

AS APPROVED BY
KAIPARA DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RM100133B

9/02/2021 wrobinson



- CAUTION:**
1. THIS DRAWING SHOULD NOT BE REPRODUCED MANUALLY.
 2. ACCESS AND EASEMENTS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
 3. THE DESIGNER & PURCHASER MUST CONTACT THE SURVEYOR FOR SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
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STAGED DEVELOPMENT
FOR PREFERRED LOTS REFER TO STAGES:
STAGE 4, SHT 2; LOTS 8-14, 20, 21 & 56
STAGE 5, SHT 3; LOTS 15-19 & 55

PROPOSED AMALGAMATION CONDITIONS
ACCESS LOTS 55 & 56 - REFER TO RT 813015 PARA 101
FOR ACCESS LOT 56 - SEE STAGE 4, SHEET 2
FOR ACCESS LOT 55 - SEE STAGE 5, SHEET 3

PROPOSED EASEMENTS
FOR EASEMENT SCHEDULES - REFER TO INDIVIDUAL STAGES

TOTAL AREA: 1.1101Ha
COMPRISED IN: RT 813015

F	RT 813015	ALLOT 2 STAGE 4 EASEMENTS - MAY
E	RT 813015	ALLOT 2 STAGE 4 EASEMENTS - MAY
D	05.04.17	ALLOT 2 STAGE 4 & 7 EASEMENTS - MAY
A	22.05.19	RT 813015
REV	DATE	DESCRIPTION

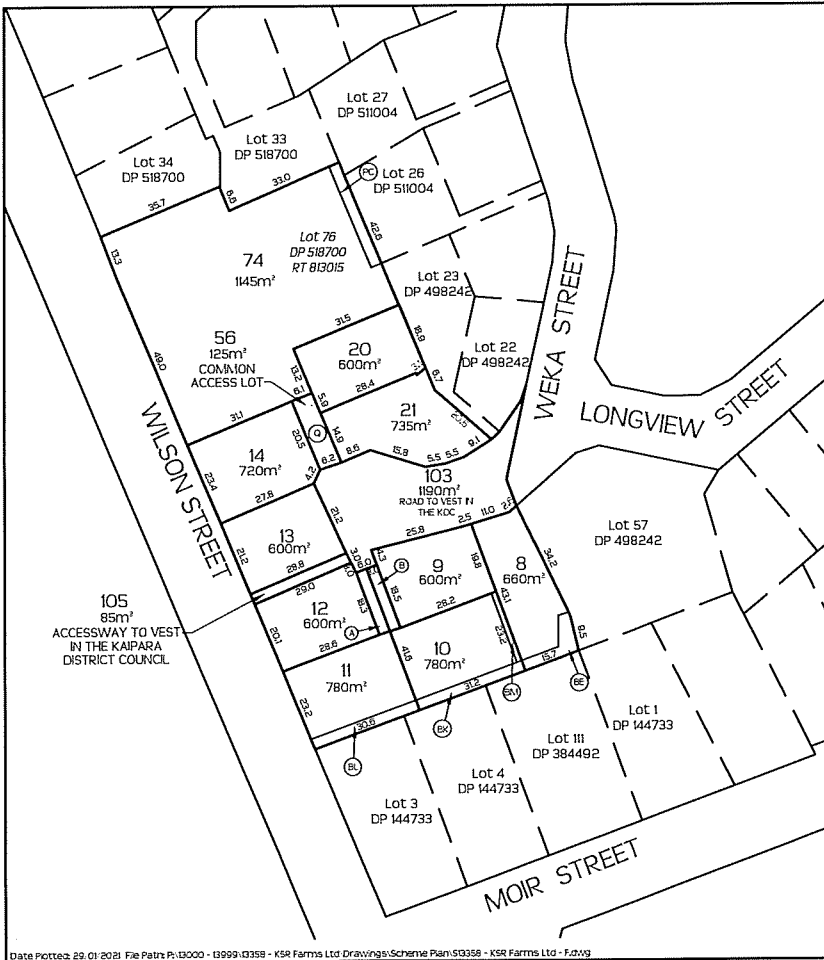
&bryant

PH: 09 438 3553 PO Box 191, Whangarei 0140
7 Selwyn Ave, Whangarei www.pebblesandbryant.co.nz

