

DONALDSONS

REGISTERED LAND SURVEYORS

8425

27 June 2024

Planning Division

Far North District Council
Private Bag 752
Kaikohe

Dear Sir/Madam

PROPOSED SUBDIVISION

L. & M GRAY, 120 & 1224 MARSDEN ROAD, PAIHIA

We submit herewith an application for Resource Consent & Easement Cancellation together with the following:

- Application form & deposit \$1684
- Planning report
- Scheme plans (x2)
- Records of Title (x3) & Easement Instruments (x3)
- NZTA & Top Energy Ltd comments
- Entrance design plan

Yours faithfully,

Micah Donaldson
MNZIS - Assoc.NZPI

DONALDSONS

Registered Land / Engineering Surveyors and Development Planners



CSNZ THE CONSULTING
SURVEYORS
OF NEW ZEALAND
A DIVISION OF THE NEW ZEALAND INSTITUTE OF SURVEYORS



Office Use Only

Application Number:

APPLICATION FOR RESOURCE CONSENT OR FAST-TRACK RESOURCE CONSENT

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

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

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

1. Pre-Lodgement Meeting

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

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

- Land Use, Fast Track Land Use*, Subdivision, Discharge, Extension of time, Change of conditions, Change of Consent Notice, Consent under National Environmental Standard, Other (Easement Cancellation pursuant to Section 243 RMA 1991)

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

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

4. Applicant Details:

Name/s: L. & M. Gray

Electronic Address for Service (E-mail): C/o Donaldson's Surveyors Ltd

Phone Numbers: Work: Home:

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

Post Code:

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

Name/s: Donaldson's Surveyors Ltd

Electronic Address for Service (E-mail):

Phone Numbers:

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

Post Code:

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

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

Name/s: Lindsay Gray and Melita Gray

Property Address/
Location: 124 & 128 State Highway 11 (Marsden Road) Paihia

7. Application Site Details:

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

Site Address/
Location: 124 & 128 State Highway 11 (Marsden Road) Paihia

Legal Description: Lot 2 DP 190355 & Lot 17 DP 15984

Val Number:

Records of Title: RT NA120B/600 & NA425/151
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.**

8. Description of the Proposal:

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

Proposed boundary adjustment and cancellation of easements.

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

9. Would you like to request Public Notification?

Yes/No

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

- Building Consent (BC ref # if known) Regional Council Consent (ref # if known)
 National Environmental Standard consent Right of Way Section 348 LGA

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

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

Is the piece of land currently being used or has it historically ever been used for an activity or industry on the Hazardous Industries and Activities List (HAIL)

yes no don't know
Exempt as production land

Is the proposed activity an activity covered by the NES? (If the activity is any of the activities listed below, then you need to tick the 'yes' circle).

yes no don't know

Subdividing land

Changing the use of a piece of land

Disturbing, removing or sampling soil

Removing or replacing a fuel storage system

12. Assessment of Environmental Effects:

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

Please attach your AEE to this application. See within the planning report

13. Billing Details:

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

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

 ed _____

Email:

Postal Address:

Post Code: 0245

Phone Numbers:

Work: 09-4079182

Home: _____

Fax: _____

Fees Information: An instalment fee for processing this application is payable at the time of lodgement and must accompany your application in order for it to be lodged. Please note that if the instalment fee is insufficient to cover the actual and reasonable costs of work undertaken to process the application you will be required to pay any additional costs. Invoiced amounts are payable by the 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: Micah Donaldson

Signature: 

(signature of bill payer – **mandatory**)

Date: 27 June 2024

14. Important Information:

Note to applicant

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

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

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

Fast-track application

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


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

Privacy Information:

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

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

Name: Micah Donaldson (please print)

Signature:  (signature) Date: 27 June 2024

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

Checklist (please tick if information is provided)

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

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

Digital Applications may be submitted via E- mail to: Planning.Support@fndc.govt.nz

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

UNBOUND

SINGLE SIDED

NO LARGER THAN A3 in SIZE

PLANNING REPORT

PROPOSED BOUNDARY ADJUSTMENT

L. & M. GRAY

124, 128 & 130 MARSDEN ROAD, PAIHIA

Date: 27 June 2024

Reference: 8425



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INTRODUCTION

The applicants own Lot 2 DP 190355 and Lot 17 DP 15984, and seek resource consent to carry out a boundary adjustment with their neighbour Lot 1 DP 190355 (Paihia Beach Resort).

The applicants intend to build over existing Lot 2 DP 190355 and Lot 17 DP 15984, and to legalise this the subdivision proposal relinquishes one title, combining those areas to create proposed Lot 1, while amalgamating proposed Lot 2 with Lot 1 DP 190355.

Current situation:

Lot 2 DP-190355 = 2076m² (NA120B/600)
 Lot 17 DP-15984 = 1831m² (NA425/151)

Proposed outcome:

Lot 1 = 3720m²

Lot 1 DP 190355 = 2002m² (NA120B/629)

Lot 1 DP 190355 + Lot 2 = 2187m²

The subject properties are zoned Commercial under the Operative District Plan, and Mixed Use under the Proposed District Plan. The application is presented as a controlled activity that upholds the fast track consent process 87AAC(a) RMA.

The applicant additionally seeks consent to cancel existing easements over Lot 2 DP 190355, Lot 17 DP 15984, and Lot 18 DP 15984 pursuant to Section 243(a) RMA.

SITE DESCRIPTION

The application site legal reference:

Estate	Lot Number Deposited Plan	Area	Proprietor	Record of Title
Fee Simple	Lot 17 DP-15984	1831m ²	L. S. & M. F. Gray	NA425/151
Fee Simple	Lot 2 DP-190355	2076m ²	L. S. & M. F. Gray	NA120B/600
Unit Title	Lot 1 DP 190355	2002m ²	Chin Yun Holdings Limited	NA120B/629

The sites are located at 120 & 124 Marsden Road (State Highway 11) Paihia.

Lot 1 DP 190355 occupies the Paihia Beach Resort & Spa.

Lot 17 DP 548625 and Lot 2 DP 190355 are vacant. The southern extent of these lots is steep, north facing, and covered in bush. Adjoining Lot 18 DP 548625 has a new dwelling in the process of construction.

OPERATIVE DISTRICT PLAN

The property is located within the Commercial zone and is not influenced by any Resource overlays as described on Map 36 under the Operative District Plan.

SUBDIVISION

Boundary Adjustments

13.7.1 BOUNDARY ADJUSTMENTS: ALL ZONES EXCEPT THE RECREATIONAL ACTIVITIES AND CONSERVATION ZONES

Boundary Adjustments Performance Standards

Boundary adjustments to lots may be carried out as a controlled (subdivision) activity provided that:

(a)

There is no change in the number and location of any access to the lots involved;

There are currently 3 approved entrances and on subdivision 3 entrances would remain;

Lot 17 DP 15984 has an existing entrance that would be upgraded to service Lot 1.

Lot 2 DP 190355 has an existing entrance that would be upgraded to service Lot 2 (Paihia Beach Resort Lot 1 DP 190355). The existing entrance currently serving Lot 1 DP 190355 would remain in place to continue serving the burdened lot (Lot 18 DP 15984).

Overall, there is no change to the number or location of entrances.

(b)

There is no increase in the number of lots;

There is a decrease by one title.

(c)

The area of each adjusted lot complies with the allowable minimum lot sizes specified for the relevant zone, as a controlled activity in all zones except for General Coastal or as a restricted discretionary activity in the General Coastal Zone (refer Table 13.7.2.1); except that where an existing lot size is already non-complying the degree of non-compliance shall not be increased as a result of the boundary adjustment;

The boundary adjustment actions a minor change of area at just 185m². The affected lots continue to comply with the commercial zone minimum lot size (250m² controlled).

(d)

The area affected by the boundary adjustment is within or contiguous with the area of the original lots;

The areas remain contiguous with that of the current boundary layout.

(e)
All boundary adjusted sites must be capable of complying with all relevant land use rules (e.g building setbacks, effluent disposal);

The adjusted boundary complies with all permitted land use rules.

(f)
All existing on-site drainage systems (stormwater, effluent disposal, potable water) must be wholly contained within the boundary adjusted sites.

The proposal complies.

ALLOTMENT DIMENSIONS

(Buildable Area)

Zone	Minimum Dimension
Commercial	N/A

ASSESSMENT CRITERIA

Property Access

In this commercial zone, according to Rule 15.1.6A.1, 200 one-way traffic movements are permitted. Additionally, Appendix 3A (FNDP) outlines traffic movement allocations for a Tourist Hotel at 2 movements per room. However, the resort resource consent imposes stricter limits, allowing only 16 onsite carparks, which defines the calculation for actual traffic movements into the site. Therefore, the total traffic movements from the resort equate to 32 (16 carparks x 2 movements per room).

Additionally, the resource consent requires a valet parking arrangement, and drivers will be made aware of the one way system when they make a booking. Guests are to drive into the site via the entrance and stop at the building underground park where the valet parking then occurs. Guests do not need to park their vehicles.

The resort manages signage independently, without requiring council intervention. Should customers express dissatisfaction with access signage, it is in the resort's best interest to address any concerns promptly and make improvements as necessary.

The resort resource consent requires the worker to commute to and from work via daily shuttle, which are assumed to be 4 per day. Additionally, all other delivery vehicles, such as taxis, food and beverage deliveries, and cleaning services, utilise Davis Crescent.

The access is not for the general public, it is for guests only.

Considering these factors, the total number of movements remains well within the allowance of 200 as stipulated by rules.

Delivery trucks are unable to utilize the entrance due to its one-way system and height restrictions. Instead, truck deliveries are directed to Davis Crescent, where manual unloading of items takes place.

Given the minimal traffic volume entering the site, there is no issue with vehicles turning right across Marsden Road. Additionally, a substantial public parking area exists on the Marsden Road roadside, where vehicles frequently reverse out, resulting in familiar traffic flow interruptions for local commuters. Therefore, the ingress of vehicles into the resort would not significantly exacerbate existing congestion. Moreover, unobstructed visibility of the playground and footpath ensures that potential obstructions are unlikely to arise.

TRANSPORTATION

15.1 TRAFFIC, PARKING AND ACCESS

15.1.6A.2 PERMITTED ACTIVITIES

15.1.6A.2.1 TRAFFIC INTENSITY

The Traffic Intensity Factor for a site in this zone is 200 daily one way movements.

The Traffic Intensity Factor is determined by reference to 15.1.6A TRAFFIC.

This rule only applies when establishing a new activity on a site. It does not apply to existing activities, however, the Traffic Intensity Factor for the existing uses (apart from those exempted below) on site need to be taken into account when assessing new activities in order to address cumulative effects.

Exemptions: The first residential unit on a site, farming, forestry and construction traffic (associated with the establishment of an activity) are exempt from this rule.

As described there are 32 oneway traffic movements from accommodation activity. Staff are required to commute to and from work via a shuttle service that reduces the overall traffic movements. This is well below the allowable permitted.

Residential units are exempt.

Overall, no concern.

