



33A Waiotahi Drive Mangawhai

Mia Wilson

☎ 027 385 3991

✉ mia@trinitynetwork.co.nz

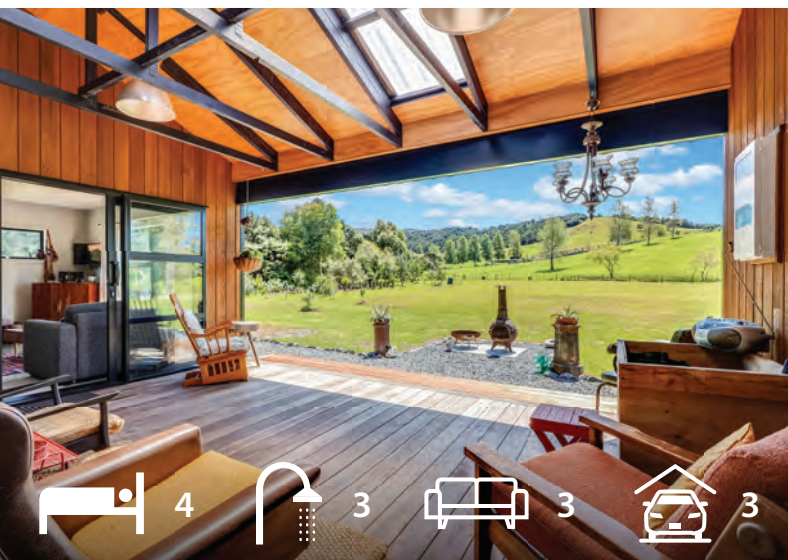
The documents provided in this information pack are review copies only, many provided by third parties and may not be current or complete. The records and reports are subject to update at any time. The information contained is therefore only being provided for basic introductory purposes and should not be relied upon by purchasers. Purchasers are encouraged to obtain their own copies of any records and seek independent legal and professional advice.

March 2022

Mia Wilson

MOVING YOU TO WHAT MOVES YOU

www.trinitynetwork.co.nz



Country, Forest and Coastal Vibes

Embracing Country, Forest and Coastal vibes this Lifestyle Dream on a magical 11149m² (2.75 acres) in a sought-after area, is your tranquil haven in every sense of the word. Close to Tanekaha Forest for hiking, beaches, Wineries, shops, cafes, and village markets this is 'location location' at its finest. The 3-year-old 270m² (including a Breezeway), 4-bedroom, low maintenance home has been lovingly created with a spacious, open feel to take in the extensive, peaceful, natural surrounds. The house includes a breezeway for year-round entertaining plus a private ample studio, fabulous for extended family and guests. When you walk into this home you are welcomed into somewhere special. Enjoy the spacious, open plan living which has a private tv/lounge room off the dining area and the kitchen with a well-designed scullery, is a homemaker's delight. There is the perfect configuration of bedrooms with the private master, ensuite and walk in wardrobe at one end of the home and two doubles at the other, with views out onto the land and native bush. The large main bathroom includes a walk-in shower along with a freestanding bath. The laundry is nicely positioned off the bathroom for easy indoor and outdoor access. The land contour being flat, lends itself to a multitude of opportunities with room for a swimming pool or tennis court, family activities or for the gardener, there is space a plenty to create your dream gardens. If it's a self-sustainable lifestyle you're after, then the search is over. There are fruit trees and a vege garden and with two large water tanks, a stream and pond for an abundance of water, there is ample room for more. A three bay pole shed completes the picture with parking for vehicles, boats, or a spot for the workshop, or sleep out. Providing peace, privacy, tranquillity and the promise of a Free-Range Lifestyle, this is a must see property. Call now to arrange a viewing.

33A Waiotahi Drive Mangawhai



Price: Price By Negotiation
Land Area: 1.1149 Hectares
Floor Area: 270m²
Rates: \$2,492
Rateable Value: \$1,130,000 on 01 September 2020

View Online:
www.trinitynetwork.co.nz/33a-waiotahi-drive-mangawhai

Open Home:
 Please call for viewing times



Mia Wilson
 REAL ESTATE CONSULTANT

☎ 027 385 3991
 ✉ mia@trinitynetwork.co.nz

Address: 33A Waistahi Drive, Mangawhai

Title & Further Information

This information sheet may accompany the legal documents, reports and records such as the property's title, LIM (if supplied by Vendor), and District Plan provided to prospective purchasers by the Agent.

DISCLAIMER: All documents are supplied by for general information purposes only.

The information below are some common 'interests' that may be listed on a property title with simple explanations about the restrictions or rights that could affect the property. Some interests, district plan information, LIM information or other information that has come to the Agents attention may be further detailed on the documents supplied. Some documents may not have been made available to the agent such as the LIM report which means the agent may not have been able to verify some information about the property.

These explanations are not intended to be legal advice or to be relied on by a prospective purchaser. Reading and interpreting the documents is a specialist area. It is the purchaser's sole responsibility to ensure they fully understand the title and related documents from their own investigations and independent professional advice, and the purchaser must not rely solely on the information provided by the Agent or Vendor prior to entering into an agreement to purchase the property. It is strongly recommended that the purchaser seeks advice and explanation about the Title, LIM, District Plan and other relevant documents from their own lawyer or registered conveyancer.

Tick if appropriate to title

Easements

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.

Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work. It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

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

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrument cannot be surrendered by the owner of the title without prior consent of the council.

Resource Management Act 241(2)

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

Consent Notice pursuant to Section 221 Resource Management Act 1991

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

Lease of Flat 1 & 2

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

Fencing Covenant

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978.. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

Fencing Agreement

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties.). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.

Land Covenant

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

Building Line Restriction

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further

legal/technical advice for the full details.

Marginal Strip

A Marginal Strip is Crown land adjacent to foreshore, lake, rivers or streams greater than 3 metres wide that is sold or otherwise disposed of, the strip of land no less than 20 metres wide is deemed reserved. This means that the owner of the ex-Crown property located adjacent to the waterway does not own the first 20 metres of that property. This may affect your use of the property so it is highly recommended to seek further investigation/technical advice for full details.

Limited as to Parcels

This means that the property has never been properly surveyed and as such the dimensions of the site it refers to are not guaranteed. This is usually not found in the interests but at the top of the title document. If this is on the title it is highly recommended to seek further legal and specialist advice.

Additional Interests/Subject to various acts

Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. These interests are noted below and it is highly recommended to seek further legal/technical advice.

Further Title, District Plan and LIM (if provided) information & any additional information about the property that has come to the Agent's attention. If there is not enough room below, additional pages may be attached.

DISCLAIMER: The information listed below is provided as a starting point for prospective purchasers to do their own research and seek their own advice. It is the purchaser's responsibility to do its own due diligence on the property and this information is intended only to alert the purchaser to possible issues with a property of this age, condition and construction, in this location. The list is not represented as including everything that a purchaser should be aware of or investigate further as there may be issues that the Agent or Vendor have no knowledge of, expertise in, or any reason to suspect or raise. Furthermore, nothing listed below is intended to imply that there is any actual problem or concern with the property or its surrounding area.

Insert Here:

By accepting the documents provided by the Agent and signing this form, the purchaser acknowledges and agrees:

- The documents provided are review copies only and may not be current or complete. The records and reports are subject to update at any time by the issuer or author of the documents.
- The explanations and information in this form or otherwise given by the Agent are basic introductory information only and as outlined in the disclaimers of this document.
- The purchaser will not rely on the information or documents supplied, and has been advised by the Agent to obtain their own copies of the reports and records from the appropriate authority (eg LIM report, verified copies of CCC's) and seek independent professional advice and explanations from their own lawyer or conveyancer.
- If the purchaser enters into a sale and purchase agreement it will do so solely in reliance on the purchaser's own judgement, independent advice and due diligence investigations. The purchaser will not have any right of recovery against the Vendor or Agent in respect of any such representation made on this form or attached documents.
- This form does not form part of the Sale and Purchase Agreement for the property.

Listing Agent Sign: M Wilson Print Name: Mia Wilson Date: 19 November 2022

Purchaser Sign: Print Name: Date:

Purchaser Sign: Print Name: Date:

Purchaser Sign: Print Name: Date:



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




R.W. Muir
Registrar-General
of Land

Identifier **756497**
Land Registration District **North Auckland**
Date Issued 21 April 2017

Prior References
296266

Estate Fee Simple
Area 1.1149 hectares more or less
Legal Description Lot 6 Deposited Plan 499169

Registered Owners
Sharon Anne Martin and Michael Wayne Rather

Estate Fee Simple - 1/3 share
Area 1415 square metres more or less
Legal Description Lot 15 Deposited Plan 499169

Registered Owners
Sharon Anne Martin and Michael Wayne Rather

Interests

Subject to Section 59 Land Act 1948

Land Covenant in Easement Instrument 7228130.6 - 12.2.2007 at 9:00 am

7228130.7 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 12.2.2007 at 9:00 am

Subject to Section 241(2) Resource Management Act 1991 (affects DP 499169)

10687526.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.4.2017 at 9:04 am (affects Lot 6 DP 499169)

Subject to a right (in gross) to drain water over part Lot 6 DP 499169 marked F on DP 499169 and over part Lot 15 DP 499169 marked H on DP 499169 in favour of Kaipara District Council created by Easement Instrument 10687526.3 - 21.4.2017 at 9:04 am

The easements created by Easement Instrument 10687526.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to a right to convey electricity, telecommunications and computer media over part Lot 15 DP 499169 marked H on DP 499169 in favour of Northpower Limited created by Easement Instrument 10687526.4 - 21.4.2017 at 9:04 am

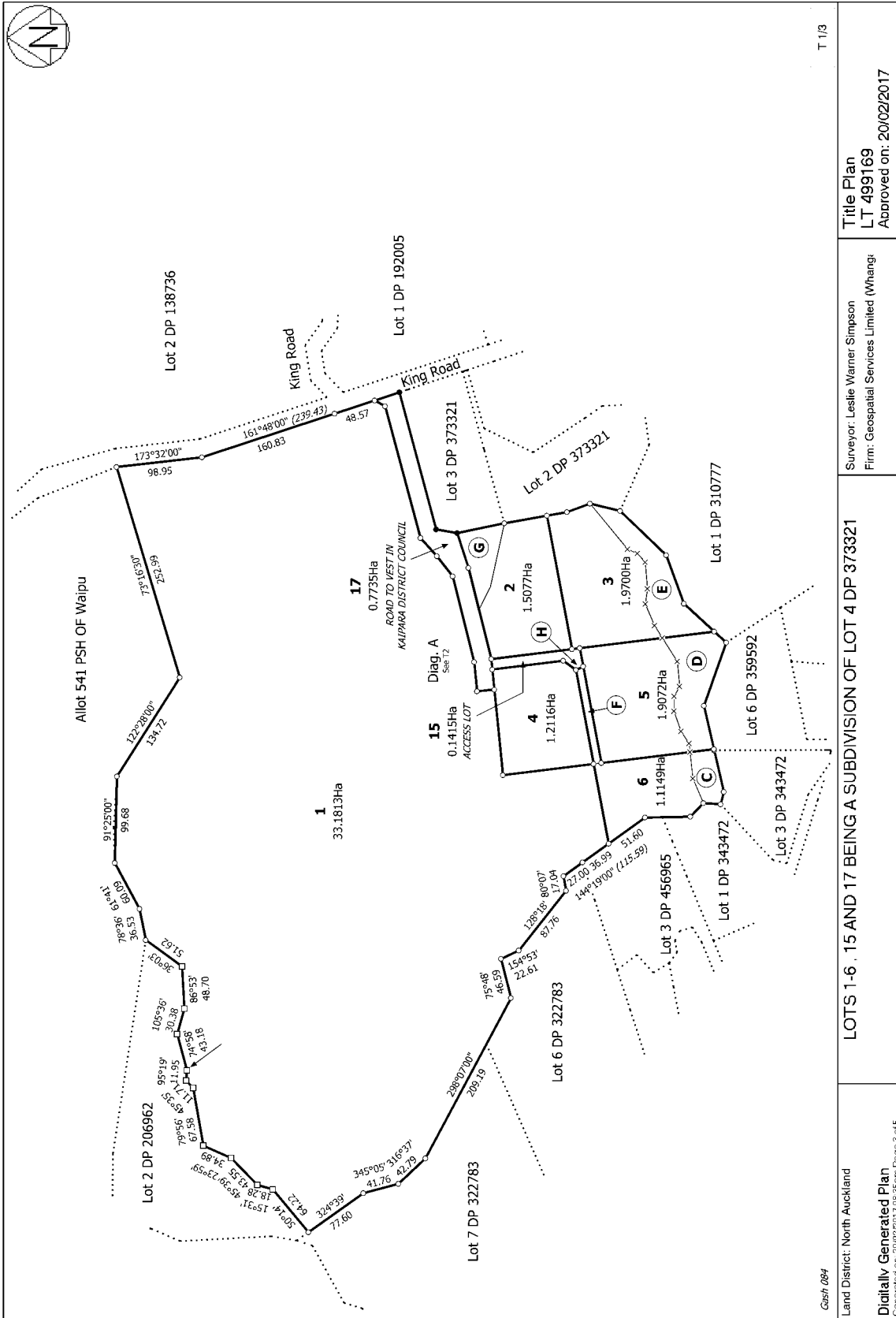
The easements created by Easement Instrument 10687526.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications and computer media over part Lot 15 DP 499169 marked H on DP 499169 in favour of Chorus New Zealand Limited created by Easement Instrument 10687526.5 - 21.4.2017 at 9:04 am

The easements created by Easement Instrument 10687526.5 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 10687526.6 - 21.4.2017 at 9:04 am

11370004.1 Mortgage to ANZ Bank New Zealand Limited - 4.3.2019 at 2:31 pm



GASH 084

Land District: North Auckland

Digitally Generated Plan

Generated on: 20/02/2017 08:35am Page 3 of 5

LOTS 1-6, 15 AND 17 BEING A SUBDIVISION OF LOT 4 DP 373321

Surveyor: Leslie Warner Simpson
Firm: Geospatial Services Limited (Whangarei)

Title Plan
LT 499169
Approved on: 20/02/2017

T 1/3

View Instrument Details



Instrument No 10687526.6
Status Registered
Date & Time Lodged 21 April 2017 09:04
Lodged By Dreadon, Nicole Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740490	North Auckland
740491	North Auckland
740492	North Auckland
740493	North Auckland
740494	North Auckland
756497	North Auckland

Annexure Schedule: Contains 5 Pages.

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
- I certify that the Mortgagee under Mortgage D000443.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10265941.1 has consented to this transaction and I hold that consent

Signature

Signed by Gabrielle June Bernice Thompson as Grantor Representative on 09/05/2017 04:26 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 Gabrielle June Bernice Thompson as Grantee Representative on 09/05/2017 04:26 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)

2015/6246
 APPROVED
 Registrar-General of Land

Page 1 of 5 pages

Grantor
 Mark William Gash

Grantee
 Mark William Gash

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			
<i>Continue in additional Annexure Schedule, if required</i>			
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	DP 499169	Lot 2 DP 499169 Lot 3 DP 499169 Lot 4 DP 499169 Lot 5 DP 499169 Lot 6 DP 499169 Lot 15 DP 499169	Lot 1 DP 499169 Lot 2 DP 499169 Lot 3 DP 499169 Lot 4 DP 499169 Lot 5 DP 499169 Lot 6 DP 499169

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 required; continue in additional Annexure Schedule, if required

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

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

~~[Annexure Schedule 2]~~

ANNEXURE SCHEDULE 2

Covenant Provisions

WHEREAS it is the grantor's intention to create with reference to each of the allotments as set out in Schedule A hereto the restrictive covenants as set out in Schedule C hereto and each of the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule C hereto and the owner and occupier for the time being of each of the lots in Schedule A shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the respective owners and occupier for the time being of any of the lots set out in Schedule B may be able to enforce the observance of such stipulations and restrictions.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to itself.

AND WHEREAS Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with itself shall be as valid as if made with another.

AND WHEREAS the grantor is desirous of conveying the allotments as set out in Schedule A to Mark William Gash (hereinafter called "the grantee") for the consideration hereinafter appearing and the grantee is desirous of accepting such conveyance and to entering into the covenants on the part of the grantee hereinafter contained.

NOW THEREFORE in pursuance of the said agreement AND IN CONSIDERATION of the sum of One dollar (\$1.00) paid by the grantee to the grantor (the receipt is hereby acknowledged) the grantor DOTN HEREBY TRANSFER unto the grantee all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule B hereto the grantee DOTN HEREBY COVENANT AND AGREE with the grantor in the terms and manner set out in Schedule C hereto so that each of the restrictive covenants shall run forever with each of the lots set out in Schedule A for the benefit of each of the lots as set out in Schedule B and all parts thereof and may be enforced by the registered proprietor(s) of any one or more of the lots described in Schedule B or any part of any such lot as any time.