CLIENT
K S R FARMS LTD
LONGVIEW STREET
MANGAWHAI

TITLE
OVERALL
PROPOSED SUBDIVISION OF
LOT 76 DP 518700

DATE	JANUARY 2021	SCALE	1:1500 @A3
TITLE	S13358	SHEET	1/3
REV		REV	F



Date: 29.01.2021 File Path: P:\13000 - 13999\13358 - KSR Farms Ltd Drawings\Scheme Plan\13358 - KSR Farms Ltd - F.dwg



PROPOSED AMALGAMATION CONDITION
 PURSUANT TO SECTION 243(e) OF THE RMA 1991, THAT LOT 56 HEREOF (LEGAL ACCESS) BE HELD AS TO SEVEN UNDIVIDED ONE-SEVENTH SHARES BY THE OWNERS OF LOT 20 HEREOF (1 SHARE), LOT 14 HEREOF (1 SHARE) & LOT 74 HEREOF (5 SHARES) AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL COMPUTER REGISTERS BE ISSUED IN ACCORDANCE THEREWITH

PROPOSED CANCELLATION OF CONDITIONAL EASEMENTS
 PURSUANT TO SECTION 243(e) OF THE RMA 1991, THE CONDITIONS AS TO THE CREATION OF:

THE RIGHT (IN GROSS) TO CONVEY ELECTRICITY, TELECOMMUNICATIONS AND COMPUTER MEDIA MARKED JE ON DP 518700, OVER LOT 103 HEREOF & IN FAVOUR OF NORTH-POWER LIMITED & CREATED BY 1043631L7;

THE RIGHT (IN GROSS) TO CONVEY TELECOMMUNICATIONS AND COMPUTER MEDIA MARKED JE ON DP 518700, OVER LOT 103 HEREOF & IN FAVOUR OF CHORUS NEW ZEALAND LIMITED & CREATED BY 1043631L8;

THE RIGHT OF WAY MARKED JE ON DP 518700, OVER LOT 103 HEREOF & APPURTENANT TO LOT 23 DP 498242 & CREATED BY 10505920.1

ARE TO BE REVOKED

REASON: AREA JE ON DP 518700 IS TO BE VESTED AS ROAD.

PROPOSED PART-CANCELLATION OF CONDITIONAL EASEMENTS
 PURSUANT TO SECTION 243(e) OF THE RMA 1991, THE CONDITION AS TO THE CREATION OF:

THE RIGHT TO DRAIN WATER (IN GROSS) MARKED JE & TO DRAIN SEWAGE ON DP 518700 (FORMERLY LOT 76 DP 518700) OVER LOT 78 DP 518700; CREATED BY 1043631L9; IS TO BE CANCELLED AS IT RELATES TO LOT 103 ON THIS PLAN.

REASON: AREA JE ON DP 518700 IS TO BE VESTED AS ROAD.

AS APPROVED BY KAIPARA DISTRICT COUNCIL Planning Department

RESOURCE CONSENT RM100133B

9/02/2021 wrobinson

LOCAL AUTHORITY: KAIPARA DISTRICT COUNCIL

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 - SEWERAGE MUST NOT BE INSTALLED UNDER THIS PLAN.
 - DO NOT SCALE OFF DRAWINGS.
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PROPOSED EASEMENT SCHEDULE			
PURPOSE	SHOWN	SERV. TENE.	DOAL TENE.
RIGHT OF WAY	A	LOT 11 HEREOF	LOTS 10 & 12 HEREOF
	B	LOT 10 HEREOF	LOTS 11 & 12 HEREOF

PROPOSED EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERV. TENE.	GRANTEE
RIGHT TO DRAIN WATER	BM	LOT 10 HEREOF	KAIPARA DISTRICT COUNCIL
	B	LOT 11 HEREOF	
RIGHT TO DRAIN SEWAGE	A	LOT 56 HEREOF	KAIPARA DISTRICT COUNCIL
	D	LOT 11 HEREOF	

EXISTING EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERV. TENE.	CREATED BY
RIGHT TO DRAIN WATER	BE	LOT 8 HEREOF	1043631L9
	BL	LOT 10 HEREOF	
RIGHT TO DRAIN WATER & SEWAGE	PC	LOT 74 HEREOF	10961987.5

