

# Application for resource consent or fast-track resource consent

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of Schedule 4). Prior to, and during, completion of this application form, please refer to Resource Consent Guidance Notes and Schedule of Fees and Charges — [both available on the Council's web page](#).

## 1. Pre-Lodgement Meeting

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

## 2. Type of Consent being applied for

*(more than one circle can be ticked):*

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

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

## 3. Would you like to opt out of the Fast Track Process?

Yes  No

## 4. Consultation

Have you consulted with Iwi/Hapū?  Yes  No

If yes, which groups have you consulted with?

Who else have you consulted with?

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

## 5. Applicant Details

**Name/s:**

Mnm Lynn Limited

**Email:**

**Phone number:**

**Postal address:**

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

## 6. Address for Correspondence

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

**Name/s:**

Joseph Henehan

**Email:**

**Phone number:**

**Postal address:**

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

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

## 7. Details of Property Owner/s and Occupier/s

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

**Name/s:**

As per property details

**Property Address/  
Location:**

Haruru Falls Road / Tui Glen Road, Haruru

**Postcode**

0204

## 8. Application Site Details

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

**Name/s:**

**Site Address/  
Location:**

**Postcode**

**Legal Description:**

**Val Number:**

**Certificate of title:**

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

### Site visit requirements:

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

Is there a dog on the property?  Yes  No

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

## 9. Description of the Proposal:

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

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

## 10. Would you like to request Public Notification?

Yes  No

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

(more than one circle can be ticked):

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

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

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

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

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

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

## 13. Assessment of Environmental Effects:

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

Your AEE is attached to this application  Yes

## 13. Draft Conditions:

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

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



## 14. Billing Details:

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

Name/s: (please write in full) MNM Lynn Limited - Mack Lynn

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)

Mack Lynn

Signature:

(signature of bill payer)

Date 16/12/2024

**MANDATORY**

## 15. Important Information:

### Note to applicant

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

You may apply for 2 or more resource consents that are needed for the same activity on the same form. You must pay the charge payable to the consent authority for the resource consent application under the Resource Management Act 1991.

### Fast-track application

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

### 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.



## 15. Important information continued...

### Declaration

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

**Name:** (please write in full)

**Signature:**

Date

*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)
- Details of your consultation with Iwi and hapū
- Copies of any listed encumbrances, easements and/or consent notices relevant to the application
- Applicant / Agent / Property Owner / Bill Payer details provided
- Location of property and description of proposal
- Assessment of Environmental Effects
- Written Approvals / correspondence from consulted parties
- Reports from technical experts (if required)
- Copies of other relevant consents associated with this application
- Location and Site plans (land use) AND/OR
- Location and Scheme Plan (subdivision)
- Elevations / Floor plans
- Topographical / contour plans

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

Application for subdivision consent

# MNM LYNN LIMITED

Haruru Falls Road/Tui Glen Road, Haruru

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

reyburn  
& bryant

PLANNERS • SURVEYORS

Application for subdivision consent

# MNM LYNN LIMITED

Haruru Falls Road/Tui Glen Road, Haruru

---

|                      |                                  |
|----------------------|----------------------------------|
| Report prepared for: | MNM Lynn Limited                 |
| Author               | Joseph Henehan, <i>Associate</i> |
| Reviewed by:         | Brett Hood, <i>Director</i>      |
| Consent authority:   | Far North District Council       |
| Report reference:    | 18193                            |
| Report status:       | Final                            |
| Date:                | December 2024                    |

© Reyburn and Bryant Limited

This document and its contents are the property of Reyburn and Bryant Limited. Any unauthorised reproduction, in full or in part, is forbidden

Reyburn and Bryant

P.O. Box 191

Whangarei 0140

Telephone: (09) 438 3563

---

## FORM 9

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

To Far North District Council  
Private Bag 752  
Kaikohe 0440

1. MNM Lynn Limited applies for subdivision consent from the Far North District Council.
2. The activity to which this application relates is to subdivide the subject site into three lots.
3. The location of the proposed activity is Haruru Falls Road/Tui Glen Road, Haruru. The title reference is 1169137 and the legal description is Lot 2 DP 600741.
4. Beverley Joy Sharpe, Matthew Brown Sharpe and the Johnston OShea Trustee Limited are the owners of the site. The property is currently under contract to the applicant.
5. There are no other activities to which this application relates.
6. No resource consents are needed for the proposed activity that are not being applied for as part of this application.
7. We attach an assessment of effects on the environment that:
  - (a) includes the information required by clause 6 of Schedule 4 of the Resource Management Act 1991; and
  - (b) addresses the matters specified in clause 7 of Schedule 4 of the Resource Management Act 1991; and
  - (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.
8. We attach an assessment of the proposed activity against the matters set out in Part 2 of the Resource Management Act 1991.

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



---

Joseph Henehan

19 December 2024

---

Date

Address for service:

Reyburn and Bryant 1999 Ltd  
PO Box 191, Whangarei

Telephone:

(09) 438 3563

Email:

joseph@reyburnandbryant.co.nz

Contact person:

Joseph Henehan

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>1. INTRODUCTION</b>                              | <b>5</b>  |
| 1.1 Report basis                                    | 5         |
| 1.2 Context – the Far North Proposed District Plan  | 5         |
| 1.3 Proposal summary                                | 6         |
| 1.4 Property details                                | 6         |
| 1.5 Records of title                                | 7         |
| 1.6 Other approvals required                        | 9         |
| 1.7 Processing request                              | 9         |
| 1.8 Statutory context                               | 9         |
| <b>2. THE SITE AND SURROUNDING ENVIRONMENT</b>      | <b>10</b> |
| 2.1 The site  | 10        |
| 2.2 The surrounding environment                     | 14        |
| <b>3. THE PROPOSAL</b>                              | <b>15</b> |
| 3.1 General   | 15        |
| 3.2 Site suitability                                | 15        |
| 3.3 Servicing arrangements                          | 16        |
| 3.4 Access arrangements                             | 17        |
| <b>4. REASONS FOR CONSENT AND ACTIVITY STATUS</b>   | <b>18</b> |
| 4.1 Operative Far North District Plan               | 18        |
| 4.2 Far North Proposed District Plan                | 18        |
| 4.3 Overall activity status                         | 18        |
| <b>5. ASSESSMENT OF ENVIRONMENTAL EFFECTS</b>       | <b>19</b> |
| 5.1 Existing environment                            | 19        |
| 5.2 Permitted baseline                              | 19        |
| 5.3 Amenity values and landscape character          | 19        |
| 5.4 Rural production values                         | 21        |
| 5.5 Access effects                                  | 22        |
| 5.6 Servicing effects                               | 22        |
| 5.7 Reverse sensitivity                             | 22        |
| 5.8 Cultural effects                                | 23        |
| 5.9 Natural hazards effects                         | 23        |
| 5.10 Adverse effects conclusion                     | 23        |
| <b>6. STATUTORY PLANNING ASSESSMENT</b>             | <b>24</b> |
| 6.1 The Far North District Plan                     | 24        |
| 6.2 The Far North Proposed District Plan            | 29        |
| 6.3 NES – Soil Contamination                        | 31        |
| 6.4 Part 2 assessment – the Resource Management Act | 31        |

|                        |           |
|------------------------|-----------|
| <b>7. NOTIFICATION</b> | <b>32</b> |
| <b>8. CONCLUSION</b>   | <b>33</b> |



## LIST OF TABLES

|                                      |   |
|--------------------------------------|---|
| Table 1: Property details.           | 6 |
| Table 2: Summary of title memorials. | 9 |

## LIST OF FIGURES

|  |    |
|--|----|
| Figure 1: The site (Source: FNDC GIS)  | 10 |
| Figure 2: Aerial photograph showing existing buildings on site (Source: FNDC GIS)        | 11 |
| Figure 3: Photo of existing ROW crossing   | 11 |
| Figure 4: Existing farm crossing   | 12 |
| Figure 5: Kiwi presence mapping (Source: FNDC GIS)                                       | 13 |
| Figure 6: Archaeological map (Source: FNDC GIS)  | 13 |
| Figure 7: LUC soil classification (Source: Manaaki Landcare Research)                    | 14 |
| Figure 8: Neighbouring viewshafts (Source: FNDC GIS)                                     | 20 |
| Figure 9: Image of Lot 1 building site relative to ex. dwelling at 219 Haruru Falls Road | 21 |

## APPENDICES

1. Subdivision scheme plan
2. Records of title and memorials
3. Planning maps

## ABBREVIATIONS

|      |  |
|------|--|
| AEE  | Assessment of Environmental Effects      |
| FENZ | Fire and Emergency NZ                    |
| HAIL | Hazardous Activities and Industries List |
| FNDC | Far North District Council               |
| FNDP | Far North District Plan                  |
| LUC  | Land Use Capability                      |
| RMA  | Resource Management Act, 1991            |
| RT   | Record of Title                          |
| NES  | National Environmental Standard          |

|         |  |
|---------|--|
| NES-SC  | National Environmental Standard – Soil Contamination |
| NPS-HPL | National Policy Statement for Highly Productive Land |
| NZFS    | New Zealand Fire Service                             |
| PRP     | Proposed Regional Plan for Northland                 |
| SNA     | Significant Natural Area                             |

# 1. INTRODUCTION

## 1.1 Report basis

This report has been prepared for MNM Lynn Limited in support of a resource consent application to subdivide the subject site into three lots at Haruru Falls Road/Tui Glen Road, Haruru.

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

The report also includes an analysis of the relevant provisions of the Operative and Proposed Far North District Plan, the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES), and the National Policy Statement for Highly Productive Land (NPS-HPL), which are pertinent to the assessment and decision required under s104 of the RMA.

## 1.2 Context – the Far North Proposed District Plan

The Far North District Council (FNDC) is currently progressing the Proposed Far North District Plan (PFNDP) through the relevant statutory process under the First Schedule of the RMA.

The PFNDP has been notified, and the submission period closed in October 2022. The plan remains subject to further submissions, hearings and commissioner recommendations, Council decisions, and appeals.

Given its limited progress through the relevant statutory process, most of the rules in the PFNDP do not have legal effect. However, several chapters contain rules that have immediate legal effect in accordance with s86B(3) of the RMA. The proposed subdivision does not require consent under any of the operative rules. The inoperative rules under which the proposal would require consent

are identified, and an assessment in the context of the relevant objectives and policies is provided in section 6.2 of this report.

A weighting assessment between the operative and proposed plans is provided in section 6.3 of this report. It is concluded that more weight should be applied to the Operative Far North District Plan (OFNDP).

### 1.3 Proposal summary

This application seeks consent to subdivide the subject site into three lots. The subdivision scheme plan is attached at **Appendix 1**.

The sites are zoned Rural Production under both the OFNDP and PFNDP. There are no applicable overlays.

Each of the proposed lots is at least 4ha and the proposal is therefore a discretionary activity under Rule 13.9 of the OFNDP.

### 1.4 Property details

|                   |  |
|-------------------|--|
| Applicant         | MNM Lynn Limited   |
| Landowner         | Beverley Joy Sharpe<br>Matthew Brown Sharpe<br>Johnston OShea Trustee Limited<br><i>Note – property is currently under contract to the applicant</i> |
| Location          | Haruru Falls Road/Tui Glen Road, Haruru  |
| Title reference   | 1169137  |
| Legal description | Lot 2 DP 600741  |
| Area              | 25.0004ha  |
| District Plan     | <u>OFNDP and PFNDP</u>   |
| Zone              | Rural Production   |
| Overlays          | None   |

Table 1: Property details.

## 1.5 Records of title

Table 2 (below) summarises the memorials registered against RT 1169137.

| Memorial   | Comment   |
|--|---|
| Subject to Part IV A Conservation Act 1987   | Notices not relevant to the resource consent process. |
| Subject to Section 8 Atomic Energy Act 1945  |   |
| Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation) |   |
| Subject to Section 261 Coal Mines Act 1979   |   |
| Subject to Section 5 Coal Mines Act 1979   |   |
| Subject to Section 3 Geothermal Energy Act 1953  |   |
| Subject to Section 3 Petroleum Act 1937  |   |
|  |   |

|   |   |
|---|---|
| Subject to Sections 6 and 8 Mining Act 1971 |   |
| Easement Instrument<br>6990849.2            | <p>Right of way and right to convey telecommunications, computer media, electricity and water over parts marked A, B, C, D &amp; E and a right to convey electricity over parts marked F, G, H &amp; I, all on DP 443674.</p> <p>This easement is not impacted by and is of no relevance to the proposed subdivision. It will simply pass down on to the new titles eventually issued for this subdivision.</p> |
| 8064273.2 Compensation Certificate          | Notices not relevant to the subdivision.  |
| Easement Instrument<br>8070861.13           | <p>Right to convey electricity over part marked J on DP 443674.</p> <p>This easement is not impacted by and is of no relevance to the proposed subdivision. It will simply pass down on to the new titles eventually issued for this subdivision.</p>   |
| Easement Instrument<br>8213682.2            | <p>Right to drain sewage and a right of way (in gross) to FNDC over parts marked D, K, L, M &amp; N on DP 443674.</p> <p>This easement relates to an existing sewer line that passes through the site. This easement is not impacted by and is of no relevance to the proposed subdivision. It will simply pass down on to the new titles eventually issued for this subdivision.</p>                           |
| Easement Instrument<br>9168903.2            | <p>Right of way and a right to convey telecommunications &amp; computer media over parts marked A &amp; B, and a right to convey electricity over parts marked C, D, E, F, G, H, I, M, O &amp; P, all on DP 443674.</p>   |

|  |  |
|--|--|
|  | This easement is not impacted by and is of no relevance to the proposed subdivision. It will simply pass down on to the new titles eventually issued for this subdivision. |
|--|--|

Table 2: Summary of title memorials.

The title and memorials are attached at **Appendix 2**.

## 1.6 Other approvals required

No other approvals are required to give effect to the proposed subdivision.

## 1.7 Processing request

Please circulate the draft conditions for review.

## 1.8 Statutory context

Section 104B of the RMA sets out specific requirements for the determination of discretionary activities.

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

This report focuses on the relevant matters in s104(1), and specifically:

- The actual and potential environmental effects (s104(1)(a)).
- The NES-SC (s104(1)(b)(i)).
- The relevant provisions of the FNDP (s104(1)(b)(vi)).

## 2. THE SITE AND SURROUNDING ENVIRONMENT

### 2.1 The site

#### Location

The subject site is located on the corner of Tui Glen Road and Haruru Falls Road, Haruru. The site is shown in [Figure 1](#) below:



Figure 1: The site (Source: FNDC GIS)

#### Built form

The site is free of residential built form. However, there are two sheds located on the site at the end of an existing driveway within the site, see [Figure 2](#) below:





Figure 2: Aerial photograph showing existing buildings on site (Source: FNDC GIS)

### Access

The site is accessed via existing crossings and accessways extending from both Haruru Falls Road and Tui Glen Road.

