

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):

- | | |
|--|---|
| <input type="radio"/> Land Use | <input type="radio"/> Discharge: Total volume = <input type="text" value=""/> m ³
<i>Note; volumes >3m³ requires NRC Consent.</i> |
| <input type="radio"/> Fast Track Land Use* | <input type="radio"/> Subdivision |
| <input type="radio"/> Change of Consent Notice (s.221(3)) | <input type="radio"/> Existing Use Certificate (s.139A) |
| <input type="radio"/> Certificate of Compliance (s.139) | <input type="radio"/> Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil) |
| <input type="radio"/> Extension of time (s.125) | |
| <input type="radio"/> Other (please specify) <input type="text" value=""/> | |

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

3. Would you like to opt out of the fast track process?

Yes No

4. Consultation

Have you consulted with iwi/Hapū? Yes No

If yes, which groups have you consulted with?

Who else have you consulted with?

For any questions or information regarding iwi/hapū consultation, please contact:
The Resource Consents Planning Technicians, planning_technicians@fndc.govt.nz

5. Applicant details

Name/s:

Andrew Hamilton Nesbit & Jennifer Lynette Nesbit

Email:

Phone number:

Postal address:

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

Have you been the subject of abatement notices, enforcement orders, infringement notices and/or convictions under the Resource Management Act 1991? Yes No

If yes, please provide details.

<hr/> <hr/> <hr/>

6. Address for correspondence

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

Name/s:

Willaims & King, Attention: Natalie Watson

Email:

Phone number:

Postal address:

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

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

<hr/>

7. Details of property owner/s and occupier/s

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

Name/s:

As per applicant details.

Property address/
location:

<hr/> <hr/> <hr/> <hr/>

8. Application site details

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

Name/s:

Site address/
location:

2 Ross Street

Opuā

(Note - letterbox is labelled 2, FNDC Records say 2A)

Postcode 0200

Legal description:

1/2 share Lot 1 DP 77615

Val Number:

00423-13500-A

Certificate of title:

NA33D/1348

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.

Please contact applicants if a site visit is required.

9. Description of the proposal

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

Proposed second stage cross-lease, to create leasehold estate for the lease of the existing building to the external faces of exterior walls (Area 1), plus a covenant area setting out the exclusive use area attached to the lease (Area A).

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

The proposal has been prepared in accordance with the following version of the FNDC Engineering Standards:

2009 2023

10. Would you like to request public notification?

Yes No

11. Other consent required/being applied for under different legislation

(more than one circle can be ticked):

Building Consent

Regional Council Consent (ref # if known)

National Environmental Standard Consent

Other (please specify)

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

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

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

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

Subdividing land

Disturbing, removing or sampling soil

Changing the use of a piece of land

Removing or replacing a fuel storage system

13. Natural hazards (National Policy Statement for Natural Hazards 2025)

Is the site subject to known or potential natural hazards (for example, flooding, coastal inundation, erosion, or unstable land), as contemplated by the National Policy Statement for Natural Hazards 2025? Yes No

If yes, please identify the relevant natural hazard(s) by ticking the applicable box(es) below:

Flooding

Active Faults

Landslips

Liquefaction

Coastal Erosion

Tsunami

Coastal Inundation

Please ensure all relevant technical reports are submitted with the application.

14. Assessment of environmental effects:

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

Your AEE is attached to this application Yes

15. Draft conditions:

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

If yes, please be advised that the timeframe will be suspended for 5 working days as per s107G of the RMA to enable consideration for the draft conditions.

16. Billing Details:

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

Name/s: (please write in full)

Andrew Hamilton Nesbit and Jennifer Lynette Nesbit

Email:

Phone number:

Postal address:

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

Fees Information

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

Declaration concerning Payment of Fees

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

Name: (please write in full)

Jennifer Nesbit

Signature:

(signature of bill payer)

Date 24/6/2026

17. 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.

18. Declaration

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

Name (please write in full)

Jennifer Nesbit

Signature

Date 24/6/2026

See overleaf for a checklist of your information...

Checklist of your information

Please tick if information is provided

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

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

SURVEY & PLANNING SOLUTIONS (2010) LTD

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

LAND SURVEYORS - RESOURCE PLANNERS

www.saps.co.nz

Ref: 24812

25 June 2026

Far North District Council

Private Bag 752

Kaikohe

Attention: Resource Consents Team Leaders

To Whom It May Concern,

Re: Proposed Subdivision (Second Stage Cross Lease Plan) at Ross Street, Opua (Lot 1 DP 77615), for Andrew & Jennifer Nesbit

Andrew and Jennifer Nesbit propose to create a leasehold estate for the lease of their existing dwelling on Lot 1 DP 77615, which is shown as 'Area 1' on the plan in **Appendix 1**. Proposed Area 'A' is the remaining exclusive use area, which is to be subject to a restrictive covenant. There are no common areas.

The proposal will allow a leasehold estate to be created for the existing building (as measured to the external faces of exterior walls, and excluding decks which are not enclosed structures) and an exclusive use area to be created via a restrictive covenant, allowing a composite record of title to be issued for both the share in the fee simple Lot 1 DP 77615 and the leasehold estate.

The creation of the lease of Area 1 comprises the subdivision activity, with Area 1 becoming the 'allotment' in terms of Section 218(2)(b)(i) of the Resource Management Act 1991:

218 Meaning of subdivision of land

*(2) In this Act, the term **allotment** means—*

(b) any parcel of land or building or part of a building that is shown or identified separately—

(i) on a survey plan; or

No physical work is required, and the proposal generates no adverse environmental effects. Non-notified consent is sought.

Neither the Operative nor Proposed District Plan specifies an activity status for second stage cross lease proposals; however, we have assessed a non-complying activity status, as a technicality.

1. Background

RC 1950757 approved a cross lease subdivision of Lot 1 DP 77615 in 1995. The resultant deposited plan DP 170130 created lease and restricted areas for the southern portion of Lot 1 DP 77615, and the memorandum of lease D053358_3 describes the remaining land as a staged development area. The staged development area is shown as land covenant areas B and D on DP 170130.

The subject site is record of title NA33D/1348, which comprises an undivided ½ share in Lot 1 DP 77615 (1,752m²) as the underlying fee simple estate and a 1/16th share in access lot, Lot 1 DP 77331 (Ross Street).

A leasehold estate has not yet been created for the existing building constructed by the applicants on the northern part of the site, and a composite record of title has not yet been issued.

The building within the proposed lease area was authorised by BC-2003-701-0, which was issued with a Code Compliance Certificate in 2005, and by land use consent RC 2030252 consenting building height and height in relation to boundary rule infringements.

It is now necessary to create a lease area (Area 1) to reflect the current building area (to the external faces of exterior walls of all enclosed structures) with the balance of areas B and D DP 170130 being a restrictive covenant area (Area A), in order to create a composite record of title.

2. Site Description

The subject site is held in Record of Title NA33D/1348 – see **Appendix 2**. The Record of Title has an undivided ½ share in Lot 1 DP 77615 (1,752m²) as the underlying fee simple estate. NA33D/1348 also includes a 1/16th share in Lot 1 DP 77331 (1,744m²), being an access lot, “Ross Street”.

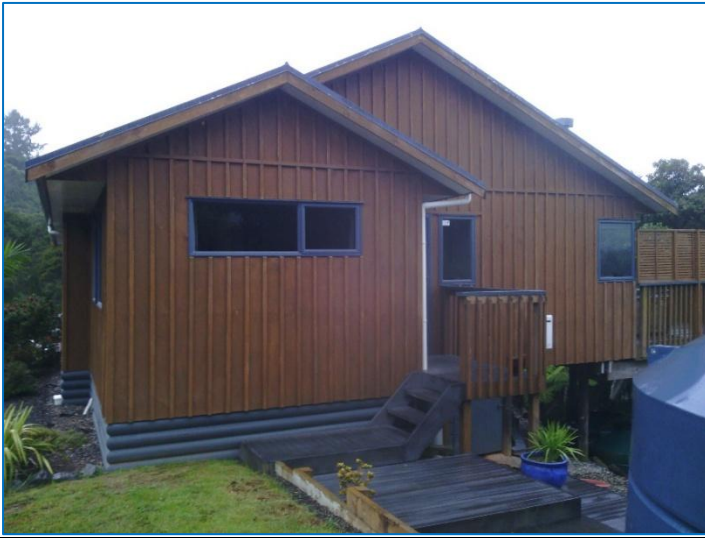
NA33D/1348 records the following interests and encumbrances:

- Subject to Section 36 (4) Counties Amendments Act 1961
- Subject to Section 8 Coal Mines Amendment Act 1950 (affects Lot 1 DP 77331)
- Appurtenant hereto are rights of way specified in Easement Certificate 342118.2
- Subject to a right of way over part marked A on DP 77615 specified in Easement Certificate 342118.2.2 (affects Lot 1 DP 77615)
- Land Covenant in Transfer 675965.1 (private covenant)
- D053358.2 Certificate of Conditions pursuant to Section 224(c) Resource Management Act 1991 (affects DP 170130)
- D053358.3 Lease of Flat 1 Plan 170130 Term 999 years commencing on 1 August 1996 Composite CT NA103D/199 issued (Affects Fee Simple)
- Land Covenant in Lease D053358.3 (Affects Fee Simple)
- D574559.1 Gazette Notice declaring the entire length of State Highway No. 11 Far North District commencing at the intersection with State Highway No. 1 at Kawakawa and proceeding in a northern direction to the southern boundary of Paihia township to be a limited access road
- D574910.3 Notice pursuant to Section 91 Transit New Zealand Act 1989

The property is located at 2A Ross Street in Opuia.

The existing building is a two storey dwelling and attached garage situated on a retained area immediately adjacent to Ross Street, with the eastern side of the property sloping away towards the east. Timber decks are located along the eastern face of the building.

Refer to Photographs 1 and 2.



Photograph 1: View of southern face of existing building / Area 1.



Photograph 2: View of existing dwelling (Area 1) from Ross Street. Source: Google Streetview.

3. Proposal

The applicant proposes to create a leasehold estate for the lease of the measured building outline, to the external faces of exterior walls. The lease area excludes the existing decks, whether attached or unattached, as these are not enclosed. The proposed plan showing the Lease Area (Area 1) is attached in **Appendix 1**.

Area A is to be subject to a restrictive covenant, which covers the remainder of the staged development area (B & D on DP 170130).

Subdivision consent is required to enable the plan in **Appendix 1** to be deposited.

The existing building area within the proposed lease area shown as Area 1 on the proposed plan is supported by the following Far North District Council approvals:

- **BC-2003-701-0:** Dwelling and Garage. Code Compliance Certificate issued 27 June 2005. Attached in **Appendix 3**.
- **RC 2030252-RMALUC:** Granting consent for a breach of building height and height in relation to boundary rules, granted 25 October 2002. Attached in **Appendix 4**.

The above existing building consent documentation supports the issue of a certificate pursuant to Section 224(f) of the Resource Management Act 1991, enabling the survey plan showing the new lease area to be deposited.

4. District Plan Assessment

4.1 Operative Far North District Plan

The site is zoned Coastal Residential in the Operative District Plan. There are no recorded Resource Features in the Resource Maps.

Relevant definitions of the Operative District Plan are as follows:

Boundary

(b) in relation to cross-lease titles, the boundary of any restrictive covenant area within which any building, accessory buildings and land is exclusively restricted to the users of those buildings and land.

Site

(ii) land subdivided under the cross lease or company lease systems (other than strata titles), "site" shall be defined as an area of land containing:

- *any building, accessory buildings, plus any land exclusively restricted to the users of those buildings; or*
- *a remaining share or shares in the fee simple creating a vacant part of the whole for future cross lease or company lease purposes.*

The current proposal creates new lease and restrictive covenant areas, within which the building and the exclusive use area are located. The new lease area (Area 1) will become the 'allotment' in terms of the Resource Management 1991 definition, and it is the creation of the lease of the building that is the act of subdivision.¹ The outer boundary of the exclusive use area (shown as 'A' on the proposed plan) will not change from the existing staged development area (i.e. areas B and D on DP 170130), which meets the definition of 'Site' under the Operative District Plan.

An assessment of compliance with the relevant Operative District Plan rules is provided below. Note that as the 'site' area and boundaries are not changing, no new land use infringements have been identified in terms of the Coastal Residential Zone standards, as a result of this second stage cross lease subdivision.

13.6.1 – 13.6.12 SUBDIVISION – GENERAL RULES

No change as a result of the proposal.

13.7.2 ALLOTMENT SIZES, DIMENSIONS AND OTHER STANDARDS

13.7.2.1 Minimum Area for ... New Lots which Already Accommodate Structures

Coastal Residential Zone – controlled activity status is 800m² (sewered) and discretionary activity status is 600m² (sewered)

¹ <https://www.linz.govt.nz/guidance/survey/cadastral-survey-guidelines/cross-lease-csds>

No specific activity status or rules refer or relate to the creation of lease areas as a second stage cross lease application. Rule 13.7.2.7 Savings as to Previous Approvals specifies that there are no minimum allotment areas for unit titles where a unit development plan has been granted subdivision consent, however, a similar exemption is not listed for cross-lease subdivisions. Technically, the “allotment” size and dimension do not comply with the controlled or discretionary activity standards for subdivision, and the proposal is therefore considered to be a non-complying activity.

It is noted that the future composite cross lease record of title will retain an undivided share in all of the underlying fee simple estate as tenants in common, i.e., an undivided ½ share in Lot 1 DP 77615 (1752m²) as well as a 1/16th share in Lot 1 DP 77331 (1744m²). There will be no increase in the density of existing records of title.

4.2 Proposed Far North District Plan

The subject site is zoned General Residential and is partly within the Coastal Environment in the Far North Proposed District Plan.

Relevant rules are assessed below. As with the Operative District Plan, it is noted that as the ‘site’ area and boundaries are not changing, no land use infringements have been identified as a result of this second stage cross lease subdivision.

SUB-R3 Subdivision of land to create a new allotment

Activity Status: Controlled

Where

CON-1

- The subdivision complies with standards:
SUB-S2 Requirements for building platforms for each allotment;
SUB-S3 Water supply;
SUB-S4 Stormwater management;
SUB-S5 Wastewater disposal;
SUB-S6 Telecommunications and power supply; and
SUB-S7 Easements for any purpose;*

CON-2

- The subdivision complies with standards:
SUB-1 Minimum allotment sizes; and
SUB -S8 Esplanades*

As with the Operative District Plan, the new “allotment” (Area 1) does not meet controlled or discretionary activity standards, indicating a non-complying activity status.

4.3 Weighting of Operative and Proposed District Plans

In accordance with Section 104(1) of the Resource Management Act 1991, both the Operative Far North District Plan and the Proposed District Plan have been considered in this assessment, given that the relevant Proposed District Plan provisions are likely to be operative by the time this application is considered. The provisions of both documents with respect to the proposed activity are considered to be substantively aligned and no policy conflict arises, the proposal meets the relevant planning directions of both plans, and full weight can be afforded to their shared outcomes.

5. Assessment of Effects

5.1 Any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects

The proposal to create a lease area for the existing dwelling on the subject land will not change the physical building layout on the site or increase the residential intensity of the site. There will be no change in terms of the relationship between the existing building as physically established and the external boundaries of the underlying fee simple title. Therefore, there will be no change to the built or natural environment and no adverse effects on the neighbourhood or wider community.

5.2 Any physical effect on the locality, including any landscape and visual effects

As noted, there will be no change to the built or natural environment arising from the proposal, and no adverse physical effects are anticipated, including on landscape, visual or amenity values.

5.3 Any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity

No land disturbance is required, and no adverse effects will arise in terms of ecological or natural resources.

5.4 Any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations

The subject site has an established residential use in an existing residential environment. It is not part of an outstanding landscape, protected natural area, and does not have any particular or special value in that respect. There are no recorded archaeological, heritage or cultural sites on the site, and no land disturbance is proposed. The proposal avoids adverse effects on the listed resources.

5.5 Any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants

No new stormwater, wastewater or other discharges are required and no increase of impermeable surfaces is proposed. No new land use activities will result. There will be no change to noise emissions from the existing residential activity.

5.6 Any risk to the neighbourhood, the wider community, or the environment through natural hazards or hazardous installations

The proposal relates to an established residential land use. The relevant building is deemed to have been covered by building consents in order to comply with Section 116A(a) requirements, and will continue to comply with the other Building Code provisions, at least to the same extent, immediately before the application for a subdivision was made, as required under section 116A (b). It is therefore considered that the proposal does not generate adverse effects in terms of those matters.

5.7 Traffic and Property Access

No additional traffic will be generated by the proposal. Likewise, there is no change to the existing vehicle access and car parking arrangements at the site, with the existing physical access and parking provisions remaining unchanged from the present situation. As there will be no material change in terms of property access as a result of the proposal, adverse effects are therefore avoided.

5.8 Utility Services

No additional demand on utility services will arise.

Reticulated utility connections (sewer connection, power and telecommunications) are located at the northern end of the lot, while water supply is via onsite collection and storage of rainwater in an existing tank. Council does not have a reticulated stormwater system in this location, so disposal is understood to be downslope in a controlled manner.

No change to any existing utility services connections or systems is proposed, and the proposal has no implications in terms of utility services.

6. Statutory Assessment

6.1 Objectives and Policies

6.1.1 Operative and Proposed District Plans

The overall density of cross lease subdivision and residential intensity is not increasing, and the proposal does not change the spatial layout of built development on the site and therefore does not generate new adverse effects. Therefore, the proposal is considered to be compatible with the relevant Operative District Plan Coastal Residential Zone objectives 10.8.3.1, 10.8.3.2 and 10.8.3.3, and policies 10.8.4.13, 10.8.4.4, 10.8.4.5 and 10.8.4.7; as well as Subdivision Chapter objectives 13.3.1 and 13.3.2 and policy 13.4.1. Likewise, relevant Proposed District Plan General Residential Zone objective GRZ-O1 and policy GRZ-P8 and Subdivision objective SUB-O1 and policies SUB-P3 and SUB-P11 are met.

6.1.2 Regional Policy Statement for Northland

The proposal has no implications in terms of the Regional Policy Statement for Northland, as it has no implications in terms of regional resource management issues or integrated management of natural and physical resources.

6.2 National Environmental Standards

6.2.1 Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 (“NES-CS”)

The site is not recorded on Northland Regional Council’s Selected Land Use Register, and the Far North Maps ‘Land cover and land use’ mapping shows that the site has been within a ‘Built-up area (settlement)’ in the 1996, 2001, 2008 and 2018 classifications. As such, the subject land is not currently, and not known to be historically, used for an activity on the Hazardous Activities and Industries List.

6.2.2 Resource Management (National Environmental Standard for Freshwater) Regulations 2020

The activity requires no physical work and has no implications in terms of the above regulations.

6.3 National Policy Statements

No relevant national policy statements have been identified.

6.4 Part 2 Resource Management Act 1991

The proposal results in no changes to natural or physical resources. It is considered to achieve the purpose of the Resource Management Act 1991 and be consistent with the principles set out under Sections 6 – 8 of the Act.

7. Consultation & Notification Assessment

Built form and access arrangements remain unchanged, and no additional records of title will be created. Adjoining property owners and the wider neighbourhood will not experience any adverse environmental effects.

It is considered that public notification is not required, and that there is no person who would be an affected person. It is anticipated that public or limited notification is not a requirement.

The proposal fulfills the statutory requirements to be treated as non-notified.

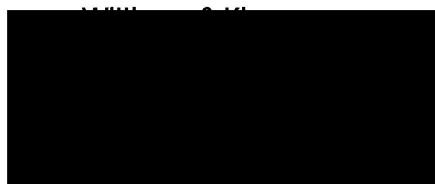
8. Conclusion

The proposal supports deposit of a plan for the lease area reflecting the external faces of enclosed structures, and excluding unenclosed decks. It will allow for a composite record of title to be issued.

In terms of the Section 104D “gateway test”, adverse effects will be no more than minor and the proposal is not contrary to the objectives and policies of the Operative and Proposed District Plans.

It is requested that this application be processed as non-notified and approved under delegated authority. No conditions are necessary. Please get in touch as soon as possible if you have any queries.