TOTAL AREA: 1.110Ha
 COMPRISED IN: RT 813015

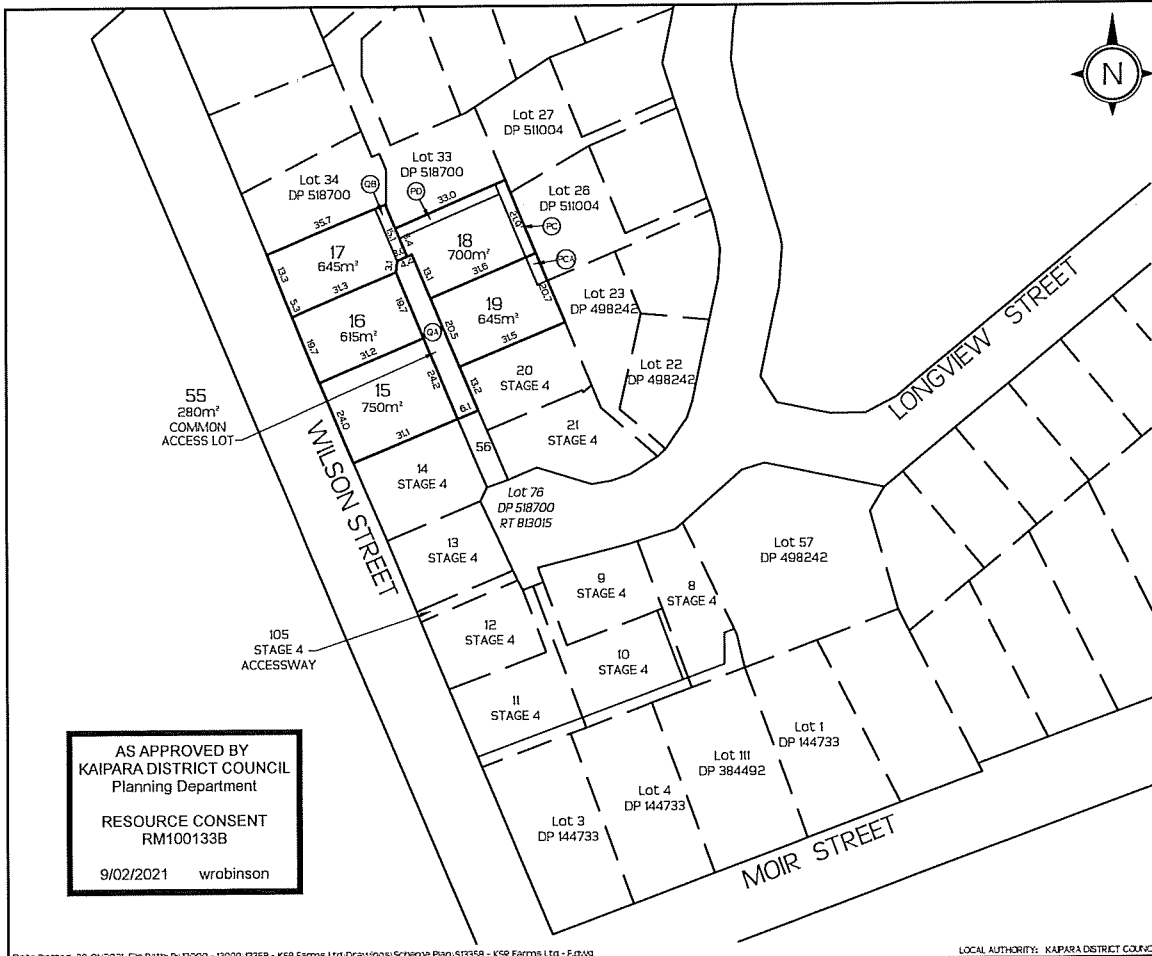
REV.	DATE	DESCRIPTION
1	29.01.2021	AS PER STAGE 4 PLAN 813015 - REV
2	29.01.2021	AS PER STAGE 4 & 5 - REV
3	29.01.2021	AS PER STAGE 6 & 7 REV 15 - SB
4	29.01.2021	THIS ISSUE
5	09.02.2021	DESIGN APPROVAL

&bryant
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 7 Selwyn Ave, Whangarei www.reyburnandbryant.co.nz

