

# Application for resource consent or fast-track resource consent

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

## 1. Pre-Lodgement Meeting

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

## 2. Type of Consent being applied for

(more than one circle can be ticked):

- |  |  |
|--|--|
| <input checked="" type="radio"/> <b>Land Use</b>   | <input type="radio"/> <b>Discharge</b>                           |
| <input type="radio"/> <b>Fast Track Land Use*</b>  | <input type="radio"/> <b>Change of Consent Notice (s.221(3))</b> |
| <input type="radio"/> <b>Subdivision</b>   | <input type="radio"/> <b>Extension of time (s.125)</b>           |
| <input type="radio"/> <b>Consent under National Environmental Standard</b><br>(e.g. Assessing and Managing Contaminants in Soil) |  |
| <input type="radio"/> <b>Other (please specify)</b> _____  |  |

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

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

☐ **Yes** ☒ **No**

## 4. Consultation

Have you consulted with Iwi/Hapū? ☐ **Yes** ☒ **No**

If yes, which groups have you consulted with?

Who else have you consulted with?

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

## 5. Applicant Details

**Name/s:**

Jason Pitkeathly and Monique Esplin

**Email:**

**Phone number:**

**Postal address:**

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

## 6. Address for Correspondence

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

**Name/s:**

Logiplan Limited C/- Nina Pivac

**Email:**

**Phone number:**

**Postal address:**

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

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

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

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

**Name/s:**

Jason Pitkeathly and Monique Esplin

**Property Address/  
Location:**



## 8. Application Site Details

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

**Name/s:**

Jason Pitkeathly and Monique Esplin

**Site Address/  
Location:**

**Legal Description:**

**Certificate of title:**

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

### Site visit requirements:

Is there a locked gate or security system restricting access by Council staff?

☐ Yes ☒ No

Is there a dog on the property? ☐ Yes ☒ No

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

## 9. Description of the Proposal:

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

Proposed new single-use dwelling, consisting of two-storeys split into two pavillions set along the site's contours, mitigating the perceived bulk of the building.

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

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

☐ Yes ☒ No

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

(more than one circle can be ticked):

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

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

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

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

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

- |  |  |
|--|--|
| <input type="radio"/> <b>Subdividing land</b>                    | <input type="radio"/> <b>Disturbing, removing or sampling soil</b>       |
| <input type="radio"/> <b>Changing the use of a piece of land</b> | <input type="radio"/> <b>Removing or replacing a fuel storage system</b> |

## 13. Assessment of Environmental Effects:

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

Your AEE is attached to this application ☒ Yes

## 13. Draft Conditions:

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

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



## 14. Billing Details:

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

**Name/s:** (please write in full) Jason Pitkeathly

**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)

JASON PITKEATHLY

**Signature:**

(signature of bill payer)

**Date**

11/08/25

**MANDATORY**

## 15. Important Information:

### Note to applicant

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

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

### Fast-track application

Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement. A fast-track application may cease to be a fast-track 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](http://www.fndc.govt.nz). These details are collected to inform the general public and community groups about all consents which have been issued through the Far North District Council.



### 15. Important information continued...

#### Declaration

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

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

JASON PITKEATHLY

**Signature:**

[Redacted Signature]

**Date** 11/8/25

A signature [Redacted] or by electronic means

**Nina Pivac**

[Redacted]

#### Checklist (please tick if information is provided)

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

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





## **LANDUSE RESOURCE CONSENT APPLICATION**

59A TASMAN HEIGHTS, AHIPARA

LOT 1 DP 431537

### **ASSESSMENT OF ENVIRONMENTAL EFFECTS**

PREPARED FOR:

JASON PITKEATHLY & MONIQUE ESPLIN

20 August 2025

REV A



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### **Appendices:**

- Appendix A – Site, Floor & Elevation Plans**
- Appendix B – Certificate of Title & Interests**
- Appendix C – Site Suitability Report**
- Appendix D – Written Approval**



## 1.0 THE APPLICANT AND PROPERTY DETAILS

<b>To:</b>	Far North District Council
<b>Site address:</b>	59A Tasman Heights, Ahipara
<b>Applicant's name:</b>	Jason Pitkeathly & Monique Esplin
<b>Address for service:</b>	Logiplan Limited Attn: Nina Pivac 50-64 Commerce Street Kaitaia 0410
<b>Legal description:</b>	Lot 1 DP 431537 (subject site) Lot 3 DP 182581 (1/6 share in JOAL) Lot 4 DP 108257 (1/18 share in JOAL)
<b>Site area:</b>	Lot 1 DP 431537 - 970m2 Lot 3 DP 182581 – 62m2 Lot 4 DP 108257 – 2264m2
<b>Site owner:</b>	Jason Pitkeathly & Monique Esplin
<b>Operative District Plan (ODP) zoning:</b>	Residential Zone
<b>Operative District Plan overlays/resource areas:</b>	Partial Outstanding Landscape Partial Outstanding Landscape Feature (ID 16 – Whangatauataia Pa)
<b>Proposed District Plan (PDP) zoning:</b>	General Residential Zone
<b>Proposed District Plan overlays/resource areas:</b>	Treaty Settlement Area of Interest
<b>Brief description of proposal:</b>	To construct a 165m2 dwelling in the Residential Zone breaching the following rules:  7.6.5.1.5 Sunlight 12.1.6.1.1 Protection of Outstanding Landscape Features 12.1.6.1.4 Excavation and/or Filling within an Outstanding Landscape 12.1.6.1.5 Buildings within Outstanding Landscapes 12.1.6.3.2 Buildings within Outstanding Landscape Features 12.3.6.1.3 Excavation and/or Filling in the [Residential Zone]
<b>Summary of reasons for consent:</b>	Overall, the proposal has been assessed as a <b>Discretionary Activity</b>

We attach an assessment of environmental effects that corresponds with the scale and significance of the effects that the proposed activity may have on the environment.

### AUTHOR



**Nina Pivac**

Director | BAppSC | PGDipPlan | Assoc. NZPI

**Date: 20 August 2025**

Landuse Application:

J Pitkeathly & M Esplin – 59A Tasman Heights

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## 2.0 PROPOSAL

The applicants, Jason Pitkeathly and Monique Esplin, propose to construct a 165m<sup>2</sup> split-level dwelling plus a basement garage in the Residential Zone, with part of the subject site being identified as Outstanding Landscape and Outstanding Landscape Feature.

Resource consent is required under the following rules:

- 7.6.5.1.5 Sunlight
- 12.1.6.1.1 Protection of Outstanding Landscape Features
- 12.1.6.1.4 Excavation and/or Filling within an Outstanding Landscape
- 12.1.6.1.5 Buildings within Outstanding Landscapes
- 12.1.6.3.2 Buildings within Outstanding Landscape Features
- 12.3.6.1.3 Excavation and/or Filling in the [Residential Zone]

### **Previous Council Approvals**

It should be noted that previous Council approvals have been granted for residential development on the subject site. However, none of the approvals have yet been implemented. These approvals include:

#### *2300357-RMALUC*

Landuse resource consent to construct a 95m<sup>2</sup> dwelling plus basement garage.

#### *3001424-LGAEWK*

Earthworks permit to create building platform, garden area and driveway.

#### *EBC-2020-12043/0*

Building consent to construct two-storey dwelling with basement garage.

#### *EBC-2020-11183/0*

Building consent to construct three-bedroom dwelling and garage.

#### *2070437-RMASUB*

While not a landuse or building consent, this subdivision allowed for the creation of two residential allotments (including the subject site) where future residential development was clearly anticipated.

This application essentially seeks to renew application 2300357-RMALUC, with some design changes.

The following Assessment of Environmental Effects (AEE) has been prepared in accordance with the requirements of Section 88 of and Schedule 4 of the Resource Management Act 1991 (the Act) and is intended to provide the information necessary for a full understanding of the activity for which consent is sought and any actual or potential effects the proposal may have on the environment.



### 3.0 SITE CONTEXT

The subject site is situated at 59A Tasman Heights Ahipara and is legally described as Lot 1 DP 431537 with an area of 970m<sup>2</sup>. The site also has a 1/18 share of Lot 4 DP 108257 and 1/6 share of Lot 3 DP 182581 which are jointly-owned access lots (JOAL). A copy of the relevant certificate of title and interests are attached as **Appendix B**.



**Figure 1: Map showing subject site and surrounds (Premise)**

The subject site is subject to Consent Notices D348049.5 and D8631701.2 with the following relevant conditions:

**Consent Notice D348049.5**

*No building shall be erected on Lot 1 or 2 on the Plan without the prior approval of the Council of specific designs for foundations prepared by a Registered Engineer with geotechnical expertise.*

This consent notice is no longer applicable as the site has since been subdivided with the consent notice below now covering the requirement for a geotechnical report.

**Consent Notice 631701.2**

- *If during the course of undertaking site works there is a discovery made of any archaeological find on that portion of the site should cease and NZ Historic Places Trust and local iwi contacted.*
- *A stormwater retention tank with an attenuated outflow is required.*
- *A Geotechnical report and foundation design is to submitted with the Building consent application.*
- *Each dwelling shall have a roof water collection system with a minimum storage of 45,000L.*

The proposal is able to comply with all of the above consent notice conditions.

The subject site is zoned Residential under the ODP, with part of the site being identified as an Outstanding Landscape and Outstanding Landscape Feature described as “Escarpment Cone Area Overlooking Ahipara”.

Under the PDP, the site is zoned General Residential and is subject to the Treaty Settlement Area of Interest overlay.

In terms of existing built development, the subject site is currently vacant. However, as noted earlier the subject site is subject to a number of previous Council approvals which all anticipated future residential development.

All necessary roading and service infrastructure was installed as part of subdivision 2070437-RMASUB.

The topography of the site is relatively steep, with the site sloping downwards from the south to the north. Such topography is typical of the immediate surrounding environment which is also largely characterised by medium-density residential development.

Adjacent properties are similarly zoned Residential. Council reticulated services including sewer are available to the site.

NZAA has not mapped any archaeological sites within the subject site.

The site is covered in grass and does not contain any areas of significant indigenous vegetation or fauna.

## 4.0 DISTRICT PLAN RULES ASSESSMENT

### LANDUSE:

An assessment of all relevant landuse provisions has been undertaken as follows:

Residential Zone	Relevant Standards	Compliance
7.6.5.1.1 RELOCATED BUILDINGS	Buildings are permitted activities provided that they comply with all the standards for permitted activities in the Plan, and further provided that where the building is a relocated building all work required to reinstate the exterior including painting and repair of joinery shall be completed within six months of the building being delivered to the site. Reinstatement work is to include connections to all infrastructure services and closing in and ventilation of the foundations.	The proposed dwellings will be constructed on site.  <b>Permitted</b>
7.6.5.1.2 RESIDENTIAL INTENSITY	Permitted: Sewered: one unit per 600m2 Unsewered: 3000m2	The proposal will result in one dwelling on site.  <b>Permitted Activity</b>

Residential Zone	Relevant Standards	Compliance
7.6.5.1.4 BUILDING HEIGHT	Maximum building height of 8m	The proposed dwelling will be less than 8m in height.  <b>Permitted</b>
7.6.5.1.5 SUNLIGHT	2m + 45 degree recession plane	Part of the dwelling will encroach the recession plane on the western boundary. Written approval has been obtained from the affected neighbour.  <b>Restricted Discretionary Activity</b>
7.6.5.1.6 STORMWATER MANAGEMENT	Maximum impermeable surface area of 50%	Total impermeable surfaces equate to 386.28m <sup>2</sup> (39.82%) which falls well within the permitted threshold.  <b>Permitted</b>
7.6.5.1.7 SET BACK FROM BOUNDARIES	3m from road boundary, 1.2m from all other boundaries (except no setback is required for a total length of 10m of any building).	As per the attached site plans, the proposed dwellings will comply with all setback requirements.  <b>Permitted</b>
7.6.5.1.11 TRANSPORTATION	Access to be constructed to Council's Engineering Standards.  Adequate manoeuvring area and one onsite parking space is required for each unit (pensioner housing).	The internal accessways has been designed to comply with Council's Engineering Standards. One parking space per unit will be provided.  <b>Permitted</b>
7.6.5.1.17 BUILDING COVERAGE	Maximum building coverage of 45%	Total building coverage equates to 241.54m <sup>2</sup> (24.9%) which falls well within the permitted threshold.  <b>Permitted</b>

District-Wide Provisions	Relevant Standards	Compliance
12.1.6.1.1 PROTECTION OF OUTSTANDING LANDSCAPE FEATURES	<ul style="list-style-type: none"> <li>(a) no tree planting consisting of more than 50 trees of a single species shall occur on any site in an Outstanding Landscape Feature;</li> <li>(b) above ground utility services shall not be located on or within an Outstanding Landscape Feature as listed in Appendix 1B in Part 4, and shown on the Resource Maps;</li> <li>(c) excavation and/or filling shall not occur within an Outstanding Landscape Feature;</li> <li>(d) no vegetation clearance shall occur within an Outstanding Landscape Feature as listed in Appendix 1B in Part 4, and shown on the Resource Maps, except that the clearance of pest plants where</li> </ul>	The proposal involves earthworks within an outstanding landscape feature.  <b>Discretionary Activity</b>

District-Wide Provisions	Relevant Standards	Compliance
	the clearance does not involve disturbance of the ground surface, is permitted.	
12.1.6.1.4 EXCAVATION AND/OR FILLING WITHIN AN OUTSTANDING LANDSCAPE	<p>Permitted provided that:</p> <ul style="list-style-type: none"> <li>(a) it does not exceed 300m<sup>3</sup> in any 12 month period per site; and</li> <li>(b) it does not involve a cut and/or filled face exceeding 1.5m in height i.e. the maximum permitted cut and/or fill height may be 3m; and</li> <li>(c) any cut or fill areas that will be visible from a viewing point on a public road, public reserve, coastal marine area or the foreshore shall be stabilised using mulch, hydroseeding, or other rapid effective stabilisation technique.</li> </ul> <p>All other cut and fill areas will be revegetated as soon as practicable in the spring or autumn immediately following construction.</p>	<p>Total cut/fill volumes equate to 415.61m<sup>3</sup> with a maximum cut face height of 2.788m.</p> <p><b>Discretionary Activity</b></p>
12.1.6.1.5 BUILDINGS WITHIN OUTSTANDING LANDSCAPES	<p>Permitted provided that:</p> <ul style="list-style-type: none"> <li>(a) where the zoning of the building platform is General Coastal any new building(s) not for human habitation provided that the gross floor area of any new building or buildings permitted under this rule, does not exceed 25m<sup>2</sup>; and;</li> <li>(b) where that building will be visible from a viewing point on a public road, public reserve, coastal marine area or the foreshore that is within 500m of that building, the exterior is coloured within the BS5252 standard colour palette range with a reflectance value of 30% or less or is constructed of natural materials which fall within this range; or</li> </ul>	<p>Natural materials will be used and will be within the BS5252 range with low LRV values. The proposed building will be slightly visible from public areas within 2km of the subject site. The GFA will exceed 25m<sup>2</sup>.</p> <p><b>Restricted Discretionary Activity</b></p>



District-Wide Provisions	Relevant Standards	Compliance
	<p>(c) any alteration/addition to an existing building where: i. the alteration/addition does not exceed 25m<sup>2</sup> in area or does not exceed 20% of the gross floor area of the existing building which is being altered or added to, whichever is the lesser; and ii. the alteration/addition does not exceed the height of the existing building.</p> <p>(d) where the building site is not in the General Coastal Zone construction of one residential dwelling per site, provided that the building is not visible from a public viewing point on a public road, public reserve, or the foreshore that is within 2km of the site;</p> <p>(e) where the building site is not in the General Coastal Zone any new building, including relocated buildings, with a gross floor area of less than 25m<sup>2</sup>.</p>	
12.1.6.3.2 BUILDINGS WITHIN OUTSTANDING LANDSCAPE FEATURES	Any new building, or any alteration or extension to an existing building, in an Outstanding Landscape Feature, as listed in Appendix 1B and shown on the Resource Maps is a discretionary activity.	<b>Discretionary Activity</b>
12.3.6.1.3 EXCAVATION AND/OR FILLING, EXCLUDING MINING AND QUARRYING, IN THE RESIDENTIAL, INDUSTRIAL, HORTICULTURAL PROCESSING, COASTAL RESIDENTIAL AND RUSSELL TOWNSHIP ZONES	<p>Excavation and/or filling, excluding mining and quarrying, on any site in the Residential Zone is permitted, provided that:</p> <p>(a) it does not exceed 200m<sup>3</sup> in any 12 month period per site; and</p> <p>(b) it does not involve a cut or filled face exceeding 1.5m in height i.e. the maximum permitted cut and fill height may be 3m.</p>	<p>Total cut/fill volumes equate to 415.61m<sup>3</sup> with a maximum cut face height of 2.788m.</p> <p><b>Discretionary Activity</b></p>

Overall, the proposal requires resource consent as a **Discretionary Activity** under the Far North District Plan.

## 5.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

The relevant assessment criteria has been addressed below:

### SUNLIGHT


As per the plans provided with the application, a small part of the proposed building encroaches the 45-degree recession plane as measured from the western boundary. The affected neighbour, being the owners of Lot 2 DP 431537 (Abundance NZ Limited), have provided their written approval as per **Appendix D**. Any potential adverse effects on this party can therefore be disregarded.



Figure 2: Elevation plan showing extent of HIRB infringement (Arkhe)

### PROTECTION OF OUTSTANDING LANDSCAPE FEATURES, BUILDINGS WITHIN OUTSTANDING LANDSCAPE FEATURES AND WITHIN OUTSTANDING LANDSCAPES

12.1.7 Assessment Criteria	Comment
(a) the rarity of the landscape, landscape features or natural features;	<p>The subject site is located in the Residential Zone, and is also within an Outstanding Landscape Feature described as 'Escarpment Cone Area Overlooking Ahipara' on map number 24 of the District Plan.</p> <p>The subject site is located at the very base of the outstanding landscape feature area, in an area that is already highly modified by residential development. With 100% grass cover and no indigenous vegetation, the subject site is considered to have little to no landscape value. This notion is supported by the fact that the NRC Regional Policy Statement maps do not show the subject site as containing any landscape value. Previous Council approvals also anticipate future residential development on the subject site, with all services and infrastructure already provided.</p> <p>With the exception of telecommunications aerials on the ridge of the mountain, the upper portion of Whangatautia is not</p>

12.1.7 Assessment Criteria	Comment
	<p>developed and is considered to have the most landscape value. However, the proposed development is located outside of this extent.</p>
<p>(b) the visibility of outstanding landscapes, outstanding landscape features or outstanding natural features;</p>	<p>Owing to the topography of the site where the hill slopes downward from the south to the CMA, existing residential development in the vicinity, accompanied by well-established landscaping on neighbouring properties, the subject site is barely visible from public vantage points. See below image showing view from the Ahipara Bay CMA. It is noted that there is a also large mature tree that completely screens the property when viewed from the north. The proposed dwelling will be tucked behind this tree.</p> <p>As mentioned above, the current ground cover is 100% grass and is considered to have no landscape value in comparison to the upper portion of Whangatautia. All areas exposed by earthworks that are not covered by buildings will either be re-grassed or landscaped, which will enhance the amenity value once established.</p> 
<p>(c) the aesthetic, heritage, cultural and natural values of the outstanding landscapes and natural features;</p>	<p>As mentioned above, the subject site is considered to have little to no natural or aesthetic value as it is completely covered in grass and contains no indigenous vegetation. Nonetheless, the proposed building has been carefully designed to be sympathetic towards the natural environment and surrounding landscapes.</p> <p>Design features include a split-level design to blend in with the contour of the site; and external vertical cladding in JSC Taiga timber weatherboards, with semi-transparent wood oils, giving the timber a natural/patina look. The exact colour scheme of the roof and aluminium joinery has not been selected as yet. However, the colour scheme will be within the BS5252 standard colour palette range with a reflectance value of 30% or less. Landscaping design has also not been finalised. While the</p>

12.1.7 Assessment Criteria	Comment
	<p>applicant intends to enhance amenity values of the site through landscaping and careful colour selection, it is respectfully requested that the proposed colour scheme and a landscaping plan is to be submitted at a later stage via consent conditions.</p> <p>In terms of heritage and cultural values, the site does not contain any registered heritage or archaeological sites, as was concluded by the original subdivision (ref. 2070437-RMASUB) and subsequent landuse applications (which have not been implemented) including 2300357-RMALUC and 3001424-LGAEWK. The applicant accepts that a condition may be imposed requiring the ADP to be implemented.</p>
(d) the elements which make up the distinctive character of the outstanding landscape or outstanding landscape features;	<p>The subject site is located at the very base of the outstanding landscape feature area, in an area that is already highly modified by residential development. With 100% grass cover and no indigenous vegetation, the subject site is considered to have little to no landscape value. This notion is supported by the fact that the NRC Regional Policy Statement maps do not show the subject site as containing any landscape value. Previous Council approvals also anticipate future residential development on the subject site, with all services and infrastructure already provided.</p> <p>With the exception of telecommunications aerials on the ridge of the mountain, the upper portion of Whangatautia is not developed and is considered to have the most landscape value. However, the proposed development is located outside of this extent.</p>
(e) the extent of visible change to the landscape which may result from an activity;	<p>The subject title is zoned Residential, and was clearly created for future residential development as per previous Council approvals. All necessary services and infrastructure have already been installed including sewer and access to the boundary. The proposed development will result in a split-level dwelling on the hillside which is entirely consistent with existing development patterns in the immediate vicinity. The dwelling has been carefully designed so as to be sympathetic towards the surrounding landscape, and to be consistent with existing housing designs in the area. The site is not located on a ridgeline and is not visually dominant. The proposed natural and recessive colour scheme will provide visual mitigation within the residential landscape.</p>
(f) the extent to which adverse effects may be mitigated through screening or other means;	<p>As previously noted, the subject site is effectively screened by existing built development in the immediate vicinity and well-established landscaping on neighbouring properties. While the applicant intends to provide landscaping, it is requested that a landscape plan is provided at a later stage via consent condition.</p>
(g) the degree of visual intrusion in the landscape;	<p>Earthworks are required to create a suitable building platform allowing the split-level dwelling to be set into the hillside without visual intrusion. The natural and recessive colour scheme will also</p>



<b>12.1.7 Assessment Criteria</b>	<b>Comment</b>
	assist in blending the proposed development into the surrounding landscape.
(h) the siting of the activity in relation to ridgelines or natural landscape features;	The subject site is not located on or near a ridgeline as it is located on the lower portion of the mountain/natural landscape feature.
(i) the design of any building, structure, landform or any development;	<p>The proposed dwelling has been carefully designed to be sympathetic towards the natural environment and surrounding landscapes.</p> <p>Design features include a split-level design to blend in with the contour of the site; and external vertical cladding in JSC Taiga timber weatherboards, with semi-transparent wood oils, giving the timber a natural/patina look. The exact colour scheme of the roof and aluminium joinery has not been selected as yet. However, the colour scheme will be within the BS5252 standard colour palette range with a reflectance value of 30% or less. Landscaping design has also not been finalised. While the applicant intends to enhance amenity values of the site through landscaping and careful colour selection, it is respectfully requested that the proposed colour scheme and a landscaping plan is to be submitted at a later stage via consent conditions.</p>
(j) the location and design of vehicle access, manoeuvring and parking spaces;	<p>The proposed vehicle access, manoeuvring and parking spaces have been carefully designed taking into consideration site-specific constraints including the sloping contour and limited land area, in accordance with Council's Engineering Standards.</p> <p>The internal driveway extends from an existing ROW off Tasman Heights, with a vehicle turntable at the top of the driveway to enable easy entry and exit from the double basement garage.</p>
(k) the potential for more than minor adverse effects on the outstanding natural feature as a result of the proposed activity;	<p>The subject site is a residential allotment located in the Residential Zone.</p> <p>The subject site is located at the very base of the outstanding landscape feature area, in an area that is already highly modified by residential development. With 100% grass cover and no indigenous vegetation, the subject site is considered to have little to no landscape value. This notion is supported by the fact that the NRC Regional Policy Statement maps do not show the subject site as containing any landscape value. Previous Council approvals also anticipate future residential development on the subject site, with all services and infrastructure already provided.</p>
(l) the extent to which the activity will protect and/or enhance the outstanding natural feature or landscape;	As above.

<b>12.1.7 Assessment Criteria</b>	<b>Comment</b>
(m) the extent to which the activity may adversely affect ecological values of indigenous flora and fauna;	It is not considered that the new proposed dwelling will adversely affect the ecological values of indigenous flora and fauna in the area. The site currently only has vegetation coverage of grass. The site is setback at least 100m down-slope from the nearest area of indigenous vegetation located on the upper portion of Whangatauatia.
(n) provisions for the permanent legal protection of the Outstanding Landscape, Outstanding Landscape Feature or Outstanding Natural Feature;	<p>The subject site is a residential allotment located in the Residential Zone.</p> <p>The subject site is located at the very base of the outstanding landscape feature area, in an area that is already highly modified by residential development. With 100% grass cover and no indigenous vegetation, the subject site is considered to have little to no landscape value. This notion is supported by the fact that the NRC Regional Policy Statement maps do not show the subject site as containing any landscape value. Previous Council approvals also anticipate future residential development on the subject site, with all services and infrastructure already provided.</p>
(o) the environmental effect of the increase in residential intensity and/or the extra lots in relation to the benefits of achieving permanent legal protection of an Outstanding Landscape, Outstanding Landscape Feature or Outstanding Natural Feature;	Not applicable. The site is vacant and zoned for residential development.
(p) the extent to which an application proposes revegetation and/or enhancement of the Outstanding Landscape, Outstanding Landscape Feature, or Outstanding Natural Feature, and the measures to secure the long term sustainability of the revegetation and/or enhancement;	The applicants intend to undertake landscaping after construction has been completed when the site is better understood. On this basis, it is respectfully requested that a landscape plan is submitted to Council for approval as a condition of consent.
(q) the characteristics of the application site, including its size, shape and topography;	Similar to surrounding properties in the Ahipara foreshore area, the proposed development will be set into a hillside. The proposed building platform and split-level design will assist in blending built development into the surrounding landscape. In addition to the contour, the subject site has other constraints including limited land area. However, built development will be to a scale similar to surrounding properties.
(r) the effectiveness of any proposed pest control programme;	Not applicable.
(s) the relationship of people and communities with outstanding landscapes, outstanding landscape	It is considered that the upper portion fo Whangatauatia has aesthetic, heritage, cultural, and natural value to the local Ahipara community. However, the proposed development is located outside of this extent, and is on a site zoned Residential. It is considered that the proposal is visually consistent with

<b>12.1.7 Assessment Criteria</b>	<b>Comment</b>
features and outstanding natural features.	surrounding development patterns and is not located in a visually dominant location.

## EARTHWORKS

As mentioned earlier in the report, the proposed development requires earthworks to establish a suitable building platform. The total cut/fill volume equates to 415.6m<sup>3</sup> with a cut face in excess of 1.5m. It should be noted that the proposed earthworks volumes are less than that provided for by a previously approved resource consent application in 2023, Council reference 2300357-RMALUC. This forms a permitted baseline that can usefully be applied to the situation.

A Site Suitability Report has been prepared by T & A Structures in support of the application, as per **Appendix C**.

<b>12.3.6.1.3 Assessment Criteria</b>	<b>Comment</b>
(a) the degree to which the activity may cause or exacerbate erosion and/or other natural hazards on the site or in the vicinity of the site, particularly lakes, rivers, wetlands and the coastline;	The subject site is located on a hillside which is a typical characteristic of the Ahipara foreshore residential area. There are no signs of slippage within the subject site nor the surrounding environment. The Site Suitability Report prepared by T&A Structures concludes that the proposed development will not exacerbate erosion and/or other natural hazards on the site or in the vicinity.
b) any effects on the life supporting capacity of the soil;	The site is not known to contain highly versatile soils.
(c) any adverse effects on stormwater flow within the site, and stormwater flow to or from other properties in the vicinity of the site including public roads;	Earthworks will be undertaken in accordance with GD2016/005 whereby earthworks will not take place during periods of heavy rainfall. Stockpiles will be covered. Silt fences will be erected for silt and sedimentation control.
(d) any reduction in water quality;	The subject site is not located near any waterways. The CMA is located at least 250m from the CMA. With silt and sedimentation erosion controls in place, it is anticipated that the proposed earthworks will not adversely affect water quality.
(e) any loss of visual amenity or loss of natural character of the coastal environment;	The proposal will avoid and/or minimise loss of visual amenity or loss of natural character due to the cutfaces being covered by retaining walls or excavated areas covered by the building and grass/landscaping. The earthworks are not considered to be highly visible from the road frontage or neighbouring properties.
(f) effects on Outstanding Landscape Features and Outstanding Natural Features (refer to Appendices 1A and 1B in Part 4, and Resource Maps);	As discussed earlier, the subject site is entirely covered in grass with no indigenous vegetation. On this basis, it is considered that the site has little to no natural or amenity value. The proposed earthworks are required to create a suitable building platform, which is consistent with existing development patterns on the surrounding hillside. Any exposed areas that are not covered by buildings will be re-grassed or landscaped.

(g) the extent to which the activity may adversely affect areas of significant indigenous vegetation or significant habitats of indigenous fauna;	The site does not contain any such features.
(h) the extent to which the activity may adversely affect heritage resources, especially archaeological sites;	The site does not contain any such features, as concluded in previous Council approvals including the original subdivision that created the subject site and subsequent landuse approvals (which have not been implemented).
(i) the extent to which the activity may adversely affect the cultural and spiritual values of Maori, especially Sites of Cultural Significance to Maori and waahi tapu (as listed in Appendix 1F in Part 4, and shown on the Resource Maps);	Previous Council approvals, including the original subdivision ref. 2070437-RMASUB and subsequent landuse application 2300357-RMALUC, acknowledge that the subject site is anticipated for future residential development and that any adverse effects on cultural values will be less than minor. The site does not contain any registered heritage, archaeological or cultural sites (while the upper portion of Whangatautia does). Nonetheless, the applicant accepts that a consent condition will be imposed requiring the ADP to be implemented.
(j) any cumulative adverse effects on the environment arising from the activity;	The subject site is located within the Residential Zone where such residential development is anticipated. The immediate surrounding environment is largely characterised by medium-density residential development. On this basis, the proposal will not result in any cumulative adverse effects on the environment.
(k) the effectiveness of any proposals to avoid, remedy or mitigate any adverse effects arising from the activity;	The bulk and scale of the proposed development is considered to be consistent with existing development patterns in the surrounding environment. The report by T & A Structures confirms that the land is suitable for the proposed house development subject to the recommendations included in the report. It is anticipated a condition of consent will be imposed for the proposal to be completed in accordance with this report.
(l) the ability to monitor the activity and to take remedial action if necessary;	<p>The earthworks will be completed in accordance with the recommendations within Site Suitability Report from T&amp;A Structures and GD05. The proposed earthworks will be carried out within the drier months, when less rain is predicted and therefore the soils will not be impacted by the wet weather.</p> <p>Silt and sedimentation control measures will also be implemented as shown in the plans. These include silt fences installed downslope from the excavation site.</p> <p>On the basis of the above, it is considered the measures stated will adequately mitigate any potential adverse effects on the environment.</p>



## 6.0 STATUTORY CONSIDERATIONS

### **NES CONTAMINATED SOILS (NESCS)**

All applications that involve subdivision, or an activity that changes the use of a piece of land, or earthworks are subject to the provisions of the NESCS. The regulation sets out the requirements for considering the potential for soil contamination, based on the HAIL (Hazardous Activities and Industries List) and the risk that this may pose to human health as a result of the proposed land use.

Based on a search of Council records and historic aerial images, there is no evidence to suggest that a HAIL activity has been undertaken on the subject site. Therefore, no further assessment is required under the NES Contaminated Soils.

### **NES FRESHWATER (NESFW)**

A review of aerial images, including NRC's wetland maps, reveal no evidence to suggest that there are any wet areas that may be subject to the NES Freshwater provisions. Therefore, no further assessment is required under the NES Freshwater.

### **NATIONAL POLICY STATEMENT FOR HIGHLY PRODUCTIVE LAND (NPSHPL)**

As the site is zoned Residential, the NPSHPL is not applicable in this instance.

### **NATIONAL POLICY STATEMENT FOR INDIGENOUS BIODIVERSITY (NPS-IB)**

As discussed earlier in the report, the subject site does not contain any significant areas of indigenous vegetation or habitats of indigenous fauna. The NPS-IB is therefore not relevant to this application.

### **NEW ZEALAND COASTAL POLICY STATEMENT (NZCPS)**

The subject site is located within the coastal environment as mapped by NRC.

The proposal is considered to be consistent with the objectives and policies of the NZCPS as the proposal does not adversely impact on the integrity, form, functioning or resilience of the coastal environment. Mitigation measures have been incorporated into the design of the dwelling to achieve minimal interference with the coastal environment.

The development is considered to be consistent with the New Zealand Coastal Policy Statement, particularly:

- Objective 2: Preserving the natural character of the coastal environment
- Objective 6: Enabling people and communities to provide for their social, economic and cultural wellbeing

The proposal includes the use of natural and recessive colours to mitigate potential visual effects of the buildings within the coastal environment and the coastal landscape. The proposal is consistent with the character and residential landscape of the coastal community of Ahipara.

The proposal allows for ample open space for the use and enjoyment of residents. The coastline will not be restricted by this proposal, and the natural character and amenity of the area will be preserved. The proposal is considered to result in positive economic effects by providing employment through the construction phase of the building, while creating less than minor effects on the residential/coastal character of the locality.

The proposed activity is consistent with the objectives and policies of the New Zealand Coastal Policy Statement as the proposed dwelling is in keeping with the existing development in the surrounding area. The dwelling will be finished in recessive colours, which will allow the structure to blend into the landscape.

## **OPERATIVE FAR NORTH DISTRICT PLAN**

Relevant ODP objectives and policies are those contained within the following chapters:

- Urban Environment
- Residential Zone
- Natural and Physical Resources
- Soils and Minerals

Given the proposed development does not infringe any provisions within the Urban Environment and Residential Zone, it is considered that the proposal is entirely consistent with those chapters.

In terms of the Natural and Physical Resources chapter, the relevant rule infringements are considered to be more technical than an actual issue as the subject site has not been mapped by NRC as containing any outstanding landscape features or outstanding natural landscapes. NRC maps are known to be more up to date and relevant than Far North Maps where they relate to natural and physical resources. On this basis, it is considered that the proposal is considered to be consistent with the objectives and policies of the Natural and Physical Resources chapter.

