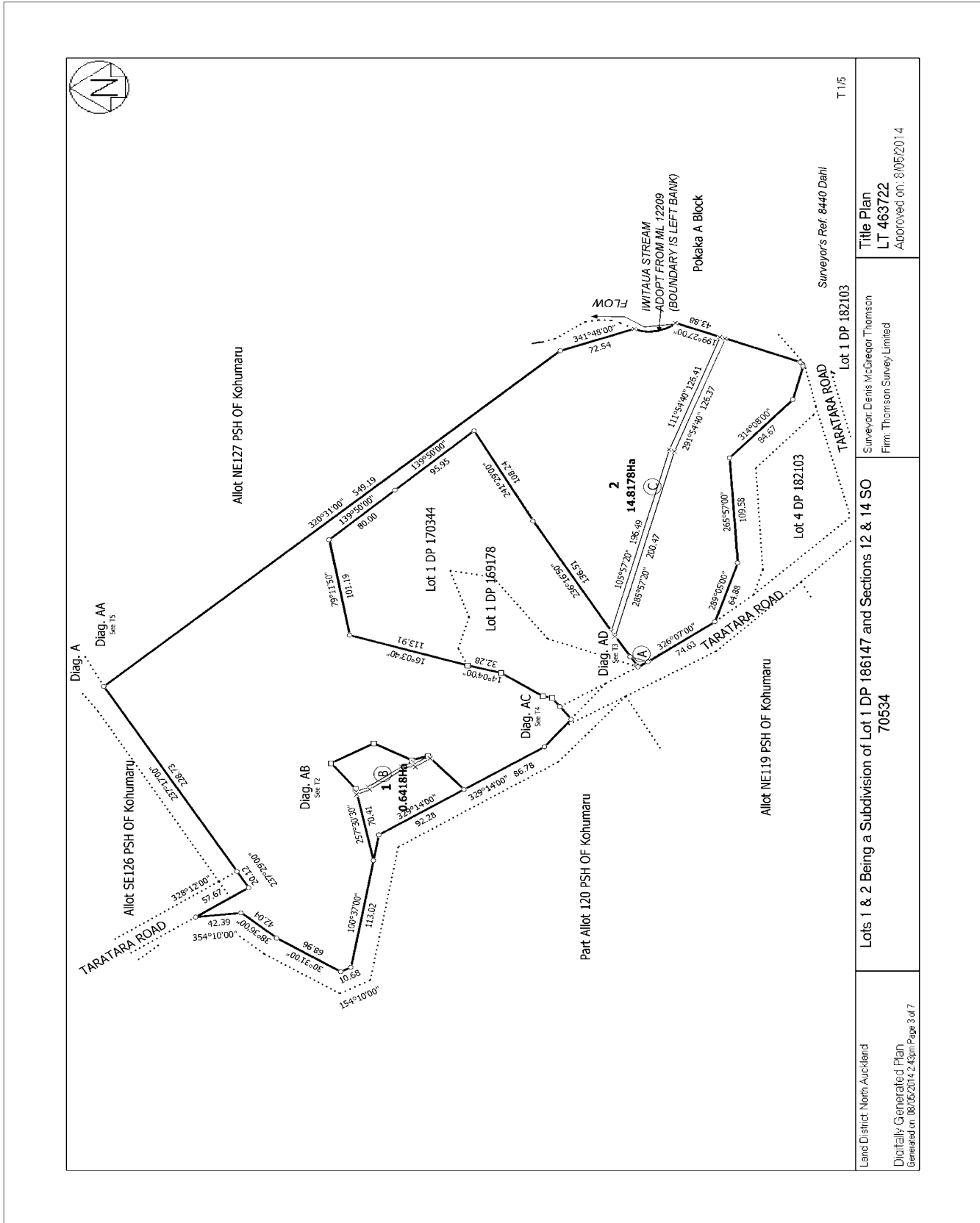
Subject to a right of way over part marked A on DP 463722 specified in Easement Certificate D111055.1 - 21.2.1997 at 2:03 pm

Subject to Section 120 (9) Public Works Act 1981

Subject to a right (in gross) to convey electricity over part marked C on DP 463722 in favour of Top Energy Limited created by Easement Instrument 8645734.1 - 25.11.2010 at 4:10 pm

