INFORMATION MEMORANDUM

Lot 1 and 2 Lower Turangi Road
MOTUNUI
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Location

Located approximately 29kms north from New Plymouth city centre. Turangi road is a quiet no exit road ending at the beach where paua and fishing are popular recreational pastimes with the sweeping bay often referred to by locals as Buchanan Bay. The sea side village of Urenui is five minutes drive north from Turangi road and the Waitara township five minutes south.
Prospective Purchasers should not be confined to the material herein and should make their own enquiries to satisfy themselves on the accuracy of all aspects.

PHOTO GALLERY

WEB REFERENCE
robertangus.co.nz/44328
open2view ID48893
Prospective Purchasers should not be confined to the material herein and should make their own enquiries to satisfy themselves on the accuracy of all aspects.
Lot 1 & Lot 2
Lower Turangi Rd
Motunui

PROPERTY INFORMATION
Subject to Title

Land Area: 5200 sqm each
Improvements: Not Gazetted
Land Value: Not Gazetted
Capital Value: Not Gazetted
Zoning: Rural

PRIME BARE LAND SECTIONS

Without doubt an exciting opportunity to build your dream home. Lot 1 - 5200 sqm and Lot 2 - 5200sqm available (subject to title). Flat open pasture providing expansive rural views, encompassing North Taranaki Bight coastline and our glorious Mount Taranaki. An idyllic position on which to build your dream home with the owner allowing for private access through their property by arrangement to the beach, makes these sections even more desirable. The ever-popular seaside Urenui village a five-minute drive and the Waitara township also conveniently nearby. An easy twenty-minute commute to New Plymouth city. Services include town water at the gate. Secure your section today. $350,000 per LOT. Phone for your viewing time and further information.

Open2view ID488993  robertangus.co.nz/44328

For Sale
$350,000 PER LOT

Visit our office at:
Level 1, White Hart
47 Queen Street
New Plymouth
06 758 2484

Contact Details
Angela Maindonald
M 021 110 8313
E angela@robertangus.co.nz

Any interest in this property should be registered with the Vendor’s Agency. Contents of the proposal do not form part of a contract. While care has been taken in their preparation, no responsibility is accepted for the accuracy of the whole or any part and interested persons are advised to make their own enquiries and satisfy themselves in all respects.
24 June 2020

Graystoke Properties Limited
C/- BTW Company
PO Box 551
NEW PLYMOUTH

Dear Aaron

SUB20/47456 CONSENT IS GRANTED FOR A THREE LOT RURAL SUBDIVISION CONSENT AT TURANGI ROAD LOWER, NEW PLYMOUTH

I am pleased to be able to enclose a copy of a Resource Consent Approval, and my Planners Report prepared under the Resource Management Act 1991, for the above project.

If you are unhappy with any part of this decision you have the right to object in accordance with Section 357A(2) of the Resource Management Act 1991. Any objection shall be made in writing, setting out the reasons for the objection. This must be lodged with Council within 15 working days after receiving this decision.

The purpose of this letter is also to formally extend the timeframe within which the decision is to be issued, under section 37A of the Resource Management Act 1991 (RMA). In accordance with section 37A(2)(b), it is advised that the timeframe for processing the application has been extended due to the complexity of the consent, the peer review of the landscape assessment, the consultation with the applicant around conditions of consent and details of mitigation measures necessary.

Section 37A also requires the consent authority to take into account the interests of any person who may be directly affected by the time extension. It is considered that by taking additional time to complete the consent, a sound decision can be made. The consent authority also recognises its duty under s21 to avoid unreasonable delay. Given the reason above for extending timeframes, it is considered 40 extra working days is reasonable to allow this.

Yours sincerely

Rowan Williams
PLANNING LEAD
RESOURCE CONSENT SUB20/47456


Applicant: Graystoke Properties Limited

Location: Turangi Road Lower, New Plymouth

Legal Description: Lot 1 DP 19084 (held in RT TNK4/620)

Status: The proposal is a Discretionary Activity under the Operative New Plymouth District Plan

Proposal: 3 Lot Rural Subdivision

SUBDIVISION DECISION:

In accordance with Section 104 and 104B of the Resource Management Act 1991, consent is granted to undertake a three lot subdivision at Turangi Road Lower, New Plymouth as shown on the revised scheme plan to application SUB20/47456 and submitted by BTW Company Ltd and entitled “Lots 1 – 3 being a proposed Subdivision of Lot 1 DP 19084”; Job No 181290; Dated March 2020, dwg no 181290-02 Rev 4 and the Planting Plan provided by Bluemarble titled “Graystoke Turangi Road”; dated: 23 June 2020; drawing number; P1.0.