Chapter 12 also outlines the objectives and policies relating to Soils and Minerals. The most relevant objectives to the proposal are 12.3.3.1 to 12.3.3.3, and policies 12.3.4.1 to 12.3.4.10. Based on the assessment of environmental effects above, it is considered that the proposal is consistent with the relevant objectives and policies for the following reasons:

- The site is zoned Residential and is therefore anticipated for residential development. This is further supported by previous Council approvals which also provides for residential development including the original subdivision application and subsequent land use resource consent applications which involved similar rule breaches but have not yet been implemented (i.e. will be replaced by this application).
- Proposed earthworks volumes are less than that provided for by 2300357-RMALUC which forms a permitted baseline that could usefully be applied to the situation.
- The site does not contain versatile soils.

- Adequate silt and sedimentation controls will be implemented including the installation of silt fences downslope from the construction site, undertaking earthworks during periods of dry weather, covering stock piles outside of construction hours, and implementing the ADP.
- Proposed earthworks are supported by a site suitability report prepared by T&A Structures who is suitably qualified engineer and is a CPEng.

## **PROPOSED FAR NORTH DISTRICT PLAN**

As of Monday 4 September 2023, the further submission period on the PDP has closed. However, Council are yet to make a decision on submissions made and publicly notify this decision. Therefore, the application shall only 'have regard to' the relevant objectives and policies in the PDP unless there are relevant rules with immediate legal effect.

Relevant objectives and policies in the PDP are contained within the General Residential Zone Chapters. Based on the AEE, it is considered that the proposal is largely consistent with the anticipated outcome of the relevant objectives and policies, particularly the following:

- GRZ-01 to GRZ-06
- GRZ-P1 to GRZ-P8
- EW-01 to EW-03
- EW-P1 to EW-P8

The only relevant PDP provisions with immediate legal effect are those relating to earthworks, specifically EW-R12 and EW-R12. As per the assessment of environmental effects above, the proposal is able to comply with these provisions.

## **7.0 LIMITED NOTIFICATION ASSESSMENT**

### **Step 1: Certain affected protected customary rights groups must be notified**

Step 1 requires limited notification where there are any affected protected customary rights groups or customary marine title groups, or affected persons under a statutory acknowledgement affecting the land.

The above does not apply to this land.

### **Step 2: If not required by step 1, limited notification precluded in certain circumstances**

Step 2 describes that limited notification is precluded where all applicable rules and NES preclude limited notification; or the application is for a controlled activity (other than the subdivision of land) or a prescribed activity under section 360H(1)(a)(ii).

The above does not apply to the proposal, and therefore limited notification is not precluded.



### **Step 3: If not precluded by step 2, certain other affected persons must be notified**

Step 3 requires that where limited notification is not precluded under step 2 above, a determination must be made as to whether any of the following persons are affected persons:

- In the case of a boundary activity, an owner of an allotment with an infringed boundary;
- In the case of a prescribed activity under s360H(1)(b), a prescribed person; and
- In the case of any other activity, a person affected in accordance with s95E.

The application is not for a boundary or prescribed activity as defined in the Act or a prescribed activity under s360H(1)(b), and therefore an assessment in accordance with S95E is required, of which is set out below.

Overall, it is considered that any adverse effects in relation to adjacent properties will be less than minor, and accordingly that no persons are adversely affected.

### **Step 4: Further notification in special circumstances**

In addition to the findings of the previous steps, the council is also required to determine whether special circumstances exist in relation to the application that warrant notification of the application to any other persons not already determined as eligible for limited notification.

In this instance, having regard to the assessment above, special circumstances are not considered to apply to this proposal.

## **8.0 OVERALL CONCLUSION**

The applicants, Jason Pitkeathly and Monique Esplin, propose to construct a 165m<sup>2</sup> split-level dwelling plus a basement garage in the Residential Zone, with part of the subject site being identified as Outstanding Landscape and Outstanding Landscape Feature. Overall, resource consent is required as a Discretionary Activity due to breaches in the following rules:

- 7.6.5.1.5 Sunlight
- 12.1.6.1.1 Protection of Outstanding Landscape Features
- 12.1.6.1.4 Excavation and/or Filling within an Outstanding Landscape
- 12.1.6.1.5 Buildings within Outstanding Landscapes
- 12.1.6.3.2 Buildings within Outstanding Landscape Features
- 12.3.6.1.3 Excavation and/or Filling in the [Residential Zone]

Based on the assessment of effects above, it is concluded that any potential adverse effects on the existing environment would be no more than minor and can be managed in terms of appropriate conditions of consent.

It is therefore concluded that the proposal satisfies all matters the consent authority is required to assess, and that the application for resource consent can be granted on a non-notified basis.

Prior to the issue of any decision for this consent, it is requested that all draft conditons are forwarded to the agent for review and comment.

**AUTHOR**



**Nina Pivac**

Director | BAppSC | PGDipPlan | Assoc. NZPI

**Date: 20 August 2025**

**Appendices:**

**Appendix A – Site, Floor & Elevation Plans**

**Appendix B – Certificate of Title & Interests**

**Appendix C – Site Suitability Report**

**Appendix D – Written Approval**

## **Appendix A – Site, Floor & Elevation Plans**



DRAWING SHEET INDEX

LAYOUT ID	LAYOUT NAME
	COVER PAGE
	KEYNOTES INDEX
01.S101	IMAGES
01.S102	IMAGES
01.S103	SITE PLAN
01.S104	EARTHWORKS
01.S105	EARTHWORKS ISO
01.S106	GROUND FLOOR PLAN
01.S107	FIRST FLOOR PLAN
01.S108	FNDC HIRB
01.S109	ELEVATIONS
01.S201	ELEVATIONS
01.S202	DOORS & WINDOWS SCHEDULE
01.S601	DOORS & WINDOWS SCHEDULE
01.S602	DOORS & WINDOWS SCHEDULE





SPECIFICATIONS	
1	GENERAL NOTES
1.04	SAFETY GLASS All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.
2	SITE
2.01	CONCRETE BLOCK RETAINING WALLS 20 series reinforced concrete block retaining was with 100mm diameter nova coil drain (fall to sump) wrapped in geotextile cloth, in free draining scoria. Details to Structural Engineers TBC. Max. height 2.8m
2.12	CARPARKING Double carparking provision under proposed standalone carport.
2.22	PROPOSED DRIVEWAY Proposed concrete driveway
2.30	WASTE WATER CONNECTION Existing waster water reticulation adjacent to site boundary
2.31	STORMWATER DRAIN Existing stormwater drain
2.43	EXISTING EASEMENTS Existing easement. Refer to Easements Schedule on Title Plan for more information.
2.44	EXISTING SILT TRAP Existing Silt Trap at the bottom of section. Refer to site survey plan
2.45	POOL Indicative pool. Size and type to be confirmed. Not under this consent.
2.46	LANDSCAPING PAVERS Concrete or stone landscaping pavers. 600x600
2.47	GRAVEL Gravel to levelled CGL underneath lower guest wing.
2.48	CAR TURNTABLE 4.5m diameter flush car turntable
3	PLUMBING AND DRAINAGE
3.03	BATHROOM ELEMENTS Custom 900mm, single-drawer vanity. See Interior Elevations for colours and finishes. - ABI Lola Basin Sink - Matte White - abi interiors elysian minimal mixer & spout set - brushed brass - in-wall mount.
3.07	WATER TANKS 3x Devan 15,000l dimensions 3500 diameter x 2000h water tanks for domestic water supply. Overflow to discharge in a controlled manner to natural water course. Tanks to be buried 500mm below finished ground level.
3.10	TOILET ABI Asher Back-to-Wall Toilet Suite
3.12	SHOWER SET Abi interiors Finley Shower Rail Set - Brushed Brass
3.26	KITCHEN SINK & MIXER ABI interiors - vari - single sink 750mm - Brushed Nickel or Brushed Gunmetal ; ABI interior - elysian kitchen mixer - Brushed Nickel or Brushed Brass

4	FOUNDATION
4.24	MAXSLAB FOUNDATION MAXSlab 300 Foundation with MAXEdge insulation.
5	STRUCTURE
5.01	WALL FRAMING
5.01.07	STEEL PORTAL FRAME SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
5.1.09	JSC TAIGA BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.01.11	90X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Interior timber wall framing to nzs 3604:2011
5.1.12	BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing lined with 10mm GIB paint finish. Oak or similar timber board cap to match flooring finish.
5.01.14	140X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Exterior timber wall framing to nzs 3604:2011
5.03	SUBFLOOR STRUCTURE  The set out and construction of timber framed subfloors are to be in accordance with nzs 3604:2011 with particular reference, but not limited too, section 4: durability, section 6: foundation and subfloor framing and section 7: floors it is expected that the main contractor has nzs 3604:2011 readily available on site for reference during set out and construction.  Section 4: durability - table 4.1 all connections within 600mm from the ground are to be type 304 stainless steel. This is applicable in all corrosion zones and in both sheltered and exposed sub-floor situations. (note geothermal areas may require s.E.D)
5.03.29	BASE CLADDING Timber base cladding 100x25 h3.2 painted base boards with 20mm gap in between to achieve 3500mm2 per m2 ventilation.
5.04	BEAMS
5.04.02	SED BEAMS 250 PFC SED Beam in ceiling space. Sizing and design to be confirmed by structural engineers. Apply to all beams projected in red.
5.06	DECKING
5.06.01	DECKING 140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
5.06.03	TIMBER STAIRS Proposed timber stairs. 190mm risers, 300mm goings minimum. No handrail required.
5.07	POSTS 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs
5.07.01	SED POST SED SHS 100x100x5 Steel posts powder-coated finish. Dulux Gull Grey
5.07.02	125X125 SG8 H5 POST 90x90 sg8 h5 timber post.
5.07.08	SED POST SED SHS 75x75x5 Steel posts powder-coated finish. Dulux Gull Grey

6	CLADDING
6.01	ROOF CLADDING
6.01.01	COLORSTEEL ROOF CLADDING Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.01.04	COLORSTEEL GUTTER Custom 125x125mm Gutter with concealed internal brackets. No swages. Colorsteel Gull Grey. Refer to NZMRM Code of Practice 3.0 calculation details. Gutter COP was calculated using NIWA-HIRDS V4 RCP4.5 for a 10 minute rainfall intensity 50 year ARI.
6.01.06	COLORSTEEL DOWNPIPE Marley RP80 uPVC downpipes. Colour: Gull Grey Refer to NZMRM Code of Practice 3.0 Catchment Calculation details.
6.01.10	COLORSTEEL GRAB FLASHING BTM 0.55 Barge/ Ridge Colorsteel Flashing - Clip on hidden fixing brackets. Minimum 200mm cover, 100mm deep minimum. Fixings in accordance with with Metalcraft T-Rib details.
6.02	EXTERIOR ENVELOPE
6.02.02	WINDOW SHROUD Aurae aluminium window shroud 400mm x 20mm. Colour finish to match exterior joinery.
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	JSC TAIGA WEATHERBOARDS JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Callaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	ALUMINIUM BALUSTRADE Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	JSC TAIGA SCREEN JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery
6.02.19	ALUMINIUM BATTENS 35x65mm Powder-coated aluminium battens screw-fixed to the underside of SED steel beams @65mm centers. Dulux Gull Grey finish.

8	INTERIOR
8.01	WALL LINING
8.01.04	TILED LEDGE 1100mm High tiled ledge. 90x45mm sg8 studs @400mm crs. Client selected tiles.
8.08	WALL LINING 10mm gib board lining over framing to all interior spaces, with the exception of wet areas. Refer to manufacturer installation details. Dulux Cardrona paint finish.
8.03	INSULATION
8.03.02	WALL INSULATION Glasswool - earthwool glasswool insulation: external wall batt. R3.2 - 140mm thickness.

9	FINISHES
9.01	FLOORING FINISH
9.01.2	GARAGE CARPET Garage carpet - charcoal colour finish

9.01.4	TIMBER FLOORING Client selcted engineered / laminated timber flooring to living and circulation areas.
9.01.7	CONCRETE FLOOR Exposed concrete floor to entry, wc and laundry areas. Natural polished finish.
9.01.10	CERAMIC TILES Small format ceramic tiles flooring To be selected with clients.
9.03	SCOTIA No scotia, square stop plaster finish.
9.04	SKIRTINGS Bevel skirting 90mm x 10mm
9.05	ARCHITRAVES 40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.

10	ELECTRICAL
10.10	INDUCTION COOKTOP Selected induction cooktop with integrated downdraft ventilation.

11	FIXTURES
11.04	WINDOW BENCH SEAT 380mm high bench seat made with Laminex Melteca.Top surface to have lips on edges to secure 100mm deep squabs. Laminex Melteca, client selected colours.
11.11	WARDROBE Laminex Melteca Built-in wallrobe system. Built by selected kitchen manufacturer.
11.13	HEATED TOWEL RAIL Abi Interiors Modi Adjustable Heated Towel Rail 900mm – Brushed Brass
11.33	KITCHEN CABINETY Kitchen cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.
11.35	KITCHEN & ISLAND BENCHTOP 20mm Dekton range kitchen and island countertop. Finish to be confirmed with clients.
11.36	LAUNDRY CABINETY Laundry cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.

11.38	ABODO SLIDING SCREEN - BEDROOMS 1182mm x 2380mm sliding screens made with Abodo battens (65x42mm) at 65mm centers. Top hung sliding track recessed in ceiling space and recessed guide on decking boards.
11.42	BATHROOM MIRROR ABI Interiors Aliro Mirror 1000 x 625mm Brushed Brass or Nickel
11.43	EN SUITE VANITY Custom two-drawer and open shelf vanity by selected kitchen manufacturer. Laminex Melteca finish to be selected.
11.48	TV CABINETY Laminex Melteca wall-hung TV cabinet with 2x drawers and corner rounded open shelf. Design by selected kitchen manufacturer.

12	HEATING
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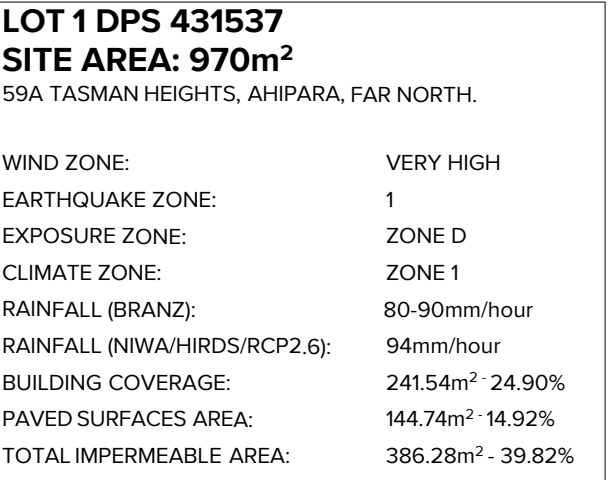






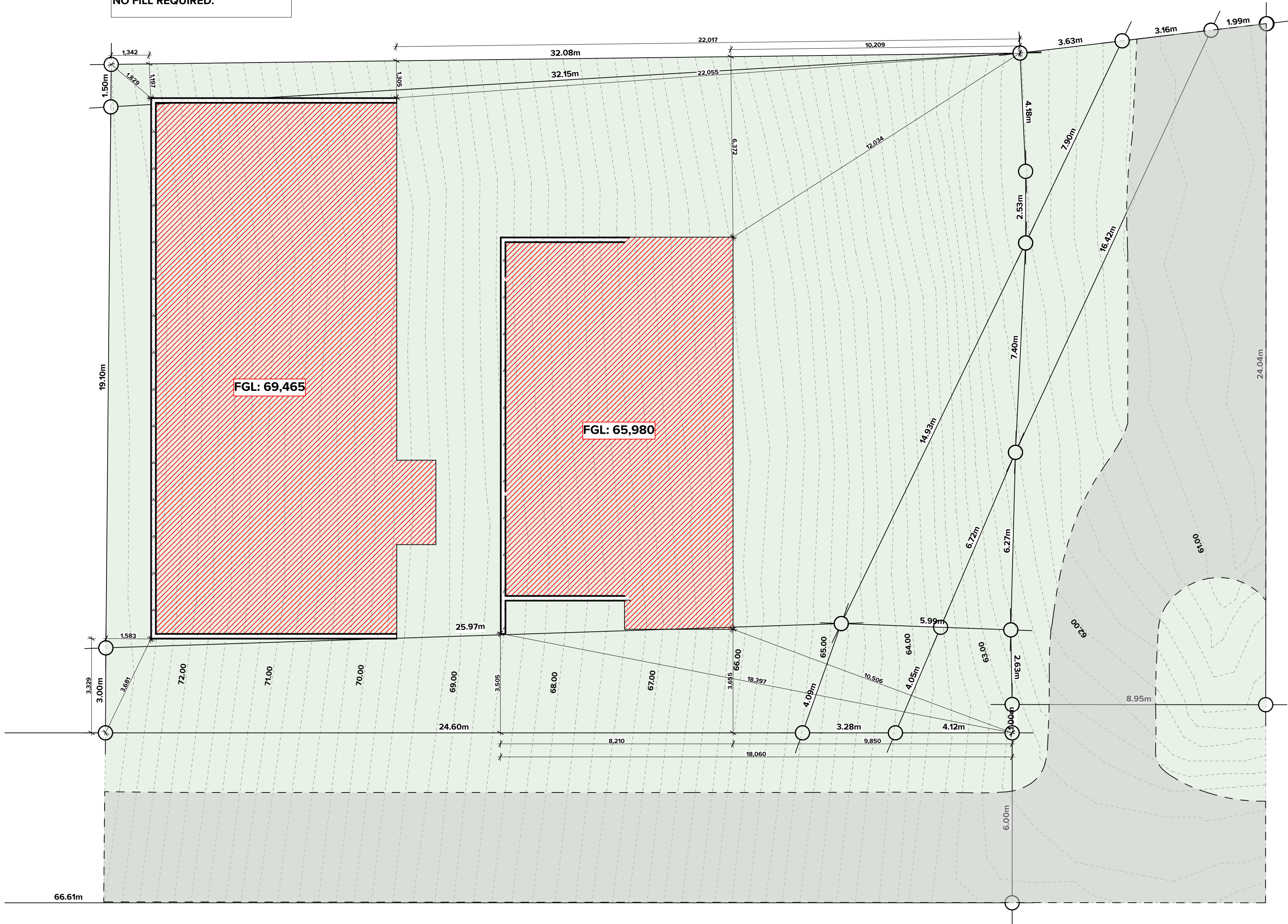


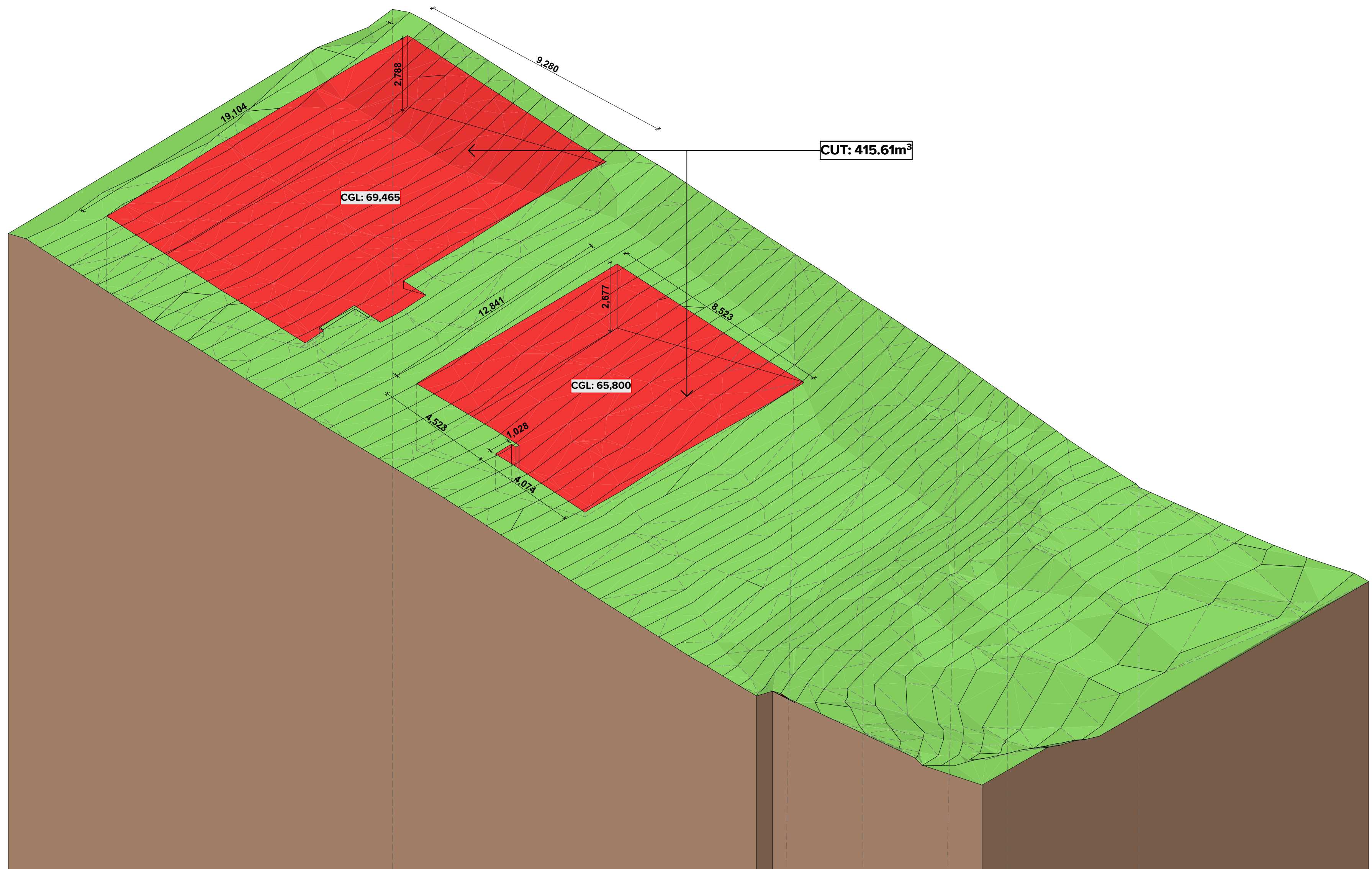
2	SITE
2.01	<b>CONCRETE BLOCK RETAINING WALLS</b> 20 series reinforced concrete block retaining was with 100mm diameter nova coil drain (fall to sump) wrapped in geotextile cloth, in free draining scoria. Details to Structural Engineers TBC. Max. height 2.8m
2.12	<b>CARPARKING</b> Double carparking provision under proposed standalone carport.
2.22	<b>PROPOSED DRIVEWAY</b> Proposed concrete driveway
2.30	<b>WASTE WATER CONNECTION</b> Existing waste water reticulation adjacent to site boundary
2.31	<b>STORMWATER DRAIN</b> Existing stormwater drain
2.43	<b>EXISTING EASEMENTS</b> Existing easement. Refer to Easements Schedule on Title Plan for more information.
2.44	<b>EXISTING SILT TRAP</b> Existing Silt Trap at the bottom of section. Refer to site survey plan
2.45	<b>POOL</b> Indicative pool. Size and type to be confirmed. Not under this consent.
2.46	<b>LANDSCAPING PAVERS</b> Concrete or stone landscaping pavers. 600x600
2.47	<b>GRAVEL</b> Gravel to levelled CGL underneath lower guest wing.
2.48	<b>CAR TURNTABLE</b> 4.5m diameter flush car turntable
<hr/>	
3	<b>PLUMBING AND DRAINAGE</b>
3.07	<b>WATER TANKS</b> 3x Devan 15,000l dimensions 3500 diameter x 2000h water tanks for domestic water supply. Overflow to discharge in a controlled manner to natural water course. Tanks to be buried 500mm below finished ground level.
<hr/>	
4	<b>FOUNDATION</b>
4.24	<b>MAXSLAB FOUNDATION</b> MAXSlab 300 Foundation with MAXEdge insulation.
<hr/>	
5	<b>STRUCTURE</b>
5.01	<b>WALL FRAMING</b>
5.01.07	<b>STEEL PORTAL FRAME</b> SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
5.06	<b>DECKING</b>
5.06.01	<b>DECKING</b> 140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
5.06.03	<b>TIMBER STAIRS</b> Proposed timber stairs. 190mm risers, 300mm goings minimum. No handrail required.





TOTAL CUT: 415.61m<sup>3</sup>  
NO FILL REQUIRED.







## SPECIFICATIONS

## **3 PLUMBING AND DRAINAGE**

### **3.03 BATHROOM ELEMENTS**

Custom 900mm, single-drawer vanity.  
See Interior Elevations for colours and finishes.

- ABI Lola Basin Sink - Matte White
- abi interiors elysian minimal mixer & spout set - brushed brass - in-wall mount.

### **3.10 TOILET**

ABI Asher Back-to-Wall Toilet Suite

### **3.12 SHOWER SET**

Abi interiors Finley Shower Rail Set - Brushed Brass

### **3.26 KITCHEN SINK & MIXER**

ABI interiors - vari - single sink 750mm - Brushed Nickel or Brushed Gunmetal ;

- ABI interior - elysian kitchen mixer - Brushed Nickel or Brushed Brass

- 5. STRUCTURE**
- 5.01 WALL FRAMING**
- 5.01.07 STEEL PORTAL FRAME**  
SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
- 5.01.11 90X45 SG8 STUDS UP TO 2.4M AT 600MM CRS**  
Interior timber wall framing to nzs 3604:2011
- 5.01.14 140X45 SG8 STUDS UP TO 2.4M AT 600MM CRS**  
Exterior timber wall framing to nzs 3604:2011
- 5.06 DECKING**
- 5.06.01 DECKING**  
140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking.  
Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
- 5.07 POSTS**  
2/140x45 sg8 h3.2 posts with 140x45 noggs @800mm crs
- 5.07.01 SED POST**  
SED SHS 100x100x5 Steel posts powder-coated finish. Dulux Gull Grey

**6.02 CLADDING**  
**6.02 EXTERIOR ENVELOPE**

**6.02.02 WINDOW SHROUD**  
Auræ aluminium window shroud  
400mm x 20mm. Colour finish to match exterior joinery.

**6.02.03 ALUMINIUM JOINERY**  
Double Pane: Low E3/Clear - Argon - Thermally improved Spacer  
(Ug 1.30) to all doors/windows. Matt Gull Grey colour.  
Joinery supplier to measure all joinery openings onsite prior to manufacture.  
R 0.46 - Residential Series Thermal Heart.

**6.02.07 JSC TAIGA WEATHERBOARDS**  
JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda  
Caliaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber  
cavity battens @600mm crs.max. on proclima solitex extasana  
flexible wall underlay.

**6.02.15 ALUMINIUM BALUSTRADE**  
Unex Finline Postless Balustrade aluminium balustrade. Dulux  
Gull Grey colour finish.

**6.02.19 ALUMINIUM BATTENS**  
35x65mm Powder-coated aluminium battens screw-fixed to the  
underside of SED steel beams @65mm centers.  
Dulux Gull Grey finish.

<b>8</b>	<b>INTERIOR</b>
<b>8.01</b>	<b>WALL LINING</b>
<b>8.08</b>	<b>WALL LINING</b> 10mm gib board lining over framing to all interior spaces, with the exception of wet areas. Refer to manufacturer installation details. Dulux Cardrona paint finish.
<b>8.03</b>	<b>INSULATION</b>
<b>8.03.02</b>	<b>WALL INSULATION</b> Glasswool - earthwool glasswool insulation: external wall batt. R3.2 - 140mm thickness.

<b>9</b>	<b>FINISHES</b>
<b>9.01</b>	<b>FLOORING FINISH</b>
<b>9.01.2</b>	<b>GARAGE CARPET</b>
	Garage carpet - charcoal colour finish
<b>9.01.4</b>	<b>TIMBER FLOORING</b>

Client selected engineered / laminated timber flooring to living and circulation areas.

**9.01.7 CONCRETE FLOOR**  
Exposed concrete floor to entry, wc and laundry areas.  
Natural polished finish.

**9.01.10 CERAMIC TILES**  
Small format ceramic tiles flooring  
To be selected with clients.

**9.03 SCOTIA**  
No scotia, square stop plaster finish.

**9.04 SKIRTINGS**  
Bevel skirting 90mm x 10mm

**11**            **FIXTURES**

**11.04**       **WINDOW BENCH SEAT**  
380mm high bench seat made with Laminex Melteca. Top surface to have lips on edges to secure 100mm deep squabs. Laminex Melteca, client selected colours.

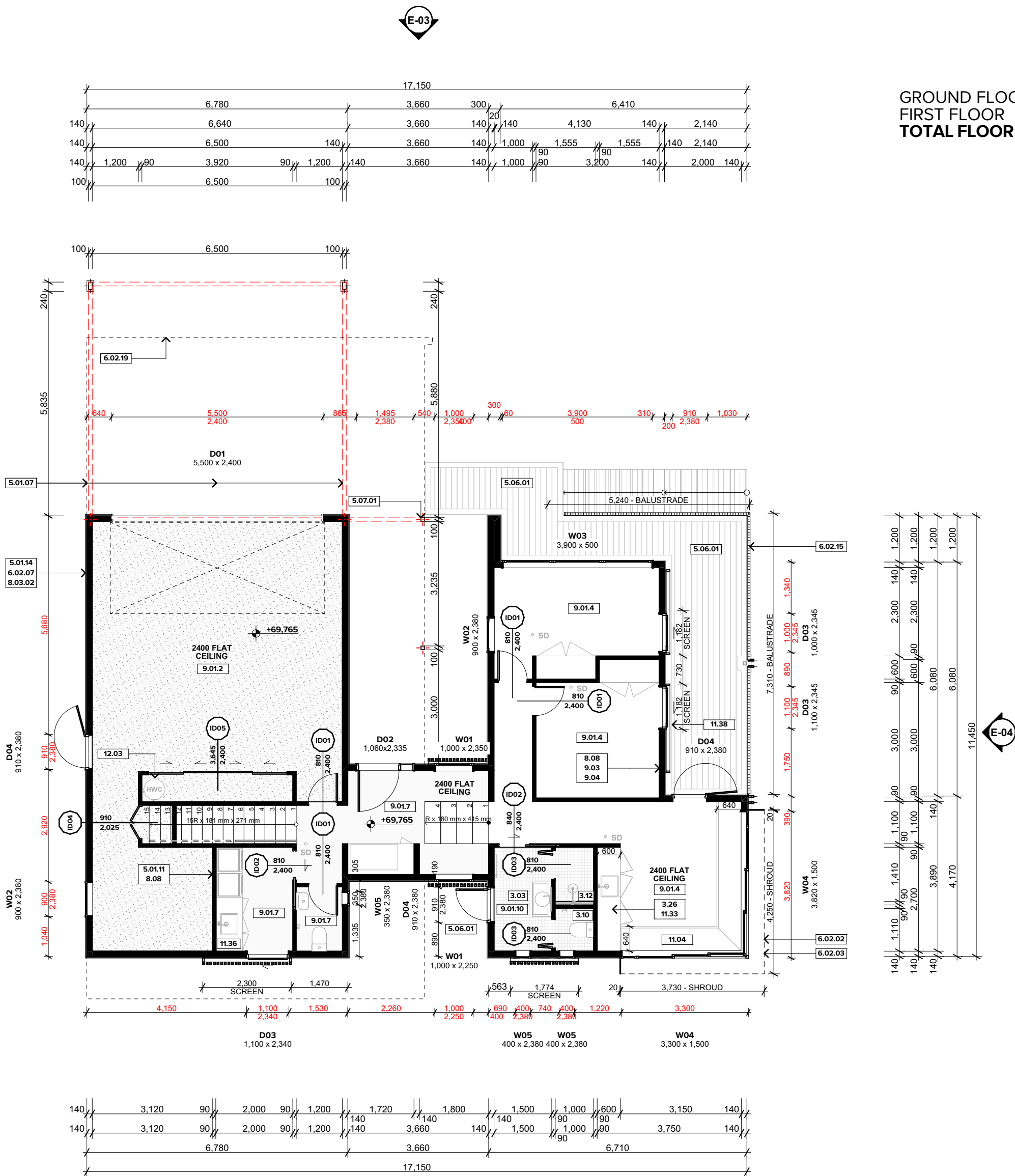
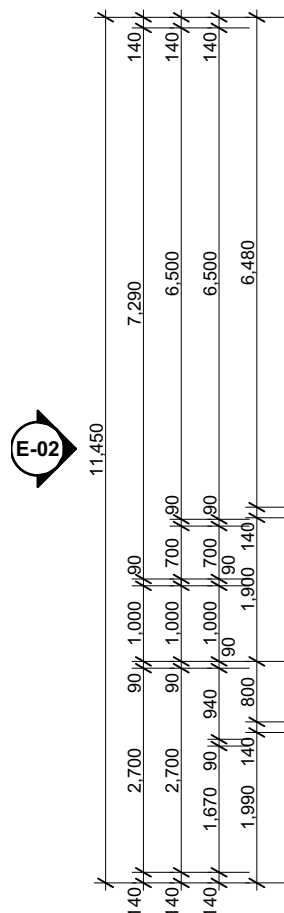
**11.33**       **KITCHEN CABINETRY**  
Kitchen cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.

**11.36**       **LAUNDRY CABINETRY**  
Laundry cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.

**11.38**       **ABODO SLIDING SCREEN - BEDROOMS**  
1182mm x 2380mm sliding screens made with Abodo battens (65x42mm) at 65mm centers. Top hung sliding track recessed in ceiling space and recessed guide on decking boards.