Yours faithfully,



Natalie Watson
Resource Planner

9. Appendices

Appendix 1: Plan of Area 1 on Lot 1 DP 77615

Appendix 2: Record of Title

Appendix 3: BC-2003-701-0

Appendix 4: RC 2030252



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier NA33D/1348
Land Registration District North Auckland
Date Issued 28 April 1976

Prior References

NA18B/423

Estate Fee Simple - 1/2 share
Area 1752 square metres more or less
Legal Description Lot 1 Deposited Plan 77615

Registered Owners

Andrew Hamilton Nesbit and Jennifer Lynette Nesbit

Estate Fee Simple - 1/16 share
Area 1744 square metres more or less
Legal Description Lot 1 Deposited Plan 77331

Registered Owners

Andrew Hamilton Nesbit and Jennifer Lynette Nesbit

Interests

Subject to Section 36 (4) Counties Amendment Act 1961

Subject to Section 8 Coal Mines Amendment Act 1950 (affects Lot 1 DP 77331)

Appurtenant hereto are rights of way specified in Easement Certificate 342118.2 - 28.4.1976 at 10.23 am

Subject to a right of way over part marked A on DP 77615 specified in Easement Certificate 342118.2 - 28.4.1976 at 10.23 am (affects Lot 1 DP 77615)

Land Covenant in Transfer 675965.1 - 30.11.1978 at 9.15 am

D053358.2 Certificate of Conditions pursuant to Section 224(c) Resource Management Act 1991 (affects DP 170130) - 8.10.1996 at 10.02 am

D053358.3 Lease of Flat 1 Plan 170130 Term 999 years commencing on 1 August 1996 Composite CT NA103D/199 issued - 8.10.1996 at 10.02 am (Affects Fee Simple)

Land Covenant in Lease D053358.3 - 8.10.1996 at 10.02 am (Affects Fee Simple)

D574559.1 Gazette Notice declaring the entire length of State Highway No.11 Far North District commencing at the intersection with State Highway No.1 at Kawakawa and proceeding in a northern direction to the southern boundary of Paihia township to be a limited access road - 25.1.2001 at 12.09 pm

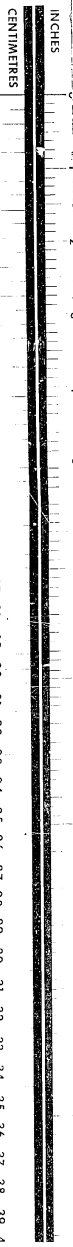
D574910.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 25.1.2001 at 3.31 pm

5533437.1 Mortgage to Bank of New Zealand - 27.3.2003 at 9:00 am

10326301.3 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Far North District Council - 5.2.2016 at 7:00 am (Affects Lot 1 DP 77331)

<p>APPROVED: ROADS SHOWN ARE LEGAL DATUM OF BEARINGS OLD CADASTRAL DATUM OF CO-ORDINATES OLD CADASTRAL MT EDEN CIRCUIT CO-ORDINATES ORIGIN MT EDEN 700000mE 300000mN</p> <p>Submitted to a resolution of the BAY OF ISLANDS County Council passed on the 15th day of 23/06/1975 and approved under Section 34 of the Counties Amendment Act 1968 and the provisions of the Land Transfer Act 1952 and the provisions of Section 241 of the Town and Country Planning Act 1953 have been complied with. The Common Seal of the BAY OF ISLANDS County Council is hereunto affixed. BAY OF ISLANDS was hereunto affixed in the presence of:</p> <p>Chairman County Clerk</p>	<p>NEW C.T. ALLOCATED: LOT 1 33C/1415</p> <p>NOTE: THIS PLAN IS CONCURRENT WITH D.P. 77932, 77615, 77616 & 77617.</p> <p>APPROVED:</p> <p>Total Area 1744m² Comprised in C.T. 18^b-423 PT.</p> <p>REG. OWNERS:</p> <p>1. KENNETH LEONARD SIMPSON of WHANGAREI Registered Surveyor and holder of an annual practicing certificate herby entitling him to execute surveys and to be a party to a survey by me or under my direction, that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1966 Dated at WHANGAREI this 15th day of JULY 1975 Signature: <i>K. Simpson</i></p> <p>Field Book A Reference Plans Examined E. A. Ebb Approved as to Survey 3/2/76 Deposited this 23rd day of 19/75 Chief Surveyor H. B. Bisset Land Registrar File Number 20.11.15 Instructions DP777331</p>
<p>872952.0mN</p> <p>872850.0mN</p> <p>872750.0mN</p> <p>PLAN</p> <p>COMPILED</p> <p>LOCAL AUTHORITY BAY OF ISLANDS COUNTY Surveyed by KEN SIMPSON & PARTNERS Scale 1:750 Date JUNE 1975</p>	<p>PLAN OF LOT 1 BEING A SUBDIVISION OF PT. SECS 2 & 3 SUBURBS OF OPUA.</p> <p>LAND DISTRICT NORTH AUCKLAND SURVEY BLK & DIST. V RUSSELL SHEET NO. 4</p> <p>Printed by Stanley Hurst, of Auckland, New Zealand.</p>

CAMERA



342118.2 EC

L. & D. 82

New Zealand

(T)

EASEMENT CERTIFICATE

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

I, WE, BARRIE JOHN WOOD of Wellington, Civil Servant, and CICELY ROBIN

WOOD his wife

being the registered proprietor 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 _____ 19 76 under No. 77615 and 77616 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. 77615

Nature of Easement (e.g., Right of way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Part Lot 1	Marked A ✓	Lot 14 ✓ D.P. 77615 Lot 13 ✓ D.P. 77616	33D/1350 33D/1356
Right of Way	Part Lot 2	Marked B ✓	Lots 1 and 14 ✓ D.P. 77615 Lot 13 ✓ D.P. 77616	33D/1348 33D/1350 33D/1356
<u>Deposited Plan No. 77616</u>				
Right of Way	Part Lot 3	Marked C ✓	Lot 13 ✓ D.P. 77616 Lots 1, 2 and 14 D.P. 77615	33D/1356 33D/1348, 33D/1349 33D/1350
Right of Way	Part Lot 4	Marked D ✓	Lots 3 and 14 ✓ D.P. 77616 Lots 1, 2 and 14 D.P. 77615	33D/1352 33D/1356 33D/1348 33D/1349 33D/1350

1. Rights and powers: .

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.

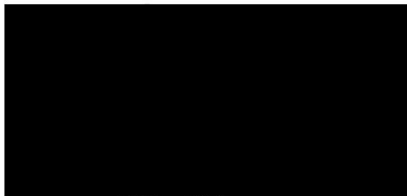
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

All expenses incidental to the formation and maintenance of each Right of Way shall be borne by the Registered Proprietors of the dominant tenements adjoining thereto.

Dated this 8th day of March 1976.

Signed by the above-named BARRIE JOHN WOOD and CICELY ROBIN WOOD
in the presence of

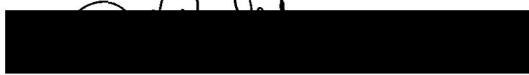
Witness: [Signature] *Witness*
Occupation: ~~Sub Post Office~~
Address: ~~Per. [unclear]~~



No.

Correct for the purposes of the Land Transfer Act.

EASEMENT CERTIFICATE



RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS
BY SECTION 90D OF THE LAND TRANSFER ACT 1952

situated in the Suburb of Opua

B.J. & C.R. WOOD

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) 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 carriages, vehicles, motor vehicles, machinery, and implements, of any kind, over, and along, the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

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) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

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) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

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) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

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 of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and 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 pipe line, 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 such part of the route is as reasonable there for any reason, to inspect, clean, or repair the pipe line) and to use the soil of that land in a reasonable manner as little disturbance to the land of the grantor as possible, and to do so as nearly as possible without other damage to the land of the grantor as is repaired.

Particulars entered in the Register-book,

Vol. _____, folio _____

the

at _____ o'clock.

District Land Registrar.
Assistant

of the District of _____

WATTS & PATTERSON
WELLINGTON

by their agents

RUSSELL MCVEAGH MCKENZIE BARTLETT & CO

122 A13 25443

XRP_000052035



APR 28 10 23 AM 1952
DISTRICT LAND REGISTRAR
WELLINGTON

342118.2

342118.2



08/ (Approved by the Registrar-General of Land, Wellington, No. 228594.2)

(Approved by the District Registrar, Auckland, No. 4203/74)

(New Zealand)

Under the Land Transfer Act, 1952

Memorandum of Transfer

(C)
675965.1
T

BARRIE JOHN WOOD of Wellington, civil servant and CICELY ROBIN WOOD his wife

being registered as proprietors

of an estate in fee simple

10ND78 8502 DTY *****\$98.00

NEW ZEALAND STAMP DUTY TPJ

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten

or endorsed hereon in that piece of land situated in the Land District of North

Auckland

containing 1752m² more or less being Lot 1 on

Deposited plan 77615 together with an undivided one-eighth share in

that parcel of land containing 1744m² more or less being Lot 1 on

more of less being Deposited Plan 77331 and being all the land contained in Certificate

of Title volume 33D folio 1348 (North Auckland Registry)

SUBJECT TO Section 36(4) Counties Amendment Act 1961;
Easements in terms of Easement Certificate 342118.2
Lot 1 DP 77331 Section 8 Coal Mines Amendment Act 1950.

AND WHEREAS the Transferors were at the 28th day of April 1976 registered as proprietors of an estate in fee simple in all those parcels of land containing together 4 hectares 8452 square metres being Sections 3 and 4 and part Section 2 Suburbs of Opua and Section 38 Block V Russell Survey District and being Lots 1, 2 and 14 on Deposited Plan 77615, Lots 3, 4, 5, 6 and 13 on Deposited Plan 77616 and Lots 7 to 12 inclusive on Deposited Plan 77617 and being all the lands comprised and described in Certificates of Title volume 33D folios 1348 to 1350 inclusive, 1352 to 1356 inclusive, and 1358 to 1363 inclusive (North Auckland Registry) (hereinafter called "the dominant tenements")

AND WHEREAS by an agreement for sale and purchase dated the 1st day of October 1978 the Transferors agreed to sell the said land to ADDEEN FORLONG ELLISTON of Orewa, Spinner (hereinafter called "the Transferee")

IN CONSIDERATION OF the sum of NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$9,750.00) paid to the Transferors by the Transferee (the receipt of which sum is hereby acknowledged) and of the Transferee

entering into the said covenants the Transferors DO HEREBY TRANSFER to the Transferee all their estate and interest in the said land AND IN FURTHER PURSUANCE of these premises the Transferee for himself and his successors in title to the said land as servient tenement DOTH HEREBY COVENANT AND AGREE with the Transferors and also separately with each and every one of the registered proprietors of and for the benefit of the dominant tenements that the Transferee will not use the said land or permit or suffer it to be used for any trading or commercial purpose

AND FURTHER THAT the Transferee will not without the approval of the Vendors nominated architect as to design and structure erect or place or permit or suffer to be erected or place on the said land any building prior to the erection thereon of a dwellinghouse AND FURTHER THAT no dwellinghouse shall be erected on the said land by the Transferee unless it is valued at the time of erection at not less than \$15,000.00 and is not smaller than 800 square feet in size (exclusive of carport or garage)

R/S
~~AND FURTHER THAT~~ the Transferee will not place nor permit or suffer to be upon the said land prior to the erection thereon of a dwellinghouse any caravan unless such caravan is currently registered, has a current warrant of fitness, has wheels attached, and arrangements, approved by the Transferors, have been made for sewerage and sullage disposal and the Transferee will not place nor permit or suffer to be upon the said land any caravan for a period in excess of six (6) weeks in any three month period

AND FURTHER THAT the Transferee will not remove from the said land any existing ground cover, plants, shrubs or trees except as may be necessary for the purpose of erecting forthwith any building authorised in the terms hereof or constructing any paths or driveways

AND FURTHER THAT he shall not use or permit or suffer to be used in any building on the said land any second-hand materials nor for outer wall sheathing of any such building any corrugated iron, flat fibrolite or flat asbestos cement

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

~~estate and interest in the~~

~~said piece of land above described~~

TO THE INTENT that the restrictions upon the user of the servient tenements imposed by the foregoing covenants shall be forever appurtenant each of the said lots comprising the dominant tenements for all purposes connected with the enjoyment and occupation thereof AND IN FURTHER PURSUANCE of these premises the Transferee DOTH HEREBY COVENANT with the Transferors that the Transferee will not call upon the Transferors to pay or contribute towards the cost of erecting or maintaining any fence upon the boundaries of the said land or any part thereof ~~PROVIDED-HOWEVER-that-this-covenant as to fencing~~ shall no enure for the benefit of any purchaser of lands adjoining the said land.

FHO

In witness whereof these presents have been executed this

8th

day of

November

1978

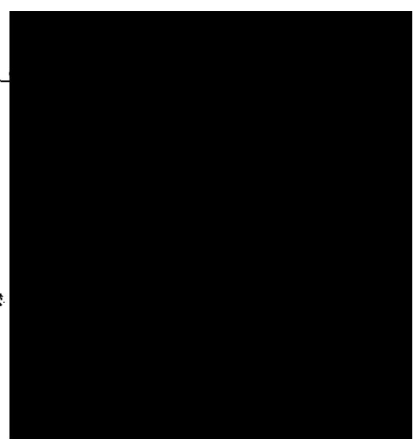
Signed by the above named BARRIE JOHN WOOD

and CICELY ROBIN WOOD
in the presence of

Addeen Forlong Elliston
Garage
Head Rd. Rangiora

SIGNED by the abovenamed
ADDEEN FORLONG ELLISTON as
Transferee in the presence of:

Addeen
Law Clerk to Moton & Sample
Solicitor Auckland



No.

TRANSFER OF
Lot 1 DP 77615 and an undivided
1/8th share in Lot 1 DP 77331

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Transferee.

BARRIE JOHN WOOD and
CICELY ROBIN WOOD Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

.....
SOLICITOR FOR THE TRANSFEEE

ADDEEN FORLONG ELLISTON Transferee

Particulars entered in the Registers set out in the Schedules herein at the day and hour endorsed below

26/10/78
124 888 02

.....
Assistant Land Registrar
of the District of

.....
Solicitors for the Transferees

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND
Penrose Print—9501(S)
MAHON AND SUMPTER
SOLICITORS,
TAKAPUNA

11
DISTRICT LAND REGISTRAR
NORTH AUCKLAND, N.Z.
NOV 30 9 15 AM '78
[Signature]
L.R.

DISTRICT LAND REGISTRAR
AUCKLAND NO. 6

67596517
330/1308



FAR NORTH DISTRICT COUNCIL

**CERTIFICATE OF LOCAL AUTHORITY
UNDER SECTION 224 (c)
RESOURCE MANAGEMENT ACT, 1991**

VALUATION NO: 410-135-00

FILE NUMBER: RC 1950757

APPLICANT: R AUKETT

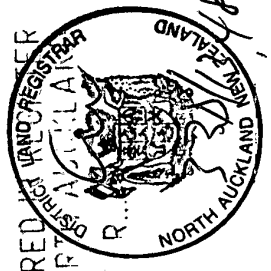
**IN THE MATTER OF LAND TRANSFER PLAN
NO: 170130**

And pursuant to Section 224 (c) of the Resource Management Act 1991 I hereby certify that all the conditions shown on or referred to on the approved Subdivision Consent have been complied with to the satisfaction of the **FAR NORTH DISTRICT COUNCIL**.

DATED at Kawakawa this 8th day of November 1995.

10.02 08.OCT96 D 053358 .2

PARTICULARS ENTERED
LAND REGISTRY NORTH
ASST LAND REGISTRAR



IRON MOUNTAIN
5000026873965
FILE LABEL

MEMORANDUM OF LEASE

IN CONSIDERATION of payment of the rent the Lessors lease to the Lessee and the Lessee accepts on lease the flat to be held by the Lessee as lessee and subject to the restrictions conditions and covenants set out in this Lease.

Any term which corresponds to a heading in Schedule A shall where the context requires or admits mean and include the information and particulars which are inserted against that heading in Schedule A.

CONDITIONS

The parties agree that:

- I The covenants conditions and agreements as set out in Schedules A, B, C and D inclusive form part of this Lease.
- II If the heading "staged development area" in Schedule A has been completed then the covenants conditions and agreements set out in Schedule E form part of this Lease.
- III If neither sub-clause (a) nor sub-clause (b) has been deleted in clauses 6, 12, 19 and 22, then sub-clause (a) of such clauses shall form part of this Lease and sub-clause (b) shall not.
- IV If the Lessors are proprietors of a leasehold estate in the land then the covenants conditions and agreements set out in Schedule F shall form part of this Lease.
- V In this lease except where the context does not permit:
 - (a) The expression "the Lessors" shall include and bind:
 - (i) the persons executing this lease as Lessors; and
 - (ii) all the Lessors for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
 - (b) The expression "the Lessee" shall include and bind:
 - (i) the person executing this lease as Lessee; and
 - (ii) all the Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally.
 - (c) The expression "a majority of the Lessors" means any number of Lessors for the time being who together own more than an undivided one-half share in the land.
 - (d) The expression "any building on the Land" means each and every building for the time being erected on the Land.
 - (e) The expression "development work" means all or any of the following:
 - (i) the erection of any new dwelling unit or units on the staged development area;
 - (ii) the erection of any garage and any other buildings normally appurtenant to or associated with any dwelling unit on the staged development area;
 - (iii) installation on the common area of any services required for any of the foregoing;
 - (iv) installation on any restricted area of any services required for any of the foregoing.
 - (v) any activities required for the carrying out of the foregoing including the passage of contractors, motor vehicles, machinery and equipment along the common area and the use of motor vehicles, machinery and equipment on the common area, and where necessary, any restricted area.
 - (f) Words importing one gender shall include the other gender.
 - (g) Words importing the singular or plural number shall include the plural or singular number respectively.
 - (h) The clause headings shall not form part of this lease and shall have no bearing on the construction or interpretation of it.
 - (i) All covenants are joint and several.

SCHEDULE A

LESSORS: ROBERT CHARLES AUKETT Spraypainter and LYNETTE ANN AUKETT
Shop Assistant both of Opua

LESSEE: ROBERT CHARLES AUKETT Spraypainter and LYNETTE ANN AUKETT
Shop Assistant both of Opua

LESSORS' ESTATE: Fee Simple **LAND REGISTRY:** North Auckland

HEAD LEASE:

LAND: All of the land contained in Certificate of Title 33D/1348

DESCRIPTION OF FLAT: Flat 1 on D.P. 170130

TERM OF LEASE 999 years commencing on the 1st day of August 1996

RENT: 10 cents per annum payable yearly in advance if demanded in writing by the Lessors before the commencement of the year for which it is payable.

RESTRICTED AREA: That part of the land on D.P. 170130 marked " A & C "

STAGED DEVELOPMENT AREA: That part of the land on D.P. 170130 marked " B & D "

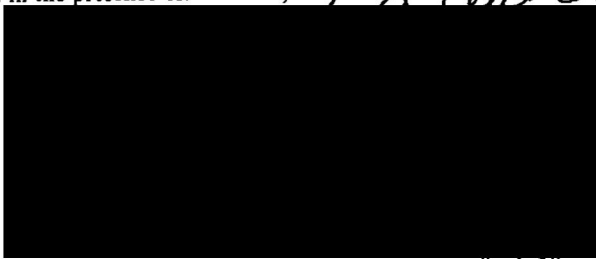
~~**COMMON AREA:** That part of the land on D.P. marked "Common Area".~~

LAND SHARE: A one half share.