An existing shared access extends into the site from Tui Glen Road, legalised by right of way easement 6990849.2. This accessway serves three existing properties, being the subject site, Lot 1 DP 371201 and Lot 1 DP 443674. The entry to this right of way from Tui Glen Road is shown in [Figure 3](#) below:



Figure 3: Photo of existing ROW crossing

An existing crossing is also located on Haruru Falls Road, approximately 190m north from its intersection with Tui Glen Road. See [Figure 4](#) below:



Figure 4: Existing farm crossing

#### Topography and watercourses

Southern areas of the site have a gently undulating topography, whereas the gradient of the land in northern areas of the property is steeper. The land slopes east to west from Haruru Falls Road towards a watercourse that passes through the centre of the site (in northern areas), and along the western boundary of the site (in southern areas).

#### Ground cover and vegetation

The site is predominantly in pasture. Vegetation is limited to native riparian vegetation alongside the watercourse that traverses the centre of the site, and several small pockets of native and exotic vegetation scattered throughout the site.

## Kiwi mapping

The site is not located in a high density kiwi zone. See [Figure 5](#) below:

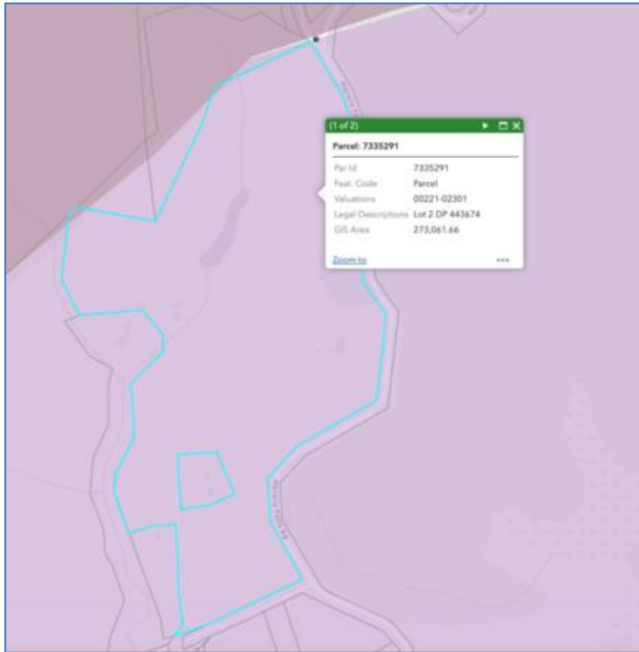


Figure 5: Kiwi presence mapping (Source: FNDC GIS)

## Archaeological sites

There are no archaeological sites registered on the subject property, see [Figure 6](#) below:

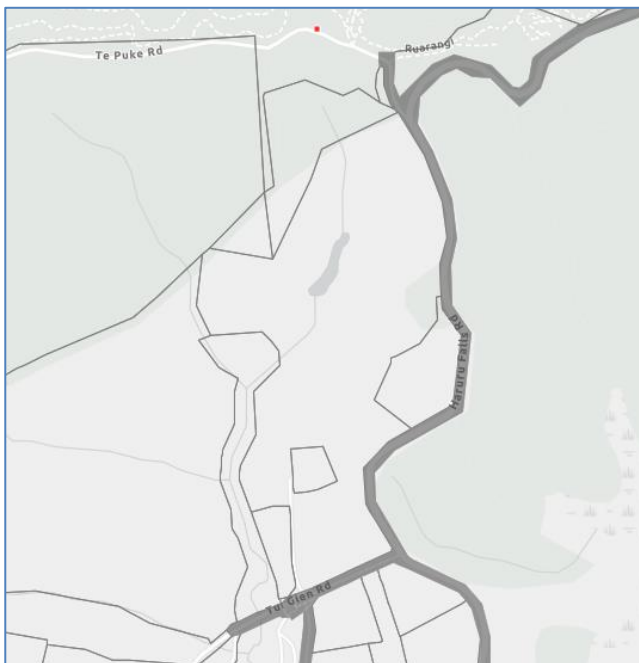


Figure 6: Archaeological map (Source: FNDC GIS)



### Land Use Capability (LUC) – soil classification

Figure 7 below shows the classification of the soils at the sites under the LUC system. The orange portions have a classification of 6 while the lighter green areas have a classification of 4. These soils are not classified as Highly Productive Land (HPL) under the National Policy Statement for Highly Productive Land (NPS-HPL).



Figure 7: LUC soil classification (Source: Manaaki Landcare Research)

## 2.2 The surrounding environment

The subject site is located on the northern edge of the coastal settlement of Haruru in the Far North. Within the settlement, the land is zoned a mix of 'Rural Production', 'Rural Living', 'General Coastal', and 'Residential' under the FNDP. There are a range of lot sizes and land use activities, but rural residential lifestyle development is common, interspersed by larger agricultural and forestry blocks.

## 3. THE PROPOSAL

### 3.1 General

This application seeks consent to subdivide the subject site into three lots. The proposed lot configuration is depicted on the subdivision scheme plan (**Appendix 1**) and is summarised in **Table 3** below:

| Lot Number | Area                           |
|------------|--------------------------------|
| 1          | 6.9882ha gross (6.8602ha nett) |
| 2          | 7.82ha gross (6.8602ha nett)   |
| 3          | 4.0930ha                       |

Table 3: Proposed lot areas

The areas shown above are approximate and are subject to final survey.

### 3.2 Site suitability

Given the large size and lack of natural hazards associated with the proposed lots, no specific geotechnical investigations have been undertaken to support the resource consent application. Each of the proposed lots contains areas on which a dwelling can be suitably located.

Site specific engineering input will be sought for each lot at the building consent stage, while it is anticipated that consent notice conditions will require that the location and foundations of any dwelling are subject to specific engineering input.

### 3.3 Servicing arrangements

#### Water supply

Each of the proposed lots will rely on an on-site water supply. This will involve the collection of rainwater in tanks. The final design will be provided at the building consent stage.

The future owners will also establish a suitable firefighting water supply. It is proposed that a consent notice condition require that this is undertaken in accordance with the Fire and Emergency NZ (FENZ) Firefighting Water Supply Code of Practice, unless an alternative arrangement has been approved by FENZ.

#### Wastewater management

Each of the proposed lots will manage wastewater on-site. Given the size of the lots and lack of natural hazards, there are multiple areas that are suitable to accommodate on-site wastewater systems in accordance with the relevant statutory requirements. The design will be finalised at the building consent stage.

#### Stormwater management

Each of the proposed lots will manage stormwater on-site. Given the size of the proposed lots, it is not proposed that any attenuation will be provided. Stormwater will be collected and discharged into the small watercourses located across the site or onto land for dispersal. The design will be finalised at the building consent stage.

#### Electricity and telecommunications

In this case, power and telecommunications connections to the proposed lots will not be provided as part of the subdivision. Instead, future owners will utilise alternative supply options. Any necessary easements over existing power and telecommunications services will be created at survey stage in accordance with the requirements of the relevant network authority.

### 3.4 Access arrangements

The proposed access arrangements are summarised as follows:

- Lot 1 will gain access from the existing vehicle crossing on Haruru Falls Road (see [Figure 4](#)). It is proposed that a consent notice condition is registered on this title requiring that the crossing be upgraded at building consent stage in accordance with the relevant FNDC requirements.
- Lot 2 will gain access via existing rights of way A, B, C, D and E (see [Figure 3](#)). As no new users will be introduced to this accessway, no upgrading is proposed.
- Lot 3 will gain access directly from Haruru Falls Road. It is proposed that a consent notice condition is registered on this title requiring that the crossing be constructed at building consent stage in accordance with the relevant FNDC requirements.

## 4. REASONS FOR CONSENT AND ACTIVITY STATUS

### 4.1 Operative Far North District Plan

The proposal requires resource consent under the following rule from the FNDP.

- 13.9 'Discretionary Activities' – **discretionary activity**. The proposal complies with the 4ha minimum lot size specified for a discretionary activity subdivision in the Rural Production Zone under Table 13.7.2.1.

### 4.2 Far North Proposed District Plan

The proposal does not require resource consent under any of the operative rules, and the proposal therefore does not have an activity status under the PFNDP. An assessment of the proposal in the context of the inoperative rules is provided in section 6.2 of this report.

### 4.3 Overall activity status

The subdivision is a **discretionary activity** under the OFNDP.



## **5. ASSESSMENT OF ENVIRONMENTAL EFFECTS**

### **5.1 Existing environment**

Section 104(1)(a) requires a consideration of any actual and potential effects on the environment of allowing an activity. The existing environment has been described in Section 2 of this report.

For clarity, this includes the surrounding cadastral pattern, which includes a mixture of rural productive landholdings and rural residential development.

There are no unimplemented consents in the vicinity of the site that would influence the following assessment of environmental effects.

### **5.2 Permitted baseline**

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

While there is no permitted baseline for subdivision, the land use provisions of the Rural Chapter in the FNDP enable the construction of residential units at a density of 1 per 12ha or one on an allotment of any size as a permitted activity, provided that the bulk and location requirements are met. It is also noted that minor residential units are also able to be constructed at a rate of 1 per site as a controlled activity. Given the size of the existing site (25.0004ha), the site could currently be developed with two residential units as a permitted activity and one minor residential unit as a controlled activity. This baseline forms the basis for the following assessment of environmental effects.

### **5.3 Amenity values and landscape character**

While residential units will eventually be constructed on the proposed titles, the built form facilitated by this subdivision will be easily absorbed by the surrounding environment. The site is located in an area where rural residential

development is common. The proposed subdivision is consistent with the mixed rural character and amenity of the receiving environment, which includes varied rural living development coexisting with rural production activities.

There would be no immediate physical effects on adjacent properties arising from the proposed subdivision. The existing residential units within the immediately adjacent properties 20, 22 and 34 Tui Glen Road are all orientated to take advantage of the views to the south/south-west (as demonstrated in [Figure 5](#) below). The orientation of these dwellings results in views being directed away from the potential building sites within the subject sites.



Figure 8: Neighbouring viewshafts (Source: FNDC GIS)

The existing dwelling at 219 Haruru Falls Road is positioned at an elevated position, above the subject site, as demonstrated in [Figure 6](#) below. The views gained from the existing dwelling will therefore be unaffected by the subdivision.

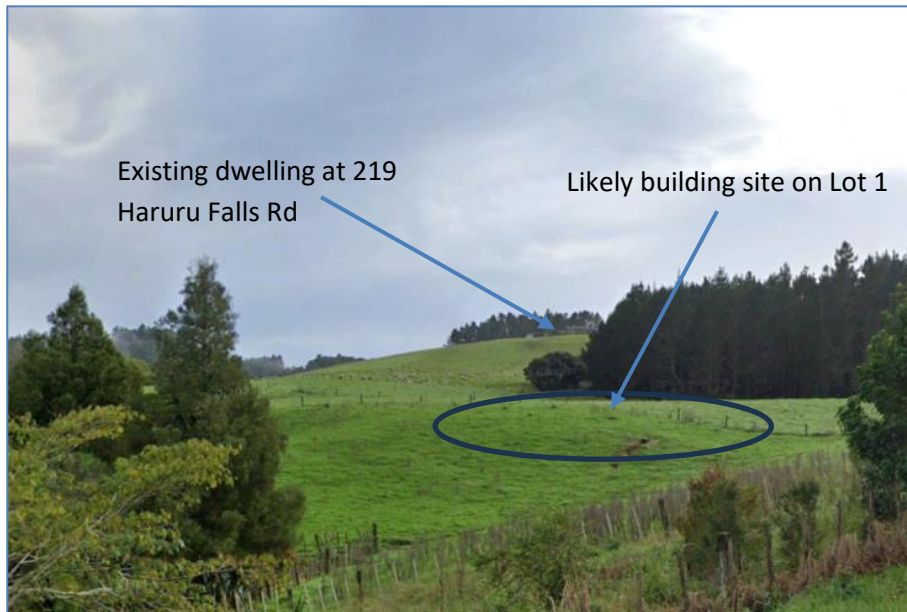


Figure 9: Image of Lot 1 building site relative to ex. dwelling at 219 Haruru Falls Road

Further to the above points, as addressed in s5.2 above, the size of the existing site (25.0004ha) means that the site could currently be developed with two residential units as a permitted activity and one minor residential unit as a controlled activity. This level of development would be consistent with the outcomes sought as part of this subdivision.

Overall, the adverse effects on amenity values and landscape character will be less than minor.

## 5.4 Rural production values

The proposed subdivision it will create three new lots, all of which have net site areas in excess of 4ha. In doing so they align with the discretionary activity subdivision provisions for the RPZ. The proposed sites are each large enough to continue to be used for productive purposes.

As discussed in s2.1 of this report, the sites are comprised of a mixture of LUC class 4 and 6 soils. These soils are not classified as HPL under the NPS-HPL. The proposal will therefore not result in the fragmentation of identified productive land.

Overall, the adverse effects on productive values will be less than minor.

## 5.5 Access effects

As addressed in section 3.4 of this report, Lots 1 and 3 will gain access directly from Haruru Falls Road via new or upgraded vehicle crossings. It is proposed that consent notice conditions are registered on these titles requiring the crossings to be constructed at building consent stage in accordance with the relevant FNDC requirements.

Lot 2 will gain access via existing rights of way A, B, C, D and E. As no new users will be introduced to this accessway, no upgrading is proposed.

Having considered the above, safe and practicable vehicle access is provided for each of the proposed lots. Overall, the adverse effects associated with the access arrangements will be less than minor.

## 5.6 Servicing effects

The proposed lots have net site areas of at least 6ha and are therefore of an adequate size that is capable of accommodating on-site servicing without creating any effects on neighbouring properties or surrounding natural areas. Accordingly, the adverse effects associated with the servicing arrangements will be less than minor.

## 5.7 Reverse sensitivity

The site is located in close proximity to Waitangi Forest and is accessed via roads used for logging. While this is the case, no reverse sensitivity effects are anticipated. The potential house sites are well set back from the road, the logging activities are not frequent and are often temporary.

Should FNDC consider it necessary, mitigation can be implemented in the form of a consent notice on the title restricting the lodgement of any complaints regarding lawful logging activities occurring on adjoining properties.

Having considered the above, any adverse reverse sensitivity effects will be less than minor overall.

## 5.8 Cultural effects

The existing record of title is subject to the following memorial:

*Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)*

This memorial has no relevance to this subdivision application. It is likely to be dealt with outside of the resource consent process.

Further to the above, no identified archaeological sites or sites of significance to maori are present on the subject site.

Overall, no effects on cultural values are anticipated by the subdivision.

## 5.9 Natural hazards effects

No site suitability report is provided with this application. Therefore, it is relevant to consider any potential effects relating to natural hazards.

In this case, all sites have areas in excess of 6ha, so are large enough and have adequate space free of hazards to accommodate a future building site and potential wastewater disposal area. Site specific engineering input will be sought for each lot at the building consent stage, while it is anticipated that consent notice conditions will require that the location and foundations of any dwelling are subject to specific engineering input.

Overall, any adverse effects relating to natural hazards will be less than minor.

## 5.10 Adverse effects conclusion

Overall, the effects associated with this proposal will be less than minor when considered in the context of the existing environment and the permitted baseline.

## 6. STATUTORY PLANNING ASSESSMENT

### 6.1 The Far North District Plan

#### Context

Pursuant to section 104(b)(vi) of the RMA, the following considers the proposed subdivision in the context of the relevant provisions from the FNDP.

The objectives and policies that are relevant to this application are contained in Chapter 13 'Subdivision' and Chapter 8 'Rural Environment' of the OFNDP.