**12 HEATING**

**12.03 HWC**  
180l rinnai hot water cylinder.

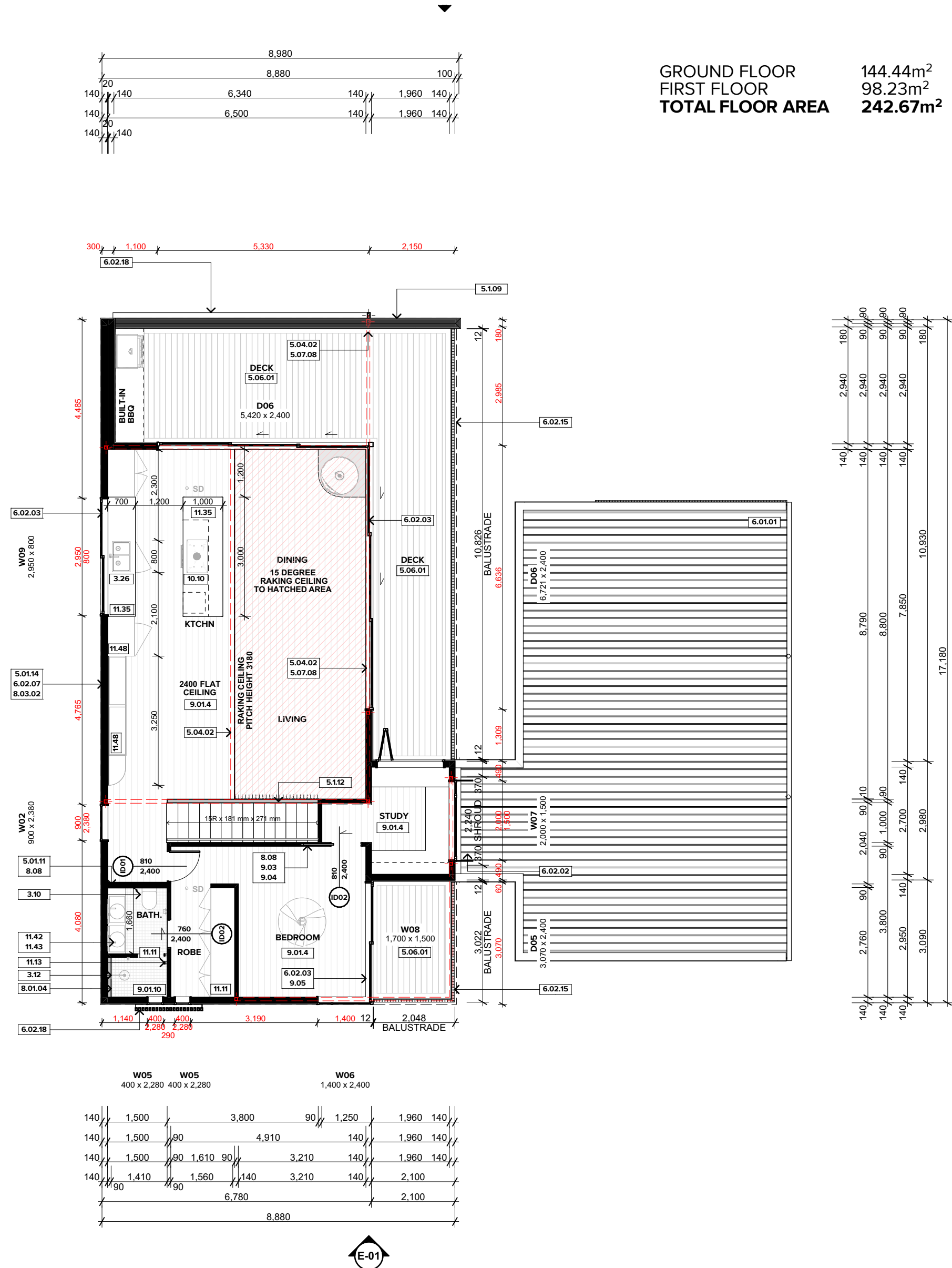
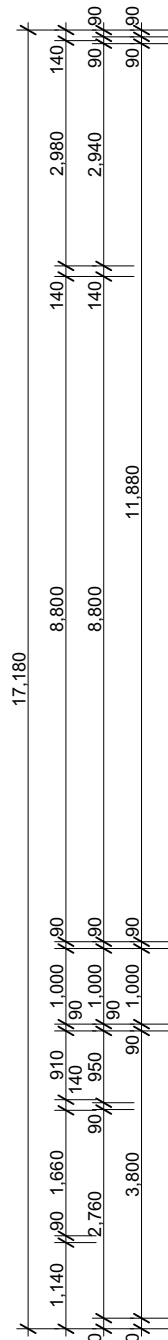


GROUND FLOOR	144.44m <sup>2</sup>
FIRST FLOOR	98.23m <sup>2</sup>
<b>TOTAL FLOOR AREA</b>	<b>242.67m<sup>2</sup></b>

# SPECIFICATIONS

3	PLUMBING AND DRAINAGE
3.10	TOILET ABI Asher Back-to-Wall Toilet Suite
3.12	SHOWER SET Abi interios Finley Shower Rail Set - Brushed Brass
3.26	KITCHEN SINK & MIXER ABI interiors - vari - single sink 750mm - Brushed Nickel or Brushed Gunmetal ; ABI interior - elysian kitchen mixer - Brushed Nickel or Brushed Brass
5	STRUCTURE
5.01	WALL FRAMING
5.1.09	JSC TAIGA BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.01.11	90X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Interior timber wall framing to nzs 3604:2011
5.1.12	BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing lined with 10mm GIB paint finish. Oak or similar timber board cap to match flooring finish.
5.01.14	140X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Exterior timber wall framing to nzs 3604:2011
5.04	BEAMS
5.04.02	SED BEAMS 250 PFC SED Beam in ceiling space. Sizing and design to be confirmed by structural engineers. Apply to all beams projected in red.
5.06	DECKING
5.06.01	DECKING 140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
5.07	POSTS 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs
5.07.08	SED POST SED SHS 75x75x5 Steel posts powder-coated finish. Dulux Gull Grey
6	CLADDING
6.01	ROOF CLADDING
6.01.01	COLORSTEEL ROOF CLADDING Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.02	EXTERIOR ENVELOPE
6.02.02	WINDOW SHROUD Aurae aluminium window shroud 400mm x 20mm. Colour finish to match exterior joinery.
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	JSC TAIGA WEATHERBOARDS JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Callaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	ALUMINIUM BALUSTRADE Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	JSC TAIGA SCREEN JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery
8	INTERIOR
8.01	WALL LINING
8.01.04	TILED LEDGE 1100mm High tiled ledge. 90x45mm sg8 studs @400mm crs. Client selected tiles.
8.08	WALL LINING 10mm gib board lining over framing to all interior spaces, with the exception of wet areas. Refer to manufacturer installation details. Dulux Cardrona paint finish.

8.03	INSULATION
8.03.02	WALL INSULATION Glasswool - earthwool glasswool insulation: external wall batt. R3.2 - 140mm thickness.
9	FINISHES
9.01	FLOORING FINISH
9.01.4	TIMBER FLOORING Client selcted engineered / laminated timber flooring to living and circulation areas.
9.01.10	CERAMIC TILES Small format ceramic tiles flooring To be selected with clients.
9.03	SCOTIA No scotia, square stop plaster finish.
9.04	SKIRTINGS Bevel skirting 90mm x 10mm
9.05	ARCHITRAVES 40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.
10	ELECTRICAL
10.10	INDUCTION COOKTOP Selected induction cooktop with integrated downdraft ventilation.
11	FIXTURES
11.11	WARDROBE Laminex Melteca Built-in wallrobe system. Built by selected kitchen manufacturer.
11.13	HEATED TOWEL RAIL Abi Interiors Modi Adjustable Heated Towel Rail 900mm – Brushed Brass
11.35	KITCHEN & ISLAND BENCHTOP 20mm Dekton range kitchen and island countertop. Finish to be confirmed with clients.
11.42	BATHROOM MIRROR ABI Interiors Aliro Mirror 1000 x 625mm Brussed Brass or Nickel
11.43	EN SUITE VANITY Custom two-drawer and open shelf vanity by selected kitchen manufacturer.
11.48	TV CABINETRY Laminex Melteca wall-hung TV cabinet with 2x drawers and corner rounded open shelf. Design by selected kitchen manufacturer.



GROUND FLOOR  
FIRST FLOOR  
TOTAL FLOOR AREA

144.44m<sup>2</sup>  
98.23m<sup>2</sup>  
242.67m<sup>2</sup>



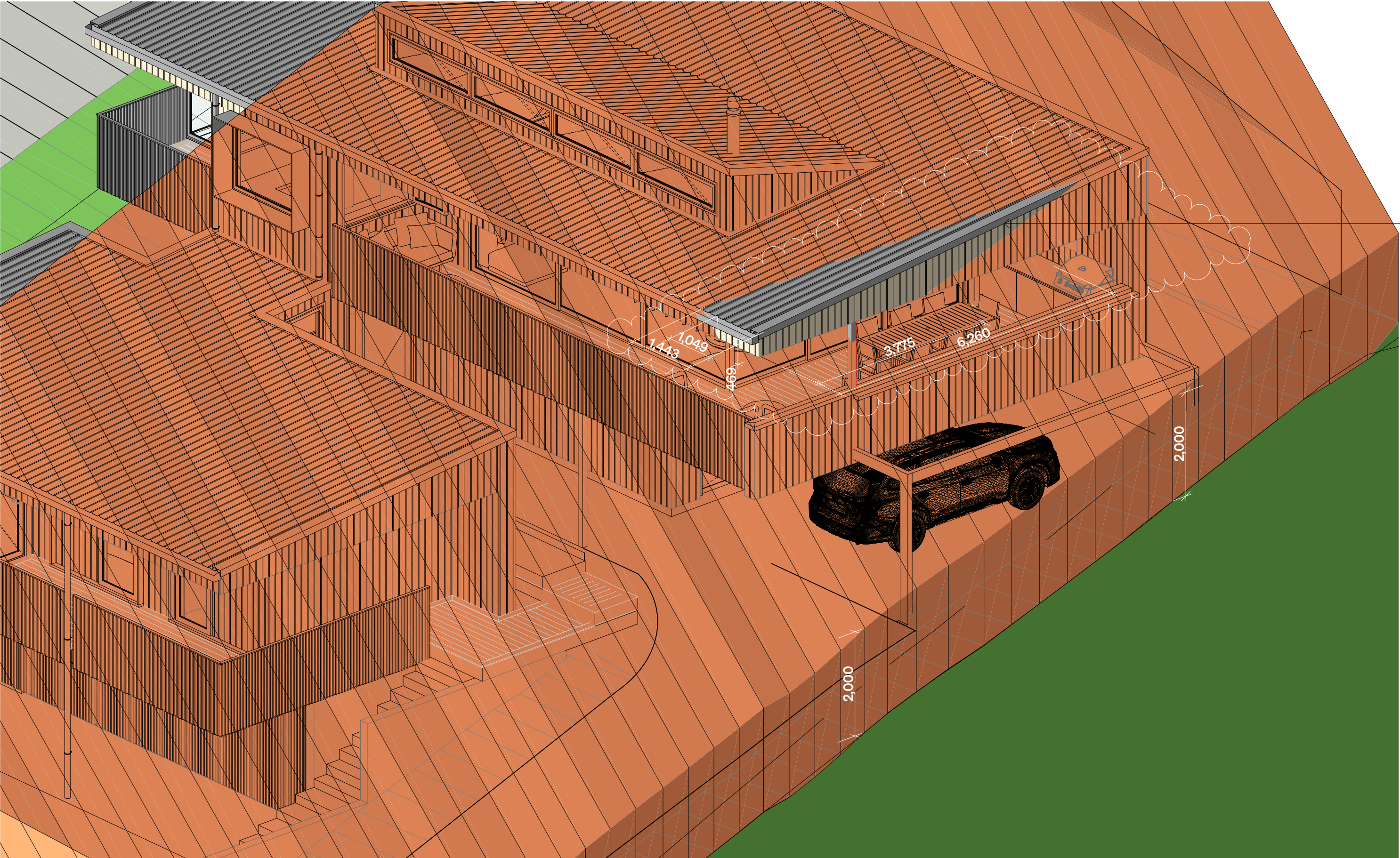
SPECIFICATIONS

- 1

GENERAL NOTES
- 1.11

FNDC HIRB

Far North District Council Height In Relation To Boundary Breach On Western Boundary, Southwestern Quadrant Of The Site. Approval Has Been Formally Obtained From Affect Parties On Adjoining Property.





SPECIFICATIONS

1	GENERAL NOTES
1.04	<b>SAFETY GLASS</b> All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.
5	<b>STRUCTURE</b>
5.01	<b>WALL FRAMING</b>
5.01.07	<b>STEEL PORTAL FRAME</b> SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
5.1.09	<b>JSC TAIGA BALUSTRADE</b> 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.03	<b>SUBFLOOR STRUCTURE</b>  The set out and construction of timber framed subfloors are to be in accordance with nzs 3604:2011 with particular reference, but not limited too, section 4: durability, section 6: foundation and subfloor framing and section 7: floors it is expected that the main contractor has nzs 3604:2011 readily available on site for reference during set out and construction.  Section 4: durability - table 4.1 all connections within 600mm from the ground are to be type 304 stainless steel. This is applicable in all corrosion zones and in both sheltered and exposed sub-floor situations. (note geothermal areas may require s.E.D)  <b>5.03.29 BASE CLADDING</b> Timber base cladding 100x25 h3.2 painted base boards with 20mm gap in between to achieve 3500mm2 per m2 ventilation.  <b>5.07 POSTS</b> 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs  <b>5.07.02 125X125 SG8 H5 POST</b> 90x90 sg8 h5 timber post.

6	<b>CLADDING</b>
6.01	<b>ROOF CLADDING</b>
6.01.01	<b>COLORSTEEL ROOF CLADDING</b> Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.01.10	<b>COLORSTEEL GRAB FLASHING</b> BTM 0.55 Barge/ Ridge Colorsteel Flashing - Clip on hidden fixing brackets. Minimum 200mm cover, 100mm deep minimum. Fixings in accordance with with Metalcraft T-Rib details.
6.02	<b>EXTERIOR ENVELOPE</b>
6.02.03	<b>ALUMINIUM JOINERY</b> Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	<b>JSC TAIGA WEATHERBOARDS</b> JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Caliaby finish on 20mm thick vertical h3.1 cb- h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	<b>ALUMINIUM BALUSTRADE</b> Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	<b>JSC TAIGA SCREEN</b> JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery
6.02.19	<b>ALUMINIUM BATTENS</b> 35x65mm Powder-coated aluminium battens screw-fixed to the underside of SED steel beams @65mm centers. Dulux Gull Grey finish.



E-04

North Elevation

1:100



E-02

South Elevation

1:100







SPECIFICATIONS

1 GENERAL NOTES

1.04 SAFETY GLASS

All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.

6 CLADDING

6.02 EXTERIOR ENVELOPE

6.02.03 ALUMINIUM JOINERY

Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.

6.02.10 RESTRICTOR STAYS

All openings on the first floor to have restrictor stays.

8 INTERIOR

8.04 INTERIOR DOORS

Refer to door & window schedule for sizes and hardware.

8.04.01 INTERIOR DOORS - HINGED

2400mm high hollow core door. Smooth panel finish. Colour: Matt White Windsor Futura Apex, client selected finish.

8.04.02 INTERIOR DOORS - CAVITY SLIDER

2400mm high hollow core cavity slider door. Smooth panel finish. Colour: matte white. Windsor Futura Apex, client selected finish.

8.09 POP UP FLOOR STOP

Fantom Magnetic Pop Up Floor Stop

9 FINISHES

9.03 SCOTIA

No scotia, square stop plaster finish.

9.04 SKIRTINGS

Bevel skirting 90mm x 10mm

9.05 ARCHITRAVES

40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.

11 FIXTURES

11.22 DOOR HARDWARE

Windsor architectural hardware - futura apex. 9018 lever set 9018d dummy lever - single (non handed) 9019 passage set 9020 privacy set 9021 locking set 9051 privacy set - integrated

11.23 DOOR STOPS

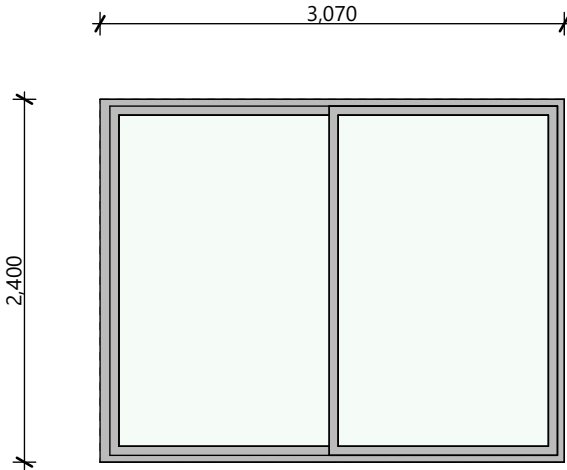
5240-blk (pic), bn 85mm x 30mm, skirting fix

11.25 ENTRY DOOR HARDWARE

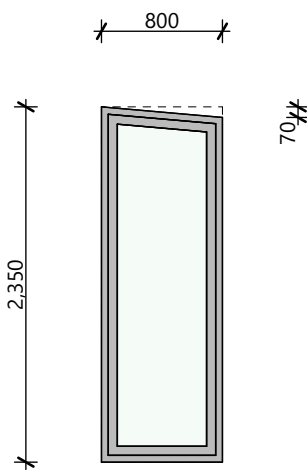
Windsor architectural hardware - futura apex. Mini lever entrance kit. Ø 1 pair pull handles ø 1364 or 1365 mini lever lock kit ø 5264 60mm floor mount doormat

11.30 BLINDS

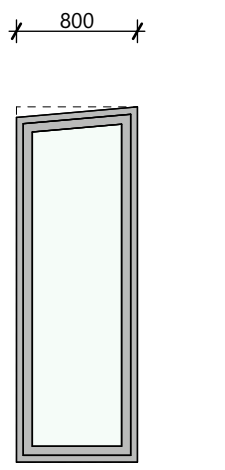
Roller blinds - with light filter - black colour.



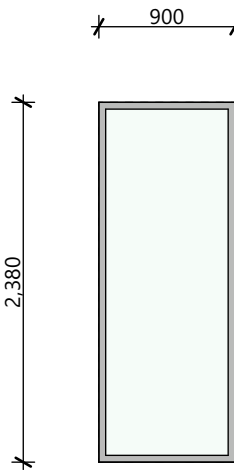
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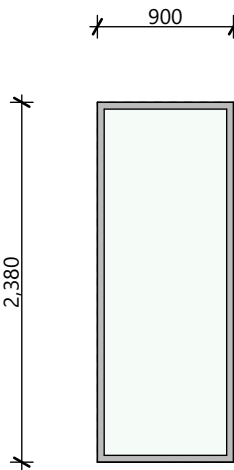
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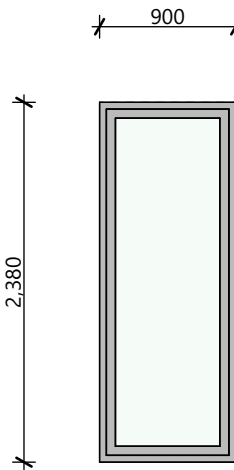
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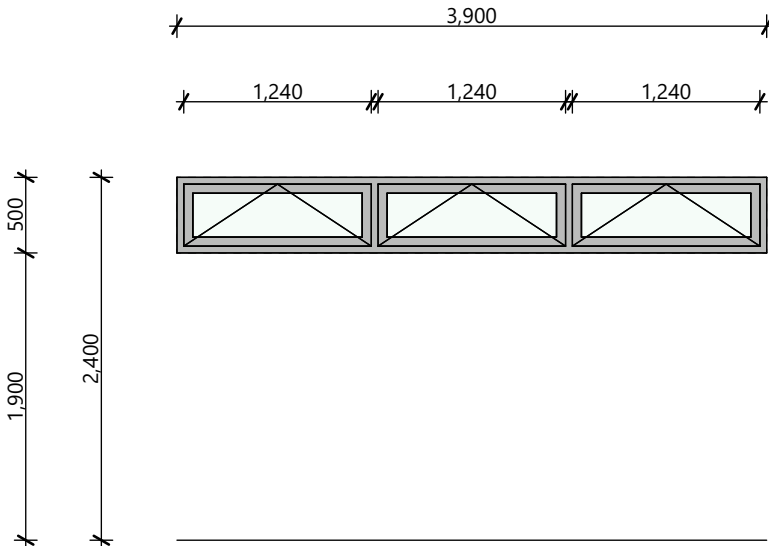
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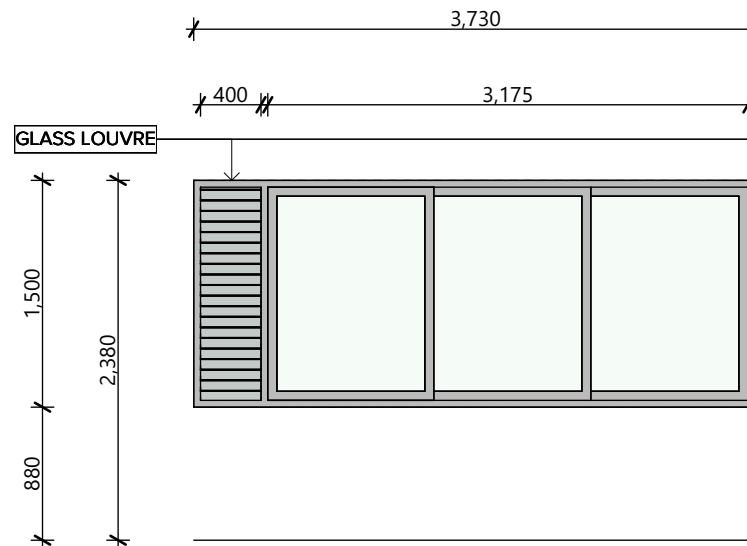
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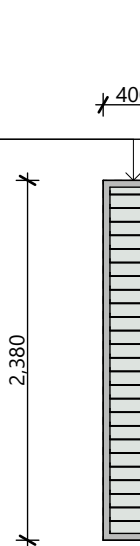
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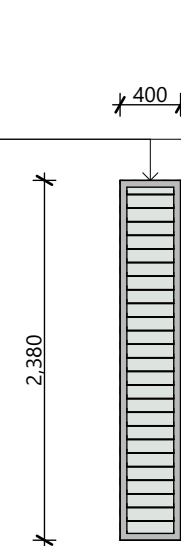
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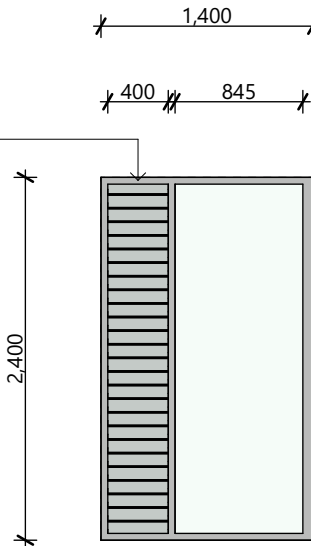
-: 1 item as shown (W04); 1 item handed (W04)



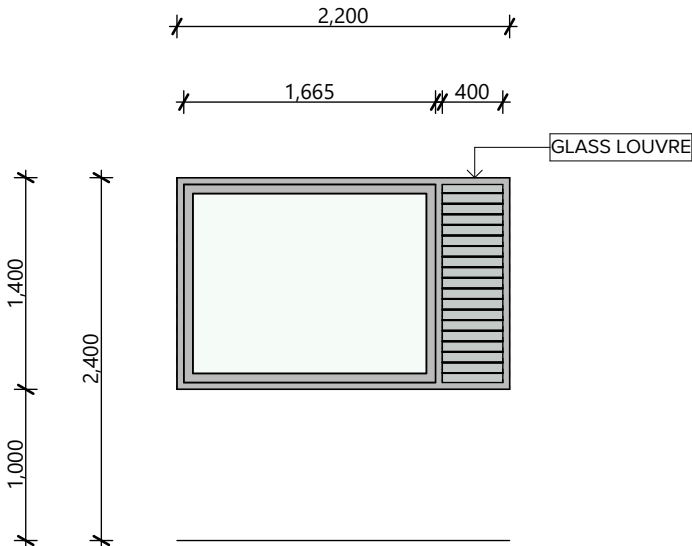
-: 2 items as shown (W05); 1 item handed (W05)



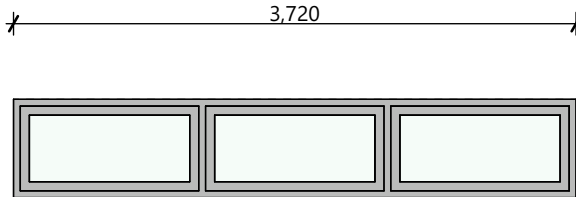
-: 2 items (W05)



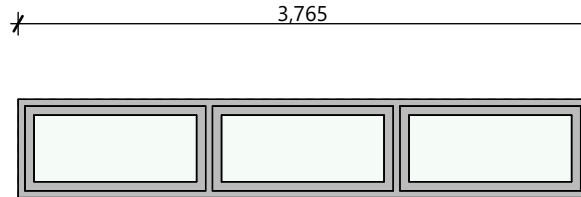
-: 1 item (W06)



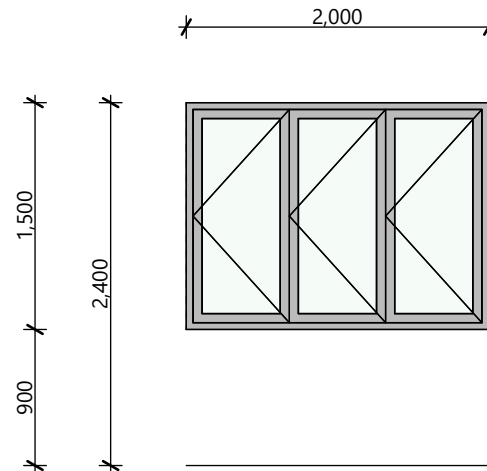
-: 1 item (W07)



-: 1 item (W07)

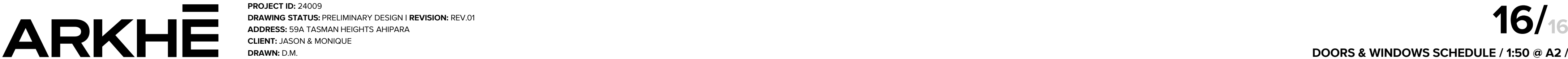


-: 1 item (W07)



-: 1 item (W08)

1	GENERAL NOTES
1.04	<b>SAFETY GLASS</b> All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.
6	<b>CLADDING</b>
6.02	<b>EXTERIOR ENVELOPE</b>
6.02.03	<b>ALUMINIUM JOINERY</b> Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.10	<b>RESTRICTOR STAYS</b> All openings on the first floor to have restrictor stays.
8	<b>INTERIOR</b>
8.04	<b>INTERIOR DOORS</b> Refer to door & window schedule for sizes and hardware.
8.04.01	<b>INTERIOR DOORS - HINGED</b> 2400mm high hollow core door. Smooth panel finish. Colour: Matt White Windsor Futura Apex, client selected finish.
8.04.02	<b>INTERIOR DOORS - CAVITY SLIDER</b> 2400mm high hollow core cavity slider door. Smooth panel finish. Colour: matte white. Windsor Futura Apex, client selected finish.
8.09	<b>POP UP FLOOR STOP</b> Fantom Magnetic Pop Up Floor Stop
9	<b>FINISHES</b>
9.03	<b>SCOTIA</b> No scotia, square stop plaster finish.
9.04	<b>SKIRTINGS</b> Bevel skirting 90mm x 10mm
9.05	<b>ARCHITRAVES</b> 40mm x 10mm beveled architraves. 3mm offset from jamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.
11	<b>FIXTURES</b>
11.22	<b>DOOR HARDWARE</b> Windsor architectural hardware - futura apex. 9018 lever set 9018d dummy lever - single (non handed) 9019 passage set 9020 privacy set 9021 locking set 9051 privacy set - integrated
11.23	<b>DOOR STOPS</b> 5240-blk (pic), bn 85mm x 30mm, skirting fix
11.25	<b>ENTRY DOOR HARDWARE</b> Windsor architectural hardware - futura apex. Mini lever entrance kit. Ø 1 pair pull handles Ø 1364 or 1365 mini lever lock kit Ø 5264 60mm floor mount doorstep
11.30	<b>BLINDS</b> Roller blinds - with light filter - black colour.



## **Appendix B – Certificate of Title & Interests**



**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** **521868**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 November 2010

**Prior References**  
NA113D/47

---

**Estate** Fee Simple  
**Area** 970 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 431537  
**Registered Owners**  
Jason Pitkeathly and Monique Luisa Esplin

---

**Estate** Fee Simple - 1/6 share  
**Area** 62 square metres more or less  
**Legal Description** Lot 3 Deposited Plan 182581  
**Registered Owners**  
Jason Pitkeathly and Monique Luisa Esplin

---

**Estate** Fee Simple - 1/18 share  
**Area** 2264 square metres more or less  
**Legal Description** Lot 4 Deposited Plan 108257  
**Registered Owners**  
Jason Pitkeathly and Monique Luisa Esplin

---

**Interests**

Appurtenant hereto are rights of way specified in Easement Certificate A381942 - 3.4.1969 at 9.25 am

Subject to a right of way over part Lot 4 DP 108257 marked B on DP 182581, over part Lot 3 DP 182581 marked A on DP 182581 and over part Lot 1 DP 431537 marked C, K, L on DP 431537 specified in Easement Certificate A381942 - 3.4.1969 at 9.25 am

D348049.5 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 14.1.1999 at 1.16 pm

Appurtenant to Lot 1 DP 431537 herein is a right of way specified in Easement Certificate D348049.7 - 14.1.1999 at 1.16 pm

Subject to a right of way over part Lot 1 DP 431537 marked C, K and L on DP 431537 specified in Easement Certificate D348049.7 - 14.1.1999 at 1.16 pm

Subject to a telecommunications right (in gross) over part Lot 3 DP 182581 marked A on DP 182581 and over part Lot 1 DP 431537 marked E, F and G on DP 431537 in favour of Telecom New Zealand Limited created by Transfer D348049.8 - 14.1.1999 at 1.16 pm

Some of the easements created by Transfer D348049.8 are subject to Section 243 (a) Resource Management Act 1991

Subject to a telecommunications right (in gross) over part Lot 4 DP 108257 marked B on DP 182581 in favour of Telecom New Zealand Limited created by Transfer D348049.9 - 14.1.1999 at 1.16 pm

Subject to an electricity transmission right (in gross) over part Lot 3 DP 182581 marked A on DP 182581 and over part Lot 1 DP 431537 marked E, F and G on DP 431537 in favour of Top Energy Limited created by Transfer D348049.10 - 14.1.1999 at 1.16 pm

Some of the easements created by Transfer D348049.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to an electricity transmission right (in gross) over part Lot 4 DP 108257 marked B on DP 182581 in favour of Top Energy Limited created by Transfer D348049.11 - 14.1.1999 at 1.16 pm

Subject to a right (in gross) to drain sewage over part Lot 1 DP 431537 marked C, D, E and G on DP 431537 in favour of The Far North District Council created by Transfer D348049.12 - 14.1.1999 at 1.16 pm

Land Covenant in Transfer D363946.1 - 3.3.1999 at 3.48 pm

Appurtenant to Lot 4 DP 108257 herein are rights to telecommunications and drainage easements created by Easement Instrument 5917579.1 - 2.3.2004 at 9:00 am

The easements created by Easement Instrument 5917579.1 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 241(2) Resource Management Act 1991 (affects DP 431537)

8631701.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.11.2010 at 2:15 pm (affects Lot 1 DP 431537)

Subject to a right of way over part Lot 1 DP 431537 marked C, K and L, a right to drain water over part Lot 1 DP 431537 marked N, C K and L, and a right to convey electricity, telecommunications and computer media over part Lot 1 DP 431537 marked C, E, F, G, K and L, all on DP 431537 created by Easement Instrument 8631701.4 - 8.11.2010 at 2:15 pm

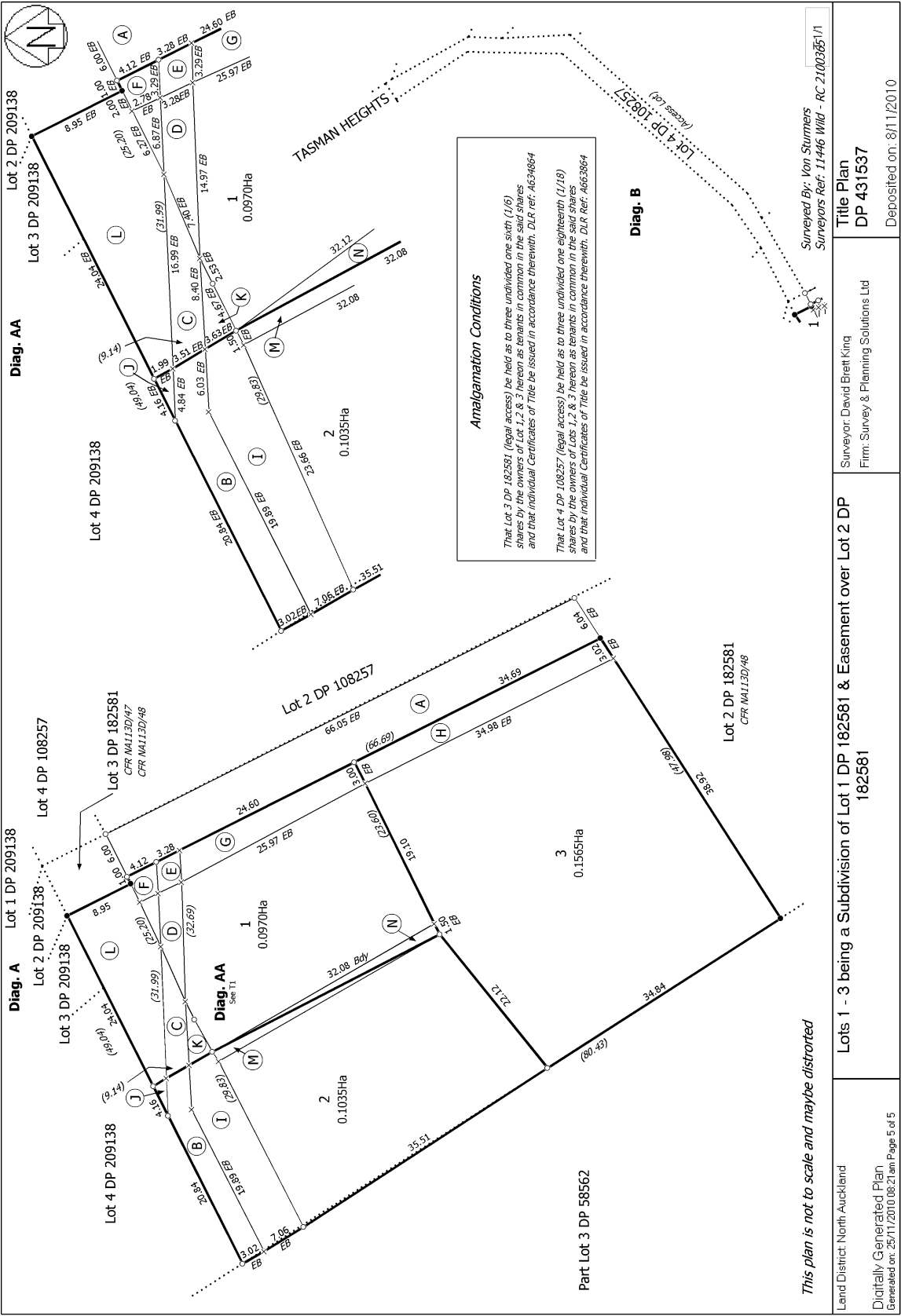
Appurtenant to Lot 1 DP 431537 herein is a right to drain water created by Easement Instrument 8631701.4 - 8.11.2010 at 2:15 pm

Some of the easements created by Easement Instrument 8631701.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8631701.5 - 8.11.2010 at 2:15 pm

13120915.3 Mortgage to Westpac New Zealand Limited - 3.10.2024 at 12:58 pm





Approved by the District Land Registrar, South Auckland No. 351560  
Approved by the District Land Registrar, North Auckland, No. 4380/81  
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

**0348049.7 EC**

## EASEMENT CERTIFICATE

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

I/We JAMES DESMOND EDMONDS and GAIL MARION JENNIFER EDMONDS

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland  
on the 19 day of 08 99 under No. 182581  
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. **182581**

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 2	That part of Lot 2 shown marked C on the Plan	Lot 1	Dominant Tenement 113D/47 Servient Tenement 113D/48
Right of Way	Lot 1	That part of Lot 1 shown marked D on the Plan	Lot 2	Dominant Tenement 113D/48 Servient Tenement 113D/47

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

1. Rights and powers:

As set out in the Seventh Schedule to the Land Transfer Act 1952 in respect of easements of right of way together with the additional rights in respect of easements of vehicular right of way as set out in the Ninth Schedule to the Property Law Act 1952.