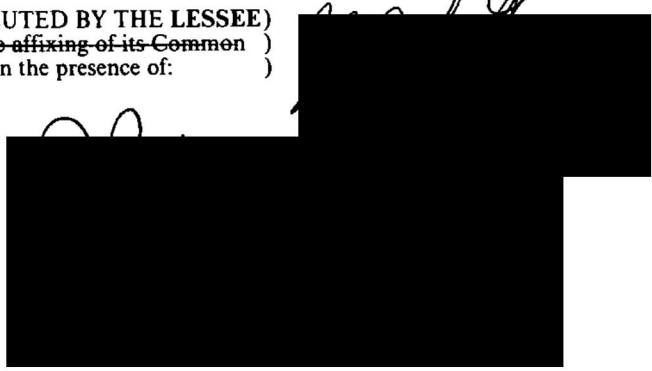
MAXIMUM NUMBER OF DWELLING UNITS FOR STAGED DEVELOPMENT AREA: One

LEASE executed this 3rd day of September 1996

EXECUTED by the LESSORS)
(by the affixing of its Common)
Seal) in the presence of:) *RC Aukett*
L Aukett



EXECUTED BY THE LESSEE)
(by the affixing of its Common)
Seal) in the presence of:)



SCHEDULE B (LESSEES COVENANTS)

THE LESSEE COVENANTS WITH THE LESSORS:

1. **PAYMENT OF RENT**
To pay the rent in the manner and at the times provided.
2. **PAYMENT OF EXPENSES**
Upon demand in writing by the Lessors or their agents to pay to the Lessors or a person nominated by them or a majority of them:
 - (a) The whole of the costs and expenses properly incurred by the Lessors in respect of the flat.
 - (b) A land share of all costs and expenses properly incurred by the Lessor in respect of the land including any costs and expenses incurred pursuant to clauses 16(a) and 16(b) hereof.
 - (c) The whole of the cost of any repairs or work to any part of any building on the land, the electrical and plumbing equipment, drains or other amenities serving it or in respect of any part of the land if the repairs or work are necessary or required as a result of any wilful or negligent act of the Lessee or the Lessee's servant, agents or invitees or any person residing in the flat.
3. **RESTRICTIONS ON USE**
 - (a) To use the flat for residential purposes only. The Lessee will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building on the land.
 - (b) Not to bring into or keep on the land or in the flat any pet or animal which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building or which may create a nuisance.
4. **NOT TO CREATE FIRE OR OTHER HAZARDS**
 - (a) Not to bring into or keep in the flat any goods or any substance of a dangerous or combustible nature.
 - (b) Not to do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of any building on the land or which may make void or voidable any insurance cover.
5. **TO COMPLY WITH STATUTES**
Not to use the flat for any illegal purposes and to comply with all statutes, regulations and by-laws of any local authority in so far as they affect the flat.
6. **MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE**
 - (a) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair both the interior and exterior of the flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities exclusively serving the flat. Where any part of the flat or the electrical and plumbing equipment, drains, or other amenities serving the flat also relate to or serve any other flat erected on the land then they shall be maintained in good order condition and repair by the lessee together with the lessees of the other flats to which they relate or which are served by them and the cost of so doing shall be borne by the lessee and the lessees of such other flats in such shares as may be fair and reasonable having regard to the use and benefit derived from that equipment, drain or amenity.
6. **MAINTENANCE OF INTERIOR ONLY BY LESSEE**
OR
 - (b) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair the interior of the flat (including the doors, windows and fittings of any kind but not any part of the structure, framework or foundations) together with any electrical and plumbing, equipment and any drains exclusively relating to or serving the flat.
7. **TO KEEP COMMON AREAS CLEAR AND TIDY**
 - (a) Not to leave or place in the passageways or stairways (if any) of any buildings on the land or in any parking area, driveway, turning area or in the grounds surrounding any building on the land, any obstructions of any kind.
 - (b) Not to deposit any refuse or rubbish on any part of any buildings on the land or grounds except in proper containers and in the area set aside for that purpose by the Lessors.
 - (c) Not to park or leave any vehicle or other thing on any part of the land so as unreasonably to obstruct its use by any other lessee or persons lawfully entitled to use it and not to permit or suffer any servant, agent or visitor of the Lessee to do so.
8. **TO PAY FOR SERVICES TO FLAT**
Duly and punctually to pay all charges for water, electricity, gas or other supplies or services relating solely to the flat.
9. **NOT TO MAKE ANY STRUCTURAL ALTERATIONS OR ADDITIONS TO THE FLAT**
 - (a) Not to erect on any part of the land any building, structure or fence, nor to alter, add to or extend any existing building on the land without the prior written consent of the Lessors. Such consent shall not be unreasonably or arbitrarily withheld.
 - (b) If any addition or alteration proposed by the Lessee shall have the effect of altering the external dimensions of the flat, the Lessee shall upon receiving the Lessors' consent prepare and have deposited in the Land Transfer Office at the Lessee's own cost a flat plan of the alterations or additions and upon deposit of the plan, surrender this lease and execute a new lease in substitution therefore. The lessors shall at the Lessee's cost execute such surrender of lease and the new lease in substitution therefore and the Lessee shall thereupon forthwith register the same. The cost of obtaining any necessary mortgagees' consents shall be borne by the Lessee.
10. **USE OF RESTRICTED AND COMMON AREAS**
Not without the written consent of the Lessors to use or enjoy, in any way, any part of the said land except:
 - (a) the flat,
 - (b) that part of the land relating to the flat marked or shown as restricted area,
 - (c) that part of the land marked or shown as common area on the flat Deposited Plan, but only for the purposes of access for vehicles or pedestrians.
11. **PRESERVATION OF LESSEES RESTRICTED AREA**
To keep, at all times all that part of the said land and all amenities thereon relating to the flat marked or shown as restricted area, in a neat and tidy condition and in good repair.
12. **SEPARATE INSURANCE EFFECTED BY LESSEE**
 - (a) To effect and at all times keep current, in the joint names of the Lessors and Lessee for their respective rights and interests, a separate replacement insurance policy (including fire, earthquake and flood risks) for the flat and its appurtenant amenities.

OR

 - (b) To pay to the Lessors or a person nominated by them or by a majority of them a land share of the premium and other moneys payable in respect of the policy of insurance to be affected by the Lessors under Clause 19. In any case where by arrangement between the Lessors and the insurance company the premium in respect of each flat on the land is assessed and payable separately, to pay the separate premium whenever it is due direct to the insurance company and if and whenever required by the the Lessors to produce to the Lessors the receipt for that premium.
13. **PAYMENT OF RATES**
To pay all charges and rates separately levied in respect of the flat and the Lessee's undivided share in the fee simple of the land provided that if no separate charges or rates are so charged or levied then the Lessee will pay to the Lessors a land share of the charges and rates charged or levied in respect of the whole of the said land, and any buildings on the land.
14. **LESSEE'S OWNERSHIP OF SHARE IN THE LAND**
To remain the owner of the land share in land while the Lessee continues to be a Lessee under this Lease. If the Lessee (unless expressly authorised to do so) deals with either the Lessee's interest in the flat or his interest in the land in such a manner that the flat and the land are not owned by the same person then this Lease shall immediately determine but without discharging the Lessee from payment of any moneys owing by the lessee or releasing the lessee from any liability arising from any breach previously committed by the lessee. This clause does not apply to the first Lessee under this Lease.

SCHEDULE C (LESSORS COVENANTS)

THE LESSORS COVENANT WITH THE LESSEE:

15. **QUIET ENJOYMENT**
Provided that the Lessee shall perform and observe all and singular the covenants and conditions on the lessee part contained and implied in this lease the Lessee shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them.
16. **MAINTENANCE BY THE LESSORS**
 - (a) To keep in good order, repair and condition:
 - (i) Such part of any buildings on the land including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities as are not the responsibility of any lessee, under any of the leases granted in respect of any flat on the land.
 - (ii) Such parts of the land including the grounds, paths, driveways, fences, swimming pools and other common amenities as are not the responsibility of any lessee, under any of the leases granted in respect of any flat on the land.
 - (b) And to manage and maintain to a high standard all those parts of any buildings and land which are not the responsibility of any lessee. In the performance of this covenant, the Lessors or their agents have the right if necessary to enter any flat or any part of the said land to carry out any work upon giving reasonable notice to the Lessee.
17. **LEASE OF OTHER FLATS**
 - (a) To lease any other flats on the land only on terms similar mutatis mutandis to those set forth in this lease.
 - (b) Whenever called upon by the Lessee to do so, to enforce the due performance and observance by the Lessee of any other flat of all obligations cast on that lessee by the lease of that other flat. For that purpose, the Lessors irrevocably appoint the Lessee for the time being their attorney and in their name to do all such acts and things and in particular but not in limitation to serve notices and institute proceedings necessary for the proper compliance by the Lessors with the obligations cast on them by this clause.

SCHEDULE D
(MUTUAL COVENANTS)

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSORS AND THE LESSEE:

18. DETERMINATION OF LEASE FOR DEFAULT

If and whenever the Lessee commits any breach or makes any default in the observance or performance of any of the covenants, conditions and restrictions contained in this Lease and does not remedy that breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors to re-enter the flat or any part of it in the name of the whole and to determine this lease and the estate and interest of the Lessee under it and to expel and remove the Lessee but without releasing him from any liability for any previous breach, non-observance or non-performance of any of the covenants, conditions and restrictions contained or implied in the lease. Any forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease if the Lessors have actual notice of the address of the mortgagee before or within seven days after the date of service of the notice on the Lessee.

19. REINSTATEMENT BY LESSEE (where Clause 12(a) applies)

(a) if the flat is destroyed by any cause whatsoever during the term of the lease the Lessee shall with all reasonable despatch repair and make good that destruction or damage to the reasonable satisfaction of the Lessors, or any majority of them. The cost of so doing shall be borne by the Lessee. If any part of any building on the land not held by a Lessee pursuant to any lease is damaged or destroyed then the Lessors shall with all reasonable despatch repair and make good such damage or destruction. The Lessee shall bear a land share of the cost thereof.

(b) **REINSTATEMENT BY THE LESSORS (where Clause 12(b) applies)**

The Lessors shall in the name of the Lessors and the Lessee for their respective rights and interests insure and keep insured all buildings on the land against fire, flood and earthquake and such other risks as are normally covered by a prudent owner for the full amount available under a replacement policy and (subject to reimbursement by the Lessee as set forth in Clause 12(b)) shall pay the premiums on that policy as they become due. If any of the buildings are damaged or destroyed from any cause whatever the Lessors shall with all reasonable despatch repair and make good any damage or destruction. If the moneys received under any policy or insurance are insufficient to repair and reinstate the buildings then the Lessee will bear a land share of the insufficiency unless the damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or parties.

20. RESTRICTION ON LESSORS' USE

The Lessors, other than the Lessee, will not during the term hereby created be entitled to use occupy or enjoy the restricted area **TO THE INTENT** that the foregoing restrictive covenant will at all times during the term of this lease remain appurtenant to the estate and interest of the Lessee in the flat for all purposes connected with the use occupation and enjoyment of the Flat and the Lessee shall at all times keep the restricted area in a neat and tidy condition and in good repair **PROVIDED HOWEVER** that the Lessors will be entitled to enter upon the restricted area to the extent that may be necessary in order to effect repairs and maintenance to the flat or to any buildings on the land or to any services to such flat or building **PROVIDED HOWEVER** that nothing hereinbefore contained shall prevent the Lessors or the Head Lessors for the time being from exercising all or any of their rights and powers of re-entry into possession and all or any other rights or powers conferred upon them as Lessors or Head Lessors hereunder.

21. LESSORS NOT LIABLE FOR WATER DAMAGE

The Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to any buildings on the land or the flat or by rainwater entering the flat.

22. SUBLETTING BY LESSEE

(a) The Lessee shall be entitled to let the flat only to a reputable and solvent sublessee. The Lessee shall ensure that any sublessee first enters into a tenancy agreement with the Lessee whereby the sublessee covenants not to do or permit anything to be done in upon or around the flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions of this lease.

OR

RESTRICTED SUBLETTING BY LESSEE

(b) The Lessee shall not without the prior consent in writing of the Lessors or a majority of the Lessors first had and obtained for that purpose on every occasion sublet or part with the possession or occupation of the flat or any part of it but such consent shall not be unreasonably or arbitrarily withheld in any case where:

- (i) The proposed subletting is for a term not exceeding one year during which period the Lessee is unable to personally occupy the flat, and,
- (ii) The proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe, perform and fulfill all the obligations of the Lessee under the lease and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.

Any underletting within the meaning of Sub-section (2) of Section 109 of the Property Law Act 1952 without consent shall constitute a breach of this clause.

23. PERFORMANCE OF LESSEE'S COVENANTS BY LESSORS

(a) If the Lessee at any time fails to perform or observe any covenant, condition or restriction contained or implied in this lease the Lessors may but are not bound to:

- (i) Pay any moneys which the Lessee ought to have paid.
- (ii) Do all or any acts or things which the Lessee ought to have done.
- (iii) Enter into the flat or any part of it if reasonably necessary for the purpose of this clause.

The Lessors may exercise any powers contained in this clause by their agents, servants, contractors or workmen.

(b) The Lessee shall in such event immediately on demand pay to the Lessors:

- (i) All moneys so paid by the Lessors; and
- (ii) The costs, charges and expenses of each performance and observance by the Lessors.

(c) Until such payment is made by the Lessee any amount paid by the Lessors shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of the average of the overdraft interest rate from any three Trading Banks computed from the date or respective dates of the moneys being expended until payment to the Lessors.

(d) For the purposes of this clause the word "Lessors" shall be deemed to mean Lessors other than the Lessee. The powers conferred by this clause may be exercised by a majority of the Lessors. The powers of this clause are without prejudice to the Lessors' other powers if any.

24. POWER OF SALE OF LESSEE'S INTEREST BY LESSORS

(a) If this lease is determined in any manner then:

- (i) The Lessee shall at the direction of the Lessors sell the Lessee's share in the land to such person and at such consideration as may be nominated by the Lessors and shall execute all documents required to complete any sale; and
- (ii) The Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's share in the land but shall not be liable to the Lessee in respect of any loss however incurred; and
- (iii) The proceeds of the sale shall be paid to the Lessors who shall be entitled to deduct from the proceeds:
 - (1) All moneys owing by the Lessee to the Lessors; and
 - (2) All expenses and costs incurred by the Lessors in connection with the arranging of the sale and the completion of it; and
 - (3) All rates, charges and outgoings due and owing by the Lessee; and
 - (4) All mortgages, charges and encumbrances on the Lessee's interest in the land and flat and any other buildings on the land.

The balance of the proceeds shall be paid to the Lessee by the Lessors.

(b) The Lessee irrevocably appoints the Lessors to be the Lessee's attorneys for the purpose of doing any act, matter or thing or executing any document required in connection with the sale of the Lessee's share in the land.

(c) No person shall be concerned to see or enquire as to the propriety or expediency of any act, matter or thing done or agreed to be done by the Lessors pursuant to this clause. The Lessee agrees to allow, ratify and confirm whatever the Lessors do or agree to do by virtue of any of the powers conferred on them.

(d) For the purposes of this clause the word "Lessors" means Lessors other than the Lessee.

25. NON-MERGER

There shall be no merger of this lease with the Lessee's fee simple estate in the land.

26. ARBITRATION

If any dispute or question or difference arises between:

- (a) The parties to this lease; or
- (b) Their respective representatives or assigns; or
- (c) One of the parties and the representatives of any other;

and the dispute relates to:

- (i) This lease; or
- (ii) Any clause or thing contained or implied in it; or
- (iii) The construction of this lease; or
- (iv) The duties or liabilities of any party in connection with the land, or the flat, or any other buildings on the land; or
- (v) The use or occupation of the land, or the flat, or any other buildings on the land;

then and in every such case the matter in difference shall be referred to the arbitration of two or more arbitrators and their umpire (one arbitrator to be appointed by each party to the dispute) in accordance with the Arbitration Act 1908 and its amendments or any Act in substitution for it.

27. PROCEDURE FOR DECISIONS

If the Lessee or any of the Lessors require any matter or thing to be done by the Lessors which the Lessors are empowered to do under this lease or by their rights and powers as owners of the land, the flat or any other buildings on the land or which may be desirable for the efficient and harmonious administration of the land, the flat and any other buildings on the land the following procedure shall be carried out:

(a) That Lessee or Lessors shall give notice in writing setting out the proposed action.

(b) Notice to the Lessors shall be served upon each Lessor other than the Lessee. Notice to the Lessee shall be served on the Lessee and if there is more than one Lessee notice to one shall be notice to all. Service may be made either personally or by leaving it at or posting it to the last known respective place of abode or address of the other Lessors or the Lessee as the case may be. If service is effected by post it shall be sent by registered letter and service shall be deemed to have been effected on the day after posting. Where two or more parties are to be served, the date of service shall be the date the last notice is deemed to have been served under this sub-clause.

(c) The parties shall be bound by any decision arrived at under the provisions of this clause and shall give all reasonable assistance in the carrying out and implementation of that decision.

(d) If the proposed action is not agreed to unanimously within fourteen (14) days after the date of service of the notices that matter shall be deemed to be a question to be arbitrated under clause 26.

28. **NON-DEVOLUTION OF LIABILITY**

Without negating the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a memorandum of transfer of the Lessee's interests both as Lessee and as Lessor to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements expressed or implied in the lease but without releasing the Transferor from any liability which may have arisen prior to the registration of the Memorandum of Transfer. After the registration of any Memorandum of Transfer the obligations expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by the Transferee and the Lessors shall have no recourse to the Transferee's antecedents in title.

SCHEDULE E

(SPECIAL COVENANTS FOR STAGED DEVELOPMENT)

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:

29. **INTERPRETATION**

In the following clauses in this Schedule of this Lease and subject to the provisions of Clause 34(a) the expression "the Developing Owners" shall mean (to the exclusion of any other person or persons) those Lessors who are the registered proprietors of an undivided share in the fee simple estate in the land which exceeds the aggregate of the Land Shares set forth in Schedule A of the lease or leases under which those persons are the Lessees (if any).

30. **DEVELOPMENT OF AREA FOR STAGED DEVELOPMENTS**

The Developing Owners shall be entitled at any time to carry out on the staged development area any development work and in respect of all the development work so carried out the following provisions shall apply:

- (a) the development work shall comply at all times with the statutory and local authority requirements; and
- (b) the Developing Owners after commencing the development work shall continue with all reasonable speed, shall take all reasonable steps to minimize any inconvenience to the Lessee, and any damage or disruption to the common area and the restricted area.
- (c) the development work shall conform in all respects to the requirements set forth in any agreement for the time being in force between the Developing Owners and the Lessee; and
- (d) the Developing Owners and their respective agents workmen contractors and employees, and other persons authorised on behalf of the Developing Owners may enter on and remain on the common area the restricted area and the staged development area at all reasonable times with or without machinery motor vehicles and equipment necessary or desirable to carry out the development work provided that the Developing Owners shall enter on to the restricted area only to the extent that is reasonably necessary to enable the Developing Owners to carry out the development work; and
- (e) as soon as reasonably practicable, the common area and any restricted areas shall be reinstated to the same condition as they were prior to the development work; and
- (f) the development work and reinstatement shall be carried out at the expense in all things of the Developing Owners; and
- (g) the number of dwelling units comprised in the development work on the staged development area shall not exceed the Maximum Number set forth in Schedule A.

31. **NEW LEASE AND COMPOSITE CERTIFICATES OF TITLE FOR DEVELOPMENT WORK**

In relation to the development work, the Lessee shall as co-lessor at the expense of the Developing Owners when requested to do so by the Developing Owners, do all things properly required by the Developing Owners to enable the Developing Owners to carry on the development work, and obtain the issue of a separate composite Certificate of Title for each new dwelling unit and its associated buildings erected on the staged development area as a result of the development work and in particular, but without limiting the generality of the foregoing the Lessee shall:

- (a) execute and obtain any consents required for such development work; and
- (b) execute any plans and obtain any consents as shall be required to enable the deposit of a flats plan for such development work; and
- (c) execute any documents and leases in respect of the buildings erected on the staged development area as a result of the development work so as to create a leasehold estate for a term corresponding with the unexpired period of this lease, in respect of each new dwelling unit and its appurtenant or associated buildings erected as a result of the development work; and
- (d) Arrange for the production of the Lessee's composite Certificate of Title and obtain the consent to the lease of any mortgagee of the Lessee's fee simple estate;

PROVIDED HOWEVER THAT:

- (i) any new lease or leases so created shall otherwise contain the same terms and conditions mutatis mutandis as are contained in this lease; and
- (ii) the costs herein before referred to in this lease shall be the reasonable costs of the Lessee's solicitor having regard to the lease being in the form referred to in paragraph (i); and
- (iii) the lease shall be prepared by the Developing Owners solicitor.

32. **POWER OF ATTORNEY FROM LESSEE**

In consideration of the granting to the Lessee of this Lease the Lessee doth hereby irrevocably nominate constitute and appoint the Developing Owners and any nominee of the Developing Owners to be the true and lawful attorneys and attorney of the Lessee both as Lessee and as registered proprietor of any interest in the fee simple of the said land and on behalf of the Lessee as Lessee and/or as such registered proprietor and as fully and effectively as the Lessee either as a Lessee and/or as such registered proprietor could do if personally present to execute for the Lessee in any capacity the lease referred to in Clause 31 and to sign and use the name of the Lessee in any capacity to such lease and to do all such other acts and things (including signing any new flat plan) as shall be necessary or desirable to effect registration of the lease or leases.

33. **POWER OF ATTORNEY ON TRANSFER BY EITHER DEVELOPING OWNER OR LESSEE**

In the event of the Lessee or the Developing Owners transferring or otherwise disposing of the whole or any part of their respective share in the fee simple estate in the said land, then on the occasion of each such transfer or other disposition:

- (a) A power of attorney shall be executed whereby the Lessee or the Lessee's transferee or disposee as the case may be, appoints the Developing Owners' or the Developing Owners transferee or disposee as the case may be the attorney of this Lessee or Lessee's transferee or disposee on the same basis and with the same powers as are set forth in Clause 32 of this lease.
 - (b) The power of attorney shall be prepared by the solicitors for the Developing Owners and shall be given and executed prior to the registration of the transfer or other disposition. A copy of the power of attorney shall forthwith thereafter be deposited in the Land Transfer Office.
 - (c) The costs of preparation stamping and registration of the power of attorney shall be borne by the person transferring the interest in the fee simple estate in the land.
 - (d) The reference in this clause to a transfer or other disposition by the Lessee or the Developing Owners of the whole or any part of their respective share in the fee simple estate in the land shall extend to and include the exercise by any mortgagee or other person of a power of sale in respect of a share in the fee simple estate in the land.
- Nothing contained in this clause shall prejudice or affect in any manner the generality operation or subsistence of Clause 32 of this Lease.

34. **TERMINATION OF STAGED DEVELOPMENT CLAUSES**

- (a) Once the leases of all the dwelling units to be comprised in the development work are registered Clauses 31, 32, and 33 shall have no further force or effect, and thereafter for the purpose of construing or interpreting Clause 30 the expression "the Developing Owners" shall mean the person or persons who carried out the development or the relevant part thereof.
- (b) Once the development work in relation to all the dwelling units to be comprised in the development work is completed, Clause 30 shall have no further force or effect except in respect of the Developing Owners' obligations thereunder.