There are 3 predominant themes that run throughout the objectives and policies – managing effects on rural productive values; ensuring that subdivision and development is compatible with the amenity, character, landscape and natural values of the environment in which it is located; and ensuring that subdivision and development is appropriately serviced.

The relevant objectives and policies have been grouped under these headings and an assessment provided below.

#### Assessment

##### Managing effects on productive rural values

**Objective 8.3.2** To ensure that the life supporting capacity of soils is not compromised by inappropriate subdivision, use or development.

**Objective 8.3.6** To avoid actual and potential conflicts between land use activities in the rural environment.

**Objective 8.6.3.1** To promote the sustainable management of natural and physical resources in the Rural Production Zone.

**Objective 8.6.3.2** To enable the efficient use and development of the Rural Production Zone in a way that enables people and communities to provide for their social, economic, and cultural well being and for their health and safety.

**Objective 8.6.3.6** To avoid, remedy or mitigate the actual and potential conflicts between new land use activities and existing lawfully established activities (reverse sensitivity) within the Rural Production Zone and on land use activities in neighbouring zones.

**Objective 13.3.1** To provide for the subdivision of land in such a way as will be consistent with the purpose of the various zones in the Plan, and will promote the sustainable management of the

natural and physical resources of the District, including airports and roads and the social, economic and cultural well being of people and communities.

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

**Policy 8.4.2** That activities be allowed to establish within the rural environment to the extent that any adverse effects of these activities are able to be avoided, remedied or mitigated and as a result the life supporting capacity of soils and ecosystems is safeguarded and rural productive activities are able to continue.

**Policy 8.6.4.1** That the Rural Production Zone enables farming and rural production activities, as well as a wide range of activities, subject to the need to ensure that any adverse effects on the environment, including any reverse sensitivity effects, resulting from these activities are avoided, remedied or mitigated and are not to the detriment of rural productivity.

**Policy 8.6.4.7** That although a wide range of activities that promote rural productivity are appropriate in the Rural Production Zone, an underlying goal is to avoid the actual and potential adverse effects of conflicting land use activities.

**Policy 8.6.4.9** That activities be discouraged from locating where they are sensitive to the effects of or may compromise the continued operation of lawfully established existing activities in the Rural Production zone and in neighbouring zones.

The number of rural residential lots proposed as part of this application (three) is provided for as a discretionary activity in the RPZ (in fact, a total of four lots would technically be able of being created under this rule). This demonstrates that rural-residential lots and land uses are provided for in the, and hence anticipated in the RPZ.

While the proposed allotments have a net site area of less than 12ha, section 5.5 of this report details how this the subdivision will not result in effects on the productive rural values associated with the site (noting specifically that the site is not identified as containing productive soils).

The subdivision has also been designed to avoid conflict between land use activities. Any reverse sensitivity effects associated with the nearby forestry activities can be avoided through the implementation of a no complaints consent notice registered on each title as part of this subdivision.

Given the above, the proposal is consistent with the objectives and policies from RPZ chapter of the OFNDP that look to manage effects on productive rural values.

### Amenity, character, landscape and natural values

**Objective 8.6.3.3** To promote the maintenance and enhancement of the amenity values of the Rural Production Zone to a level that is consistent with the productive intent of the zone.

**Policy 8.4.4** That development which will maintain or enhance the amenity value of the rural environment and outstanding natural features and outstanding landscapes be enabled to locate in the rural environment.

**Policy 8.6.4.4** That the type, scale and intensity of development allowed shall have regard to the maintenance and enhancement of the amenity values of the Rural Production Zone to a level that is consistent with the productive intent of the zone.

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

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

**Policy 13.4.13** Subdivision, use and development shall preserve and where possible enhance, restore and rehabilitate the character of the applicable zone in regards to s6 matters. In addition subdivision, use and development shall avoid adverse effects as far as practicable by using techniques including:

- (a) clustering or grouping development within areas where there is the least impact on natural character and its elements such as indigenous vegetation, landforms, rivers, streams and wetlands, and coherent natural patterns;
- (b) minimising the visual impact of buildings, development, and associated vegetation clearance and earthworks, particularly as seen from public land and the coastal marine area;
- (c) providing for, through siting of buildings and development and design of subdivisions, legal public right of access to and use of the foreshore and any esplanade areas;
- (d) through siting of buildings and development, design of subdivisions, and provision of access that recognise and provide for the relationship of Maori with their culture, traditions and taonga



including concepts of mauri, tapu, mana, wehi and karakia and the important contribution Maori culture makes to the character of the District (refer Chapter 2 and in particular Section 2.5 and Council's "Tangata Whenua Values and Perspectives" (2004);

- (e) providing planting of indigenous vegetation in a way that links existing habitats of indigenous fauna and provides the opportunity for the extension, enhancement or creation of habitats for indigenous fauna, including mechanisms to exclude pests;
- (f) protecting historic heritage through the siting of buildings and development and design of subdivisions.
- (g) achieving hydraulic neutrality and ensuring that natural hazards will not be exacerbated or induced through the siting and design of buildings and development.

The subdivision rules in the RPZ are designed to give effect to these objectives and policies.

Noting again that number of rural residential lots proposed as part of this application is provided for as a discretionary activity, the density of residential development facilitated by the proposal aligns with the intentions of the RPZ.

As outlined in section 5.3 of this report, while residential units will eventually be constructed on the proposed titles, the built form facilitated by this subdivision will be easily absorbed by the surrounding environment. The site is located in an area where rural residential development is common. The proposed subdivision is consistent with the mixed rural character and amenity of the receiving environment, which includes varied rural living development coexisting with rural production activities.

The varying topography and vegetative cover associated with the site, along with the orientation of existing dwellings on adjoining properties, will ensure that the future dwellings on Lots 1 – 3 are not collectively visible from adjoining properties or the surrounding environment, and that they do not form prominent visual elements.

There are no outstanding or notable landscape features within the surrounding environment that would be adversely impacted by the proposal.

Minimal physical works are required to give effect to the subdivision. Lots 1 and 3 will be accessed via single vehicle crossings constructed at building consent

stage on Haruru Falls Road. Lot 2 will be accessed via an existing right of way which is not proposed to be upgraded as part of this application.

The on-site servicing arrangements associated with the future development of Lots 1 – 3 will be undertaken in accordance with the relevant requirements of the FNDC and NRC.

Further, there are no known cultural or heritage features located within the surrounding environment that would be adversely impacted by the proposal.

Given the above, the proposal is consistent with the objectives and policies that look to ensure that subdivision and development is compatible with the amenity, character, landscape and natural values of the environment.

### Servicing

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

**Objective 13.3.5** To ensure that all new subdivisions provide a reticulated water supply and/or on-site water storage and include storm water management sufficient to meet the needs of the activities that will establish all year round.

**Objective 13.3.8** To ensure that all new subdivision provides an electricity supply sufficient to meet the needs of the activities that will establish on the new lots created.

**Policy 8.4.3** That any new infrastructure for development in rural areas be designed and operated in a way that safeguards the life supporting capacity of air, water, soil and ecosystems while protecting areas of significant indigenous vegetation and significant habitats of indigenous fauna, outstanding natural features and landscapes.

**Policy 13.4.5** That access to, and servicing of, the new allotments be provided for in such a way as will avoid, remedy or mitigate any adverse effects on neighbouring property, public roads (including State Highways), and the natural and physical resources of the site caused by silt runoff, traffic, excavation and filling and removal of vegetation.

**Policy 13.4.8** That the provision of water storage be taken into account in the design of any subdivision.

The proposed lots have net site areas of at least 6ha and are therefore of an adequate size that is capable of accommodating on-site servicing without

creating any reverse sensitivity effects on neighbouring properties. The on-site servicing arrangements for Lots 1 – 3 will be established in accordance with the relevant FNDC and NRC requirements at the building consent stage. This will ensure that these lots are appropriately serviced.

The proposed subdivision is consistent with the objectives and policies from the RPZ that look to ensure that subdivision and development is appropriately serviced.

### Conclusion

In accordance with the above assessment, the proposed subdivision is not contrary to the relevant objectives and policies from the OFNDP.

## **6.2 The Far North Proposed District Plan**

### Context

As outlined in section 1.2 of this report, most of the rules in the PFNDP do not have legal effect. Notwithstanding this, the relevant rules that the proposal would require consent under are identified and an assessment against the relevant objectives and policies is provided below. None of the rules have legal effect.

### Relevant rules

- SUB-R3' Subdivision to create a new allotment' – non-complying activity.  
*The proposal does not comply with the minimum lot sizes outlined for the RPZ.*

### Overall activity status

The subdivision would be a non-complying activity under the PFNDP. However, none of the relevant rules have legal effect.

### Assessment – objectives and policies

Given the rules identified above, the objectives and policies most relevant to this application are contained in the 'Subdivision' chapter of the PFNDP. The

relevant objectives and policies are identified, and an assessment provided in the context of the proposed subdivision is provided below.

### Subdivision chapter

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

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

There are several objectives and policies from the Subdivision chapter of the PFNDP that are of some relevance to the proposed subdivision. However, SUB-P8 is of particular relevance.

SUB-P8 requires that rural residential subdivision in the RPZ is avoided unless it protects a Significant Natural Area (SNA) in accordance with the environmental benefit requirements and will not result in the loss of versatile soils for primary production activities.

In this instance, the subdivision will not result in the protection of SNA areas. However, some support can be drawn for the Subdivision from SUB-P8, noting that the soils at the site have a LUC classification of 4 and 6 and therefore do are not considered versatile under the PFNDP.

While some support can be drawn for the subdivision from the objectives and policies in the subdivision chapter, ultimately, the subdivision would be contrary unless it was progressed in accordance with the environmental benefit provisions.

### Conclusion

Unless progressed in accordance with environmental benefit provisions, the proposed subdivision would be contrary to the objectives and policies of the PFNDP.

### Weighting

Notwithstanding the assessment provided above, the PFNDP is still in a relatively early stage of the plan change process, with a large number of

submissions having been received on a wide range of topics (including the RPZ provisions). Given the wide-ranging nature of some of these submissions, little weight should be applied to the provisions of the PFNDP at this stage.

### **6.3 NES – Soil Contamination**

Based on the applicant's knowledge of the subject site, an analysis of aerial photography, and a review of the Northland Regional Councils 'selected land use sites' database, there is no evidence to suggest that the site has ever accommodated an activity from the HAIL.

The subject site is therefore not a piece of land described in clause 5(7) or (8) and the NES regulations are not relevant to this application.

### **6.4 Part 2 assessment – the Resource Management Act**

An assessment of Part 2 matters is not required unless there are issues of invalidity, incomplete coverage, or uncertainty in the planning provisions.<sup>1</sup> In this case, there is no invalidity, incomplete coverage, or uncertainty amongst the various documents. In that regard, no assessment of the application is required under Part 2.

---

<sup>1</sup> *R J Davidson Family Trust the Marlborough District Council* [2018] NZCA 316

## 7. NOTIFICATION

Pursuant to sections 95A and 95B of the RMA, Section 5 of this report concludes that any adverse effects associated with the proposal will be less than minor. Furthermore, there are no special circumstances associated with the application, the applicant has not requested notification, and there is no rule or national environmental standard that requires notification of this application. Consequentially, public notification is not necessary.

The assessment of environmental effects in Section 5 of this report confirms that no parties are considered to be adversely affected by the proposal. Consequentially, limited notification is not necessary.

Having considered the above, the proposal can proceed on a non-notified basis.

## 8. CONCLUSION

The proposal is to subdivide the subject site into three lots at Haruru Falls Road/Tui Glen Road, Haruru. The proposal requires consent as a **discretionary activity** under the FNDP.

Section 5 of this report concludes that any adverse effects associated with the proposed subdivision will be avoided or mitigated such that they are less than minor. Accordingly appropriate regard has been given to s104(1)(a) of the RMA.

In accordance with sections 6.1 and 6.2 of this report, the proposal is consistent with and supported by the policy framework of both the operative and proposed FNDP. Accordingly, appropriate regard has been given to s104(1)(b)(vi) of the RMA.

Section 6.3 of this report concludes that the NES-SC is not relevant to this application. Appropriate regard has therefore been given to s104(1)(b)(i) of the RMA.

While recourse to Part 2 is not required, section 6.4 of this report confirms that the proposal does not compromise the purpose or principles of the RMA.

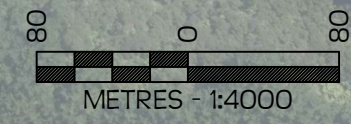
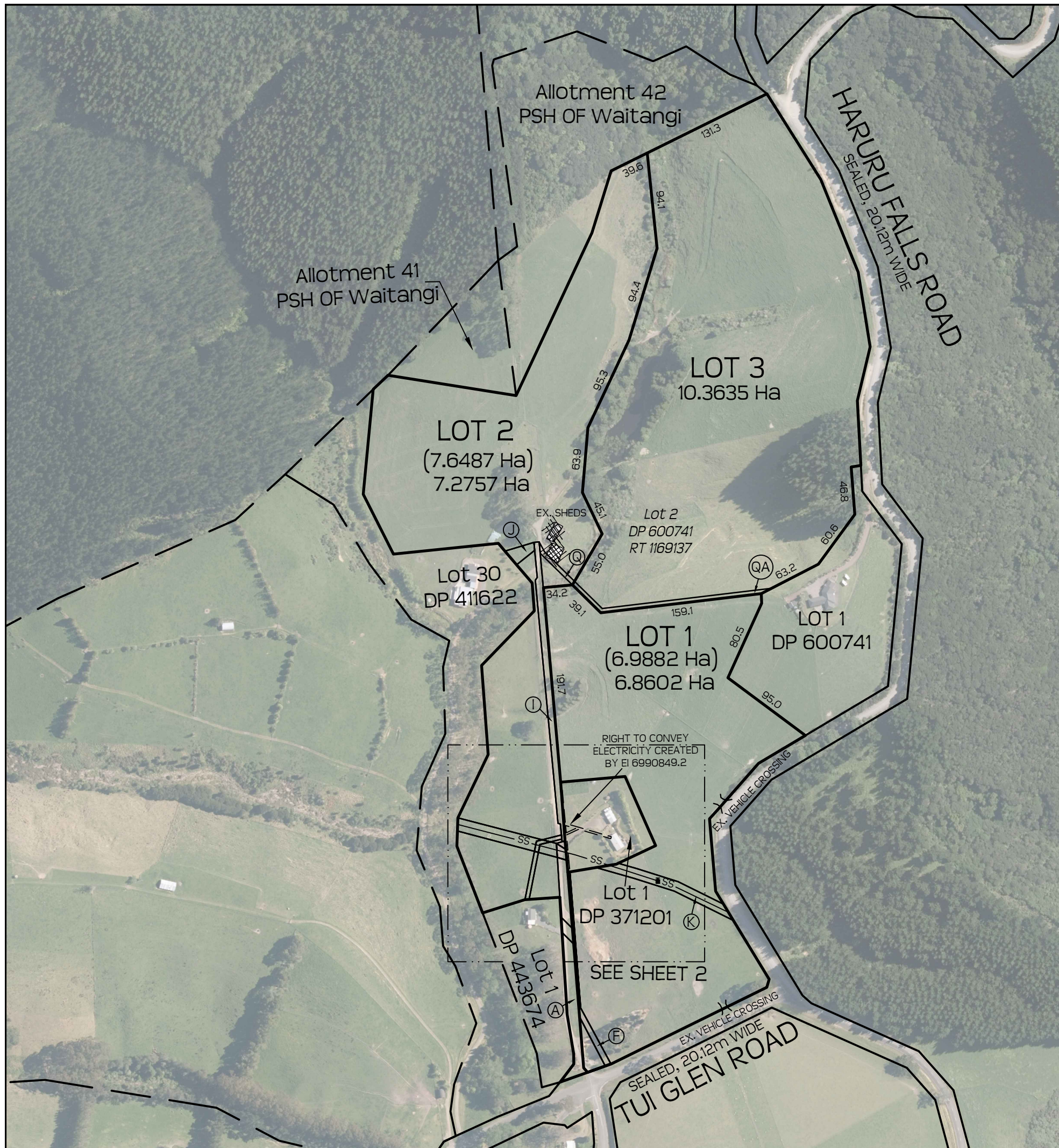
Having regard to all of the relevant matters in s104(1) and s104B of the RMA, the proposal can be approved subject to appropriate conditions of consent.