Subject to the following conditions imposed under Section 108 of the Resource Management Act 1991:

1. The subdivision activity shall be carried out in accordance with the plans and all information submitted with the application and amended as a result of the request for further information, and all referenced by the Council as consent number SUB20/47456.

2. The application for a certificate under section 224(c) of the RMA shall be accompanied by certification from a professionally qualified surveyor or engineer that all the conditions of subdivision consent have been complied with and that in respect of those conditions that have not been complied with:
   a. a completion certificate has been issued in relation to any conditions to which section 222 applies;
   b. a consent notice has been or will be issued that in relation to any conditions to which section 221 applies;
   c. a bond has been entered into by the subdividing owner in compliance with any condition of subdivision consent imposed under section 108(2)(b).

Survey Plan Approval
3. The survey plan shall conform with the subdivision scheme plan submitted by BTW Company Ltd and entitled “Lots 1 – 3 being a proposed Subdivision of Lot 1 DP 19084”; Job No 181290; Dated March 2020, dwg no 181290-02 Rev 4 and the Planting Plan provided by Bluemarble titled “Graystoke Turangi Road”; dated: 23 June 2020; drawing number; P1.0.

4. All existing buildings shall meet the standards specified in the New Plymouth District Plan for a permitted activity relative to new boundaries with the exception of the existing shed on Lot 3, which will be 5m from the northern boundary of Lot 2.

5. The building platform identified on Lots 1 and 2 shall be marked and defined on the survey plan.

**Building platforms and onsite stormwater disposal systems**

6. An inspection and a report shall be carried out of soil compatibility by a suitably qualified person and submitted to the council to confirm the suitability of Lots 1 and 2 for on-site stormwater disposal.

7. A report shall be provided from a suitably qualified person to confirm that there is available within Lots 1 and 2 a stable flood free building platform suitable for building foundations in accordance with the requirements of the New Zealand Building Code – Acceptable Solution B1/AS4 of Approved Document B1/4; Structure Foundations.

8. Any recommendations requiring specific on-site stormwater and building platform shall be subject to Consent Notice under Section 221 of the Resource Management Act 1991.

**Vehicle Entrance**

9. Lot 1 and 2 shall be served with a Type G sealed reinforced concrete vehicle crossing in the location shown on scheme plan and shall be constructed to the Standard specified in the Council’s Land Development & Subdivision Infrastructure Standard. An application with the appropriate fee shall be made to the Council for a new Vehicle Crossing, and upon approval the vehicle crossing is to be installed by a Council approved contractor at the applicant’s cost.

**Right of way**

10. The Right of Way shown as Area B and C on the scheme plan shall be formed to the requirements of the New Plymouth District Plan and the Councils infrastructure Standard including Stormwater Control.

11. An engineering plan and specification for the right of way shall be submitted to and approved by Council prior to the Commencement of Work.

12. All work for Right of Way shall be constructed under the supervision of a suitably qualified person who shall certify that the work has been constructed to the approved Engineering Plan.
13. A memorandum shall be shown on the survey plan and easements created for right of way.

**Restrictive covenant on Lots 1, 2 and 3**

14. The consent holder or future owners of proposed Lots 1 – 3 shall comply with the following:

   a) The number of residential units allowed within Lots 1 to 3 shall be limited to one.

   b) All new buildings on Lots 1, 2 and 3 shall be limited in terms of finish to exterior surfaces, this includes roofs and walls, recessive (shades rather than tints) and colours to have reflectivity values of below 25% for roofs and 35% for exterior walls.

   c) The road boundary of Lots 1 and 2 shall be post and rail fencing. All other fencing on Lots 1 to 3 shall be limited to post and rail or 7 wire post and batten fencing only.

   d) Water tanks on Lots 1 to 3 shall be recessive shade less than 35% reflectivity and shall be integrated with the dwelling design if not located underground.