15.1.6B PARKING

15.1.6B.1 PERMITTED ACTIVITIES

15.1.6B.1.1 ON-SITE CAR PARKING SPACES

Where:

(i) an activity establishes; or

(ii) the nature of an activity changes; or

(iii) buildings are altered to increase the number of persons provided for on the site;

All affected lots have ample area for parking.

Paihia Resort has parking under the building.

The boundary adjustment does not compromise parking options on Lot 1.

Lot 1 and Lot 18 DP 15984 both result in more available land for parking because the existing Right of Way easements, shown A & B, would be cancelled.

15.1.6B.1.2 - 15.1.6B.1.4 (being access onto Williams Road, Kerikeri Road & Accessible car parks)
Not applicable.

15.1.6B.1.5 CAR PARKING SPACE STANDARDS

Lot 1 is able to create onsite carparks and achieve safe manoeuvring compliant with dimension standards of Appendix 3D.

Based on Paihia Beach Resorts under-cover carparking arrangement and land use consent, the proposed boundary adjustment does not compromise those arrangements.

15.1.6B.1.6 LOADING SPACES

The boundary adjustment does not affect the approved loading arrangements.

15.1.6C ACCESS

15.1.6C.1 PERMITTED ACTIVITIES

15.1.6C.1.1 Private accessways in all zones

(a) The construction of private accessway, in addition to the specifics also covered within this rule, is to be undertaken in accordance with Appendix 3B-1 in Part 4 of this Plan.

Appendix 3B-1 - Standards for private access

Access to Lot 1 is directly off Marsden Road, and the future driveway would be standard width at 3m.

Access to Lot 2 is an approved one-way system with direct entry from Marsden Road.

NZTA has been consulted on both proposed entrance upgrades.

There are no grades over 1:4.

The entrance upgrades can form as consent conditions.

The lots have adequate provisions in place to comply with permitted access criteria.

Appendix 3B-2 - Standards for Roads to vest.

Not applicable.

Appendix 3C - Parking spaces required.

All lots are suitable to provide two parking spaces as required for a single residential unit.

Appendix 3D

Manoeuvring and parking space dimensions

(90° regular user = width 2.5m (total depth one row 11.6m)

There is no impact on parking to require assessment.

Appendix 3E

Tracking curves are shown on the entrance design plan, compliant with council engineering standards and guidelines.

15.1.6C.1.1

(a)

The access complies with Appendix 3B1 with all lots having more than 8m legal width.

The carriageway width in the commercial zone suits 3.0m for one household equivalent.

With regard to Paihia Beach Resort, this is an approved one-way system that suits a 3m carriageway width.

(b)

There are no grades steeper than 1:20 (commercial) adjacent the road boundary.

(c)

A private accessway may serve a maximum of 8 household equivalents.

8 household equivalents equate to 80 one-way traffic movements.

All lots contribute less than 8 household equivalents.

(d)

Where a subdivision serves 9 or more sites, access shall be by public road.

There is no road to vest.

(c) *The right to a reasonable contribution from other occupiers towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard.*

The proposal cancels the Right of Way, so there would be no shared access and therefore would not need to be administered under the Property Law Act 1952 (Schedule 9).

(e) *Access shall not be permitted:*

(i) *onto a State Highway or a Limited Access Road;*

The entrances are already legally established, and NZTA have been consulted regarding proposed configuration.

(ii) *onto an arterial or collector road within 90m of its intersection with an arterial road or a collector road;*

Not applicable.

(iii) onto an arterial or collector road within 30m of its intersection with a local road;

The entrances are more than 30m from the intersection with Davis Crecent.

(iv) onto a local road within 30m of its intersection with an arterial or collector road;

The entrances are more than 30m from the intersection with Davis Crecent.

(v) onto Kerikeri Road (both sides of the road along the portion between Maraenui Drive and Cannon Drive). This rule does not apply to sites with lawfully established access points (as at 6 September 2001) onto Kerikeri Road.

Not applicable.

(vi) onto Kerikeri Inlet Road from Lot 1 DP 404507 or Lot 1 DP 181291 (and any sites created as result of a subdivision of these lots), except from a single vehicle crossing or intersection at least 30m from the adjoining boundary with Lot 2 DP 103531 and with at least 115m visibility in each direction.

Not applicable.

15.1.6C.1.2 Private Accessways in urban zones

(a)

Urban zones

Not applicable to commercial zones.

(b) Private accessways in the Commercial and Industrial Zones shall comply with the following:

(i) One-way operation, excluding service stations.

Note: A one-way operation is a 3m wide private accessway that provides entry to the site at one point and exit from the site at a different point.

The private accessway from the road to any parking or loading space shall:

- not less than 3m or more than 4m in width; and
- have a minimum overhead clearance of 4.2m

All access arrangements, as a result of the subdivision, comply with these standards.

(ii) Two-way operation, excluding service stations.

Note: A two-way operation is a 6m wide private accessway that provides entry and exit from the site at the same point.

The private accessway from the road to any parking or loading space shall:

- not less than 3m or more than 4m in width; and

- *have a minimum overhead clearance of 4.2m.*
 - The private accessway from the road to any parking or loading space shall:*
 - *not be less than 6m or more than 7m in width; and*
 - *have a minimum overhead clearance of 4.2m.*

Not applicable.

(iii) Service stations

- The private accessway from the road to any parking or loading space shall:
- *have a maximum width for one-way and two-way operations of 9m; and*
 - *have a minimum overhead clearance of 4.2m.*

Not applicable.

(c)
All private accessways in all urban zones which serve two or more activities are to be sealed or concreted.

The applicant proposes to construct the access carriageways in either concrete or two coat chip seal.

15.1.6C.1.3 Passing bays on private accessways in all zones

Passing bays are not required.

15.1.6C.1.4 ACCESS OVER FOOTPATHS

The following restrictions shall apply to vehicle access over footpaths:
(a) no more than two crossings per site; and

Each site is provided with one crossing.

The applicant has proposed to construct entrances to council engineering standards, ensuring pedestrian safety is prioritised. Given the existing footpath's confinement between the road edge and legal boundary, any adjustments to its alignment are not feasible. However, this setup minimises potential risks as only inbound traffic accesses the site. Unlike vehicles exiting a property, those entering maintain visibility of the footpath at all times, reducing pedestrian hazards significantly. Hence, there are no apparent concerns arising from this arrangement.

(b) the maximum width of a crossing shall be:
All activities; except service stations 6m
Service stations or supermarkets 9m

Entrance construction to Lot 2, for Paihia Beach Resort, has a maximum 6m width to accommodate the higher traffic volume.

Entrance construction to Lot 1 has a maximum 4m width, suitable to accommodate a single residential unit that is intended for the site *(based on the applicant's future plans)*.

The entrance across the footpath shall be in accordance with the NZTA Pedestrian planning and design guide.

15.1.6C.1.5 VEHICLE CROSSING STANDARDS IN RURAL AND COASTAL ZONES

(a) Private access off roads in the rural and coastal zones, the vehicle crossing is to be constructed in accordance with Council's "Engineering Standards and Guidelines" (June 2004 - Revised 2009).

Not applicable.

15.1.6C.1.6 Vehicle Crossing Standards in Urban zones

(a) Private access off streets in the urban zones the vehicle crossing is to be constructed in accordance with Council's "Engineering Standards and Guidelines" (June 2004 - Revised 2009).

Conditions of consent shall include that entrances be constructed in accordance with council engineering standards and guidelines May 2023.

(b) Where the vehicle crossing serves two or more properties the vehicle crossing is to be widened to provide a double width vehicle crossing.

The entrances are either for one-way traffic, or serve one property therefore no concern. The proposed resort entrance has been designed larger to facilitate entry and ensure safety.

15.1.6C.1.7 General Access Standards

(a) Provision shall be made such that there is no need for vehicles to reverse off a site except where there are less than 4 parking spaces gaining access from a local road.

The lots can safely manoeuvre vehicles onsite without needing to reverse onto legal road. The resort access under the building is height limited and does not support heavy vehicles. Heavy vehicles instead utilise Davis Crescent for deliveries.

(b) All bends and corners on the private accessway are to be constructed to allow for the passage of a Heavy Rigid Vehicle.

The horizontal curves illustrate a 9m radius, which is more than suitable to uphold the accesses intended use by a standard motor vehicle, and that there is a height limitation as vehicles pass under the building. The horizontal curve can achieve a 12m radius without interfering with the underground carparking. Overall, heavy rigid vehicles are unable to use the access therefore the corners and bends are compliant with the approved consent granted to the Resort.

(c) Any access where legal width exceeds formation requirements shall have surplus areas (where legal width is wider than the formation) grassed.

No concern.

(d) Runoff from impermeable surfaces shall, wherever practicable, be directed to grass swales and/or shall be managed in such a way as will reduce the volume and rate of stormwater runoff and contaminant loads.

The access crosses land that is already formed with a metalled surface as an existing use situation, and stormwater associated with this is managed in a cesspit located near the parking entrance under Paihia Beach Resort.

15.1.6C.1.8 Frontage to existing roads

(a) Where any proposed subdivision has frontage to a road or roads that do not meet the legal road width standards specified by the Council in its "Engineering Standards and Guidelines" (June 2004 - Revised 2009), road widening shall be vested in the name of the Council.

Marsden Road is well formed and considered to uphold council engineering standards and guidelines. The applicant offers to repair and replace any damaged footpath within 1m of the crossing.

(b) Where any proposed subdivision has frontage to a road or roads that are not constructed to the standards specified by the Council in its "Engineering Standards and Guidelines" (June 2004 - Revised 2009), then the applicant shall complete the required improvements.

By law, consent conditions must be fair and reasonable. The applicant proposes a low impact boundary adjustment that should not trigger exorbitant conditions.

(c) Where a site has more than one road frontage or frontage to a service lane or right-of-way (ROW) in addition to a road frontage, access to the site shall be in a place that:

(i) facilitates passing traffic, entering and exiting traffic, pedestrian traffic and the intended use of the site;

Not applicable.

(ii) is from the road or service lane or ROW that carries the lesser volume of traffic.

Not applicable.

(d) Where any proposed subdivision has frontage to a road on which the carriageway encroaches, or is close to the subject lot or lots, the encroachment or land shall vest in Council such that either the minimum berm width between the kerb or road edge and the boundary is 2m or the boundary is at least 6m from the centreline of the road whichever is the greater.

No concern.

15.1.6C.1.9 New Roads

Not applicable.

15.1.6C.1.10 Service lanes, cycle and pedestrian accessways

Not applicable.

15.1.6C.1.11 Road designations

Not applicable.

The proposal is considered to uphold all permitted transportation standards.

Hazards

NRC Maps record the site as being subject to natural hazards.
Coastal erosion hazard zones 2 & 3.
Tsunami Evacuation zones.

The proposal does not cause any impact in this regard to require further assessment.

Water Supply

There is no change to the existing water supply arrangements.

Stormwater

There is no change to the stormwater disposal, and there is no increase in any impermeable surfaces. All existing impermeable surfaces have been lawfully established and therefore uphold existing use rights pursuant to Section 10 RMA. Similarly, the access over Lot 2 covers existing impermeable surface and therefore does not change stormwater discharge. Both lots continue to uphold permitted impermeable surface coverage allowance for the commercial zone.