Appurtenant hereto is a right to convey electricity, telecommunications, computer media and water created by Easement Instrument 10359311.3 - 8.4.2016 at 10:58 am

12049378.3 Mortgage to ASB Bank Limited - 6.4.2021 at 12:36 pm



Land District: North Auckland Digitally Generated Plan Generated on: 08/05/2014 2:43pm Page 3 of 7	Lots 1 & 2 Being a Subdivision of Lot 1 DP 186147 and Sections 12 & 14 SO 70534	Surveyor: Denis McCleagar Thomson Firm: Thomson Survey Limited	Title Plan LT 463722 Approved on: 08/05/2014
--	---	---	--

D111055'1 EC

Approved by the District Land Registrar, South Auckland No. 351560  
Approved by the District Land Registrar, North Auckland, No. 4380/81  
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

## EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

✓/We NORMAN LESLIE DAHL, PERRY NORMAN DAHL and KATHLEEN DAHL, all of Kaeo, farmers

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 19th day of November 19 96 under No. 178222 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

### SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Southwest portion Allotment 127 Parish of Kohumaru	Marked "A"	Lot 1 Deposited Plan 170344	87A/139 and 102A/472

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers: No additions or substitutions





**The National Bank**  
of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

---

**I, BRIAN JOHN MARINO WATERWORTH** Manager Lending Services of Auckland  
in New Zealand HEREBY CERTIFY:

1. THAT by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. THAT at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.
3. THAT at the date of this Certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this

19 day of February 1997



Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Dated this 30<sup>th</sup> day of January 1997

Signed by the above-named

NORMAN LESLIE DAHL

PERRY NORMAN DAHL

KATHLEEN DAHL

in the presence of

.....	<u>Dahl</u>	.....	✓
.....	<u>P.N. Dahl</u>	.....	x
.....	<u>K. Dahl</u>	.....	x

Witness ..... [Signature]

Occupation ..... collektor

Address ..... Kaiala

**EASEMENT CERTIFICATE**

**(IMPORTANT):** Registration of this certificate does not of itself create any of the easements specified herein.

*Correct for the purposes of the Land Transfer Act*

Solicitor for the registered proprietor

CONSENT OF MORTGAGEE

The National Bank of New Zealand Limited as the mortgagee (now) under Memorandum of Mortgage No. C.216202.6 HEREBY CONSENTS to the creation of the easement of right of way referred to in this Easement Certificate

Signed by The National Bank of New Zealand Limited by its attorney

BRIAN JOHN MARINO WATERWORTH

  
(name in full)

In the presence of RICHARD BARRY MILLIGAN

Witness

Occupation

Address

BANK OFFICER

AUCKLAND

PARTICULARS ENTERED  
LAND REGISTRY NORTH  
DISTRICT LAND REGISTRY

203 21 FEB 97 D 11 09 35



874/124  
1024/472

PALMER MACAULEY  
SOLICITORS  
KAIKOHE



### Road Realignment—Taratarua Road, Mangonui

Pursuant to the Public Works Act 1981, and to a delegation from the Minister for Land Information, R. J. Sutherland, Land Information New Zealand:

(a) Pursuant to section 20, declares that, agreements to that effect having been entered into, the land described in the First Schedule to this notice is hereby acquired for road and is vested in the Far North District Council on the date of publication of this notice in the *New Zealand Gazette*.

(b) Pursuant to sections 116 and 117, declares the portions of road adjoining or passing through the land described in the Second, Third and Fourth Schedules to this notice to be stopped and, pursuant to section 120(3):

- (i) the area described in the Second Schedule amalgamated with the land in Computer Freehold Register NA763/48 Limited, subject to mortgage 6229963.3;
- (ii) the area described in the Third Schedule amalgamated with the land in Computer Freehold Register NA115D/356, subject to mortgage 6936861.10; and
- (iii) the area described in the Fourth Schedule amalgamated with the land in Computer Freehold Register NA103A/659.

(c) Declares the land described in the Fifth Schedule to this notice to be taken, under section 119, and amalgamated with the land in Computer Freehold Register NA115D/356, subject to mortgage 6936861.10.