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

As set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 in respect of easements of right of way and easements of vehicular right of way.

Dated this 29 day of SEPTEMBER 19 98

Signed by the above-named

JAMES DESMOND EDMONDS and  
GAIL MARION JENNIFER EDMONDS  
in the presence of

Witness .....

Occupation .... (B. H. MANNING)

Address .... SOLICITOR  
KARARUA.

J. Edmonds  
Gail Edmonds.

# EASEMENT CERTIFICATE

(DP 182581)

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

Correct for the purposes of the  
Land Transfer Act

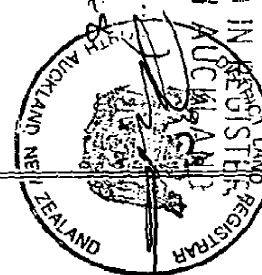
Solicitor for the registered proprietor

1130/47  
1130/48

⑦ EC (dup) 1130/47 -

FOUNTAIN MANNING & CO  
SOLICITORS  
KAHAI

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST LAND REGISTRAR



1.16 14 JAN 99 D 348050





D348049.8 TE

## **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

*If there is not enough space in any of the panels below, cross reference to and use the approved annexure schedule: no other format will be received*

**Land Registration District**

North Auckland

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

(1) 113D	47	All	(hereinafter referred to as "the first described land")
(2) 113D	48	All	(hereinafter referred to as "the secondly described land")

**Transferor Surnames must be underlined**

JAMES DESMOND EDMONDS and GAIL MARION JENNIFER EDMONDS

**Transferee Surnames must be underlined**

TELECOM NEW ZEALAND LIMITED at Wellington

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

Easement in gross for Telecommunication purposes (continued on pages 2 and 3 Annexure Schedule)

**Consideration**

\$1.00

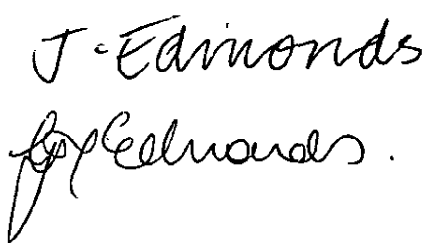
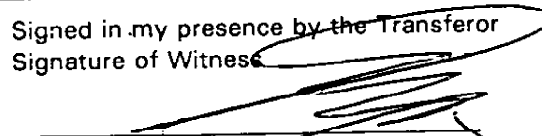
**Operative Clause**

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

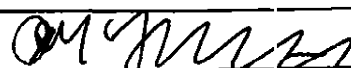
Dated this 16<sup>th</sup> day of SEPTEMBER 19 98

(continued on page 4 Annexure Schedule)

**Attestation**

  Signature or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)  Witness name      R. H. MANNING Occupation      SOLICITOR Address      KAITIA

**Certified correct for the purposes of the Land Transfer Act 1952**  
and that by Special Arrangement pursuant to  
Section 70(2) of the Stamp and Cheque Duties Act 1971 the District  
Land Registrar has been exempted from compliance with Section 70(1)  
of the said Act in respect of transfers granting easements.

  
Solicitor for the Transferee

## Annexure Schedule

Insert below:-

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

TRANSFER

dated

16 / 9 / 1998

page

2

of

4

pages

### Continuation of "Estate or Interest or Easement to be created"



#### DEFINITIONS

1. In this transfer unless the context otherwise requires:
  - 1.1 "Transferee" means Telecom New Zealand Limited and where not repugnant to the context, the successors and assigns, and the servants and agents of that company.
  - 1.2 "Line", "Lines", "Works" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any pole, mast, transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to or ancillary to Telecommunication and includes any part of a Line, Lines or Works and includes "existing lines" and "existing works" as defined by the Telecommunications Act 1987 and its amendments.
  - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.4 "Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instruction, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply relating to Telecommunication.
  - 1.5 "Telecommunication Easement Land" means those parts of the Servient Land comprising that part of the first described land marked "A" on Deposited Plan 182581, that part of the secondly described land marked "A" on Deposited Plan 182581, those parts of the first described land marked "C", "D" and "F" on Deposited Plan 188976 and that part of the secondly described land marked "E" on Deposited Plan 188976.

#### EASEMENT TERMS

2. The Transferee shall have the full free right, liberty and licence for all time hereafter for the Transferee, its engineers, surveyors, servants, agents, employees, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times:
  - 2.1 to lay and maintain a Line, Lines or Works in and under the soil of the Telecommunication Easement Land ~~or as the case may be erect, construct and maintain a Line, Lines or Works on and over the Telecommunication Easement Land;~~ CRB
  - 2.2 to enter and remain upon the Servient Land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the Line, Lines or Works as the case may be and opening up the soil of the Telecommunication Easement Land and making any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally to do and perform such acts or things upon the Telecommunication Easement Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted herein;

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

J-E   CRB



## Annexure Schedule

Insert below:-

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

TRANSFER

dated

16 / 9 / 1998

page

3

of

4

pages

### Continuation of "Estate or Interest or Easement to be Created"

- 2.3 to use the Line, Lines or Works for the purpose of Telecommunication without interruption or impediment.
3. In laying, maintaining, inspecting, repairing, replacing or altering a Line, Lines or Works over or under the Telecommunication Easement Land the Transferee shall:
  - 3.1 give to the Transferor reasonable notice of the Transferee's intention to enter the Servient Land (but at any time and without notice in the case of an emergency);
  - 3.2 make all reasonable attempts not to interfere with the business activity of the Transferor or the use of the Servient Land by the Transferor; and
  - 3.3 at the sole expense of the Transferee restore the surface of the Telecommunication Easement Land as nearly as possible to its former condition and consolidated to its former level in a good and workmanlike standard.
4. The easements recorded in this transfer are not in substitution for and are without prejudice to such statutory rights and authorities as the Transferee may have from time to time in respect of the Servient Land.
5. The ownership of a Line, Lines and Works installed in, over or under the Telecommunication Easement Land from time to time by the Transferee shall at all times remain vested in the Transferee and no person shall have any interest in such Line, Lines or Works by reason only of having an interest or an estate in the land.

### **DISPUTES**

6. If any dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, or if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this transfer shall be deemed a submission to arbitration

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

J. E. P. R. Q. R. C. R.

# Annexure Schedule

TRANSFER

Dated

16 / 9 / 1998

Page

4

of

4

Pages

SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED

on the 16 day of October 1998 by two of its Attorneys:

Dean Robert Allright  
Environmental Manager  
Telecom New Zealand Limited

Signature

and Craig Ritchie Bonnington  
Network Property Information Manager  
Telecom New Zealand Limited

Signature

in the presence of:

WITNESS: (to both signatures)

Belinda Kate Rusbatch  
Signature

Name:  
Occupation:  
Address:

Belinda Kate Rusbatch  
Property Project Consultant  
Wellington

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Dean Robert Allright  
Environmental Manager  
Telecom New Zealand Limited

and Craig Ritchie Bonnington  
Network Property Information Manager  
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 26 February 1998 copies of which are deposited in the Land Titles Offices at:

Auckland	as No D250016.1F	Gisborne	as No G219546.1	Napier	as No 668157
Blenheim	as No 196252.1	Hamilton	as No B469761.1	Nelson	as No 375631.1
Christchurch	as No A142475.1	Hokitika	as No 109390.1	New Plymouth	as No 448858.1
Dunedin	as No 944665.1	Invercargill	as No 256408.1	Wellington	as No B654792.1

Telecom New Zealand Limited appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Manager, Property Acquisitions and Divestments, Telecom New Zealand Limited; the Environmental Manager, Telecom New Zealand Limited; the Network Property Information Manager, Telecom New Zealand Limited; the Property Divestments Manager, Telecom New Zealand Limited; the Manager, Network Property Asset Utilisation, Telecom New Zealand Limited; the Manager, Telecom Property Services, Telecom New Zealand Limited; the Commercial Manager, Telecom Property Services, Telecom New Zealand Limited; the Manager, Corporate Services, Telecom New Zealand Limited; the Manager, Capability Management, Telecom New Zealand Limited.

2. That we are employed by Telecom in the offices set out above under our respective names and as such are Attorneys for Telecom pursuant to the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington  
this 16 day of October 1998

Signature

SIGNED at Wellington  
this 7 day of OCTOBER 1998

Signature

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

CRB

# TRANSFER

Land Transfer Act 1952

1137/47  
1137/48  
E 1133-

FOUNTAIN MANNING & CO  
SOLICITORS  
KAITIAIA

This page is for Land Registry Office Use Only.



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST LAND REGISTRAR

116 JAN 99 D 248050.8



D348049.9 TE

# **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**



**TRANSFER**  
**Land Transfer Act 1952**

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

**Land Registration District**

North Auckland

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

(1) 113D	47	All	(hereinafter referred to as "the first described land")
(2) 113D	48	All	(hereinafter referred to as "the secondly described land")
(3) 60C	420	All	(hereinafter referred to as "the thirdly described land")
(4) 60C	421	All	(hereinafter referred to as "the fourthly described land")

**Transferor Surnames must be underlined**

JAMES DESMOND EDMONDS and GAIL MARION JENNIFER EDMONDS as registered proprietors of the first described land and the secondly described land, JOHN TREVOR IRVING as registered proprietor of the thirdly described land and DAVID GODFREY LEE as registered proprietor of the fourthly described land

**Transferee Surnames must be underlined**

TELECOM NEW ZEALAND LIMITED at Wellington

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

Easement in gross for Telecommunication purposes (continued on pages 2 and 3 Annexure Schedule)

**Consideration**

\$1.00

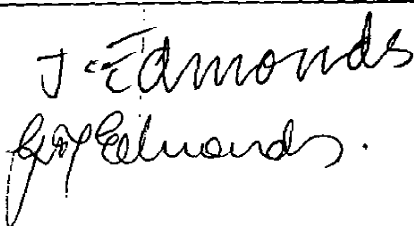
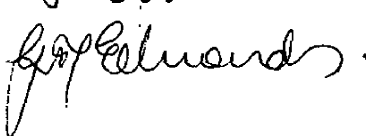
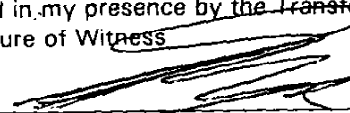
**Operative Clause**

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

Dated this 16<sup>th</sup> day of SEPTEMBER 1998

**Attestation**

(continued on pages 4 and 5 Annexure Schedule)

  	Signed in my presence by the Transferor	James Desmond Edmonds
	Signature of Witness	and Gail Marion Jennifer Edmonds
		
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	R. H. MANNING
	Occupation	SOLICITOR
	Address	KAITIA
Signature or common seal of Transferor		

**Certified correct for the purposes of the Land Transfer Act 1952**  
and that by Special Arrangement pursuant to

Certified that no conveyance duty is payable by virtue of Section 244(1) of the Stamp and Cheque Duties Act 1971. The District Land Registrar has been exempted from compliance with Section 20(1) of the said Act in respect of transfers granting easements.

  
Solicitor for the Transferee

IN THE MATTER of the land in Certificates of Title  
113D/47, 113D/48, 60C/420 and  
60C/421 (North Auckland  
Registry)

AND

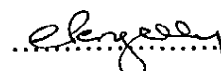
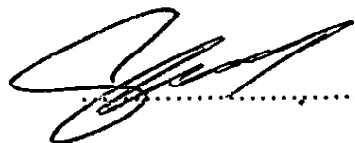
IN THE MATTER of Transfer dated 16th September  
1998 from JAMES DESMOND  
EDMONDS and GAIL MARION  
JENNIFER EDMONDS, JOHN  
TREVOR IRVING and DAVID  
GODFREY LEE creating an  
easement in gross for  
telecommunication purposes in  
favour of TELECOM NEW  
ZEALAND LIMITED

### CONSENT OF MORTGAGEE TO CREATION OF EASEMENT IN GROSS

WESTPAC BANKING CORPORATION as mortgagee under and by virtue of mortgage number C366813.1 over all the land in Certificate of Title 60C/421 (North Auckland Registry) owned by David Godfrey Lee **HEREBY CONSENTS** to the registration of memorandum of transfer dated 16th September 1998 from James Desmond Edmonds and Gail Marion Jennifer Edmonds as registered proprietors of the land in Certificates of Title 113D/47 and 113D/48, John Trevor Irving as registered proprietor of the land in Certificate of Title 60C/420 and the said David Godfrey Lee as registered proprietor of the land in Certificate of Title 60C/421 creating an easement in gross for telecommunication purposes in favour of Telecom New Zealand Limited over that part of the land comprised in the said Certificates of Title shown marked "B" on Deposited Plan 182581, but without prejudice to the rights, remedies and powers of the Bank as mortgagee under and by virtue of its said mortgage.

DATED at Auckland this 20th day of OCTOBER 1998

SIGNED by WESTPAC BANKING )  
CORPORATION by its Attorneys )  
..SARA CONSTANCE HOLDERNESS..... and )  
..CHRISTINE ELLEN PENGELLY..... )  
in the presence of: )



Signature of Witness: Irene Knowles

Full name of Witness: Irene Knowles

Occupation: BANK OFFICER  
WESTPAC TRUST

Address: 120 ALBERT STREET  
AUCKLAND

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE Sara Constance HOLDERNESS and Christine Ellen PENGELLY  
both of Auckland in New Zealand, Bank Officers

### HEREBY CERTIFY -


1. **THAT** by Deed dated the 10th July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1  
BLENHEIM (Marlborough Registry) and there numbered 187102  
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1  
DUNEDIN (Otago Registry) and there numbered 915888  
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1  
HAMILTON (South Auckland Registry) and there numbered B.367046  
HOKITIKA (Westland Registry) and there numbered 105721  
INVERCARGILL (Southland Registry) and there numbered 244294.1  
NAPIER (Hawke's Bay Registry) and there numbered 646199.1  
NELSON (Nelson Registry) and there numbered 361557.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551  
WELLINGTON (Wellington Registry) and there numbered 533510.1

**WESTPAC BANKING CORPORATION** ARBN 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.

2. **THAT** at the date of this certificate, we are both Team Leaders of a legal unit of Westpac.
3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

**SIGNED** at Auckland  
this 20th day of  
October 1998

)  
)  
)   
Christine Ellen Pengelly

## Annexure Schedule

Insert below:-

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

TRANSFER

dated

16 / 9 / 1998

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of

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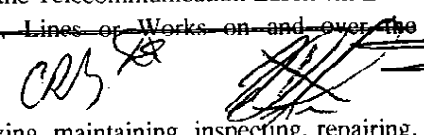
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### Continuation of "Estate or Interest or Easement to be created"

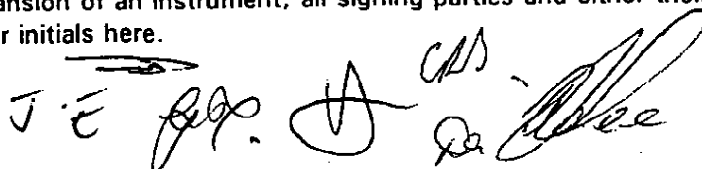
#### DEFINITIONS

1. In this transfer unless the context otherwise requires:
  - 1.1 "Transferee" means Telecom New Zealand Limited and where not repugnant to the context, the successors and assigns, and the servants and agents of that company.
  - 1.2 "Line", "Lines", "Works" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any pole, mast, transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to or ancillary to Telecommunication and includes any part of a Line, Lines or Works and includes "existing lines" and "existing works" as defined by the Telecommunications Act 1987 and its amendments.
  - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.4 "Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instruction, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply relating to Telecommunication.
  - 1.5 "Telecommunication Easement Land" means those parts of the Servient Land comprising that part of the first described land marked "B" on Deposited Plan 182581, that part of the secondly described land marked "B" on Deposited Plan 182581, that part of the thirdly described land marked "B" on Deposited Plan 182581 and that part of the fourthly described land marked "B" on Deposited Plan 182581.

#### EASEMENT TERMS

2. The Transferee shall have the full free right, liberty and licence for all time hereafter for the Transferee, its engineers, surveyors, servants, agents, employees, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times:
  - 2.1 to lay and maintain a Line, Lines or Works in and under the soil of the Telecommunication Easement Land ~~or as the case may be erect, construct and maintain a Line, Lines or Works on and over the Telecommunication Easement Land;~~ 
  - 2.2 to enter and remain upon the Servient Land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the Line, Lines or Works as the case may be and opening up the soil of the Telecommunication Easement Land and making any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally to do and perform such acts or things upon the Telecommunication Easement Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted herein;

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





## Annexure Schedule

Insert below:-

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

TRANSFER

dated

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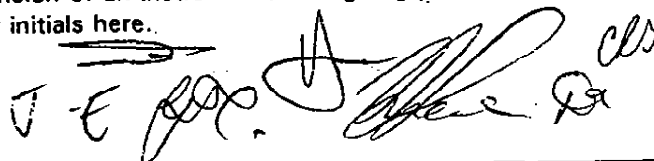
### Continuation of "Estate or Interest or Easement to be Created"

- 2.3 to use the Line, Lines or Works for the purpose of Telecommunication without interruption or impediment.
3. In laying, maintaining, inspecting, repairing, replacing or altering a Line, Lines or Works over or under the Telecommunication Easement Land the Transferee shall:
  - 3.1 give to the Transferor reasonable notice of the Transferee's intention to enter the Servient Land (but at any time and without notice in the case of an emergency);
  - 3.2 make all reasonable attempts not to interfere with the business activity of the Transferor or the use of the Servient Land by the Transferor; and
  - 3.3 at the sole expense of the Transferee restore the surface of the Telecommunication Easement Land as nearly as possible to its former condition and consolidated to its former level in a good and workmanlike standard.
4. The easements recorded in this transfer are not in substitution for and are without prejudice to such statutory rights and authorities as the Transferee may have from time to time in respect of the Servient Land.
5. The ownership of a Line, Lines and Works installed in, over or under the Telecommunication Easement Land from time to time by the Transferee shall at all times remain vested in the Transferee and no person shall have any interest in such Line, Lines or Works by reason only of having an interest or an estate in the land.

### DISPUTES

6. If any dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties shall enter into negotiations in good-faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, or if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this transfer shall be deemed a submission to arbitration

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# Annexure Schedule

Insert below:-

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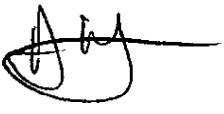
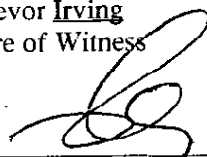
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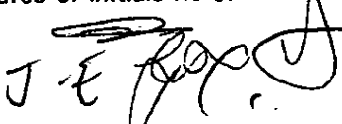



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## Continuation of "Attestation"

	Signed in my presence by the Transferor John Trevor <u>Irving</u> Signature of Witness
	
Witness to completed in BLOCK letters (unless typewritten or legibly stamped)	
Witness name <u>ANDREW IRVING</u>	
Occupation <u>OSTEOPATH</u>	
Address <u>16 TUI ST. ACHIMARA</u>	
Signature of Transferor	

	Signed in my presence by the Transferor David Godfrey <u>Lee</u> Signature of Witness
	
Witness to completed in BLOCK letters (unless typewritten or legibly stamped)	
Witness name <u>Joy Moller</u>	
Occupation <u>Police Officer</u>	
Address <u>20 Back Valley Road, Pkha, West Auckland.</u>	
Signature of Transferor	

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# Annexure Schedule

TRANSFER

Dated

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Pages

## SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED

on the 10 day of October 1998 by two of its Attorneys:

Dean Robert Allright  
Environmental Manager  
Telecom New Zealand Limited

and Craig Ritchie Bonnington  
Network Property Information Manager  
Telecom New Zealand Limited

*[Signature]*

Signature

*[Signature]*

Signature

in the presence of:

WITNESS: (to both signatures)

*[Signature]*

Signature

Name: Belinda Kate Rusbatch  
Occupation: Property Project Consultant  
Address: Wellington

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Dean Robert Allright  
Environmental Manager  
Telecom New Zealand Limited

and

Craig Ritchie Bonnington  
Network Property Information Manager  
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 26 February 1998 copies of which are deposited in the Land Titles Offices at:

Auckland	as No D250016.1F	Gisborne	as No G219546.1	Napier	as No 668157
Blenheim	as No 196252.1	Hamilton	as No B469761.1	Nelson	as No 375631.1
Christchurch	as No A342475.1	Hokitika	as No 109390.1	New Plymouth	as No 448858.1
Dunedin	as No 944665.1	Invercargill	as No 256408.1	Wellington	as No B654792.1

Telecom New Zealand Limited appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Manager, Property Acquisitions and Divestments, Telecom New Zealand Limited; the Environmental Manager, Telecom New Zealand Limited; the Network Property Information Manager, Telecom New Zealand Limited; the Property Divestments Manager, Telecom New Zealand Limited; the Manager, Network Property Asset Utilisation, Telecom New Zealand Limited; the Manager, Telecom Property Services, Telecom New Zealand Limited; the Commercial Manager, Telecom Property Services, Telecom New Zealand Limited; the Manager, Corporate Services, Telecom New Zealand Limited; the Manager, Capability Management, Telecom New Zealand Limited.

2. That we are employed by Telecom in the offices set out above under our respective names and as such are Attorneys for Telecom pursuant to the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington  
this 10 day of October 1998

*[Signature]*

SIGNED at Wellington  
this 7 day of OCTOBER 1998

*[Signature]*

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



# TRANSFER

Land Transfer Act 1952

600/120  
600/421  
1137/48  
1137/47

9 E 167-

FOUNTAIN MANNING & CO  
SOLICITORS  
KAITIA

1.16 14 JAN 99 D 348050.19

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH  
ASST LAND REGISTRAR

1137/47-48  
600/421

REGISTERED  
KAITIA  
NEW ZEALAND



D348049.10TE

## **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

*If there is not enough space in any of the panels below, cross reference to and use the approved annexure schedule: no other format will be received*

**Land Registration District**

North Auckland

Certificate of Title No.	All or Part?	Area and legal description - <i>Insert only when part or Stratum, CT</i>
(1) 113D	47	All
(2) 113D	48	All
		(hereinafter referred to as "the first described land")
		(hereinafter referred to as "the secondly described land")

**Transferor Surnames must be underlined**

JAMES DESMOND EDMONDS and GAIL MARION JENNIFER EDMONDS (hereinafter referred to as "the Grantor")

**Transferee Surnames must be underlined**

TOP ENERGY LIMITED at Kaikohe (hereinafter referred to as "the Grantee")

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

Electricity Transmission Easement in gross (continued on pages 2, 3, 4, 5, 6 & 7 Annexure Schedule)

**Consideration**

\$1.00


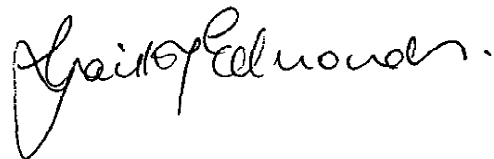

**Operative Clause**

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

Dated this 16<sup>th</sup> day of SEPTEMBER 1998


**Attestation**

(continued on page 8 Annexure Schedule)

 	Signed in my presence by the Transferor	James Desmond Edmonds
	Signature of Witness	and Gail Marion Jennifer Edmonds
		
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	B. H. MANNING
	Occupation	SOLICITOR
	Address	KAITIA

Signature or common seal of Transferor

**Certified correct for the purposes of the Land Transfer Act 1952**  
and that by Special Arrangement pursuant to  
Section 70(2) of the Stamp and Cheque Duties Act 1971 the District  
Land Registrar has been exempted from compliance with Section 70(1)  
of the said Act in respect of transfers granting easements.

  
Solicitor for the Transferee



## Annexure Schedule

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### Estate or Interest or Easement to be created (continued)

#### 1. TRANSFER AND GRANT OF TRANSMISSION EASEMENT

1.1 In consideration of the covenants on the part of the Grantee contained in this Transfer, the Grantor TRANSFERS AND GRANTS to the Grantee and any other persons authorised (expressly or impliedly) by the Grantee the following rights and interests as an easement in gross ("the Transmission Easement").

1.1.1 The right to survey and investigate in respect of, and to lay, construct, operate, inspect, use, cleanse, maintain, repair, renew, upgrade, change the size of and remove, the Transmission Line in, under and through that part of the first described land which is marked "A" on Deposited Plan 182581, that part of the secondly described land which is marked "A" on Deposited Plan 182581, those parts of the first described land which are marked "C", "D" and "F" on Deposited Plan 188976 and that part of the secondly described land which is marked "E" on Deposited Plan 188976 ("the Servient Land").

1.1.2 The right to convey, send, transmit or transport electricity and telecommunications signals, waves or impulses under and through the Servient Land by underground Transmission Line.

1.1.3 The right with any vehicles, equipment, aircraft, and materials of any kind, to enter on the Servient Land for any and all purposes necessary or convenient for the Grantee to exercise its rights and interests granted under this Transfer (including the right to extinguish fires), but subject to the conditions that as little disturbance as is reasonably possible is caused to the Grantor, the Servient Land and adjoining land of the Grantor, and the Grantor's stock and other property in doing so and that, where applicable, all gates on the land are left as the Grantee and those other authorised persons find them and subject also as provided in clause 2.3.1 hereof.

1.1.4 The right to keep the Servient Land cleared of all buildings or structures (including any buildings or structures which overhang the Servient Land) by any means reasonably necessary but subject as hereinafter provided.

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

- (a) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum depth or clearance of the Transmission Line;

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INITIAL  
X

J-E [Signature]

LS

[Signature]

## Annexure Schedule

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- (b) unreasonably impede the Grantee's access over the Servient Land; or
- (c) inhibits the safe and efficient operation of the Transmission Line.

### 2. COVENANTS

#### 2.1 Ownership of the Transmission Line

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

#### 2.2 Buildings, Structures, Fences and Vegetation

- 2.2.1 The Grantee may consent in writing to certain existing buildings, structures, fences or vegetation upon or overhanging the Servient Land at the date of this Transfer remaining there. If the existence of those buildings, structures, fences or vegetation so consented to, or any additional buildings, structures, fences or vegetation consented to pursuant to clause 2.2.3, subsequently results in a situation described in clause 1.1.5(a) - (c) then such consent may be revoked by the Grantee but without compensation. If such consent is revoked the cost of removal of any buildings, structures, fences or vegetation shall be borne by the Grantee. Before removing any buildings, structures, fences or vegetation pursuant to this clause the Grantee shall consult with the Grantor so the Grantor is given a reasonable opportunity to attend to the removal himself should the Grantor so wish or to take steps to prevent the situations described in clause 1.1.5(a) - (c) or to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Grantor's responsibility.
- 2.2.2 The Grantee shall be responsible for the removal of any building, structures, fences or vegetation on or overhanging the Servient Land at the date of this Transfer in respect of which no consent in writing has been sought or obtained pursuant to clause 2.2.1 and to which any of the situations described in clause 1.1.5(a) - (c) apply but before removing any buildings, structures, fences or vegetation pursuant to this clause the Grantee shall consult with the Grantor so the Grantor is given a reasonable opportunity to attend to the removal himself should the Grantor so wish or to take steps to prevent the situations described in clause 1.1.5(a) - (c) or to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Grantor's responsibility.
- 2.2.3 The Grantee may consent in writing to the construction after the date of this Transfer of any buildings, structures, fences, or the planting or cultivation of vegetation including trees and shrubs on the Servient Land, or on the adjoining land

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of the Grantor to the extent any buildings, structures, fences or vegetation overhangs the Servient Land.

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

2.3 **Restoration of Land**

- 2.3.1 The Grantee will be responsible for restoring any part of the Servient Land and/or adjoining land of the Grantor affected by the Grantee exercising any of its rights under this Transfer to a condition equivalent, as far as is reasonably practicable, to that existing before the Grantee exercised those rights.

2.4 **Grantor's Continued Use of Servient Land**

- 2.4.1 The Grantor may use the Servient Land so long as that use does not unreasonably interfere with the enjoyment of the Grantee's rights and interests granted under this Transfer.

2.5 **Restrictions on Grantor's Use**

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

- (a) make, or permit to be made, any alterations or additions to any buildings or structures existing on the Servient Land at the date of this Transfer which affect the overall dimensions of those buildings or structures;
- (b) erect or permit the erection, of any buildings or structures on the Servient Land;
- (c) stockpile or fill with, or permit the stockpiling of or filling with, any soil, sand, gravel or other substance or materials, or construct, or permit the construction of, any roads, dam walls or other earthworks on the Servient Land or remove or permit the removal of any soil sand gravel or other substance from the Servient Land, which would in any way reduce the

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depth of the Transmission Line below the ground level to less than the minimum depth that may exist, from time to time, in statute, regulations, code of practice or otherwise;

- (d) burn off crops, trees or undergrowth within the Servient Land;
- (e) disturb any survey pegs or markers placed on the Servient Land by the Grantee; or
- (f) do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.

2.5.2 The consent of the Grantee required under clause 2.5.1. will not be unreasonably withheld, but may be given subject to reasonable conditions (including the power to revoke without compensation where the exercise of that power is reasonably necessary).

### 2.6 Restrictions on Grantee's Use of Land

2.6.1 The Grantee will install and maintain the Transmission Line underground so as not to unreasonably interfere with the ordinary cultivation of the land or with any formed carriageway or other improvements on the Servient Land and in so doing, or in laying, constructing, operating, inspecting, using, cleansing, maintaining, repairing, renewing, upgrading, replacing, changing the size of or removing the Transmission Line, will cause as little damage as is reasonably possible to the surface of the Servient Land.

### 2.7 Statutes and Regulations

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

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

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## Annexure Schedule

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### 2.8 Indemnity Against Third Party Claims

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

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

### 2.9 Licence and Assignment

2.9.1 The Grantee may grant any licence or right of all or any part of any estate or interest conferred by this Transfer and may assign all or any part of that estate or interest but subject always to the terms covenants and conditions set out herein.

### 2.10 Perpetual Easement

2.10.1 No power is implied for the Grantor to determine the Transmission Easement for any breach of covenant (express or implied) or for any causes whatever. It is the intention of the parties that the Transmission Easement will subsist forever or until duly surrendered.

### 2.11 Arbitration

2.11.1 All disputes and differences which may arise between the parties in relation to this Transfer, or as to any matter arising under this Transfer or in relation to the parties' rights or obligations under this Transfer, will be referred to arbitration in accordance with the Arbitration Act 1996.

2.11.2 The arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that party's desire to have the matter referred to arbitration.

2.11.3 The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by two arbitrators, one to be appointed by each party, and their umpire to

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## Annexure Schedule

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be appointed by the arbitrators before they begin to consider the dispute or difference.

2.11.4 The award in the arbitration will be final and binding on the parties.

### 2.12 Interpretation

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

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

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Y J-E [Signature] [Signature] [Signature]

## Annexure Schedule

## TRANSFER

**Dated**

10/9/1998

Page

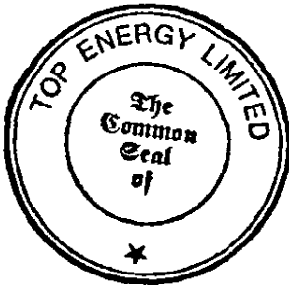
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## Pages

### Continuation of "Attestation"



Signed in my presence by the Transferee

Signature of Witness

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

Witness name

### Occupation

## Address

Signature or common seal of Transferee

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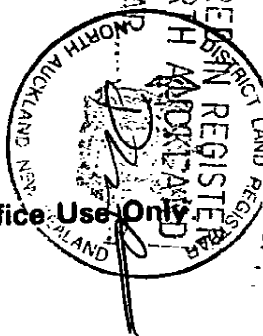
# TRANSFER

Land Transfer Act 1952

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SOLICITORS  
KAITIA

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PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST LAND REGISTRAR  
1137 147-48



This page is for Land Registry Office Use Only



D 3480 49.11 TE

## **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

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

**Land Registration District**

North Auckland

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

(1) 113D	47	All	(hereinafter referred to as "the first described land")
(2) 113D	48	All	(hereinafter referred to as "the secondly described land")
(3) 60C	420	All	(hereinafter referred to as "the thirdly described land")
(4) 60C	421	All	(hereinafter referred to as "the fourthly described land")

**Transferor Surnames must be underlined**

JAMES DESMOND EDMONDS and GAIL MARION JENNIFER EDMONDS as registered proprietors of the first described land and the secondly described land. JOHN TREVOR IRVING as registered proprietor of the thirdly described land and DAVID GODFREY LEE as registered proprietor of the fourthly described land (hereinafter together referred to as "the Grantor")

**Transferee Surnames must be underlined**

TOP ENERGY LIMITED at Kaikohe (hereinafter referred to as "the Grantee")

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

Electricity Transmission Easement in gross (continued on pages 2, 3, 4, 5, 6 & 7 Annexure Schedule)

**Consideration**

\$1.00

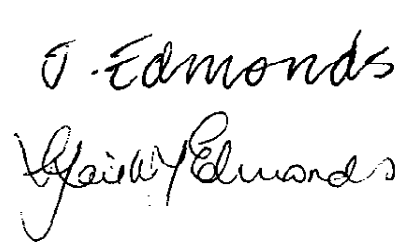

**Operative Clause**

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

Dated this 16<sup>th</sup> day of SEPTEMBER 1998


(continued on pages 8 and 9 Annexure Schedule)

**Attestation**

 	Signed in my presence by the Transferor		James Desmond Edmonds
	Signature of Witness		and Gail Marion Jennifer Edmonds
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)		
	Witness name	R. H. MANNING	
Occupation	SOLICITOR		
Address	KAITIAA		
Signature or common seal of Transferor			

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

and that by Special Arrangement pursuant to Section 70(2) of the Stamp and Cheque Duties Act 1971 the District Land Registrar has been exempted from compliance with Section 70(1) of the said Act in respect of transfers granting easements.