# APPENDIX 1

## SUBDIVISION SCHEME PLAN

---





- CAUTION:**
- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
  - AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
  - THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
  - SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
  - DO NOT SCALE OFF DRAWINGS.
  - THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
  - DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND
  - 04m 2014-2016 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
  - BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EDEN 2000.

| EXISTING EASEMENT SCHEDULE   |          |              |                 |
|--|----------|--------------|-----------------|
| PURPOSE  | SHOWN    | BURDENED     | BENEFITED       |
| RIGHT TO DRAIN WATER, SEWAGE, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | F, G & H | LOT 1 HEREON | LOT 1 LT 600741 |
|  | A, B & C | LOT 2 HEREON |                 |
|  | QA       | LOT 3 HEREON |                 |

| EXISTING EASEMENTS IN GROSS |             |              |             |
|-----------------------------|-------------|--------------|-------------|
| PURPOSE                     | SHOWN       | BURDENED     | CREATED     |
| RIGHT TO CONVEY ELECTRICITY | J           | LOT 2 HEREON | #8070861.15 |
| RIGHT OF WAY                | D, L, M & N | LOT 2 HEREON | #8213682.2  |
|                             | K           | LOT 1 HEREON |             |

**NOTE:**  
SUBJECT TO PART IV A CONSERVATION ACT 198

- SS IS A RISING MAIN LINE — SS —

TOTAL AREA: 25.0004 Ha  
COMPRISED IN: RT 1169137 (ALL)  
THIS SITE IS ZONED 'RURAL PRODUCTION' AND THE BUILDING SETBACKS ARE THUS: 10m FROM ALL BOUNDARIES.

| EXISTING EASEMENT SCHEDULE                                 |                       |              |             |
|--|-----------------------|--------------|-------------|
| PURPOSE  | SHOWN                 | BURDENED     | CREATED     |
| RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | A, B & C              | LOT 2 HEREON | #6990849.2  |
|  | D & E                 | LOT 2 HEREON |             |
| RIGHT TO CONVEY ELECTRICITY                                | F, G & H              | LOT 1 HEREON | #8070861.13 |
|  | I                     | LOT 2 HEREON |             |
| RIGHT TO DRAIN SEWAGE                                      | D, M, L & N           | LOT 2 HEREON | #8213682.2  |
|  | K                     | LOT 1 HEREON |             |
| RIGHT OF WAY, RIGHT TO CONVEY TELECOM                      | A & B                 | LOT 2 HEREON | #9168903.2  |
|  | D, E, I, M, O, CA & P | LOT 2 HEREON |             |
| RIGHT TO CONVEY ELECTRICITY                                | F, G & H              | LOT 1 HEREON | #9168903.2  |
|  | C                     | LOT 2 HEREON |             |

| REV | DATE     | DESCRIPTION          |
|-----|----------|----------------------|
| A   | 15.11.24 | FIRST ISSUE - JBH/AA |

REF. DATA:

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

CLIENT

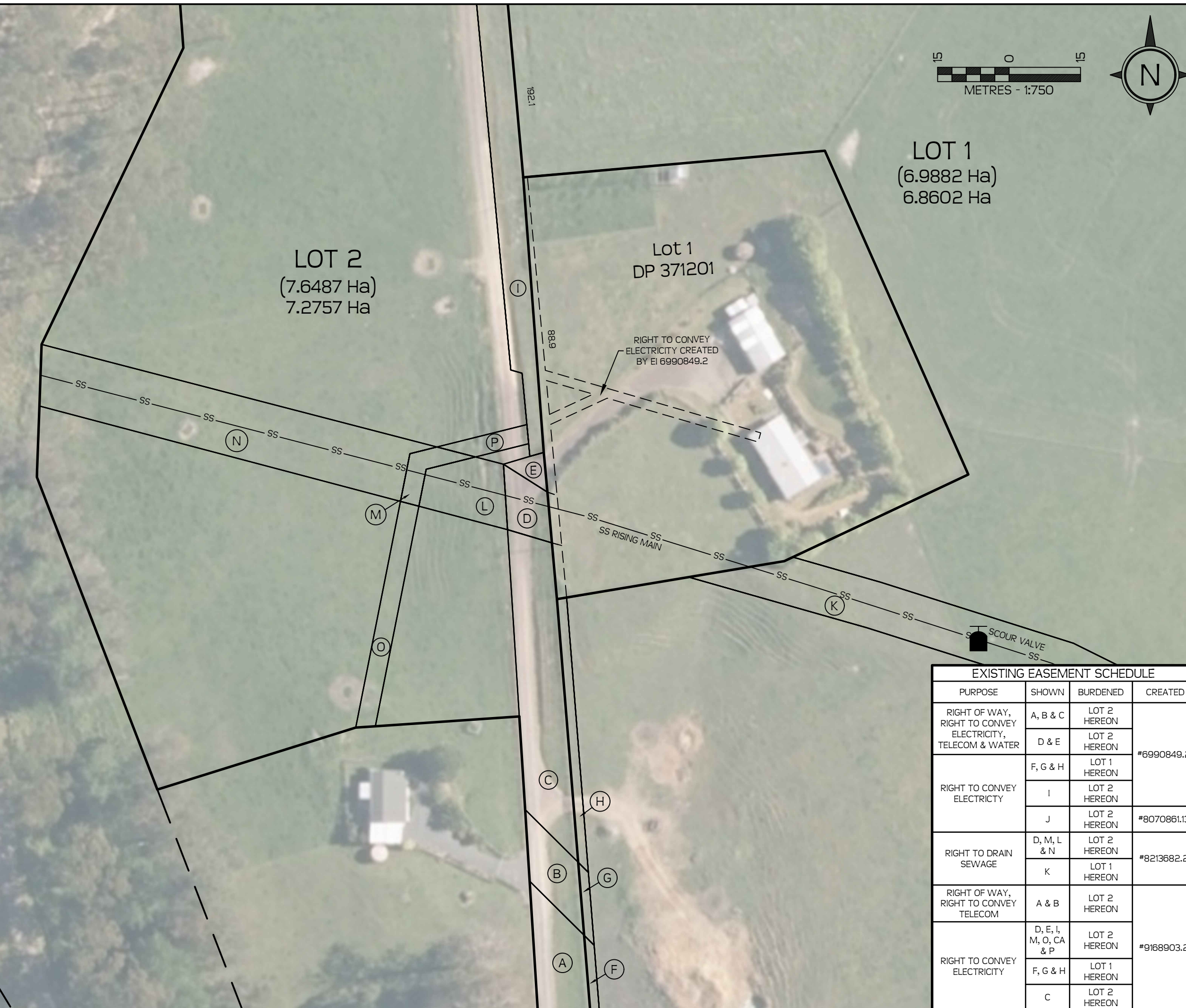
**MACK LYNN**  
TUI GLEN ROAD,  
PAIHIA

TITLE

**PROPOSED SUBDIVISION OF  
LOT 2 LT 600741**

|              |          |       |            |
|--------------|----------|-------|------------|
| DATE         | NOV 2024 | SCALE | 1:4000 @A3 |
| DRAWING REF. | S18193   | SHEET | 1/2        |
| REV          | A        |       |            |





- CAUTION:**
- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
  - AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
  - THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
  - DO NOT SCALE OFF DRAWINGS.
  - THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
  - DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND
  - 04th 2014-2016 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
  - BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EDEN 2000.

| EXISTING EASEMENT SCHEDULE   |          |              |                 |
|--|----------|--------------|-----------------|
| PURPOSE  | SHOWN    | BURDENED     | BENEFITED       |
| RIGHT TO DRAIN WATER, SEWAGE, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | F, G & H | LOT 1 HEREON | LOT 1 LT 600741 |
|  | A, B & C | LOT 2 HEREON |                 |
|  | QA       | LOT 3 HEREON |                 |

| EXISTING EASEMENTS IN GROSS |             |              |             |
|-----------------------------|-------------|--------------|-------------|
| PURPOSE                     | SHOWN       | BURDENED     | CREATED     |
| RIGHT TO CONVEY ELECTRICTY  | J           | LOT 2 HEREON | #8070861.15 |
| RIGHT OF WAY                | D, L, M & N | LOT 2 HEREON | #8213682.2  |
|                             | K           | LOT 1 HEREON |             |

**NOTE:**  
SUBJECT TO PART IV A CONSERVATION ACT 198

- SS IS A RISING MAIN LINE — SS —

**TOTAL AREA: 25.0004 Ha**  
**COMPRISED IN: RT 1169137 (ALL)**

THIS SITE IS ZONED 'RURAL PRODUCTION' AND THE BUILDING SETBACKS ARE THUS: 10m FROM ALL BOUNDARIES.

| EXISTING EASEMENT SCHEDULE                                 |                       |              |             |
|--|-----------------------|--------------|-------------|
| PURPOSE  | SHOWN                 | BURDENED     | CREATED     |
| RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | A, B & C              | LOT 2 HEREON | #6990849.2  |
|  | D & E                 | LOT 2 HEREON |             |
| RIGHT TO CONVEY ELECTRICTY                                 | F, G & H              | LOT 1 HEREON | #8070861.13 |
|  | I                     | LOT 2 HEREON |             |
| RIGHT TO DRAIN SEWAGE                                      | D, M, L & N           | LOT 2 HEREON | #8213682.2  |
|  | K                     | LOT 1 HEREON |             |
| RIGHT OF WAY, RIGHT TO CONVEY TELECOM                      | A & B                 | LOT 2 HEREON | #9168903.2  |
| RIGHT TO CONVEY ELECTRICITY                                | D, E, I, M, O, CA & P | LOT 2 HEREON |             |
|  | F, G & H              | LOT 1 HEREON |             |
|  | C                     | LOT 2 HEREON |             |

| REV | DATE     | DESCRIPTION          |
|-----|----------|----------------------|
| A   | 15.11.24 | FIRST ISSUE - JBH/AA |

**reyburn & bryant**

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

CLIENT

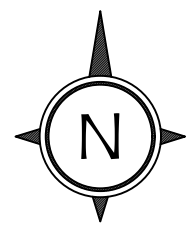
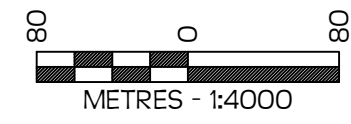
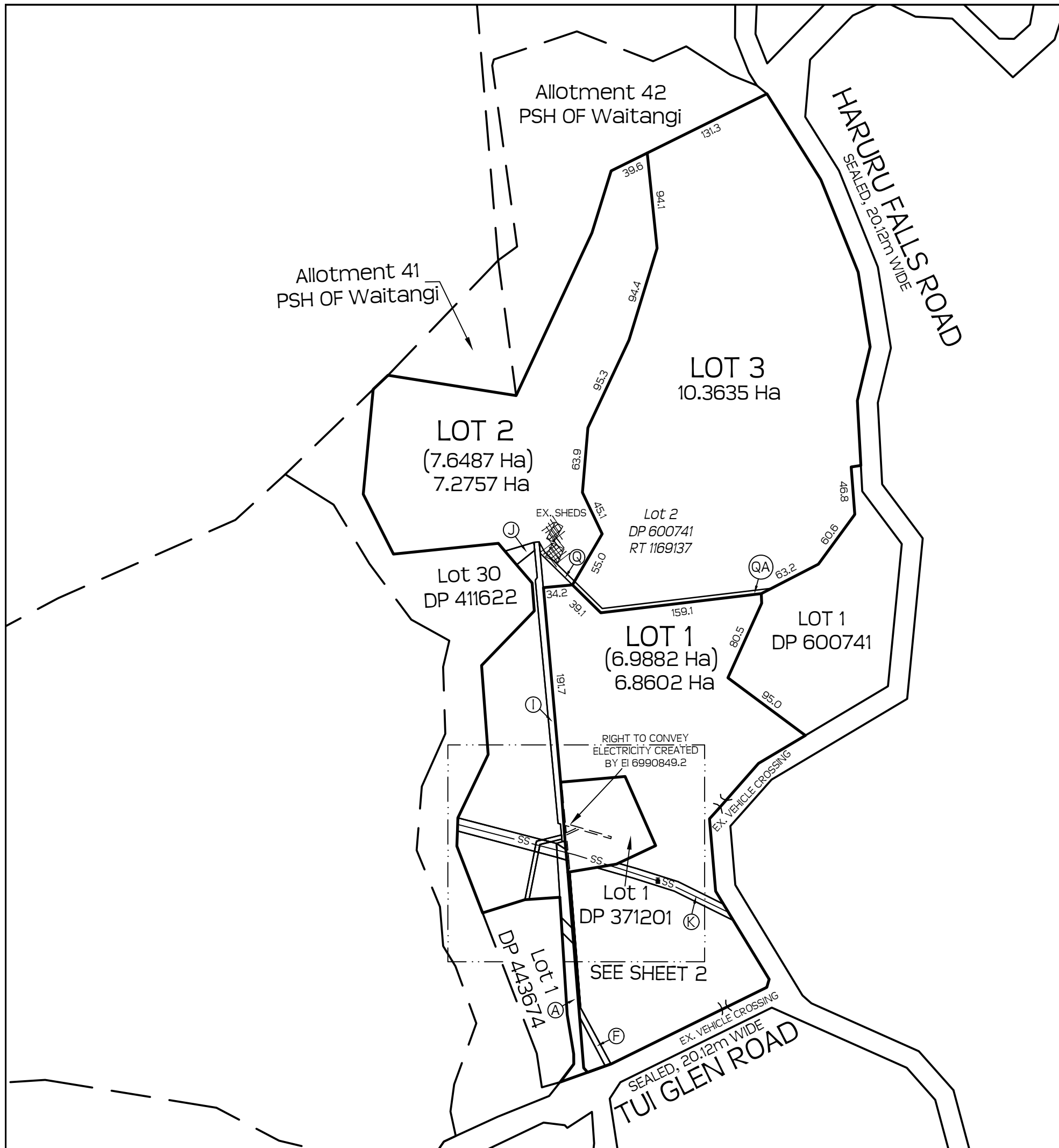
**MACK LYNN**  
TUI GLEN ROAD,  
PAIHIA