15. The consent holder or future owners of proposed Lots 1 and 2 shall comply with the following:

   a) All new buildings on Lots 1 and 2 shall be limited to the area identified on the scheme plan and marked on the survey plan.

   b) All driveways and accessways for Lots 1 and 2 shall finished in rural material and shall be a mid to dark grey in colour, this includes the right of way.

   c) No additional vehicle access off Turangi Road shall be provided for Lots 1 and 2, the vehicle access shall be limited to the right of way shown on the scheme plan.

   d) All buildings on Lots 1 and 2 shall be single storey and less than 6m in height.

   e) All external lighting shall be hooded or cast down so that no lamp source is visible.

16. The consent holder or future owners of proposed Lots 1 to 3 shall comply with the following:

   a) Planting shall occur within the first planting season post issue of the Building Consent for a habitable building on Lots 1 and 2. The planting shall include the following as shown on the Bluemarble Planting Plan:

      1. A 3m wide native buffer planting strip of evergreens, being a species capable of achieving a minimum of 2.5m high along the western road boundary, building platform area as identified on the planting plan on Lots 1 and 2;
2. This 3m wide native buffer planting strip shall extend 10m up the northern building platform boundary of Lot 1 and 15m along the southern building platform boundary of Lot 2, as shown on the Planting Plan.

3. Amenity tree planting shall be undertaken between the road boundary and the building envelope as shown on the Planting Plan on Lots 1 and 2 with a minimum of five specimen trees which will achieve a minimum height of 5m when mature.

4. Plant a double row evergreen shrubs around the right of way access as shown on Planting Plan as Area A.

b) Three specimen trees shall be planted to the west of the existing shed on Lot 3 prior to the creation of titles for this subdivision. The trees shall achieve a minimum height of 5m when mature.

c) All landscaping on Lot 1 to 3 shall meet the height, widths and species descriptions as detailed on the Planting Plan.

d) Any planting along the northern boundary of Lot 3 shall be limited to a maximum of 4m in height where it is located within 4m of the northern side boundary.

e) All landscaping required on Lots 1 to 3 shall be maintained. Any dead, diseased, or damaged landscaping is to be replaced immediately with plants of a similar species.

17. The consent holder or future owners of proposed Lot 3 shall comply with the following:

   *Any habitable building on Lot 3 shall be a minimum of 107m from Turangi Road.*

18. Conditions 14 – 17 above shall be the subject of a consent notice under Section 221 of the Resource Management Act 1991 registered against the new record of titles for Lots 1, 2 and 3 of the subdivision of Lot 1 DP 19804 as identified in each condition and shall be prepared by the Council at the cost of the consent holder.

**Infrastructure conditions**

19. Lots 1, 2 and 3 shall require on-site septic treatment for sewerage.

20. Any dwelling constructed on Lots 1, 2 and 3 shall have appropriately designed secondary flow paths to maintain the existing overland flow. The applicant shall dispose of the stormwater in a way that does not create a nuisance to neighbouring land and/or property.

21. Confirmation is required that there are no cross boundary water connections.

**Advice notes:**

   *A rural water connection is available upon application to the Council by the land owner.*
A Development Contribution for off-site services of $6728.55 excluding GST for Lots 1 and 2 is payable by the applicant and shall be invoiced separately. The 224 release of this subdivision will not be approved until payment of this contribution is made.

**Consent Lapse Date**

This consent lapses on **24 June 2025** unless the consent is given effect to before that date; or unless an application is made before the expiry of that date for the Council to grant an extension of time for establishment of the use. An application for an extension of time will be subject to the provisions of section 125 of the Resource Management Act 1991.

This consent is subject to the right of objection as set out in section 357A of the Resource Management Act 1991.

**DATED: 24 June 2020**

Rowan Williams  
PLANNING LEAD
Disclaimer: This plan is produced for the sole purpose of obtaining a subdivision consent under the Resource Management Act 1991. Dimensions and areas are approximate and are subject to final survey. The use of this drawing for any other purpose is at the owners risk.