  
Solicitor for the Transferee

IN THE MATTER of the land in Certificates of Title  
113D/47, 113D/48, 60C/420 and  
60C/421 (North Auckland  
Registry)

AND

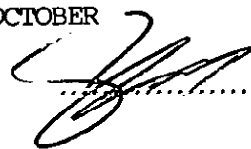
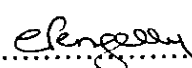
IN THE MATTER of Transfer dated  
1998 from JAMES DESMOND  
EDMONDS and GAIL MARION  
JENNIFER EDMONDS, JOHN  
TREVOR IRVING and DAVID  
GODFREY LEE creating an  
electricity transmission easement  
in gross in favour of TOP  
ENERGY LIMITED at Kaikohe

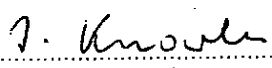
### CONSENT OF MORTGAGEE TO CREATION OF EASEMENT IN GROSS

**WESTPAC BANKING CORPORATION** as mortgagee under and by virtue of mortgage number **C366813.1** over all the land in Certificate of Title **60C/421** (North Auckland Registry) owned by David Godfrey Lee **HEREBY CONSENTS** to the registration of memorandum of transfer dated 16th September 1998 from James Desmond Edmonds and Gail Marion Jennifer Edmonds as registered proprietors of the land in Certificates of Title 113D/47 and 113D/48, John Trevor Irving as registered proprietor of the land in Certificate of Title 60C/420 and the said David Godfrey Lee as registered proprietor of the land in Certificate of Title 60C/421 creating an electricity transmission easement in gross in favour of Top Energy Limited over that part of the land comprised in the said Certificates of Title shown marked "B" on Deposited Plan **182581**, but without prejudice to the rights, remedies and powers of the Bank as mortgagee under and by virtue of its said mortgage.

DATED at Auckland this 20th day of OCTOBER 1998

SIGNED by WESTPAC BANKING )  
CORPORATION by its Attorneys )  
SARA CONSTANCE HOLDERNESS ..... and )  
CHRISTINE ELLEN PENGELLY ..... )  
in the presence of: )

  
.....  
  
.....

Signature of Witness:   
Full name of Witness Irene Knowles  
Occupation: BANK OFFICER  
WESTPAC TRUST  
Address: 120 ALBERT STREET  
AUCKLAND



## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE Sara Constance HOLDERNESS and Christine Ellen PENGELLY  
both of Auckland in New Zealand, Bank Officers

### HEREBY CERTIFY -


1. **THAT** by Deed dated the 10th July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1  
BLENHEIM (Marlborough Registry) and there numbered 187102  
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1  
DUNEDIN (Otago Registry) and there numbered 915888  
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1  
HAMILTON (South Auckland Registry) and there numbered B.367046  
HOKITIKA (Westland Registry) and there numbered 105721  
INVERCARGILL (Southland Registry) and there numbered 244294.1  
NAPIER (Hawke's Bay Registry) and there numbered 646199.1  
NELSON (Nelson Registry) and there numbered 361557.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551  
WELLINGTON (Wellington Registry) and there numbered 533510.1

**WESTPAC BANKING CORPORATION** ARBN 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.

2. **THAT** at the date of this certificate, we are both Team Leaders of a legal unit of Westpac.
3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland  
this 20th day of  
October 1998

)   
)  
) *Christine Pengelly*

## Annexure Schedule

Insert below:-

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

TRANSFER

dated

16/9/1998

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### Estate or Interest or Easement to be created (continued)

#### 1. TRANSFER AND GRANT OF TRANSMISSION EASEMENT

- 1.1 In consideration of the covenants on the part of the Grantee contained in this Transfer, the Grantor TRANSFERS AND GRANTS to the Grantee and any other persons authorised (expressly or impliedly) by the Grantee the following rights and interests as an easement in gross ("the Transmission Easement").
- 1.1.1 The right to survey and investigate in respect of, and to lay, construct, operate, inspect, use, cleanse, maintain, repair, renew, upgrade, change the size of and remove, the Transmission Line in, under and through that part of the first described land which is marked "B" on Deposited Plan 182581, that part of the secondly described land which is marked "B" on Deposited Plan 182581, that part of the thirdly described land which is marked "B" on Deposited Plan 182581 and that part of the fourthly described land which is marked "B" on Deposited Plan 182581 ("the Servient Land").
- 1.1.2 The right to convey, send, transmit or transport electricity and telecommunications signals, waves or impulses under and through the Servient Land by underground Transmission Line.
- 1.1.3 The right with any vehicles, equipment, aircraft, and materials of any kind, to enter on the Servient Land for any and all purposes necessary or convenient for the Grantee to exercise its rights and interests granted under this Transfer (including the right to extinguish fires), but subject to the conditions that as little disturbance as is reasonably possible is caused to the Grantor, the Servient Land and adjoining land of the Grantor, and the Grantor's stock and other property in doing so and that, where applicable, all gates on the land are left as the Grantee and those other authorised persons find them and subject also as provided in clause 2.3.1 hereof.
- 1.1.4 The right to keep the Servient Land cleared of all buildings or structures (including any buildings or structures which overhang the Servient Land) by any means reasonably necessary but subject as hereinafter provided.
- 1.1.5 The right to keep the Servient Land cleared of any fences or vegetation, both natural and cultivated, including trees and shrubs (including any fences, or vegetation which overhang the Servient Land) by any means reasonably necessary where such fences or vegetation:
- (a) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum depth or clearance of the Transmission Line:

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

X Initial

28

J-E J. J. J.

Free (G)

## Annexure Schedule

Insert below:-

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

TRANSFER

dated

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- (b) unreasonably impede the Grantee's access over the Servient Land; or
- (c) inhibits the safe and efficient operation of the Transmission Line.

### 2. COVENANTS

#### 2.1 Ownership of the Transmission Line

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

#### 2.2 Buildings, Structures, Fences and Vegetation

- 2.2.1 The Grantee may consent in writing to certain existing buildings, structures, fences or vegetation upon or overhanging the Servient Land at the date of this Transfer remaining there. If the existence of those buildings, structures, fences or vegetation so consented to, or any additional buildings, structures, fences or vegetation consented to pursuant to clause 2.2.3, subsequently results in a situation described in clause 1.1.5(a) - (c) then such consent may be revoked by the Grantee but without compensation. If such consent is revoked the cost of removal of any buildings, structures, fences or vegetation shall be borne by the Grantee. Before removing any buildings, structures, fences or vegetation pursuant to this clause the Grantee shall consult with the Grantor so the Grantor is given a reasonable opportunity to attend to the removal himself should the Grantor so wish or to take steps to prevent the situations described in clause 1.1.5(a) - (c) or to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Grantor's responsibility.
- 2.2.2 The Grantee shall be responsible for the removal of any building, structures, fences or vegetation on or overhanging the Servient Land at the date of this Transfer in respect of which no consent in writing has been sought or obtained pursuant to clause 2.2.1 and to which any of the situations described in clause 1.1.5(a) - (c) apply but before removing any buildings, structures, fences or vegetation pursuant to this clause the Grantee shall consult with the Grantor so the Grantor is given a reasonable opportunity to attend to the removal himself should the Grantor so wish or to take steps to prevent the situations described in clause 1.1.5(a) - (c) or to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Grantor's responsibility.
- 2.2.3 The Grantee may consent in writing to the construction after the date of this Transfer of any buildings, structures, fences, or the planting or cultivation of vegetation including trees and shrubs on the Servient Land, or on the adjoining land

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

X      J-E      J. Gao.      [Signature]      [Signature]

## Annexure Schedule

Insert below:-

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

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of the Grantor to the extent any buildings, structures, fences or vegetation overhangs the Servient Land.

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

### 2.3 Restoration of Land

- 2.3.1 The Grantee will be responsible for restoring any part of the Servient Land and/or adjoining land of the Grantor affected by the Grantee exercising any of its rights under this Transfer to a condition equivalent, as far as is reasonably practicable, to that existing before the Grantee exercised those rights.

### 2.4 Grantor's Continued Use of Servient Land

- 2.4.1 The Grantor may use the Servient Land so long as that use does not unreasonably interfere with the enjoyment of the Grantee's rights and interests granted under this Transfer.

### 2.5 Restrictions on Grantor's Use

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

- (a) make, or permit to be made, any alterations or additions to any buildings or structures existing on the Servient Land at the date of this Transfer which affect the overall dimensions of those buildings or structures;
- (b) erect or permit the erection, of any buildings or structures on the Servient Land;
- (c) stockpile or fill with, or permit the stockpiling of or filling with, any soil, sand, gravel or other substance or materials, or construct, or permit the construction of, any roads, dam walls or other earthworks on the Servient Land or remove or permit the removal of any soil sand gravel or other substance from the Servient Land, which would in any way reduce the

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X LL J.E. [Signature] [Signature] [Signature]



## Annexure Schedule

Insert below:-

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

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depth of the Transmission Line below the ground level to less than the minimum depth that may exist, from time to time, in statute, regulations, code of practice or otherwise;

- (d) burn off crops, trees or undergrowth within the Servient Land;
- (e) disturb any survey pegs or markers placed on the Servient Land by the Grantee; or
- (f) do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.

2.5.2 The consent of the Grantee required under clause 2.5.1. will not be unreasonably withheld, but may be given subject to reasonable conditions (including the power to revoke without compensation where the exercise of that power is reasonably necessary).

### 2.6 Restrictions on Grantee's Use of Land

2.6.1 The Grantee will install and maintain the Transmission Line underground, so as not to unreasonably interfere with the ordinary cultivation of the land or with any formed carriageway or other improvements on the Servient Land and in so doing, or in laying, constructing, operating, inspecting, using, cleansing, maintaining, repairing, renewing, upgrading, replacing, changing the size of or removing the Transmission Line, will cause as little damage as is reasonably possible to the surface of the Servient Land.

### 2.7 Statutes and Regulations

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

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

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

X

HL

J-E

for

J

E. Lee (G)

## Annexure Schedule

Insert below:-

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

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### 2.8 Indemnity Against Third Party Claims

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

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

### 2.9 Licence and Assignment

2.9.1 The Grantee may grant any licence or right of all or any part of any estate or interest conferred by this Transfer and may assign all or any part of that estate or interest but subject always to the terms covenants and conditions set out herein.

### 2.10 Perpetual Easement

2.10.1 No power is implied for the Grantor to determine the Transmission Easement for any breach of covenant (express or implied) or for any causes whatever. It is the intention of the parties that the Transmission Easement will subsist forever or until duly surrendered.

### 2.11 Arbitration

2.11.1 All disputes and differences which may arise between the parties in relation to this Transfer, or as to any matter arising under this Transfer or in relation to the parties' rights or obligations under this Transfer, will be referred to arbitration in accordance with the Arbitration Act ~~1992~~ 1996

2.11.2 The arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that party's desire to have the matter referred to arbitration.

2.11.3 The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by two arbitrators, one to be appointed by each party, and their umpire to

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

X H J.E. [Signature] [Signature] [Signature] [Signature]

## Annexure Schedule

Insert below:-

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

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be appointed by the arbitrators before they begin to consider the dispute or difference.


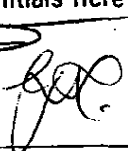



2.11.4 The award in the arbitration will be final and binding on the parties.

### 2.12 Interpretation

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

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

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

X  J-E    

# Annexure Schedule

Insert below:-

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

TRANSFER

dated

16 / 9 / 1998

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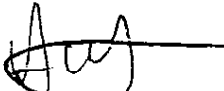
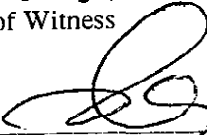
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pages



## Continuation of "Attestation"

 Signature of Transferor	Signed in my presence by the Transferor John Trevor <u>Irving</u> Signature of Witness
	
	Witness to completed in <b>BLOCK</b> letters (unless typewritten or legibly stamped)
	Witness name <u>ANDREW IRVING</u> Occupation <u>OSTEOPATH</u> Address <u>16 TUI ST. AHIKARA</u>

 Signature of Transferor	Signed in my presence by the Transferor David Godfrey <u>Lee</u> Signature of Witness
	
	Witness to completed in <b>BLOCK</b> letters (unless typewritten or legibly stamped)
	Witness name <u>JOY MOLLEX</u> Occupation <u>Police Officer</u> Address <u>20 BARK VALLEY ROAD, PIHA, WEST AUCKLAND</u>

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

X 







# Annexure Schedule

TRANSFER

Dated

10 / 9 / 1998

Page

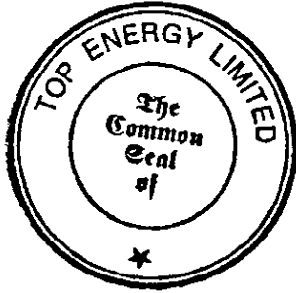
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Pages

## Continuation of "Attestation"



Signature or common seal of Transferee

Signed in my presence by the Transferee

Signature of Witness

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

Witness name

Occupation

Address

SIGN  
[Handwritten signature]  
[Handwritten signature]  
[Handwritten signature]

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

# TRANSFER

Land Transfer Act 1952

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FOUNTAIN MANNING & CO  
SOLICITORS  
KAITIA

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1.16 14.JAN99 D 348050  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR  
1137/47-48  
600/420-421



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# **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

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

Land Registration District

North Auckland

Certificate of Title No.

All or Part?

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

(1) 85A	439	All	(hereinafter referred to as "the first described land")
(2) T13D	47	All	(hereinafter referred to as "the secondly described land")

Transferor Surnames must be underlined

~~HUBERT DUDLEY SAMPSON~~, JEAN SAMPSON, LEON ADRIAAN LANGERAK and KATHLEEN HELEN LANGERAK as registered proprietors of the first described land and JAMES DESMOND EDMONDS and GAIL MARION JENNIFER EDMONDS as registered proprietors of the secondly described land

Transferee Surnames must be underlined

THE FAR NORTH DISTRICT COUNCIL

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

~~Right to drain sewage~~ in gross  
(continued on page 2 Annexure Schedule)

Consideration

\$1.00

Operative Clause

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

Dated this 11<sup>th</sup> day of September 1998

(continued on page 2 and 3 Annexure Schedule)

Attestation

Signature or common seal of Transferor	Signed in my presence by the Transferor	Hubert Dudley Sampson
	Signature of Witness	
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	
	Occupation	
	Address	

Certified correct for the purposes of the Land Transfer Act 1952

and that by Special Arrangement pursuant to Section 70(2) of the Stamp and Cheque Duties Act 1971 the District Land Registrar has been exempted from compliance with Section 70(1) of the said Act in respect of transfers granting easements.

Solicitor for the Transferee



Taranaki	417741.	Otago	873424.
Wellington	B413857.1	Southland	227623.1

2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.

SIGNED by the abovenamed )  
 Local Attorney at Auckland )  
 this 01 )  
 day of DECEMBER 1998 )

23-DEC-1998 7:44 FROM GELLERT IVANSON TO 094083110 P.003/003

*\* LTO* original of this doc is with the following MORTGAGEE'S CONSENT dealing X

ANZ BANKING GROUP (NEW ZEALAND) LIMITED the Mortgagee under and by virtue of Memorandum of Mortgage No D207238.2 HEREBY CONSENTS to the within registration of documents referred to in the schedule hereto but without prejudice to the mortgagee's rights powers and remedies under the said Mortgage.

#### SCHEDULE

1. Transfer dated the \_\_\_\_\_ day of \_\_\_\_\_ 1998 in favour of Telecom New Zealand Limited.
2. Transfer dated the \_\_\_\_\_ day of \_\_\_\_\_ 1998 in favour of Top Energy Limited.
3. Transfer dated the \_\_\_\_\_ day of \_\_\_\_\_ 1998 in favour of Far North District Council.

Dated this 1st day of December 1998

Signed by ANZ BANKING GROUP (NEW ZEALAND) LIMITED

by its Attorney Robert James Cullen  
 Manager Securities

Witness to the execution by

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

Witness: ..... Samantha Esther Gates .....  
 Bank Officer Auckland

Occupation: .....

Address: .....

## Annexure Schedule

Insert below:-

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

TRANSFER

dated

11<sup>th</sup> September

1998

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of


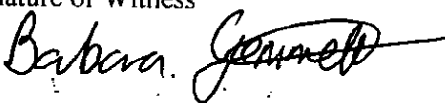
3

pages


## Continuation of "Estate or Interest or Easement to be created"

The Transferee shall have the right to drain sewage over that part of the first described land marked "A" on Deposited Plan 188976 and the right to drain sewage over those parts of the secondly described land marked "B", "C" and "D" on Deposited Plan 188976.

## Continuation of "Attestation"

	Signed in my presence by the Transferor	
	Jean <u>Sampson</u>	
	Signature of Witness	
		
Witness to completed in BLOCK letters (unless typewritten or legibly stamped)		
Witness name		Barbara Gemmell
Occupation		Property Consultant
Address		12a Muntai Road, Muford
Signature or common seal of Transferor		

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

J.E.  B.

# Annexure Schedule

TRANSFER

Dated

16 September 1998

Page

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of

3

Pages

## Continuation of "Attestation"

<p><i>[Signature]</i></p> <p>Signature of Transferor</p>	<p>Signed in my presence by the Transferor Leon Adriaan <u>Langerak</u></p> <p>Signature of Witness</p> <p><i>[Signature]</i></p> <p>Witness to completed in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name <u>MICHAEL JAMES ARGER</u></p> <p>Occupation <u>GARAGE Collector</u></p> <p>Address <u>c/o ANIPARA P.O.</u></p>
<p><i>[Signature]</i></p> <p>Signature of Transferor</p>	<p>Signed in my presence by the Transferor Kathleen Helen <u>Langerak</u></p> <p>Signature of Witness</p> <p><i>[Signature]</i></p> <p>Witness to completed in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name <u>Jan Spinley</u></p> <p>Occupation <u>Property Consultant</u></p> <p>Address <u>Paimatahi Rd RD3 Kaitiaki</u></p>
<p><i>[Signature]</i></p> <p>Signature of Transferor</p>	<p>Signed in my presence by the Transferor James Desmond <u>Edmonds</u> and Gail Marion <u>Jennifer Edmonds</u></p> <p>Signature of Witness</p> <p><i>[Signature]</i></p> <p>Witness to completed in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name <u>R.H. MANNING</u></p> <p>Occupation <u>Solicitor</u></p> <p>Address <u>Kaitiaki</u></p>

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

*[Signature]* J-E *[Signature]*

*[Signature]*

# TRANSFER

of Drainage Easement in Gross (Right to Drain Sewage)

Land Transfer Act 1952

85A/439  
1132/47

12F E /133-

FOUNTAIN MANNING & CO  
SOLICITORS  
KAITIA

1.16 14.JAN.99 D 348050-12  
PARTICULARS ENTERED IN REGISTRY  
LAND REGISTRY NORTH AUCKLAND  
ASST. LAND REGISTRAR  
85A/439.  
1132/47

This page is for Land Registry Office Use Only.







DocID: 311303158

# EASEMENT CERTIFICATE

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

I/We MICHAEL CURTIS BURDICK ELIZABETH HARRIET HARWOOD  
MICKAEL EMMANUEL JOCELYN GOHIER ANDREW DWIGHT IRVING JOY GAIL MOLLER  
JOHN TREVOR IRVING DAVID GODFREY LEE

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland

on the                      day of                      2003 under No. 209138  
 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. 209138

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 1	A and L	Lots 2,3,4	NA135D/682
Electric Power Supply	Lot 2	B	Lots 1,3,4	NA135D/683
Telecommunica- tions	Lot 3	C	Lots 1,2,4	NA135D/684
	Lot 4	D	Lots 1,2,3	NA135D/685
	Lot 3	E	Lot 4	NA113D/47
	Lot 2	F	Lots 3,4	NA113D/48
→ Drainage	Lot 2	G and H	Lots 1,3,4 Lot 4 DP 108257	NA60C/420
	Lot 1	I	Lots 2,3,4 Lot 4 DP108257	NA60C/421
	Lot 2	J	Lot 3	
	Lot 1	K and L	Lot 4 DP 108257	
	Lot 1	M	Lots 2,3,4	

MK 10

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

1. Rights and powers:

As provided by the Seventh Schedule of the Land Transfer Act 1952 the electricity power supply and telecommunications easements to be the right to convey electricity and telephone and communications as if it were a right to convey water and as if the cables were pipes mutatis mutandis.

Rights implied in easements of vehicular right of way set out in the Ninth Schedule to the Property Law Act 1952.

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

As provided by the Seventh Schedule of the Land Transfer Act 1952 the electric power supply and telecommunications easements to be read as if it were a right to convey water mutatis mutandis.

Dated this 2nd day of June 2003

Signed by the above-named

MICHAEL CURTIS BURDICK

M.C. Burdick

M.C. Burdick

in the presence of

Witness .....

Occupation .....

Address .....  
(Not a cler)

SUBSCRIBED AND SWORN TO BEFORE ME

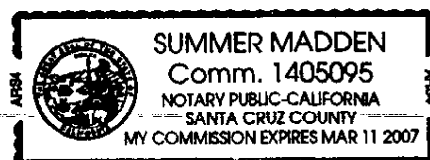
THIS 2 DAY OF June 2003

Summer Madden

NOTARY PUBLIC

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:



# EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
Clive Patterson Solicitor KAITAIA

1359/602-605 (Mey)

Auckland District Law Society  
REF: 4050

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

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## Annexure Schedule



## Insert type of instrument

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

Easement Certificate

Dated

2 / 6 / 03

Page

3

of

3

pages

(Continue in additional Annexure Schedule, if required.)

Dated this 19 day of February 2003

Signed by the above-named  
ELIZABETH HARRIET HARWOOD

in the presence of

Witness *[Signature]*  
Occupation DIANE EVELYN SNOW  
Address SOLICITOR  
AUCKLAND

Dated this 19 day of February 2003

Signed by the above-named  
MICKAEL EMMANUEL JOCELYN GOHIER

in the presence of

Witness *[Signature]*  
Occupation DIANE EVELYN SNOW  
Address SOLICITOR  
AUCKLAND

Dated this 28 day of July 2003

Signed by the above-named  
ANDREW DWIGHT IRVING

in the presence of

Witness *[Signature]*  
Occupation *Teacher*  
Address 16 T. & Ahipara

Dated this 28 day of July 2003

Signed by the above-named  
JOY GAIL MOLLER

in the presence of

Witness *[Signature]*  
Occupation *Teacher*  
Address 16 T. & Ahipara

Dated this 24 day of August 2003

Signed by the above-named  
JOHN TREVOR IRVING

in the presence of

Witness *[Signature]*  
Occupation *UINTER*  
Address 50 PRINCESS ST - MARTINBOROUGH

Dated this 24 day of August 2003

Signed by the above-named  
DAVID GODFREY LEE

in the presence of

Witness *[Signature]*  
Occupation *Flight Attendant*  
Address 5A Horokino Greenlane

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





# View Instrument Details

Instrument No.	8631701.2
Status	Registered
Date & Time Lodged	08 Nov 2010 14:15
Lodged By	Manning, Russell Howard
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



---

Affected Computer Registers	Land District
521868	North Auckland
521869	North Auckland
521870	North Auckland

---

**Annexure Schedule:** Contains 2 Pages.

---

## Signature

Signed by Russell Howard Manning as Territorial Authority Representative on 08/11/2010 01:54 PM

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



**Far North  
District Council**

Private Bag 752, Memorial Ave

Kaikōhe 0400, New Zealand

Freephone: 0800 920 029

Phone: (09) 405 2750

Fax: (09) 401 2137

Email: [nsk.us@fnhc.govt.nz](mailto:nsk.us@fnhc.govt.nz)

Website: [www.fnhc.govt.nz](http://www.fnhc.govt.nz)

## **THE RESOURCE MANAGEMENT ACT 1991**

### **SECTION 221 : CONSENT NOTICE**

REGARDING RC 2100365 Variation to 2070437  
Being the Subdivision Lot 1 DP 182581, Lot 3 DP 182581  
Lot 4 DP 108257  
North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c)(ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of Lots 1-3 DP 431537.

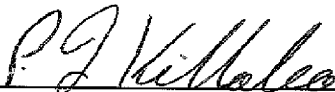
### **SCHEDULE**

#### **Lots 1-3 DP 431537**

- (i) If during the course of undertaking the site works on Lots 1 -3 there is a discovery made of any archaeological find, or suspected find, the work on that portion of the site should cease immediately and the NZ Historic Places Trust and a representative of the relevant local iwi contacted. It is unlawful to modify, damage or destroy an archaeological site without prior authority from the Trust under the Historic Places Act 1993.
- (ii) A stormwater retention tank with an attenuated outflow is required to mitigate the impact of stormwater generated by the development of the lot. The total flow from the site is to be restricted to the predevelopment flows from each lot. The details of the stormwater retention system to be provided shall be submitted (for Council's approval) in conjunction with the Building Consent and shall be installed at the same time that the house roof is constructed.
- (iii) Each lot will require a Geotechnical report and foundation specifically designed by a suitably qualified chartered professional engineer, the details of which shall be submitted in conjunction with the Building Consent application.
- (iv) Each dwelling shall have a roof water collection system with a minimum tank storage of 45,000 litres. The tank(s) shall be positioned so that they are accessible (safely) for fire fighting purposes and fitted with an outlet compatible with rural fire service equipment. Where more than one tank is

utilised they shall be coupled together and at least one tank fitted with an outlet compatible with rural fire service equipment. Alternatively, the dwelling can be fitted with a sprinkler system approved by Council.

SIGNED:

  
By the FAR NORTH DISTRICT COUNCIL  
Under delegated authority:  
PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at KERIKERI this 1<sup>st</sup> day of October 2010



# View Instrument Details

**Instrument No.** 8631701.5  
**Status** Registered  
**Date & Time Lodged** 08 Nov 2010 14:15  
**Lodged By** Manning, Russell Howard  
**Instrument Type** Easement Instrument

**Land Information**  
*Toitu te whenua*  
New Zealand



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Affected Computer Registers	Land District
521868	North Auckland
521869	North Auckland
521870	North Auckland
NA113D/48	North Auckland

---

**Annexure Schedule:** Contains 13 Pages.

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## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- Mortgage 6361826.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- I certify that the Mortgagee under Mortgage 6784111.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Russell Howard Manning as Grantor Representative on 08/11/2010 02:13 PM

---

## Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Russell Howard Manning as Grantee Representative on 08/11/2010 02:13 PM

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

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

2009/6229EF  
APPROVED  
Registrar-General of Land

**Grantor**

**Brady John WILD**

**Grantee**

**Brady John WILD,  
and Andrew Dwight IRVING and Joy Gail MOLLER**

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

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant		Lot 1 Deposited Plan 431537 (computer freehold register identifier 521868)	Lots 2 and 3 Deposited Plan 431537 and Lot 2 Deposited Plan 182581 (computer freehold register identifiers 521869, 521870 and NA113D/48)
Land covenant		Lot 2 Deposited Plan 431537 (computer freehold register identifier 521869)	Lots 1 and 3 Deposited Plan 431537 and Lot 2 Deposited Plan 182581 (computer freehold register identifiers 521868, 521870 and NA113D/48)
Land covenant		Lot 3 Deposited Plan 431537 (computer freehold register identifier 521870)	Lots 1 and 2 Deposited Plan 431537 and Lot 2 Deposited Plan 182581 (computer freehold register identifiers 521868, 521869 and NA113D/48)



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

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

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

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

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

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

**Covenant provisions**

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

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

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

[Annexure Schedule **2** ]

**Annexure schedule**

Page 3 of 11 Pages

2009/5043EF APPROVED Registrar-General of Land
--

*Insert instrument type**Continue in additional Annexure Schedule, if required***Annexure Schedule 2****SCHEDULE OF LAND COVENANTS****Land covenants applying to Lot 1 Deposited Plan 431537 as servient tenement ("the Servient Lot"):**

- (1) Not to erect on the Servient Lot any building other than a single new residential dwellinghouse with the usual garage and outbuildings associated with a private dwellinghouse, utilising high quality building materials and with the roof having a pre-painted finish or constructed from permanent materials. A dwellinghouse may include (as part of the same building) a self contained unit commonly known as a "granny flat".
- (2) No dwellinghouse or other building erected on the Servient Lot shall incorporate any Hardiplank or similar cladding or uncoated flat sheet Fibrolite (except for soffits and gable ends) or any second-hand materials PROVIDED HOWEVER that in certain cases some second-hand materials may be architecturally suitable for a new house so if any second-hand materials are proposed to be incorporated in the new house this may be done if recommended by an architect and the consent in writing of the subdivider, **Brady John Wild** (hereinafter called "the subdivider") has first been given, such consent not to be unreasonably withheld where the incorporation of some second-hand materials is recommended by the architect and would improve the appearance of the completed building.
- (3) Not to proceed with the erection of any dwellinghouse or other building on the Servient Lot without first obtaining the approval in writing of the subdivider to the design, lay-out, construction and colour scheme for the building(s) proposed and in completing the erection of such building(s) to complete the works in accordance with the approved design, lay-out, construction and colour scheme. The subdivider shall have complete discretion in granting or declining approval and his primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained. This covenant shall however only apply for so long as the subdivider continues to own or have a share or interest (whether on his own account or as a joint owner or as a trustee or beneficiary in a family trust or as a company shareholder) in any other lot in the subdivision.
- (4) Not to permit or allow the removal on to the Servient Lot of any existing pre-built dwellinghouse or any second-hand building of any kind whether a dwellinghouse, garage, flat, carport or any other structure unless the prior written consent of the subdivider has first been given. The subdivider shall have complete discretion in granting or declining approval and his primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained.
- (5) Not to erect or allow to be erected on the Servient Lot or on any boundary of the Servient Lot any fence constructed of corrugated iron or with wires or mesh or any fence exceeding 1.3 metres in height, unless with the prior approval in writing of the owners for the time being of the other lots (Lots 2 and 3) in the subdivider's subdivision (the subdivider's subdivision being the

**Annexure schedule**

Page 4 of 11 Pages

<b>2009/5043EF</b> <b>APPROVED</b> <b>Registrar-General of Land</b>
---

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

subdivision in Deposited Plan 431537, hereinafter referred to as "the subdivider's subdivision").

- (6) Not to conduct or allow to be conducted on the Servient Lot any commercial activities of an industrial nature or which involves any noisy activity or the use or storage of heavy motor vehicles or machinery.
- (7) Not to allow the exterior finishing and painting of any building erected on or otherwise on the Servient Lot to extend beyond eighteen months from the date of commencement of construction of the building.
- (8) Not to allow or permit the Servient Lot to be occupied or used for residential purposes (except during the course of construction or erection of a dwellinghouse on the land for a period not exceeding eighteen months) until a dwellinghouse has been substantially completed in compliance with the foregoing covenants and in compliance with the requirements of the relevant local authority PROVIDED HOWEVER that nothing herein shall prevent the Servient Lot being used by the owner as a camping site for holiday purposes prior to the erection of a dwellinghouse for up to four weeks in any six month period.
- (9) Not to erect or place or permit to be erected or placed upon the Servient Lot any caravan, hut, tent or shed to be used as a dwelling for more than four weeks in any six month period except such as may be used in conjunction with the construction of a permanent dwelling as provided in paragraph (8) and which will be removed from the land upon completion of the construction work for the permanent dwelling.
- (10) Not to bring on to or allow to remain on the Servient Lot once a dwellinghouse has been substantially completed to the stage where it can be occupied as a dwellinghouse in accordance with paragraph (8), any caravan, trade vehicle, trade signs, trade equipment or other trade materials unless garaged or screened so as to preserve the amenities of the neighbourhood.
- (11) Not to construct any driveway on the Servient Lot in materials other than permanent materials such as concrete, concrete block, block paving or chip sealing finish in a good and tradesmanlike manner PROVIDED HOWEVER that during or before construction of a dwellinghouse the driveway may be used with the initial metalled base so long as construction of the driveway in permanent materials (as aforesaid) is completed within eighteen (18) months of the dwelling being substantially completed and being occupied and used as a residence.
- (12) Not to allow any buildings or other improvements on or erected on the Servient Lot to become in need of maintenance or fall into a state of disrepair for any period beyond six months.
- (13) Not to allow grass areas on the Servient Lot to remain unmown (with the intent that grass areas shall be mown regularly so as not to become unsightly) and not to allow rubbish or debris to accumulate on the Servient Lot.

**Annexure schedule**

Page 5 of 11 Pages

<p><b>2009/5043EF</b>  <b>APPROVED</b>  <b>Registrar-General of Land</b></p>
--

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

- |   |   |
|---|---|
| <p>(14)</p> <p>(15)</p> <p>(16)</p> <p>(17)</p> | <p>Not to erect or install any water tank or water storage vessel which is not located underground or under a patio or enclosed deck of a dwelling or which is not otherwise adequately screened so as to preserve the amenities of the neighbourhood.</p> <p>Not to erect or permit to be erected upon the Servient Lot any building or other structure exceeding in height RL78 mean sea level Unahi (which is survey datum for 78 metres above mean sea level).</p> <p>Not to allow or permit any tree or other vegetation on the Servient Lot to grow to a height as to block or unreasonably interfere with the sea and coastal views from dwellinghouses (when erected) on Lots 2 and 3 in the subdivider's subdivision but in any event not to allow any trees or other vegetation to exceed six (6) metres in height when measured from the natural ground level unless with the prior approval in writing of the owner(s) for the time being of both Lots 2 and 3 and of the owner(s) for the time being of Lot 2 Deposited Plan 182581.</p> <p>Not to subdivide or cross-lease the Servient Lot or any part or enter into any other arrangement intended to allow for multiple ownership in respect of the Servient Lot as if there were separate titles.</p> |
|---|---|

**Annexure schedule**

Page 6 of 11 Pages

<p><b>2009/5043EF</b>  <b>APPROVED</b>  <b>Registrar-General of Land</b></p>
--

*Insert instrument type**Continue in additional Annexure Schedule, if required***Land covenants applying to Lot 2 Deposited Plan 431537 as servient tenement ("the Servient Lot"):**

- (1) Not to erect on the Servient Lot any building other than a single new residential dwellinghouse with the usual garage and outbuildings associated with a private dwellinghouse, utilising high quality building materials and with the roof having a pre-painted finish or constructed from permanent materials. A dwellinghouse may include (as part of the same building) a self contained unit commonly known as a "granny flat".
- (2) No dwellinghouse or other building erected on the Servient Lot shall incorporate any Hardiplank or similar cladding or uncoated flat sheet Fibrolite (except for soffits and gable ends) or any second-hand materials PROVIDED HOWEVER that in certain cases some second-hand materials may be architecturally suitable for a new house so if any second-hand materials are proposed to be incorporated in the new house this may be done if recommended by an architect and the consent in writing of the subdivider has first been given, such consent not to be unreasonably withheld where the incorporation of some second-hand materials is recommended by the architect and would improve the appearance of the completed building.
- (3) Not to proceed with the erection of any dwellinghouse or other building on the Servient Lot without first obtaining the approval in writing of the subdivider to the design, lay-out, construction and colour scheme for the building(s) proposed and in completing the erection of such building(s) to complete the works in accordance with the approved design, lay-out, construction and colour scheme. The subdivider shall have complete discretion in granting or declining approval and his primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained. This covenant shall however only apply for so long as the subdivider continues to own or have a share or interest (whether on his own account or as a joint owner or as a trustee or beneficiary in a family trust or as a company shareholder) in any other lot in the subdivision.
- (4) Not to permit or allow the removal on to the Servient Lot of any existing pre-built dwellinghouse or any second-hand building of any kind whether a dwellinghouse, garage, flat, carport or any other structure unless the prior written consent of the subdivider has first been given. The subdivider shall have complete discretion in granting or declining approval and his primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained.
- (5) Not to erect or allow to be erected on the Servient Lot or on any boundary of the Servient Lot any fence constructed of corrugated iron or with wires or mesh or any fence exceeding 1.3 metres in height, unless with the prior approval in writing of the owners for the time being of the other lots (Lots 1 and 3) in the subdivider's subdivision.
- (6) Not to conduct or allow to be conducted on the Servient Lot any commercial activities of an industrial nature or which involves any noisy activity or the use or storage of heavy motor vehicles or machinery.