Sewage

The boundary adjustment does not compromise effluent disposal.

Energy Supplies & Telecommunications

There are no changes to electricity or telecommunication services, however there is one proposed easement to capture the actual location of the underground electricity cables (as described by area 'F').

Easements - Land Covenants - Amalgamations

Proposed easements included area 'F' for purpose of Rights to convey electricity & telecommunications.

There are several easements to be cancelled as listed on the scheme plan.
The applicant seeks consent to cancel easements under Section 243 RMA.

There is one proposed amalgamation condition to be created for purpose of Lot 2 being held in the same title as Lot 1 DP 190355. Due to unit title complexities associated with Lot 1 DP 190355, the amalgamation condition is to be configured as a covenant:

That Lot 2 be transferred to and held by the owner of Lot 1 DP 190355 by covenant pursuant to Section 220(2)(a) RMA 1991.

The proposed boundary adjustment does not have any influence on the covenants.

There are no Section 221 RMA covenants proposed or affected by the boundary adjustment.

Preservation

There are no listed outstanding landscapes as shown in the Resource Overlays or under Appendix 1a-1g of the plan.

Access to Reserves and Waterways

Not applicable.

Land Use Incompatibility

The boundary adjustment does not cause any land use incompatibility.

NATURAL AND PHYSICAL RESOURCES

There is no vegetation clearance and earthworks associated with forming the access are minor.

There is no adversity to the life supporting capacity of soil, eco-systems, water quality, or air.

There are no historic or cultural concerns.

PROPOSED DISTRICT PLAN

The properties are located in the Mixed Use zone, and are subject to overlays; natural hazards & high natural character.

The effects associated with the proposed boundary adjustment do not cause a direct impact on either of these overlays, therefore the proposed district plan has limited legal affect.

SUBDIVISION

The following describes relevant subdivision objectives and policies.

Objectives

SUB-O1

Subdivision results in the efficient use of land, which:

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

Policies

SUB-P1

Enable boundary adjustments that:

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

The proposal accords with relevant subdivision objectives and policies.

BOUNDARY ADJUSTMENTS

SUB-R1

Standards

SUB-S1 Minimum allotment sizes

Activity status: Controlled

Mixed Use	250m ² (reticulated)
-----------	---------------------------------

SUB-S2 Requirements for building platforms for each allotment

Commercial zone	Not applicable
-----------------	----------------

CON-1

<i>SUB-1 Minimum allotment sizes for controlled activities, except where an existing allotment size is already non-compliant, the degree of non-compliance shall not be increased;</i>	Complies.
<i>SUB-S2 Requirements for building platforms for each allotment</i>	Complies.
<i>SUB-S3 Water supply</i>	As described under the proposed plan assessment.
<i>SUB-S4 Stormwater management</i>	As described under the proposed plan assessment. Complies.
<i>SUB-S5 Wastewater disposal</i>	As described under the proposed plan assessment.
<i>SUB-S6 Telecommunications and power supply</i>	As described under the proposed plan assessment.
<i>SUB-S7 Easements for any purpose</i>	As described under the proposed plan assessment.

CON-2

the boundary adjustment does not alter

<i>the ability of existing activities to continue to be permitted under the rules and standards in this District Plan;</i>	The existing activities uphold existing use rights pursuant to Section 10 RMA and the proposed boundary does not compromise those land use activities.
<i>the degree of non compliance with zone or district wide standards;</i>	There is no change to the degree of non-compliance with the zone or district wide standards.
<i>the number and location of any access</i>	There is no change in the number or location of any access.
<i>the number of certificates of title</i>	There is no increase in the number of titles.

CON-3

1. The boundary adjustment complies with standard:

SUB -S8 Esplanades

Any subdivision involving the creation of one or more allotments less than 4ha which adjoins:

<i>1 - The line of MHWS;</i>	N/A
<i>2 - The bank of a river whose bed has an average width of 3m or more;</i>	N/A
<i>3 - A lake that is larger than 8 ha in size</i>	N/A
<i>An esplanade reserve must be provided with a minimum width of 20m, in accordance with section 230 of the RMA.</i>	N/A

The proposal does not involve earthworks or vegetation clearance within the “high natural character overlay”.

In summary, the proposed boundary adjustment is considered to uphold the Controlled Activity standards of the proposed district plan.

RESOURCE MANAGEMENT ACT 1991

FOURTH SCHEDULE - RMA

ASSESSMENT OF ENVIRONMENTAL EFFECTS

There is no use of hazardous substances.

There is no discharge of contaminants.

The proposal does not increase adverse effects on the environment or contribute negatively to existing effects.

The proposal overall is considered to present less than minor effects or effects arguably nil.

The proposal is not considered contrary to Part 2 purpose and principles of the RMA, and is not affected by matters of national importance.

The proposal has no impact on Local Iwi or Hapu Management plans. There are no heritage concerns, and the proposal does not concern Section 104 RMA, having no impact on matters listed under the Regional Policy Statement.

There is no impact on amenity values as the land use activities already exist.

CLAUSE 6

- (1) An assessment of the activity's effects on the environment must include the following information:
- (a) *if it is likely that the activity will result in any significant adverse effects on the environment, a description of any possible alternative locations or methods for undertaking the activity:*
No concern.
- (b) *an assessment of the actual or potential effects on the environment of the activity.*
No concern.
- (c) *if the activity includes the use of hazardous substances and installations, an assessment of any risk to the environment that are likely to arise from such use.*
Not applicable.
- (d) *if the activity includes the discharge of any contaminants, a description of -*
(i) *the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and*
(ii) *any possible alternative methods of discharge, including discharge into any other receiving environment:*

Not applicable.

- (e) *a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effects:*

There are no issues to address.

- (f) *identification of the persons affected by the activity and consultation undertaken, and any response to the views of any person consulted:*

All effects are considered less than minor not to require consultation.

- (g) *if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved:*

No monitoring is necessary.

- (h) *if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).*

No concern.

- (2) *A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.*

This is covered under the heading 'Northland Regional Policy Statement' below.

CLAUSE 7

7 Matters that must be addressed by assessment of environmental effects

- (1) *An assessment of an activity's effects on the environment must address the following matters:*

- (a) *any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:*

The proposal is considered to promote the commercial zone guidelines and surrounding land use, without any unreasonable effects to concern the wider community including social and economic or cultural aspects.

- (b) *any physical effects on the locality, including any landscape, and visual effects.*

No concern.

- (c) *Any effects on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity.*

The subdivision does not result in any habitat disturbance.

- (d) *any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural values, or other special value, for present and future generations:*

The values outlined are not depleted.

There is no influence on Fisheries.

- (e) *any discharge of contaminants in to the environment, including any unreasonable emissions of noise, and options for the treatment and disposal of contaminants:*

None.

- (f) *any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.*

To the best of our knowledge there are no concerns.

Overall, the proposal can occur without causing any significant effects contrary to the purpose and principles of the Resource Management Act 1991, and continues to respect social and economic wellbeing expectations of the commercial zone.

NORTHLAND REGIONAL POLICY STATEMENT

The Northland Regional Policy Statement presents underlying environmental guidelines for the northland region.

PART 3: OBJECTIVES

3.4 Indigenous ecosystems and biodiversity

Safeguard Northland's ecological integrity by:

- a) Protecting areas of significant indigenous vegetation and significant habitats of indigenous fauna;*
- b) Maintaining the extent and diversity of indigenous ecosystems and habitats in the region; and*
- c) Where practicable, enhancing indigenous ecosystems and habitats, particularly where this contributes to the reduction in the overall threat status of regionally and nationally threatened species.*

There is no immediate risk to or impact on ecosystems.

6.1.1 Policy - Regional and district plans

Regional and district plans shall:

- (a) Only contain regulation if it is the most effective and efficient way of achieving resource management objective(s), taking into account the costs, benefits and risks;*
- (b) Be as consistent as possible;*
- (c) Be as simple as possible;*
- (d) Use or support good management practices;*
- (e) Minimise compliance costs and enable audited self-management where it is efficient and effective;*
- (f) Enable subdivision, use and development that accords with the Regional Policy Statement; and*
- (g) Focus on effects and where suitable use performance standards.*

The subdivision activity is small-scale absent of any unreasonable adverse effects on the environment.

There is no impact on production land or versatile soils.

The proposal is not seen to clash with the Regional Policy Statement and therefore should be assessed under Resource Consent on an enabling basis.

Aspects outlined under the National Environmental Standards for Freshwater 2020 are considered to be upheld not to trigger the need for land use consent under the Northland Regional Plan. There are no known wetlands on the property.

NATIONAL POLICY STATEMENT FOR HIGHLY PRODUCTIVE LAND 2022

Highly productive land is to be protected for use in land based primary production, both now and for future generations, and is to be recognised as a resource with finite characteristics and long term values for land based primary production.

Not applicable.

PROPOSED EASEMENT CANCELLATION PURSUANT TO SECTION 243 RMA

The applicant seeks consent to cancel the following conditional easements pursuant to Section 243 RMA. The easements are in favour of Lot 1 DP 190355 and Top Energy Ltd.

1) Easement Instrument D435872.3

This instrument created easements for supply of 'power' and vehicle 'Rights of Way', over area 'C' on Lot 2 DP 190355.

As a consequence of the proposed boundary adjustment, neither of these legal rights are required; instead, the area of proposed Lot 2 takes ownership of that land, and hereon is held in the same ownership as Lot 1 DP 190355 (current benefited lot).

2) Easement Instrument D435872.5

This instrument created easements for the supply of 'power' over 'A, B, D & E' on DP 190355, and vehicle 'Rights of Way', over areas 'A & B'.

Power supply

The existing power supply was recently traced, and existing easements shown 'D & E' on DP 190355, does not capture the underground power cable. It is proposed therefore to cancel the easement, and recreate a new one, as defined by area 'F', capturing the cable trace position.

Right of Way

As a consequence of the proposed boundary adjustment, the 'Right of Way' over the other properties is no longer required; instead, the area of proposed Lot 2 provides a new point of access that directly adjoins Lot 1 DP 190355 (current benefited lot).

3) Easement Instrument D435872.2

This instrument was created in favour of Top Energy Ltd as a Gross easement that covered a transformer. The transformer has since be relocated onto Davis Crescent and therefore the easement is no longer required. Top Energy has been consulted and support the proposed cancellation.

CONCLUSION

The proposed boundary adjustment presents a low impact activity with no measurable adverse effects over and above those that accord with existing use rights, and for that reason the proposal is presented under the fast track provisions under Section 87AAC RMA.

Proposed amalgamation condition by covenant, and easement cancellations are supported.