### North Auckland Land District—Far North District

#### First Schedule

##### Land Acquired for Road

Area m <sup>2</sup>	Description
1224	Part Allotment 122 Kohumaru Parish; shown as Section 1 on SO 70534 (part Computer Freehold Register NA763/48 Limited).
ha	
1.1152	Part Allotment 122 Kohumaru Parish; shown as Section 3 on SO 70534 (part Computer Freehold Register NA763/48 Limited).
m <sup>2</sup>	
569	Part Allotment 121 Kohumaru Parish; shown as Section 5 on SO 70534 (part Computer Freehold Register NA596/102 Limited).
ha	
1.2173	Part Allotment 120 Kohumaru Parish; shown as Section 6 on SO 70534 (part Computer Freehold Register NA597/252 Limited).

#### Second Schedule

##### Road Stopped and Amalgamated

Area m <sup>2</sup>	Description
80	Adjoining or passing through part Allotment 122 Kohumaru Parish; shown as Section 8 on SO 70534.

#### Third Schedule

##### Road Stopped and Amalgamated

Area m <sup>2</sup>	Description
6951	Adjoining or passing through Lot 1 DP 186147 and part Allotment 120 Kohumaru Parish; shown as Section 12 on SO 70534.

#### Fourth Schedule

##### Road Stopped and Amalgamated

Area m <sup>2</sup>	Description
400	Adjoining or passing through Lot 1 DP 169178; shown as Section 13 on SO 70534.

#### Fifth Schedule

##### Severance Taken and Amalgamated

Area ha	Description
1.3186	Part Allotment 120 Kohumaru Parish; shown as Section 14 on SO 70534 (part Computer Freehold Register NA597/252 Limited).

Dated at Auckland this 29th day of May 2008.

R. J. SUTHERLAND, for the Minister for Land Information.  
(LINZ CPC/2005/10885)

ln4003

**GN 7853951.1 Gazette N**

Cpy - 01/04, Pgs - 002, 20/06/08, 08:16



DocID: 313136924

Online User ID: sgraham005

LODGING FIRM: CROWN PROPERTY SERVICE

Address: P O BOX 377

WHANGAREI

16.6.08

Lifting Box Number:

ASSOCIATED FIRM: FAR NORTH D C

Client Code / Ref: TARATARA

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

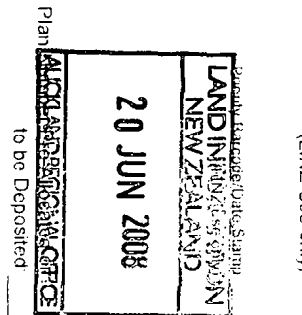
Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / S UD Number:

(LINZ Use only)



**GN 7853951.1 Gazette N**

Copy - 03/04, Page - 002, 20/08/08, 08:15

**Copies**

(inc. original)  
DocID: 313136924

Other (state)

Rejected Dealing Number

Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	LAULT-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES & GST INCLU
1	2008. p2607	GN	WHANGAREI D C								
2	115D/356	C120	DAHL								
3	763/48	C120	DAHL								
4	103A/659	C120	BLUCHER								
5											
5											

Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures?

Less Fees paid on Dealing #

Cash/Cheque enclosed for

Subtotal (for this page)

Total for this dealing

\$0.

\$0.



# View Instrument Details

**Instrument No.** 8645734.1  
**Status** Registered  
**Date & Time Lodged** 25 Nov 2010 16:10  
**Lodged By** Yearbury, Donna  
**Instrument Type** Easement Instrument

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



---

**Affected Computer Registers**    **Land District**  
430868                                      North Auckland

---

**Annexure Schedule:** Contains 8 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 8374233.5 has consented to this transaction and I hold that consent

## Signature

Signed by Graeme John Mathias as Grantor Representative on 24/11/2010 04:45 PM

---

## Grantee Certifications

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

## Signature

Signed by Graeme John Mathias as Grantee Representative on 24/11/2010 04:45 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)

**Grantor**

Perry Norman DAHL (1/2 Share) and Patricia Florence DAHL (1/2 Share)