SCHEDULE F

(SPECIAL COVENANTS FOR LEASEHOLD ESTATES)

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:

35. **INTERPRETATION**

In this schedule where the context permits:

- (i) the expression "Head Lease" means the Head Lease referred to in Schedule A.
- (ii) the expression "Fee simple" where they occur in Schedules A, B, C, D and E shall unless inconsistent with the context refer to and include the leasehold estate, created by the Head Lease.

36. **LESSEE TO PAY SHARE OF HEAD LEASE RENT**

The Lessee will upon demand in writing by the Lessors pay to the Lessors or to any person nominated by the Lessors or a majority of the Lessors a land share of the rent from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations under it or in or about any renewal of it as provided in this lease.

37. **LESSEE TO OBSERVE TERMS OF HEAD LEASE**

The Lessee will from time to time and at all times observe perform and keep all and singular the covenants agreements and conditions contained and implied in the Head Lease so far as they affect the flat and will save and keep harmless and indemnify the Lessors from and against all costs claims damages expenses actions and proceedings for or on account of breach of covenant or otherwise under the Head Lease as shall be occasioned by breach by the Lessee of any covenant condition or agreement contained or implied in this Lease and on his part to be observed performed or fulfilled.

38. **LESSORS TO PAY RENT AND OBSERVE COVENANTS**

The Lessors will throughout the term of this lease pay the rent reserved by and duly and punctually perform and observe all and singular the covenants and provisions expressed or implied in the Head Lease and on the part of the Lessee to be performed and observed under it and will not do omit or suffer any act or thing whereby or in consequence of which the power of re-entry into possession or any of the incidental ancillary or subsidiary powers vested in the Head Lessor by the Head Lease shall or may become exercisable.

39. **RIGHTS OF RENEWAL**

The Lessors will from time to time and so often as required and at all proper times for so doing give all notices, do all things, execute all documents and pay all costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor a renewal of the Head Lease. Whenever a new Head Lease is procured the Lessors will at the cost and expense of the Lessee deliver to the Lessee and the Lessee shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the flat a sublease for the term of the newly granted Head Lease less the last day at the same land share of rent and upon with and subject to the same covenants, agreements, conditions and provisions as are contained and implied in this lease including this clause. For the better enabling the Lessee to secure and enjoy the benefit of this clause the Lessors for the time being JOINTLY AND SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being the Attorney of them and each of them and in their name and in the name of each of them to give all notices and to do all acts matters and things and to make all appointments and to pay all cost charges and expenses and to give, make execute and deliver all documents and paper writings as shall be desirable necessary or expedient for the purpose of this or the Head Lease.

REGISTERED IN DUPLICATE

Correct for the



To the District Land Registrar

- 1. It is requested that you note the Lessors' Land Covenant contained in Clause 20 of the within lease against the fee simple title to the land.
- 2. Please issue a composite Certificate of Title for the share in the fee simple and leasehold interest of
Flat 1
Certificate of Title 103D/199
having been allocated.

- 3. I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no lease duty is payable on this instrument by reason of the application of section 35(1) of the Act, and that the provisions of subsection (2) of that section do not apply.



Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant/District Land Registrar

of the District of

MEMORANDUM OF LEASE

Composite C.T. 103D/199 issued includes a 1/2 share in fee simple

A.L.R.

SOLICITOR PREPARING LEASE:

R.R. PATERSON
SOLICITOR
PAIHIA



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY, NORTH AUCKLAND
ASST. LAND REGISTRAR

10.02 08.OCT.96 D 053358-3



NOTES:

- 1) Boundaries of Area 1 are to the external faces of exterior walls unless otherwise shown.
- 2) Area A is to be subject to a Restrictive Covenant
- 3) Covenant boundaries are not visibly defined unless shown otherwise
- 4) External boundaries of Lot 1 DP 77615 have been adopted from DP 77615



State Highway 11
(Paihia Road)

Pt Section 1
SBRS of Opua

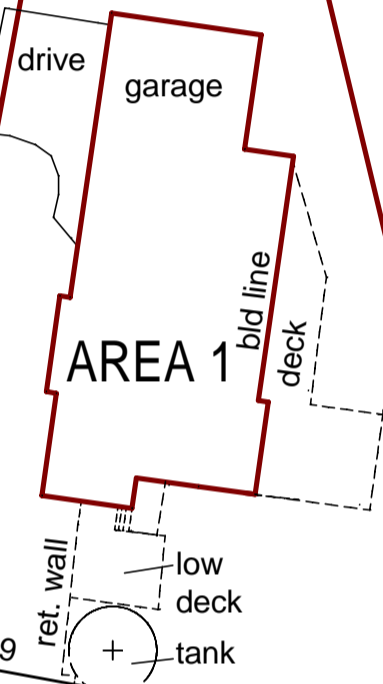
Lot 14
DP 77615

ROSS STREET
Access Lot

Lot 1
DP 77331

FLAT 1
DP 170130
NA103D/199

Lot 2
DP 77615



TERRITORIAL AUTHORITY
FAR NORTH DISTRICT

SHEET TITLE:

AREA 1 ON LOT 1 DP 77615



Williams & King
Registered Land Surveyors, Planners &
Land Development Consultants
27 Hobson Ave
PO Box 937, Kerikeri
Tel: 09-407 6030
Email: kerikeri@saps.co.nz

DP

2,007



Far North District Council



CODE COMPLIANCE CERTIFICATE
UNDER Section 95, Building Act 2004

APPLICABLE TO BUILDING CONSENT NUMBER
BC-2003-701

OWNER:

Andrew Hamilton Nesbit and Jennifer Lynette Nesbit

ADDRESS:

C/O The House Company (Peter Smith)
P O BOX 460
Kerikeri 0470

CONTACT PERSON:

CONTACT DETAILS:

Phone Daytime: 09 4076400
Phone After Hours:
Mobile:
Fax: 4076401
Email:
Website:

LOCATION OF BUILDING:

Address:	2 Ross Street, Opuia 0290 FLAT 1 DP 170130 ON LOT 1 DP	Level Unit No.
Legal Description:	77615 BLK V RUSSELL SD-HAS 1/8SH IN LOT 1 DP 77331	Current, lawfully established, use:
Location of Building:		Year first constructed:

PROJECT DESCRIPTION:

Description of Work: DWELLING & GARAGE 423-135-00
Intended Life: 50 Years

- This certificate is issued subject to and in reliance on the Chartered Engineers, designers, builders, roofers, waterproofers and plasterers, Producer Statements for the weather tightness of the exterior cladding, enclosed decks and roofing of the building.
- The Building consent authority named below is satisfied, on reasonable grounds, that:
 - (a) the building work complies with the building consent; and
 - (b) the specified systems in the building area capable of performing to the performance standards set out in the building consent and subject to any specified conditions listed.
- This certificate is issued subject to the conditions specified in the attached _____ pages headed "Conditions of Code Compliance Certificate" (being this certificate).

SIGNED FOR AND ON BEHALF OF THE FAR NORTH DISTRICT COUNCIL

Name: Joe Kaio
Position: BUILDING OFFICER
Date: 27 June 2005



FAR NORTH DISTRICT COUNCIL

Private Bag 752, Memorial Ave, KAIKOHE
Freephone: 0800 920 029, Ph: (09) 405 2750, Fax: (09) 401 2137
E-mail: ask.us@fndc.govt.nz, Website: www.fndc.govt.nz

Issued by: Far North District Council

BUILDING CONSENT NUMBER: ABA 20030701 SECTION 31, BUILDING ACT 1991

DETAILS OF APPLICANT(S)	
Name(s)	NESBIT, ANDREW HAMILTON NESBIT, JENNIFER LYNETTE
Address	C/- THE HOUSE COMPANY (PETER SMITH) P O BOX 460 KERIKERI 0470
Contact Person:	SMITH, PETER Telephone: 09 4076400

SITE LOCATION	
Address:	ROSS STREET, OPUA
Legal Description:	1/2 SH IN 1752M2 RESIDUE ON DP 170130 BE
Valuation No:	00423 13500 B Location ID:

PROJECT DESCRIPTION	
Consent Type:	NEW CONSTRUCTION
Estimated Value (including GST)	\$ 156220
Floor Area	171.2
423-135-00-B	

PROPOSED WORK	INTENDED LIFE
DWELLING & GARAGE	Indefinite, but not less than 50 years

This building consent is a consent under the Building Act 1991, to undertake building work in accordance with the attached plans and specifications, to comply with the provisions of the Building Code. It does not affect any duty or responsibility under any other Act, or permit any breach of any other Act.

This building consent is issued subject to endorsements shown on the approved plans and may be subject to any conditions as attached. *As attached*

SIGNED BY, OR ON BEHALF OF COUNCIL

Queenie Handberg
Support Officer

Date: 29/11/2002

STANDARD CONDITIONS
BUILDING CONSENT NO: ABA 20030701
SECTION 31, BUILDING ACT 1991

This building consent is issued subject to the conditions specified below and contained in the Building Consent headed "Special Conditions" applicable to Building Consent Application No. ABA 20030701

1. This building consent is a consent under the Building Act 1991 to undertake building work in accordance with the attached plans and specifications so as to comply with the provisions of the building code. It does not affect any duty or responsibility under any other Act nor permit any breach of any other Act.
2. The applicant is fully responsible for any damage done to any systems such as Telecom cables, power lines, water mains, sewer and stormwater pipes, footpaths, roads or any other utility or service.
3. No deviation or alteration from the original approved plans and specifications is permissible without a further consent being obtained from Council.

It is also an offence to convert the building to any other use than that stated in this consent.

These and other offences are contained in Section 80 of the Building Act 1991, in association with all relevant penalties.

4. This consent expires and becomes void if:
 - a) The work it authorises is not commenced within six (6) months after the date of issue of the consent or within such additional time as Council, in its absolute discretion, may allow.
 - b) Reasonable progress on the building work has not been made within twelve (12) months after work has commenced or within such additional time as Council in its absolute discretion, may allow.

Written applications for extensions of time must be submitted to Council.

Council may further cancel building consent as specified in Section 41(2), (3) and (4) of the Building Act 1991.

5. Inspections of the building work are to be carried out at the stages of construction as endorsed on the approved plans with the notice time being given as specified in those endorsements.
6. This Building Consent is issued in accordance with Project Information Memorandum No: 20030701



FAR NORTH DISTRICT COUNCIL

Private Bag 752, Memorial Ave, KAIKOHE
Freephone: 0800 920 029, Ph: (09) 405 2750, Fax: (09) 401 2137

ATTACHMENT FOR ABA 20030701

BUILDING CONSENT NUMBER: ABA 20030701
ISSUED TO: NESBIT, A & J
DATE: Tuesday, November 26, 2002
PROJECT DESCRIPTION: DWELLING & GARAGE
SITE ADDRESS: ROSS STREET, OPUA
LEGAL DESCRIPTION: LOT 1 DP 77615
VALUATION NUMBER: 00423-135-00-B

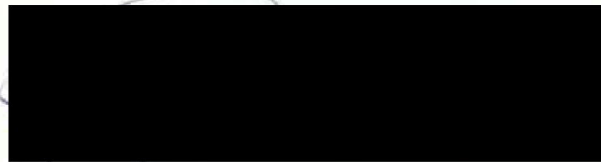
CONDITIONS TO BE COMPLIED WITH THE ISSUING OF THIS BUILDING CONSENT AS FOLLOWS:

Planning Aspect:

1. *Building works to comply with conditions as specified in RC2030252 granted 25/10/2002.*

Building Aspect:

1. *Engineer to inspect footings prior to placement of piles & concrete pour.*



Lou-Ann Ballantyne
Technical Planning Officer/Environmental Services

Ken Burroughs P.P.

Ken Burroughs
Building Officer/Environmental Services

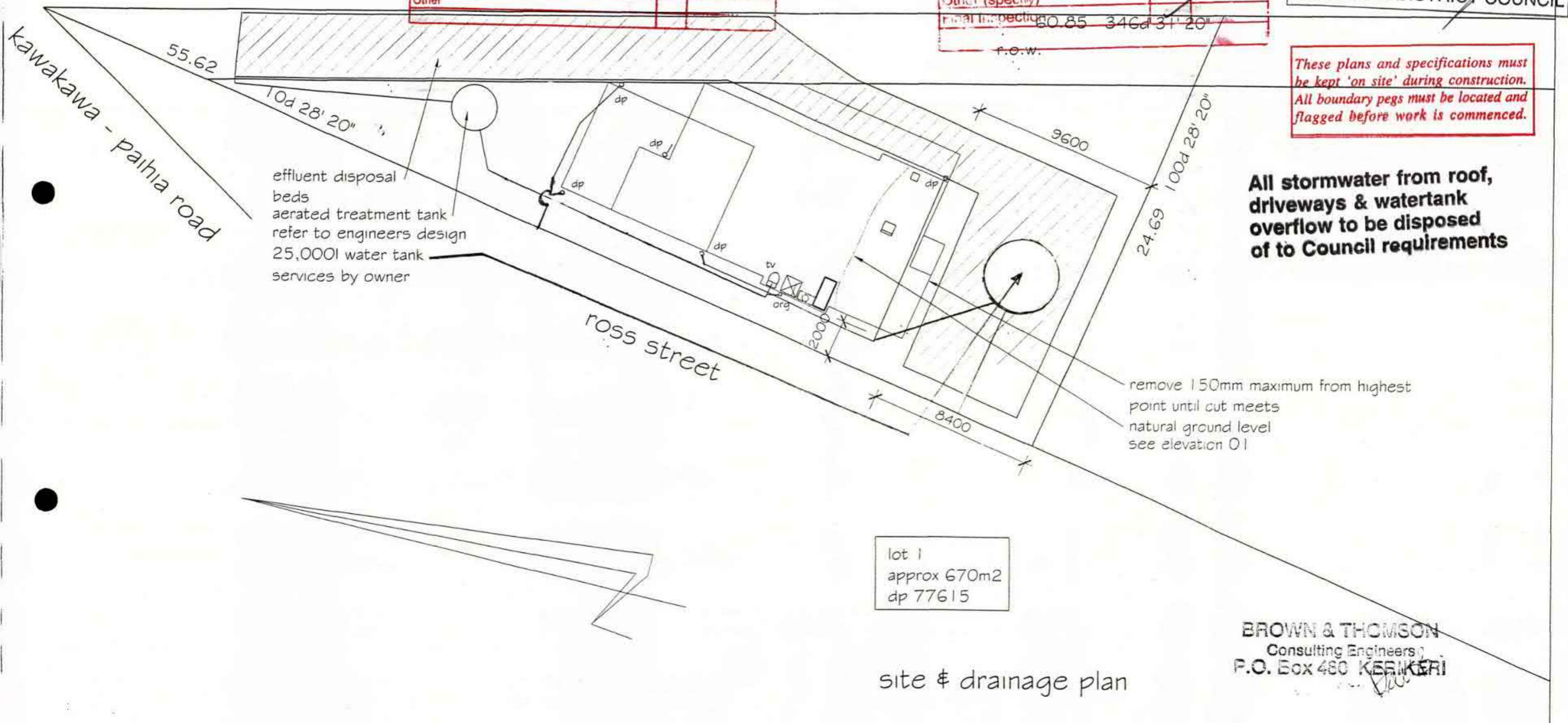


Far North District Council NOTIFIABLE INSPECTIONS Plumbing & Drainage		
Pre-pour under slab P & D		
Pre-line Plumbing in walls	✓	
Sewer & Stormwater drainage prior to back-filling trench	✓	
Septic Tank effluent disposal Trench	✓	
Other		

Far North District Council NOTIFIABLE INSPECTIONS		
Site Inspection	✓	
Footing/Foundation	✓	x2
Slab	✓	
Bond beam	✓	
Sub-floor	✓	
Framing	✓	
Exposed Rafter Strapping	✓	
Pre-line	✓	
Sheet Bracing	✓	
Other (specify)		
Final Inspection	80.85	346d 31' 20"

APPROVED PIM/BC 20030701
 Date 22/10/02
 Signed *[Signature]*
 FARNORTH DISTRICT COUNCIL

These plans and specifications must be kept 'on site' during construction. All boundary pegs must be located and flagged before work is commenced.



All stormwater from roof, driveways & watertank overflow to be disposed of to Council requirements

BROWN & THOMSON
 Consulting Engineers
 P.O. Box 480 KERIKERI

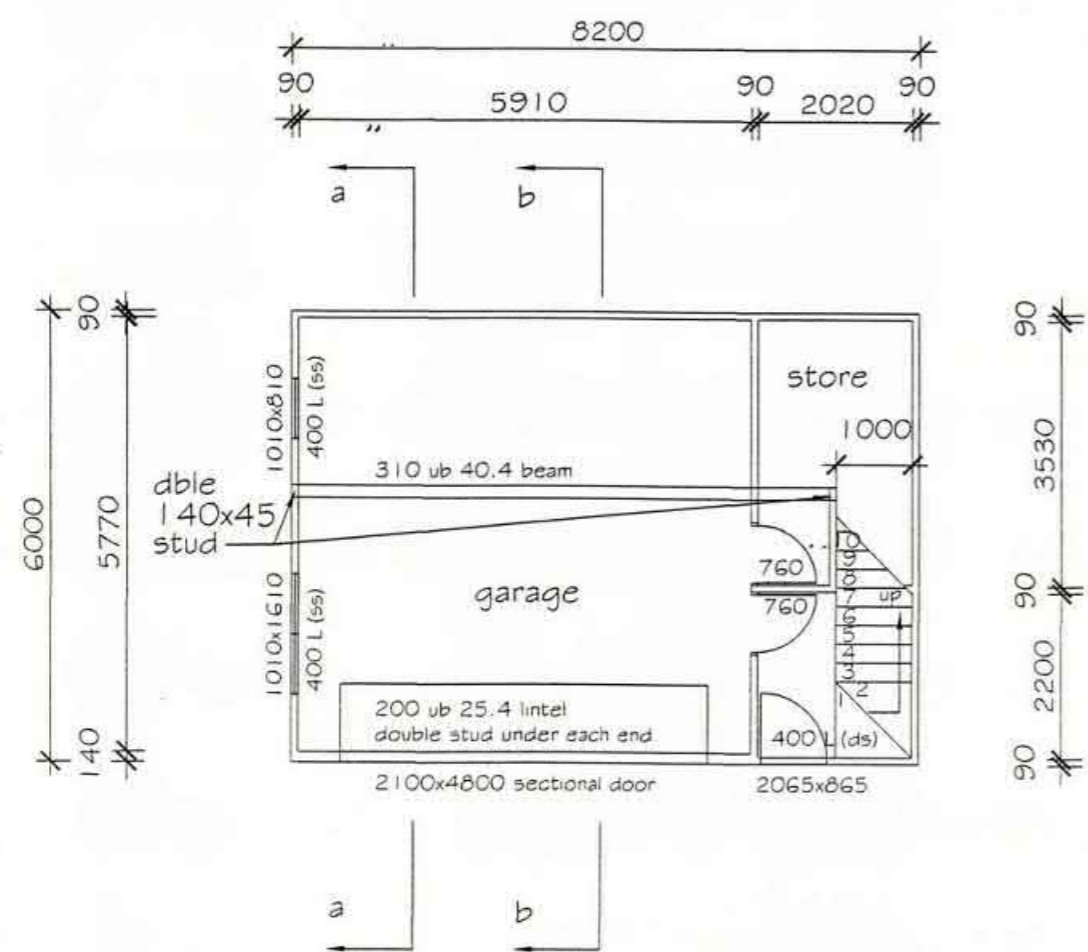
lot 1
 approx 670m2
 dp 77615

site & drainage plan

The House Company

proposed new residence for andy & jenny nesbit
 at ross street
 opua

drawn sed	scale 1 : 200	sheet 01
date 31.10.02	revision	of 17
		job no.



exterior framing is
90x45 @ 600mm crs except
front wall of garage which is
140x45 @ 600mm crs

basement plan

BRUCE T. JAMESON
Consulting Engineer
P.O. Box 480 KERikeri



proposed new residence for at andy & jenny nesbit ross street opua	drawn sed	scale 1 : 100	sheet 02 of 17
	date 31.10.02	revision	job no.

notes :