CLIENT
 K S R FARMS LTD
 LONGVIEW STREET
 MANGAWHAI

TITLE
 STAGE 4
 PROPOSED SUBDIVISION OF
 LOT 76 DP 518700

DATE	JANUARY 2021	SCALE	1:500 @A3
REV.	133358	SHEET	2/3



CAUTION:
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 4. SERVICES MUST NOT BE PROVIDED UNDER THIS PLAN.
 5. DO NOT SCALE OFF DIMENSIONS.
 6. THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (600) LIMITED.
 7. DESIGNED BY REYBURN & BRYANT - WHANGAREI - NEW ZEALAND

PROPOSED EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERV. TENE.	GRANTEE
RIGHT TO DRAIN WATER & SEWAGE	QA	LOT 55 HEREON	KAIPARA DISTRICT COUNCIL
RIGHT TO DRAIN WATER & SEWAGE	QB	LOT 17 HEREON	
RIGHT TO DRAIN WATER & SEWAGE	PD	LOT 19 HEREON	

EXISTING EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERV. TENE.	CREATED BY
RIGHT TO DRAIN WATER & SEWAGE	PC	LOT 19 HEREON	10091987.5
	PCA	LOT 19 HEREON	

PROPOSED AMALGAMATION CONDITIONS
 PURSUANT TO s220(1)(d)(v), RMA 1991
 1. THAT LOT 56 STAGE 4 (LEGAL ACCESS) BE HELD AS TO FIVE UNDIVIDED ONE-SEVENTH SHARES BY THE OWNERS OF LOTS 15, 16, 17, 18 & 19 HEREON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL COMPUTER REGISTERS BE ISSUED IN ACCORDANCE THEREWITH
 2. THAT LOT 55 HEREON (LEGAL ACCESS) BE HELD AS TO FIVE UNDIVIDED ONE-FIFTH SHARES BY THE OWNERS OF LOTS 15, 16, 17, 18 & 19 HEREON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL COMPUTER REGISTERS BE ISSUED IN ACCORDANCE THEREWITH

TOTAL AREA: 0.1458ha
 COMPRISED IN: LOT 74 STAGE 4

REV.	DATE	DESCRIPTION
F	28/01/21	ALRED STAGE 4 EASEMENTS - LW
E	08/10/20	ALRED STAGE 4 S & MZ
D	05/04/21	ALRED STAGE 4 T & BOTS - SB
A	22/05/20	REV SBSE
REV.	DATE	DESCRIPTION