SCHEDULE A

(all fee simple and all North Auckland Registry)

1. 1.5077 hectares more or less being Lot 2 DP 499169
2. 1.9700 hectares more or less being Lot 3 DP 499169
3. 1.2116 hectares more or less being Lot 4 DP 499169
4. 1.9072 hectares more or less being Lot 5 DP 499169
5. 1.1149 hectares more or less being Lot 6 DP 499169
6. 0.1415 hectares more or less being Lot 15 DP 499169

SCHEDULE B

(all fee simple and all North Auckland Registry)

1. 33.1813 hectares more or less being Lot 1 DP 499169
2. 1.5077 hectares more or less being Lot 2 DP 499169
3. 1.9700 hectares more or less being Lot 3 DP 499169
4. 1.2116 hectares more or less being Lot 4 DP 499169
5. 1.9072 hectares more or less being Lot 5 DP 499169
6. 1.1149 hectares more or less being Lot 6 DP 499169

SCHEDULE C

RESTRICTIVE COVENANTS

The registered proprietor shall not:-

1. Erect on or permit to remain on the covenanting Lot any dwelling or other building structure other than a new single family dwelling house (having an internal floor area of not less than 100m²) and/or utility building (such as a garage) provided that the registered proprietor shall be entitled to erect a temporary builder's shed that must be removed on completion of the dwelling and provided further that the existing dwelling on Lot 1 shall not be a breach of this provision and shall not preclude the erection of a second dwelling on the said Lot 1.
2. Allow any building to remain uncompleted after a period of 18 months from commencement of construction of such building;
3. Allow any structure to be erected having less than 80% new materials.
4. Allow any removable buildings more than one year old to be placed upon the property.
5. Further subdivide the property.
6. Permit or suffer:
 - (a) Any rubbish to accumulate or be placed upon the property or any excessive growth of grass and/or weeds (excluding hay or fallow paddocks) so that the same becomes unsightly.
 - (b) Any building to be in such a state of disrepair that it would detract from the value of the surrounding properties.
 - (c) Any motor bodies, truck, tractor, earthmoving equipment or machinery of a similar kind to be parked, stored, let on or adjacent to the property (unless garaged or screened) except as may be necessary to complete construction of a dwelling or associated earthworks.
 - (d) Any motor vehicle, caravan, motor home, or similar kind to be parked on the property (unless garaged or screened) without the vehicle having a current warrant of fitness and being currently registered and road worthy.
 - (e) Any caravan, motor vehicle, tent or similar to be used as a permanent dwelling.
 - (f) Permit or suffer any excessive growth of grass and/or weeds on the adjacent road berm and will keep the road berms mown and maintained to a tidy standard.

The Grantee covenants to reinstate and be responsible for all costs arising from damage to the landscaping, roading, footpath, kerbs, concrete or other structures in the subdivision caused directly or indirectly by that owner or his contractors, agents or invitees.

7. Permit any covenanting Lot to be used for any purpose which may prove noxious or noisome to the owners or occupiers for the time being of any surrounding properties and in particular the following uses are prohibited:

- (a) Commercial pig farming.
- (b) Commercial poultry farming.
- (c) Quarrying or landfills.
- (d) Commercial kennels for the purpose of boarding dogs and/or cats and/or breeding dogs and/or cats and
- (e) Commercial polyhouses;

AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantee may have to any person having the benefit of these covenants, the Grantee will upon written demand being made by the Grantor or any of the registered proprietors of any of the Lots:

- (a) Pay the person making such demand as liquidated damages the sum of \$100 (one hundred dollars) per day for every day that such breach or non-observance continues after the expiry of a period of 30 days from the date upon which written demand has been made.
- (b) Cease any operation in breach of the foregoing covenants; and
- (c) Remove or cause to be removed from the said land any rubbish or building used, erected or repaired in breach of or non-observance of the said restrictive covenants.

The Grantor shall ensure that there is recorded on the Title of each covenanting Lot a restrictive covenant giving effect to the above covenants and to the above intention so as to run with the land PROVIDED THAT the Grantor shall not be required nor liable to enforce nor be answerable to the Grantee for the breach of any corresponding restrictive covenants binding any of the Lots.

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or profit à prendre, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

EI 7228130.6 Easemen

Cpy - 01/01, Pgs - 009, 12/02/07, 09:18



Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

Mark William GASH

Grantee

Surname(s) must be underlined or in CAPITALS.

Mark William GASH

Grant* of easement or profit à prendre or creation or 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).

Dated this 20th day of November 2006

Attestation

	Signed in my presence by the Grantor
Signature [common seal] of Grantor	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Christine Harding Legal Executive Whangarei
	Address

	Signed in my presence by the Grantee
Signature [common seal] of Grantee	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Christine Harding Legal Executive Whangarei
	Address

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated

[]

Page

1

of

1

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant - in accordance with attached Annexure Schedule 2			

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[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 2].~~

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signature]

ANNEURE SCHEDULE 2

Covenant Provisions

WHEREAS it is the grantor's intention to create with reference to each of the allotments as set out in Schedule A hereto the restrictive covenants as set out in Schedule C hereto and each of the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule C hereto and the owner and occupier for the time being of each of the lots in Schedule A shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the respective owners and occupier for the time being of any of the lots set out in Schedule B may be able to enforce the observance of such stipulations and restrictions.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to itself.

AND WHEREAS Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with itself shall be as valid as if made with another.

AND WHEREAS the grantor is desirous of conveying the allotments as set out in Schedule A to Mark William Gash (hereinafter called "the grantee") for the consideration hereinafter appearing and the grantee is desirous of accepting such conveyance and to entering into the covenants on the part of the grantee hereinafter contained.

NOW THEREFORE in pursuance of the said agreement AND IN CONSIDERATION of the sum of One dollar (\$1.00) paid by the grantee to the grantor (the receipt of which is hereby acknowledged) the grantor DOTH HEREBY TRANSFER unto the grantee all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule B hereto the grantee DOTH HEREBY COVENANT AND AGREE with the grantor in the terms and manner set out in Schedule C hereto so that each of the restrictive covenants shall run forever with each of the lots set out in Schedule A for the benefit of each of the lots as set out in Schedule B and all parts thereof and may be enforced by the registered proprietor(s) of any one or more of the lots described in Schedule B or any part of any such lot at any time.

SCHEDULE A

(All fee simple and all North Auckland Registry)

1. 1.5865 hectares more or less being Lot 1 on DP373321 certificate of title 296263
2. 1.7390 hectares more or less being Lot 2 on DP373321 certificate of title 296264
3. 1.3532 hectares more or less being Lot 3 on DP373321 certificate of title 296265

SCHEDULE B

(All fee simple and all North Auckland Registry)

1. 1.5865 hectares more or less being Lot 1 on DP373321 certificate of title 296263
2. 1.7390 hectares more or less being Lot 2 on DP373321 certificate of title 296264
3. 1.3532 hectares more or less being Lot 3 on DP373321 certificate of title 296265
4. 41.8019 hectares more or less being Lot 4 on DP 373321 certificate of title 296266

SCHEDULE C

RESTRICTIVE COVENANTS

The registered proprietor shall not:-

1. Erect on or permit to remain on the covenanting Lot any dwelling or other building or structure other than a new single family dwelling house (having an internal floor area of not less than 100m²) and/or utility building (such as a garage) provided that the registered proprietor shall be entitled to erect a temporary builder's shed that must be removed on completion of the dwelling and provided further that the existing dwelling on Lot 1 shall not be a breach of this provision and shall not preclude the erection of a second dwelling on the said Lot 1.
2. Allow any building to remain uncompleted after a period of 18 months from commencement of construction of such building.
3. Allow any structure to be erected having less than 80% new materials.
4. Allow any removable buildings less than one year old to be placed upon the property.
5. Further subdivide the property.
6. Permit or suffer:
 - (a) Any rubbish to accumulate or be placed upon the property or any excessive growth of grass and/or weeds (excluding hay or fallow paddocks) so that the same becomes unsightly.
 - (b) Any building to be in such a state of disrepair that it would detract from the value of the surrounding properties.
 - (c) Any motor bodies, truck, tractor, earthmoving equipment or machinery of a similar kind to be parked, stored, let on or adjacent to the property (unless garaged or screened) except as may be necessary to complete construction of a dwelling or associated earthworks.
 - (d) Any motor vehicle, caravan, motor home, or similar kind to be parked on the property (unless garaged or screened) without the vehicle having a current warrant of fitness and being currently registered and road worthy.

- (e) Any caravan, motor vehicle, tent or similar to be used as a permanent dwelling.

The Grantee covenants to reinstate and be responsible for all costs arising from damage to the landscaping, roading, footpath, kerbs, concrete or other structures in the subdivision caused directly or indirectly by that owner or his contractors, agents or invitees.

7. Permit any covenanting Lot to be used for any purpose which may prove noxious or noisome to the owners or occupiers for the time being of any surrounding properties and in particular the following uses are prohibited:

- (a) Commercial pig farming.
- (b) Commercial poultry farming.
- (c) Quarrying or landfills; and
- (d) Commercial kennels for the purpose of boarding dogs and/or cats and/or breeding dogs and/or cats.

AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantee may have to any person having the benefit of these covenants, the Grantee will upon written demand being made by the Grantor or any of the registered proprietors of any of the Lots:

- (a) Pay the person making such demand as liquidated damages the sum of \$100 (one hundred dollars) per day for every day that such breach or non-observance continues after the expiry of a period of 30 days from the date upon which written demand has been made.
- (b) Cease any operation in breach of the foregoing covenants; and
- (c) Remove or cause to be removed from the said land any rubbish or building used, erected or repaired in breach of or non-observance of the said restrictive covenants.

The Grantor shall ensure that there is recorded on the Title of each covenanting Lot a restrictive covenant giving effect to the above covenants and to the above intention so as to run with the land PROVIDED THAT the Grantor shall not be required nor liable to enforce nor be answerable to the Grantee for the breach of any corresponding restrictive covenants binding any of the Lots.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Westpac New Zealand Limited	D026180.1
------------------------------------	------------------

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~~

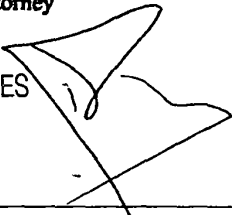
~~section~~ of the ~~Act~~

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

the Consentor hereby consents to:
the registration of the within Easement Instrument

Dated this 20th, day of November 2006

Attestation

<p>EXECUTED by WESTPAC NEW ZEALAND LIMITED by its duly appointed attorney</p> <p>DEREK EDWARD LINES</p> 	<p>Signed in my presence by the Consentor</p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <p>Gwenda Joan Ware Bank Officer Hamilton</p>
<p>Signature of Consentor</p>	

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.

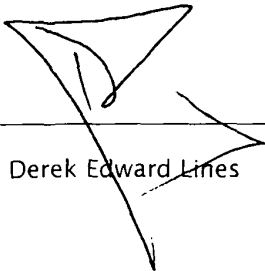
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Derek Edward Lines, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. THAT at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. THAT at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Hamilton



Derek Edward Lines

this 20 November 2006

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

Susan Mary KINGSTON as to a 1/2 share and Shirley Mary GASH as to a 1/2 share

D000443.3

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 _____]~~

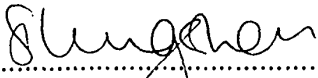
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the within Easement Instrument

Dated this 20 day of November 2006

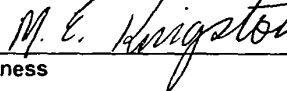
Attestation



Susan Mary KINGSTON

Signature of Consentor

Signed in my presence by the Consentor



Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

M. E. Kingston

Occupation

Retired

Address

Auckland

(continued on annexure schedule 2)

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.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Annexure Schedule - Consent Form

Dated

[Empty box for date]

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

SIGNED by Shirley Mary GASH
as a Consentor
in the presence of:

S. M. Gash

Witness signature:

M. E. Kingston

Witness full name:

Margaret Evelyn Kingston

Witness occupation:

Retired

Witness address:

Auckland

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.

COV 7228130.7 Cove

Cpy - 01/01, Pgs - 004, 14/02/07, 08



DocID: 812803609

IN THE MATTER of a Conservation Covenant
entered into pursuant to Section
77 of the Reserves Act 1977

WHEREAS

A **MARK WILLIAM GASH** ("the Covenantor") is the registered proprietor of the land in Certificate of Title NA132C/888 (hereinafter called "the land").

B **THE KAIPARA DISTRICT COUNCIL** ("the Council") is the local authority within whose district the land is situated.

C The Council is authorised by Section 77 of the Reserves Act 1977 ("the Act") to obtain conservation covenants in respect of private land for the purposes of managing such land so as to preserve the natural environment, or landscape, amenity, or wildlife or fresh water life or marine life habitat or historical value of such land.


D The Covenantor has agreed to grant to the Council conservation covenants for the purpose and intent of preserving the natural environment of the land and to satisfy a condition in this regard of the Council's consent to a subdivision as evidenced by Deposited Plan 373321 ("the plan").

NOW THEREFORE in pursuance of this authority the Covenantor HEREBY GRANTS to the Council Conservation Covenants pursuant to Section 77 of the Act over:

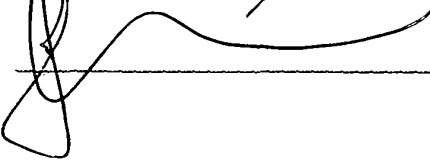
- (i) That part of Lot 1 on the plan as is shown marked thereon referred to as Covenant "A".
- (ii) That part of Lot 2 on the plan as is shown marked thereon referred to as Covenant "B".
- (iii) That part of Lot 4 on the plan as is shown marked thereon referred to as Covenant "C".

(such areas being hereinafter referred to as "the conservation areas") to the intent that this covenant shall have effect in perpetuity or until the Council shall resolve to release this covenant.

The Common Seal of the Kaipara
District Council was hereto
affixed in the presence of:



MAYOR



CHIEF EXECUTIVE



CONSERVATION COVENANT

Correct for the Purposes
of the Land Transfer Act

MARK WILLIAM GASH
"the Covenantor"


Solicitor for the
Kaipara District Council

THE KAIPARA DISTRICT COUNCIL
"the Council"

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

.....
Assistant/District Land Registrar
Of the District of North Auckland

URLICH McNAB KILPATRICK
SOLICITORS
WHANGAREI

View Instrument Details



Instrument No 10687526.2
Status Registered
Date & Time Lodged 21 April 2017 09:04
Lodged By Dreadon, Nicole Anne
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
740491	North Auckland
740492	North Auckland
740493	North Auckland
740494	North Auckland
756497	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Gabrielle June Bernice Thompson as Territorial Authority Representative on 09/05/2017 04:24 PM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991 ("**Act**")

A N D

IN THE MATTER of the subdivision of land shown in Deposited Plan 499169 (North Auckland Registry) ("**Plan**")

CONSENT NOTICE
(Section 221 of the Act)

KAIPARA DISTRICT COUNCIL ("**Council**") being the territorial authority of the district within which the land described in the First Schedule below ("**Land**") is located has consented to the subdivision of the Land as shown in the Plan subject to the conditions of the Second Schedule below to be complied with on a continuing basis by the Owner (as defined in the Act).

FIRST SCHEDULE
(Land)

ALL the land contained and described in 41.8039ha more or less, being Lot 4 Deposited Plan 373321, Certificate of Title 296266.

SECOND SCHEDULE
(Conditions)

The Owner (as defined in the Act) must, on a continuing basis, to the satisfaction of the Council, comply with the following conditions of the Council's Subdivision Consent RM 120062 namely:

1. In respect of Lots 2, 3, 4, 5 & 6 on the Plan (each a "Lot").
 - 1.1 Earthworks, the location of buildings, building foundations and stormwater and wastewater disposal are subject to specific engineering design by a suitable qualified Chartered Professional Engineer having regard to any soil instability/saturation issues that may exist or arise as a result of the development.

- 1.2 A plan for amenity and enhancement planting shall be prepared and submitted to the Council for approval prior to the issue of the building consent which focuses on softening the built form effects.
- 1.3 All landscaping shall be maintained in accordance with the approved plan for amenity and enhancement planting to the satisfaction of the Council.
- 1.4 Maintenance of landscaping will be monitored by Council for a period of three years from the date of completion of planting. There will be a charge for this monitoring payable by the lot owner.

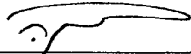
2. In respect of Lots 2 and 4 on the Plan (each a "Lot").

At the time of application for a building consent for any dwelling on the lot, a vehicle crossing shall be constructed in accordance with the following matters:

- 2.1 The vehicle crossing shall be located at a point where at least 85m sight distance in each direction is available.
- 2.2 The minimum distance between the crossings on the same side of the road shall be 30m.
- 2.3 The vehicle crossings shall be designed and constructed in accordance with The Kaipara District Council's Engineering Standards 2011 drawings S06, S10 and S11.

DATED the 2nd day of February 2017

SIGNED by
KAIPARA DISTRICT COUNCIL
by its authorised signatory

)
)
)


 Dina Tetzner

View Instrument Details



Instrument No 10687526.3
Status Registered
Date & Time Lodged 21 April 2017 09:04
Lodged By Dreadon, Nicole Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740491	North Auckland
740492	North Auckland
740494	North Auckland
756497	North Auckland

Annexure Schedule: Contains 3 Pages.

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
- I certify that the Mortgagee under Mortgage D000443.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10265941.1 has consented to this transaction and I hold that consent

Signature

Signed by Gabrielle June Bernice Thompson as Grantor Representative on 20/04/2017 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 Harold Ian Martin McCombe as Grantee Representative on 20/04/2017 04:53 PM

*** End of Report ***

Easement instrument to grant easement

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

MARK WILLIAM GASH

Grantee

KAIPARA DISTRICT COUNCIL

Grant of easement

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) 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	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Drain Water	"F" Deposited Plan 499169	756497	In gross
	"G" Deposited Plan 499169	740491	
	"H" Deposited Plan 499169	740492, 740494 & 756497 - as to Lot 15 on Deposited Plan 499169	

Annexure Schedule

Page **2** of **3** Pages

Insert instrument type

Easement instrument to grant easement

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

Continue in additional Annexure Schedule, if required

The implied rights and powers in Schedule 4 to the Land Transfer Regulations 2002 ("Regulation Schedule") in respect of a Right of Drain Water are implied in this instrument and are varied by the provisions set out in the Annexure Schedule.