TITLE

**PROPOSED SUBDIVISION OF**  
**LOT 2 LT 600741**

|      |          |       |           |
|------|----------|-------|-----------|
| DATE | NOV 2024 | SCALE | 1:750 @A3 |
|------|----------|-------|-----------|

|               |            |          |
|---------------|------------|----------|
| DRAWING REF.  | SHEET      | REV      |
| <b>S18193</b> | <b>2/2</b> | <b>A</b> |



- CAUTION:**
- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
  - AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
  - THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
  - DO NOT SCALE OFF DRAWINGS.
  - THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
  - DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND
  - 04m 2014-2016 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
  - BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EDEN 2000.

| EXISTING EASEMENT SCHEDULE   |          |              |                 |
|--|----------|--------------|-----------------|
| PURPOSE  | SHOWN    | BURDENED     | BENEFITED       |
| RIGHT TO DRAIN WATER, SEWAGE, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | F, G & H | LOT 1 HEREON | LOT 1 LT 600741 |
|  | A, B & C | LOT 2 HEREON |                 |
|  | QA       | LOT 3 HEREON |                 |

| EXISTING EASEMENTS IN GROSS |             |              |             |
|-----------------------------|-------------|--------------|-------------|
| PURPOSE                     | SHOWN       | BURDENED     | CREATED     |
| RIGHT TO CONVEY ELECTRICITY | J           | LOT 2 HEREON | #8070861.15 |
| RIGHT OF WAY                | D, L, M & N | LOT 2 HEREON | #8213682.2  |
|                             | K           | LOT 1 HEREON |             |

**NOTE:**  
SUBJECT TO PART IV A CONSERVATION ACT 198

- SS IS A RISING MAIN LINE — SS —

TOTAL AREA: 25.0004 Ha  
 COMPRISED IN: RT 1169137 (ALL)  
 THIS SITE IS ZONED 'RURAL PRODUCTION' AND THE BUILDING SETBACKS ARE THUS: 10m FROM ALL BOUNDARIES.

| EXISTING EASEMENT SCHEDULE                                 |                       |              |             |
|--|-----------------------|--------------|-------------|
| PURPOSE  | SHOWN                 | BURDENED     | CREATED     |
| RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | A, B & C              | LOT 2 HEREON | #6990849.2  |
|  | D & E                 | LOT 2 HEREON |             |
| RIGHT TO CONVEY ELECTRICITY                                | F, G & H              | LOT 1 HEREON | #8070861.13 |
|  | I                     | LOT 2 HEREON |             |
| RIGHT TO DRAIN SEWAGE                                      | D, M, L & N           | LOT 2 HEREON | #8213682.2  |
|  | K                     | LOT 1 HEREON |             |
| RIGHT OF WAY, RIGHT TO CONVEY TELECOM                      | A & B                 | LOT 2 HEREON | #9168903.2  |
|  | D, E, I, M, O, CA & P | LOT 2 HEREON |             |
| RIGHT TO CONVEY ELECTRICITY                                | F, G & H              | LOT 1 HEREON | #9168903.2  |
|  | C                     | LOT 2 HEREON |             |

| REV | DATE     | DESCRIPTION          |
|-----|----------|----------------------|
| A   | 15.11.24 | FIRST ISSUE - JBH/AA |

**reyburn & bryant**

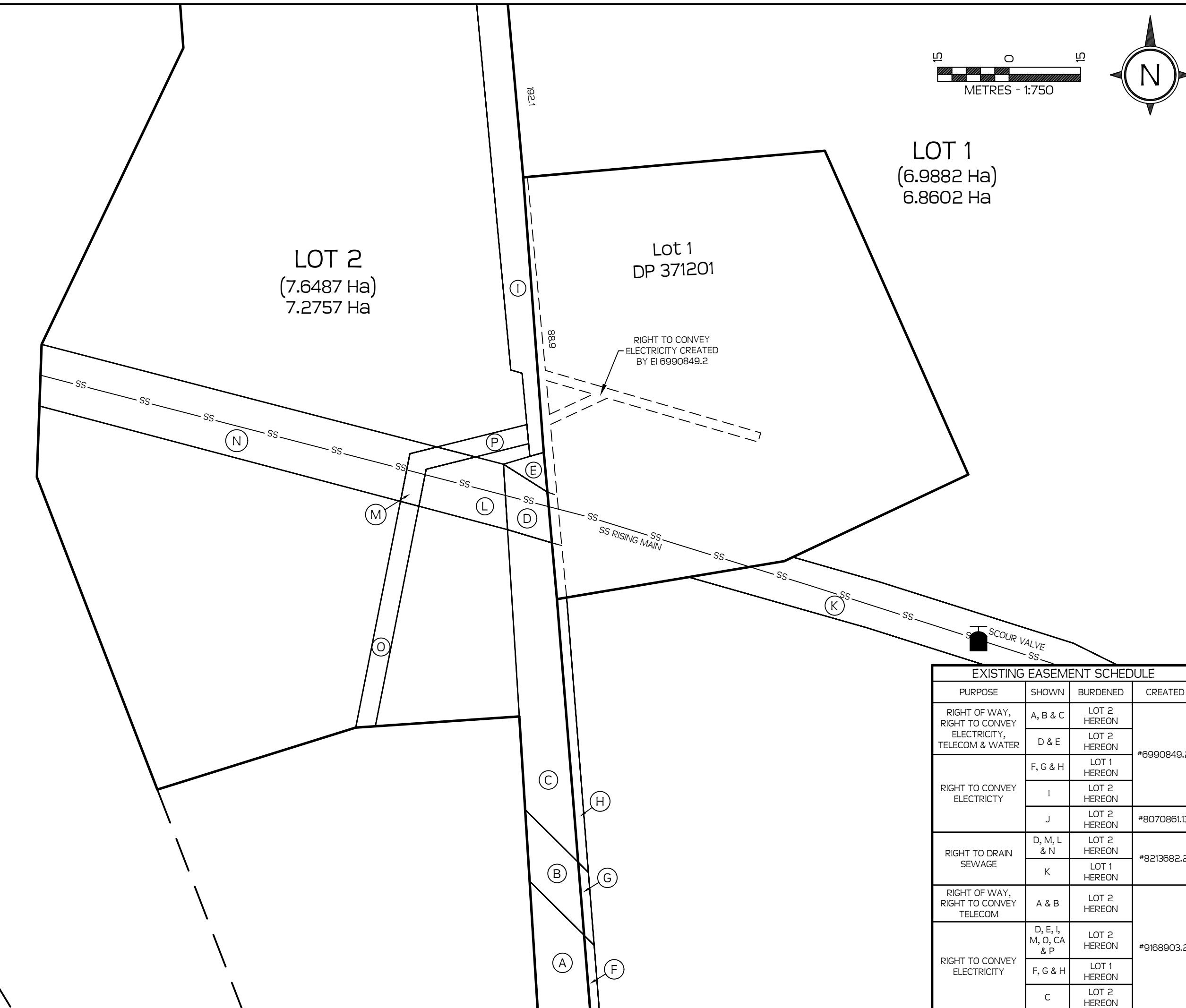
Ph: 09 438 3563 PO Box 191, Whangarei 0140  
 7 Selwyn Ave, Whangarei www.reyburnandbryant.co.nz

CLIENT  
**MACK LYNN**  
 TUI GLEN ROAD,  
 PAIHIA

TITLE  
**PROPOSED SUBDIVISION OF  
 LOT 2 LT 600741**

|              |          |       |            |
|--------------|----------|-------|------------|
| DATE         | NOV 2024 | SCALE | 1:4000 @A3 |
| DRAWING REF. | S18193   | SHEET | 1/2        |
| REV          | A        |       |            |





- CAUTION:**
- THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
  - AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
  - THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
  - DO NOT SCALE OFF DRAWINGS.
  - THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
  - DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND
  - 04m 2014-2016 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE.
  - BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EDEN 2000.

| EXISTING EASEMENT SCHEDULE   |          |              |                 |
|--|----------|--------------|-----------------|
| PURPOSE  | SHOWN    | BURDENED     | BENEFITED       |
| RIGHT TO DRAIN WATER, SEWAGE, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | F, G & H | LOT 1 HEREON | LOT 1 LT 600741 |
|  | A, B & C | LOT 2 HEREON |                 |
|  | QA       | LOT 3 HEREON |                 |

| EXISTING EASEMENTS IN GROSS |             |              |             |
|-----------------------------|-------------|--------------|-------------|
| PURPOSE                     | SHOWN       | BURDENED     | CREATED     |
| RIGHT TO CONVEY ELECTRICITY | J           | LOT 2 HEREON | #8070861.15 |
| RIGHT OF WAY                | D, L, M & N | LOT 2 HEREON | #8213682.2  |
|                             | K           | LOT 1 HEREON |             |

**NOTE:**  
SUBJECT TO PART IV A CONSERVATION ACT 198

- SS IS A RISING MAIN LINE — SS —

TOTAL AREA: 25.0004 Ha  
COMPRISED IN: RT 1169137 (ALL)

THIS SITE IS ZONED 'RURAL PRODUCTION' AND THE BUILDING SETBACKS ARE THUS: 10m FROM ALL BOUNDARIES.

| REV | DATE     | DESCRIPTION          |
|-----|----------|----------------------|
| A   | 15.11.24 | FIRST ISSUE - JBH/AA |

| EXISTING EASEMENT SCHEDULE                                 |                       |              |             |
|--|-----------------------|--------------|-------------|
| PURPOSE  | SHOWN                 | BURDENED     | CREATED     |
| RIGHT OF WAY, RIGHT TO CONVEY ELECTRICITY, TELECOM & WATER | A, B & C              | LOT 2 HEREON | #6990849.2  |
|  | D & E                 | LOT 2 HEREON |             |
| RIGHT TO CONVEY ELECTRICITY                                | F, G & H              | LOT 1 HEREON | #8070861.13 |
|  | I                     | LOT 2 HEREON |             |
| RIGHT TO DRAIN SEWAGE                                      | D, M, L & N           | LOT 2 HEREON | #8213682.2  |
|  | K                     | LOT 1 HEREON |             |
| RIGHT OF WAY, RIGHT TO CONVEY TELECOM                      | A & B                 | LOT 2 HEREON | #9168903.2  |
| RIGHT TO CONVEY ELECTRICITY                                | D, E, I, M, O, CA & P | LOT 2 HEREON |             |
|  | F, G & H              | LOT 1 HEREON |             |
|  | C                     | LOT 2 HEREON |             |

**reyburn & bryant**

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

CLIENT

MACK LYNN  
TUI GLEN ROAD,  
PAIHIA

TITLE

**PROPOSED SUBDIVISION OF  
LOT 2 LT 600741**

|      |          |       |           |
|------|----------|-------|-----------|
| DATE | NOV 2024 | SCALE | 1:750 @A3 |
|------|----------|-------|-----------|

|              |       |     |
|--------------|-------|-----|
| DRAWING REF. | SHEET | REV |
| S18193       | 2/2   | A   |

# **APPENDIX 2**

## **RECORDS OF TITLE AND MEMORIALS**

---



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **556381**  
**Land Registration District** **North Auckland**  
**Date Issued** 28 September 2012

**Prior References**  
288346

---

**Estate** Fee Simple  
**Area** 27.3240 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 443674

**Registered Owners**

Matthew Brown Sharpe, Beverley Joy Sharpe and Johnston O'Shea Trustee Limited

---

**Interests**

Subject to Part IV A Conservation Act 1987

Subject to Section 8 Atomic Energy Act 1945

Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)

Subject to Section 261 Coal Mines Act 1979

Subject to Section 5 Coal Mines Act 1979

Subject to Section 3 Geothermal Energy Act 1953

Subject to Section 3 Petroleum Act 1937

Subject to Sections 6 and 8 Mining Act 1971

Subject to a right of way and right to convey telecommunications, computer media, electricity and water over parts marked A, B, C, D & E and a right to convey electricity over parts marked F, G, H & I, all on DP 443674 created by Easement Instrument 6990849.2 - 16.8.2006 at 9:00 am

Appurtenant hereto is a right to convey electricity created by Easement Instrument 6990849.2 - 16.8.2006 at 9:00 am

The easements created by Easement Instrument 6990849.2 are subject to Section 243 (a) Resource Management Act 1991 8064273.2 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 5.2.2009 at 9:00 am

Subject to a right to convey electricity over part marked J on DP 443674 created by Easement Instrument 8070861.13 - 6.5.2009 at 2:49 pm

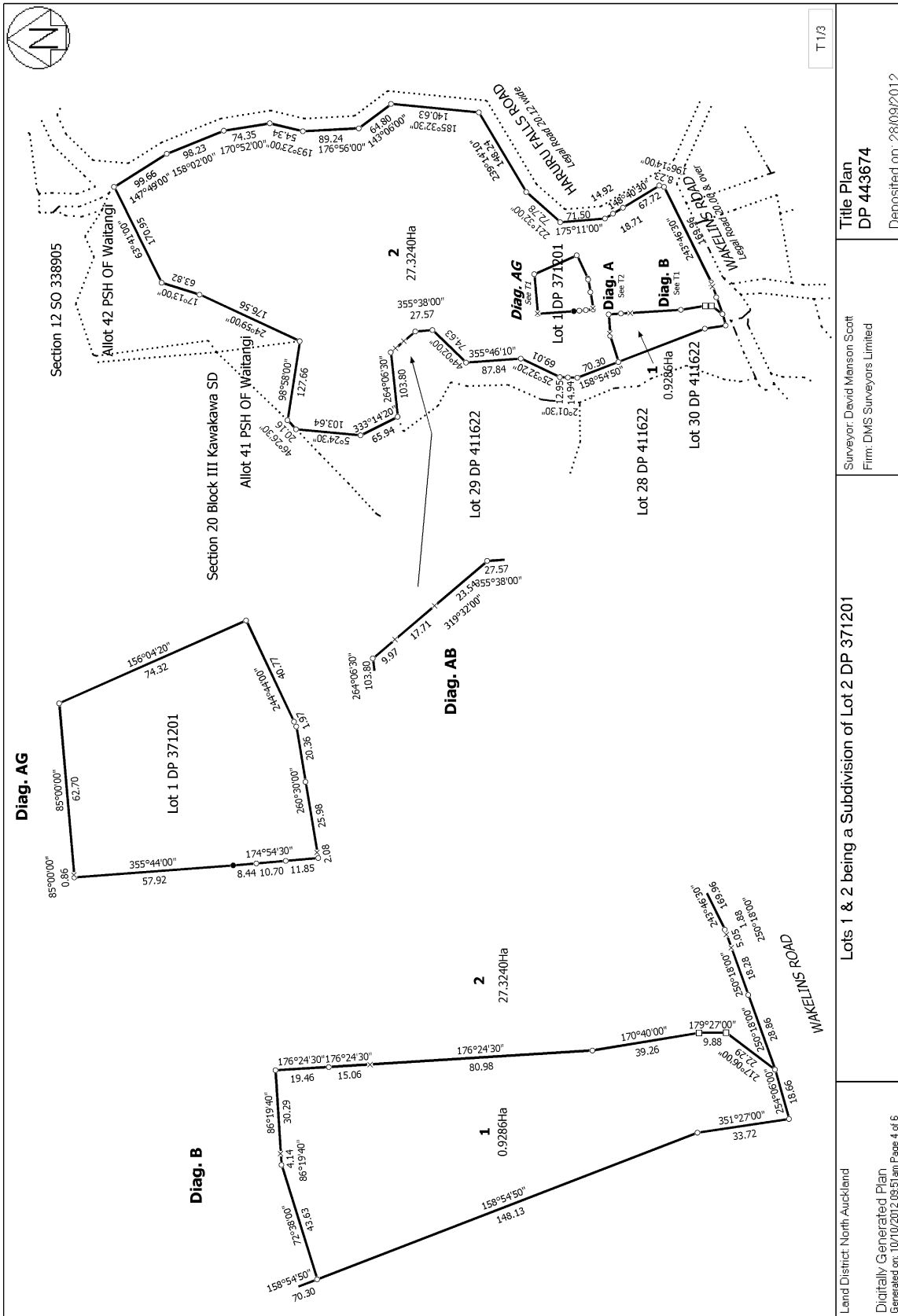
Subject to a right (in gross) to convey electricity over part marked J on DP 443674 in favour of Top Energy Limited created by Easement Instrument 8070861.15 - 6.5.2009 at 2:49 pm