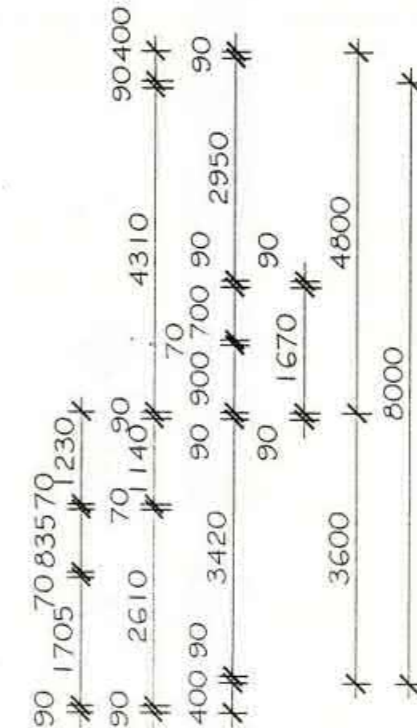
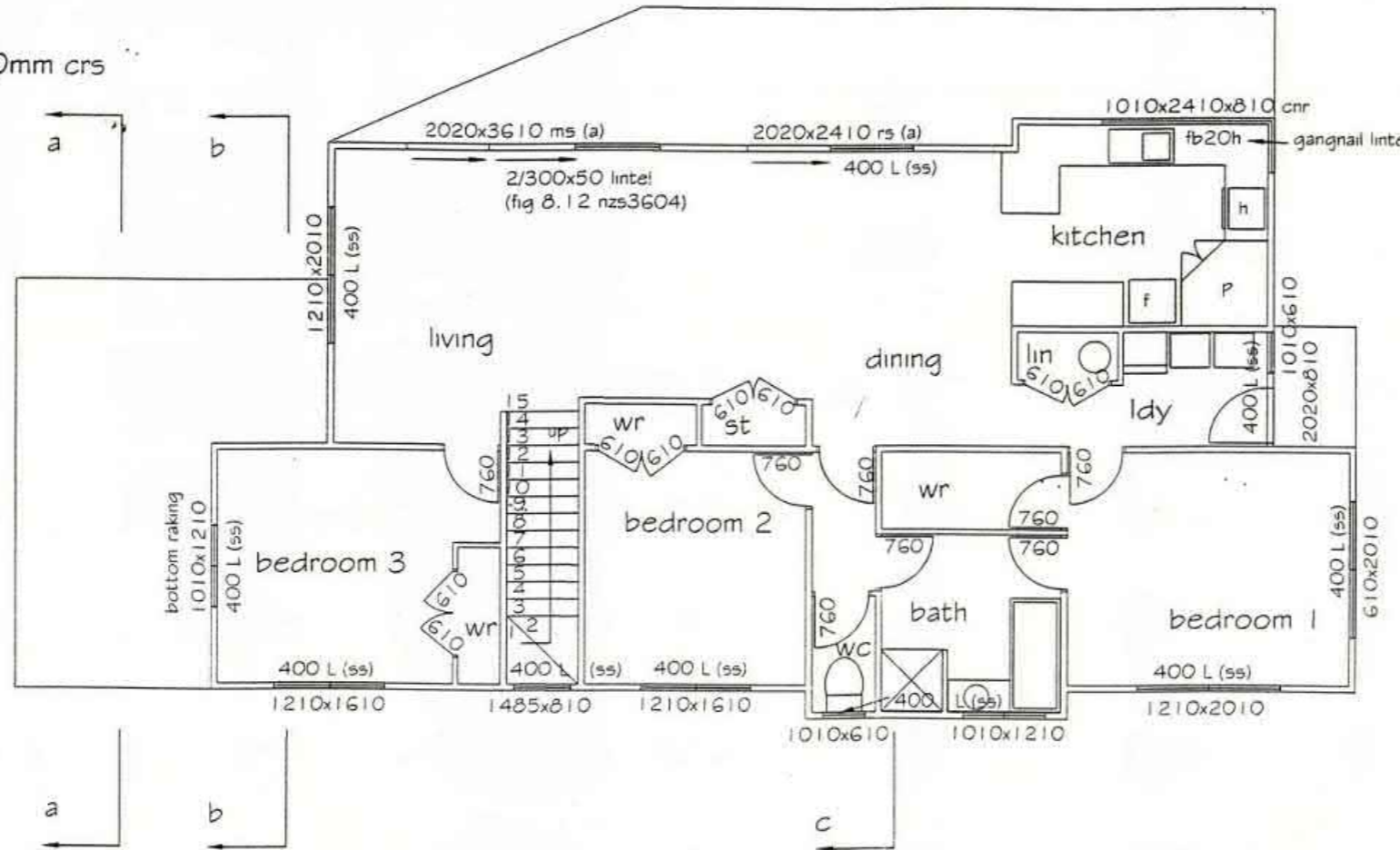
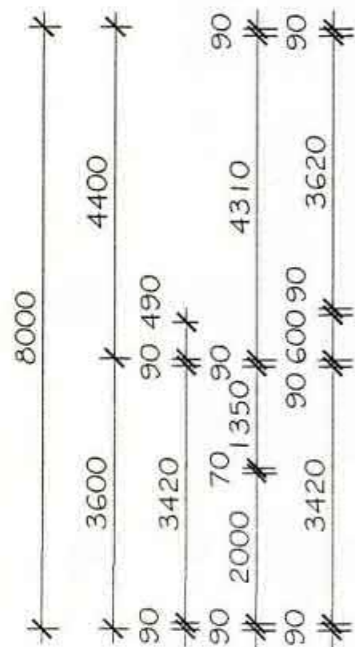
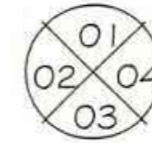
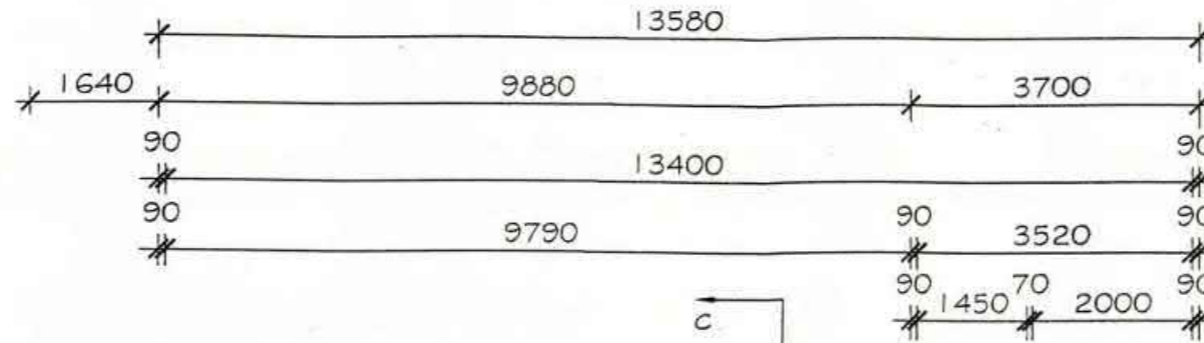
all lintels are 'trifold' galv steel unless shown otherwise

trim interior door head heights to 2040mm

door openings are framed for 25mm jambs

provide an extra nog at 1760mm above floor to wardrobes

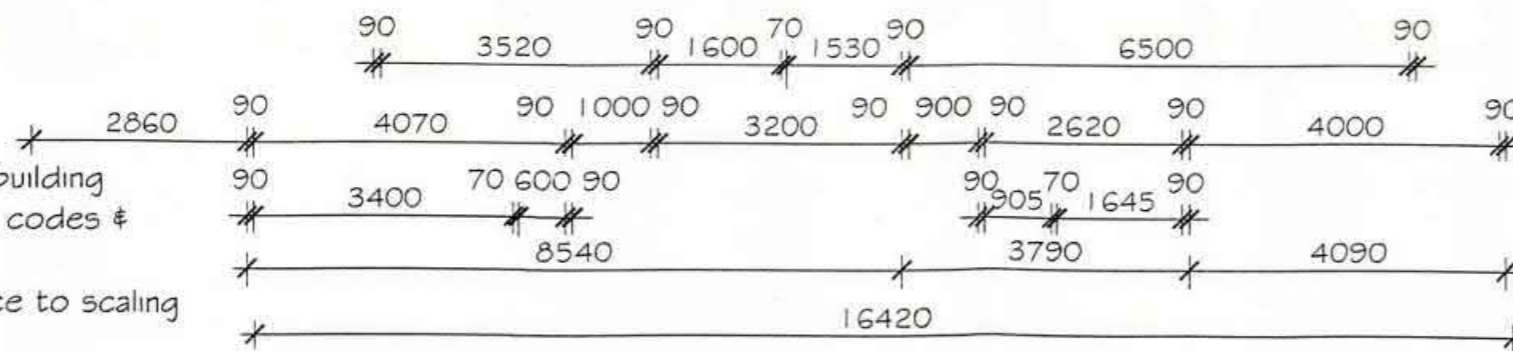
all exterior framing is 90x45 @ 600mm crs



floor area :

basement	49.2 m ²
house	122.0 m ²
total	171.2 m²

all construction to comply with the building code, nzs3604:1999, all relevant codes & specific design
use written dimensions in preference to scaling
check all dimensions on site



ARCHITECT: JASON
ground floor plan
JASON

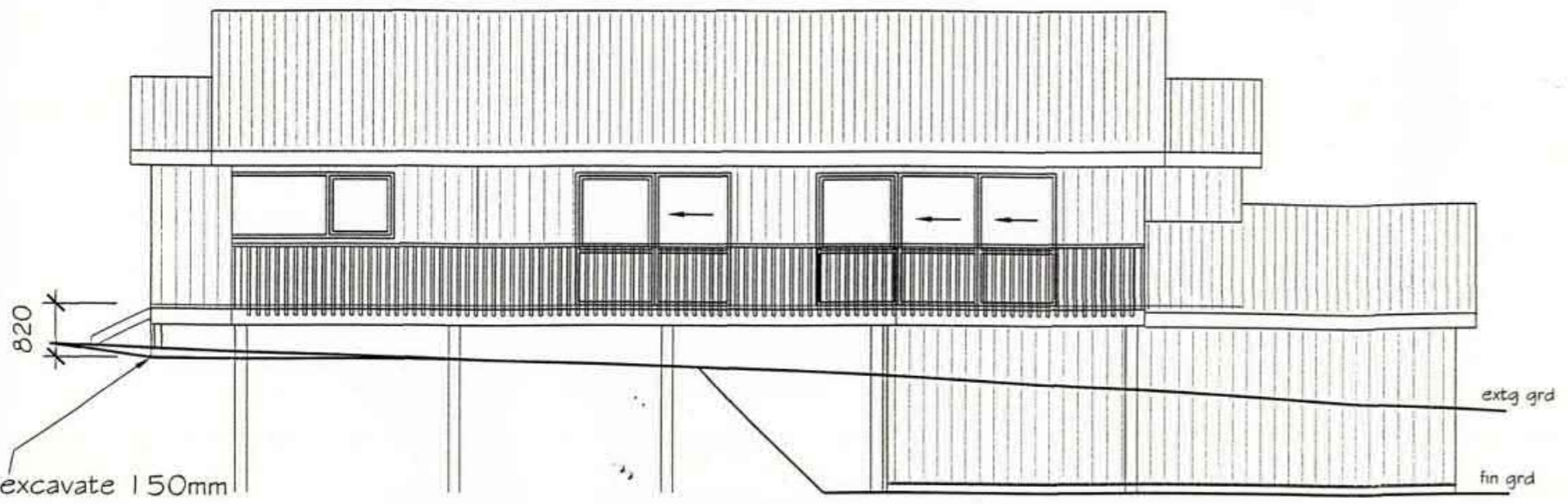
The House Company

© the house company ltd 2000

proposed new residence for andy & jenny nesbit
at ross street
opua

drawn sed	scale 1 : 100	sheet 03 of 17
date 31.10.02	revision	job no.

Far North District
Council
Received



excavate 150mm
to provide 300mm
clearance to underside of
300x50 bearers

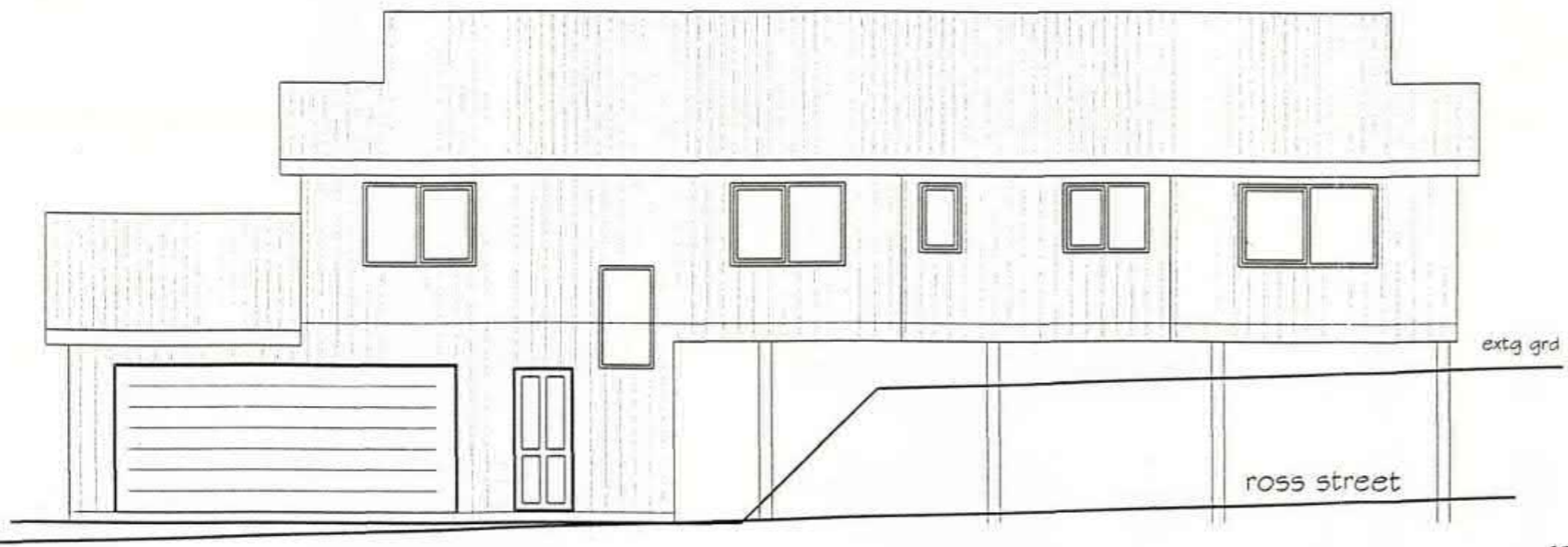
elevation 01



ross street

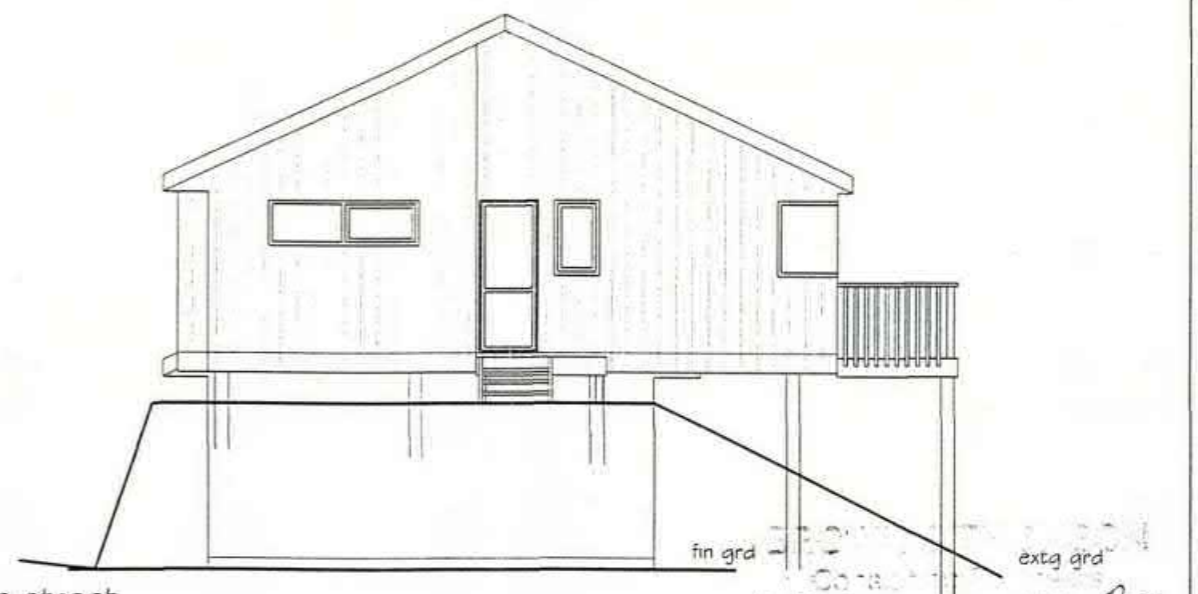
elevation 02

- corr colorsteel roofing
- colorsteel gutters & pvc downpipes
- plywood & batten wall sheathing
- aluminium joinery
- open pole foundation
- cosy floor insulation



ross street

elevation 03



ross street

elevation 04

The House Company

© the house company ltd 2000

TM

proposed new residence for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 100

sheet

04

of

17

date

31.10.02

revision

job no.

notes :

purlin fixing shall be 2/100x3.75 nails +
1 wire dog or 2/100x3.75 nails + 1/12g type 17
screw

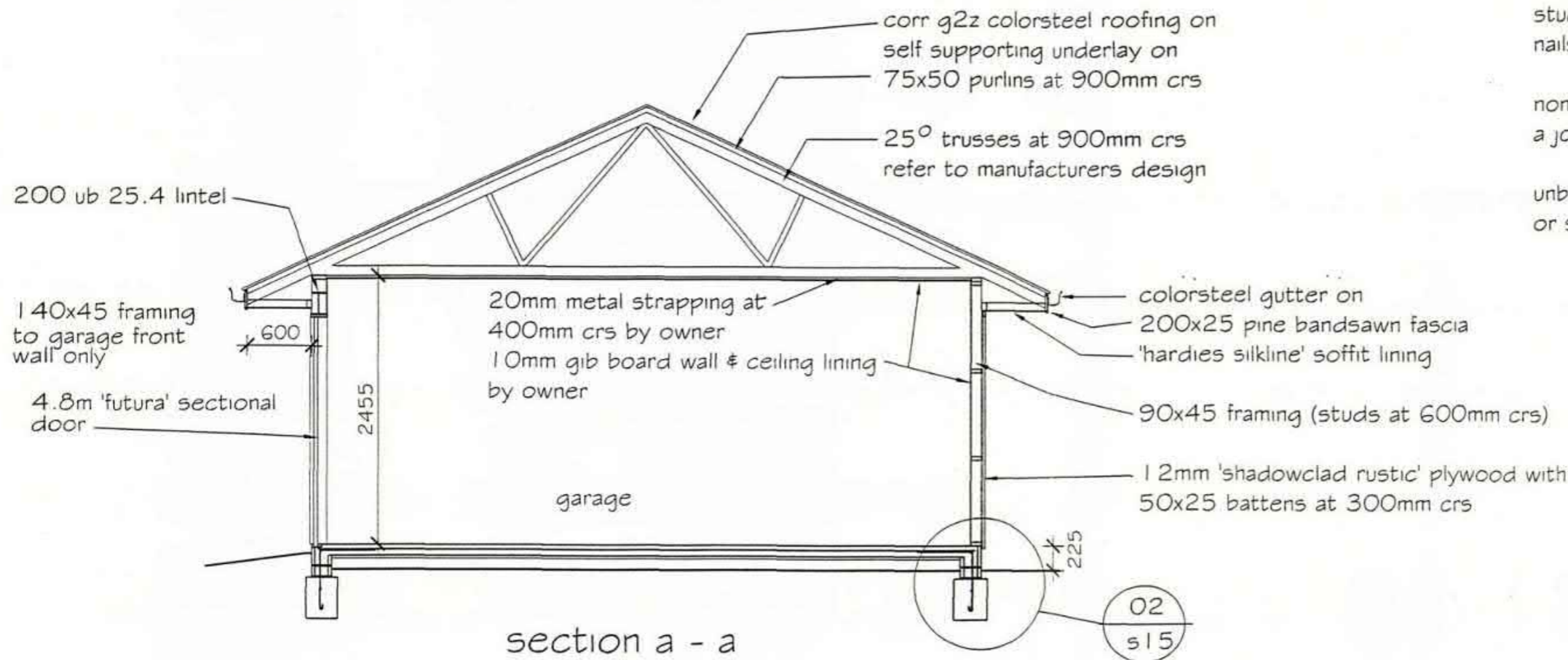
within 920mm from all edges fixings shall be
increased to 2/100x3.75 nails + 2 wire dogs or
2/100x3.75 nails + 2/12g type 17 screws

screws must be 50mm longer than the purlin depth

stud to top plate connections shall be 2/100x3.75
nails + 2 wire dogs

non - load bearing walls with braces must be over
a joist or have solid blocking at 1.2m crs