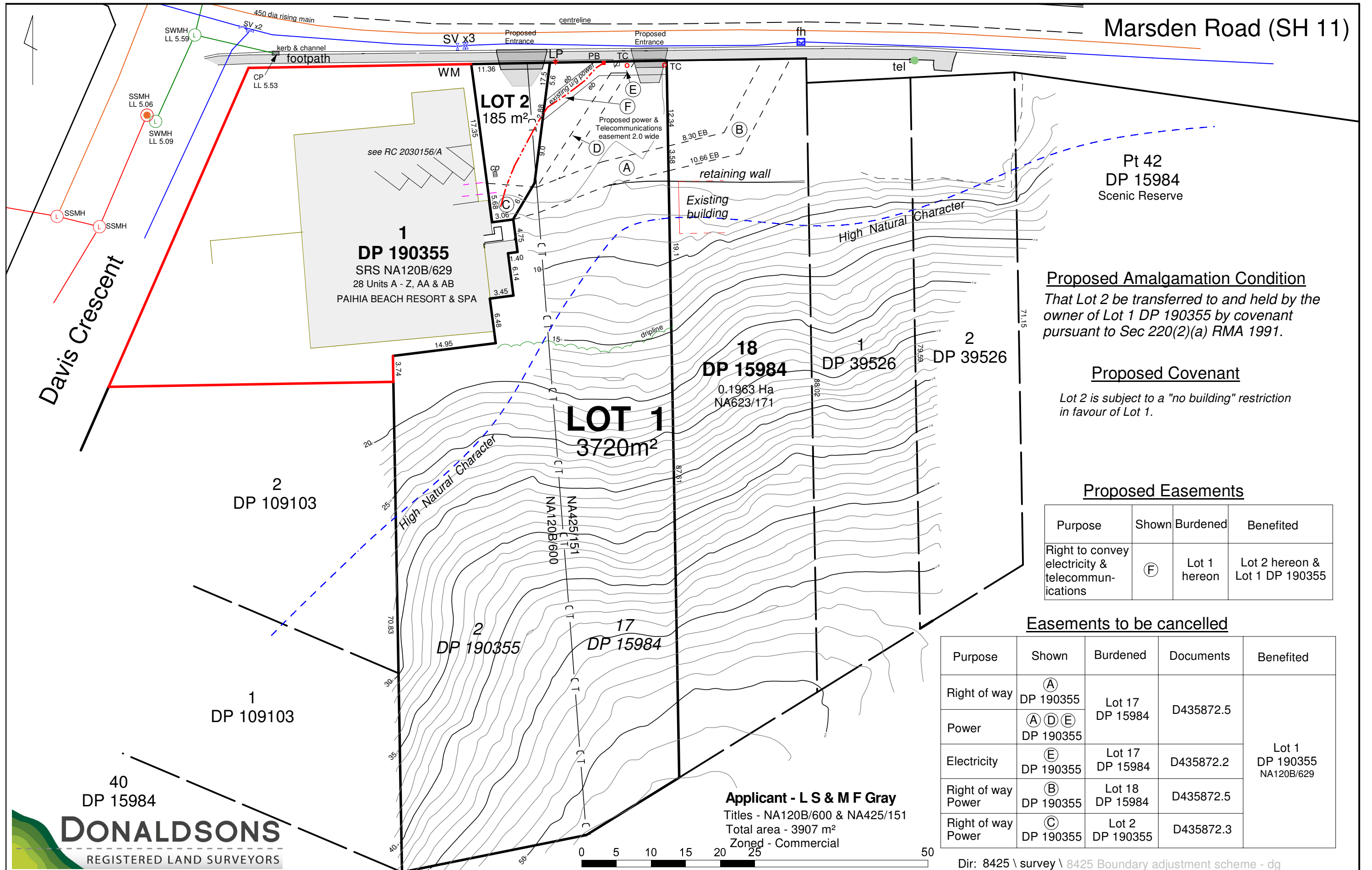
The application is recommended for approval.



Micah Donaldson
MNZIS - Assoc. NZPI

DONALDSONS
Land / Engineering Surveyors and Development Planners





Marsden Road (SH 11)

Davis Crescent

Pt 42
DP 15984
Scenic Reserve

Proposed Amalgamation Condition
That Lot 2 be transferred to and held by the owner of Lot 1 DP 190355 by covenant pursuant to Sec 220(2)(a) RMA 1991.

Proposed Covenant
Lot 2 is subject to a "no building" restriction in favour of Lot 1.

Proposed Easements

Purpose	Shown	Burdened	Benefited
Right to convey electricity & telecommunications	(F)	Lot 1 hereon	Lot 2 hereon & Lot 1 DP 190355

Easements to be cancelled

Purpose	Shown	Burdened	Documents	Benefited
Right of way	(A) DP 190355	Lot 17 DP 15984	D435872.5	Lot 1 DP 190355 NA120B/629
Power	(A)(D)(E) DP 190355			
Electricity	(E) DP 190355	Lot 17 DP 15984	D435872.2	
Right of way Power	(B) DP 190355	Lot 18 DP 15984	D435872.5	
Right of way Power	(C) DP 190355	Lot 2 DP 190355	D435872.3	

Applicant - L S & M F Gray
Titles - NA120B/600 & NA425/151
Total area - 3907 m²
Zoned - Commercial

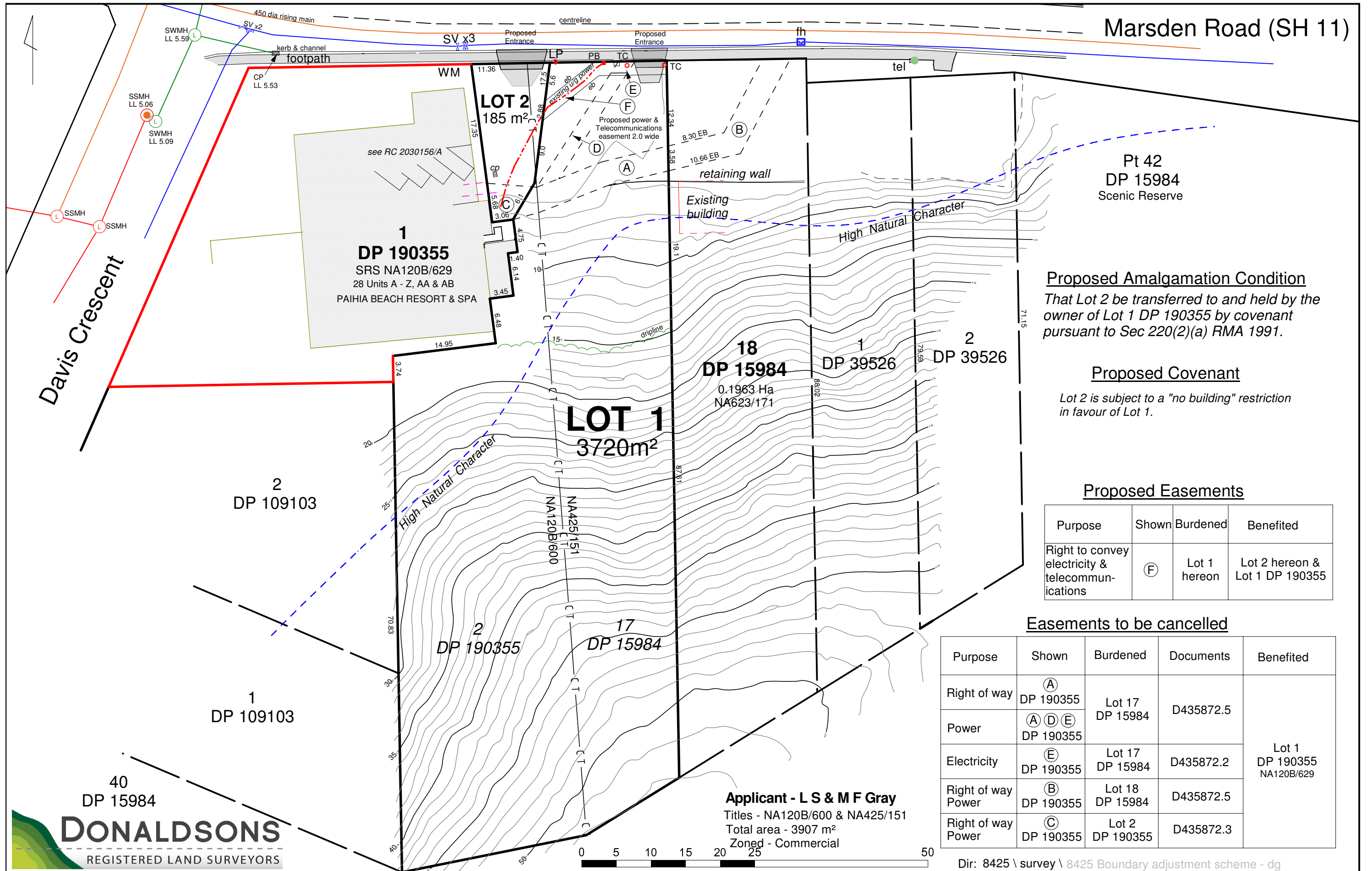
Dir: 8425 \ survey \ 8425 Boundary adjustment scheme - dg

**Proposed boundary adjustment between Lot 2 DP 190355 and Lot 17 DP 15984.
Proposed cancellation of easements over Lots 17 & 18 DP 15984.**

Contour interval : 1 metre
Scale @ A3 : 1:500
Date : May 2024

Ref 8425

DONALDSONS
REGISTERED LAND SURVEYORS



Proposed Amalgamation Condition
 That Lot 2 be transferred to and held by the owner of Lot 1 DP 190355 by covenant pursuant to Sec 220(2)(a) RMA 1991.

Proposed Covenant
 Lot 2 is subject to a "no building" restriction in favour of Lot 1.