**Grantee**

TOP ENERGY LIMITED

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Electricity	Marked "C" on DP 210546	Lot 1 DP 169178 Lot 1 DP 186147 Section 12, 14 Survey Office Plan 70534 (CT 430868)	In gross

**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]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

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

**Covenant provisions**

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

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

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

~~[Annexure Schedule]~~



*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required***Annexure Schedule****1. Interpretation**

1.1 In this instrument, unless the context otherwise requires:

- (a) "Easement Area" means that/those part(s) of the Servient Land marked on Deposited Plan 210546 with the letter(s) "C".
- (b) "Servient Land" means the land owned by the Grantor and contained in Certificate(s) of Title 430868;
- (c) "Transmission Line" means wires or conductors of any other kind (including fibre optic or coaxial cables) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulators, towers, poles, ground stays, supporting structures, crossarms, foundations, casings, tubes, tunnels, minor fixtures and other items, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line; and also includes any buildings, towers or pole mounted transformers, fuses, fuse holders, automatic switches, voltage regulators, capacitors or other instruments, apparatus or devices used in association with a Transmission Line; and anything in replacement or substitution of any of the foregoing;
- (d) words importing the singular include the plural and vice versa; and
- (e) references to the Grantor and Grantee include their respective heirs, executors, transferees, administrators, successors and assigns.

**2. Grant of electricity easement**

2.1 The Grantor grants to the Grantee as an easement in gross a right to convey electricity over the easement area with the following rights and powers:

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

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

- (e) to construct on the Servient Land whatever roads, tracks, access ways, fences, gates and other works are deemed necessary by the Grantee for it to exercise its rights under this instrument and which are approved by the Grantor (that approval not to be unreasonably withheld);
- (f) to keep the Easement Area cleared of all buildings and structures by any means the Grantee considers necessary;
- (g) to keep the Easement Area cleared of all fences, trees and vegetation by any means the Grantee considers necessary where such items:
  - (i) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum clearance of the Transmission Line;
  - (ii) impede the exercise by the Grantee of its rights under this instrument or the Grantee's access over the Servient Land or the Easement Area or to the Transmission Line; or
  - (iii) inhibit the safe and efficient operation of the Transmission Line; and
- (h) by whatever means the Grantee considers necessary, to level and grade any stockpiled soil, sand, gravel or other substance or any materials, walls or other earthworks that may exist on the Easement Area in order to ensure that the clearance above the ground level of the Transmission Line is maintained greater than any minimum clearance height that may exist from time to time in statute, regulations, code of practice or otherwise.

2.2 The Grantee has no obligation to construct the Transmission Line or convey electricity through it continuously or at all.

### 3. Ownership of the Transmission Line

The Transmission Line will at all times remain the property of the Grantee.

### 4 Restrictions on Grantee's use

4.1 The Grantee must, in exercising its rights under this instrument, cause as little disturbance as is reasonably possible to the Grantor, the Servient Land and the Grantor's stock and other property and must ensure that, where applicable, all gates on the Servient Land are left as the Grantee finds them.

4.2 The Grantee must restore any part of the surface of the Servient Land, that is affected by the Grantee exercising any of its rights under this instrument to a condition equivalent, as far as reasonably practicable, to that existing before the Grantee exercised those rights.

### 5 Grantor's Continued Use of Servient Land

Subject to clause 6, the Grantor may use the Servient Land as long as that use does not unreasonably interfere with the enjoyment of the Grantee's rights and interests granted under this instrument.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