Annexure Schedule

Page 3 of 3 Pages

Insert instrument type

Easement instrument to grant easement

*(continue in additional Annexure Schedule if required)***Right to Drain Water by Overland Flowpath**

1. The term of this easement is 1,000 years from the date of this Instrument.
2. That clause 4 of the Regulation Schedule is negated as to subclauses (2) and (3) and in subclause (1):
 - (a) the words "from the dominant land" are omitted; and
 - (b) the words "over, along and" are inserted before the word "through"; and
 - (c) the words "and to detain water as required upon" are inserted after the word "through".
3. Without derogating from clause 10(2) of the Regulation Schedule:
 - (a) the Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of carparking or landscaping, nor deposit any fill on the easement facility or stipulated course or stipulated area, except as designed, constructed or performed to the satisfaction of the Grantee;
 - (b) the Grantor shall not do or permit any work, or allow to remain any circumstances affecting the specific graded invert levels or profile of the overland flowpath, including any detention ponding, located or constructed on the easement facility or stipulated course or stipulated area as existing or constructed at the date of deposit of Plan 499169;
 - (c) the Grantor shall keep the easement facility, stipulated course or stipulated area clear and free at all times for the drainage of occasional flood waters.
4. That clauses 10(3) and clause 11 of the Regulation Schedule are negated. The Grantee shall be liable only for reparation of damage caused by it other than in the exercise of the right to drain water in the terms of this Grant. The Grantor must fulfil any conditions as to formation and maintenance of the easement facility, stipulated course or stipulated area required by this Grant and by the Grantee in its regulatory capacity.

View Instrument Details



Instrument No 10687526.4
Status Registered
Date & Time Lodged 21 April 2017 09:04
Lodged By Dreadon, Nicole Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740492	North Auckland
740494	North Auckland
756497	North Auckland

Annexure Schedule: Contains 5 Pages.

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
- I certify that the Mortgagee under Mortgage D000443.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10265941.1 has consented to this transaction and I hold that consent

Signature

Signed by Gabrielle June Bernice Thompson as Grantor Representative on 09/05/2017 04:25 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 Gabrielle June Bernice Thompson as Grantee Representative on 09/05/2017 04:25 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)

Grantor

Mark William Gash

Grantee

Northpower Limited

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
Right to convey electricity, telecommunications and computer media	H on DP 499169	Lot 15 DP 499169	In Gross to Northpower Limited

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 **substituted** by: the provisions set out in the Annexure Schedule

EASEMENT INSTRUMENT ANNEXURE SCHEDULE

1. DEFINITIONS

1.1 In this instrument unless the context indicates otherwise:

"Easement Area" means that part of the Land referred to in Schedule A;

"Electrical Works" means the Works, Electrical Installations, Electrical Appliances, Fittings and Associated Equipment, as those terms are defined in the Electricity Act 1992, presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same smaller or larger dimensions or capacity;

"Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity or telecommunication and computer media;

"Grantee" means Northpower Limited and its successors, transferees and assigns;

"Grantee's Authorised Persons" means the Grantee's subsidiary and related companies and the agents, employees, contractors, lessees, licensees and invitees of the Grantee and the Grantee's subsidiary and related companies;

"Grantor" means the registered proprietor of the Land and their heirs, executors, administrators and assigns;

"Land" is the land owned by the Grantor described in Schedule A;

"Telecommunications" means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not (and for the avoidance of doubt, includes any conveyance that constitutes broadcasting);

"Telecommunications Works" means any cable, duct, wire or a conductor of any other kind (including a fibre optic cable) used or intended to be used for the transmission or reception of Telecommunications and any instrument, furniture, plant, office, building, machinery, engine, excavation, or work, of whatever description, used in relation to, or in any way connected with that wire or conductor presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same smaller or larger dimensions or capacity;

"Works Owner(s)" means the Grantee, the Grantee's subsidiary and related companies, or any other person(s) the Grantee authorises to install Electrical Works and Telecommunications Works, and includes such any person(s) as they may transfer ownership to.

2. GRANT OF ELECTRICITY AND TELECOMMUNICATIONS EASEMENT

2.1 The Grantor grants to the Grantee, as an easement in gross forever, the rights to:

2.1.2 convey, reticulate, convert, transform, transmit, supply and use electrical energy and power by means of the Electrical Works; and

2.1.3 convey, reticulate, convert, transform, transmit, supply and use Telecommunications and computer media, by means of the Telecommunications Works,

in each case without obstruction or interruption and in any quantity.

2.2 The Grantee and the Grantee's Authorised Persons have the right, subject to clause 3, to enter and remain for a reasonable time on the Easement Area, and any other parts of the Land as are reasonably necessary, to do the following work:

2.2.1 To construct, install and lay the Electrical Works and/or Telecommunications Works on, over or under the Easement Area, at a depth or height and along a line determined by the Grantee;

2.2.2 To inspect, maintain, repair, dig up, alter, enlarge, renew or replace those Electrical Works and/or Telecommunications Works; and

2.2.3 To do anything else in the full exercise of the rights granted under this instrument, with or without tools, plant, equipment and vehicles.

2.3 The Grantee has no obligation to construct the Electrical Works and/or the Telecommunications Works or to convey electrical energy and power or Telecommunications through them continuously or at all.

3. ACCESS

3.1 The Grantee must before exercising the right of entry in clause 2.2:

3.1.1 Make reasonable efforts to identify the Land owner or the Land occupier;

3.1.2 Give reasonable notice to the Land owner or the Land occupier, except in an Emergency Situation, when prior notice is not required;

3.1.3 Identify the work it intends to carry out.

The Grantee is not required by reason of the obligations in this clause to delay entry onto the Land from the date notified.

3.2 The Grantee, in entering the Land, will take reasonable steps to minimise inconvenience to the Land owner or the Land occupier, including:

3.2.1 The time of entry (unless this is not possible due to an Emergency Situation);

3.2.2 Leaving gates as they are found;

3.2.3 Driving in a safe manner and taking reasonable steps not to disturb stock; and

3.2.4 Avoiding access through specific areas identified by the Grantor unless necessary to access the Electrical Works and Telecommunications Works.

The Grantee is not required to delay entry onto the Land or to pay any money or other consideration by reason of the obligations in this clause.

3.3 When obtaining access to the Easement Area, the Grantee will:

3.3.1 Complete the Electrical Works and Telecommunications Works as soon as possible with as little damage as possible to the Land and any vegetation, fences or improvements on it; and

3.3.2 Repair and make good all damage caused by the Grantee or the Grantee's Authorised Persons.

4. OWNERSHIP

Ownership of the Electrical Works and Telecommunications Works will at all times be vested in the Works Owner(s). No person, company, or other party has an interest in the Electrical Works and Telecommunications Works by reason only of having an interest in the Land.

5. GRANTOR'S OBLIGATIONS

5.1 The Grantor will not, without the prior written permission of the Grantee (which will not be unreasonably withheld):

5.1.1 On the Easement Area, or within the minimum distance from the Electrical Works and Telecommunications Works as advised by the Grantee (having regard to the relevant codes of practice and statutory or regulatory requirements applicable from time to time), construct or permit the construction of any walls, or carry out any earthworks or stockpiling, or place any buildings or structures, or allow any trees to become established, or remove or permit the removal of any soil, substance or material;

5.1.2 Construct or permit the construction of any roads or driveways on the Easement Area except where the easement is over an access or right of way;

5.1.3 Do or allow anything to be done which would interrupt or restrict the transmission of electrical energy, Telecommunications, data or computer media or interfere with or affect the other rights of the Grantee under this easement;

5.1.4 Impede the Grantee's access over the Land or the Easement Area to the Electrical Works and Telecommunications Works.

5.2 The Grantor may put up fencing or gates on any part of the Easement Area as long as:

5.2.1 The Grantor first notifies the Grantee of this intention;

5.2.2 Before putting up the gates or fences, the Grantee has marked the location of the Electrical Works and Telecommunications Works; and

5.2.3 If in the reasonable opinion of the Grantee, the design or location of any proposed fence or gate may interfere with the operation of the Electrical Works and/or the Telecommunications Works, the Grantee may prescribe the height, material used and/or location of the fence or gate.

5.3 The Grantor must not knowingly cause or permit flooding of the Easement Area.

6. MAINTENANCE

The Grantee is responsible for maintaining the Electrical Works and Telecommunications Works in the Easement Area so that they do not become a nuisance or a danger.

7. NO POWER TO TERMINATE

There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

8. LICENCE AND ASSIGNMENT

- 8.1** The Grantee may assign, transfer, lease, licence or otherwise grant or permit the use of all or any part of its rights, obligations and interests under this instrument without needing to obtain the Grantor's consent. The Grantor will if requested to do so by the Grantee sign such documents and obtain such consents as are required to enable registration of a transfer or assignment of part of all of the Grantee's interest under this instrument against the Computer Register(s) for the Land. The Grantee must reimburse the Grantor for the reasonable legal fees incurred by the Grantor when complying with the Grantor's obligations under this clause.
- 8.2** The liability of a Grantee under this instrument is limited to obligations and liabilities arising while that Grantee is the registered proprietor of the benefit of this easement, and ceases (except for any obligations or liability which has arisen during their time as registered Grantee) upon registration of any transfer or assignment of their interest as Grantee.
- 8.3** If at any time there is more than one Grantee, their liability to the Grantor shall be joint and several.

9. STATUTORY PROVISIONS

The easement rights are in substitution for those set out in Schedule 4 to the Land Transfer Regulations 2002, but otherwise this easement does not affect any statutory powers which the Grantee may have.

10. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, to be appointed by the President for the time being of the branch of the New Zealand Law Society where the Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

View Instrument Details



Instrument No 10687526.5
Status Registered
Date & Time Lodged 21 April 2017 09:04
Lodged By Dreadon, Nicole Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740492	North Auckland
740494	North Auckland
756497	North Auckland

Annexure Schedule: Contains 4 Pages.

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
- I certify that the Mortgagee under Mortgage D000443.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10265941.1 has consented to this transaction and I hold that consent

Signature

Signed by Gabrielle June Bernice Thompson as Grantor Representative on 20/04/2017 02:14 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 Gabrielle June Bernice Thompson as Grantee Representative on 20/04/2017 02:14 PM

*** End of Report ***

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

Grantor

Mark William Gash

Grantee

CHORUS NEW ZEALAND LIMITED

Grant of easement or *profit á 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) 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	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) <i>or</i> in gross
Right to convey telecommunications and computer media	Area H on DP 499169	Lot 15 DP 499169	Chorus New Zealand Limited (in gross)

Easements or *profit á 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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth schedule of the Property Law Act 2007.

The implied rights and powers are [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 2.

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~

Handwritten signature and initials, possibly 'M. Gash' and 'CMA'.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 2 of Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 3

of

Pages

Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Servient Tenement prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

5 Grantor's Covenants

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
 - (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
 - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
 - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
 - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Servient Tenement.

Annexure Schedule

Insert type of instrument

Easement Dated Page 4 of Pages

Continue in additional Annexure Schedule, if required.

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

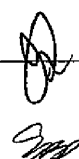
8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Servient Tenement, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) "**Line**" and "**Works**" shall have the meanings ascribed to those terms under the Telecommunications Act 2001;



PROPOSED 8m x 12m POLE SHED

FOR

Sharon Martin & Michael Rather

AT





33A Waiotahi Drive, Mangawhai

3 X SHEETS OF 'CLEARLITE'.
PAGE - 'NB' - NO FLASHINGS?

Building Information:

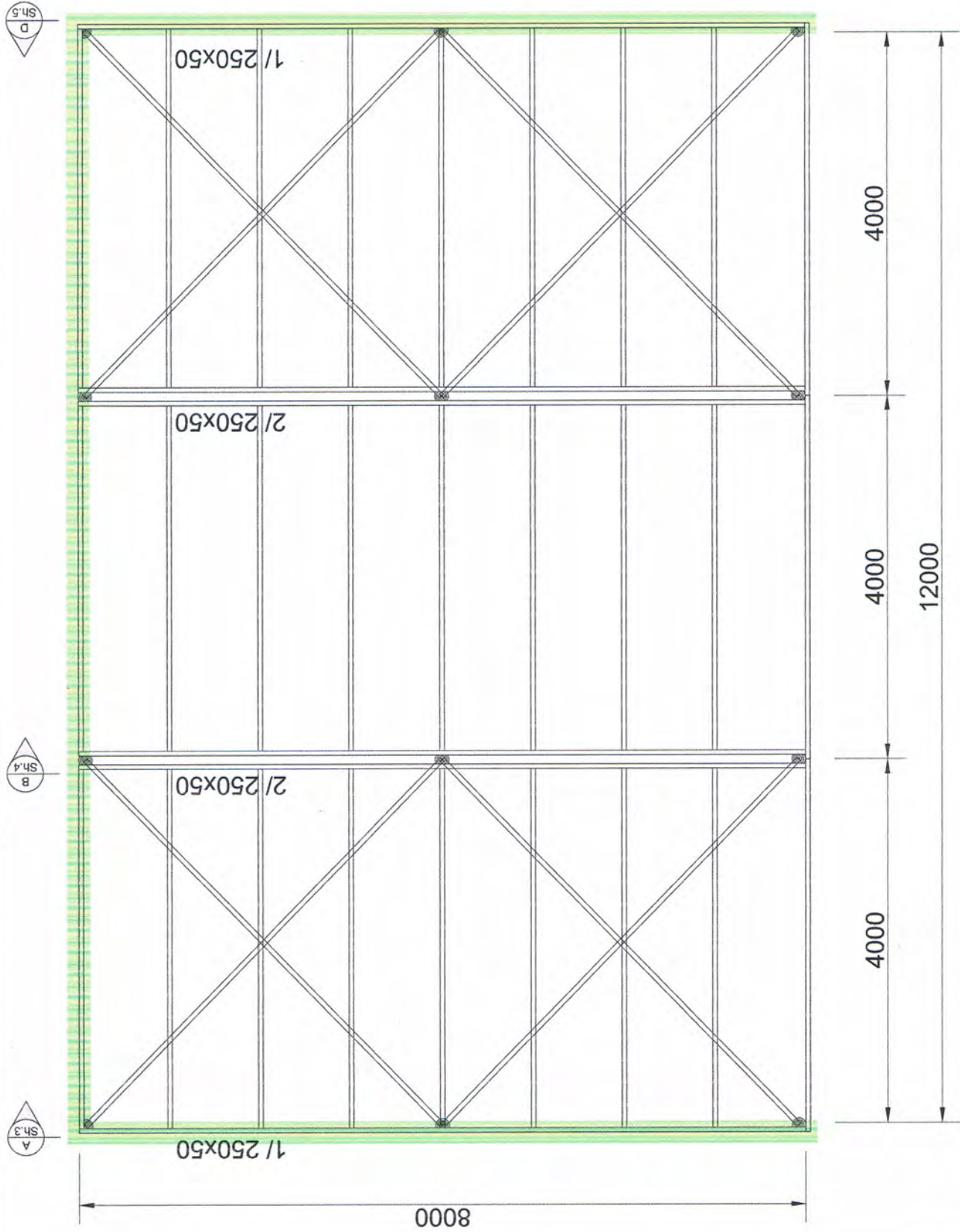
Roof Pitch: 4.3 deg.
 Wind Load: High
 Snow Load: Sg = 0 kPa
 Earthquake Zone: 3
 Timber Grade: SG8
 Bay Spacing: 4000mm
 Purlin Size: 200x50
 Purlin Centres: 1000mm
 Girt Size: 150x50, 150x50 (Rear)
 Girt Centres: 1010mm
 Wind Column Size: NA
 Pole Size: 150 SED
 Pole Embedment: 1000mm
 Rafter Size: 250x50, 250x50 (Internal)
 Rafter Span: 4000mm
 Props Required: NA
 Max Pole Height: 3600mm
 Low Pole Height: 3000mm
 Floor Type: Earth
 Front Overhang: None
 Rear Overhang: None

Key:

-  = Clad Walls
-  = Column
-  = Pole
-  = Single Row of Tensioned Multibrace

Notes:

Order #: 8796



MiTek New Zealand Ltd.
 CHRISTCHURCH
 Phone: (03) 348 8691
 AUCKLAND
 Phone: (09) 274 7109

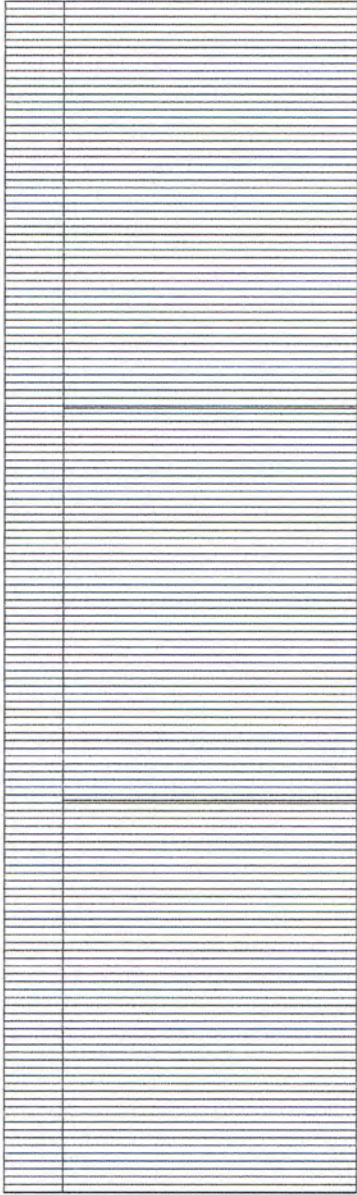
Job Name: Rather

Job Site: 22A Waitetaki Drive, Manasseroke

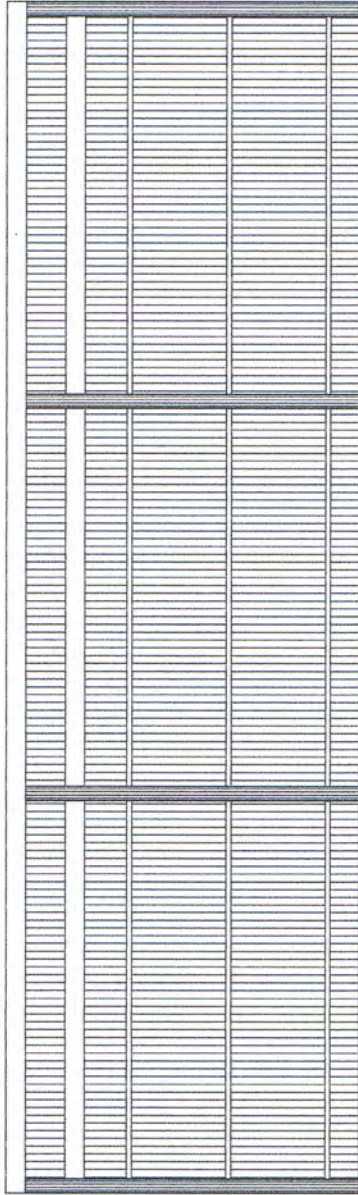
Plan

Drawing Number:
FB72040

Notes:

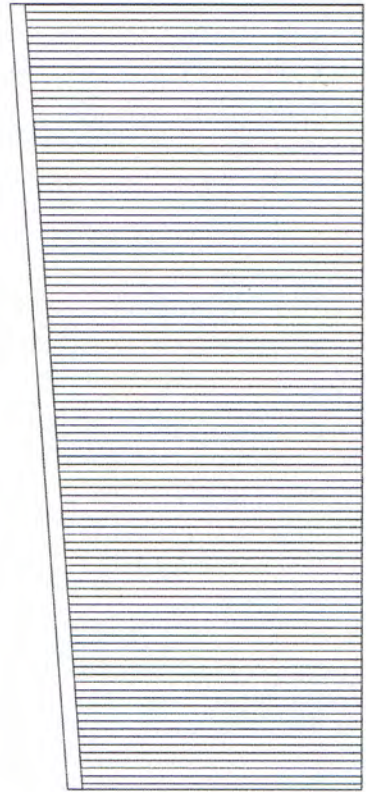


REAR ELEVATION

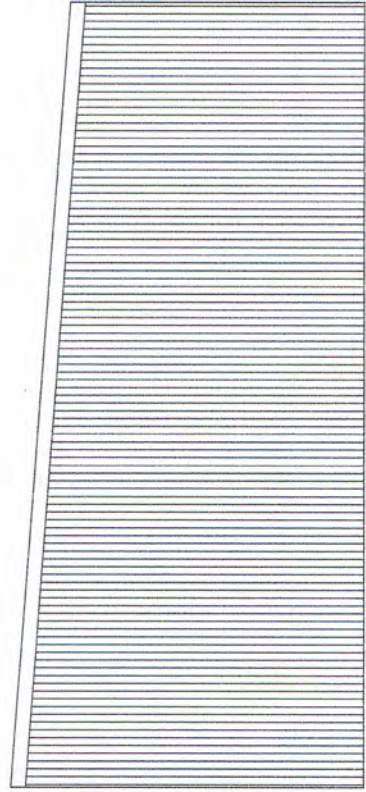


FRONT ELEVATION

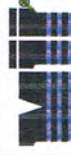
N.B. This design does not include any design or detail for flashing and/or drainage requirements.



LEFT END ELEVATION



RIGHT END ELEVATION



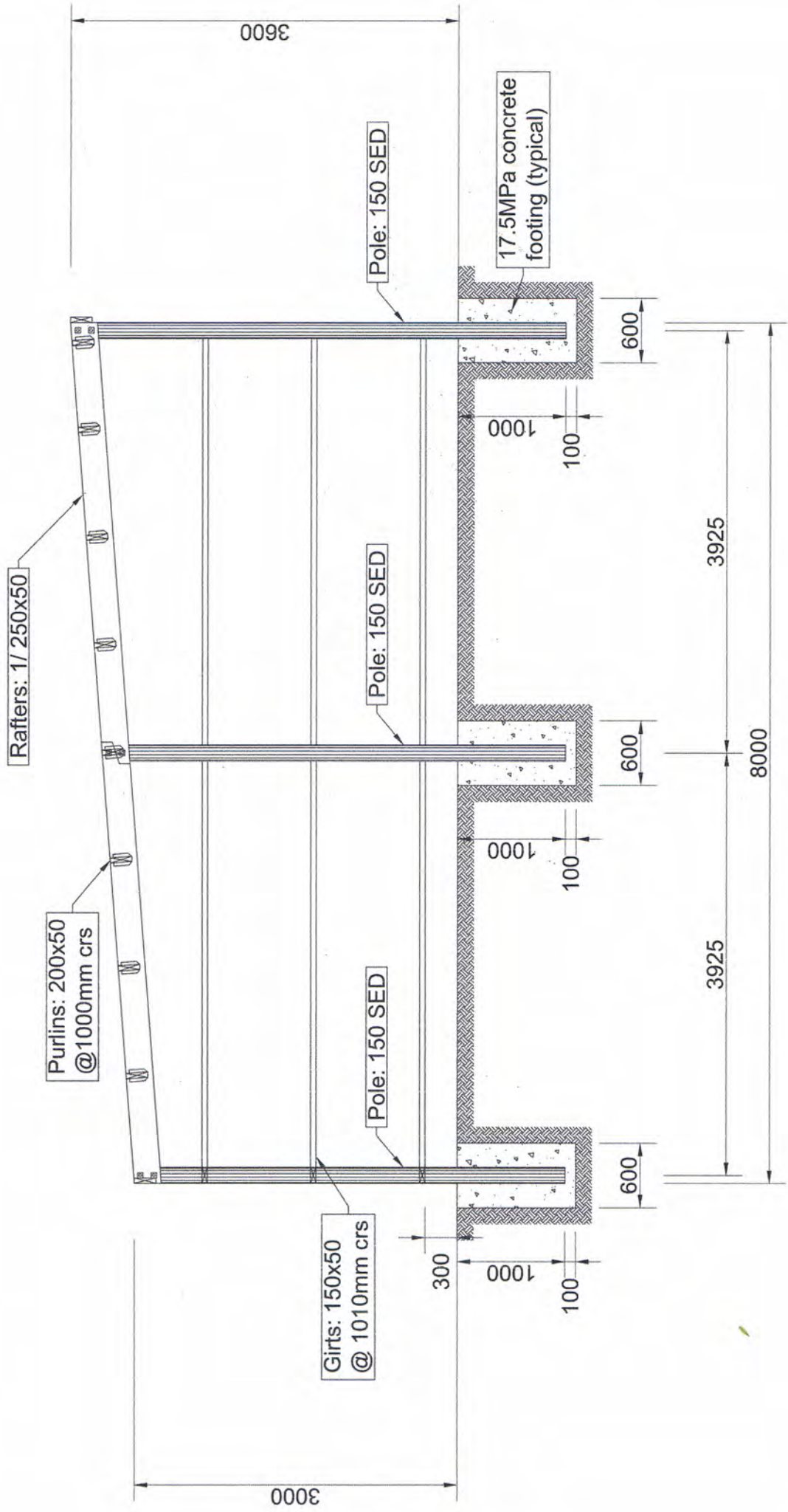
MITek New Zealand Ltd.
CHRISTCHURCH
Phone: (03) 348 8691

Job Name: Rather

Elevations

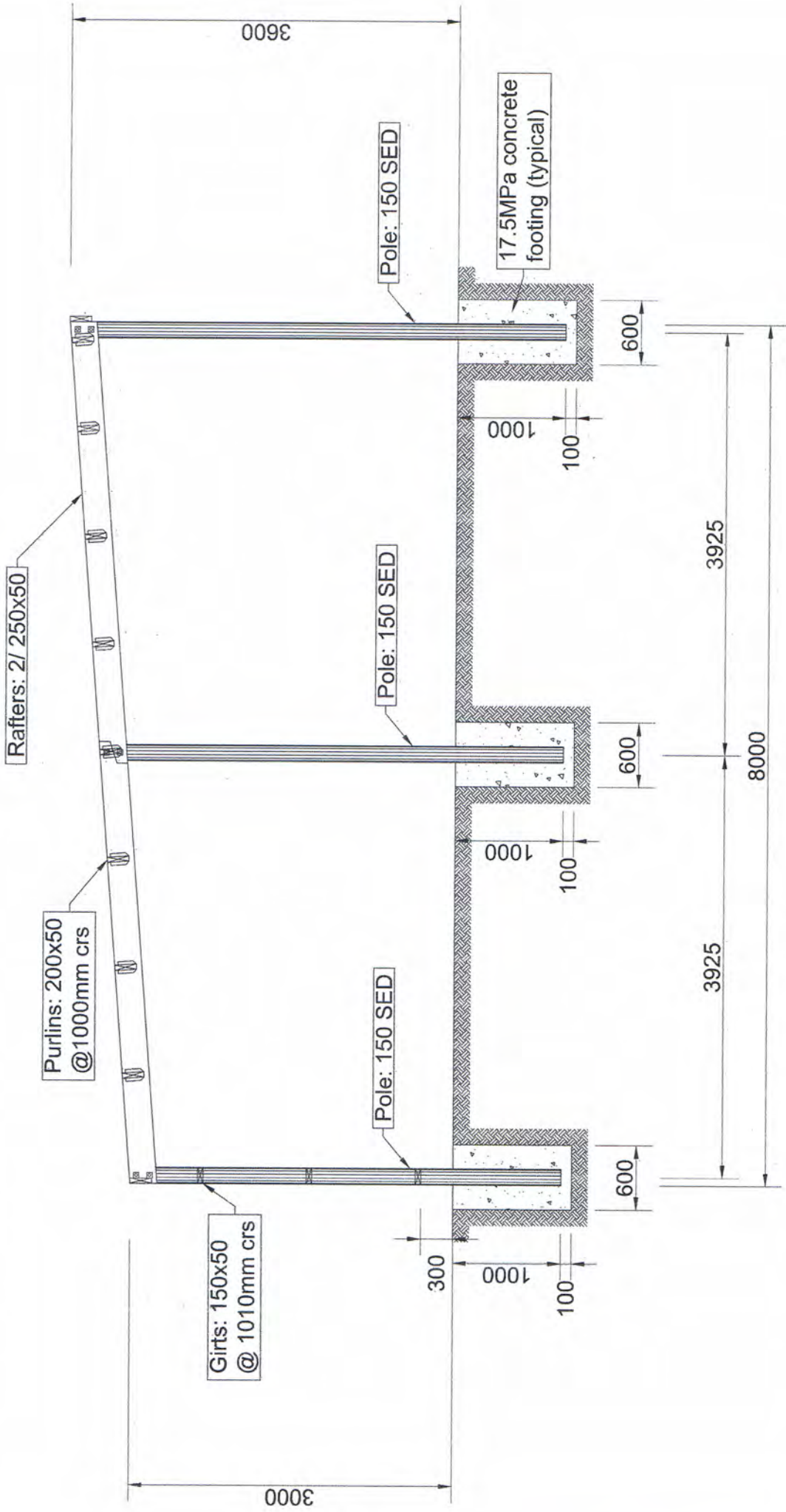
Drawing Number:
FB72040

Note: Girt pattern may vary, as long as spacings do not exceed 1010mm.



Pitch: 4.3 deg.

Note: Girt pattern may vary, as long as spacings do not exceed 1010mm.



Pitch: 4.3 deg.

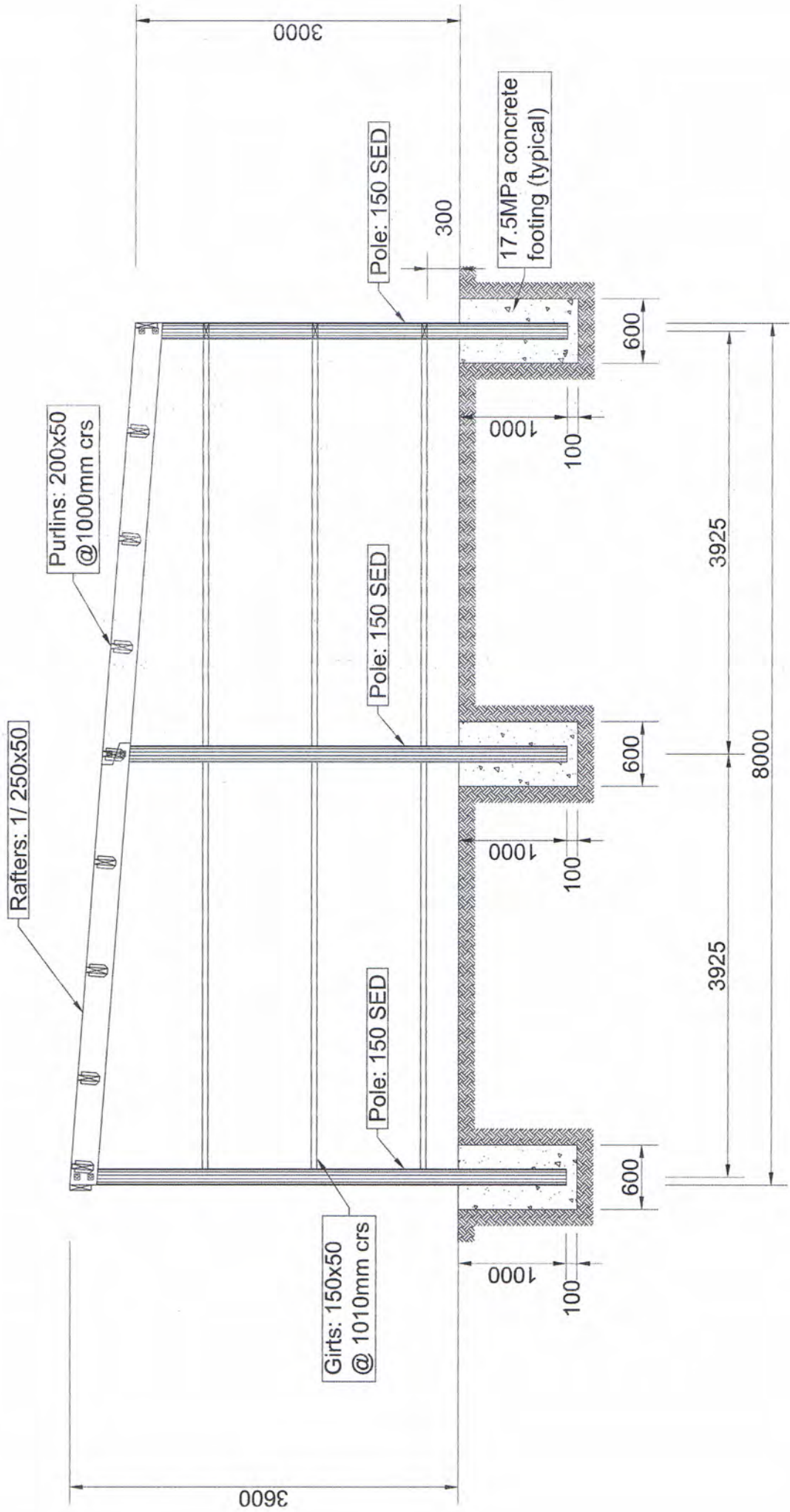
MiTek New Zealand Ltd.
 CHRISTCHURCH
 Auckland
 Phone: (03) 348 8691
 Phone: (09) 274 7109
 Fax: (03) 348 0314
 Fax: (09) 274 7100