Proposed Easements

Purpose	Shown	Burdened	Benefited
Right to convey electricity & telecommunications	(F)	Lot 1 hereon	Lot 2 hereon & Lot 1 DP 190355

Easements to be cancelled

Purpose	Shown	Burdened	Documents	Benefited
Right of way	(A) DP 190355	Lot 17 DP 15984	D435872.5	Lot 1 DP 190355 NA120B/629
Power	(A)(D)(E) DP 190355			
Electricity	(E) DP 190355	Lot 17 DP 15984	D435872.2	
Right of way Power	(B) DP 190355	Lot 18 DP 15984	D435872.5	
Right of way Power	(C) DP 190355	Lot 2 DP 190355	D435872.3	

Applicant - L S & M F Gray
 Titles - NA120B/600 & NA425/151
 Total area - 3907 m²
 Zoned - Commercial

DONALDSONS
 REGISTERED LAND SURVEYORS

**Proposed boundary adjustment between Lot 2 DP 190355 and Lot 17 DP 15984.
 Proposed cancellation of easements over Lots 17 & 18 DP 15984.**

Dir: 8425 \ survey \ 8425 Boundary adjustment scheme - dg

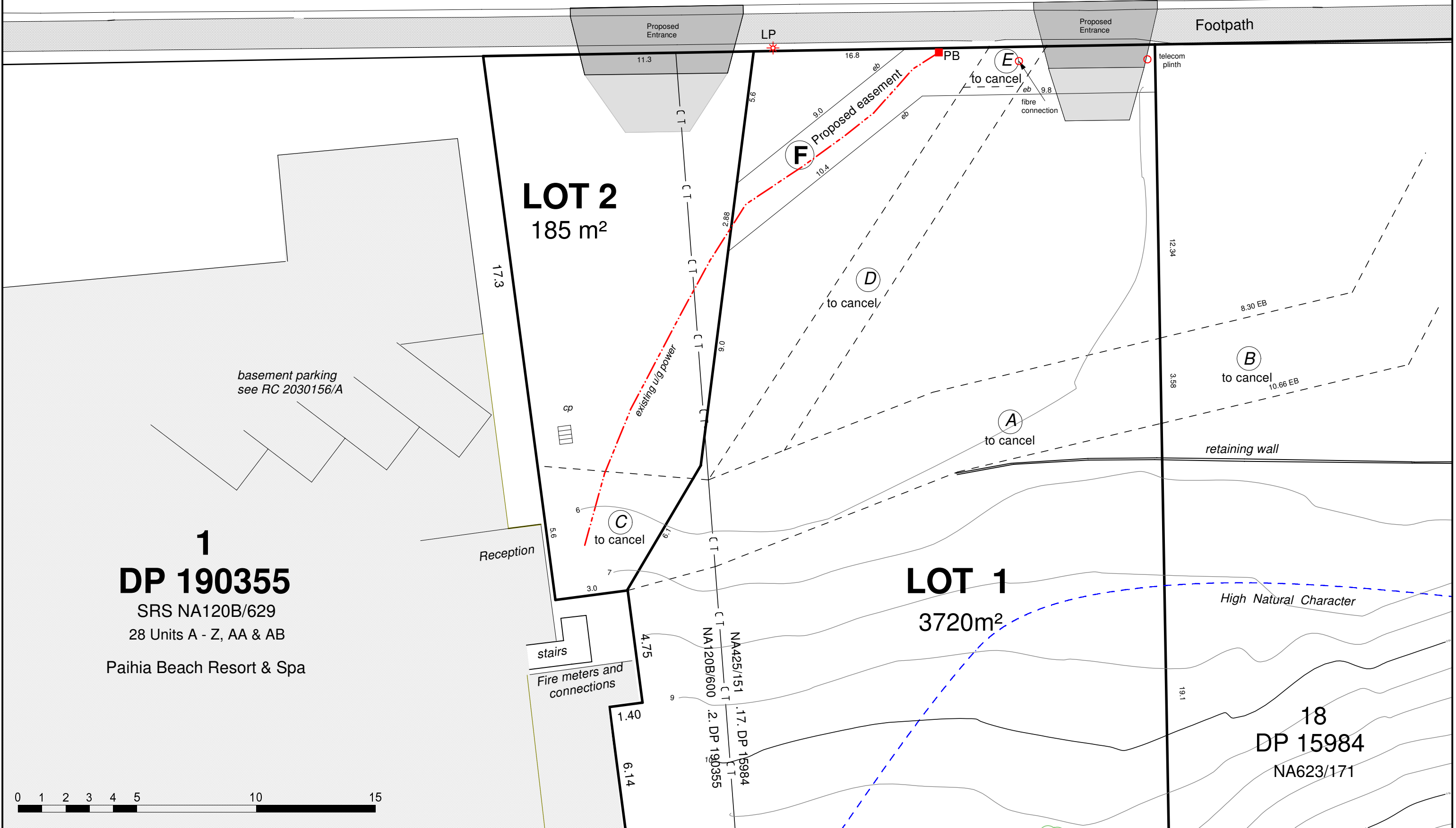
Contour interval : 1 metre
 Scale @ A3 : 1:500
 Date : May 2024

Ref 8425

Marsden Road (SH 11)

SV x3

150mm water main



1
DP 190355
SRS NA120B/629
28 Units A - Z, AA & AB
Paihia Beach Resort & Spa

LOT 1
3720m²

18
DP 15984
NA623/171



Diagram of proposed Lots 1 & 2

Contour interval : 1 metre
Scale @ A3 : 1 : 150
Dated : May 2024
file 8425 Boundary adjustment enlargement.mjo
Ref 8425





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




R. W. Muir
Registrar-General
of Land

Identifier NA425/151
Land Registration District North Auckland
Date Issued 30 November 1925

Prior References
NA410/54

Estate Fee Simple
Area 1831 square metres more or less
Legal Description Lot 17 Deposited Plan 15984

Registered Owners

Melita Fay Gray as to a 1/2 share
Lindsay Stuart Gray as to a 1/2 share

Interests

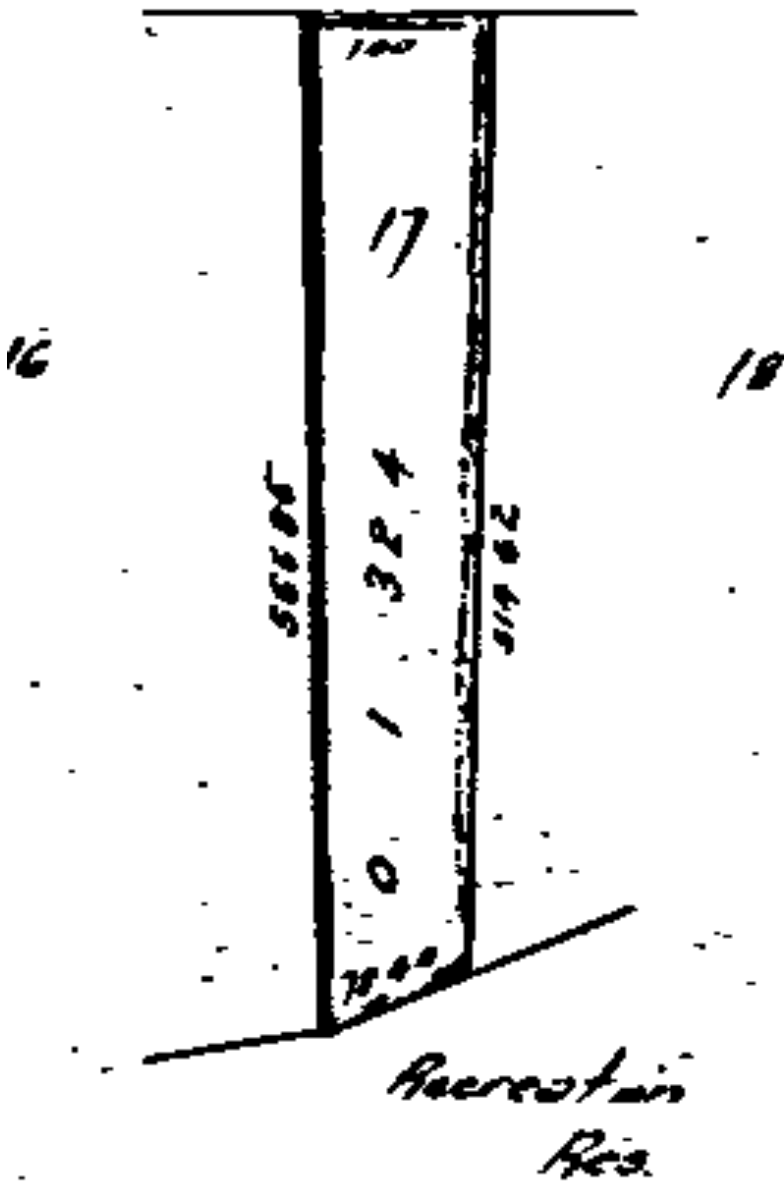
Fencing Agreement in Transfer 196382 - 30.11.1925

Subject to an electricity right (in gross) over part marked E on DP 190355 in favour of Top Energy Limited created by Transfer D435872.2 - 1.10.1999 at 2.15 pm

Subject to a right of way over part marked A and to a power right over parts marked A, D and E on DP 190355 created by Transfer D435872.5 - 1.10.1999 at 2.15 pm

Bay of Islands

Marsden Rd.





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




R. W. Muir
Registrar-General
of Land

Identifier **NA120B/600**
Land Registration District **North Auckland**
Date Issued 01 October 1999

Prior References

NA484/229

Estate Fee Simple
Area 2076 square metres more or less
Legal Description Lot 2 Deposited Plan 190355

Registered Owners

Melita Fay Gray as to a 1/2 share
Lindsay Stuart Gray as to a 1/2 share

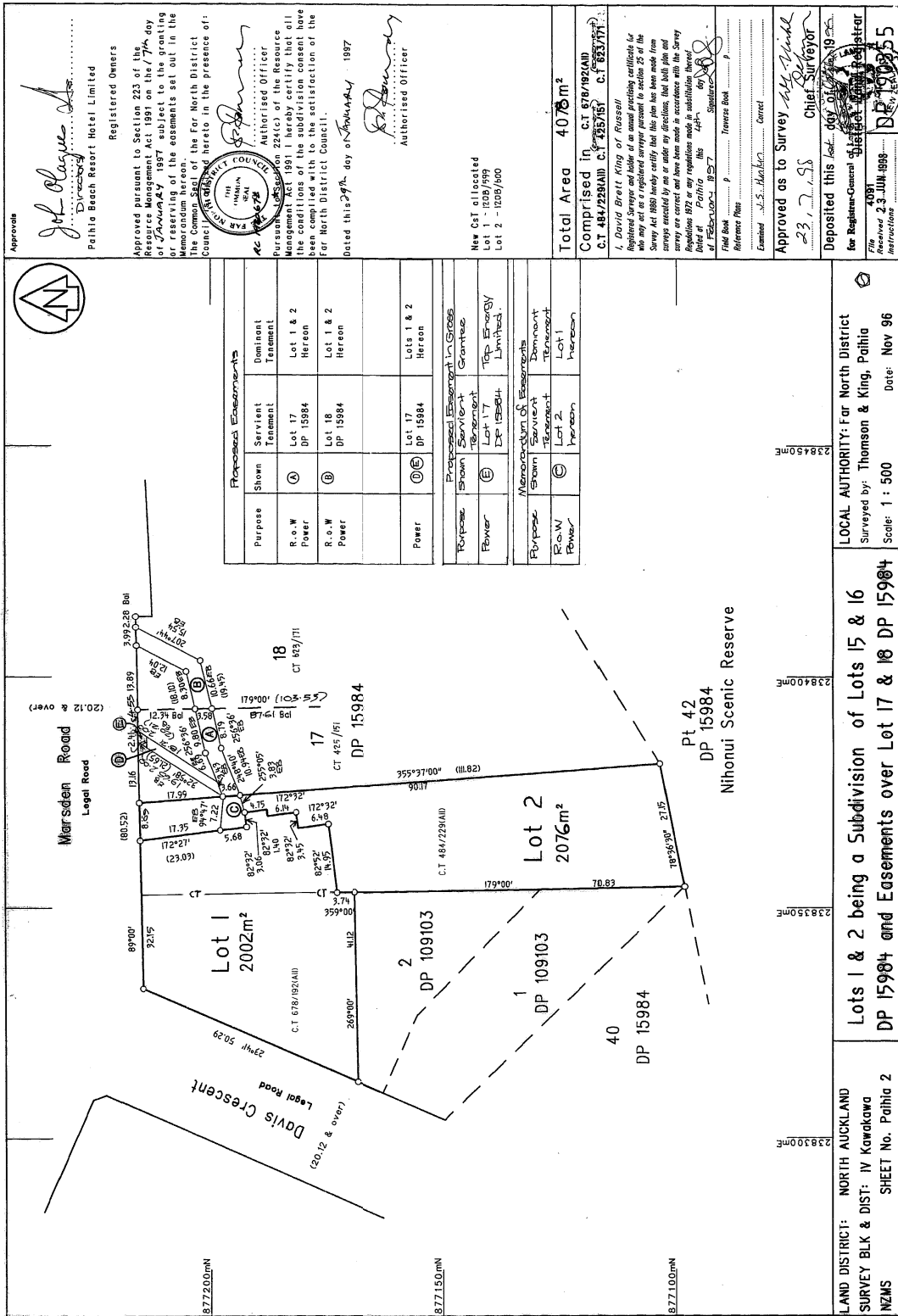
Interests

Fencing Agreement in Transfer 227525

Subject to a right of way and to a power right over part marked C on DP 190355 specified in Easement Certificate D435872.3 - 1.10.1999