unbraced walls must be within 150mm of a joist
or solid blocked as above



Handwritten notes and signatures:
10/10/02
Nesbit

The House Company

© the house company ltd 2000

TM

proposed new residence for **andy & jenny nesbit**
at **ross street**
opua

drawn

sed

scale

1 : 50

sheet

05

of

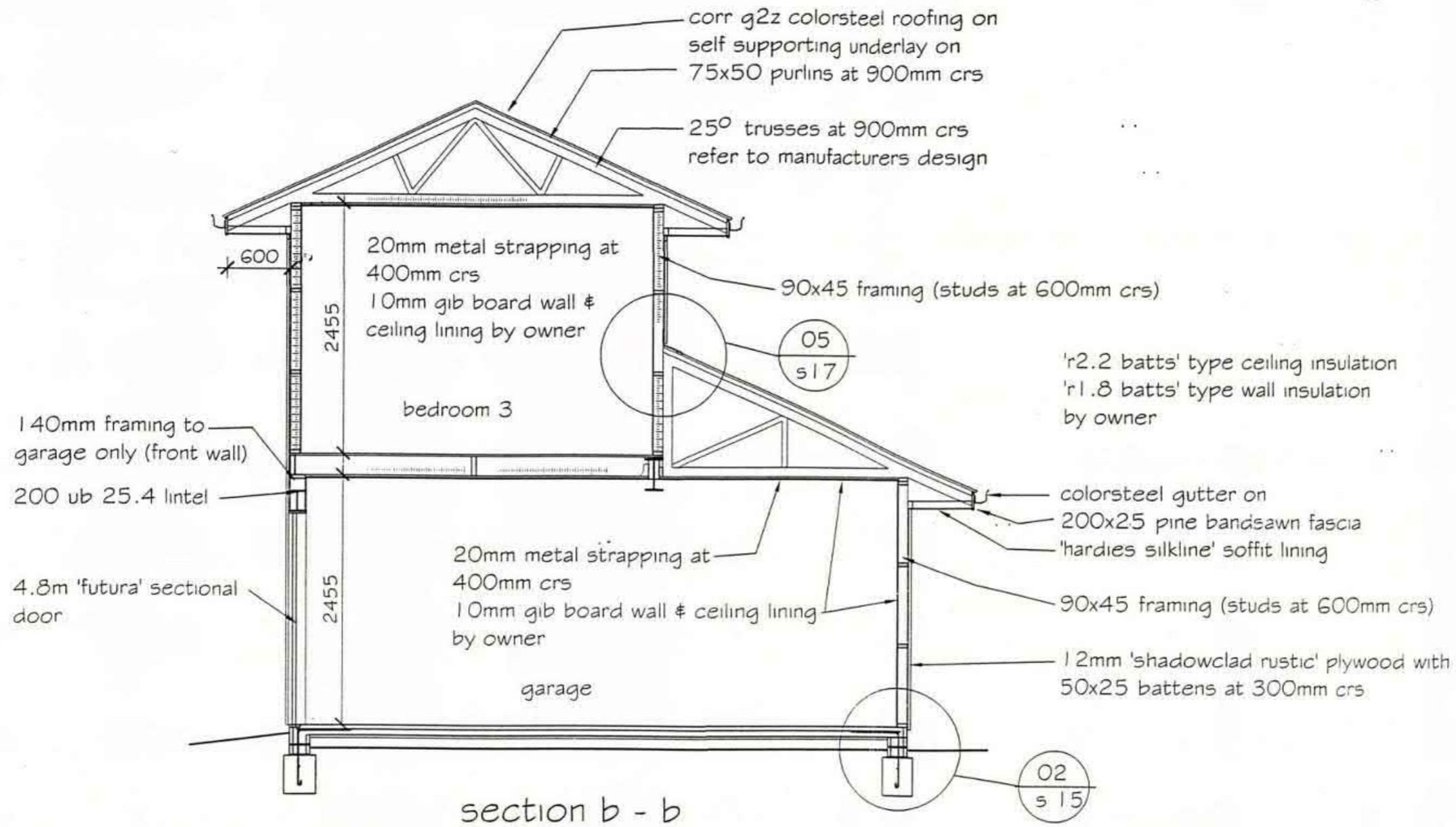
17

date

31.10.02

revision

job no.



Revised



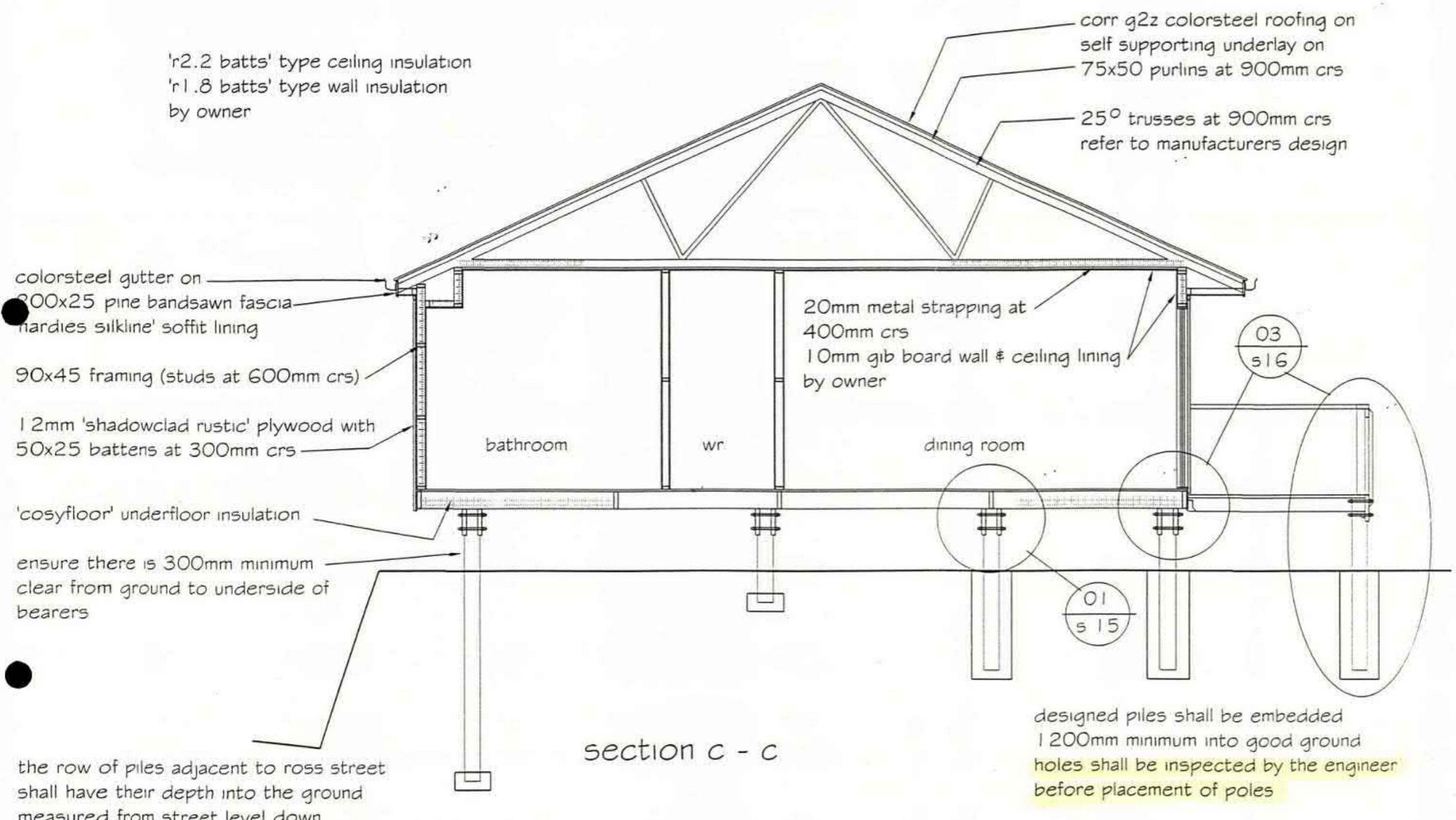
© the house company ltd 2000

proposed new residence for andy & jenny nesbit
at ross street
opua

drawn
sed
date
31.10.02

scale
1 : 50
revision

sheet
of 06
17
job no.



DWB

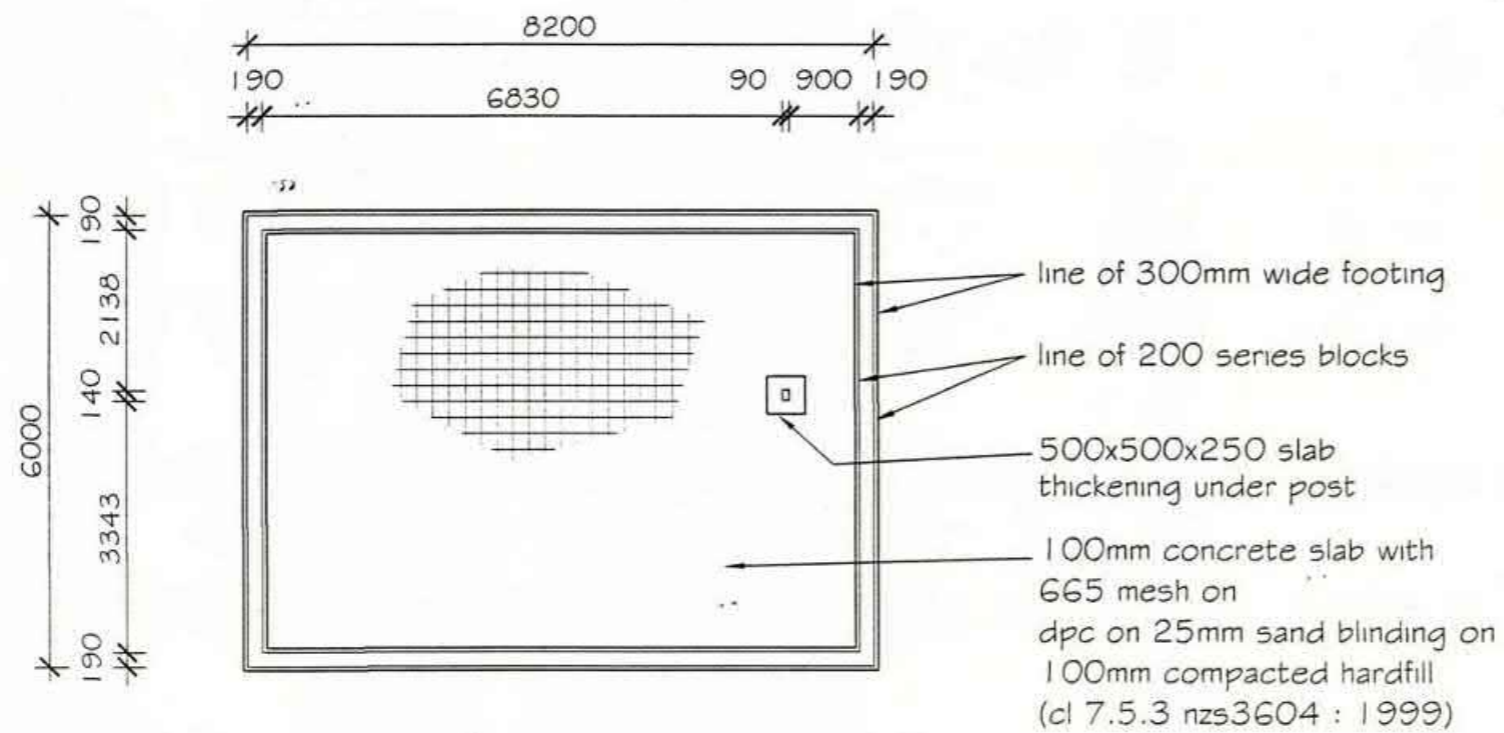


© the house company ltd 2000

TM

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn sed	scale 1 : 50	sheet 07 17
date 31.10.02	revision	job no.



basement foundation plan

Dec 13

The House Company

© the house company ltd 2000

TM

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 100

sheet

08

of

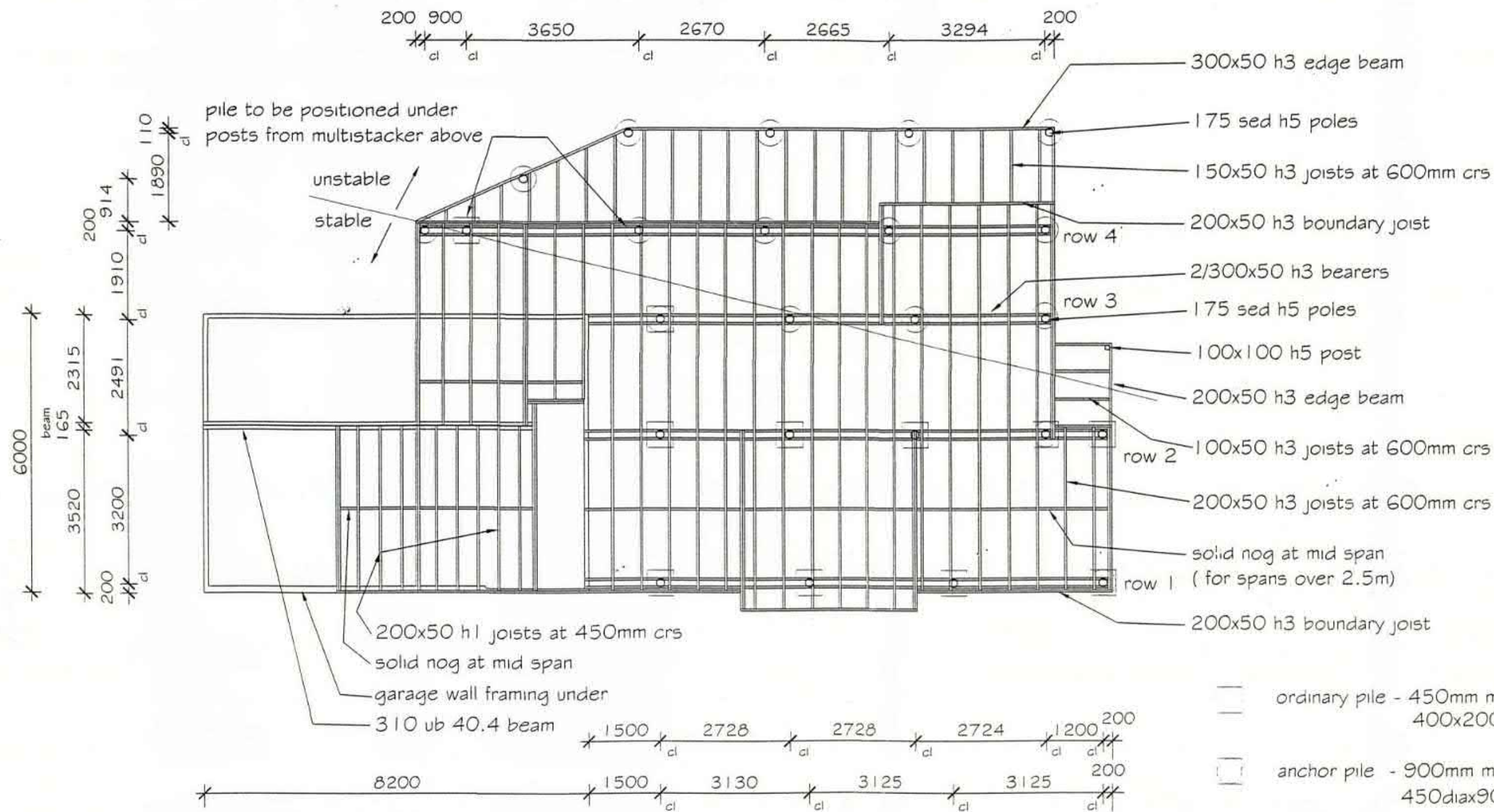
17

date

31.10.02

revision

job no.



notes :
 pile lengths for row 1 are to be measured to required distance below the ground level at ross street (not the level at the top of the bank)
 engineer is to inspect pile holes before installation of any poles
 ensure all infill concrete is well vibrated & compacted

sub - floor framing plan

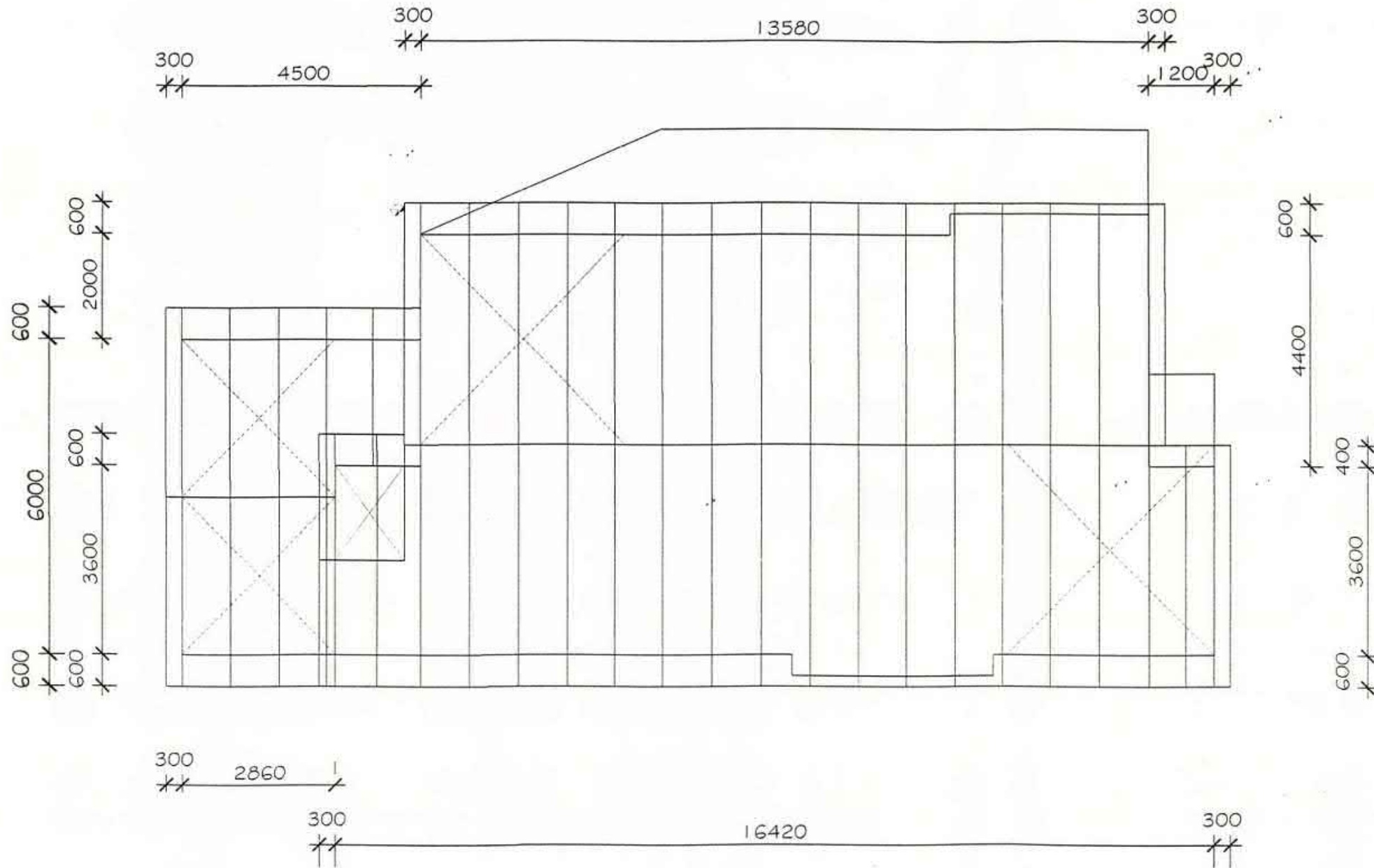
- ordinary pile - 450mm minimum embedment
400x200
- anchor pile - 900mm minimum embedment
450diax900
- fully concreted pile - 1200mm minimum embedment
(engineer design) into 'good ground'
450diax1200
- 4.5m maximum long



sketch proposal for andy & jenny nesbit
 at ross street
 opua

drawn sed	scale 1 : 100	sheet 09 of 17
date 31.10.02	revision	job no.

Daub



colorsteel g2z corr roofing on
self supporting underlay on
75x50 purlins at 900mm crs
25° trusses at 900mm crs
refer to truss manufacturers design

pair galv strap roof plane braces
1 per plane
8.0kn capacity in tension

roof framing plan

Dutts

**The House
Company**

© the house company ltd 2000

TM

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 100

sheet

10

of

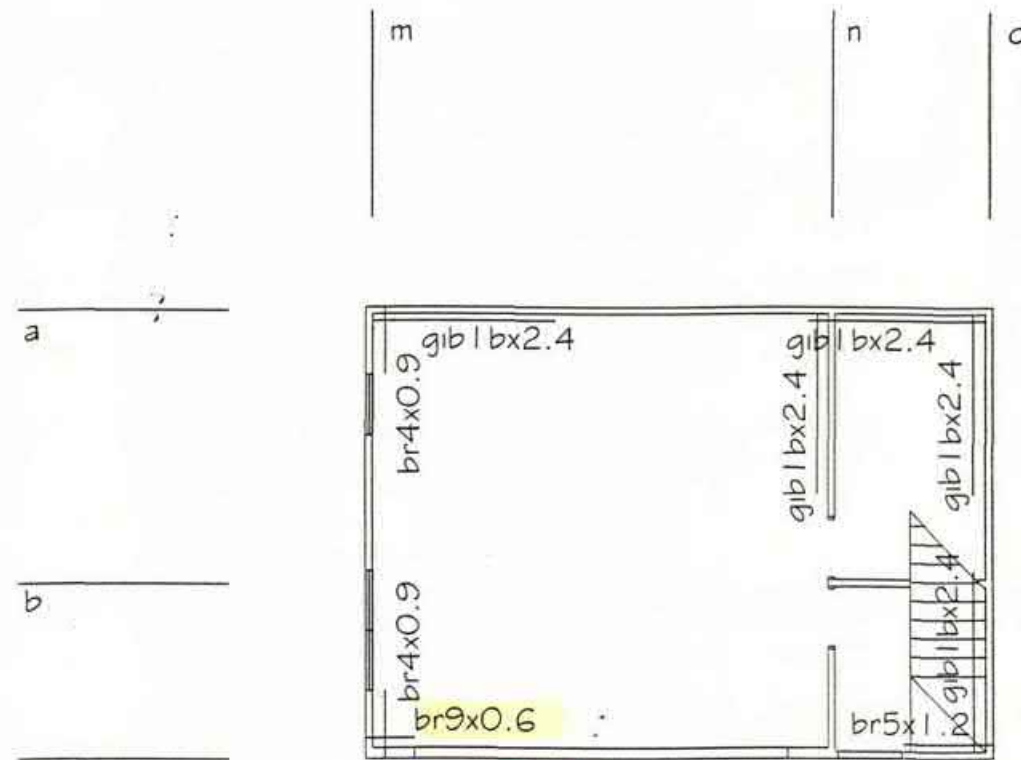
17

date

31.10.02

revision

job no.