The easements created by Easement Instrument 8070861.15 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain sewage and a right of way (in gross) over parts marked D, K, L, M & N on DP 443674 in favour of Far North District Council created by Easement Instrument 8213682.2 - 14.8.2009 at 9:25 am

Subject to a right of way and a right to convey telecommunications & computer media over parts marked A & B, and a right to convey electricity over parts marked C, D, E, F, G, H, I, M, O & P, all on DP 443674 created by Easement Instrument 9168903.2 - 28.9.2012 at 11:05 am

The easements created by Easement Instrument 9168903.2 are subject to Section 243 (a) Resource Management Act 1991



T/13

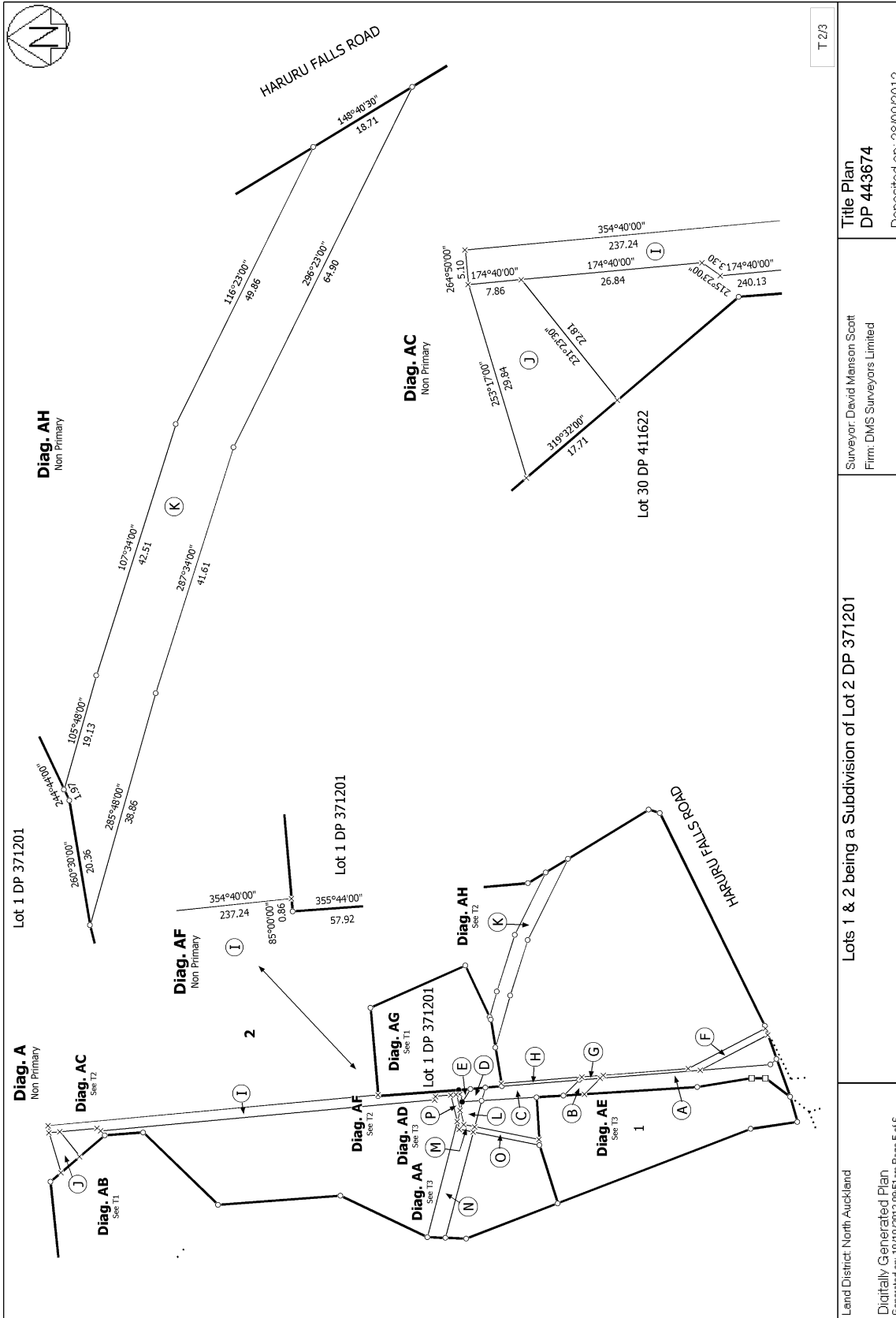
Surveyor: David Manson Scott  
Firm: DMS Surveyors Limited

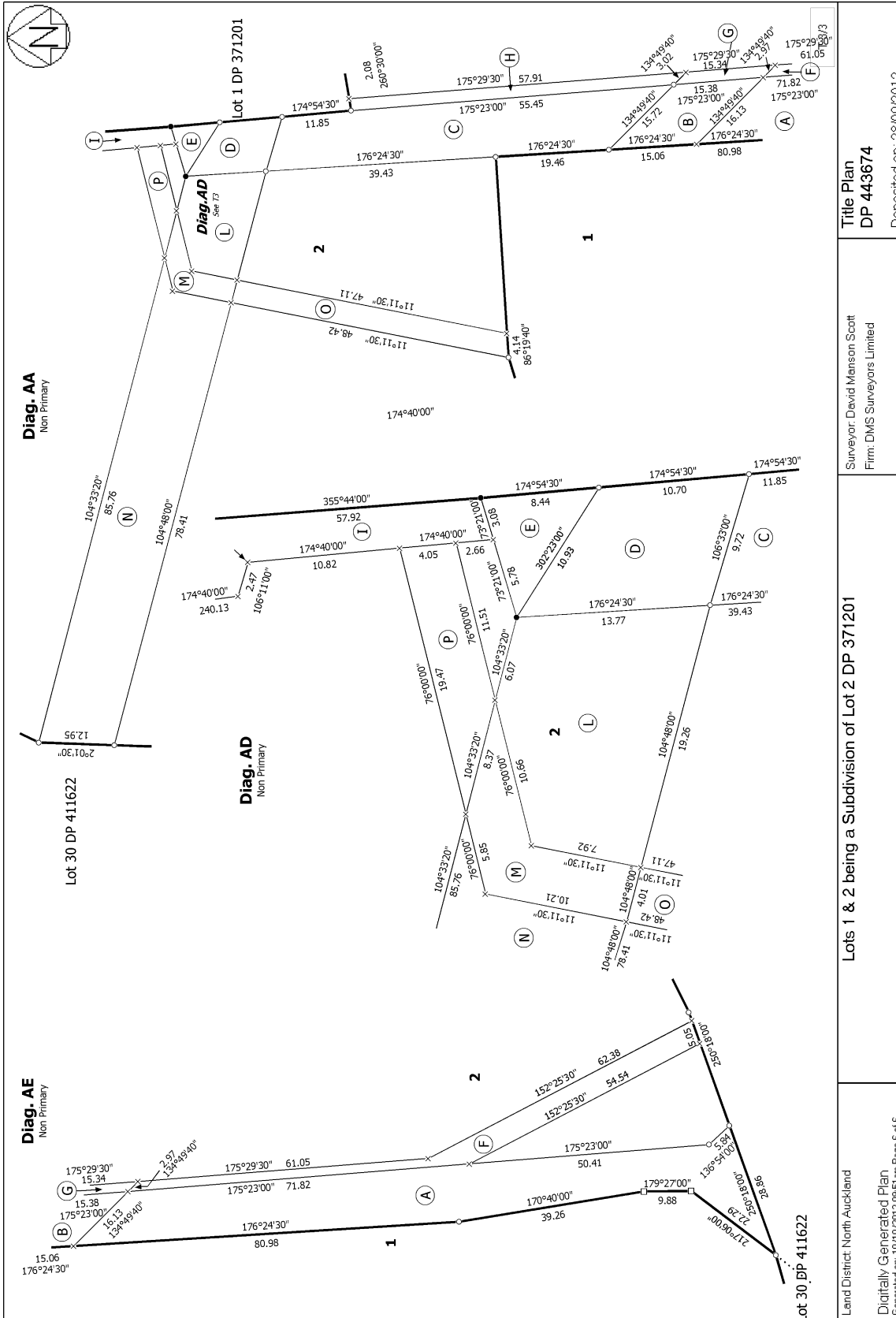
Land District: North Auckland  
Digitally Generated Plan  
Generated on: 10/10/2012 09:51 am Page 4 of 6

Title Plan  
DP 443674

Deposited on: 28/09/2012







Title Plan  
DP 443674  
Deposited on: 28/09/2012

Surveyor: David Manson Scott  
Firm: DMS Surveyors Limited

Lots 1 & 2 being a Subdivision of Lot 2 DP 371201

Land District: North Auckland  
Digitally Generated Plan  
Generated on: 10/10/2012 09:51 am Page 6 of 6

Approved by Registrar-General of Land under No. 2002/6055  
**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**



**EI 6990849.2 Easemen**

Cpy - 01/01, Pgs - 003, 15/08/06, 15:06



DocID: 312609889

Grantor

Surname(s) mu.

**Matthew Brown SHARPE and Beverly Joy SHARPE**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Matthew Brown SHARPE and Beverly Joy SHARP E**

**Grant\* of easement or profit à prendre or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) 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).

Dated this 2 day of August 2006

**Attestation**

|  |  |
|--|--|
| <p><i>M.B. Sharpe</i><br/><i>M.B. Sharpe</i></p> | <p><b>Signed in my presence by the Grantor</b><br/><i>E.T. Leads</i></p>   |
|  | <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)<br/> <b>Witness name</b> <u>E.T. LEADS</u></p> <p><b>Occupation</b> <u>MARINE SURVIVOR</u></p> <p><b>Address</b> <u>8 RICHARDSON ST</u><br/><u>OPUA, BAY OF ISLANDS</u></p> |
| <p><b>Signature [common seal] of Grantor</b></p> |  |

|  |  |
|--|--|
| <p><i>M.B. Sharpe</i><br/><i>M.B. Sharpe</i></p> | <p><b>Signed in my presence by the Grantee</b><br/><i>E.T. Leads</i></p>   |
|  | <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)<br/> <b>Witness name</b> <u>E.T. LEADS</u></p> <p><b>Occupation</b> <u>MARINE SURVIVOR</u></p> <p><b>Address</b> <u>8 RICHARDSON ST</u><br/><u>OPUA, BAY OF ISLANDS</u></p> |
| <p><b>Signature [common seal] of Grantee</b></p> |  |

Certified correct for the purposes of the Land Transfer Act 1952.

*[Signature]*

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**Annexure Schedule 1**



Easement instrument

Dated 2 August 2006

Page 1 of 2 pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

| Purpose (nature and extent) of easement, profit, or covenant  | Shown (plan reference)       | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT or in gross) |
|---|------------------------------|-----------------------------------|---|
| Right of way<br>Right to convey telecommunications and computer media, right to convey electricity, right to convey water | "A", "B", "C" on DP 371201   | 288346                            | 288345  |
| Right to convey electricity   | "H", "I", "J" and "L"<br>"K" | 288346<br>288345                  | 288345<br>288346                              |

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

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 2].

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

*[Handwritten signatures]*

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

2 August 2006

Page

2

of

2

Pages

(Continue in additional Annexure Schedule, if required.)

"Continuation of Easements or profits a prendre rights and powers (including terms, covenants, and conditions)"

1. Any maintenance, repair or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act or omission by the grantor or the grantee (as defined in paragraph 1 of Schedule 4 of the Land Transfer Regulations 2002) must be carried out promptly by that grantor or grantee at the sole cost of that grantor or grantee or in such proportion as relates to the act or omission.
2. All easement facilities in respect of the within easements, other than the easements of right of way, shall be placed under and within the ground comprising the stipulated course.
3. If, in respect of easements of right of way, there is conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and the provisions of the Ninth Schedule to the Property Law Act 1952 then the former shall prevail.
4. Where there is conflict between the rights powers terms covenants or restrictions herein ("the modifications") and the provisions of Schedule 4 to the Land Transfer Regulations 2002 and/or the provisions of the Ninth Schedule to the Property Law Act 1952 then the modifications shall prevail.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

*ADLS MRB*



# View Instrument Details

**Instrument No** 8070861.13  
**Status** Registered  
**Date & Time Lodged** 06 May 2009 14:49  
**Lodged By** McGregor, Jamie Louise  
**Instrument Type** Easement Instrument



---

| Affected Computer Registers | Land District  |
|-----------------------------|----------------|
| 288346                      | North Auckland |
| 443227                      | 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

## Signature

Signed by Jacqueline Margaret Liddell as Grantor Representative on 29/04/2009 11:30 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 Jacqueline Margaret Liddell as Grantee Representative on 08/04/2009 11:04 AM

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

Approved by Registrar-General of Land under No. 2007/6225

**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**



BARCODE

Grantor

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

**MATTHEW BROWN SHARPE, BEVERLEY JOY SHARPE and JOHNSTON O'SHEA TRUSTEE LIMITED**

Grantee

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

**LANDCORP ESTATES LIMITED**

**Grant\* of easement or profit à prendre or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) 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).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**Attestation**

|  |  |
|--|--|
| <p>Signed by <b>MATTHEW BROWN SHARPE &amp; BEVERLEY JOY SHARPE</b></p> <p>_____</p> <p>_____</p> <p>_____</p>                          | <p>Signed in my presence by the Grantor</p> <p>_____</p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature [common seal] of Grantor</p>  | <p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signed by <b>LANDCORP ESTATES LIMITED</b></p> <p>Director _____</p> <p>Director _____</p> <p>Signature [common seal] of Grantee</p> | <p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |

~~Certified correct~~ for the purposes of the Land Transfer Act 1952.

\_\_\_\_\_

[Solicitor for] the Grantee.