Job Name: Rather
 Job Site: 33A Waitohi Drive Manawhai

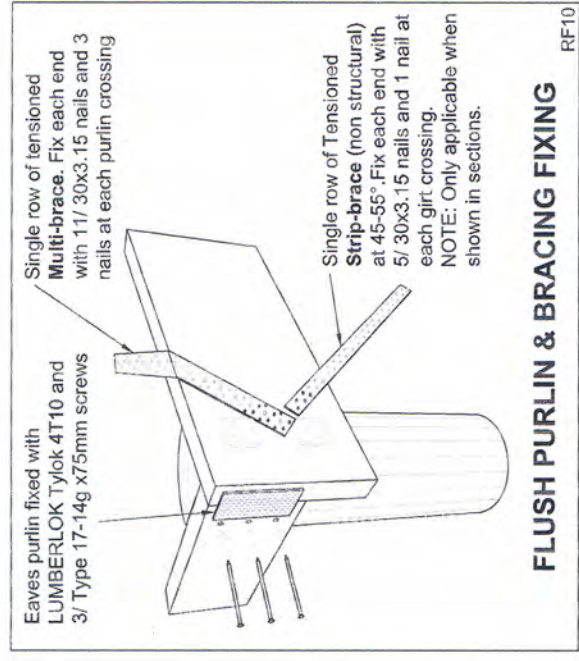
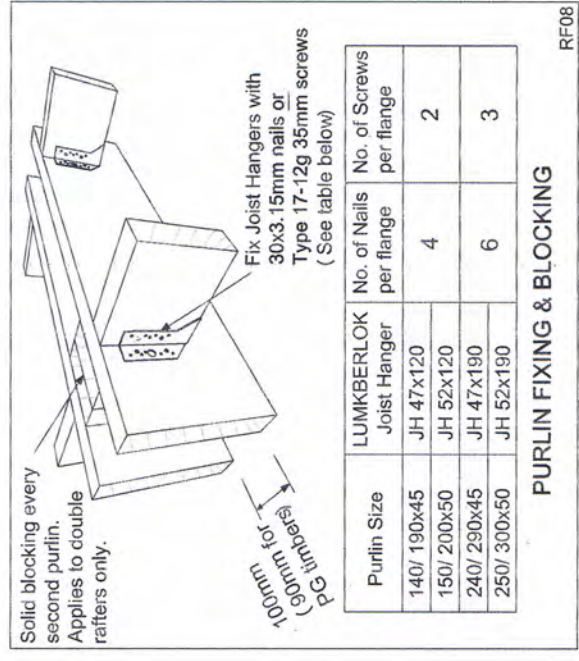
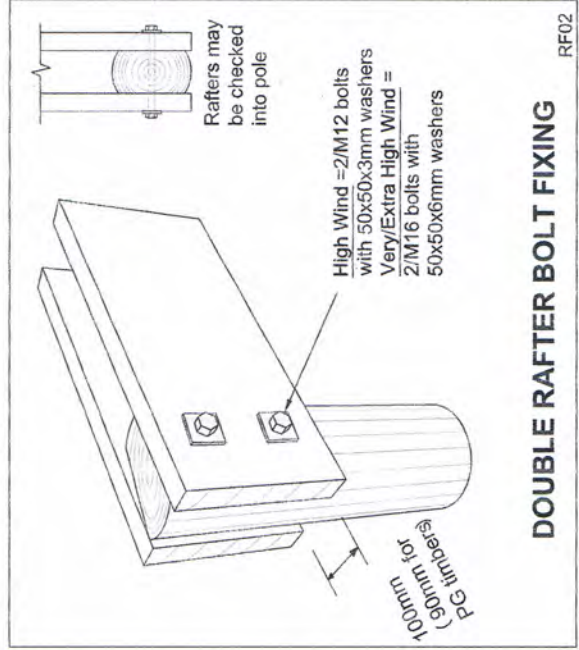
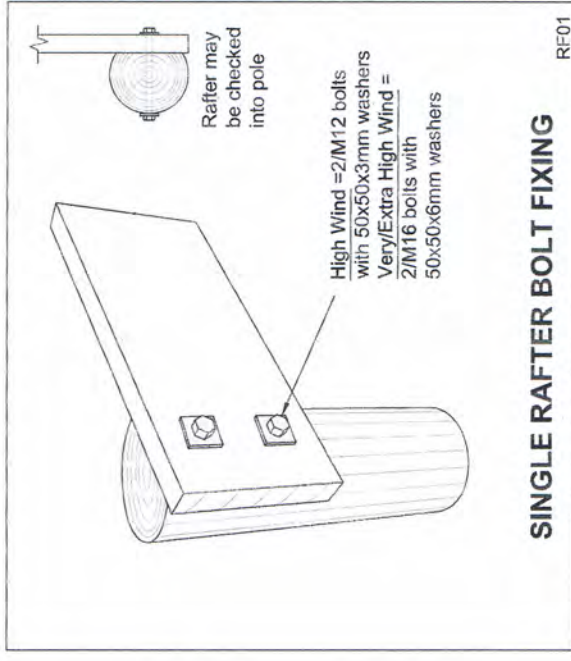
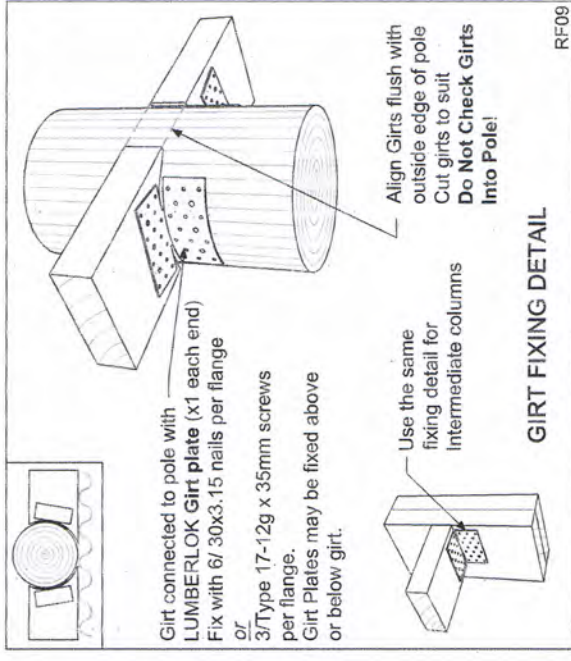
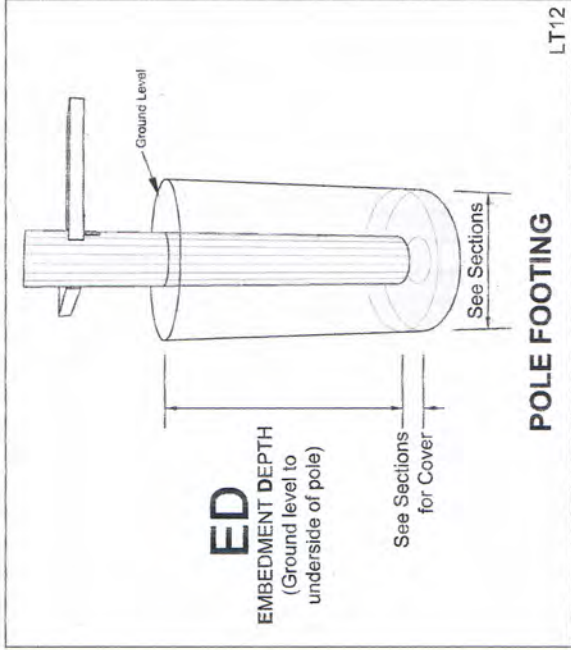
Section B

Drawing Number:
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Note: Girt pattern may vary, as long as spacings do not exceed 1010mm.

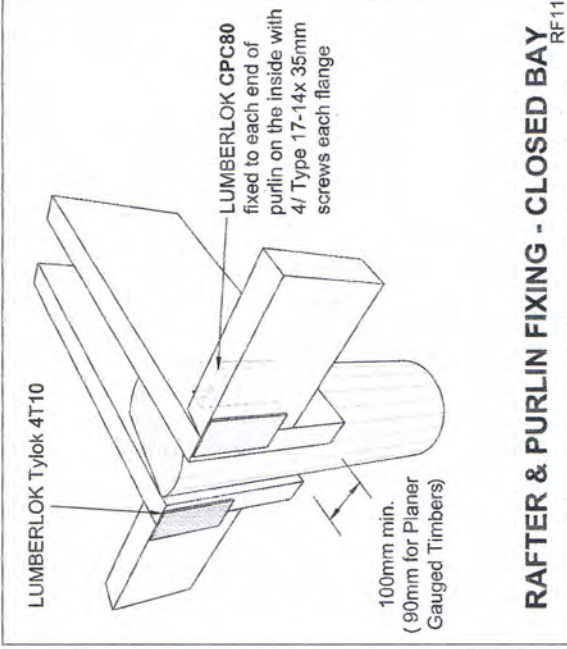


Pitch: 4.3 deg.

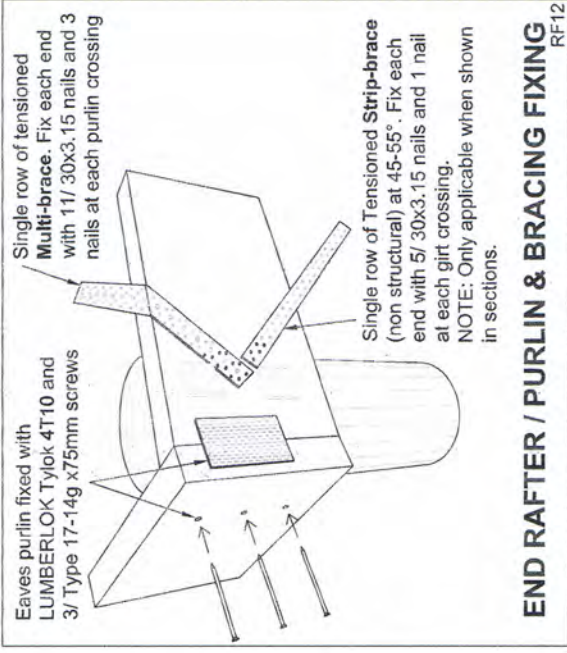


Job Name: Rafter

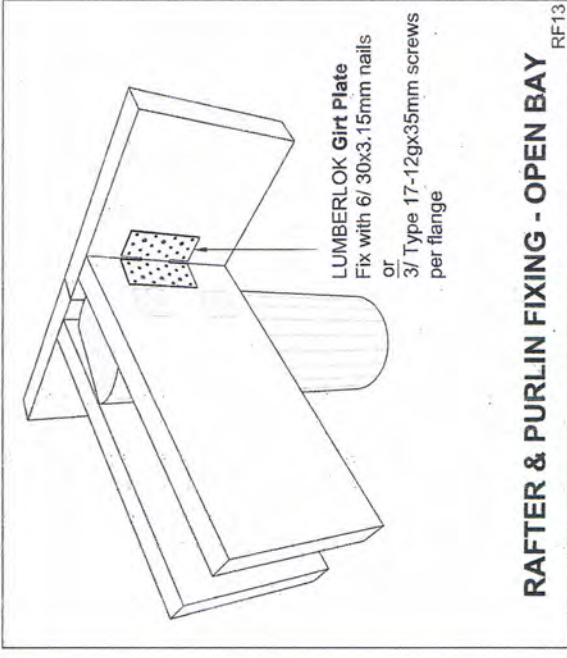
Drawing Number:



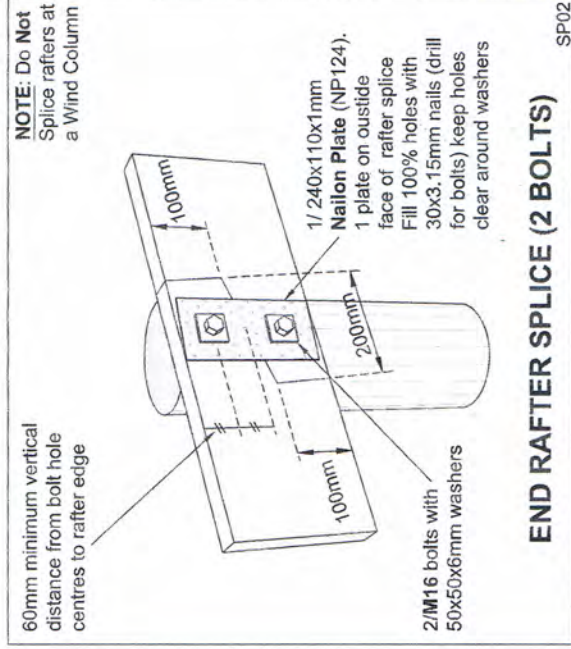
RAFTER & PURLIN FIXING - CLOSED BAY RF11



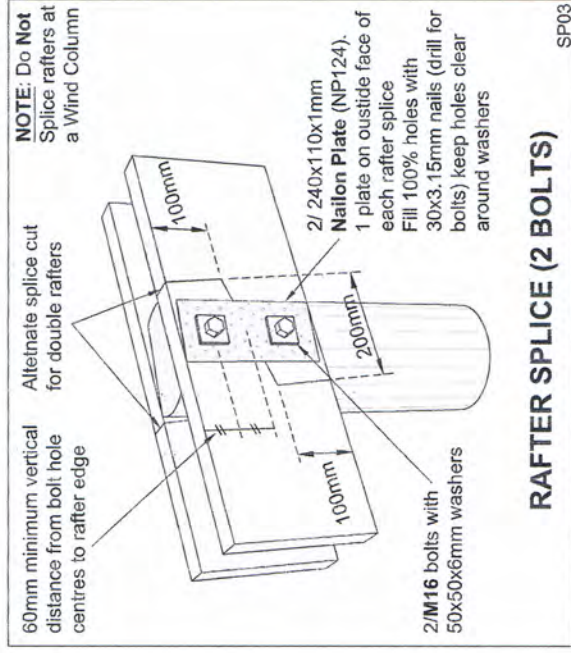
END RAFTER / PURLIN & BRACING FIXING RF12



RAFTER & PURLIN FIXING - OPEN BAY RF13



END RAFTER SPLICE (2 BOLTS) SP02



RAFTER SPLICE (2 BOLTS) SP03

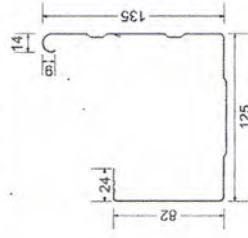
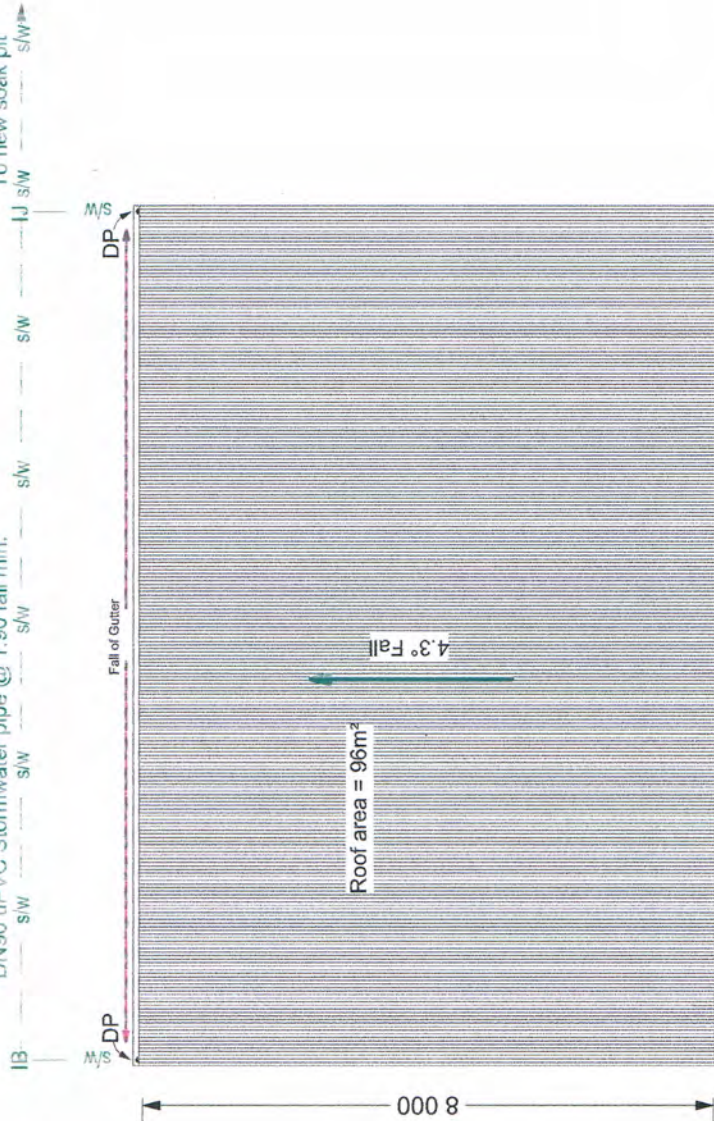
Scheduled Materials:

Roof Pitch:	3.6°
Roof Material:	0.40mm G550 AZ150 Colorcote Zincare - Trapezoidal Profiled Metal
Spouting type:	125 Box Gutter
Spouting Material:	0.40mm G300 AZ150 Colorcote Zincare
Down Pipe- Size & type	80mm Ø uPVC
Flashings:	0.40mm G300 AZ150 Colorcote Zincare
Roof Underlay:	Thermakraft 215 - Closed Bay only
Roof Netting:	75mm Hexagonal galvanised wire netting - Closed Bay only

Note:
Refer to owner supplied site plan for siting.
Stormwater to new soak pit.

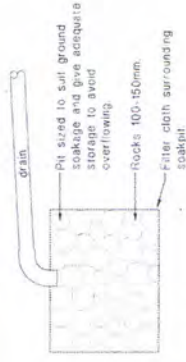
DN = Diameter Nominal
DP = Downpipe
S/W = Storm Water

DN90 uPVC Stormwater pipe @ 1:90 fall min.



Effective cross sectional area: 957mm²
Material: 0.40mm G300 AZ150 Colorcote Zincare
Max. roof area per 80mm Ø Downpipe: 85m²
Minimum recommended fall: 1:2000
Bracket system: Internal coated steel brackets fixed @ 1m centres with 2530x2.8 bolts

Figure 13: Soak Pit for Surface Water Disposal



(e) Rock soak pit

Figure 15: Cross Sectional Area of External Gutter



Figure 15: Cross sectional area external gutter - E/IAS1

Table 5: Downpipe Size for Given Roof Pitch and Area

Downpipe size (mm) (minimum internal sizes)	0.25°	25-35°	35-45°	45-55°
63 mm diameter	60	50	40	35
74 mm diameter	85	70	60	50
100 mm diameter	155	130	110	90
150 mm diameter	350	290	250	200
65 x 50 rectangular	60	50	40	35
100 x 50 rectangular	100	80	70	60
75 x 75 rectangular	110	90	80	65
100 x 75 rectangular	150	120	105	90

Plan area of roof served by the downpipe (m²)



All plans are to be read in conjunction with specifications



Kaipara te Oranganui

**KAIPARA
DISTRICT**

Two Oceans Two Harbours

Approved Building Consent Documents

Kaipara District Council
Approved Building Consent Document

BC180645 - Pg 1 of 28

14/12/2018

bharris

Please note: A copy of the stamped, approved documents must be available onsite for **all** inspections.