NOTE BR9
Framing
requirements

basement bracing plan

notes :

- gib 1a & 1b standard gib board 1 face
diagonal brace
- gib 2a & 2b standard gib board 2 faces
diagonal brace
- br 4 & 5 gib braceline 1 face
Gkn hold down connection each end
- br 9 gib braceline 1 face
Gkn hold down connection each end
extra framing required - refer
'gib bracing systems' page 16

Deck B

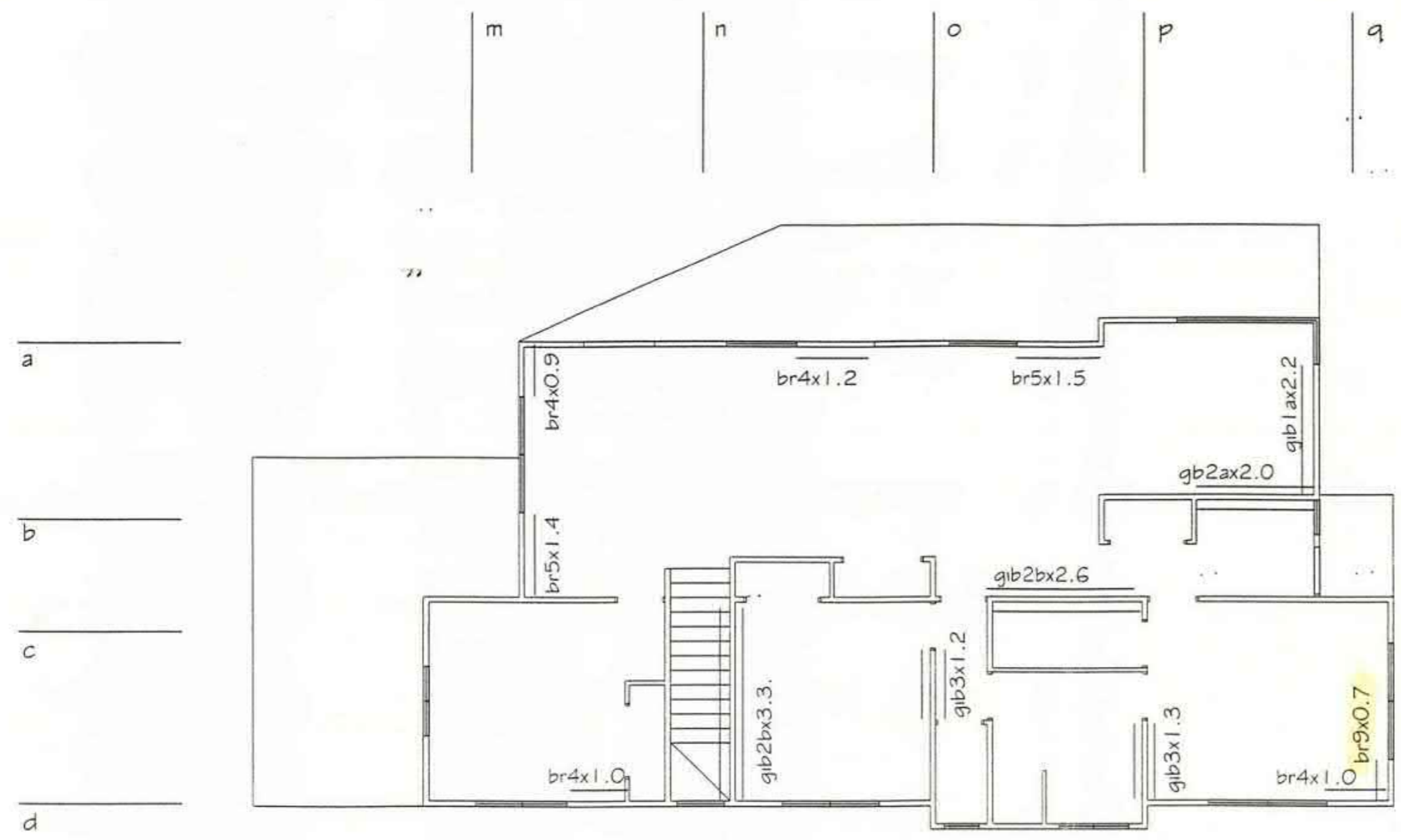
The House
Company

TM

© the house company ltd 2000

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn sed	scale 1 : 100	sheet 11 of 17
date 31.10.02	revision	job no.



notes :

- gib 1a & 1b standard gib board 1 face diagonal brace
- gib 2a & 2b standard gib board 2 faces diagonal brace
- gib 3 standard gib board 2 faces diagonal brace
- br 4 & 5 gib brace line 1 face
6kn hold down connection each end
- br 9 gib brace line 1 face
6kn hold down connection each end
extra framing required - refer 'gib bracing systems' page 16

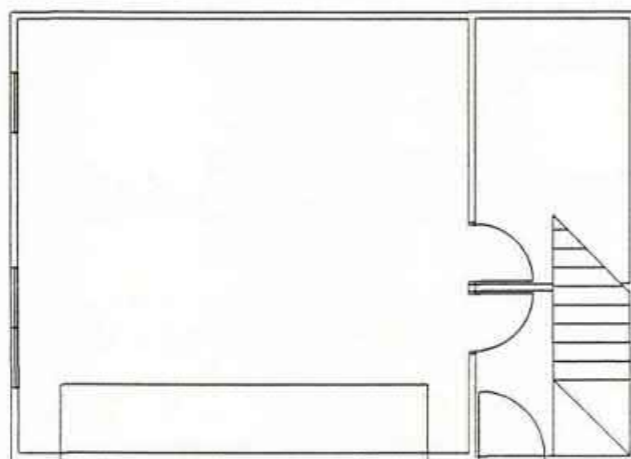
ground floor bracing plan

Doubt




sketch proposal for andy & jenny nesbit
at ross street
opua

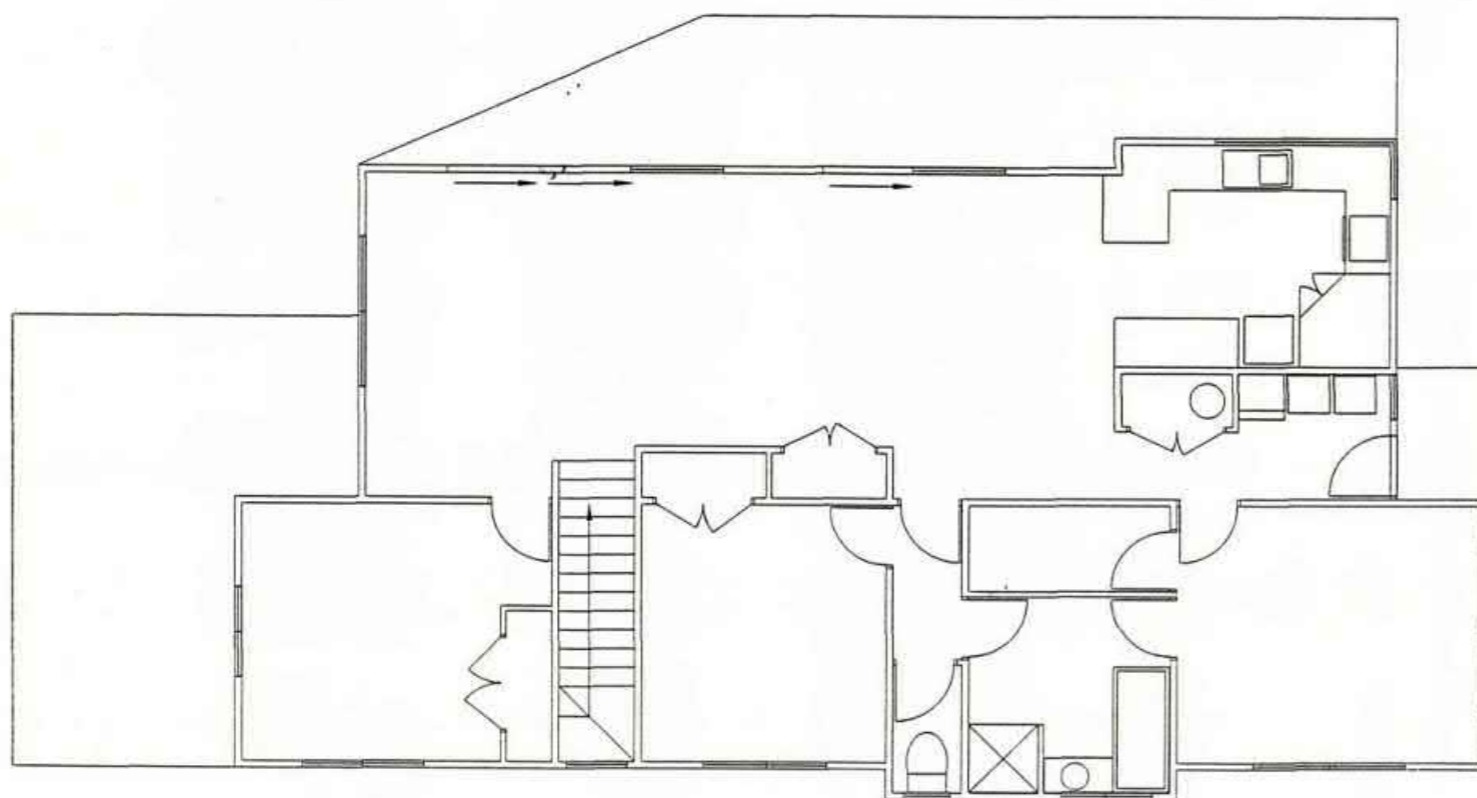
drawn sed	scale 1 : 100	sheet 12 of 17
date 31.10.02	revision	job no.



basement electrical plan

electrical legend		qty	extras
↔ ^{oh}	power inlet overhead		
↔ ^{ug}	power inlet underground		
□	meter board		
▢	distribution board		
⦿	power outlet double		
⋈	power outlet single		
⊙	light halogen		
⊗	light wall mounted (4 exterior)		
⊗	light recessed (6 exterior)		
⊗	light surface		
⊙	light eye ball recessed		
⊗	light 3 in 1		
♂	switch 1 way		
♂	switch 2 way		
▽PH	jack point phone		
⊥TV	jack point tv		
⊥HTR	heated towel rail		
⊥ELCB	earth leakage circuit breaker		
▽ADO	auto garage door opener		

	sketch proposal for andy & jenny nesbit at ross street opua	drawn sed	scale 1 : 100	sheet 13 of 17
		date 31.10.02	revision	job no.



electrical legend		qty	extras
← oh	power inlet overhead		
← ua	power inlet underground		
⊞	meter board		
⊞	distribution board		
⊞	power outlet double		
⊞	power outlet single		
⊞	light halogen		
⊞	light wall mounted (4 exterior)		
⊞	light recessed (6 exterior)		
⊞	light surface		
⊞	light eye ball recessed		
⊞	light 3 in 1		
⊞	switch 1 way		
⊞	switch 2 way		
∇ PH	jack point phone		
∇ TV	jack point tv		
∇ HTR	heated towel rail		
∇ ELCB	earth leakage circuit breaker		
∇ ADO	auto garage door opener		

ground floor electrical plan

The House Company

TM

© the house company ltd 2000

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 100

sheet

14

of

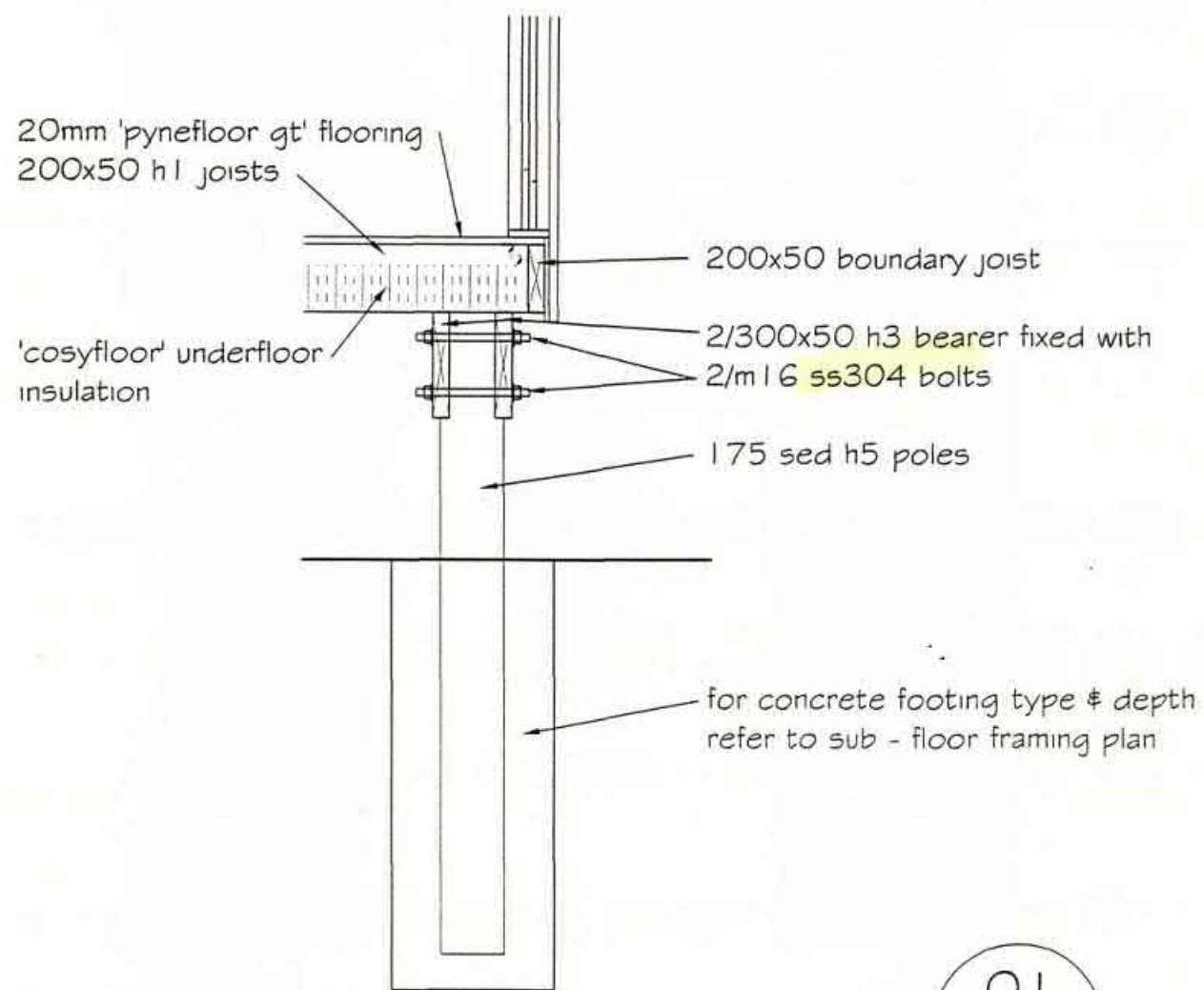
17

date

31.10.02

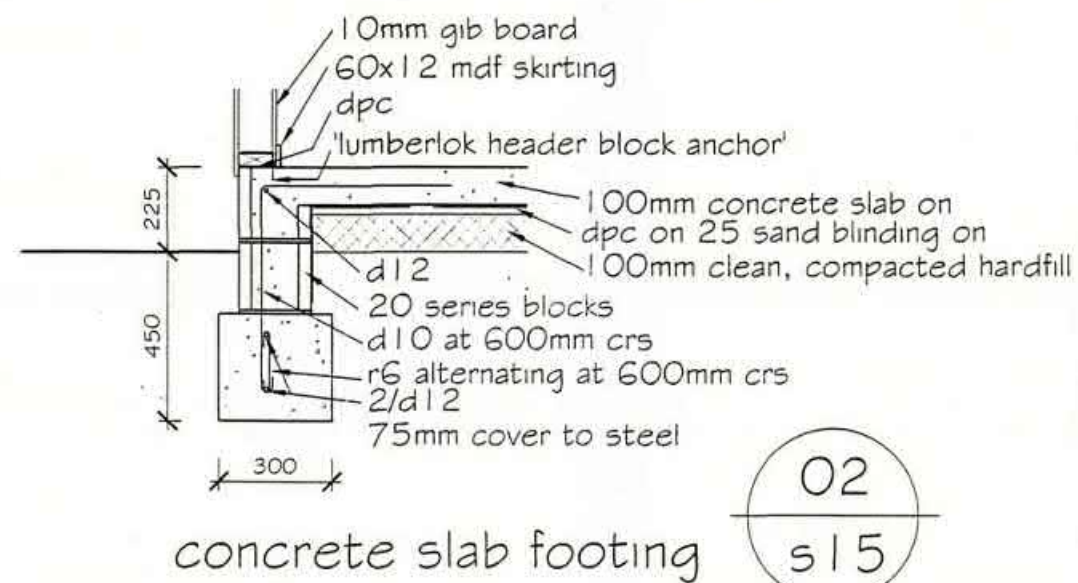
revision

job no.



pole foundation detail

01
s15



02
s15

Del HB

The House Company

© the house company ltd 2000

TM

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 20

sheet

15

of

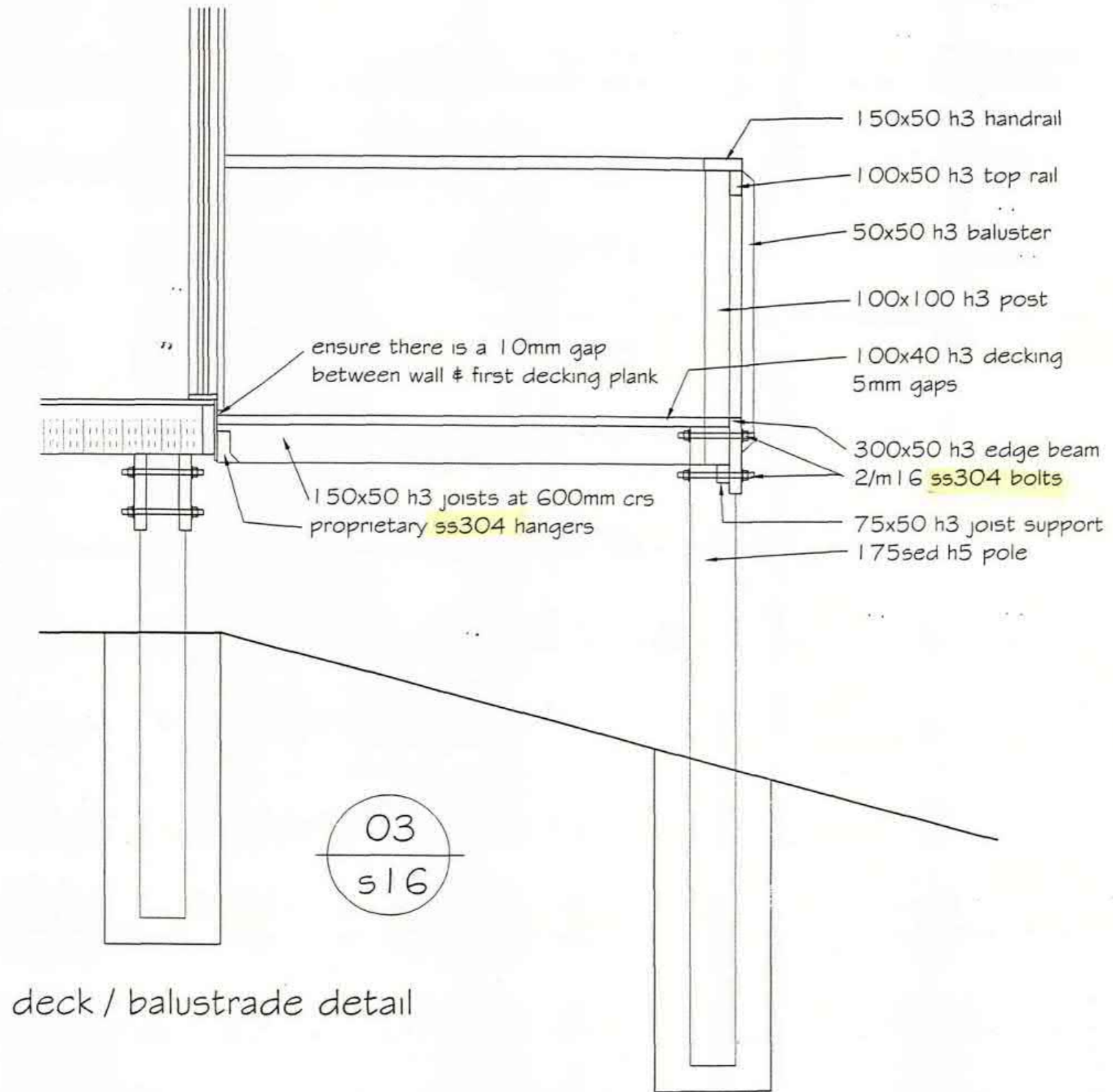
17

date

31.10.02

revision

job no.