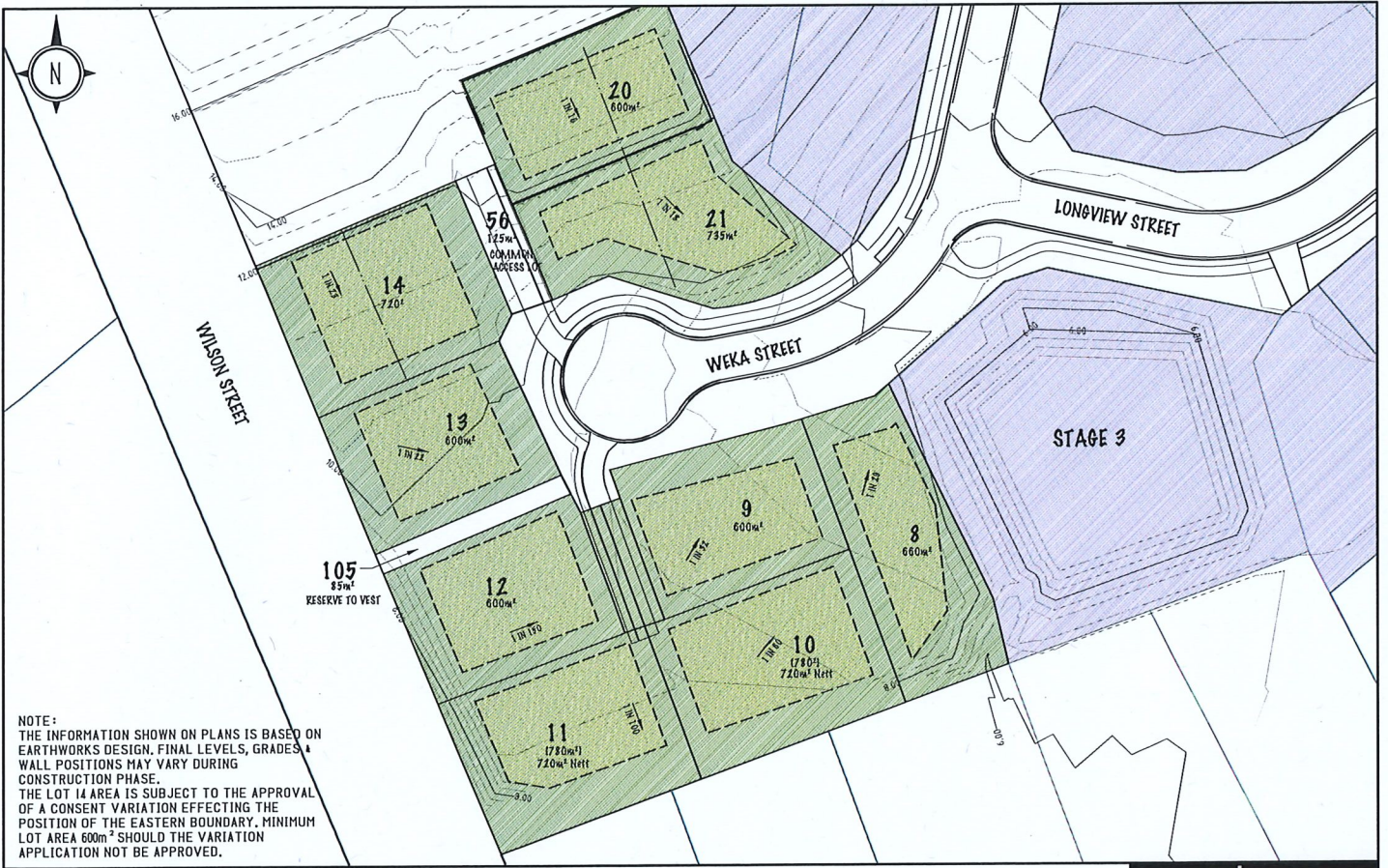
REYBURN & BRYANT
 Ph: 09 438 3553 PO Box 131, Whangarei 0110
 73 Wynne Ave, Whangarei www.reyburnandbryant.co.nz

CLIENT: K S R FARMS LTD
 LONGVIEW STREET
 MANGAWHAI

TITLE: STAGE 5
 PROPOSED SUBDIVISION OF
 LOT 74 STAGE 4

DATE	JANUARY 2021	SCALE	1:1500 @A3
TITLE	S13358	SHEET	3/3
REV.			F

AS APPROVED BY
 KAIPARA DISTRICT COUNCIL
 Planning Department
 RESOURCE CONSENT
 RM100133B
 9/02/2021 wrobinson



NOTE:
 THE INFORMATION SHOWN ON PLANS IS BASED ON EARTHWORKS DESIGN. FINAL LEVELS, GRADES & WALL POSITIONS MAY VARY DURING CONSTRUCTION PHASE.
 THE LOT 14 AREA IS SUBJECT TO THE APPROVAL OF A CONSENT VARIATION EFFECTING THE POSITION OF THE EASTERN BOUNDARY. MINIMUM LOT AREA 600m² SHOULD THE VARIATION APPLICATION NOT BE APPROVED.

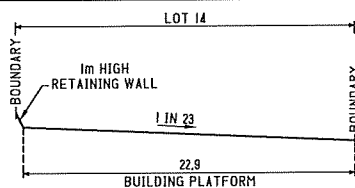
MARKETING PLAN
 13559 STAGE 4 - KSR FARMS
 SCALE 1:500 @A5
 BOUNDARIES SHOWN ARE SUBJECT TO FINAL SURVEY. AREAS IN BRACKETS INCLUDE AREA TO BECOME RIGHT OF WAY

--- = SETBACKS AS SET OUT IN RUC DISTRICT PLAN (RESIDENTIAL ZONE WITH HARBOUR OVERLAY)
 MINIMUM: 5m FROM ROAD BOUNDARY, 3m FROM ALL OTHER BOUNDARIES.
 NOTE: ONE REAR BOUNDARY REFERRABLE TO 1.5m ON REAR SITES