**Annexure schedule**

Page 7 of 11 Pages

<p>2009/5043EF APPROVED Registrar-General of Land</p>
---

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

- (7) Not to allow the exterior finishing and painting of any building erected on or otherwise on the Servient Lot to extend beyond eighteen months from the date of commencement of construction of the building.
- (8) Not to allow or permit the Servient Lot to be occupied or used for residential purposes (except during the course of construction or erection of a dwellinghouse on the land for a period not exceeding eighteen months) until a dwellinghouse has been substantially completed in compliance with the foregoing covenants and in compliance with the requirements of the relevant local authority PROVIDED HOWEVER that nothing herein shall prevent the Servient Lot being used by the owner as a camping site for holiday purposes prior to the erection of a dwellinghouse for up to four weeks in any six month period.
- (9) Not to erect or place or permit to be erected or placed upon the Servient Lot any caravan, hut, tent or shed to be used as a dwelling for more than four weeks in any six month period except such as may be used in conjunction with the construction of a permanent dwelling as provided in paragraph (8) and which will be removed from the land upon completion of the construction work for the permanent dwelling.
- (10) Not to bring on to or allow to remain on the Servient Lot once a dwellinghouse has been substantially completed to the stage where it can be occupied as a dwellinghouse in accordance with paragraph (8), any caravan, trade vehicle, trade signs, trade equipment or other trade materials unless garaged or screened so as to preserve the amenities of the neighbourhood.
- (11) Not to construct any driveway on the Servient Lot in materials other than permanent materials such as concrete, concrete block, block paving or chip sealing finish in a good and tradesmanlike manner PROVIDED HOWEVER that during or before construction of a dwellinghouse the driveway may be used with the initial metalised base so long as construction of the driveway in permanent materials (as aforesaid) is completed within eighteen (18) months of the dwelling being substantially completed and being occupied and used as a residence.
- (12) Not to allow any buildings or other improvements on or erected on the Servient Lot to become in need of maintenance or fall into a state of disrepair for any period beyond six months.
- (13) Not to allow grass areas on the Servient Lot to remain unmown (with the intent that grass areas shall be mown regularly so as not to become unsightly) and not to allow rubbish or debris to accumulate on the Servient Lot.
- (14) Not to erect or install any water tank or water storage vessel which is not located underground or under a patio or enclosed deck of a dwelling or which is not otherwise adequately screened so as to preserve the amenities of the neighbourhood.
- (15) Not to erect or permit to be erected upon the Servient Lot any building or other structure

**Annexure schedule**

Page 8 of 11 Pages

**2009/5043EF**  
**APPROVED**  
**Registrar-General of Land**

*Insert instrument type*

--

*Continue in additional Annexure Schedule, if required*

exceeding in height RL78 mean sea level Unahi (which is survey datum for 78 metres above mean sea level).

- (16) Not to allow or permit any tree or other vegetation on the Servient Lot to grow to a height as to block or unreasonably interfere with the sea and coastal views from dwellinghouses (when erected) on Lots 1 and 3 in the subdivider's subdivision but in any event not to allow any trees or other vegetation to exceed six (6) metres in height when measured from the natural ground level unless with the prior approval in writing of the owner(s) for the time being of both Lots 1 and 3 and of the owner(s) for the time being of Lot 2 Deposited Plan 182581.
- (17) Not to subdivide or cross-lease the Servient Lot or any part or enter into any other arrangement intended to allow for multiple ownership in respect of the Servient Lot as if there were separate titles.

## Annexure schedule

Page 9 of 11 Pages

<p>2009/5043EF APPROVED Registrar-General of Land</p>
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Insert instrument type

Continue in additional Annexure Schedule, if required

**Land covenants applying to Lot 3 Deposited Plan 431537 as servient tenement ("the Servient Lot"):**

- (1) Not to erect on the Servient Lot any building other than a single new residential dwellinghouse with the usual garage and outbuildings associated with a private dwellinghouse, utilising high quality building materials and with the roof having a pre-painted finish or constructed from permanent materials. A dwellinghouse may include (as part of the same building) a self contained unit commonly known as a "granny flat".
- (2) No dwellinghouse or other building erected on the Servient Lot shall incorporate any Hardiplank or similar cladding or uncoated flat sheet Fibrolite (except for soffits and gable ends) or any second-hand materials PROVIDED HOWEVER that in certain cases some second-hand materials may be architecturally suitable for a new house so if any second-hand materials are proposed to be incorporated in the new house this may be done if recommended by an architect and the consent in writing of the subdivider has first been given, such consent not to be unreasonably withheld where the incorporation of some second-hand materials is recommended by the architect and would improve the appearance of the completed building.
- (3) Not to proceed with the erection of any dwellinghouse or other building on the Servient Lot without first obtaining the approval in writing of the subdivider to the design, lay-out, construction and colour scheme for the building(s) proposed and in completing the erection of such building(s) to complete the works in accordance with the approved design, lay-out, construction and colour scheme. The subdivider shall have complete discretion in granting or declining approval and his primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained. This covenant shall however only apply for so long as the subdivider continues to own or have a share or interest (whether on his own account or as a joint owner or as a trustee or beneficiary in a family trust or as a company shareholder) in any other lot in the subdivision.
- (4) Not to permit or allow the removal on to the Servient Lot of any existing pre-built dwellinghouse or any second-hand building of any kind whether a dwellinghouse, garage, flat, carport or any other structure unless the prior written consent of the subdivider has first been given. The subdivider shall have complete discretion in granting or declining approval and his primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained.
- (5) Not to erect or allow to be erected on the Servient Lot or on any boundary of the Servient Lot any fence constructed of corrugated iron or with wires or mesh or any fence exceeding 1.3 metres in height, unless with the prior approval in writing of the owners for the time being of the other lots (Lots 1 and 2) in the subdivider's subdivision and of the owner(s) of Lot 2 Deposited Plan 182581.
- (6) Not to conduct or allow to be conducted on the Servient Lot any commercial activities of an industrial nature or which involves any noisy activity or the use or storage of heavy motor

## Annexure schedule

Page 10 of 11 Pages

<p><b>2009/5043EF</b>  <b>APPROVED</b>  <b>Registrar-General of Land</b></p>
--

Insert instrument type

--

Continue in additional Annexure Schedule, if required

vehicles or machinery.

- (7) Not to allow the exterior finishing and painting of any building erected on or otherwise on the Servient Lot to extend beyond eighteen months from the date of commencement of construction of the building.
- (8) Not to allow or permit the Servient Lot to be occupied or used for residential purposes (except during the course of construction or erection of a dwellinghouse on the land for a period not exceeding eighteen months) until a dwellinghouse has been substantially completed in compliance with the foregoing covenants and in compliance with the requirements of the relevant local authority PROVIDED HOWEVER that nothing herein shall prevent the Servient Lot being used by the owner as a camping site for holiday purposes prior to the erection of a dwellinghouse for up to four weeks in any six month period.
- (9) Not to erect or place or permit to be erected or placed upon the Servient Lot any caravan, hut, tent or shed to be used as a dwelling for more than four weeks in any six month period except such as may be used in conjunction with the construction of a permanent dwelling as provided in paragraph (8) and which will be removed from the land upon completion of the construction work for the permanent dwelling.
- (10) Not to bring on to or allow to remain on the Servient Lot once a dwellinghouse has been substantially completed to the stage where it can be occupied as a dwellinghouse in accordance with paragraph (8), any caravan, trade vehicle, trade signs, trade equipment or other trade materials unless garaged or screened so as to preserve the amenities of the neighbourhood.
- (11) Not to construct any driveway on the Servient Lot in materials other than permanent materials such as concrete, concrete block, block paving or chip sealing finish in a good and tradesmanlike manner PROVIDED HOWEVER that during or before construction of a dwellinghouse the driveway may be used with the initial metalised base so long as construction of the driveway in permanent materials (as aforesaid) is completed within eighteen (18) months of the dwelling being substantially completed and being occupied and used as a residence.
- (12) Not to allow any buildings or other improvements on or erected on the Servient Lot to become in need of maintenance or fall into a state of disrepair for any period beyond six months.
- (13) Not to allow grass areas on the Servient Lot to remain unmown (with the intent that grass areas shall be mown regularly so as not to become unsightly) and not to allow rubbish or debris to accumulate on the Servient Lot.
- (14) Not to erect or install any water tank or water storage vessel which is not located underground or under a patio or enclosed deck of a dwelling or which is not otherwise adequately screened so as to preserve the amenities of the neighbourhood.

**Annexure schedule**

Page 11 of 11 Pages

**2009/5043EF**  
**APPROVED**  
**Registrar-General of Land**

*Insert instrument type*

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*Continue in additional Annexure Schedule, if required*

- (15) Not to erect or permit to be erected upon the Servient Lot any building or other structure exceeding in height RL89.4 mean sea level Unahi (which is survey datum for 89.4 metres above mean sea level).
- (16) Not to allow or permit any tree or other vegetation on the Servient Lot to grow to a height as to block or unreasonably interfere with the sea and coastal views from the dwellinghouse on Lot 2 Deposited Plan 182581 but in any event not to allow any trees or other vegetation to exceed six (6) metres in height when measured from the natural ground level unless with the prior approval in writing of the owner(s) for the time being of Lot 2 Deposited Plan 182581.
- (17) Not to subdivide or cross-lease the Servient Lot or any part or enter into any other arrangement intended to allow for multiple ownership in respect of the Servient Lot as if there were separate titles.



LSC: 1576745

Approved by Registrar-General of Land under No. 2003/6150  
**Annexure Schedule - Consent Form**  
 Land Transfer Act 1952 section 238(2)



Insert type of instrument  
 "Caveat", "Mortgage" etc

Easement instrument

Page  of  pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ NATIONAL BANK LIMITED

As mortgagee under Mortgage No 6784111.3 against the land in computer freehold register identifier NA113D/47 (North Auckland Registry)

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section] of the [Act]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

registration of the attached easement instrument for creation of land covenants from Brady John Wild as Grantor to Brady John Wild, and Andrew Dwight Irving and Joy Gail Moller as Grantees (the land covenants being set out in the easement instrument) to be registered against the titles for each of Lots 1, 2 and 3 Deposited Plan 431537 as the servient tenements, the land covenants being in favour of the dominant tenements specified in the easement instrument and being otherwise on the terms set out therein.

Dated this 27 OCT 2010 day of October 2010

**Attestation**

Signed by ANZ National Bank Limited by its attorney:

ANIL SURESH CHANDRA

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name WITNESS: FITALIKA KULA  
 Occupation OCCUPATION: BANK OFFICER  
 Address ADDRESS: AUCKLAND

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

# **CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

**I, Anil Suresh Chandra of Auckland, New Zealand, Manager,  
Lending Services Centre of ANZ National Bank Limited, certify –**

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 27 October 2010

## Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

A381942 EC

(T)

**EASEMENT CERTIFICATE**

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

I, ANDRE BAX of Kaitaia, draughtsman and MARIEKE JOHANNA BAX 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  
on the 17th day of August 1967 under No. 58562  
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.

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	Lot 1	Sepia	Lots 2,3,4 & 5 & 7	13B/663
Right of Way	Lot 2	Blue	Lots 1,3,4 & 5 & 7	13B/664
Right of Way	Lot 2	Yellow	Lots 1 & 7	2B/174 13B/665
Right of Way	Lot 3	Yellow	Lots 1,2,4, 5 & 7	2B/729 13B/666
Right of Way	Lot 3	Blue	Lots 4 & 5	1073/456 13B/666
Right of Way	Lot 4	Yellow	Lots 5 & 6	8B/123 13B/667
Right of Way	Lot 4	Sepia	Lot 5	13B/668
Right of Way	Lot 5	Blue	Lots 4 & 6	13B/669
Right of Way	Lot 5	Blue	Lots 4 & 6	13B/669
Right of Way	Lot 5	Yellow	Lot 4	13B/669
Right of Way	Lot 6	Yellow	Lots 4 & 5	13B/669
Right of Way	Lot 7	Yellow	Lots 1,2,3, 4 & 5	13B/669
Right of Way	Lot 1	Blue	Lot 7	13B/669

Excepting the part  
lots 4, 5 & 6  
contained in plan  
60517  
Accepted  
P. R. R.

# 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:

Dated this 25<sup>th</sup> day of January 1968

Signed by the above-named ANDRE BAX and MARIEKE JOHANNA BAX  
in the presence of

Witness: [Signature]  
Occupation: Advocaat  
Address: Korte...

M. J. Bax  
[Signature]



No.

Correct for the purposes of the Land Transfer Act.

## EASEMENT CERTIFICATE

*[Signature]*  
Solicitor for the Registered Proprietor.

RECALL FILE LABEL



F5000001042037

22390

124 A 2 02

Particulars entered in the Register-book,

Vol. 13B, folio 663, 664, 665, 666, 667, 668, 669.

the 3rd day of April 19 69  
at 9.25 o'clock.



*[Signature]*  
District Land Registrar.

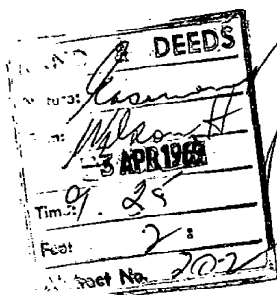
of the District of North Auckland.

The within easements relative to  
Lot 2 Plan 58562 (C.T. 13B/664) were  
created 1.5.1969 by Transfer  
A-384535

*[Signature]*  
A.R.

The remaining easements herein  
relative to Lot 7 Plan 58562  
(C.T. 13B/669) were created on  
9.10.1969 vide A 421421

*[Signature]*  
A.R.



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

## "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—

- 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;
- 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;
- 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 the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired."

D348049.5 CONO

**THE RESOURCE MANAGEMENT ACT 1991**

**SECTION 221: CONSENT NOTICE**

**IN THE MATTER** of Plan 182581

**PURSUANT** to Section 221 and for the purposes of Section 224 of the Resource Management Act 1991, this Consent Notice is issued by **THE FAR NORTH DISTRICT COUNCIL** (hereinafter called "the Council") to the effect that the conditions described in Schedule 1 below are to be complied with on a continuing basis by the subdividing owner and any subsequent owners after the deposit of the survey plan, and is to be registered on the appropriate titles which are set out in Schedule 2.

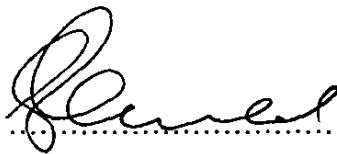
**SCHEDULE 1**

No building shall be erected on Lot 1 or on Lot 2 on the Plan without the prior approval of the Council of specific designs for foundations prepared by a Registered Engineer with geotechnical expertise.

**SCHEDULE 2**

- Certificates of Title 113D/47 (Lot 1) and 113D/48 (Lot 2).

**SIGNED:**



By the FAR NORTH DISTRICT COUNCIL  
Pursuant to Section 252 of the Local Government Act 1974

**DATE:**

25/9/98.

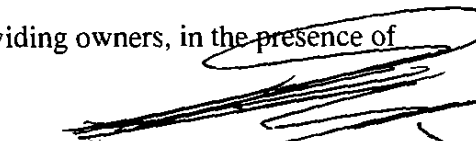
**SIGNED** by JAMES DESMOND EDMONDS )

and GAIL MARION JENNIFER EDMONDS the )

subdividing owners, in the presence of )

J. Edmonds.

Gail Edmonds.



R.H. MANNING  
SOLICITOR  
KAITIAKI

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

(Deposited Plan 182581

North Auckland Registry)

600/419

✓ cons (dup) / 38-

FOUNTAIN MANNING & CO.

SOLICITORS

KAITIAIA

1.16 14.JAN99 D 348050  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
ASST LAND REGISTRAR  
AUCKLAND NEW ZEALAND



## **Appendix C – Site Suitability Report**

# SITE SUITABILITY REPORT

59A Tasman Heights, Ahipara



**T&A Structures**

3 October, 2020

## Table of Contents

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10.	APPENDIX 1: BORE HOLES .....	8



## 1. BACKGROUND

---

T&A Structures were engaged by the Owner to undertake a Site Suitability Report with the purpose of checking the suitability of the site for a proposed dwelling. A detailed visual examination of the site was carried out on 24 September 2020 together with carrying out four tests. Tests done for the proposed dwelling include three auger boreholes with scala penetrometer test under them and one testhole doing purely scala penetrometer test.

Through these tests, it is concluded that the land is suitable for the proposed house development subject to the recommendations included in this report.

## 2. GEOLOGY

---

The land is described in the New Zealand Land Inventory NZMS 290 series as Te Kie steepland soils, stony clay loam.



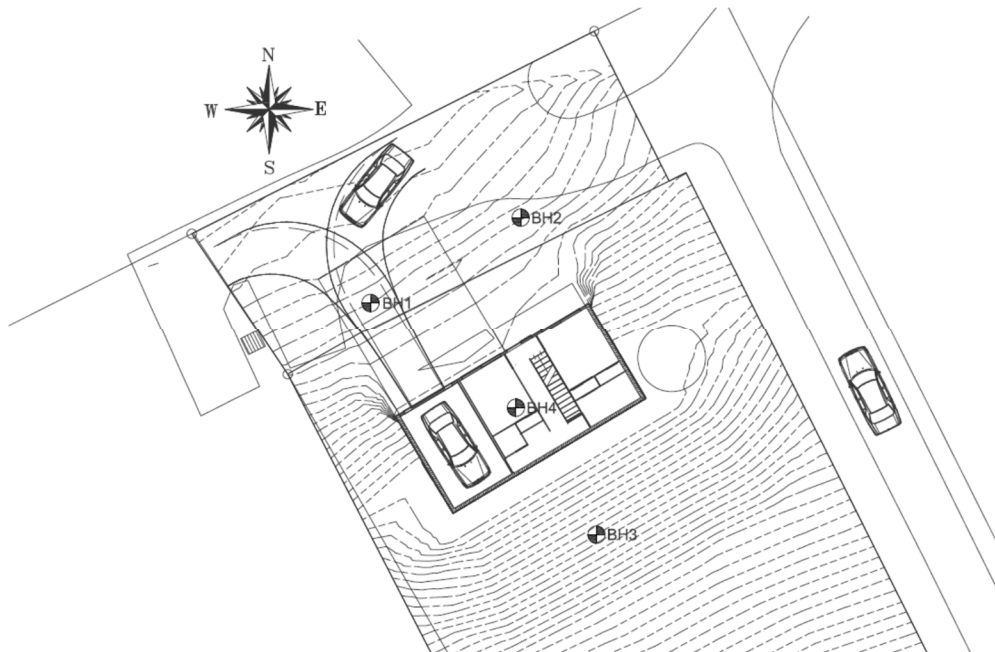
## 3. SITE INSPECTION

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The site is to the south of Tasman Heights and is accessed from Tasman Heights through a short driveway. The site is located in a sloping ground facing north towards

the sea. The property is with thick grass cover. There were no signs of soil slip around the area.

The investigation consisted of drilling three augered boreholes (BH1 to BH3) plus one scala penetrometer tests (BH4) within or near the proposed house footprint. Scala penetrometers tests were also carried starting at the bottom of each boreholes, but immediately encountered a hard, impenetrable rocky soil surface. Target depths were up to two to three metres below ground level.



Detailed descriptions of strata and other observations made during the investigation works are presented as Appendix to this report. The depths of strata on the Engineer's log are measured from ground levels at each exploratory hole.

## 4. GROUND CONDITIONS

---

A summary of ground conditions encountered during the intrusive investigation is included in the table below:

Strata	Depth to top soil strata (mbgl)	Details
Top soil	0 – 0.15	The site is overlain with black sandy top soil.
Natural cohesive soil	0.15 – 2.0	The subsoil consists of stiff to very stiff grey sandy soil with some gravel. Ground water was not encountered in any of the boreholes. Of the three augered boreholes attempted, only one reached the target depth of 2.0 metres. No evidence of any earth fill or any organic material were found.

## 5. MATERIAL PROPERTIES

---

Soil shear strengths (measured with shear vane, BH1 to BH3) range from 96kpa to more than 190kpa, with mean shear vane strength of about 153kpa.

The one Scala Penetrometer tests (BH4) carried out within the proposed house footprint encountered soft soil and generally reached 100 kpa (3.3 blows per 100mm) allowable soil bearing capacity at 1.0 mbgl and consistently have higher readings as the scala was driven down.

All the four Scala Penetrometer tests (BH1 to BH4) carried out hit a very hard rocky soil layer at depths ranging from 1.6 mbgl to 2.5 mbgl.

Based on the results of our field investigation, along with our knowledge and experience with these kinds of soils, we classify the investigated site as moderately expansive in terms of AS2870:2011. Expansive soils are prone to shrinkage and swelling effects resulting from moisture changes from within the soil. These soils do not meet the NZS3604:2011 definition of “good ground”. Foundations/structures will therefore need to be specifically designed.

## 6. STORMWATER AND SEWERAGE

---

There are available stormwater and wastewater connections near the property. In addition, the house plans provided by the client indicated that the stormwater and wastewater disposal has already been taken care of. The house plans included a large stormwater detention tank. It is considered that no further engineering input are needed for these services.

## 7. NATURAL HAZARD

---

As of writing this report, we are not aware of any known natural hazard affecting the property.

## 8. ASSESSMENT

---

- The site assessment indicated that the soil in the proposed building site does not meet the “good ground” requirements as defined in the NSZ3604:2011 Standards. House foundations designed according to NSZ3604:2011 requirements are not acceptable.
- The house foundations which included some block retaining walls need to be specifically designed.
- There is available council reticulated system near the property for the wastewater connection. Also, the house plans provided by the client indicated these services have already been taken care of. No further engineering works is needed for wastewater disposal.

## 9. LIMITATIONS

---

The following limitations apply to this engagement:

- This report was based on a visual inspection of the site and the carrying out of four test holes. No other intrusive investigations were carried out.
- This is a non-specific geotechnical report carried for the purpose of checking the ground with respect to the proposed development. This should not be taken as a full geotechnical report.
- Our professional services were performed using a degree of care and skill normally exercised, under similar circumstances, by reputable consultants practicing in this field at the time.

- This report was prepared for the Owner. It was not intended for any other party or purpose.
- The author is not able to give any warranty or guarantee that all defects, damage, conditions or qualities have been identified.



**Teo Pilapil**

**Chartered Professional Engineer**











Structural Engineer, CMEngNZ CPEng







**T&A STRUCTURES**











## **10. APPENDIX 1: BORE HOLES**







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BORE HOLE LOG BH1				Job No.	163-FND-20SD	
Project		59A Tasman Hts, Ahipara				
Client		Simon Sheppherd c/o Jens Marr				
Borehole Location		Refer to site plan				
Surface elevation				Datum		
Surface Condition		Cut and topped with gravel				
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <b>Fill</b> </div> <div style="text-align: center;">   <b>Topsoil</b> </div> <div style="text-align: center;">   <b>Sand</b> </div> <div style="text-align: center;">   <b>Clay</b> </div> <div style="text-align: center;">   <b>Silt</b> </div> </div>						
Depth mm	G.W.L	Geologic Unit	Graphic Log	Field Description	Undrained Shear Strength (kPa) Corrected (Per NZGS guideline) 50 100 150 200	Scala Penetrometer (blows/ 100 mm) 3 6 9 12
300				Top soil	0	
				Hard sandy gravel, black	193	
600				Grey sandy clay w/ gravel	117	
					69	
900				Hard sandy clay	124	
				Too hard, auger unable to penetrate	83	
1200						
1500						
1800						
2100				drilling was terminated at 1.10 mbgl and then scala penetrometer testing was carried out		
Drill Method		50mm hand auger				
Date Drilled		24/9/2020				
Drilled by		Teo				
Shear Vane No						
<p>NOTE : The subsurface data described above has been determined at this specific borehole location. Such data will not identify any variations away from this location</p>						
 <b>T&amp;A STRUCTURES</b> CHARTERED PROFESSIONAL ENGINEERS <a href="http://www.tastructures.co.nz">www.tastructures.co.nz</a> <a href="mailto:info@tastructures.co.nz">info@tastructures.co.nz</a>					Tests In situ shear vane reading  Remoulded shear vane reading  Scala Penetrometer  100 kPa reference line 	

BORE HOLE LOG BH2				Job No.	163-FND-20SD	
Project		59A Tasman Hts, Ahipara				
Client		Simon Sheppherd c/o Jens Marr				
Borehole Location		Refer to site plan				
Surface elevation				Datum		
Surface Condition		Cut and topped with gravel				
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <b>Fill</b> </div> <div style="text-align: center;">   <b>Topsoil</b> </div> <div style="text-align: center;">   <b>Sand</b> </div> <div style="text-align: center;">   <b>Clay</b> </div> <div style="text-align: center;">   <b>Silt</b> </div> </div>						
Depth mm	G.W.L	Geologic Unit	Graphic Log	Field Description	Undrained Shear Strength (kPa) Corrected (Per NZGS guideline) 50 100 150 200	Scala Penetrometer (blows/ 100 mm) 3 6 9 12
				Top soil, black, crumbly	0	
300				Hard sandy clay w/ gravel	76	179
				Grey sandy clay w/ gravel	90	124
600						
				Yellow/grey sandy clay	62	165
900						
1200						
1500				Sandy clay w/ gravel	110	193
1800				Hard sandy clay	96	
				Too hard, auger unable to penetrate	28	
2100				drilling was terminated at 1.90 mbgl and then scala penetrometer testing was carried out		
Drill Method		50mm hand auger				
Date Drilled		24/9/2020				
Drilled by		Teo				
Shear Vane No						
<p>NOTE : The subsurface data described above has been determined at this specific borehole location. Such data will not identify any variations away from this location</p>						
 <b>T&amp;A STRUCTURES</b> CHARTERED PROFESSIONAL ENGINEERS <a href="http://www.tastructures.co.nz">www.tastructures.co.nz</a> <a href="mailto:info@tastructures.co.nz">info@tastructures.co.nz</a>					<p>Tests</p> <p>In situ shear vane reading <span style="display: inline-block; width: 20px; height: 10px; background-color: black; vertical-align: middle;"></span></p> <p>Remoulded shear vane reading <span style="display: inline-block; width: 20px; height: 10px; background-color: grey; vertical-align: middle;"></span></p> <p>Scala Penetrometer <span style="display: inline-block; width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid black; vertical-align: middle;"></span></p> <p>100 kPa reference line <span style="display: inline-block; width: 20px; border-bottom: 2px solid magenta; vertical-align: middle;"></span></p>	

BORE HOLE LOG BH3				Job No.	163-FND-20SD	
Project		59A Tasman Hts, Ahipara				
Client		Simon Sheppherd c/o Jens Marr				
Borehole Location		Refer to site plan				
Surface elevation				Datum		
Surface Condition		Cut and topped with gravel				
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <b>Fill</b> </div> <div style="text-align: center;">   <b>Topsoil</b> </div> <div style="text-align: center;">   <b>Sand</b> </div> <div style="text-align: center;">   <b>Clay</b> </div> <div style="text-align: center;">   <b>Silt</b> </div> </div>						
Depth mm	G.W.L	Geologic Unit	Graphic Log	Field Description	Undrained Shear Strength (kPa) Corrected (Per NZGS guideline) 50   100   150   200	Scala Penetrometer (blows/ 100 mm) 3   6   9   12
				Top soil, black, crumbly	0	
					0	
					0	
300				Grey sandy clay w/ gravel	0	
					90	
					138	
					0	
				Grey sandy clay w/ gravel	0	
600					83	
					145	
					0	
				Sandy clay	0	
					83	
					179	
1200				Sandy clay with gravel	0	
					193	
					0	
				Sandy clay w/ gravel	0	
					34	
					172	
1800				Hard sandy clay	0	
					0	
					0	
					0	
				drilling was terminated at 2.00 mbgl and then	0	
2100				scala penetrometer testing was carried out	28	
					0	
Drill Method		50mm hand auger				
Date Drilled		24/9/2020				
Drilled by		Teo				
Shear Vane No						
NOTE : The subsurface data described above has been determined at this specific borehole location. Such data will not identify any variations away from this location						
 <b>T&amp;A STRUCTURES</b> CHARTERED PROFESSIONAL ENGINEERS <a href="http://www.tastructures.co.nz">www.tastructures.co.nz</a> <a href="mailto:info@tastructures.co.nz">info@tastructures.co.nz</a>					Tests In situ shear vane reading  Remoulded shear vane reading  Scala Penetrometer  100 kPa reference line 	

BORE HOLE LOG BH4					Job No.	163-FND-20SD
Project		59A Tasman Hts, Ahipara				
Client		Simon Sheppherd c/o Jens Marr				
Borehole Location		Refer to site plan				
Surface elevation					Datum	
Surface Condition		Cut and topped with gravel				
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <b>Fill</b> </div> <div style="text-align: center;">   <b>Topsoil</b> </div> <div style="text-align: center;">   <b>Sand</b> </div> <div style="text-align: center;">   <b>Clay</b> </div> <div style="text-align: center;">   <b>Silt</b> </div> </div>						
Depth mm	G.W.L	Geologic Unit	Graphic Log	Field Description	Undrained Shear Strength (kPa) Corrected (Per NZGS guideline)	Scala Penetrometer (blows/ 100 mm)
					50 100 150 200	3 6 9 12
300						
600						
900						
1200						
1500						
1800						
2100						
Drill Method		50mm hand auger				
Date Drilled		24/9/2020				
Drilled by		Teo				
Shear Vane No						
NOTE : The subsurface data described above has been determined at this specific borehole location. Such data will not identify any variations away from this location						
 <b>T&amp;A STRUCTURES</b> CHARTERED PROFESSIONAL ENGINEERS <a href="http://www.tastructures.co.nz">www.tastructures.co.nz</a> <a href="mailto:info@tastructures.co.nz">info@tastructures.co.nz</a>					Tests In situ shear vane reading <span style="display: inline-block; width: 20px; height: 10px; background-color: black;"></span> Remoulded shear vane reading <span style="display: inline-block; width: 20px; height: 10px; background-color: gray;"></span> Scala Penetrometer <span style="display: inline-block; width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid black;"></span> 100 kPa reference line <span style="display: inline-block; width: 20px; border-bottom: 2px solid magenta;"></span>	

## **Appendix D – Written Approval**



DRAWING SHEET INDEX	
LAYOUT ID	LAYOUT NAME
	COVER PAGE
	KEYNOTES INDEX
01.S101	IMAGES
01.S102	IMAGES
01.S103	SITE PLAN
01.S104	EARTHWORKS
01.S105	EARTHWORKS ISO
01.S106	GROUND FLOOR PLAN
01.S107	FIRST FLOOR PLAN
01.S108	FNDC HIRB
01.S109	ELEVATIONS
01.S201	ELEVATIONS
01.S202	DOORS & WINDOWS SCHEDULE
01.S601	DOORS & WINDOWS SCHEDULE
01.S602	

KL





SPECIFICATIONS	
1	GENERAL NOTES
1.04	SAFETY GLASS All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.
2	SITE
2.01	CONCRETE BLOCK RETAINING WALLS 20 series reinforced concrete block retaining was with 100mm diameter nova coil drain (fall to sump) wrapped in geotextile cloth, in free draining scoria. Details to Structural Engineers TBC. Max. height 2.8m
2.12	CARPARKING Double carparking provision under proposed standalone carport.
2.22	PROPOSED DRIVEWAY Proposed concrete driveway
2.30	WASTE WATER CONNECTION Existing waster water reticulation adjacent to site boundary
2.31	STORMWATER DRAIN Existing stormwater drain
2.43	EXISTING EASEMENTS Existing easement. Refer to Easements Schedule on Title Plan for more information.
2.44	EXISTING SILT TRAP Existing Silt Trap at the bottom of section. Refer to site survey plan
2.45	POOL Indicative pool. Size and type to be confirmed. Not under this consent.
2.46	LANDSCAPING PAVERS Concrete or stone landscaping pavers. 600x600
2.47	GRAVEL Gravel to levelled CGL underneath lower guest wing.
2.48	CAR TURNTABLE 4.5m diameter flush car turntable
3	PLUMBING AND DRAINAGE
3.03	BATHROOM ELEMENTS Custom 900mm, single-drawer vanity. See Interior Elevations for colours and finishes. - ABI Lola Basin Sink - Matte White - abi interiors elysian minimal mixer & spout set - brushed brass - in-wall mount.
3.07	WATER TANKS 3x Devan 15,000l dimensions 3500 diameter x 2000h water tanks for domestic water supply. Overflow to discharge in a controlled manner to natural water course. Tanks to be buried 500mm below finished ground level.
3.10	TOILET ABI Asher Back-to-Wall Toilet Suite
3.12	SHOWER SET Abi interiors Finley Shower Rail Set - Brushed Brass
3.26	KITCHEN SINK & MIXER ABI interiors - vari - single sink 750mm - Brushed Nickel or Brushed Gunmetal ; ABI interior - elysian kitchen mixer - Brushed Nickel or Brushed Brass

4	FOUNDATION
4.24	MAXSLAB FOUNDATION MAXSlab 300 Foundation with MAXEdge insulation.
5	STRUCTURE
5.01	WALL FRAMING
5.01.07	STEEL PORTAL FRAME SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
5.1.09	JSC TAIGA BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.01.11	90X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Interior timber wall framing to nzs 3604:2011
5.1.12	BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing lined with 10mm GIB paint finish. Oak or similar timber board cap to match flooring finish.
5.01.14	140X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Exterior timber wall framing to nzs 3604:2011
5.03	SUBFLOOR STRUCTURE  The set out and construction of timber framed subfloors are to be in accordance with nzs 3604:2011 with particular reference, but not limited too, section 4: durability, section 6: foundation and subfloor framing and section 7: floors it is expected that the main contractor has nzs 3604:2011 readily available on site for reference during set out and construction.  Section 4: durability - table 4.1 all connections within 600mm from the ground are to be type 304 stainless steel. This is applicable in all corrosion zones and in both sheltered and exposed sub-floor situations. (note geothermal areas may require s.E.D)
5.03.29	BASE CLADDING Timber base cladding 100x25 h3.2 painted base boards with 20mm gap in between to achieve 3500mm2 per m2 ventilation.
5.04	BEAMS
5.04.02	SED BEAMS 250 PFC SED Beam in ceiling space. Sizing and design to be confirmed by structural engineers. Apply to all beams projected in red.
5.06	DECKING
5.06.01	DECKING 140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
5.06.03	TIMBER STAIRS Proposed timber stairs. 190mm risers, 300mm goings minimum. No handrail required.
5.07	POSTS 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs
5.07.01	SED POST SED SHS 100x100x5 Steel posts powder-coated finish. Dulux Gull Grey
5.07.02	125X125 SG8 H5 POST 90x90 sg8 h5 timber post.
5.07.08	SED POST SED SHS 75x75x5 Steel posts powder-coated finish. Dulux Gull Grey

6	CLADDING
6.01	ROOF CLADDING
6.01.01	COLORSTEEL ROOF CLADDING Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.01.04	COLORSTEEL GUTTER Custom 125x125mm Gutter with concealed internal brackets. No swages. Colorsteel Gull Grey. Refer to NZMRM Code of Practice 3.0 calculation details. Gutter COP was calculated using NIWA-HIRDS V4 RCP4.5 for a 10 minute rainfall intensity 50 year ARI.
6.01.06	COLORSTEEL DOWNPIPE Marley RP80 uPVC downpipes. Colour: Gull Grey Refer to NZMRM Code of Practice 3.0 Catchment Calculation details.
6.01.10	COLORSTEEL GRAB FLASHING BTM 0.55 Barge/ Ridge Colorsteel Flashing - Clip on hidden fixing brackets. Minimum 200mm cover, 100mm deep minimum. Fixings in accordance with with Metalcraft T-Rib details.
6.02	EXTERIOR ENVELOPE
6.02.02	WINDOW SHROUD Aurae aluminium window shroud 400mm x 20mm. Colour finish to match exterior joinery.
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	JSC TAIGA WEATHERBOARDS JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Callaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	ALUMINIUM BALUSTRADE Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	JSC TAIGA SCREEN JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery
6.02.19	ALUMINIUM BATTENS 35x65mm Powder-coated aluminium battens screw-fixed to the underside of SED steel beams @65mm centers. Dulux Gull Grey finish.