The easements specified in Easement Certificate D435872.3 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are rights of way and power rights created by Transfer D435872.5 - 1.10.1999



8 OCT 1999

23830mf 23835mf 23840mf 23845mf 23850mf 23855mf 23860mf 23865mf 23870mf 23875mf 23880mf 23885mf 23890mf 23895mf 23900mf 23905mf 23910mf 23915mf 23920mf 23925mf 23930mf 23935mf 23940mf 23945mf 23950mf 23955mf 23960mf 23965mf 23970mf 23975mf 23980mf 23985mf 23990mf 23995mf



**SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972**

Search Copy

Identifier NA120B/629
Land Registration District North Auckland
Date Issued 01 October 1999
Plan Number DP 190356

Subdivision of
Lot 1 Deposited Plan 190355

Prior References
NA120B/599

Unit Titles Issued

NA120B/601	NA120B/602	NA120B/603	NA120B/604
NA120B/605	NA120B/606	NA120B/607	NA120B/608
NA120B/609	NA120B/610	NA120B/611	NA120B/612
NA120B/613	NA120B/614	NA120B/615	NA120B/616
NA120B/617	NA120B/618	NA120B/619	NA120B/620
NA120B/621	NA120B/622	NA120B/623	NA120B/624
NA120B/625	NA120B/626	NA120B/627	NA120B/628

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Fencing Agreement in Transfer 227525 (affects part)

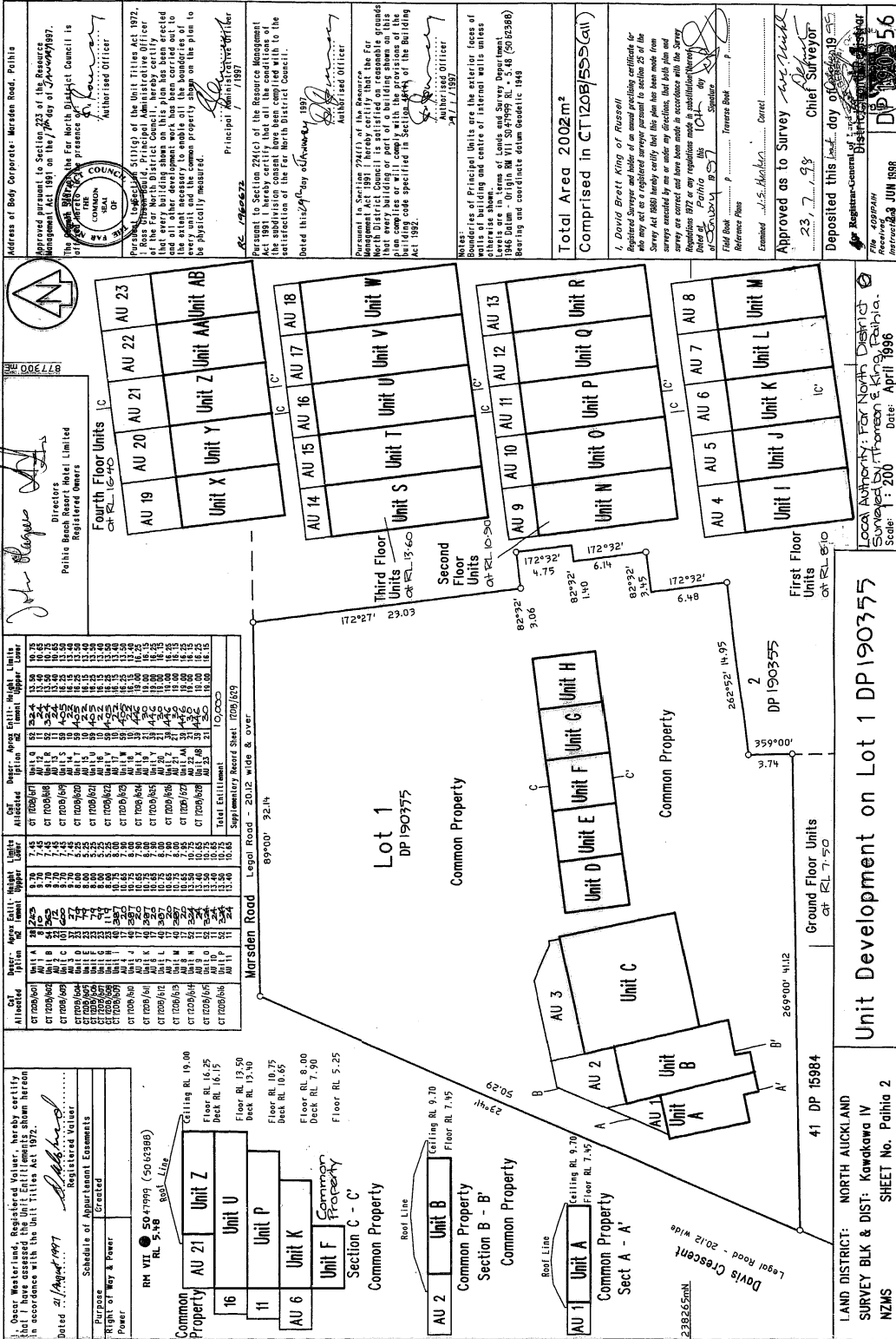
Fencing Agreement in Transfer 279075 (affects part)

C624474.2 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 11.7.1994 at 12.03 pm (affects part formerly CT NA678/192)

Appurtenant hereto is a right of way and a power right specified in Easement Certificate D435872.3

The easements specified in Easement Certificate D435872.3 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are rights of way and power rights created by Transfer D435872.5



Address of Body Corporate: Marsden Road, Pathia

Approved pursuant to Section 223 of the Resource Management Act 1991 on the 7th day of August 1997.

The following persons were present at the meeting of the Far North District Council held on the 7th day of August 1997:

Principal Administrative Officer

Approved as to Survey

Approved as to Survey

Approved as to Survey

Approved as to Survey

Paraphrasing Section 223(1)(g) of the Resource Management Act 1991, I hereby certify that the plan has been carried out and all other development work has been carried out to the satisfaction of the Far North District Council.

Dated this 7th day of August 1997

Principal Administrative Officer

Approved as to Survey

Approved as to Survey

Approved as to Survey

Approved as to Survey

Pursuant to Section 224(1) of the Resource Management Act 1991, I hereby certify that the plan complies or will comply with the provisions of the Building Act 1992.

Dated this 7th day of August 1997

Principal Administrative Officer

Approved as to Survey

Approved as to Survey

Approved as to Survey

Approved as to Survey

Notes: The use of principal units are the metric faces of walls of building and centre of staircase units otherwise shown.

Scale: 1:200

Bearing and coordinate datum Geodetic 1985

Total Area 2002m²

Comprised in CT120B/SS(G11)

I, David Brett King of Russell, Registered Surveyor and holder of a valid practising certificate for Survey Act 1980 hereby certify that the plan has been made from surveys made by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Act 1980 and the provisions of the Survey Act 1980.

Dated this 7th day of August 1997

Signature: David Brett King

Field Book: P

Reference Plans: P

Examined: S. S. McMillan

Approved as to Survey

Approved as to Survey

Approved as to Survey

Approved as to Survey

Deposited this 7th day of August 1997

Registered-General of Land

File No. 49994W

Instrument No. 2 JUN 1998

DP 190375

Approved 10/08/98

8 OCT 1999

Unit Development on Lot 1 DP190375

LAND DISTRICT: NORTH AUCKLAND

SURVEY BLK & DIST: Kawakawa IV

NZMS

SHEET No. Pathia 2

Scale: 1:200 Date: April 1996

Local Authority: Far North District

Surveyed by: Thomson & King, Pathia.

micah@donaldsons.net.nz

From: Vonnie Veen-Grimes <Vonnie.Veen-Grimes@nzta.govt.nz>
Sent: Wednesday, 26 June 2024 11:06 am
To: micah@donaldsons.net.nz
Subject: RE: 128 Marsden Rd, Paihia - Application-2024-0615 CRM:0296000034

Hi Micah,

Apologies for the delay in response. We are dealing with significantly high workloads at the moment and appreciate your patience.

Please know NZTA will be proceeding with written approval on the condition basis both accesses will be upgraded to appropriate FNDC Engineering Standards for a commercial crossing and a residential crossing. There will also be a consent notice on proposed Lot 1 for any future dwelling to be designed, constructed and maintained to achieve an indoor design noise level of 40 dB $L_{Aeq(24hr)}$ inside all habitable spaces within the road carriageway noise buffer zone.

We are in the process of drafting a written approval which needs to be signed off by a senior. Once this is complete we can send you finalised conditions to be volunteered. I anticipate this will be early next week at the latest.

Ngā mihi

Vonnie Veen-Grimes

Planner, Environmental Planning (Auckland/Northland)

Poutiaki Taiao | System Design

Email: Vonnie.Veen-Grimes@nzta.govt.nz

Waka Kotahi New Zealand Transport Agency

Auckland, Level 5, AON Centre, 29 Customs Street West
Private Bag 106602, Auckland 1143, New Zealand

[Facebook](#) | [Twitter](#) | [LinkedIn](#)



www.nzta.govt.nz

From: micah@donaldsons.net.nz <micah@donaldsons.net.nz>
Sent: Wednesday, June 26, 2024 9:22 AM
To: Vonnie Veen-Grimes <Vonnie.Veen-Grimes@nzta.govt.nz>
Subject: RE: 128 Marsden Rd, Paihia - Application-2024-0615 CRM:0296000034

Morning Vonnie,

Any update would be appreciated.

Regards,

Micah



Top Energy Limited

Level 2, John Butler Centre
60 Kerikeri Road
P O Box 43
Kerikeri 0245
New Zealand
PH +64 (0)9 401 5440
FAX +64 (0)9 407 0611

31 May 2024

Micah Donaldson
Donaldsons Surveyors Limited
PO Box 211
KERIKERI

Email: micah@donaldsons.net.nz

To Whom It May Concern:

**RE: PROPOSED EASEMENT CANCELLATION
LS & MF Gray 120-124 Marsden Road, Paihia. Lot 17 DP 15984.**

Thank you for your recent correspondence with attached proposed subdivision scheme plans.