- = PREPARED BUILDING PLATFORM WITH APPROX. FINISHED GRADE ACROSS PLATFORM
- = RETAINING WALL. EXTENT TO BE CONFIRMED ON-SITE

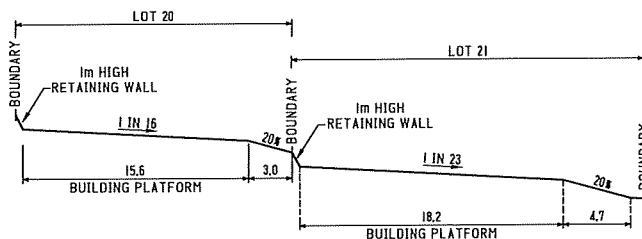
reynburn & bryant
 211-213 EDD ST
 2nd FLOOR, AUCKLAND
 09 308 8111
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TYPICAL HEIGHT DIFFERENCE ACROSS BUILDING PLATFORMS: -1m



LONGITUDINAL SECTION: LOT 14
HORIZONTAL SCALE 1:250, VERTICAL SCALE 1:250

TYPICAL HEIGHT DIFFERENCE ACROSS BUILDING PLATFORMS: -1m



LONGITUDINAL SECTION: LOTS 20 & 21
HORIZONTAL SCALE 1:250, VERTICAL SCALE 1:250

NOTE:
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THE LOT 14 AREA IS SUBJECT TO THE APPROVAL OF A CONSENT VARIATION EFFECTING THE POSITION OF THE EASTERN BOUNDARY. MINIMUM LOT AREA 600m² SHOULD THE VARIATION APPLICATION NOT BE APPROVED.