8	INTERIOR
8.01	WALL LINING
8.01.04	TILED LEDGE 1100mm High tiled ledge. 90x45mm sg8 studs @400mm crs. Client selected tiles.
8.08	WALL LINING 10mm gib board lining over framing to all interior spaces, with the exception of wet areas. Refer to manufacturer installation details. Dulux Cardrona paint finish.
8.03	INSULATION
8.03.02	WALL INSULATION Glasswool - earthwool glasswool insulation: external wall batt. R3.2 - 140mm thickness.

9	FINISHES
9.01	FLOORING FINISH
9.01.2	GARAGE CARPET Garage carpet - charcoal colour finish

9.01.4	TIMBER FLOORING Client selcted engineered / laminated timber flooring to living and circulation areas.
9.01.7	CONCRETE FLOOR Exposed concrete floor to entry, wc and laundry areas. Natural polished finish.
9.01.10	CERAMIC TILES Small format ceramic tiles flooring To be selected with clients.
9.03	SCOTIA No scotia, square stop plaster finish.
9.04	SKIRTINGS Bevel skirting 90mm x 10mm
9.05	ARCHITRAVES 40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.

10	ELECTRICAL
10.10	INDUCTION COOKTOP Selected induction cooktop with integrated downdraft ventilation.

11	FIXTURES
11.04	WINDOW BENCH SEAT 380mm high bench seat made with Laminex Melteca.Top surface to have lips on edges to secure 100mm deep squabs. Laminex Melteca, client selected colours.
11.11	WARDROBE Laminex Melteca Built-in wallrobe system. Built by selected kitchen manufacturer.
11.13	HEATED TOWEL RAIL Abi Interiors Modi Adjustable Heated Towel Rail 900mm – Brushed Brass
11.33	KITCHEN CABINETRY Kitchen cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.
11.35	KITCHEN & ISLAND BENCHTOP 20mm Dekton range kitchen and island countertop. Finish to be confirmed with clients.
11.36	LAUNDRY CABINETRY Laundry cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.

11.38	ABODO SLIDING SCREEN - BEDROOMS 1182mm x 2380mm sliding screens made with Abodo battens (65x42mm) at 65mm centers. Top hung sliding track recessed in ceiling space and recessed guide on decking boards.
11.42	BATHROOM MIRROR ABI Interiors Aliro Mirror 1000 x 625mm Brushed Brass or Nickel
11.43	EN SUITE VANITY Custom two-drawer and open shelf vanity by selected kitchen manufacturer. Laminex Melteca finish to be selected.
11.48	TV CABINETRY Laminex Melteca wall-hung TV cabinet with 2x drawers and corner rounded open shelf. Design by selected kitchen manufacturer.

12	HEATING
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12.03	HWC 180l rinnai hot water cylinder.
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SPECIFICATIONS

- 2

SITE
- 2.01

CONCRETE BLOCK RETAINING WALLS

20 series reinforced concrete block retaining was with 100mm diameter nova coil drain (fall to sump) wrapped in geotextile cloth, in free draining scoria. Details to Structural Engineers TBC. Max. height 2.8m
- 2.12

CARPARKING

Double carparking provision under proposed standalone carport.
- 2.22

PROPOSED DRIVEWAY

Proposed concrete driveway
- 2.30

WASTE WATER CONNECTION

Existing waster water reticulation adjacent to site boundary
- 2.31

STORMWATER DRAIN

Existing stormwater drain
- 2.43

EXISTING EASEMENTS

Existing easement. Refer to Easements Schedule on Title Plan for more information.
- 2.44

EXISTING SILT TRAP

Existing Silt Trap at the bottom of section. Refer to site survey plan
- 2.45

POOL

Indicative pool. Size and type to be confirmed. Not under this consent.
- 2.46

LANDSCAPING PAVERS

Concrete or stone landscaping pavers.  
600x600
- 2.47

GRAVEL

Gravel to levelled CGL underneath lower guest wing.
- 2.48

CAR TURNTABLE

4.5m diameter flush car turntable
- 3

PLUMBING AND DRAINAGE
- 3.07

WATER TANKS

3x Devan 15,000l dimensions 3500 diameter x 2000h water tanks for domestic water supply. Overflow to discharge in a controlled manner to natural water course. Tanks to be buried 500mm below finished ground level.
- 4

FOUNDATION
- 4.24

MAXSLAB FOUNDATION

MAXSlab 300 Foundation with MAXEdge insulation.
- 5

STRUCTURE
- 5.01

WALL FRAMING
- 5.01.07

STEEL PORTAL FRAME

SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
- 5.06

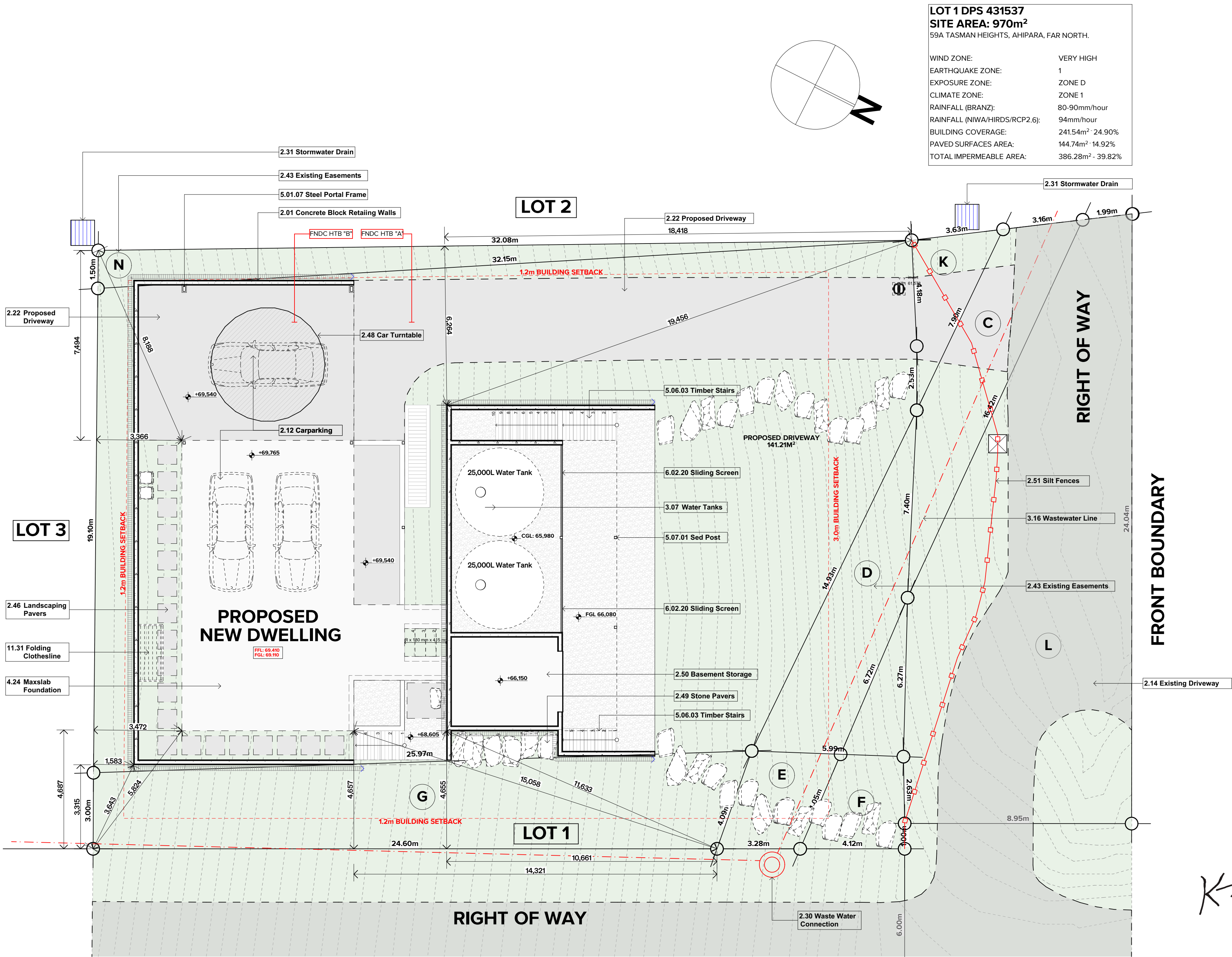
DECKING
- 5.06.01

DECKING

140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
- 5.06.03

TIMBER STAIRS

Proposed timber stairs. 190mm risers, 300mm goings minimum. No handrail required.



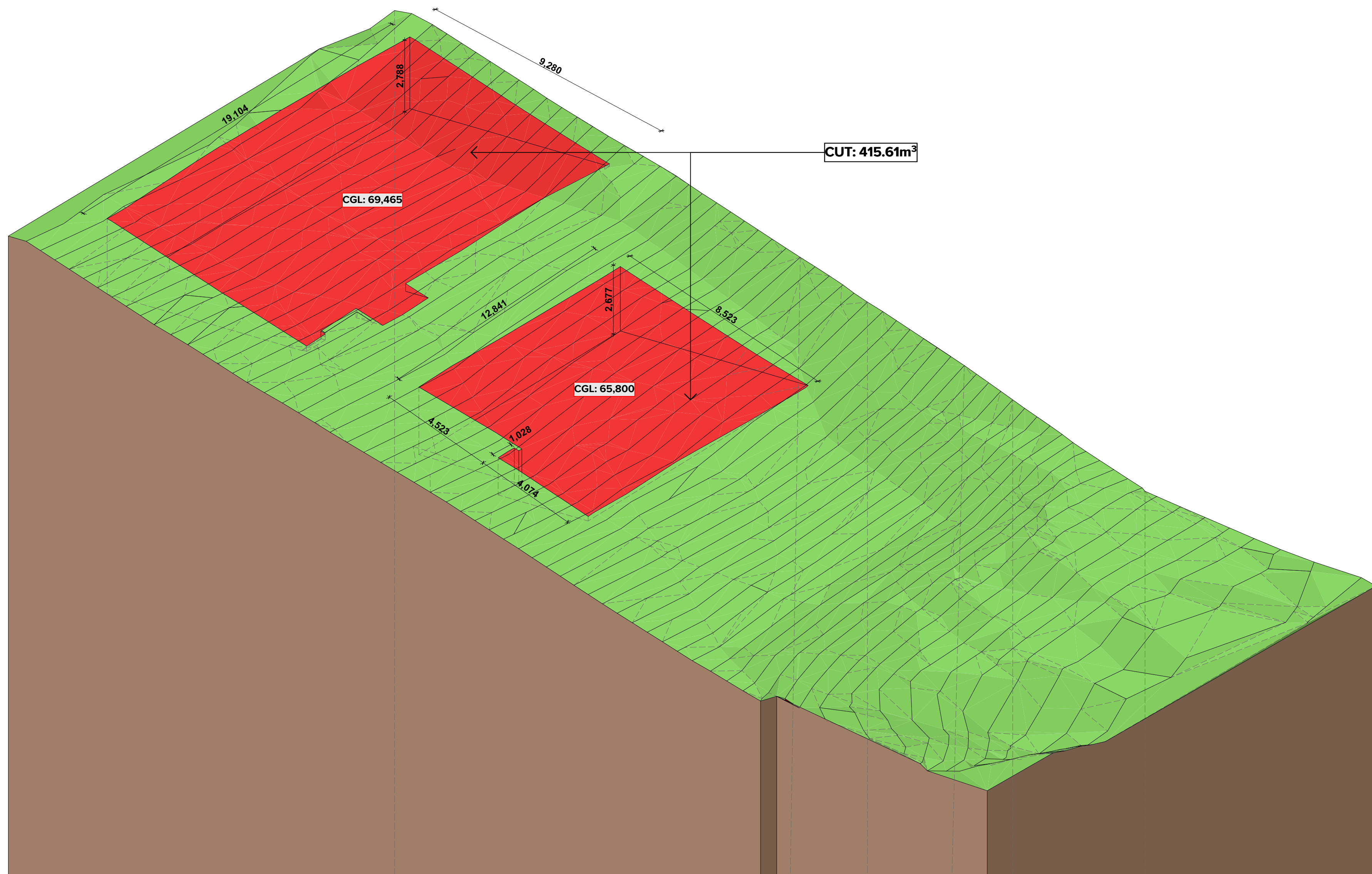


TOTAL CUT: 415.61m<sup>3</sup>  
NO FILL REQUIRED.



KTC

KTC



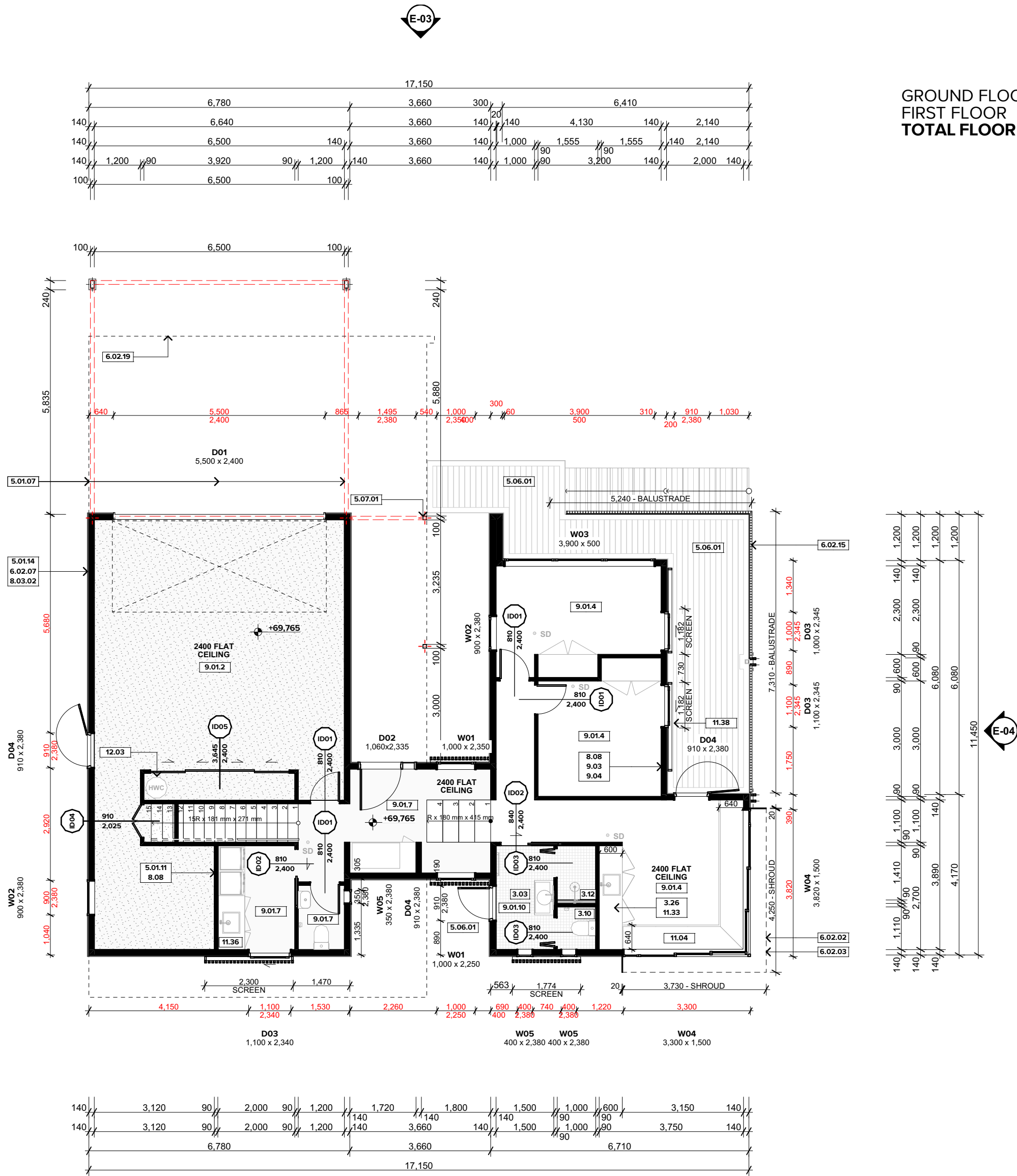
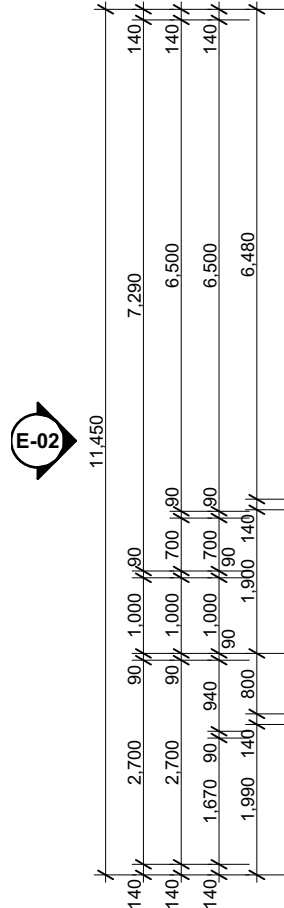


SPECIFICATIONS

3	PLUMBING AND DRAINAGE
3.03	BATHROOM ELEMENTS Custom 900mm, single-drawer vanity. See Interior Elevations for colours and finishes. - ABI Lola Basin Sink - Matte White - abi interiors elysian minimal mixer & spout set - brushed brass - in-wall mount.
3.10	TOILET ABI Asher Back-to-Wall Toilet Suite
3.12	SHOWER SET Abi interiors Finley Shower Rail Set - Brushed Brass
3.26	KITCHEN SINK & MIXER ABI interiors - vari - single sink 750mm - Brushed Nickel or Brushed Gunmetal ; ABI interior - elysian kitchen mixer - Brushed Nickel or Brushed Brass
5	STRUCTURE
5.01	WALL FRAMING
5.01.07	STEEL PORTAL FRAME SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
5.01.11	90X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Interior timber wall framing to nzs 3604:2011
5.01.14	140X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Exterior timber wall framing to nzs 3604:2011
5.06	DECKING
5.06.01	DECKING 140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
5.07	POSTS 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs
5.07.01	SED POST SED SHS 100x100x5 Steel posts powder-coated finish. Dulux Gull Grey
6	CLADDING
6.02	EXTERIOR ENVELOPE
6.02.02	WINDOW SHROUD Auraa aluminium window shroud 400mm x 20mm. Colour finish to match exterior joinery.
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	JSC TAIGA WEATHERBOARDS JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Caliaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	ALUMINIUM BALUSTRADE Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.19	ALUMINIUM BATTENS 35x65mm Powder-coated aluminium battens screw-fixed to the underside of SED steel beams @65mm centers. Dulux Gull Grey finish.
8	INTERIOR
8.01	WALL LINING
8.08	WALL LINING 10mm gib board lining over framing to all interior spaces, with the exception of wet areas. Refer to manufacturer installation details. Dulux Cardrona paint finish.
8.03	INSULATION
8.03.02	WALL INSULATION Glasswool - earthwool glasswool insulation: external wall batt. R3.2 - 140mm thickness.
9	FINISHES
9.01	FLOORING FINISH
9.01.2	GARAGE CARPET Garage carpet - charcoal colour finish
9.01.4	TIMBER FLOORING

Client selcted engineered / laminated timber flooring to living and circulation areas.

9.01.7	CONCRETE FLOOR Exposed concrete floor to entry, wc and laundry areas. Natural polished finish.
9.01.10	CERAMIC TILES Small format ceramic tiles flooring To be selected with clients.
9.03	SCOTIA No scotia, square stop plaster finish.
9.04	SKIRTINGS Bevel skirting 90mm x 10mm
11	FIXTURES
11.04	WINDOW BENCH SEAT 380mm high bench seat made with Laminex Melteca.Top surface to have lips on edges to secure 100mm deep squabs. Laminex Melteca, client selected colours.
11.33	KITCHEN CABINETRY Kitchen cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.
11.36	LAUNDRY CABINETRY Laundry cabinetry designed by selected kitchen manufacturer. Laminex Melteca, client selected colour.
11.38	ABODO SLIDING SCREEN - BEDROOMS 1182mm x 2380mm sliding screens made with Abodo battens (65x42mm) at 65mm centers. Top hung sliding track recessed in ceiling space and recessed guide on decking boards.
12	HEATING
12.03	HWC 180l rinnai hot water cylinder.



GROUND FLOOR  
FIRST FLOOR  
TOTAL FLOOR AREA

144.44m<sup>2</sup>  
98.23m<sup>2</sup>  
242.67m<sup>2</sup>

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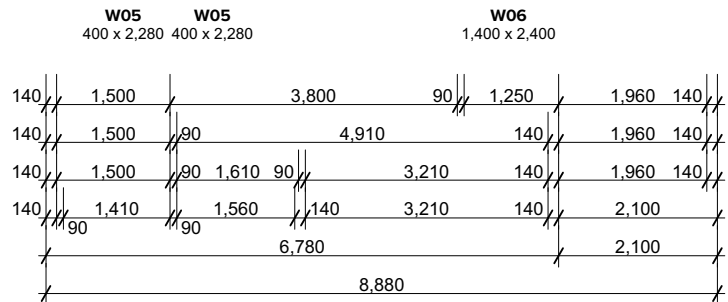
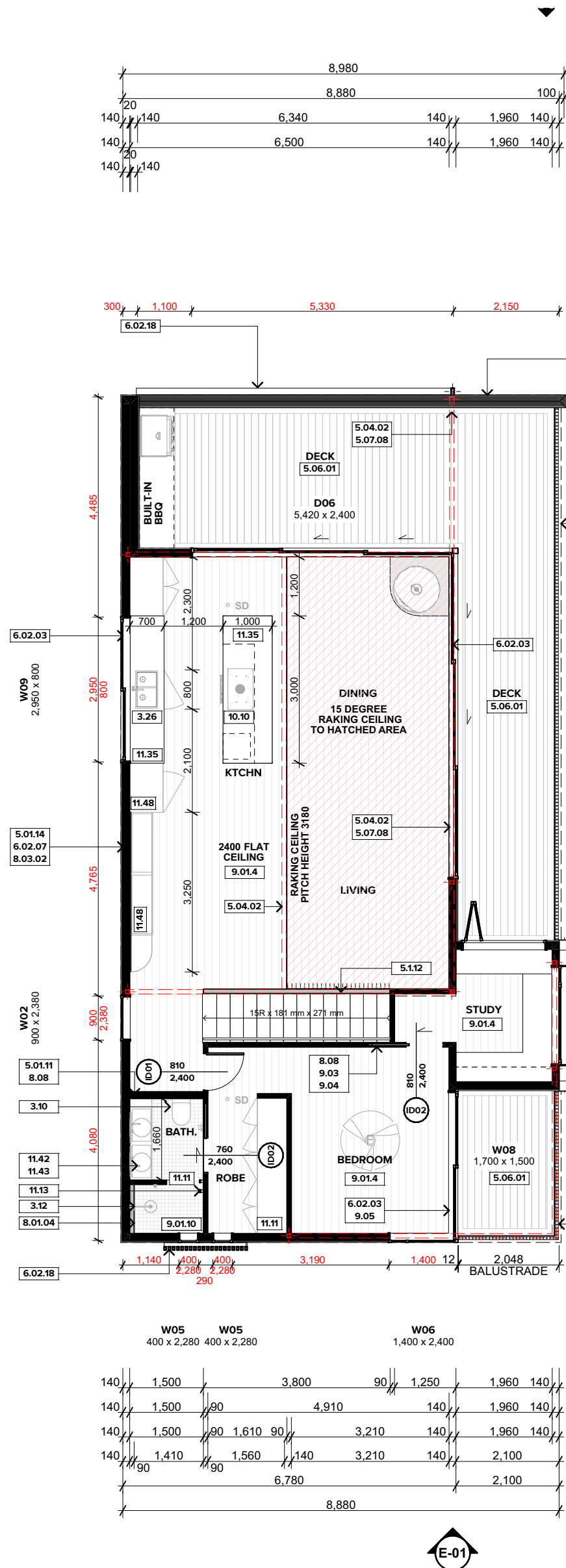
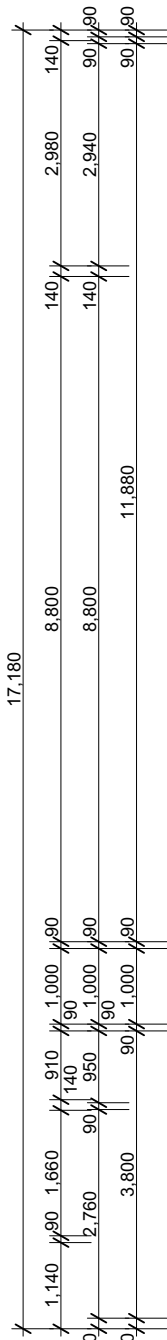
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DRAWING STATUS: PRELIMINARY DESIGN | REVISION: REV.01  
ADDRESS: 59A TASMAN HEIGHTS AHIPARA  
CLIENT: JASON & MONIQUE  
DRAWN: D.M.

10/16

SPECIFICATIONS

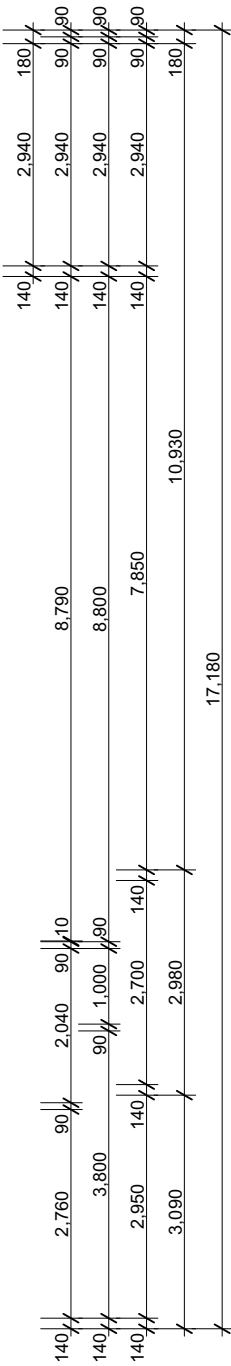
3	PLUMBING AND DRAINAGE
3.10	TOILET ABI Asher Back-to-Wall Toilet Suite
3.12	SHOWER SET Abi interiors Finley Shower Rail Set - Brushed Brass
3.26	KITCHEN SINK & MIXER ABI interiors - vari - single sink 750mm - Brushed Nickel or Brushed Gunmetal ; ABI interior - elysian kitchen mixer - Brushed Nickel or Brushed Brass
5	STRUCTURE
5.01	WALL FRAMING
5.1.09	JSC TAIGA BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.01.11	90X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Interior timber wall framing to nzs 3604:2011
5.1.12	BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing lined with 10mm GIB paint finish. Oak or similar timber board cap to match flooring finish.
5.01.14	140X45 SG8 STUDS UP TO 2.4M AT 600MM CRS Exterior timber wall framing to nzs 3604:2011
5.04	BEAMS
5.04.02	SED BEAMS 250 PFC SED Beam in ceiling space. Sizing and design to be confirmed by structural engineers. Apply to all beams projected in red.
5.06	DECKING
5.06.01	DECKING 140 x 19mm Pre Oiled Select Grade Smooth Vitex Decking. Finished with resene furniture & decking oil 4l semi transparent. A minimum of 12mm gap to be maintained between deck and cladding.
5.07	POSTS 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs
5.07.08	SED POST SED SHS 75x75x5 Steel posts powder-coated finish. Dulux Gull Grey
6	CLADDING
6.01	ROOF CLADDING
6.01.01	COLORSTEEL ROOF CLADDING Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.02	EXTERIOR ENVELOPE
6.02.02	WINDOW SHROUD Aurae aluminium window shroud 400mm x 20mm. Colour finish to match exterior joinery.
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	JSC TAIGA WEATHERBOARDS JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Callaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	ALUMINIUM BALUSTRADE Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	JSC TAIGA SCREEN JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery
8	INTERIOR
8.01	WALL LINING
8.01.04	TILED LEDGE 1100mm High tiled ledge. 90x45mm sg8 studs @400mm crs. Client selected tiles.
8.08	WALL LINING 10mm gib board lining over framing to all interior spaces, with the exception of wet areas. Refer to manufacturer installation details. Dulux Cardrona paint finish.

8.03	INSULATION
8.03.02	WALL INSULATION Glasswool - earthwool glasswool insulation: external wall batt. R3.2 - 140mm thickness.
9	FINISHES
9.01	FLOORING FINISH
9.01.4	TIMBER FLOORING Client selcted engineered / laminated timber flooring to living and circulation areas.
9.01.10	CERAMIC TILES Small format ceramic tiles flooring To be selected with clients.
9.03	SCOTIA No scotia, square stop plaster finish.
9.04	SKIRTINGS Bevel skirting 90mm x 10mm
9.05	ARCHITRAVES 40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.
10	ELECTRICAL
10.10	INDUCTION COOKTOP Selected induction cooktop with integrated downdraft ventilation.
11	FIXTURES
11.11	WARDROBE Laminex Melteca Built-in wallrobe system. Built by selected kitchen manufacturer.
11.13	HEATED TOWEL RAIL Abi Interiors Modi Adjustable Heated Towel Rail 900mm – Brushed Brass
11.35	KITCHEN & ISLAND BENCHTOP 20mm Dekton range kitchen and island countertop. Finish to be confirmed with clients.
11.42	BATHROOM MIRROR ABI Interiors Aliro Mirror 1000 x 625mm Brussed Brass or Nickel
11.43	EN SUITE VANITY Custom two-drawer and open shelf vanity by selected kitchen manufacturer. Laminex Melteca finish to be selected.
11.48	TV CABINETRY Laminex Melteca wall-hung TV cabinet with 2x drawers and corner rounded open shelf. Design by selected kitchen manufacturer.



GROUND FLOOR  
FIRST FLOOR  
TOTAL FLOOR AREA

144.44m<sup>2</sup>  
98.23m<sup>2</sup>  
242.67m<sup>2</sup>



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SPECIFICATIONS

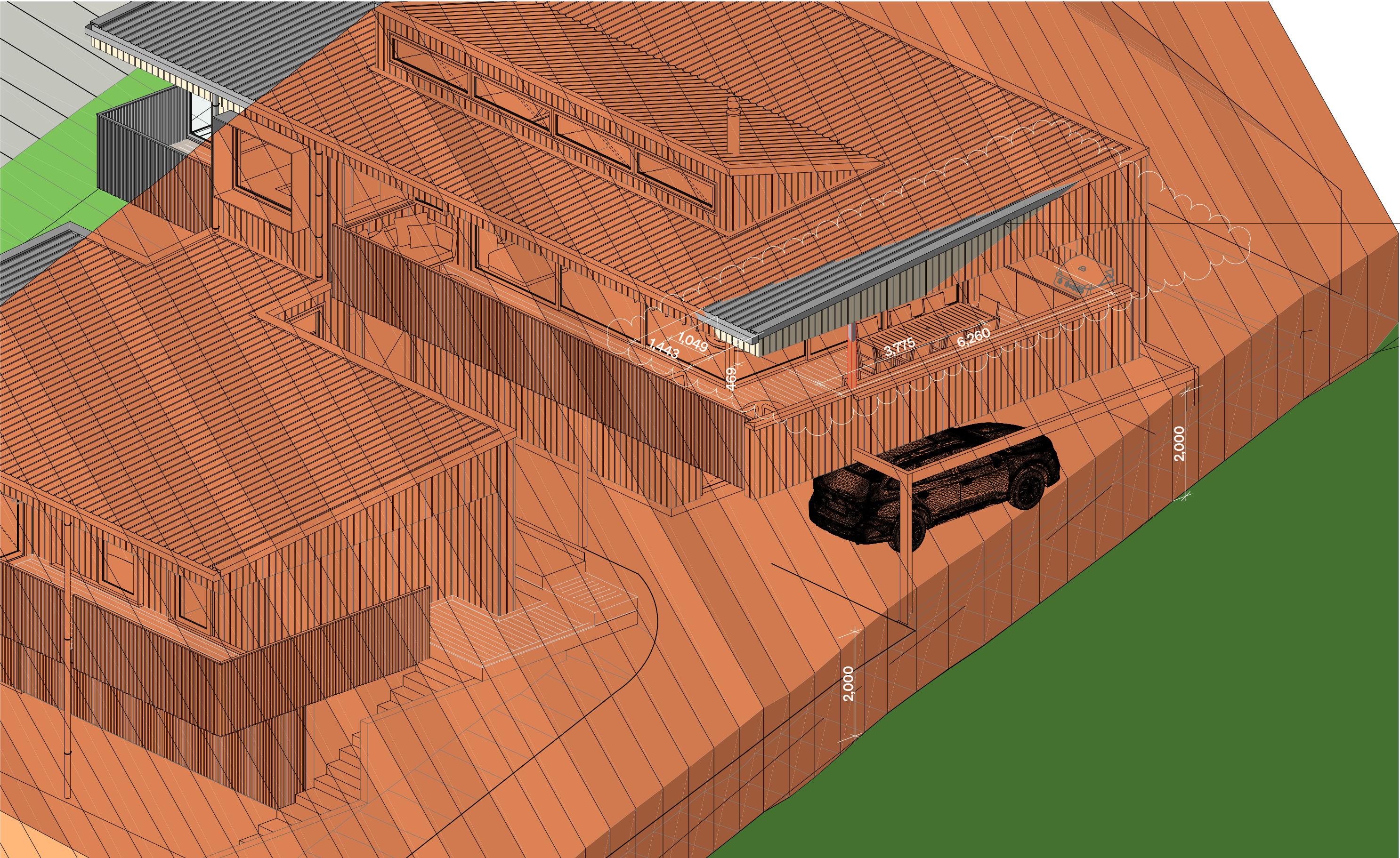
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GENERAL NOTES
- 1.11

FNDC HIRB

Far North District Council Height In Relation To Boundary Breach On Western Boundary, Southwestern Quadrant Of The Site. Approval Has Been Formally Obtained From Affect Parties On Adjoining Property.