Top Energy has considered the proposal to surrender the existing easement, area 'E' on Lot 17 DP 15984, and advises that this can be completed. It is preferred that our solicitor prepares the appropriate documentation, and the cost is to be met directly by the client.

Please contact our property team to initiate the process.

Dallas Apimerika: dallas.apimerika@topenergy.co.nz

If you have any further queries, please do not hesitate to contact the writer.

Yours sincerely

Aaron Birt
Planning and Design
T: 09 407 0685
E: aaron.birt@topenergy.co.nz

□

TRANSFER
Land Transfer Act 1952

D435872.5 TE



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

Land Registration District

NORTH AUCKLAND

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

425	151	Part	Those areas marked A, D and E on Plan no. 190355 Area B on Plan no. 190355
623	171	Part	

Transferor Sumames must be underlined or in CAPITALS

Ewan Ronald PRICE

Transferee Sumames must be underlined or in CAPITALS

PAIHIA BEACH RESORT HOTEL LIMITED

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

Easements of power and right of way in favour of Lots 1 (CT 120B/599) and 2 (CT 120B/600) on Deposited Plan 190355 as set out in the annexure schedule

Consideration

TEN CENTS

Operative Clause

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

Dated this 30th day of September 1999

Attestation

	Signed in my presence by the Transferor
	Signature of Witness
Signature, or common seal of Transferor	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name E K CAMPBELL
	Occupation LEGAL EXECUTIVE EWAN PRICE, SOLICITOR AUCKLAND
	Address

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Duties and Creation Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF: 4135 /2

Solicitor for the Transferee

□

Annexure Schedule



TRANSFER

Dated

30th September 1997

Page

1

of

1

Pages

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

In respect of that part of the land in Certificate of Title 425/151 marked "A" ("D", "E") on Deposited Plan 190355 and in respect of that parcel of land in Certificate of Title 623/171 marked "B" on Deposited Plan 190355:

The Transferee shall have the right to lay cables and other equipment necessary to the supply and reticulation of power together with the right to full, free, uninterrupted and unrestricted right, liberty, and privilege for the Transferee and his tenants (in common with the Transferor, his tenants and any other person lawfully entitled so to do) for the purposes of the easement concerned:

- (a) To use any line, wire, cable, pipe, or conduit already laid on the stipulated course or any line, wire, cable, pipe and conduit in replacement or in substitution for all or any of those lines, wires, cables, pipes and conduits;
- (b) Where no such lines, wires, cables, pipes, or conduit exists to lay, place, and maintain, or to have laid, placed, and maintained, lines, wires, cables, pipes and conduits of a sufficient diameter and or of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (c) In order to construct or maintain the efficiency of any such lines, wires, cables, pipes, and conduits, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the Transferee, his tenants, servants, agents and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the cable or other form of construction is defined in the easement, upon such part of the land of the Transferor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining, and renewing the lines, wires, cables, pipes, and conduits or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the Transferor and that surface is restored as near as possible to its original condition and any other damage done by reason of the aforesaid operations is repair;

AND the Transferee, its servants, tenants, agents, workmen, licensees, and invitees (in common with the Transferor, his tenants, and any other person lawfully entitled so to do) shall also have the full, free, uninterrupted, and unrestricted right, liberty and privilege from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without vehicles, motor vehicles, machinery and implements of any kind, over and along the land over which the right of way is granted or created.

The costs incurred in relation to the easements created pursuant to this transfer shall be borne solely by the dominant tenement in respect of such easements UNLESS any work or repair is required as a result of the act or default of the proprietor of the servient tenement.

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.

ERC

[Handwritten Signature]

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
for REGISTRAR-GENERAL

215 01.OCT199 D 435872

LINZ COPY ©

Law Firm Acting
EWAN PRICE
SOLICITOR
AUCKLAND
DX DP 92509

Auckland District Law Society
REF. 4135 /A

623/171
1208/579-600
REG-GEN
LAND

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

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Transfer

Land Transfer Act 1952

This page does not form part of the Transfer

TRANSFER
Land Transfer Act 1952

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

Land Registration District

North Auckland Registry

Certificate of Title No.

All or Part?

Area and legal description - *Insert only when part or Stratum, CT*

425

151

All

That part of Lot 17 marked "E" on Deposited Plan ~~15984~~ 190355

Transferor Surnames must be underlined

PAIHIA BEACH RESORT HOTEL LIMITED at Paihia

Transferee Surnames must be underlined

TOP ENERGY LIMITED at Kaikohe

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

Easement in Gross for electricity purposes

Consideration

ONE DOLLAR (\$1.00)

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or interest described above in the land in the above certificate(s) of title and if an easement is described above such is granted or created.

Dated this

19th

day of

July

1999


Attestation

PAIHIA BEACH RESORT HOTEL LIMITED by its
authorised signatory



Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness


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

Witness name

Joanne Tong

Occupation

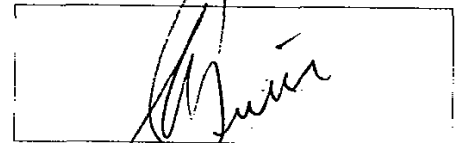
Resort Manager

Address

Puketana Rd. Kerikeri.

Certified correct for the purposes of the Land Transfer Act 1952

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



Solicitor for the Transferee

Annexure Schedule

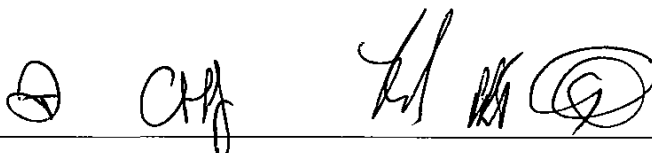
Insert below:—

"Mortgage", "Transfer", "Lease" etc.

Transfer dated 19-7-99 page 2 of 10 pages.

1. **Transfer and Grant of Transmission Easement**
 - 1.1. In consideration of the covenants on the part of the Transferee contained in this Memorandum, the Transferor **TRANSFERS AND GRANTS** to the Transferee and any other persons authorised (expressly or impliedly) by the Transferee an electricity transmission in gross over Lot 17 on Deposited Plan ~~15984~~ ¹⁹⁰³⁵⁵ with the following rights and interests as an easement in gross (the "Transmission Easement").
 - 1.1. The right to survey and investigate in respect of, and to lay, construct, operate, inspect, use, cleanse, maintain, repair, renew, upgrade, change the size of and remove, the Transmission Line in, over, on, under or through that part of the Land marked "E" on Deposited Plan ~~15984~~ ¹⁹⁰³⁵⁵ ("the Servient Land").
 - 1.1.1 The right to convey, send, transmit or transport electricity and telecommunications signals, waves or impulses in, over, on, under or through the Servient Land.
 - 1.1.2 The right with any vehicles, equipment, aircraft and materials of any kind, to enter on the Servient Land for any and all purposes necessary or convenient for the Transferee to exercise its rights and interests granted under this memorandum (including the right to extinguish fires), but subject to the conditions that as little disturbance as is reasonably possible is caused to the Transferor, the Land, and the Transferor's guests and invitees and other property in doing so and that, where applicable, all gates on the Land are left as the Transferee and those other authorised persons find them.
 - 1.1.3 The right to construct on the Servient Land whatever works deemed necessary by the Transferee for it to exercise its rights and interests granted under this memorandum and which are approved by the Transferor (that approval not to be unreasonably withheld), but subject to the condition that as little disturbance as possible is caused to the Transferor, the Land, and the Transferor's guests and invitees and other property in doing so.
 - 1.1.4 The right to keep the Servient Land cleared of all buildings or structures (including any buildings or structures which overhang the Servient Land) by any means the Transferee may consider necessary.

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



Annexure Schedule

Insert below:—

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

19-7-99

page

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10

pages.

1.1.5 The right to keep the Servient Land cleared of any fences or vegetation, both natural and cultivated, including trees and shrubs (including any fences, or vegetation which overhang the Servient Land) by any means which the Transferee may consider necessary where such fences or vegetation:

- (a) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum clearance of the Transmission Line;
- (b) impedes the Transferee's access over the Servient Land; or
- (c) inhibits the safe and efficient operation of the Transmission Line.

1.1.6 The right by whatever means or method as the Transferee considers necessary to level and grade any stockpiled soil, sand, gravel or other substance or any materials, walls or other earthworks that may exist on the Servient Land in order to ensure that the clearance above the ground level of the Transmission Line is maintained greater than any minimum clearance height that may exist from time to time in statute, regulations, code of practice or otherwise, subject to reasonable access being maintained through the Servient Land.

2. COVENANTS

2.1 Ownership of the Transmission Line

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

2.2 Buildings Structures Fences and Vegetation

2.2.1 The Transferee may consent in writing to certain existing buildings, structures, fences or vegetation upon or overhanging the Servient Land at the date of this Memorandum remaining there. If the existence of those buildings, structures, fences or vegetation so consented to, or any additional buildings, structures, fences or vegetation consented to pursuant to clause 2.2.3, subsequently results in a situation

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Annexure Schedule

Insert below:—

“Mortgage”, “Transfer”, “Lease” etc.

Transfer

dated

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pages.

described in clause 1.1.5 (a) - (c) then such consent may be revoked by the Transferee but without compensation. If such consent is revoked the cost of removal of any buildings, structures, fences or vegetation shall be borne by the Transferee. Before removing any fence pursuant to this clause the Transferee shall consult with the Transferor so the Transferor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Transferor's responsibility.

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

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

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

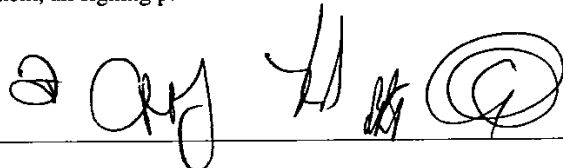
2.3 Restoration of Land

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

2.4 Transferor's Continued Use of Servient Land

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

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



Annexure Schedule

Insert below:—

“Mortgage”, “Transfer”, “Lease” etc.

Transfer

dated

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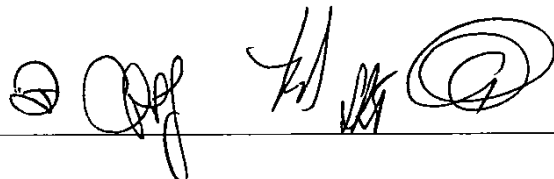
pages.