New Home Lot 6 DP499169 33a Waiohahi Drive Tawhiri Gardens Mangawhai Heads

CONTENT:

Page 1. Site Plan
 Page 2. Floor Plan
 Page 3. Dimensioned Floor Plan
 Page 4. Elevations
 Page 5. Elevations
 Page 6. Cross Section
 Page 7. Drainage Plan
 Page 8. Foundation Plan
 Page 9. Foundation Details
 Page 10. Bracing and Electrical Plan

Page D1-D15. Details

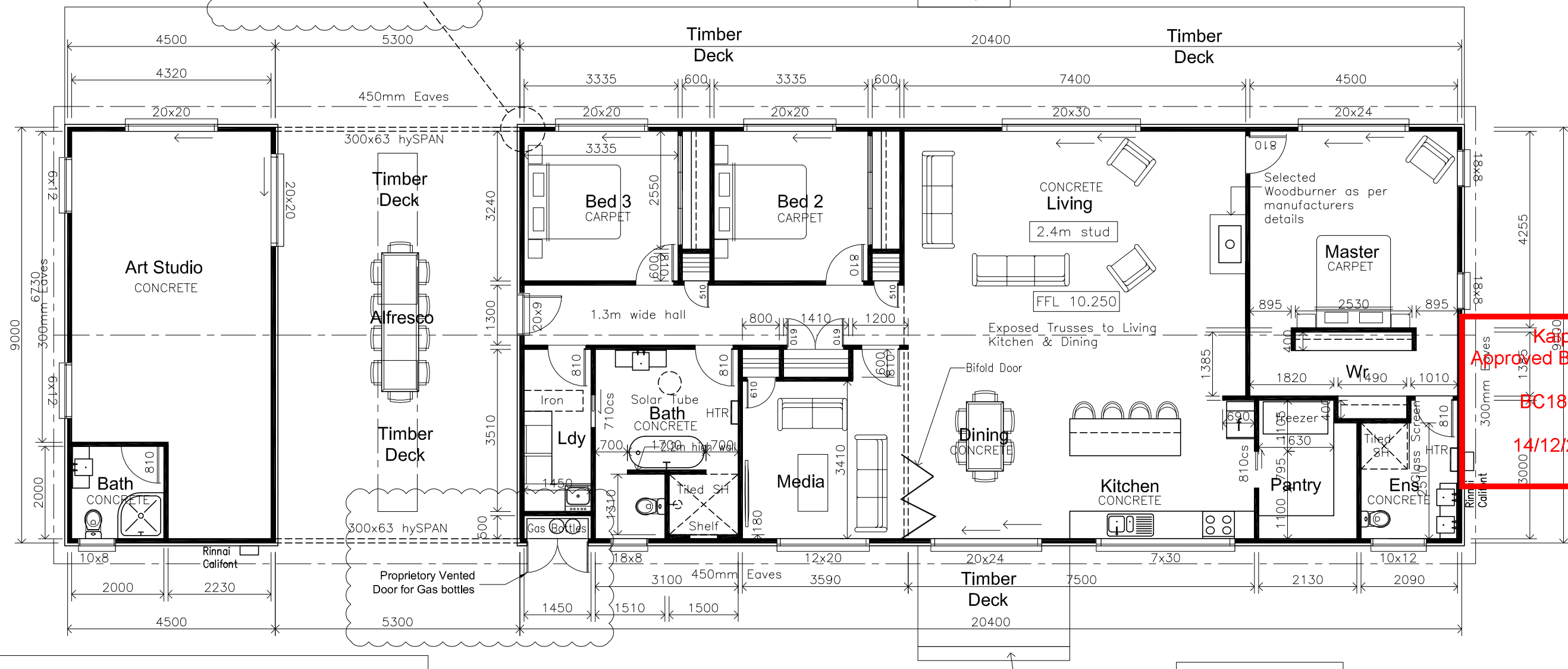
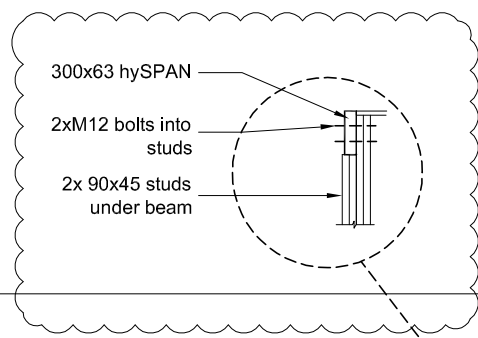
Kaipara District Council
Approved Building Consent Document

BC180645 - Pg 2 of 28

14/12/2018 bharris

Architectural Plans to be read in conjunction with other consultants documentation. Refer to Building Consent Specifications

These plans have been prepared with acute attention to all details. However they are not prepared as tender documents and should be used in conjunction with a project manager or experienced builder to cover errors, omissions and variations, if any. If any issues arise during manufacture or construction Hewson Architectural Design Limited should be contacted at the earliest stage possible to ensure amendments can be made.



AREAS:

FLOOR AREA HOUSE	=183m ²
FLOOR AREA STUDIO	=40m ²
TOTAL	=223m ²

- NOTES:**
- ALL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH WRITTEN SPECIFICATIONS, DETAILS AND ALL OTHER CONSULTANTS DRAWINGS, DETAILS, REPORTS AND DOCUMENTS.
 - ALL STUD HEIGHT 2.4m (UNLESS STATED OTHERWISE ON PLAN)
 - ALL SOFFIT AND GABLE OVERHANGS NOT DIMENSIONED TO BE 450mm FROM FRAMING.
 - R INSULATION VALUES ARE
 - FLOOR = 1.3
 - WALLS = 2.2
 - ROOF = 3.2
 - GLAZING = 0.26
 - ALL LEVELS TO BE CHECKED ON SITE PRIOR TO COMMENCING CONSTRUCTION.

Kapara District Council
 Approved Building Consent Document
 BC180645 - Pg 4 of 28
 14/12/2018

- TIMBER TREATMENTS:**
- ALL TIMBERS ARE SG8, UNLESS STATED OTHERWISE.
 - ALL TIMBERS ARE H1.2 TREATED AS PER TABLE 1A B2/AS1, EXCEPT:
 - DRAINAGE CAVITY BATTENS ARE H3.1.
 - FRAMING EXPOSED TO WEATHER OR ABOVE GROUND IS H3.2.
 - ANY POSTS OR PILES IN CONTACT WITH THE GROUND ARE H5.

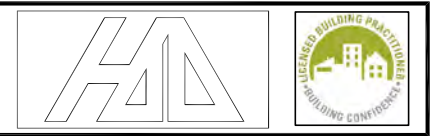
Exterior joinery sizes shown are box sizes & are preliminary only. Site measure and confirm all joinery sizes, report any changes to designer PRIOR to ordering joinery. No liability shall be held by designer for incorrect supply of joinery. All Exterior joinery head heights are 2.0m unless otherwise stated. All internal doors to be 2.0m height hollow core with architraves. Glazing in accordance with NZS 4223.3 & the 2016 amendments. Single glazing to all window and door joinery. Typical glazing clear float glass, Obscure float glass to bathrooms & toilets. Joinery manufacturer to confirm location of safety glass as required by standards.

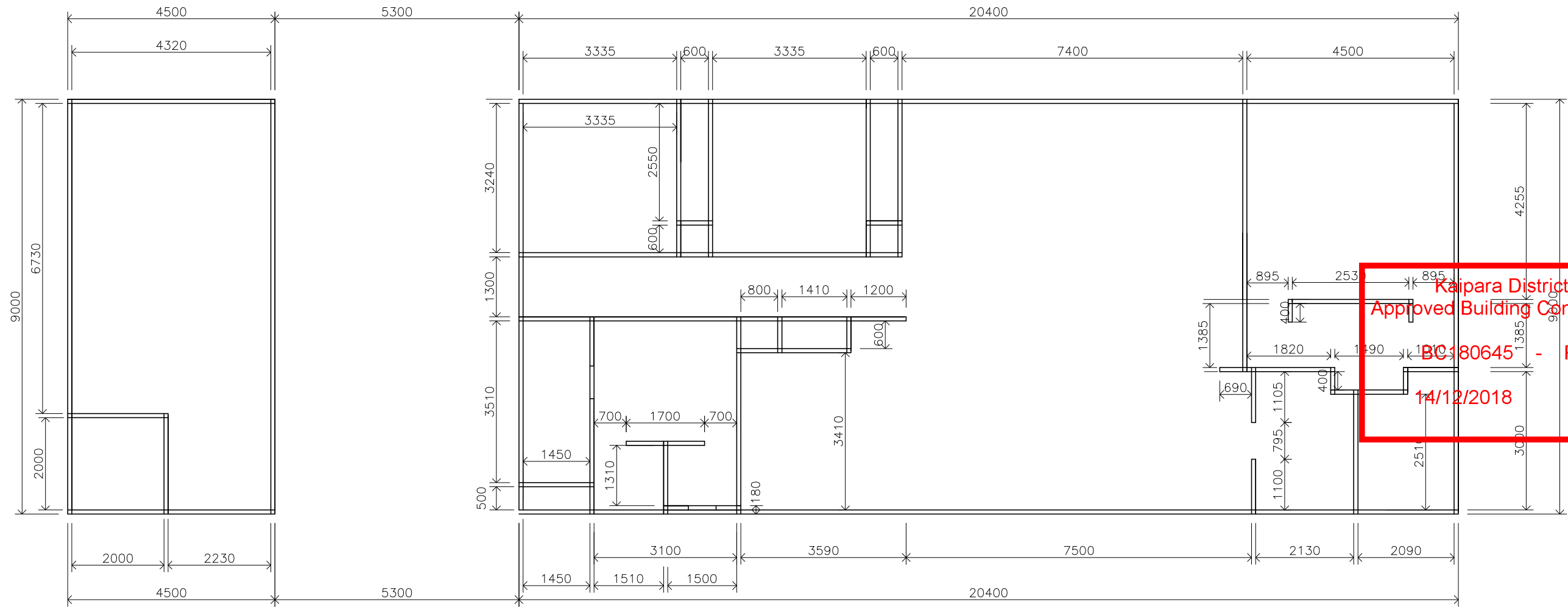
1 Floor Plan
 Areas: Dwelling 183m²
 Art Studio 40m²
 Alfresco 47m²

Timber step to comply with NZBC D1-non slip decking

Lintels and fixings on sheet 10

Issue: BC





Kaipara District Council
 Approved Building Consent Document
 BC 180645 - Pg 5 of 28
 14/12/2018 bharris

Issue: CONCEPT

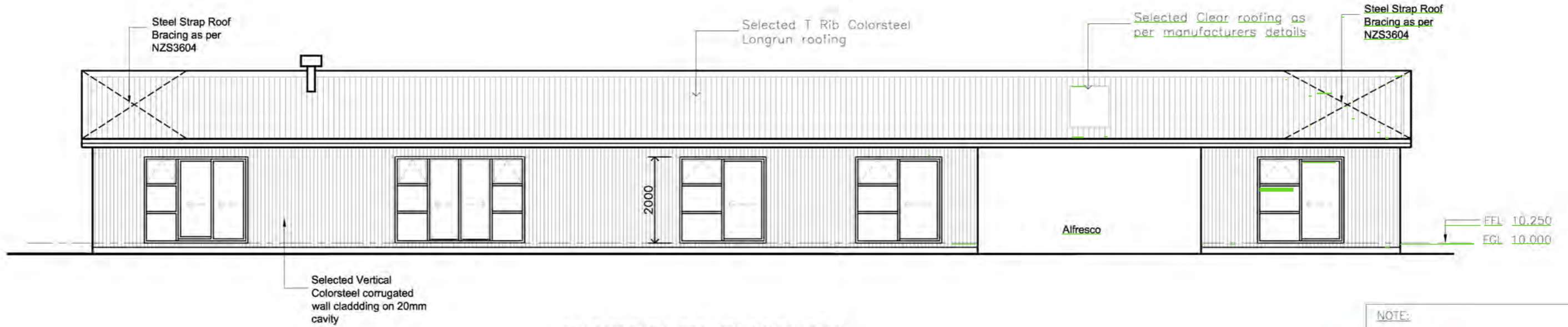
Hewson Architectural Design Ltd
 Email: hewsondesign@hotmail.com
 Phone: 021 1016667




Proposed:
 New Home Lot 6 DP499169
 33a Waiotahi Drive
 Tawhiri Gardens
 Mangowhai Heads

Drawing Name:
 Floor Plan Dimensioned

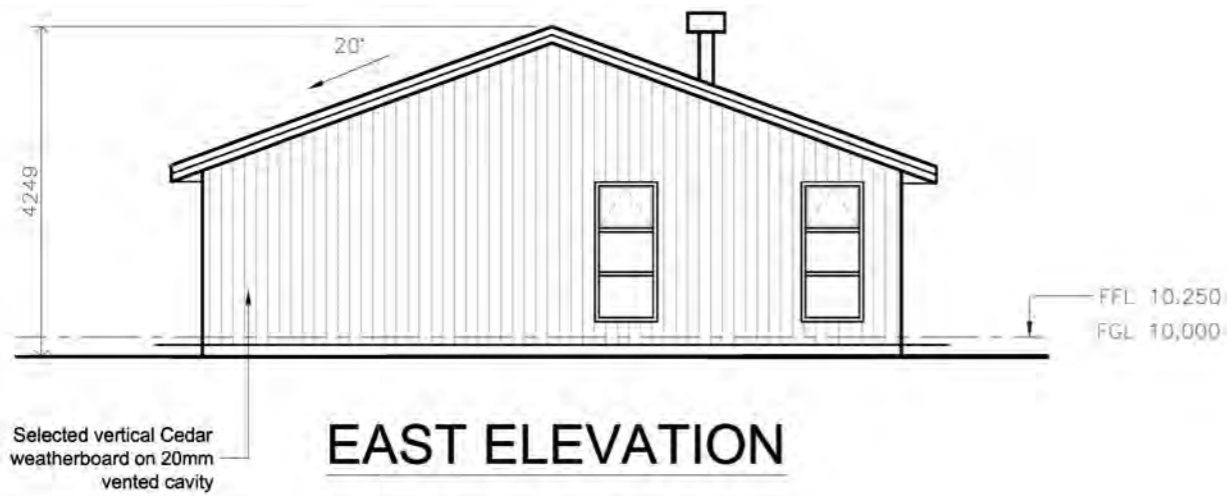
Amendments:	Date: Aug 2017 J17106	No: 3
	Scale: 1-100@A3	© COPYRIGHT



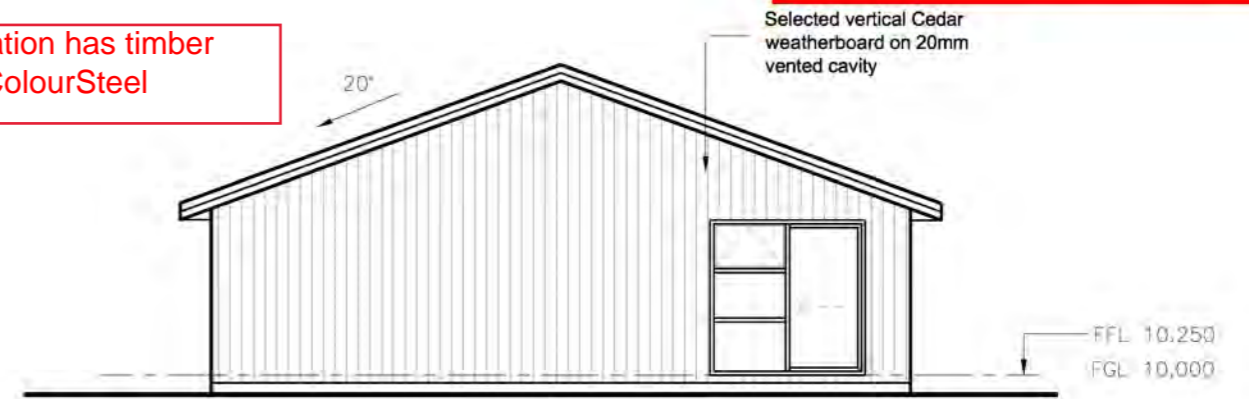
NORTH ELEVATION

NOTE:
 HOUSE TO BE BUILT AS PER NZBC
 R3.2 TO R3.10
 R2.2 WEATHER
 R0.26 DOUBLE GLAZING
 BC180645 NZBC Pg 6 of 28
 METHOD FOR CLIMATE ZONE 1 NZS
 4218:2009
 14/12/2018 bharris

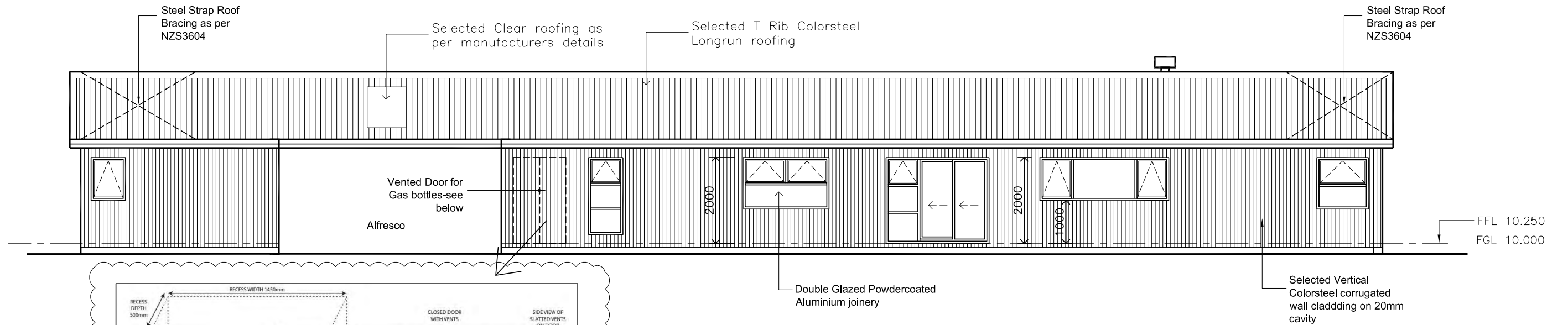
Alfresco Elevation has timber cladding not ColourSteel