\*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225  
**Annexure Schedule 1**



Easement instrument Dated  Page 1 of 3 pages

**Schedule A** (Continue in additional Annexure Schedule if required.)

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT)  | Dominant tenement (Identifier/CT or in gross) |
|--|------------------------|------------------------------------|---|
| <b>Right to Convey Electricity</b>                           | <b>BU on DP 411622</b> | <b>Lot 2 DP 371201 (CT 288346)</b> | <b>Lot 30 DP 411622 (CT 443227)</b>           |

*Delete phrases in [ ] and insert memorandum number as required.  
 Continue in additional Annexure Schedule if required.*

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

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

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

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

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

**Covenant provisions**

*Delete phrases in [ ] and insert memorandum number as required.  
 Continue in additional Annexure Schedule if required.*

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

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

~~[Annexure Schedule 2].~~

**All signing parties and either their witnesses or solicitors must sign or initial in this box**



Approved by Registrar-General of Land under No. 2002/5032

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2**

THE following rights, powers, terms, conditions, covenants and restrictions in respect of the easements are in addition to those set out in the Fourth Schedule to the Land Transfer Regulations 2002 and in the Fifth Schedule to the Property Law Act 2007.

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the said Fifth Schedule will prevail.

Where there is a conflict between the provisions of the said Fourth Schedule and/or the said Fifth Schedule, and the modifications in this Easement Instrument, the modifications will prevail.

**1. Definitions**

"easement facility" in relation to a right to convey electric power includes a conductor of any kind (including a fibre optic cable) used or intended to be used for conveying electric power and includes any insulator, casing, tunnel or other equipment or material used for supporting, enclosing, surrounding or protecting any wires, conductor, cable or fibre optic cable.

**2. Subdivision**

If any of the dominant land or the servient land is subdivided, then the registered proprietor(s) of any new lot(s) which has the use of the easement facility will bear the costs of maintenance and repair equally with the other registered proprietors who are entitled to use the easement facility.

~~If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.~~

Approved by Registrar-General of Land under No. 2002/5032

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated \_\_\_\_\_

Page 3 of 3 Pages

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

Continuation of Attestation:

Signed by JOHNSTON O'SHEA  
TRUSTEE LIMITED by it's Directors:

\_\_\_\_\_

\_\_\_\_\_

~~If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.~~



# View Instrument Details

**Instrument No** 8070861.15  
**Status** Registered  
**Date & Time Lodged** 06 May 2009 14:49  
**Lodged By** McGregor, Jamie Louise  
**Instrument Type** Easement Instrument



---

**Affected Computer Registers**    **Land District**  
288346                                      North Auckland

---

**Annexure Schedule:** Contains 7 Pages.

---

## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

### Signature

Signed by Jacqueline Margaret Liddell as Grantor Representative on 29/04/2009 11:31 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 Jacqueline Margaret Liddell as Grantee Representative on 08/04/2009 11:05 AM

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

Approved by Registrar-General of Land under No. 2007/6225

**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**



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

**MATTHEW BROWN SHARPE, BEVERLEY JOY SHARPE and JOHNSTON O'SHEA TRUSTEE LIMITED**

Grantee

Surname(s) must be underlined or in CAPITALS.

**TOP ENERGY LIMITED**

**Grant\* of easement or *profit à prendre* or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) 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).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**Attestation**

|  |   |
|--|---|
| Signed by MATTHEW BROWN SHARPE,<br>BEVERLEY JOY SHARPE | Signed in my presence by the Grantor  |
|  | Signature of witness  |
| Signature [common seal] of Grantor                     | Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name |
|  | Occupation  |
| Signed by TOP ENERGY LIMITED                           | Address   |
|  | Signed in my presence by the Grantee  |
| Signature [common seal] of Grantee                     | Signature of witness  |
|  | Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name |
|  | Occupation  |
|  | Address   |

~~Certified correct for the purposes of the Land Transfer Act 1952.~~

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225

**Annexure Schedule 1**Easement instrument -Dated  Page  of  pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT or in gross) |
|--|------------------------|-----------------------------------|---|
| Right to Convey Electricity                                  | BU on DP 411622        | Lot 2 DP 371201 (CT 288346)       | 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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

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

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

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

**Covenant provisions**

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

*Continue in additional Annexure Schedule if required.*

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

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

~~[Annexure Schedule 2].~~

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

Approved by Registrar-General of Land under No. 2002/5032

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

-Dated- [ ]

Page 2 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of Attestation:**

Signed by JOHNSTON O'SHEA  
TRUSTEE LIMITED by it's Directors:

\_\_\_\_\_

\_\_\_\_\_

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**

Approved by Registrar-General of Land under No. 2002/5032

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

**Easement**

Dated \_\_\_\_\_

Page **3** of **6** Pages

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

**ANNEXURE SCHEDULE 2**

**1. Interpretation**

1.1 In this instrument, unless the context otherwise requires:

- (a) "Easement Area" means that part of the Servient Land marked on Deposited Plan 411622 with the letter BU;
- (b) "Servient Land" means the land owned by the Grantor described in Schedule A of Annexure Schedule 1;
- (c) "Transmission Line" means underground wires or conductors of any other kind (including fibre optic or coaxial cables) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulators, foundations, casings, tubes, tunnels, minor fixtures and other items, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line; and also includes any fuses, fuse holders, automatic switches, voltage regulators, capacitors or other instruments, apparatus or devices used in association with a Transmission Line; and anything in replacement or substitution of any of the foregoing;
- (d) words importing the singular include the plural and vice versa; and
- (e) references to the Grantor and Grantee include their respective heirs, executors, administrators, successors and assigns.

**2. Grant of electricity easement**

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

- (a) to convey, send, transmit and transport electricity and telecommunications signals, waves or impulses, without interruption or impediment and in any quantity by means of the Transmission Line;
- (b) to survey, investigate, lay, install and construct the Transmission Line under the Easement Area, at a depth 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);

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**

Approved by Registrar-General of Land under No. 2002/5032  
**Annexure Schedule**



Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated \_\_\_\_\_

Page 4 of 6 Pages

(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.

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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Approved by Registrar-General of Land under No. 2002/5032  
Annexure Schedule



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 5 of 6 Pages

(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 below the depth of 0.3 metres;
- (c) cause or knowingly permit flooding of the Easement Area;
- (d) burn off crops, trees or undergrowth on the 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 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) - (ii), 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No: 2002/5032

Annexure Schedule



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

[Blank box for date]

Page

6

of

6

Pages

(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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or collectors must sign or initial in this box.



# View Instrument Details

**Instrument No** 8213682.2  
**Status** Registered  
**Date & Time Lodged** 14 August 2009 09:25  
**Lodged By** Millar, John Lindsay  
**Instrument Type** Easement Instrument



---

**Affected Computer Registers**    **Land District**  
288346                                      North Auckland

---

**Annexure Schedule:** Contains 6 Pages.

---

## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

### Signature

Signed by John Lindsay Millar as Grantor Representative on 14/08/2009 09:20 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 John Lindsay Millar as Grantee Representative on 14/08/2009 09:20 AM

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

Approved by Registrar-General of Land under number 2002/6055

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

Land Registration District

North Auckland

BARCODE

**Grantor**

Surname must be underlined

Matthew Brown Sharpe, Beverley Joy Sharpe and Johnston O'Shea Trustee Limited

**Grantee**

Surname must be underlined

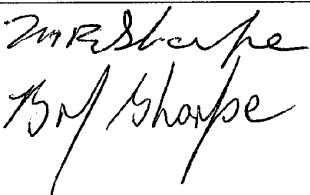
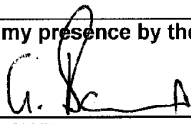
Far North District Council

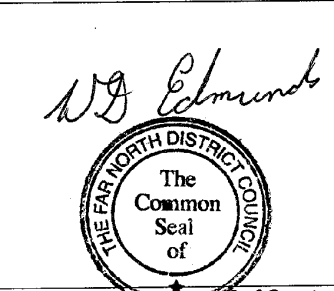
**Grant \* of easement or *profit a prendre* or creation or covenant**

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

Dated this 28<sup>th</sup> day of May 2009

**Attestation**

|   |   |
|---|---|
|  | <p>Signed in my presence by the Grantor Matthew Brown Sharpe and Beverley Joy Sharpe</p>  |
|   | <p><br/>                 Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness Name <b>Greg Davis</b><br/>                 Occupation <b>Solicitor</b><br/> <b>KERIKERI</b></p> <p>Address</p> |
| <p>Signature [common seal] of Grantor</p>   |   |

|   |   |
|---|---|
|  | <p>Signed in my presence by the Grantee</p>   |
|   | <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness Name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature [common seal] of Grantee</p>   |   |

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.  
REF 7003 - AUCKLAND DISTRICT LAW SOCIETY

ANNEXURE SCHEDULE

Easement instrument Dated 28 / 05 / 2009 Page 2 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

**SIGNED** by JOHNSTON O'SHEA TRUSTEES LIMITED) .....Director  
by one/two of its Directors )  
in the presence of:- ) .....Director

Witness signature: *Christine M Bates* .....  
Witness name: CHRISTINE M BATES .....  
Occupation: RECEPTIONIST .....  
Address: WHANGAREI .....

All signing parties and either their witnesses or their Solicitors must put sign or initial here.

*trj/s*      *mrb*      *[Signature]*      *[Signature]*      *WDB*

Approved by Registrar-General of Land under No. 2004/6055

**Annexure Schedule 1**

Easement Instrument Dated 28 10 09 Page 3 of 5 Pages

**Schedule A**

| Purpose (nature and extent) of easement, Profit, or covenant | Shown (plan references) | Servient tenement ("Servient land") (Identifier/CT) | Dominant tenement ("Dominant land") (Identifier/CT or in gross) |
|--|-------------------------|---|---|
| Right to drain sewage  | "B" on DP 404419        | 288346 – Lot 2 DP371201                             | In gross  |
|  | "C" on DP404419         | 288346 – Lot 2 DP371201                             | In gross  |
|  | "F" on DP404419         | 288346 – Lot 2 DP 371201                            | In gross  |
| Right of Way   | "B" on DP 404419        | 288346 – Lot 2 DP371201                             | In gross  |
|  | "C" on DP404419         | 288346 – Lot 2 DP371201                             | In gross  |
|  | "F" on DP404419         | 288346 – Lot 2 DP 371201                            | 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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule 5 of the of the Property Law Act 2007.

The implied rights and powers **[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 2]

**Covenant provisions**


Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 2].

**All signing parties or either their witnesses or their solicitors must sign or initial in this box**



Approved by Registrar-General of Land under No. 2004/2138

**Annexure Schedule 2**

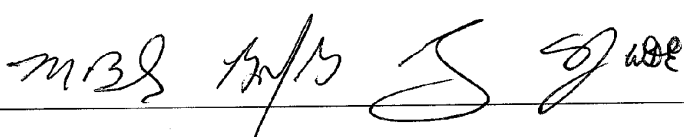
|                     |       |            |      |   |    |   |       |
|---------------------|-------|------------|------|---|----|---|-------|
| Easement Instrument | Dated | 28 10 2009 | Page | 4 | of | 5 | Pages |
|---------------------|-------|------------|------|---|----|---|-------|

(Continue in additional Annexure Schedule, if required.)

The Grantee shall have the easements referred to in Annexure Schedule 1 and the following additional provisions shall apply:-

1. Any terms used in this easement that are defined in the Land Transfer Regulations 2002 or in Schedule 5 of the Property Law Act 2007 shall take those meanings.
2. Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations, Schedule 5 of the Property Law Act 2007, and the modifications in this easement instrument, the modifications in this easement instrument shall prevail. If there is conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and Schedule 5 of the Property Law Act 2007 then the provisions of Schedule 5 of the Property Law Act 2007 shall prevail.
3. Reference in Clauses 3(1), 4(1), and 5(1) of Schedule 4 of the Land Transfer Regulations to the dominant land shall be deleted for the purpose of this easement instrument.
4. The Grantee shall have the right to dig up to any depth the soil of the portions of the servient land and to lay down and construct pipes of such size and material as the Grantee thinks fit for the purpose of this easements.
5. The Grantor covenants with the Grantee not to place any buildings, erect fences or other permanent structures on the Stipulated Course without the specific prior written consent of the Grantee and the Grantor will not at any time commit or suffer any acts whereby the rights, powers, licences and liberties hereby granted to the Grantee may be interfered with or affected. The issue by the Grantee of a building consent pursuant to the Building Act 2004 (or any modification or re-enactment thereof) shall not be regarded as written consent for the purpose of this clause.
6. The Grantee shall be responsible for the installation, repair, replacement, and maintenance of the easement facility so as to keep the same in good order and repair and condition and to prevent the same from becoming a nuisance. The cost of installation, maintenance, repair, and replacement of the easement facility will be the responsibility of the Grantee.
7. Notwithstanding paragraph 6 hereof, if any repair or replacement of the easement facility is necessary due to any act or omission, neglect or fault of the Grantor or the Grantor's employees, contractors, agents, tenants, licensees, or invitees, the Grantor will promptly carry out such repair or replacement and will bear the cost of such repair or replacement. Where the act or omission is the partial cause of the maintenance repair or replacement, the costs payable by the Grantee shall be in proportion to the amount attributable to the act or omission of the Grantor.

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.



Approved by Registrar-General of Land under No. 2004/2138

**Annexure Schedule 2**

|                     |       |                           |      |   |    |   |       |
|---------------------|-------|---------------------------|------|---|----|---|-------|
| Easement Instrument | Dated | 28 <sup>th</sup> 05 /2009 | Page | 5 | of | 5 | Pages |
|---------------------|-------|---------------------------|------|---|----|---|-------|

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

Continuation

8. The Grantee may drain and convey sewage in any quantities.
9. The Grantee's rights to the easement facility or facilities under this easement are exclusive.
10. Nothing contained or implied by this easement shall be deemed to compel the Grantee to drain and convey sewage along the Stipulated Course.
11. Any rights or immunities from liabilities, powers and remedies which the Grantee may have or be entitled to by virtue or at common law shall not be affected by the easement and the Grantee may exercise any such other powers vested in it at common law or by statute dependently of these grants of easements.
12. Dispute resolution – it is hereby agreed by and between the parties that, in the event of any dispute arising, in the event of any dispute arising between the parties hereto as to the construction or operation this easement:-
  - (a) The party initiating the dispute must provide for written particulars of the dispute to the other party; and
  - (b) The parties must promptly meet and in good faith try to resolve the dispute using normal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
  - (c) If the dispute is not resolved with 15 working days of the written particulars being given (or any longer period agreed by the parties) then such dispute shall be referred to arbitration within the meaning of the Arbitration Act 1996 and this clause shall be deemed to be a submission to arbitration within the meaning of that Act.