**6 Restrictions on Grantor's use**

- 6.1 The Grantor must not do or allow any act which may interfere with or affect the rights of the Grantee or the operation of the Transmission Line and, in particular, the Grantor must not, without the consent in writing of the Grantee:
- (a) On the Easement Area, or within the minimum distance from the Transmission Line as advised by the Grantee (having regard to relevant statutory or regulatory requirements, codes of practice and engineering standards applicable from time to time), erect or permit the erection of any buildings or structures, or alter or allow to be altered the overall dimensions of existing buildings or structures, or carry out any earthworks or stockpiling, or construct or permit the construction of any roads, dams, walls or driveways, or allow any vegetation to become established, or remove or permit the removal of any soil, sand, gravel or other substance;
  - (b) disturb the soil of the easement area below the depth of 0.3 metres within a distance of 6 metres from the visible outer edge of any tower, pole, ground stay, support or foundation comprising part of the Transmission Line;
  - (c) cause or knowingly permit flooding of the Easement Area;
  - (d) burn off crops, trees or undergrowth on the Servient Land;
  - (e) operate or permit to be operated any machinery or equipment (including any cranes, drilling-rigs, pile-drivers and excavators) in close proximity to any tower, pole, ground stay or support comprising part of the Transmission Line;
  - (f) disturb any survey pegs or markers placed on the Easement Area by the Grantee;
  - (g) impede the Grantee's access over the Servient Land or the Easement Area or to the Transmission Line; or
  - (h) do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.
- 6.2 The consent of the Grantee required under clause 6.1 will not be unreasonably withheld, but may be given subject to conditions.
- 6.3 The Grantee may consent in writing to certain existing buildings, structures, fences or vegetation on the Easement Area at the date of this instrument remaining there, but such consent may be given subject to conditions.
- 6.4 If any act or item consented to under clause 6.2 or 6.3 subsequently results in a situation described in clause 2.1 (g)(i) – (iii), then such consent may be revoked by the Grantee without compensation.
- 6.5 Before exercising any right under this instrument to remove a fence, the Grantee must consult with the Grantor so the Grantor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The cost of any replacement fence will be borne by the Grantor and the Grantor must comply with any reasonable directions of the Grantee as to the height, materials used and location of such replacement fence.

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

6.6 If the Grantor does not meet its obligations under this instrument within such reasonable timeframe as is specified in a notice from the Grantee requiring it to do so then the Grantee may meet those obligations (and enter the Servient Land for that purpose) and the Grantor is liable to pay to the Grantee the costs incurred in doing so.

**7 Indemnity against third party claims**

Each party ("Indemnifying Party") must indemnify the other ("Indemnified Party") against all claims or demands from third parties for any loss, damage or liability in respect of, or arising out of, the use of the land by the Indemnifying Party (or any person authorised, whether expressly or impliedly by it) **EXCEPT THAT** it will not be liable to indemnify where such loss, damage or liability was caused by the Indemnified Party. Where the actions of the Indemnified Party contribute to that loss, damage or liability, the indemnity given by the Indemnifying Party will be reduced in proportion to that contribution.

**8 Licence and assignment**

The Grantee may assign, licence or otherwise grant any right of all or any part of any estate or interest conferred by this instrument.

**9 Perpetual easement**

There is no power implied in this instrument for the Grantor to terminate the easement for any breach of this instrument or for any other reason. It is the intention of the parties that the easement created by this instrument will continue forever unless surrendered.

**10 Arbitration**

If any dispute arises between the parties in relation to this instrument or any matter arising under it and that dispute cannot be resolved by negotiation, then the parties must submit the dispute to arbitration in accordance with the Arbitration Act 1996 (and its amendments or any statute which replaces it). The arbitration will be commenced by either party giving written notice to the other of the details of the dispute and that party's desire to have the matter referred to arbitration. The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by two arbitrators, one to be appointed by each party, and their umpire to be appointed by the arbitrators before they begin to consider the dispute. The award in the arbitration will be final and binding on the parties.



Rabobank

**CONSENT OF MORTGAGEE TO REGISTRATION OF INSTRUMENT**

**Mortgage Registered Number:** 8374233.5

**Registered Proprietor:** Perry Norman & Patricia Florence  
DAHL.

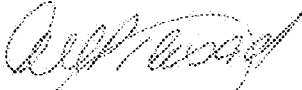
**Mortgagee:** RABOBANK NEW ZEALAND LIMITED

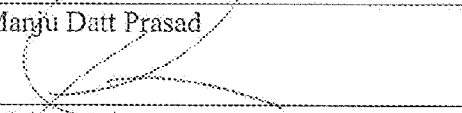
**Instrument to be registered** Consent to register Easement Instrument for a right to Convey Electricity over Certificate of Title 430868.

The above mortgagee **HEREBY CONSENTS** to the registration of the above referred to Easement.