2.5 Restrictions on Transferor's Use

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

- (a) make, or permit to be made, any alterations or additions to any buildings or structures existing on the Servient Land at the date of this Memorandum which affect the overall dimensions of those buildings or structures;
- (b) erect, or permit the erection, of any buildings or structures on the Servient Land;
- (c) stockpile or fill with, or permit the stockpiling of or filling with, any soil, sand, gravel or other substance or materials, or construct, or permit the construction of, any roads, dam walls or other earthworks on the Servient Land which would in any way reduce the clearance above the ground level of the Transmission Lines below the minimum clearance height that may exist, from time to time, in statute, regulations, code of practice or otherwise;
- (d) remove, or permit the removal of, any soil, sand, gravel or other substance from the Servient Land;
- (e) disturb the soil below a depth of 0.3 metres within a distance of 6 metres from the visible outer edge of any tower, pole, ground stay, support or foundation comprising part of the Transmission Line;
- (f) cause or consent to acquiesce in the inundation of the Servient Land where any existing towers, poles, ground stays or supports comprising part of the Transmission Line are erected or located, or proposed to be erected or located, from the date of this memorandum **EXCEPT HOWEVER** nothing

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



Annexure Schedule

Insert below:—

“Mortgage”, “Transfer”, “Lease” etc.

Transfer

dated

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pages.

will require the Transferor to take any steps to do or construct anything to prevent that inundation caused by events beyond the reasonable control of the Transferor;

- (g) burn off crops, trees or undergrowth within the Servient Land;
- (h) operate, or permit to be operated, any machinery or equipment (including by way of example, but not in limitation, cranes, drilling-rigs, pile-drivers and excavators) in close proximity to any tower, pole, ground stay or support comprising part of the Transmission Line;
- (i) disturb any survey pegs or markers placed on the Servient Land by the Transferee; or
- (j) do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.

2.5.2 The consent of the Transferee required under clause 2.5.1 will not be unreasonably withheld, but may be given subject to reasonable conditions (including the power to revoke without compensation).

2.6 Restrictions on Transferee's Use of Land

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

2.7 Statutes and Regulations

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

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

Annexure Schedule

Insert below:—

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

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pages.

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

2.8 Indemnity Against Third Party Claims

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

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

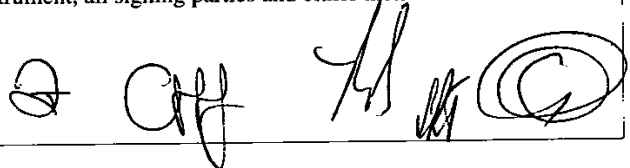
2.9 Licence and Assignment

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

2.10 Perpetual Easement

2.10.1 No power is implied for the Transferor to determine the Transmission Easement for any breach of covenant (express or implied) or for any causes whatever. It is the

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



Annexure Schedule

Insert below:—

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

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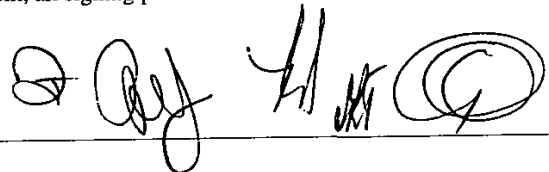
intention of the parties that the Transmission Easement will subsist forever or until duly surrendered.

2.11 Arbitration

2.11.1 All differences and disputes which may arise between the parties touching, concerning or arising out of this memorandum (except for proceedings relating to any unpaid moneys due under this memorandum or as otherwise expressly provided in this memorandum) shall be submitted to arbitration in accordance with the Arbitration Act 1996 ("Act"). The following provisions shall apply:

- (a) There shall be a single arbitrator agreed upon by the parties or failing agreement, two arbitrators (one to be appointed by each party) and a third arbitrator to be appointed by the arbitrators appointed by the parties or if the arbitrators appointed by the parties cannot reach agreement, the third arbitrator shall be appointed by the President for the time being of the District Law Society within which the Servient Land is situated. If any party fails to act as required under this provision, or the President for the time being of the District Law Society fails to appoint a third arbitrator then the provisions of clause 1(4)(c) of the second schedule to the Act shall apply.
- (b) Any notice to be given pursuant to the provisions of this clause may be given as provided in the first schedule to the Act.
- (c) All arbitrators shall be ordinarily resident in New Zealand and any arbitration proceedings shall be conducted in the English language.
- (d) Where three arbitrators are appointed the arbitrator not appointed by the parties shall be the presiding arbitrator.
- (e) The sole arbitrator or presiding arbitrator shall determine all questions of procedure.
- (f) Clause 5 of the second schedule to the Act shall not apply.

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Annexure Schedule

Insert below:—

“Mortgage”, “Transfer”, “Lease” etc.

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dated

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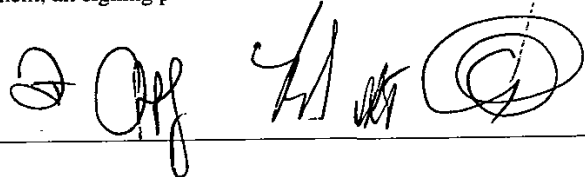
pages.

2.12 Interpretation

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

- (a) the term "Transmission Line" means a wire or wires or a conductor of any other kind (including a fibre optic or coaxial cable) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulator, tower, pole, ground stay, supporting structure, crossarm, foundation, casing, tube, tunnel, minor fixture or other item, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line; and also includes any building, tower or pole mounted transformers, fuses, fuse holder, automatic switches, voltage regulators, capacitors or other instrument, apparatus or device used in association with a Transmission Line for the purpose of protecting and facilitating the transmission of electricity and telecommunication signals, waves or impulses through the Transmission Line;
- (b) references to clauses or a Schedule are references to clauses of, and a Schedule to, this memorandum;
- (c) words importing the singular or plural number include the plural and singular number respectively;
- (d) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this memorandum;
- (e) reference to the parties include their respective successors and assigns; and
- (f) references to a statute or statutory provision includes references to that statute or statutory provision (as the case may be) and to any regulations made pursuant to that statute or statutory provision (as the case may be) as from time to time modified, codified or re-enacted, whether before or after the date of this memorandum, so far as that modification, codification or re-enactment

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Annexure Schedule

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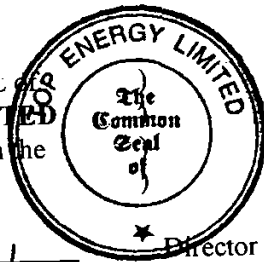
“Mortgage”, “Transfer”, “Lease” etc.

Transfer dated 19-7-99 page 10 of 10 pages.

applies, or is capable of applying, to this memorandum and the transfer and grant of the Transmission Easement under it.

Executed as a Memorandum on 29th day of April 1999.

THE COMMON SEAL OF
TOP ENERGY LIMITED
was hereunto affixed in the
presence of:



Director

WITNESS:

[Signature]
Steven Richard JAMES
ACCOUNTANT
KERIKERI

[Signature]
Director

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

[Signatures]

07/14/99 15:35 FAX #133312096

KINKO'S SAUSALITO

@002

6 JUL 1999 12:52

EDWIN PRICE SOLICITOR

10:131

P.3/3

PAIHIA BEACH RESORT HOTEL LIMITED

RESOLVED this 6th day of July 1999 as a resolution of shareholders of the company:

1. That the constitution be altered as follows:

That for the purposes of section 180 of the Companies Act 1993 CHARLOTTE HOI JENSEN of Paia, Hotel Manager shall be and shall be deemed always to have been authorised to enter into contracts or other enforceable obligations on behalf of the company and where such obligations are required to be by deed to enter such obligations in writing signed by her alone on behalf of the company.

Where such obligations are required to be in writing she shall similarly be authorised to enter such obligations on behalf of the company in writing and shall also be authorised to commit the company either in writing or orally to any other enforceable obligations.

That nothing in this resolution shall be deemed to constitute the said CHARLOTTE HOI JENSEN a director of the company.

2. For the purposes of clause 2 of the First Schedule of the Companies Act 1993 all the shareholders of the company hereby waive any irregularity in calling the meeting to pass the above resolution.

John O'Leary
Shareholder

Annexure Schedule

Transfer dated [] page [] of [] pages

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OBLIGATION NUMBER 1.5002.254
FUND 879.241.0000.0000.0000.0000

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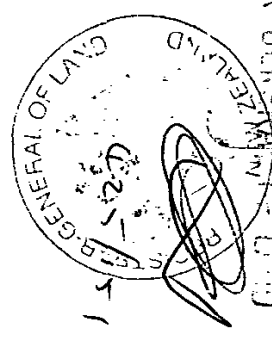
Transfer

Land Transfer Act 1952

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH ISLAND
for REGISTRAR-GENERAL OF LAND



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D435872.3



EASEMENT CERTIFICATE EC

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

I/We **PAIHIA BEACH RESORT HOTEL LIMITED** at Auckland

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **NORTH AUCKLAND** on the _____ day of **1999** under No. **190355** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 190355

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	2	"C"	1	120B/600
Power	2	"C"	1	120B/600

C.H.S.



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

1. Rights and powers:

The "power" easement shall mean the right to lay cables and other equipment necessary to the supply and reticulation of power.

This easement shall provide the full, free, uninterrupted and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants and any other person lawfully entitled so to do) for the purposes of the easement concerned:

- (a) To use any line, wire, cable, pipe, or conduit already laid on the stipulated course or any line, wire, cable, pipe and conduit in replacement or in substitution for all or any of those lines, wires, cables, pipes and conduits;
- (b) Where no such lines, wires, cables, pipes, or conduit exists to lay, place, and maintain, or to have laid, placed, and maintained, lines, wires, cables, pipes and conduits of a sufficient diameter and of of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (c) In order to construct or maintain the efficiency of any such lines, wires, cables, pipes, and conduits, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the cable or other form of construction is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining, and renewing the lines, wires, cables, pipes, and conduits or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that surface is restored as near as possible to its original condition and any other damage done by reason of the aforesaid operations is repair.

CHS



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

The costs incurred in relation to the easement created pursuant to this certificate shall be borne solely by the dominant tenement in respect of such easement UNLESS any work or repair is required as a result of the act or default of the proprietor of the servient tenement.

Dated this 30th day of September 1999

Signed by the above-named
PAIHIA BEACH RESORT HOTEL LIMITED by its
duly authorised signatory **CHARLOTTE HOJ**
JENSEN

in the presence of

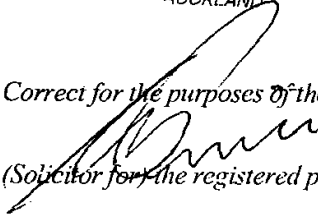
Witness

Occupation

E K CAMPBELL
LEGAL EXECUTIVE
EWAN PRICE, SOLICITOR
AUCKLAND

Address

Correct for the purposes of the Land Transfer Act 1952


(Solicitor for) the registered proprietor:

Approved by Registrar-General
of Land under No. 1998/6031EF

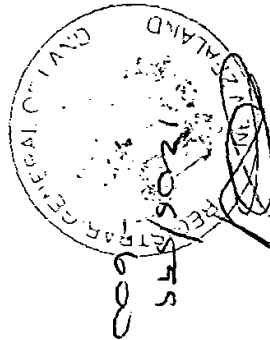


EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
EWAN PRICE SOLICITOR AUCKLAND DX DP 92509

Auckland District Law Society
REF: 4050 /4



215 01.0CT199 D 435872.3
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NO. 1998/6031EF
for R/1010 R/1

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