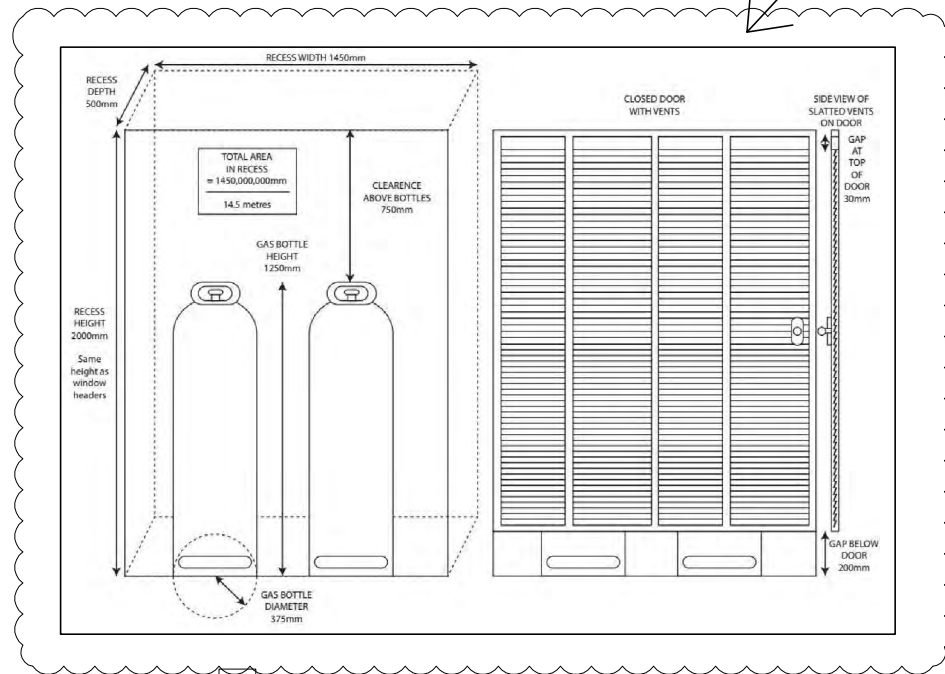
EAST ELEVATION



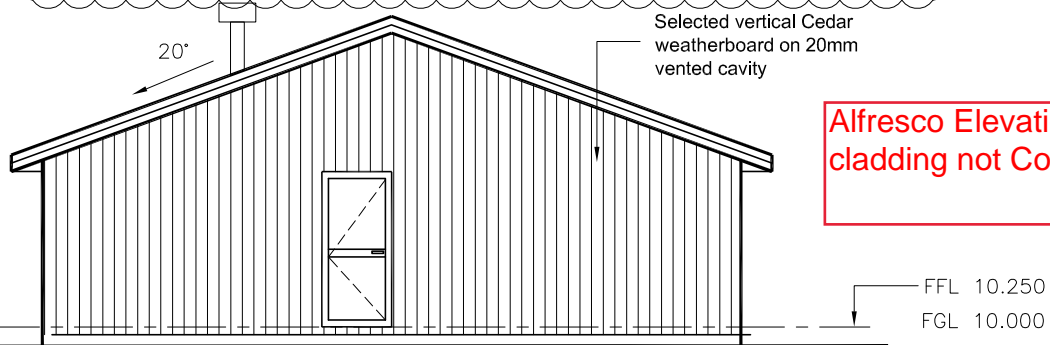
ALFRESCO ELEVATION



SOUTH ELEVATION

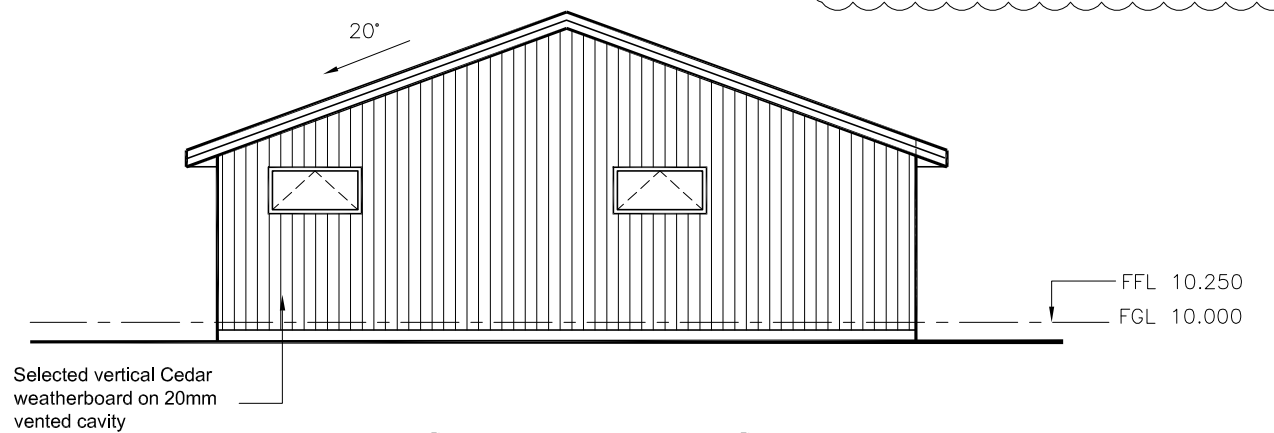


NOTE:
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 HOUSE IS INSULATED AS PER NZBC:H1
 R3.2 TO CEILING
 R2.0 WALLS
 R1.3 FLOOR
 R0.26 DOUBLE GLAZING
 COMPLIES WITH NZBC H1 SCHEDULE
 METHOD FOR CLIMATE ZONE 1 NZS
 4218:2009



ALFRESCO ELEVATION

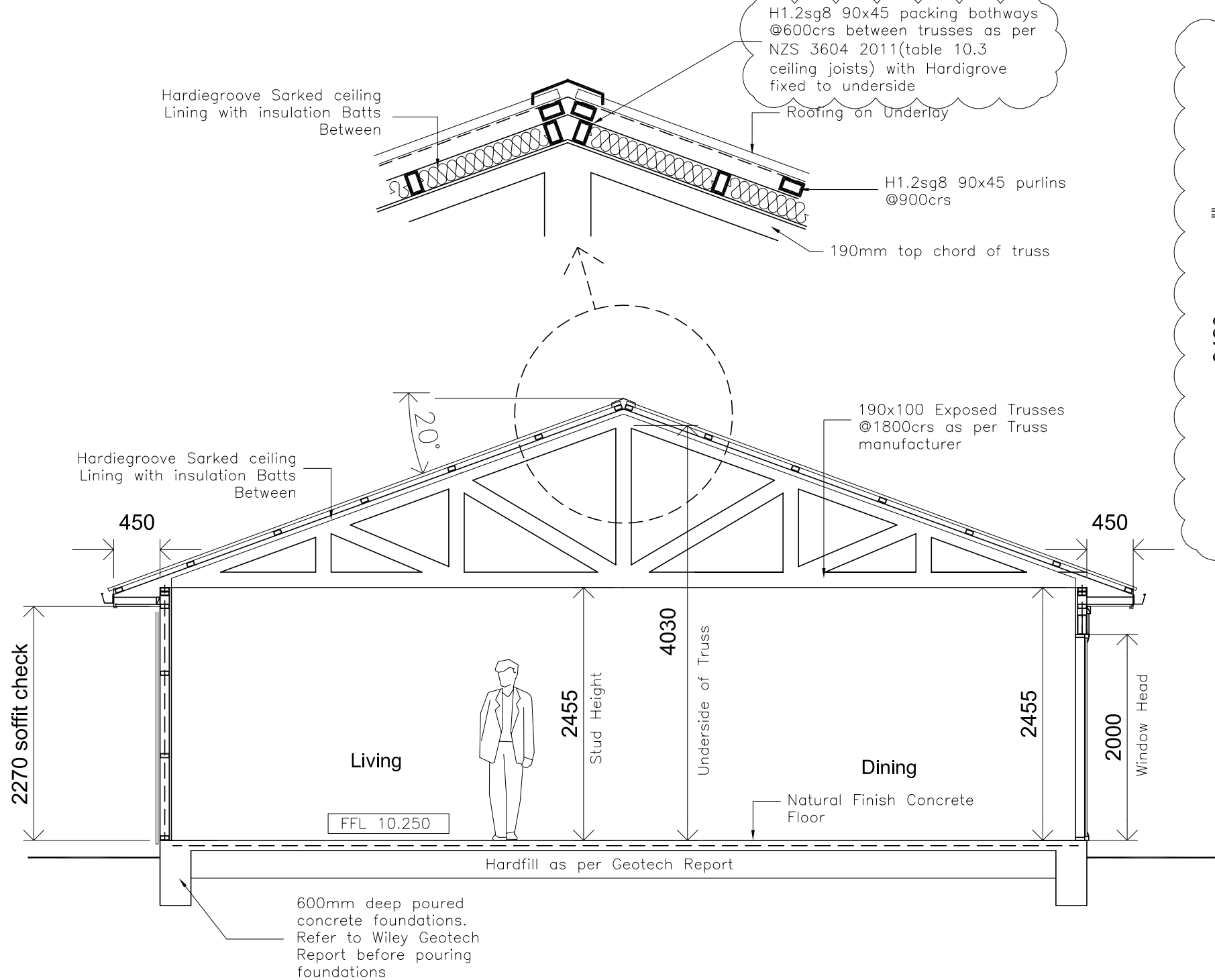
Alfresco Elevation has timber cladding not ColourSyeel.



WEST ELEVATION



BEFORE CONSTRUCTION BEGINS, BUILDER MUST CHECK ALL DIMENSIONS ARE CORRECT AND ALL CONSTRUCTION WORK COMPLIES WITH THE NZS 3604:2011 AND THE NEW ZEALAND BUILDING CODE, LOCAL BODY BYLAWS AND RELEVANT NEW ZEALAND STANDARDS.

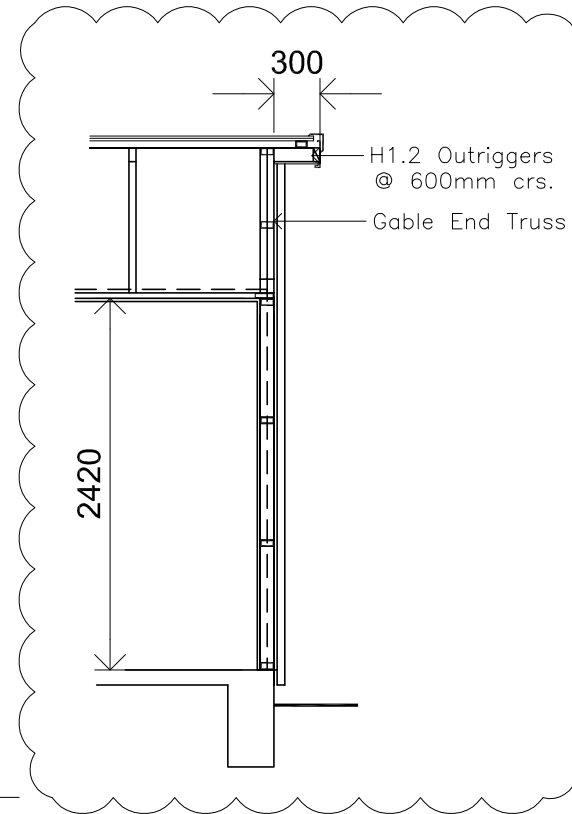


CROSS SECTION 1

CORROSION ZONE C

Min 20Mpa CONCRETE STRENGTH

ALL WALL FRAMING TO BE SG8 90x45mm H1.2 TREATED @ 600mm MAX. CRS AS PER NZS 3603:1993 AND NZS 3604:2011, UNLESS STATED OTHERWISE.

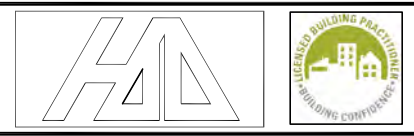


- ROOF**
- 0.4mm BMT T- RIB COLORSTEEL ENDURA ROOFING ON FASTWRAP HEAVY WEIGHT SELF SUPPORTING BREATHER TYPE BUILDING UNDERLAY (OR SIMILAR) AS PER NZS 2295:2006 OVER ON 90x45 PURLINS @ 900mm CRS (SG8), FIX TO TRUSSES WITH 2/90x3.15 POWER DRIVEN MAIN ROOF AREA, 2/100x3.75 SKEWED NAILS & 1 WIREDOG @ PERIPHERY AREA'S (0.2xWIDTH). SEE TABLE 10.9 & 10.10, FIGURE 10.17 IN NZS 3604.
 - LIVING AREA EXPOSED TRUSSES WITH HARDIEGROOVE CEILING LINING AS PER OWNERS REQUIREMENTS
 - H1.2 TIMBER TRUSSES @ 900mm CRS AND OTHER ROOF FRAMING SG8 AS PER NZS 3603:1993. TRUSSES, FIXINGS TO TOP PLATE, GIRDER TRUSS LITEL SIZES AND ROOF LAYOUT AS PER APPROVED TRUSS MANUFACTURER'S DESIGN.
 - H1.2 LITELS SG8 TO BE CHECKED BY PRECUT SPECIALIST TO COMPLY WITH NZS 3604:2011. PLEASE REFER TO ROOF LAYOUT AS PER APPROVED MANUFACTURER'S DESIGN.
 - PRE-FINISHED COLORSTEEL 1/2 ROUND GUTTER (OR SIMILAR) SYSTEM COMPLETE WITH BRACKETS @ 900mm CRS ON METAL FASCIA AND BARGE BOARD AS PER NZS 3617:1979.
 - 80# COLORSTEEL (OR SIMILAR) DOWNPIPES COMPLETE WITH BRACKETS AS PER MANUFACTURER'S MANUAL.
 - 4.5mm HARDIFLEX SOFFIT AS PER JAMES HARDIE EAVES LINING MANUAL IN PVC JOINTERS AND PAINT FINISH ON 75x40mm SPROCKETS AND SOFFIT RUNNER.
 - 75x40mm (SG8) CEILING BATTENS @ 400mm CRS AS PER NZS 3604:2011, FIX WITH 2/75x3.06 POWER DRIVEN NAILS, WITH 100x40 ADDITIONAL TOP PLATE OVER WALLS.
 - 135mm BATT INSULATION TO A MIN. OF R3.2 TO CEILING SPACE AS PER H1 COMPLIANCE REPORT.
- WALLS**
- ALL FRAMING TO BE SG8 90x45mm H1.2 TREATED @ 600mm MAX. CRS AS PER NZS 3603:1993 AND NZS 3604:2011, UNLESS STATED OTHERWISE.
 - 90mm BATT INSULATION TO A MIN. OF R2.2 TO EXTERIOR WALLS AS PER H1 COMPLIANCE REPORT. GARAGE IS NOT REQUIRED PROVIDED THE INTERMEDIATE WALL BETWEEN GARAGE AND HOUSE IS INSULATED TO THE MIN. H1 REQUIREMENTS, UNLESS REQUESTED BY OWNER.
- LININGS AND FINISHES**
- CEILINGS(EXCLUDING LIVING AREA) ARE 10mm STANDARD GIB PLASTERBOARD, LEVEL 4 STOPPED AND 3 COAT PAINT FINISH.
 - WALLS (EXCLUDING LIVING AREA) ARE 10mm STANDARD GIB PLASTERBOARD, LEVEL 4 STOPPED AND FINISH AS PER OWNERS REQUIREMENTS.
 - SELECTED GIB PLASTERBOARD SCOTIA OR SQUARE SKIRTING WITH OWNER'S CHOICE OF FINISH AS PER OWNERS REQUIREMENTS.
 - SELECTED TIMBER SKIRTING AS PER OWNERS REQUIREMENTS.
 - SELECTED TIMBER ARCHITRAVES TO PERFORMER'S INTERNAL DOORS AS/OR PER OWNERS REQUIREMENTS.
- WALL CLADDING**
- CAVITY ON BRANZ APPROVED FASTWRAP BUILDING WRAP (OR SIMILAR) AS PER NZS 2295:2006 ON KILN DRIED TREATED TIMBER FRAMING.
 - SELECTED VERTICAL TIMBER WEATHERBOARD CLADDING ON 20mm ON BRANZ APPROVED FASTWRAP BUILDING WRAP (OR SIMILAR) AS PER NZS 2295:2006 ON KILN DRIED 90x45 H1.2 TREATED TIMBER FRAMING @600 CRS AS PER NZS 3604.
- JOINERY**
- ALL JOINERY TO BE RESIDENTIAL GRADE POWDER COATED ALUMINIUM JOINERY AND HEAD FLASHINGS WITH APPROVED SEALANT AS PER NZS 4211:1985 AND AS PER MANUFACTURER'S DOOR AND WINDOW SCHEDULE.
 - ALL GLAZING TO ACHIEVE A MIN. OF R0.26 (DOUBLE), AS PER H1 COMPLIANCE REPORT, EXCEPT IN GARAGE PROVIDED THE INTERMEDIATE WALL/CEILING BETWEEN GARAGE AND HOUSE IS INSULATED TO THE MIN. CLAUSE H1 REQUIREMENTS
 - SAFETY GLAZING TO ALL BATHROOMS AS PER NZS4223 PART 3 AND AS PER MANUFACTURER'S DOOR AND WINDOW SCHEDULE.
 - VELUX SKYLIGHTS(SEE FLOOR PLAN) IN LIVING AREA AS PER MANUFACTURERS DETAILS
- CONCRETE**
- 20mPa 600MM DEEP POURED CONCRETE FOUNDATION. REFER TO GEOTECH REPORT
 - CHECK ALL GROUND LEVELS AND MIN. FLOOR HEIGHT ON SITE PRIOR TO COMMENCING CONSTRUCTION.
- DECKING**
- TIMBER DECKING SHOWN ON FLOOR PLAN-90x25 T&G PINE

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Issue: BC

Hewson Architectural Design Ltd
Email: hewsondesign@hotmail.com
Phone: 021 1016667



Proposed: New Home Lot 6 DP499169
33a Waitohi Drive
Tawhiri Gardens
Mangawhai Heads