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SPECIFICATIONS

1	GENERAL NOTES
1.04	<b>SAFETY GLASS</b> All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.
5	<b>STRUCTURE</b>
5.01	<b>WALL FRAMING</b>
5.01.07	<b>STEEL PORTAL FRAME</b> SED steel portal frame partly exposed, supporting first floor structure. Powder-coated Gull Grey. Design and sizing of members to be confirmed at later stage.
5.1.09	<b>JSC TAIGA BALUSTRADE</b> 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.03	<b>SUBFLOOR STRUCTURE</b>  The set out and construction of timber framed subfloors are to be in accordance with nzs 3604:2011 with particular reference, but not limited too, section 4: durability, section 6: foundation and subfloor framing and section 7: floors it is expected that the main contractor has nzs 3604:2011 readily available on site for reference during set out and construction.  Section 4: durability - table 4.1 all connections within 600mm from the ground are to be type 304 stainless steel. This is applicable in all corrosion zones and in both sheltered and exposed sub-floor situations. (note geothermal areas may require s.E.D)  <b>5.03.29 BASE CLADDING</b> Timber base cladding 100x25 h3.2 painted base boards with 20mm gap in between to achieve 3500mm2 per m2 ventilation.  <b>5.07 POSTS</b> 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs  <b>5.07.02 125X125 SG8 H5 POST</b> 90x90 sg8 h5 timber post.

6	<b>CLADDING</b>
6.01	<b>ROOF CLADDING</b>
6.01.01	<b>COLORSTEEL ROOF CLADDING</b> Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.01.10	<b>COLORSTEEL GRAB FLASHING</b> BTM 0.55 Barge/ Ridge Colorsteel Flashing - Clip on hidden fixing brackets. Minimum 200mm cover, 100mm deep minimum. Fixings in accordance with with Metalcraft T-Rib details.
6.02	<b>EXTERIOR ENVELOPE</b>
6.02.03	<b>ALUMINIUM JOINERY</b> Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	<b>JSC TAIGA WEATHERBOARDS</b> JSC Taiga TMT55 vertical shiplap weatherboards - JSC Coda Caliaby finish on 20mm thick vertical h3.1 cb- h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	<b>ALUMINIUM BALUSTRADE</b> Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	<b>JSC TAIGA SCREEN</b> JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery
6.02.19	<b>ALUMINIUM BATTENS</b> 35x65mm Powder-coated aluminium battens screw-fixed to the underside of SED steel beams @65mm centers. Dulux Gull Grey finish.



BUILDING ENVELOPE RISK MATRIX		
Applies to all Elevations		
Risk Factor	Risk Severity	Risk Score
Wind zone (per NZS 3604)	High risk	1
Number of storeys	High risk	2
Roof/wall intersection design	High risk	3
Eaves width	Very high risk	5
Envelope complexity	Medium risk	1
Deck design	Medium risk	2
Total Risk Score:		14

E-04

North Elevation

1:100



E-02

South Elevation

1:100



SPECIFICATIONS

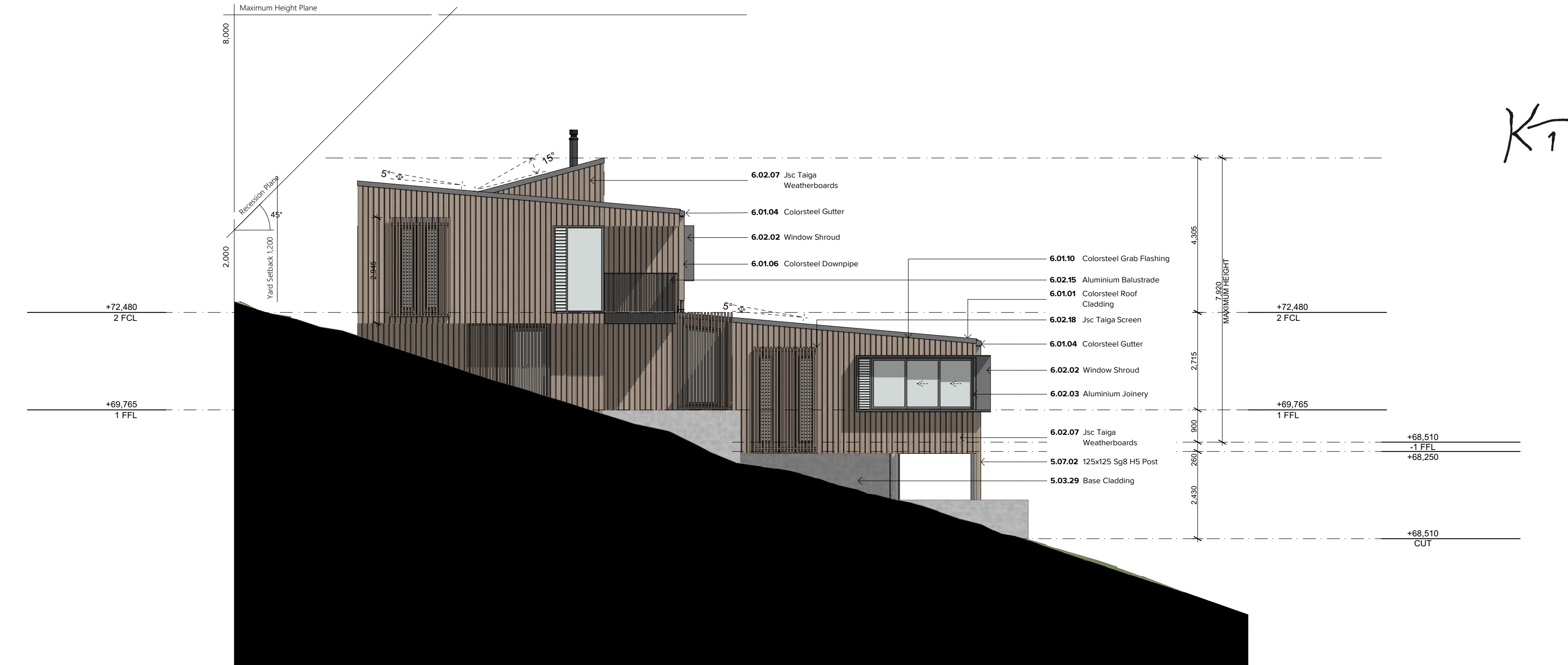
5	STRUCTURE
5.01	WALL FRAMING
5.1.09	JSC TAIGA BALUSTRADE 1.0m high balustrade constructed with 90x45 h1.2 sg8 timber framing clad with JSC Taiga both sides. BTM .75 parapet cap powder-coated Dulux Gull Grey.
5.03	SUBFLOOR STRUCTURE  The set out and construction of timber framed subfloors are to be in accordance with nzs 3604:2011 with particular reference, but not limited too, section 4: durability, section 6: foundation and subfloor framing and section 7: floors it is expected that the main contractor has nzs 3604:2011 readily available on site for reference during set out and construction.  Section 4: durability - table 4.1 all connections within 600mm from the ground are to be type 304 stainless steel. This is applicable in all corrosion zones and in both sheltered and exposed sub-floor situations. (note geothermal areas may require s.E.D)
5.03.29	BASE CLADDING Timber base cladding 100x25 h3.2 painted base boards with 20mm gap in between to achieve 3500mm2 per m2 ventilation.
5.07	POSTS 2/140x45 sg8 h3.2 posts with 140x45 nogs @800mm crs
5.07.02	125X125 SG8 H5 POST 90x90 sg8 h5 timber post.

6	CLADDING
6.01	ROOF CLADDING
6.01.01	COLORSTEEL ROOF CLADDING Btm 0.55 longrun endura Metalcraft T-Rib roof cladding on proclima solitex mento® 3000 underlay. Colorsteel Gull Grey
6.01.04	COLORSTEEL GUTTER Custom 125x125mm Gutter with concealed internal brackets. No swages. Colorsteel Gull Grey. Refer to NZMRM Code of Practice 3.0 calculation details. Gutter COP was calculated using NIWA-HIRDS V4 RCP4.5 for a 10 minute rainfall intensity 50 year ARI.
6.01.06	COLORSTEEL DOWNPIPE Marley RP80 uPVC downpipes. Colour: Gull Grey Refer to NZMRM Code of Practice 3.0 Catchment Calculation details.
6.01.10	COLORSTEEL GRAB FLASHING BTM 0.55 Barge/ Ridge Colorsteel Flashing - Clip on hidden fixing brackets. Minimum 200mm cover, 100mm deep minimum. Fixings in accordance with with Metalcraft T-Rib details.
6.02	EXTERIOR ENVELOPE
6.02.02	WINDOW SHROUD Auræ aluminium window shroud 400mm x 20mm. Colour finish to match exterior joinery.
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.07	JSC TAIGA WEATHERBOARDS JSC Taiga TMT55 vertical shi lap weatherboards - JSC Coda Callaby finish on 20mm thick vertical h3.1 cb-h-20x45 timber cavity battens @600mm crs.max. On proclima solitex extasana flexible wall underlay.
6.02.15	ALUMINIUM BALUSTRADE Unex Finline Postless Balustrade aluminium balustrade. Dulux Gull Grey colour finish.
6.02.18	JSC TAIGA SCREEN JSC Taiga battens screen 2x65x19mm @ 70mm centers screw-fixed to 2x 60x35x5mm aluminium battens horizontal fixing rails at 100mm above and below aluminium joinery

E-01

East Elevation

1:100

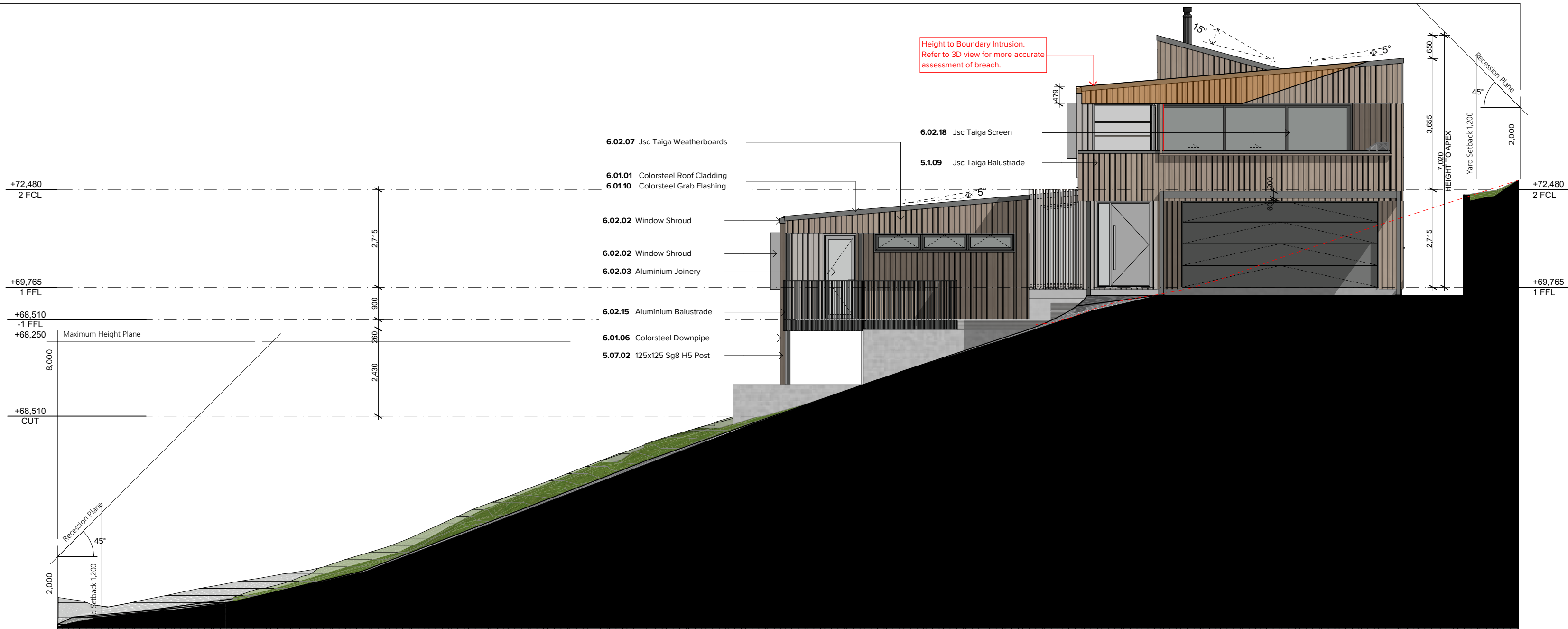


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E-03

West Elevation

1:100





SPECIFICATIONS

1 GENERAL NOTES

1.04 SAFETY GLASS

All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.

6 CLADDING

6.02 EXTERIOR ENVELOPE

6.02.03 ALUMINIUM JOINERY

Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.

6.02.10 RESTRICTOR STAYS

All openings on the first floor to have restrictor stays.

8 INTERIOR

8.04 INTERIOR DOORS

Refer to door & window schedule for sizes and hardware.

8.04.01 INTERIOR DOORS - HINGED

2400mm high hollow core door. Smooth panel finish. Colour: Matt White Windsor Futura Apex, client selected finish.

8.04.02 INTERIOR DOORS - CAVITY SLIDER

2400mm high hollow core cavity slider door. Smooth panel finish. Colour: matte white. Windsor Futura Apex, client selected finish.

8.09 POP UP FLOOR STOP

Fantom Magnetic Pop Up Floor Stop

9 FINISHES

9.03 SCOTIA

No scotia, square stop plaster finish.

9.04 SKIRTINGS

Bevel skirting 90mm x 10mm

9.05 ARCHITRAVES

40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.

11 FIXTURES

11.22 DOOR HARDWARE

Windsor architectural hardware - futura apex. 9018 lever set 9018d dummy lever - single (non handed) 9019 passage set 9020 privacy set 9021 locking set 9051 privacy set - integrated

11.23 DOOR STOPS

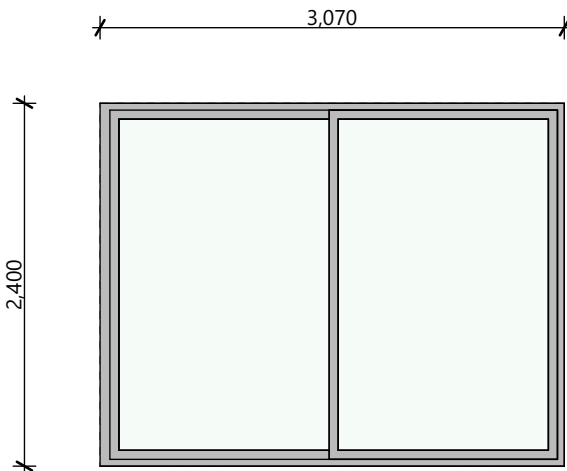
5240-blk (pic), bn 85mm x 30mm, skirting fix

11.25 ENTRY DOOR HARDWARE

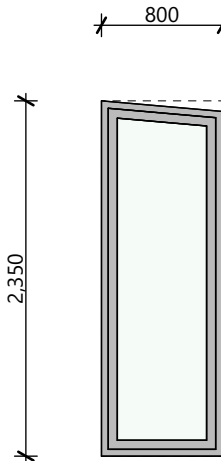
Windsor architectural hardware - futura apex. Mini lever entrance kit. Ø 1 pair pull handles ø 1364 or 1365 mini lever lock kit ø 5264 60mm floor mount doormat

11.30 BLINDS

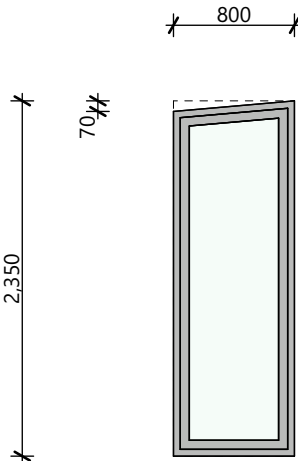
Roller blinds - with light filter - black colour.



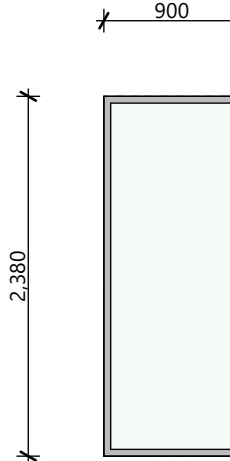
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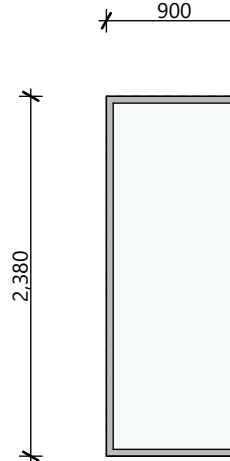
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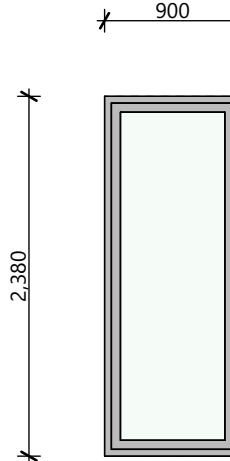
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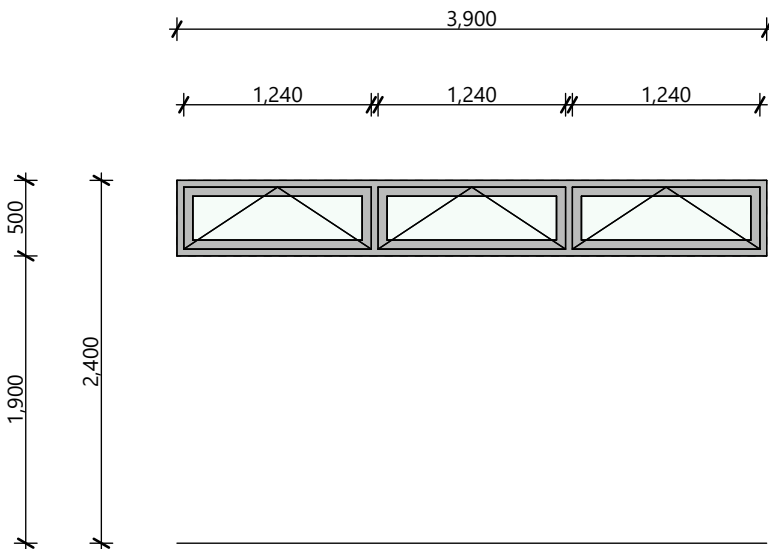
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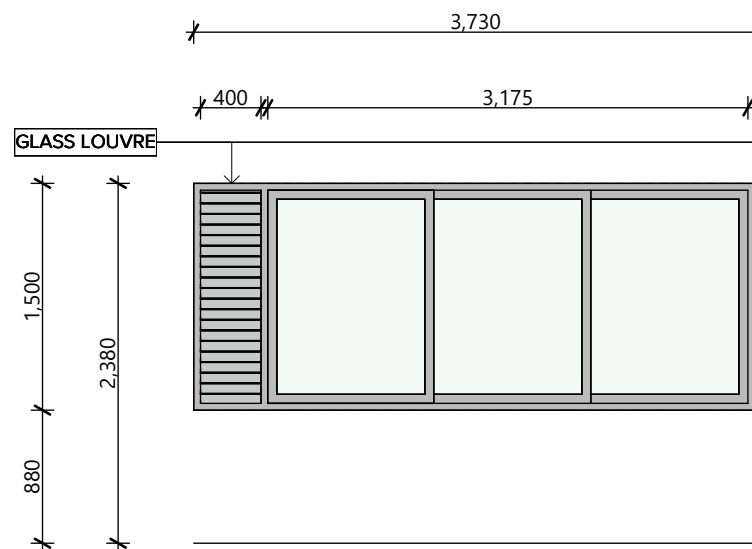
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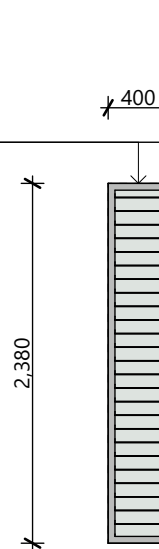
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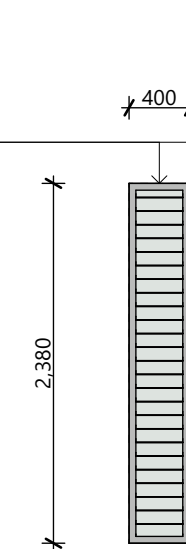
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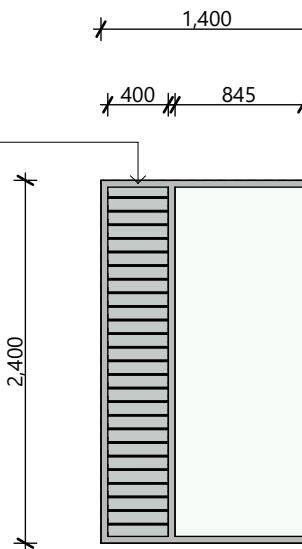
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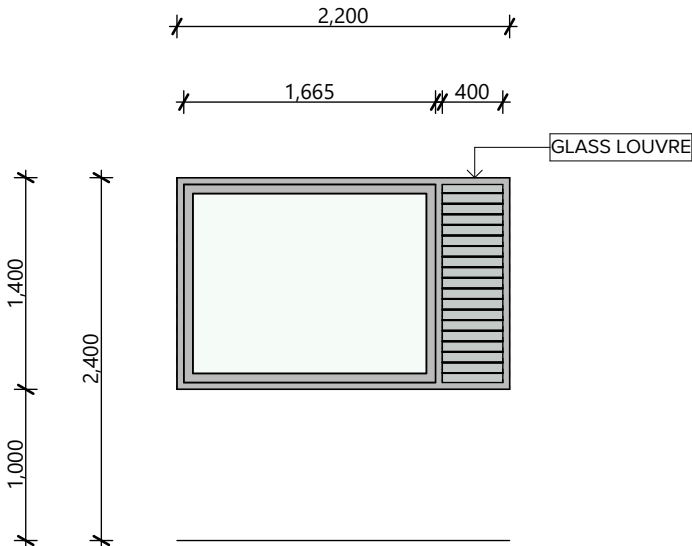
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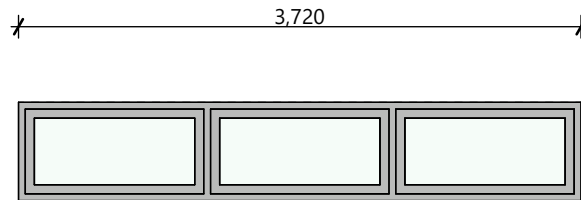
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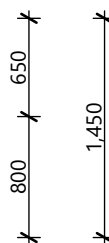
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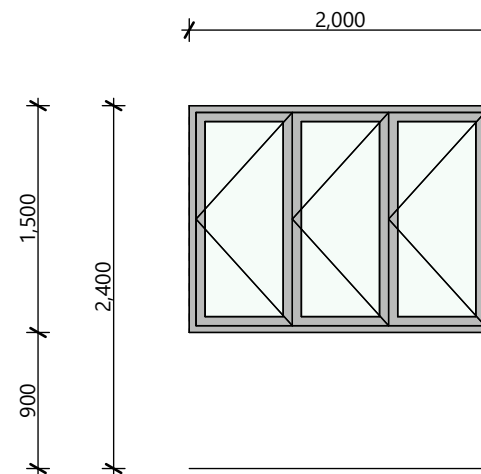
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-: 1 item (W07)



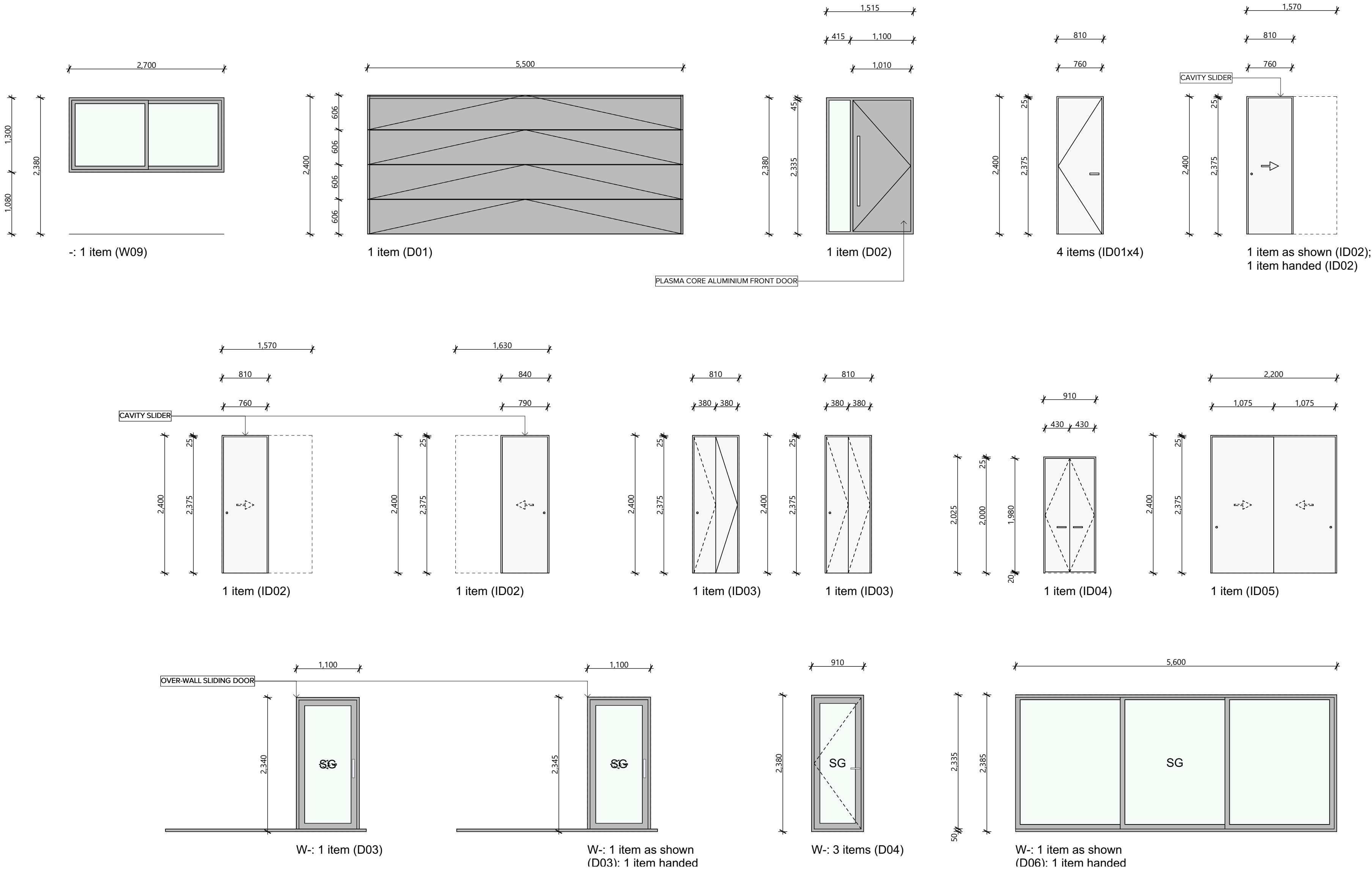
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-: 1 item (W08)

SPECIFICATIONS

1	GENERAL NOTES
1.04	SAFETY GLASS All glazing to comply with nzs 4223.3:2016 including safety glass to shower doors.
6	CLADDING
6.02	EXTERIOR ENVELOPE
6.02.03	ALUMINIUM JOINERY Double Pane: Low E3/Clear - Argon - Thermally improved Spacer (Ug 1.30) to all doors/windows. Matt Gull Grey colour. Joinery supplier to measure all joinery openings onsite prior to manufacture. R 0.46 - Residential Series Thermal Heart.
6.02.10	RESTRICTOR STAYS All openings on the first floor to have restrictor stays.
8	INTERIOR
8.04	INTERIOR DOORS Refer to door & window schedule for sizes and hardware.
8.04.01	INTERIOR DOORS - HINGED 2400mm high hollow core door. Smooth panel finish. Colour: Matt White Windsor Futura Apex, client selected finish.
8.04.02	INTERIOR DOORS - CAVITY SLIDER 2400mm high hollow core cavity slider door. Smooth panel finish. Colour: matte white. Windsor Futura Apex, client selected finish.
8.09	POP UP FLOOR STOP Fantom Magnetic Pop Up Floor Stop
9	FINISHES
9.03	SCOTIA No scotia, square stop plaster finish.
9.04	SKIRTINGS Bevel skirting 90mm x 10mm
9.05	ARCHITRAVES 40mm x 10mm beveled architraves. 3mm offset fromjamb liner. Builder to coordinate with designer/window manufacturer to allow for architraves to finish tight against ceiling lining.
11	FIXTURES
11.22	DOOR HARDWARE Windsor architectural hardware - futura apex. 9018 lever set 9018d dummy lever - single (non handed) 9019 passage set 9020 privacy set 9021 locking set 9051 privacy set - integrated
11.23	DOOR STOPS 5240-blk (pic), bn 85mm x 30mm, skirting fix
11.25	ENTRY DOOR HARDWARE Windsor architectural hardware - futura apex. Mini lever entrance kit. Ø 1 pair pull handles ø 1364 or 1365 mini lever lock kit ø 5264 60mm floor mount doorstop
11.30	BLINDS Roller blinds - with light filter - black colour.



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File name	24009 - AHIPARA H... PLANS REV.04.pdf
Document ID	f3392a15ef97238d49935d30e543fa0af4d89519
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

## Document History



**08 / 14 / 2025**  
23:27:24 UTC

Sent for signature to Kerrie Trumble-Curtin (ktrumblecurtin@gmail.com) and Thomas Duffy Curtin (ktrumblecurtin@gmail.com) from diego@arkhe.co.nz  
IP: 115.188.198.232



**08 / 14 / 2025**  
23:59:53 UTC

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IP: 24.2.245.117



**08 / 15 / 2025**  
16:32:34 UTC

Viewed by Kerrie Trumble-Curtin (ktrumblecurtin@gmail.com)  
IP: 24.2.245.117



**08 / 15 / 2025**  
17:29:56 UTC

Signed by Thomas Duffy Curtin (ktrumblecurtin@gmail.com)  
IP: 24.2.245.117



INCOMPLETE

**08 / 15 / 2025**  
17:29:56 UTC

This document has not been fully executed by all signers.



## NOTICE OF WRITTEN APPROVAL

Written Approval of Affected Parties in accordance with Section 95E of the Resource Management Act

### PART A – To be completed by Applicant

Applicant/s Name:

Diego Marangoni of Arkhe Architecture Limited

Address of proposed activity:

59A Tasman Heights, Ahipara

Legal description:

Lot 1 431537

Description of the proposal (including why you need resource consent):

#### Breach of Rule 7.6.5.1.5 – Sunlight

A minor portion of the roof structure breaches the recession plan along the top quadrant of western boundary. The breach does not seem to negatively affect the access to sunlight of the adjoining affected neighbouring property Lot 2 DP431537.

Details of the application are given in the attached documents & plans (list what documents & plans have been provided to the party being asked to provide written approval):

1. Site Plan. Recession Plane position indicated.
2. North/West Elevations, breach is dimension and highlighted.
3. Detailed 3D model of the proposed dwelling, building massing of adjoining property and recession plane breach highlighted.
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

#### Notes to Applicant:

1. Written approval must be obtained from all registered owners and occupiers.
2. The **original copy** of this signed form and **signed plans and accompanying documents** must be supplied to the Far North District Council.
3. The amount and type of information provided to the party from whom you seek written approval should be sufficient to give them a full understanding of your proposal, its effects and why resource consent is needed.



PART B – To be completed by Parties giving approval

Notes to the party giving written approval:

1. If the owner and the occupier of your property are different people then separate written approvals are required from each.
2. You should only sign in the place provided on this form and accompanying plans and documents if you **fully understand** the proposal and if you **support** or have **no opposition** to the proposal. Council will not accept conditional approvals. If you have conditions on your approval, these should be discussed and resolved with the applicant directly.
3. Please note that when you give your written approval to an application, council cannot take into consideration any actual or potential effects of the proposed activity on you unless you formally withdraw your written approval **before** a decision has been made as to whether the application is to be notified or not. After that time you can no longer withdraw your written approval.
4. Please sign and date all associated plans and documentation as referenced overleaf and return with this form.
5. If you have any concerns about giving your written approval or need help understanding this process, please feel free to contact the duty planner on 0800 920 029 or (09) 401 5200.

Full name/s of party giving approval:

THOMAS D CURTIN / KERRIE A. Trumble - Curtin

Address of affected property including legal description

59 B TASMAN HIEGHTS AHIPARA

Contact Phone Number/s and email address

Daytime: +1 709 499 5320 email: ktrumblecurtin@gmail.com

I am/we are the OWNER(S) / OCCUPIER(S) of the property (circle which is applicable)

Please note: in most instances the approval of all the legal owners and the occupiers of the affected property will be necessary.

1. I/We have been provided with the details concerning the application submitted to Council and understand the proposal and aspects of non-compliance with the Operative District Plan.
2. I/We have signed each page of the plans and documentation in respect of this proposal (these need to accompany this form).
3. I/We understand and accept that once I/we give my/our approval the Consent Authority (Council) cannot take account of any actual or potential effect of the activity and/or proposal upon me/us when considering the application and the fact that any such effect may occur shall not be relevant grounds upon which the Consent Authority may refuse to grant the application.
4. I/We understand that at any time before the notification decision is made on the application, I/we may give notice in writing to Council that this approval is withdrawn.

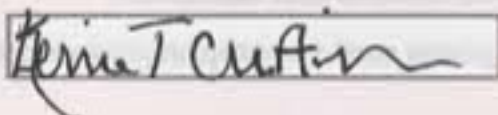
Signature



Date

May 30 2025

Signature



Date

May 30 2025

Signature

Date

Signature

Date