**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.**

*msb*    *Am/15*    *S*    *J*

*msb*







# View Instrument Details

**Instrument No** 9168903.2  
**Status** Registered  
**Date & Time Lodged** 28 September 2012 11:05  
**Lodged By** McLeod, Carolyn Anne  
**Instrument Type** Easement Instrument



---

| Affected Computer Registers | Land District  |
|-----------------------------|----------------|
| 556380                      | North Auckland |
| 556381                      | North Auckland |

---

**Annexure Schedule:** Contains 2 Pages.

---

## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

### Signature

Signed by Laurence James MacBrayne as Grantor Representative on 28/09/2012 10:32 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 Laurence James MacBrayne as Grantee Representative on 28/09/2012 10:33 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

Matthew Brown SHARPE, Beverley Joy SHARPE and Johnston O'Shea Trustee Limited

Grantee

Matthew Brown SHARPE, Beverley Joy SHARPE and Johnston O'Shea Trustee Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

| Purpose (Nature and extent) of easement, <i>profit</i> or covenant        | Shown (plan reference)                    | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|---|---|---------------------------------------|---|
| Right of Way<br>Right to Convey<br>Telecommunications &<br>Computer Media | A, B DP 443674                            | Lot 2                                 | Lot 1   |
| Right to Convey Electricity   | F, G, H, I, C, D, E, O,<br>M, P DP 443674 | Lot 2                                 | Lot 1   |

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

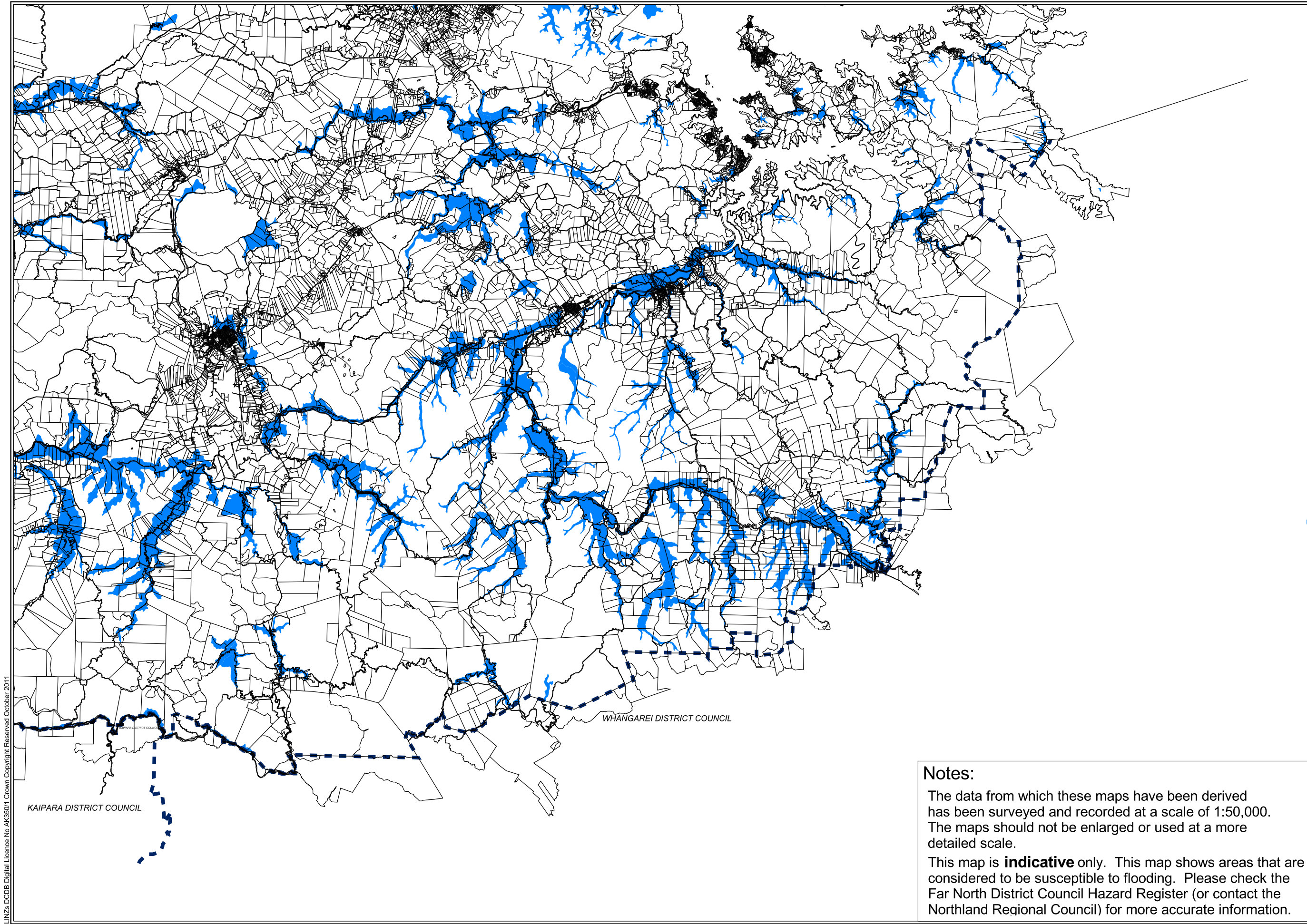
[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

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

# **APPENDIX 3**

## **PLANNING MAPS**

---



**Flooding**

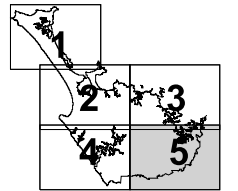
- Areas Susceptible to Flooding
- - - District Boundary

LINZs DCDB Digital Licence No AK35011 Crown Copyright Reserved October 2011

**Notes:**

The data from which these maps have been derived has been surveyed and recorded at a scale of 1:50,000. The maps should not be enlarged or used at a more detailed scale.

This map is **indicative** only. This map shows areas that are considered to be susceptible to flooding. Please check the Far North District Council Hazard Register (or contact the Northland Regional Council) for more accurate information.

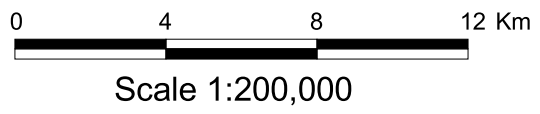


Map Index

**Map FL5**

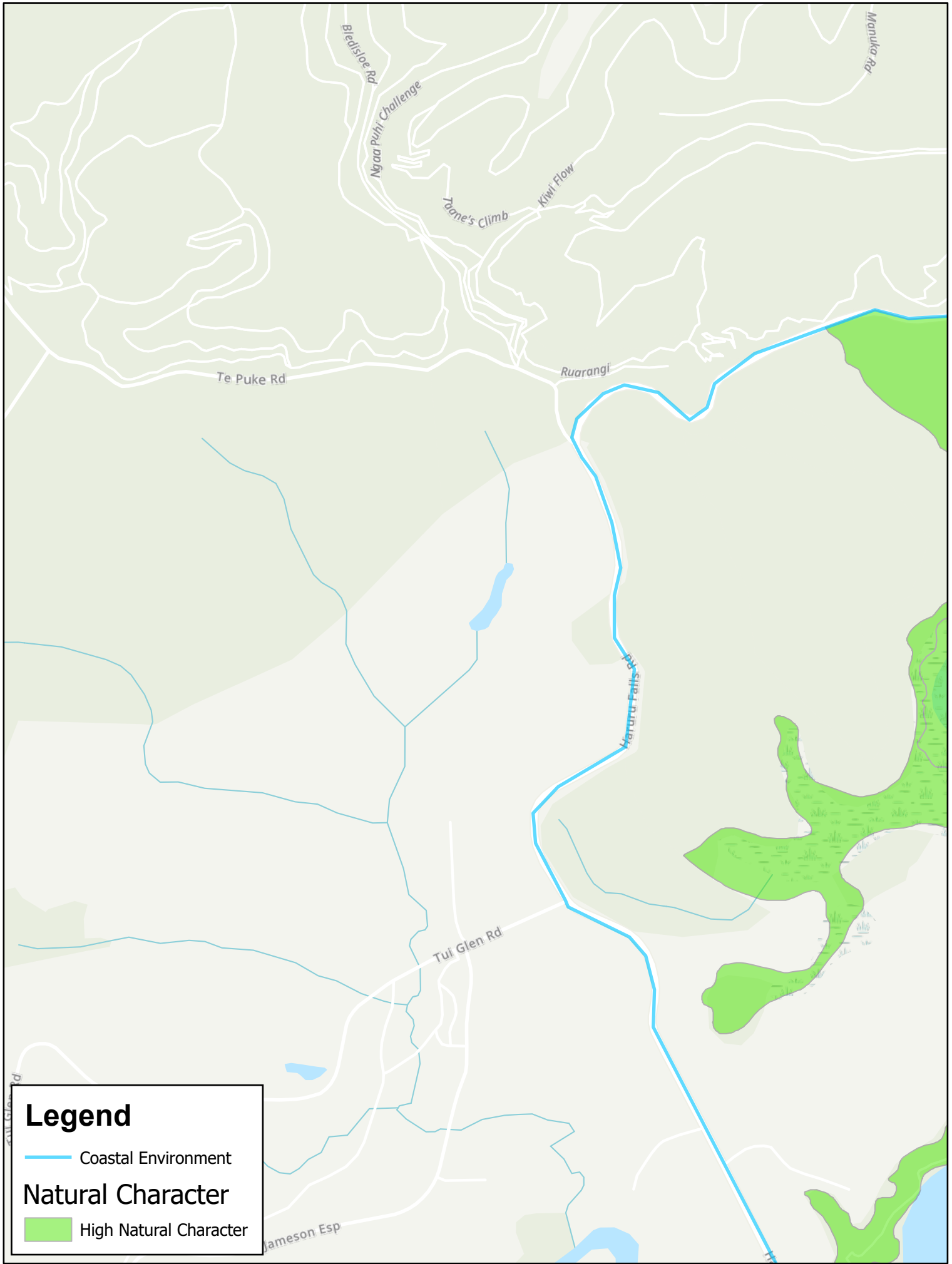


**Far North District Plan - NRC Potential Flooding Maps**



**DISCLAIMER**

Considerable care has been taken to avoid errors and omissions, and the latest information has been included in these District Plan maps. However, even with the greatest care inaccuracies may occur and therefore the Far North District Council cannot accept any responsibility for such errors and omissions.



**Legend**

- Coastal Environment
- Natural Character**
- High Natural Character

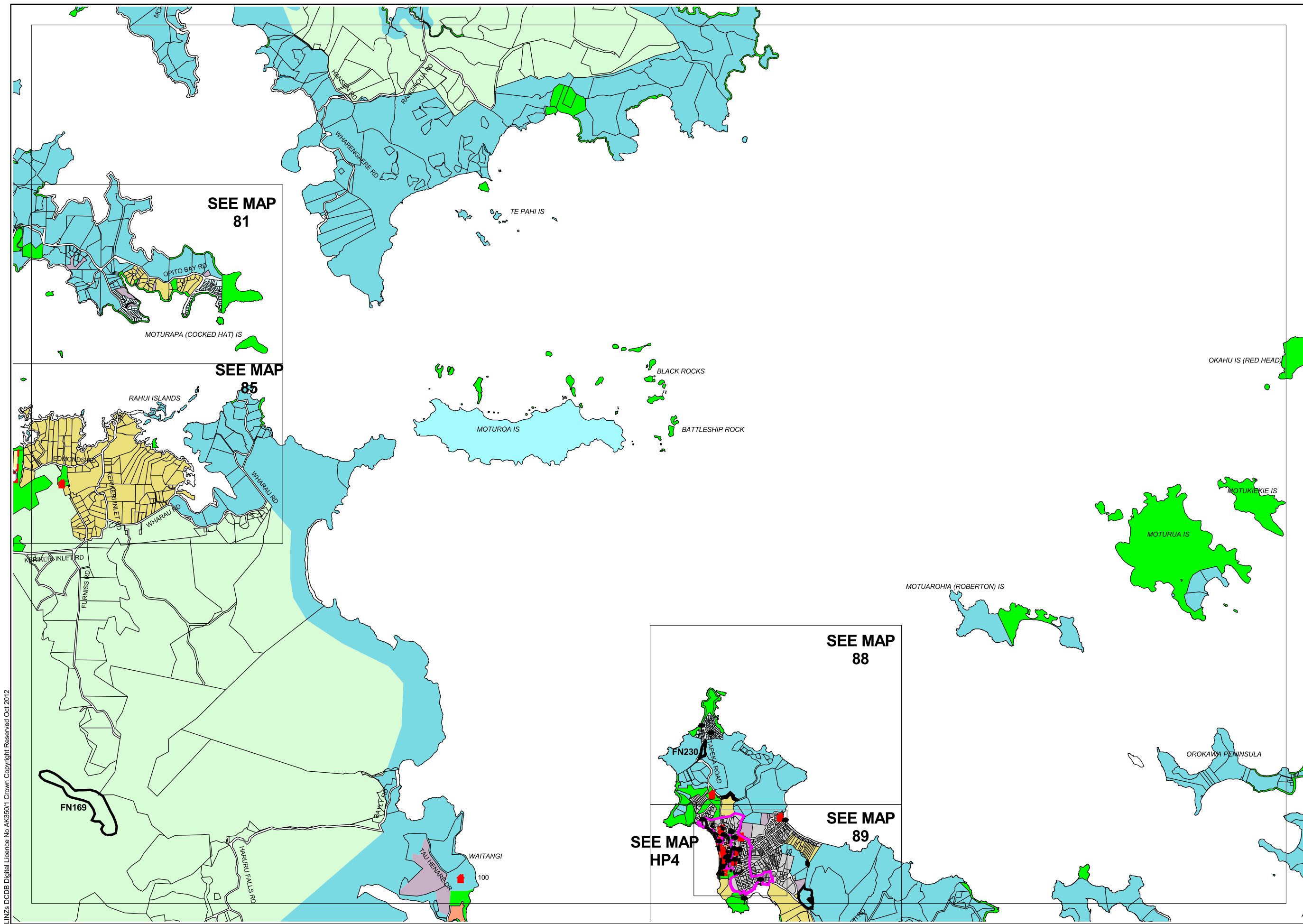


NRC Maps

Crown Copyright Reserved  
 Projection NZTM, Datum NZTM2000.  
 DISCLAIMER:  
 The Northland Regional Council cannot guarantee that the information shown is accurate and should not be reused in any manner without proper consultation with its owner.

0 0.04 0.09 0.17 0.26  
 Kilometers





- Zone**
- Conservation
  - Coastal Living
  - Commercial
  - Coastal Residential
  - General Coastal
  - Lakes and Rivers
  - Moturoa Island
  - Recreational Activities
  - Rural Production
  - Russell Township
  - Road
  - Coastal Marine
  - Designations
  - Maritime Exemption Area
  - Historic Site
  - Notable Tree
  - Heritage Precinct
  - Russell Township Basin and Gateway Area

SEE MAP  
81

SEE MAP  
85

SEE MAP  
88

SEE MAP  
89

SEE MAP  
HP4

Note :-  
Roads carry the same zoning as the adjoining land. If a boundary between zones follows a road, the zone boundary is located on the centreline of the formed road, or where unformed, the centreline of the legal road

|    |    |
|----|----|
| 22 | 23 |
| 28 | 29 |
| 35 | 37 |

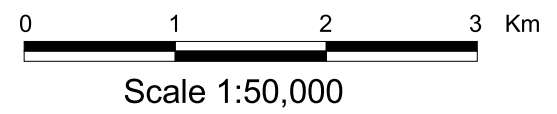
Map Index

**Map 29**

LINZs DCDB Digital Licence No AK35011 Crown Copyright. Reserved Oct 2012



**Far North District Plan - Zone Maps**



**DISCLAIMER**  
Considerable care has been taken to avoid errors and omissions, and the latest information has been included in these District Plan maps. However, even with the greatest care inaccuracies may occur and therefore the Far North District Council cannot accept any responsibility for such errors and omissions.