**EXISTING EASEMENT**

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**PROPOSED EASEMENTS**

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Note:
AREA D IS SUBJECT TO RESTRICTIVE COVENANT

**Lots 1 - 3 being a Proposed Subdivision of Lot 1 DP 19804**

LOCAL BODY: New Plymouth District Council
APPLICANT: Graystoke Properties Limited
COMPRISED IN: RT TNK4/620
SCALE: 1:1500 @ A3

Prepared by: K. Barrett
Drawn by: KB
Licensed Cadastral Surveyor
Date: 7/06/2019
Date: 5/07/2019
Date: March 2020
Job No: 181290
Drawing No: 181290-02 Rev4
Locate a post and rail fence along the full length of Lot 1 and 2's western road boundaries (with post and rail fence (Lot 1 & 2)  

Plant 2 specimen trees to the west of the existing shed in Lot 3 as shown. (Lot 1 & 2)  

Specify trees (Lot 3)  

Building envelope planning (Lot 1 & 2)  

Entry Planning (Lot 1 & 2)  

To be 1.5m.  

Plant a double row of evergreen shrubs as shown on the plan. Maximum height of specimens  

Species capable of achieving a minimum height of 5m when mature.  

Species capable of achieving a minimum height of 5m when mature.  

Building envelope planning (Lot 1 & 2)  

Entry Planning (Lot 1 & 2)  

Subdivision Scheme Plan - Scale 1:5000
FURTHER TERMS OF SALE
LOT 1, LOWER TURANGI ROAD, MOTUNUI

22.0 SUBDIVISION
22.1 The property is the land as approximately shown on Scheme Plan 181290-02 Rev 4 attached to this Agreement (“Scheme Plan”) as Lot 1 having an approximate area of 5,200 square metres (“the property”) subject to final survey and subject to all easements, restrictions, covenants and consent notices to be registered against the title of the property pursuant to the Scheme Plan, New Plymouth District Council (NPDC) Resource Consent SUB20/47456 attached to this Agreement, or as otherwise required by the New Plymouth District Council or Land Information New Zealand (LINZ), or as required by the vendor. The purchaser will not be entitled to object to, or requisition, the grant of any additional interests required by the vendor provided that they do not materially adversely affect the value of the property and will not materially adversely affect the purchasers proposed use and future enjoyment of the property.

22.2 The purchaser accepts that the boundaries and area of the property are subject to survey. The purchaser shall have no right to cancel this agreement should the surveyed boundaries or area differ from those boundaries or area as shown on the Scheme Plan unless such a variation makes a significant change to the value or usefulness of the property.

22.3 The parties acknowledge that the vendor is yet to procure a draft LT Plan, NPDC is yet to provide a consent notice regarding the property and certifications regarding the LT Plan and LINZ is yet to approve the LT Plan as to survey. The vendor shall take all reasonable steps to arrange such things forthwith and on obtaining the same shall arrange for the deposit of the LT Plan forthwith, provided that if any condition of NPDC or LINZ are unreasonable or not practicably workable (as determined by the vendor in their sole discretion), the vendor may cancel this agreement by notice in writing and no party shall have a claim against the other and any deposit paid shall be refunded to the purchaser.

22.4 The purchaser acknowledges the anticipated consent notice requirements recorded in Resource Consent SUB20/47456, including the building location restriction, foundation design, bulk, location and design controls, planting and side boundary setbacks applying to the property and that the purchaser will not object to the content of the consent notice once issued.

22.5 If a separate record of title in respect of the property has not been issued within 12 months from the date of this agreement, then either party may cancel this agreement by notice in writing and no party shall have a claim against the other and any deposit paid shall be refunded to the purchaser.

22.6 The purchaser waives any right of cancellation under s.225 of the Resource Management Act 1991.

23.0 VENDOR WORKS
23.1 The vendor warrants to erect a post and rail fence along the road boundary of Lots 1 and 2 and a 7 wire post and batten fence along the northern, eastern and southern boundaries of Lots 1 and 2 (excluding the vehicle crossing and right of way) prior to settlement.
24.0 **LAND COVENANT**

24.1 The purchaser acknowledges that the property will be subject to a land covenant in the form attached and marked “A”.
Graystoke Properties Limited ("the developer") being the registered proprietor of the land formerly contained in Record of Title TNK4/620, subdivided the land into residential lots in the manner shown on Deposited Plan [xxx] and whereas it is intention of the developer to create certain land covenants as follows:

1. The land covenants set out in Schedule B are created for the benefit of the land in Records of Title [Lot 1 RT] to [Lot 3 RT] inclusive (the "Benefited Lots") over the land in Records of Title [Lot 1 RT] to [Lot 2 RT] inclusive (the "Burdened Lots").