**DATED** the 6<sup>th</sup> May 2010

**Signed by Rabobank New Zealand Limited by  
Its Attorneys in the presence of;**

  
.....  
Manju Datt Prasad

  
.....  
Michael John Davis

Witnessed by: Craig Andrew Weir  
Bank Officer  
WELLINGTON

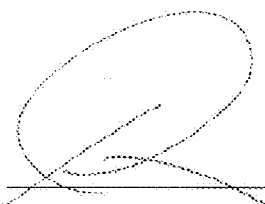
Signature of Witness:  .....

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

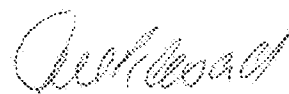
We, **Michael John Davis** of Wellington in New Zealand, Senior Manager, and **Manju Datt Prasad** of Wellington in New Zealand, Manager, certify -

1. THAT by deed dated 18 April 2000 (Sup Doc 5944), Rabobank New Zealand Limited of Level 12, 80 The Terrace, Wellington appointed us its attorneys.
2. THAT we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington on the 6<sup>th</sup> day of May 2010



**Michael John Davis**



**Manju Datt Prasad**



Instrument No. 10359311.3  
 Status Registered  
 Date & Time Lodged 08 Apr 2016 10:58  
 Lodged By Fryer, Louise  
 Easement Instrument



Affected Computer Registers	Land District
614256	North Auckland
614257	North Auckland

**Annexure Schedule:** Contains 4 Pages.

### Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 8374233.5 has consented to this transaction and I hold that consent

### Signature

Signed by Richard Adrian Ayton as Grantor Representative on 08/04/2016 10:40 AM

### Grantee Certifications

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

### Signature

Signed by Richard Adrian Ayton as Grantee Representative on 08/04/2016 10:41 AM

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

Form B

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

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

Grantor

Perry Norman DAHL and Patricia Florence DAHL

Grantee

Perry Norman DAHL and Patricia Florence DAHL

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Electricity, Telecommunications, & Computer Media Right to Convey Water	B (on DP 463722)	Lot 1 Deposited Plan 463722 CT 614256	Lot 2 Deposited Plan 463722 CT 614257



## Form B - continued

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

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

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

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

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

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

**Covenant provisions**

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

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

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

~~[Annexure Schedule—]~~

11. Mar. 2016 9:36

Law North 09 4077095

No. 0652 P. 20

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

**Land Transfer Act 1952 section 238(2)**

Person giving consent <i>Sumamo must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
Rabobank New Zealand Limited	8374233.6

**Consent**  
*Delete words in [ ] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

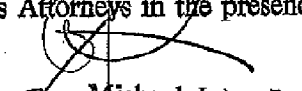
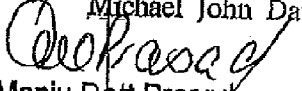
the Person giving consent hereby consents to:

1. The deposit of plan 463722 and the creation of CT 614266 and CT 614267, including the amalgamation of Lot 4 Deposited Plan 182103 and Allotment 130 Parish of Kohimaru; and
2. Registration of attached Easement Instrument.

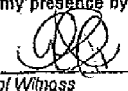
but without releasing or discharging the Mortgagor or any other person or persons or any other security or securities for the time being held by the Mortgagee from payment of any monies whatsoever remaining owing to it under the within obligation or any collateral instrument or otherwise

Dated this 7<sup>th</sup> day of April 2016.

**SIGNED for RABOBANK  
 NEW ZEALAND LIMITED**  
 by its Attorneys in the presence of:

  
 Michael John Davis  
  
 Manju Datt Prasad

Signed in my presence by the Person giving consent

  
 Signature of Witness

*Witness to complete in BLOCK letters (unless legibly printed):*

Witness name - Sharon Lewis-Kuresa  
 Occupation - Bank Officer  
 Address - Wellington

Signature [Common seal]  
 of Person giving consent

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

We, Michael John Davis of Wellington in New Zealand, Senior Manager, and  
Manju Datt Prasad of Wellington in New Zealand, Manager, certify -

1. THAT by deed dated 18 April 2000 (Sup Doc 5944), Rabobank New Zealand Limited of Level 23, 157 Lambton Quay, Wellington appointed us its attorneys.
2. THAT we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington on 7 April 2016



Michael John Davis



Manju Datt Prasad