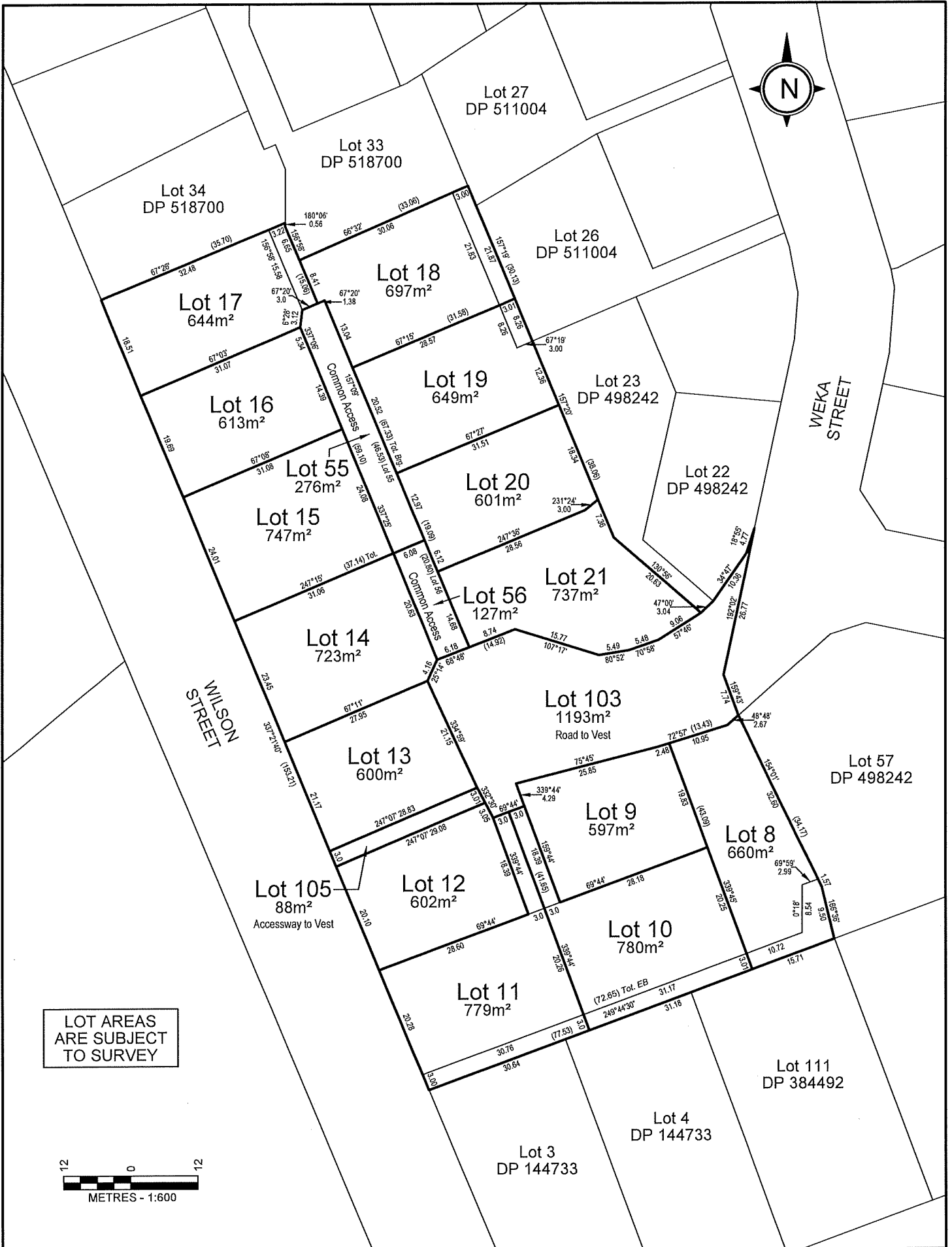
MARKETING PLAN

19358 STAGE 4 - KSR FARMS
SCALE 1:5000 #A3
BOUNDARIES SHOWN ARE SUBJECT TO FINAL SURVEY. AREAS IN BRACKETS INCLUDE AREA TO BECOME RIGHT OF WAY

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25 Years of Experience
www.reyburnandbryant.com.au

File No: P1200 - 15581023 - 137 (rev 12/06/2014) - Volume 1a Sub 4 - 26/154



STAGE 4 & 5 LOT DIMENSIONS

#13358 - KSR FARMS LTD
 SCALE 1:2000 @A3



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 PO Box 191, Whangarei 0150
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Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

KSR Farms Limited

Covenantee

KSR Farms Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Lots 8 -21 on DP	Lots 8 -21 on DP	Lots 8 - 21 on DP ...

Covenant rights and powers (including terms, covenants and conditions)

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

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[the Annexure Schedule _____].

Insert instrument type

Easement Instrument

Operative Clause

1. The Grantor for the Grantor's successors in title covenants with and for the benefit of the Grantee and the registered proprietors for the time being of the Land that the Grantor and the Grantor's successors in title will forever be bound by the covenants set out in the following paragraphs.

Covenants

2. Definitions

- 2.1 "Land" means the land comprised in Certificate of Title 813015 (North Auckland Registry).
- 2.2 "Covenanting Lot" means the Burdened Land as set out in Schedule A.
- 2.3 "Relevant Authority" means any corporation, including any government, local territorial authority, statutory or non-statutory authority or body having jurisdiction over the Covenanting Lot or the Land or any part thereof.
- 2.4 "Development" means the development as set out on the Scheme Plan.
- 2.5 "Scheme Plan" means the plan of the proposed subdivision of the Land prepared by or for KSR Farms Limited and incorporating the Covenanting Lot and approved by Council under RM100133A.

3. Building to comply

- 3.1 The Grantor shall not erect or permit to be erected on the Covenanting Lot any building or other improvements, including site works and landscaping, without obtaining from the Relevant Authority/Authorities all consents and permits required for such works.
- 3.2 The Grantor shall not allow the period for completion (including where appropriate, exterior finishes, driveways, fencing) of any building works being conducted on the Covenanting Lot to exceed 12 months from the date of commencement of such works.

Insert instrument type

Easement Instrument

4. Restriction on building materials

The Grantor shall not erect on or permit to remain on the Covenanted Lot any dwelling or any other building or structure that:

- 4.1 does not have fully enclosed basement areas (if any);
- 4.2 is a relocated second hand dwelling house.
- 4.3 uses second hand materials in any exterior construction (other than slate roofs or bricks which may be secondhand)

5. Completion prior to occupation

The Grantor shall not use, occupy or move into any dwelling or building erected on the Covenanted Lot until such time as:

- 5.1 The dwelling or building has been substantially completed in accordance with the terms of these covenants and the requirements of any Relevant Authority; and
- 5.2 The exterior of the dwelling or building has been fully completed and (where appropriate) painted or stained.