2. The Burdened Lots shall be bound by the provisions, stipulations and restrictions set out in Schedule B.

3. The owners and occupiers for the time being of the Benefited Lots may enjoy the benefit of the covenants set out in Schedule B and enforce and observe such provisions, stipulations and restrictions as the covenants provide for their benefit.

4. Such covenants are created to as to bind the Burdened Lots for the benefit of each of the other of the Benefited Lots in respect of the matters set out in Schedule B so that the covenants in Schedule B run with the Burdened Lots for the benefit of each of the other of the Benefited Lots.

SCHEDULE B – COVENANTS

a) Not to construct on the Burdened Lot a dwelling house, outbuildings or any other structures, unless and until the developer, or their appointed agent(s), has given their written consent to such shape, design and material content as the developer may in the developer's sole and absolute discretion approve in writing prior to the construction of the structure commencing. In the exercise of the discretion to consent pursuant to this provision, the developer need not give reasons if they decline to consent, however such consent shall not be unreasonably withheld.

b) Not to erect any building on a Burdened Lot other than one new residential dwelling and garaging or other accessory building and structures as would normally be pertinent to a residential dwelling.

c) No second-hand, relocatable or pre-fabricated building or temporary structure may be brought on to any Burdened Lot except a builders shed during the construction of any dwelling being erected on any Burdened Lot.

d) Not to erect any “barn” style building.

e) Not to erect or allow to be erected on any Burdened Lot any new dwelling house for a contract price or building permit value of less than $350,000.00 plus GST PROVIDED THAT the value of $350,000.00 plus GST shall be increased or decreased in accordance with C.P.I. (all groups index) the value being calculated by multiplying $350,000.00 by the index numbers as at the date of completion of the building and dividing the total thereof by the index number as at the date of registration of this land covenant.

f) Not to permit the Burdened Lot to be occupied or used as a residence unless the dwelling house on the Burdened Lot has been substantially completed in accordance with the terms of this land covenant and the dwelling house meets the requirements of the New Plymouth District Council.

g) To complete the construction of any building on the Burdened Lot within two years of commencement of construction.
h) To ensure all services and tanks (including water tanks) are located underground, unless otherwise agreed to by the developer.

i) Not to erect any fence or fences built in second hand or demolition material on any Burdened Lot.

j) Not to call on the developer to pay for or contribute to the cost of erection or maintenance of any boundary fence between any Burdened Lot and any adjoining land owned by the developer provided that this covenant will not endure for the benefit of any subsequent owners of such adjoining land.

k) Not to further subdivide any Burdened Lot within 10 years of the date of registration of this land covenant.

l) Not to use the Burdened Lot or permit the same to be used for any trading or commercial purposes whatsoever or erect or allow to be erected or sighted thereon any commercial buildings.

m) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpath, kerbs, concrete or other structures in the subdivision arising from the registered proprietor’s use of the land directly or indirectly through the registered proprietor’s agents or invitees.

PROCEDURES IN RESPECT OF BREACH OF COVENANTS

a) The Covenantor covenants that in the event the Covenantor without prejudice to any other liability the Covenantor may have to the Covenantee or any person having the benefit of the covenants and restrictions breaches any covenants contained herein then the Covenantor shall upon written demand being made by the Covenantee, the Covenantee’s solicitor or the majority of owners of the properties taking the benefits of these covenants and restrictions:

i) Pay to the Covenantee or the person who has made demand acting as the representative of the majority of owners of the properties the sum of $200.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made.

ii) Take all steps as are required to ensure that the non-compliance with these covenants specified in the notice ceases immediately.

iii) With the intent that the liquidated damages referred to in 5.a) i) above are applied in the following manner in the priority shown:

   (1) The legal costs; and
   (2) The costs of repairing damage or implementing compliance; and
   (3) Equal distribution to the remaining lot owners as damages for stress, pain and suffering.
Method of Sale

For Sale
Lot 1  $350,000
Lot 2  $350,000

Disclaimer

Statement of passing over information

This information has been supplied by the vendor or the vendor’s agents.

Accordingly, Robert Angus Real Estate Ltd is merely passing over the information as supplied to us by the vendor or the vendor’s agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Robert Angus Real Estate Ltd do not accept any responsibility to any person for the accuracy of the information herein.

For further details contact:

Angela Maindonald
Licensed Real Estate Agent (REA 2008)

Mobile  021 110 8313
Office   06 758 2484
Email    angela@robertangus.co.nz

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