deck / balustrade detail

Revised

The House Company

© the house company ltd 2000

TM

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 20

sheet

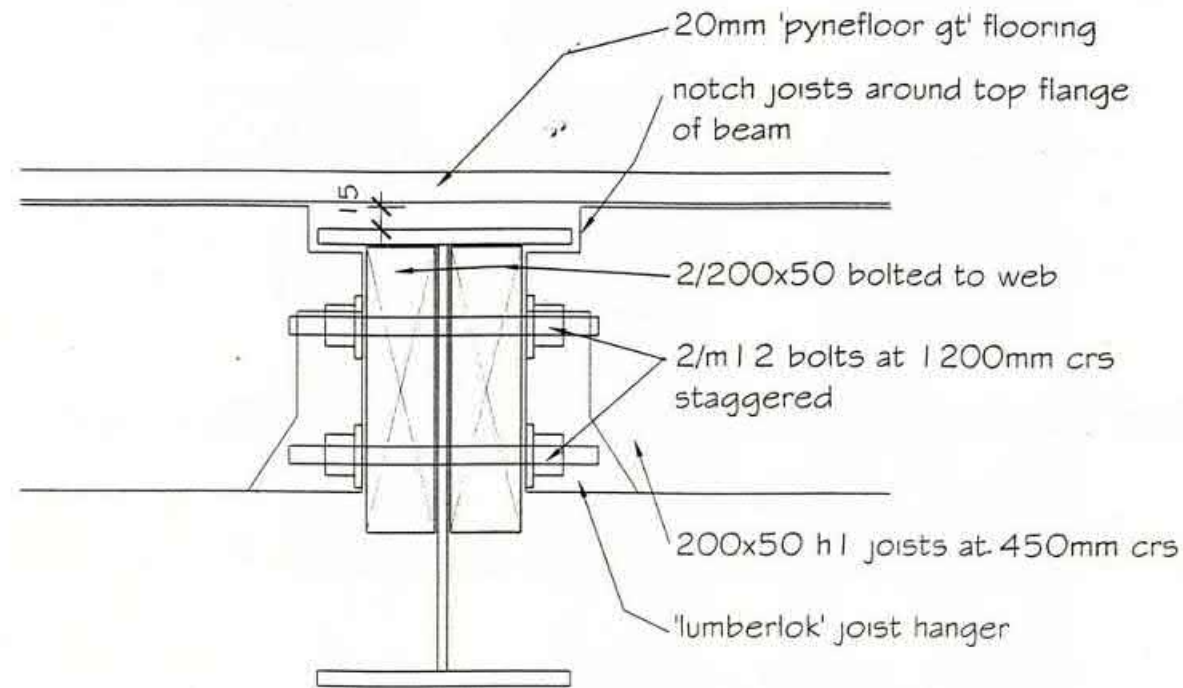
of 16
17

date

31.10.02

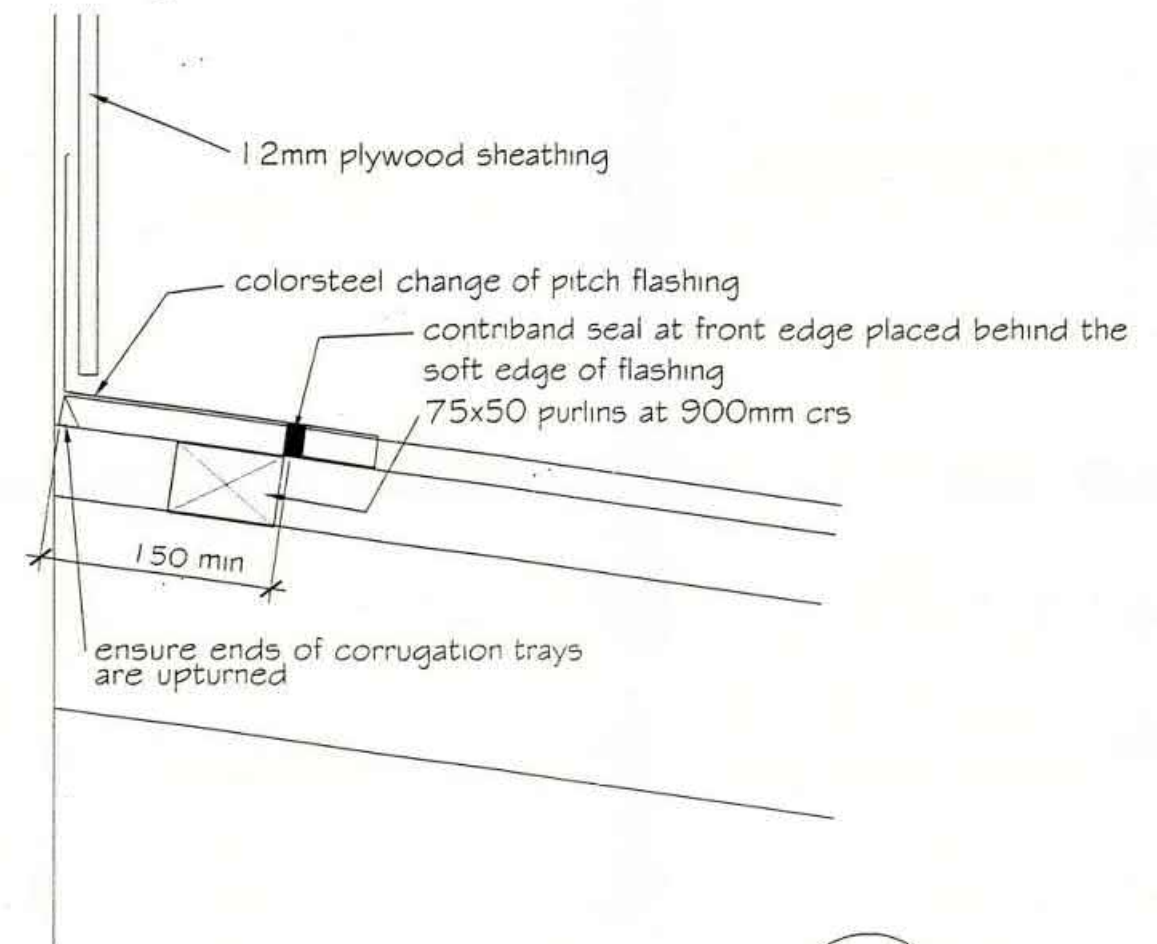
revision

job no.



joist / beam connection

04
s17



roof / wall junction

05
s17

Revised

The House Company

TM

© the house company ltd 2002

sketch proposal for andy & jenny nesbit
at ross street
opua

drawn

sed

scale

1 : 5

sheet

of 17
17

date

31.10.02

revision

job no.

FAR NORTH DISTRICT COUNCIL

FAR NORTH OPERATIVE DISTRICT PLAN

[BAY OF ISLANDS SECTION]

AND

FAR NORTH PROPOSED DISTRICT PLAN

IN THE MATTER OF

The Resource Management Act 1991

AND

IN THE MATTER OF

an application for Resource Consent
under the aforesaid Act by
ANDREW NESBIT

FILE NUMBER RC 2030252

That pursuant to Sections 105 (1)(b) and 108 of the Resource Management Act 1991, the Council grants its consent to Andrew Nesbit to construct a new residential unit that fails to comply with the sunlight, and maximum 6m height rules in the Coastal Residential zone at Ross Street, Opuia being more particularly described as Lot 1DP 77615 Part Sections 2 & 3 Suburbs of Opuia, CT No: 33D/1348 (North Auckland Registry) subject to the following conditions:

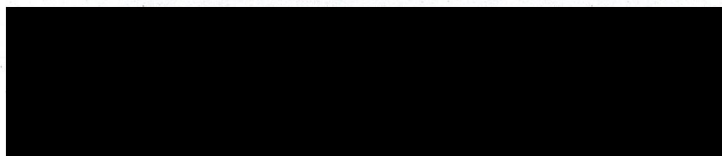
1. The development shall be carried out in accordance with the approved plans attached to this consent with the Council's "Approved Plan" stamp affixed to it.
2. No part of the building or development shall be constructed over the 3.66m wide right of way situated adjoining the eastern boundary.
3. The design Engineer shall inspect the boreholes prior to pole installation to confirm subsoil conditions are consistent with design parameters.
4. Ensure all infill concrete is well vibrated and compacted.
5. All concentrated stormwater runoff shall be collected and piped to the base of the slope.
6. Wastewater treatment and disposal shall be by way of an aerated treatment plant, as recommended in the TP 58 report prepared by Brown & Thomson Engineers, dated 10 September 2002. The effluent disposal drip lines shall be located as far away from the existing scarp as practical and outside the area of right of way.
7. Stormwater cutoff drains and sediment traps shall be installed to avoid silt and sediment being discharged from the site.
8. All excavate material is to be removed from the site.

In consideration of the application under Section 104 of the Act, the following reasons are given for this decision:

1. Written approval has been obtained from all persons and interested parties who might be adversely affected by the granting of consent to the proposal.
2. There are no apparent conflicts with the purpose of the Act, nor with the matters or principles noted in Sections 6, 7 and 8 of the Act, nor with the objectives and policies of the two relevant District Plans.
3. The imposed conditions will ensure compliance with the relevant rules of the District Plans, and will adequately avoid, or mitigate to a minor impact level, the expected effects on the environment.

DECISION PREPARED BY: Nassah Steed, Resource Planner

CONSENT GRANTED UNDER DELEGATED AUTHORITY:



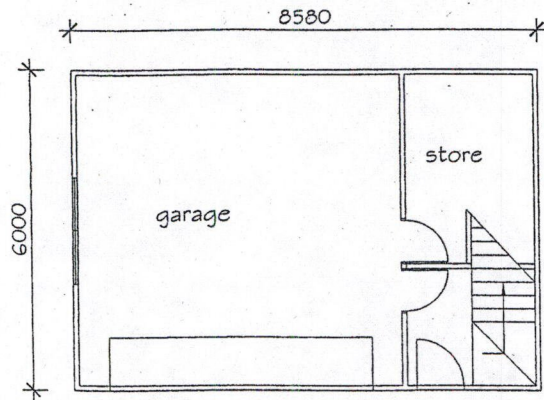
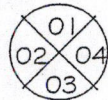
RESOURCE CONSENTS MANAGER

DATE 25th October 2002
RC 2030252

APPROVED PLAN

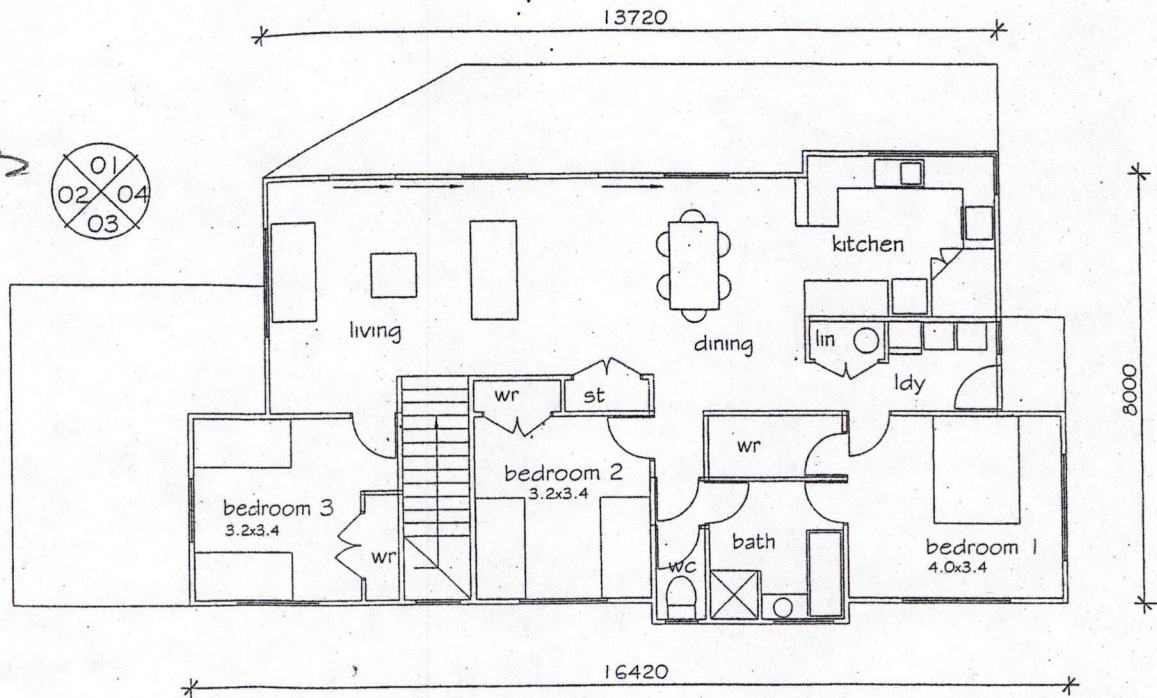
PLANNER *[Signature]*

RC 2030252 Date 25/10/02

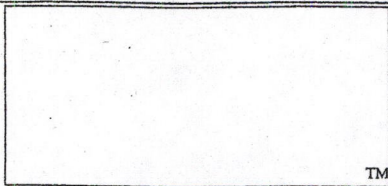


basement plan

floor area :	
basement	51.5 m2
house	122.5 m2
total	174.0 m2



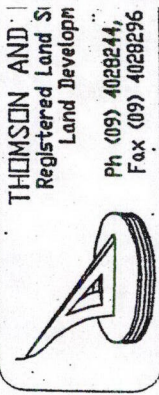
ground floor plan



© the house company ltd 2000

sketch proposal for **andy & jenny nesbit**
 at **ross street**
opua

drawn <i>sed</i>	scale 1 : 100	sheet
date 03.09.02	revision	of
		job no.



THOMSON AND PARTNERS
Registered Land Surveyors
Land Development
Ph (09) 4028244,
Fax (09) 4028296

St
of Se

Total disciplines:

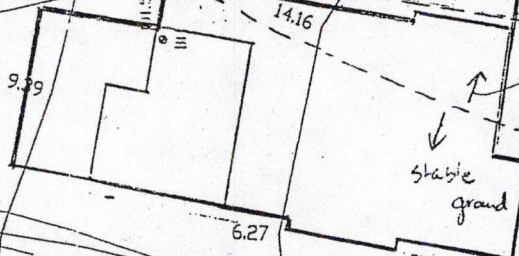
50
30
40
200
200

APPROVED PLAN

PLANNER

RC 2030252 Date 25/10/0

Right of way
3.6m wide



Section 1

Section 2
27.000

Lot 1
DP 77331
Ross Street

2.000 SETBACK

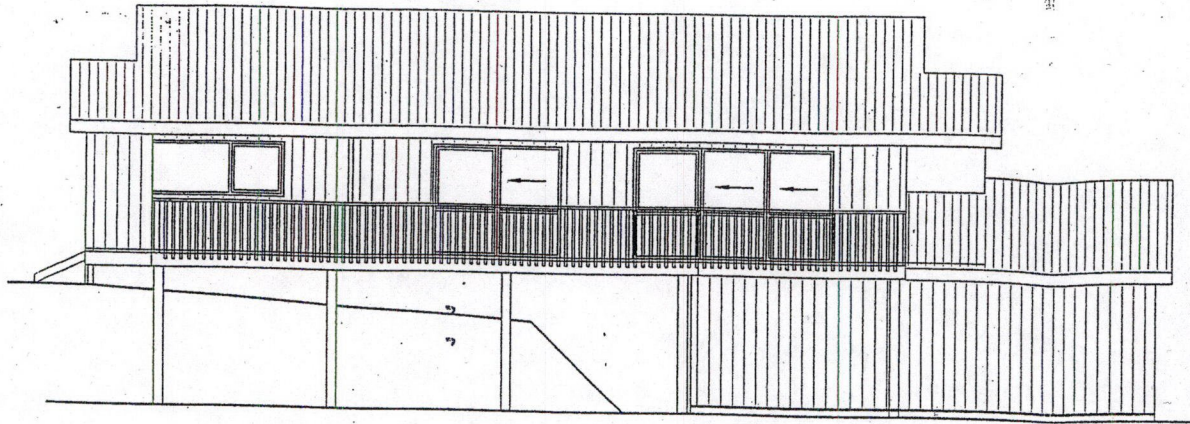
potential unshale ground

Approx. Psn. of Retaining wall

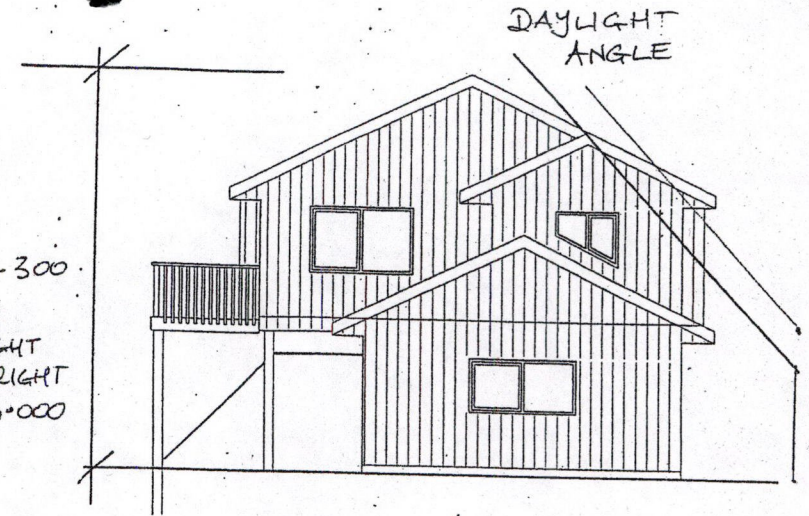
Slip zone

Track



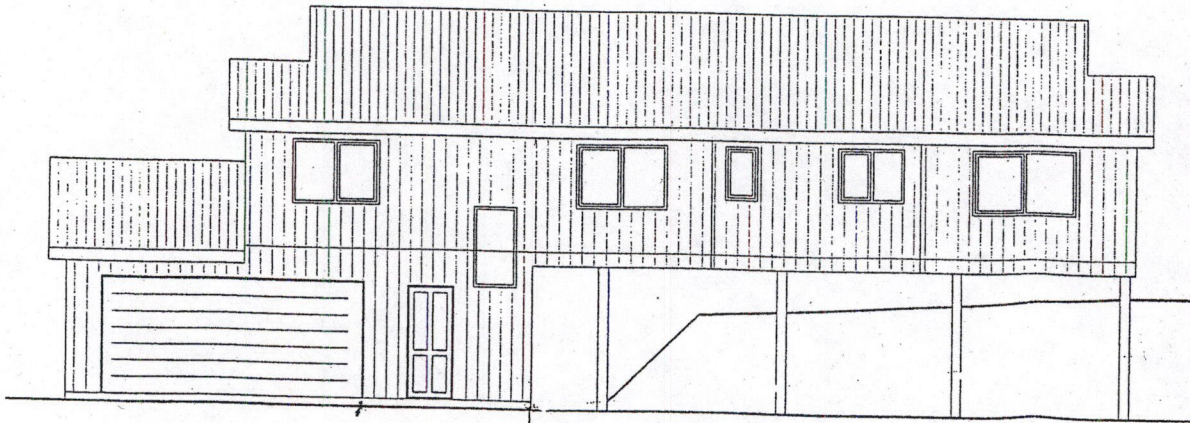


elevation 01



7-300
MAX
HEIGHT
BY RIGHT
IS 6-000

elevation 02

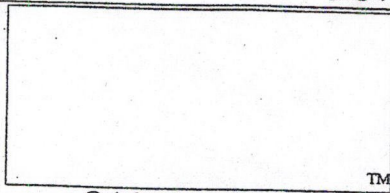


elevation 03

APPROVED PLAN

PLANNER 

RC 7030252 Date 25/10/02



sketch proposal for andy & jenny nesbit
at ross street
opua

drawn sed	scale 1 : 100	sheet
date 03.09.02	revision	of job no.