6. Fences, Trees and Shrubs

- 6.1 The Grantor shall not allow to be planted or erected as the case may be any lines of trees and shrubs or fences in excess of 1.8 metres in height nor shall the Grantor allow the height of existing lines of trees and shrubs or fences to be increased over the 1.8 metre limit except that specimen trees to a maximum of 4 metres shall be allowed.

7. Maintenance of Covenanted Lot

The Grantor shall:

- 7.1 Keep the Covenanted Lot and any road berm adjacent to it in a neat and tidy condition and shall not permit the excessive growth of grass and/or weeds so that the grass or weeds exceed 150 millimetres in height or otherwise become unsightly.
- 7.2 Keep the Covenanted Lot free of rubbish and/or debris.
- 7.3 Be responsible for the cost of repairing any damage to any berms or rights of way or adjoining property during the construction of buildings or other improvements to the Covenanted Lot.

Insert instrument type

Easement Instrument

- 7.4 Ensure that any exposed banks on the Covenanted Lot are planted in grass or shrubs and that no areas of sand or clay on the Covenanted Lot shall be permitted to remain exposed for more than three months.
- 7.5 Be bound by a fencing covenant within the meaning of Section 2 of the Fencing Act 1978 to the extent the Grantee shall not at any time be liable to pay for or contribute towards the cost of construction or maintenance of any fence between the Covenanted Lot and any adjoining property of the Grantee. This proviso shall not take effect for the benefit of any subsequent purchaser or proprietor of adjacent property.
- 7.6 Complete the installation of all service connections to the dwelling, garages and outbuildings underground from the point of supply of such services at the boundary of the Covenanted Lot.

8. Immobile vehicles

The Grantor shall not:

- 8.1 Permit to be placed upon the Covenanted Lot any caravan that is not registered or carrying a warrant of fitness at all times nor any caravan or tent to be used for residential purposes unless there is an ablution building erected on the land which is connected to;
- i) The Mangawhai Community Wastewater system;
 - ii) An electricity supply
 - iii) A potable water collection tank
- 8.2 Bring on or allow to remain on the Covenanted Lot any vehicle equipment, machinery or rubbish (inorganic or organic) which is unsightly or which is or likely to become a nuisance to the registered proprietors for the time being of the other lots in the Development.
- 8.3 Place or leave any immobile or broken down vehicles on any road or reserve in the Development.

Insert instrument type

Easement Instrument

9. Signage

The Grantor shall not:

- 9.1 Permit any advertising sign or boarding to be erected on the Covenanting Lot except temporary signage related to the marketing of the Covenanting Lot at the time of any sale of it.
- 9.2 During the course of construction of a dwelling on the Covenanting Lot display a builders sign exceeding 1.2 square metres.

10. Use

The Grantor shall not:

- 10.1 Use any part of the Covenanting Lot or permit the same to be used for any trading or commercial purposes, unless:
 - (a) such purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the Territorial Authority; and
 - (b) is ancillary and subordinate to the principal use of the Covenanting Lot as a residence.
- 10.2 At any time or times use or allow to be used the Covenanting Lot for any of the breeding, rearing or keeping of pigs, fitches, chickens or roosters;
- 10.3 At any time or times use or allow to be used the Covenanting Lot for the breeding of dogs or cats.

Insert instrument type

Easement Instrument**11. Breach of Covenants**

As the value of the lots will be affected by the continuing observance of these covenants, should the Grantor or any subsequent registered proprietor of the Covenanting Lot not comply with or fulfill any of these covenants then, without prejudice to any other remedy with the Grantee may have:

- 11.1** The Grantor shall, on demand, pay to the Grantee the sum of \$100.00 per day for such period as the breach shall continue, commencing 14 days from the date written notice of the breach and the action required to remedy it, is served on the Grantor.
- 11.2** The Grantee may take whatever action it considers necessary to remedy the breach, including where necessary entering upon the Covenanting Lot; and
- 11.3** All expenses and costs incurred in enforcing the covenants will constitute a debt due that will be a charge against the Covenanting Lot and will be recoverable as liquidated damages.

12. Grantee not liable to enforce

The Grantee will not be required or obliged, to enforce all or any of the covenants, stipulations or restrictions on the part of the Grantor contained in this Easement Instrument, nor will the Grantee be liable to the Grantor for any breach of any covenants, stipulations or restrictions by the registered proprietors of any of the other lots in the Development.