Drawing Name: Section

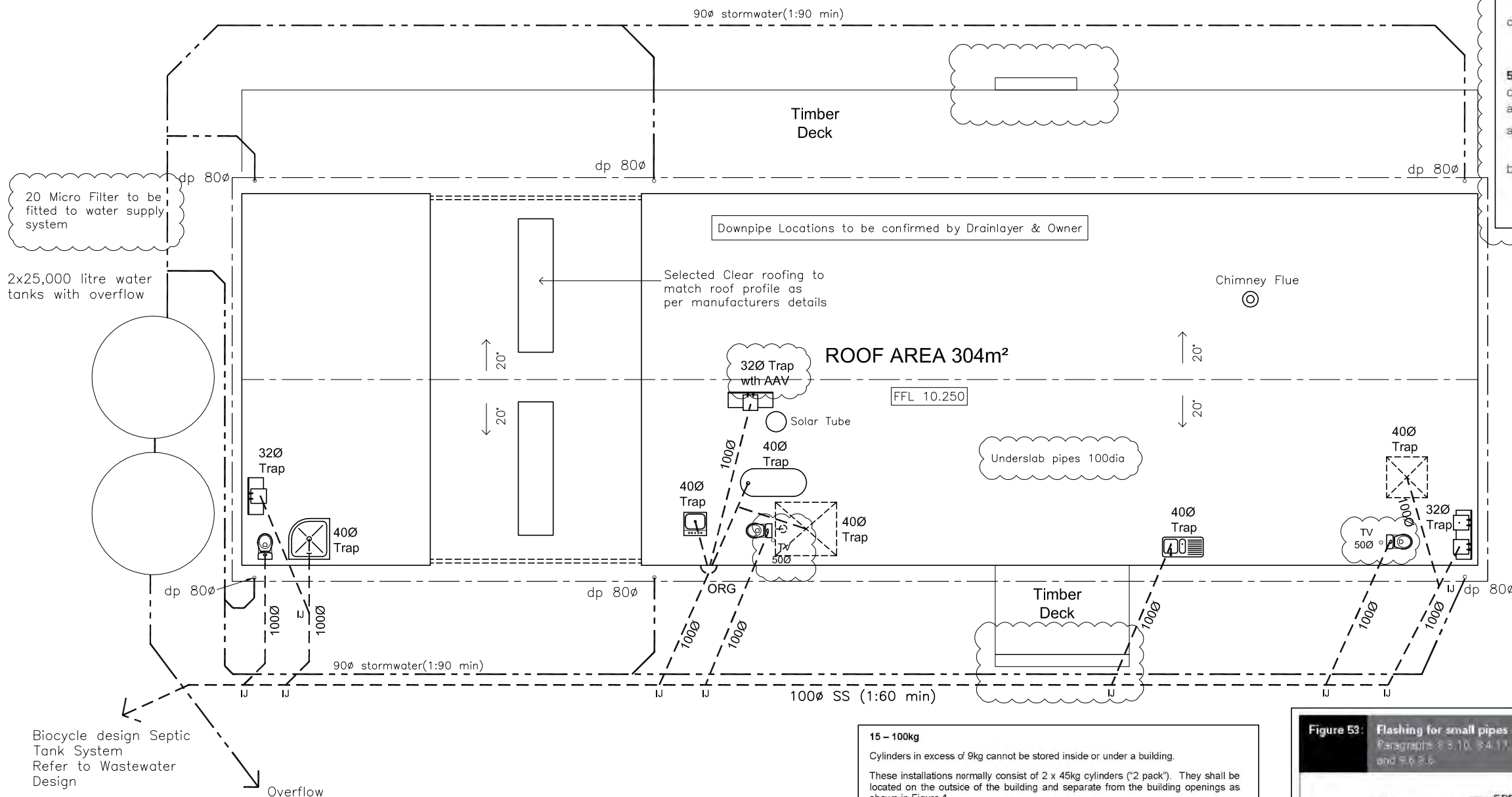
Amendments: 13th Nov 2018 Rev a RFI
Date: Aug 2017 J17106
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Drainage Plan to be read in conjunction with Wastewater & Stormwater Reports

Plumbing & Drainage to comply with AS/NZS:3500.2.2

5.8 Additional requirements for drains installed under buildings
5.8.1 Drains installed under buildings shall be:
 a) Straight and of even gradient,
 b) Separated from the building foundation by at least 25 mm, and
 c) When passing through concrete, sleeved or wrapped in a durable and flexible material to allow for expansion and contraction.
5.8.2 Drains passing beneath buildings with a concrete slab on the ground floor shall have in addition to Paragraph 5.8.1:
 a) 50 mm clearance from the top of the pipe to the underside of the slab, and
 b) Junctions beneath the building joining at an angle of not more than 45° (see Figure 13).

NOTE:
 - ALL LEVELS TO BE CHECKED ON SITE PRIOR TO COMMENCING CONSTRUCTION
 - ALL PLUMBING TO COMPLY WITH AS/NZS3500 AND TO HAVE INTERNAL GRADIENTS OF:
 1:40 FOR UP TO 80Ø
 1:60 FOR OVER 80Ø
 - CHECK POSITION OF DWELLING WITH OWNER PRIOR TO COMMENCING CONSTRUCTION
 - CHECK POSITION OF WASTEWATER AND STORMWATER PRIOR TO COMMENCING CONSTRUCTION AND CHECK ALL PIPE DIAMETERS, GRADIENTS, ETC. ON SITE TO ENSURE ACCEPTABLE FALLS
 - LOW FLOW WATER FIXTURES ARE TO BE INCORPORATED:
 - SHOWERS USING NOT MORE THAN NINE LITRES OF WATER PER MINUTE
 - TAP EQUIPMENT USING NOT MORE THAN NINE LITRES OF WATER PER MINUTE
 - TOILETS USING NOT MORE THAN FOUR LITRES ON AVERAGE PER FLUSH



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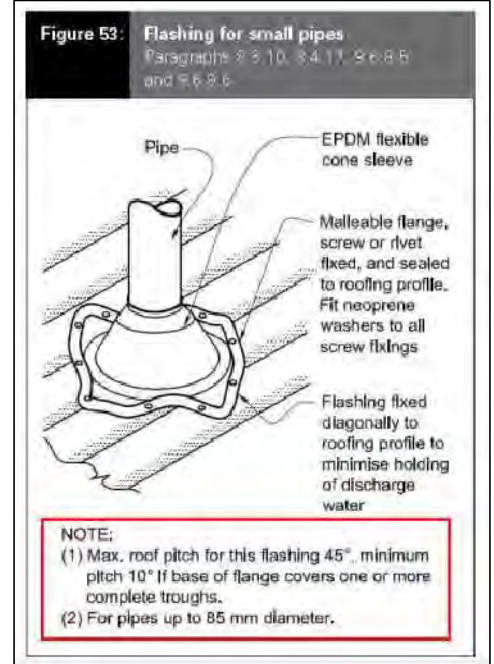
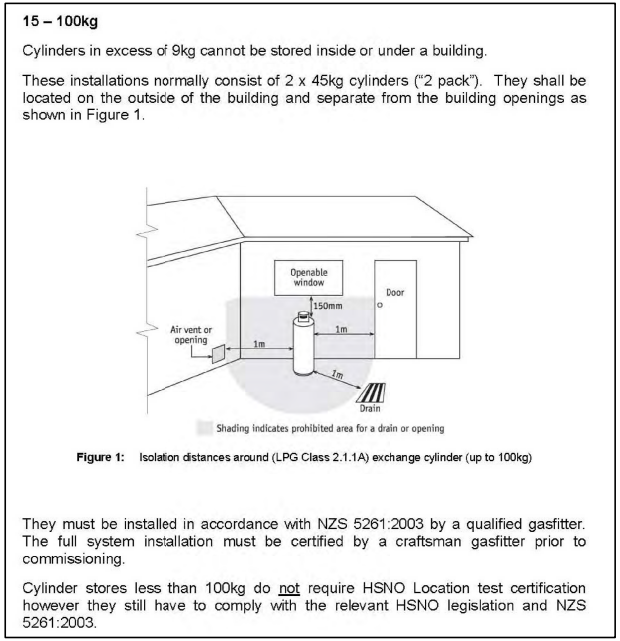
Plumbing & drainage to comply to AS/NZS:3500.2.2 and to be carried out by NZ qualified plumbing tradespersons. Confirm positions of available services, cabling etc on site prior to any excavation. All waste pipes to be PVC. All pipe sizes, gradients, venting & discharges to be verified by suitably qualified tradesperson

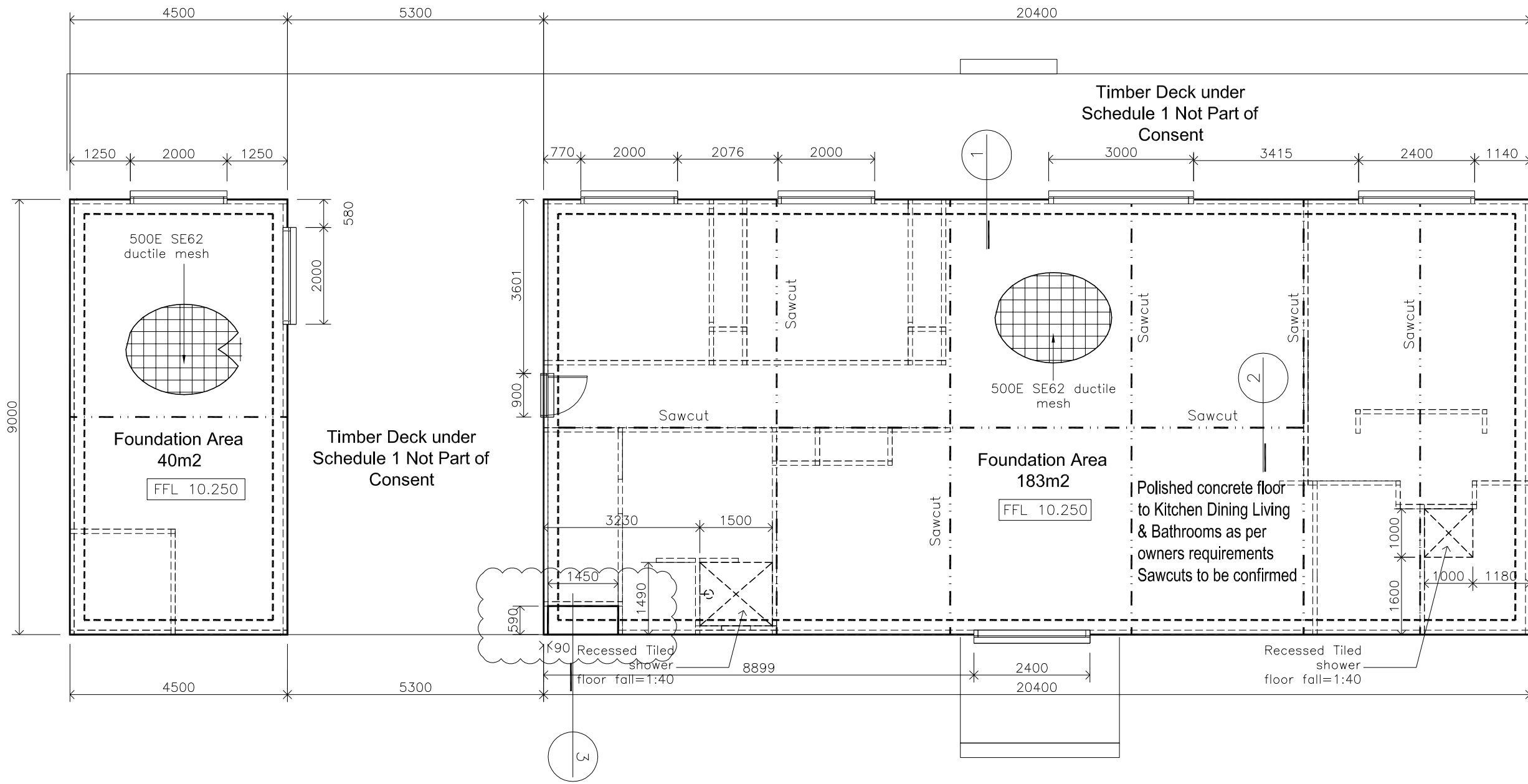
Water Supply: Polybutylene water supply pipes. Hot water supply pipes shall be thermally insulated to comply with H1/AS1 5.0. Pipes exposed to freezing to be lagged with closed cell foam. This includes areas in uninsulated spaces such as the garage. In extreme environments it is recommended to install a heat trace system or the like to minimise risk of pipe failure.

Stormwater junctions greater than 45° to have rodding access points

Table 5: Downpipe Sizes for Given Roof Pitch and Area
Paragraph 4.2.1

Downpipe size (mm) (minimum internal sizes)	Roof pitch			
	0-25°	25-35°	35-45°	45-55°
Plan area of roof served by the downpipe (m²)				
63 mm diameter	60	50	40	35
74 mm diameter	85	70	60	50
100 mm diameter	155	130	110	90
150 mm diameter	350	290	250	200
65 x 50 rectangular	60	50	40	35
100 x 50 rectangular	100	80	70	60
75 x 75 rectangular	110	90	80	65
100 x 75 rectangular	150	120	105	90





CORROSION ZONE C

Min 20Mpa CONCRETE STRENGTH

NOTE:
 ALL LEVELS TO BE CHECKED ON SITE PRIOR TO COMMENCING CONSTRUCTION
 - FGL IS FINISHED GROUND LEVEL AFTER THE REMOVAL OF ANY EXISTING TOP SOIL
 - INTERNAL SLAB THICKENING IF REQUIRED AS PER APPROVED TRUSS MANUFACTURERS DESIGN
 - MINIMUM COVER FOR REINFORCING:
 AGAINST GROUND 75mm
 AGAINST FORMWORK 50mm
 TOP COVER TO MESH 30mm
 - PROVIDE FOR FLEXIBLE DUCTS IN SLAB TO PROVIDE UNDERGROUND ENTRY FOR ALL SERVICES.

SAWCUTS
 - SAWCUTS @ 6m CENTRES AS PER NZS3604:2011

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Refer to Wiley Geotechnical Report

The soil underlying the reaches "good ground" at 0.6 m as defined in NZS 3604 (2011) based on the Scala results as the requirement is 5 blows per 100 mm with a Scala Penetrometer. The shear vane readings also indicate a suitable bearing capacity is available for the proposed house.
 Concrete Foundation

We recommend that a minimum 300 mm layer of compacted hard fill is placed prior to applying blinding sand for any reinforced concrete slab and foundation elements have a minimum embedment depth of 0.6 m. We recommend a minimum 300 mm layer of compacted hard fill is placed for a waffle slab (i.e Rib-Raft). All topsoil and organic material must be removed before foundation construction commences. GAP40/GAP65 Hard fill to be supervised by an Engineer

CROSS REFERENCE FOUNDATION PLAN WITH FLOOR DIMENSION PLAN TO SETOUT & CHECK

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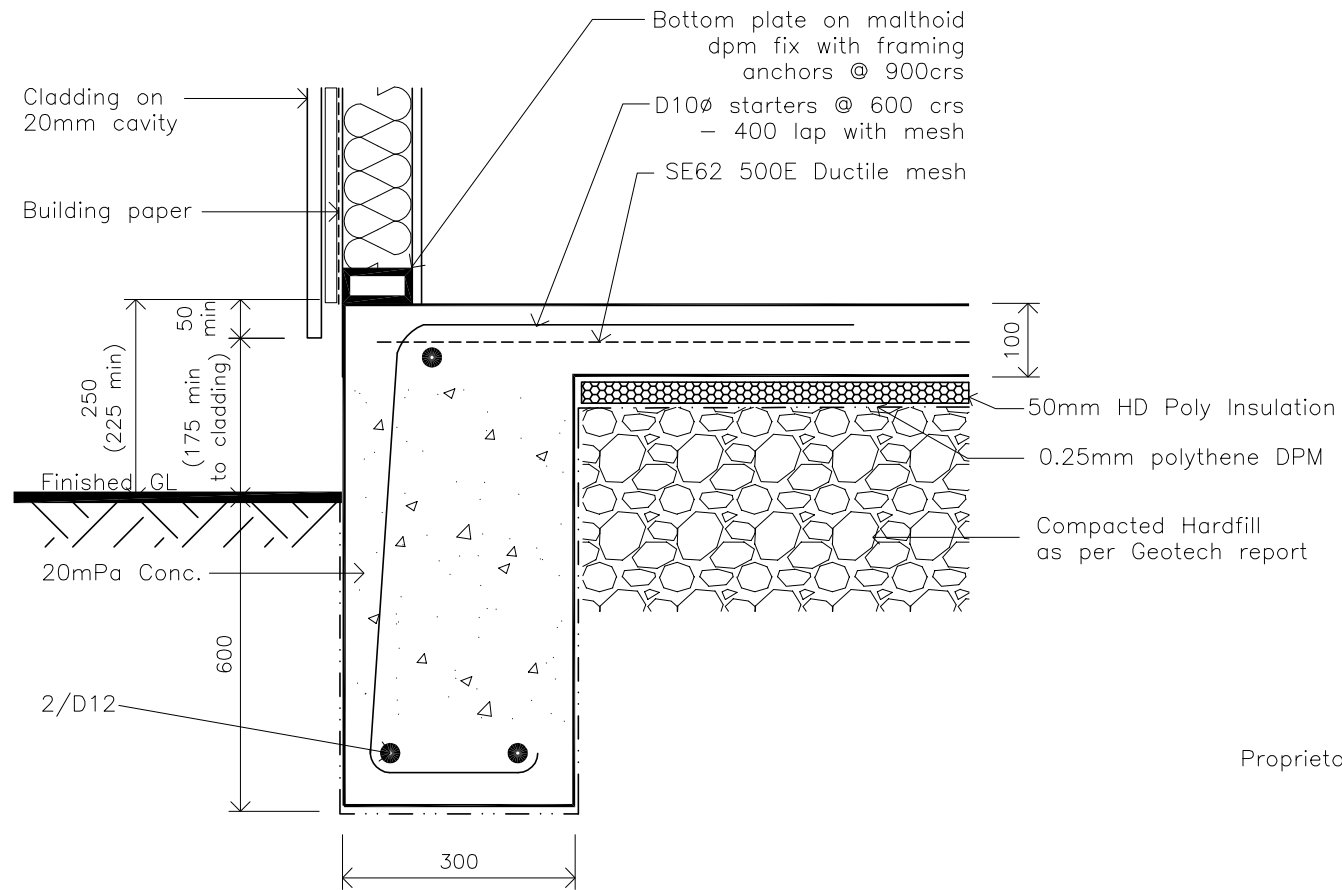
Hewson Architectural Design Ltd
 Email: hewsondesign@hotmail.com
 Phone: 021 1016667




Proposed: New Home Lot 6 DP499169
 33a Waiotahi Drive
 Tawhiri Gardens
 Mangawhai Heads

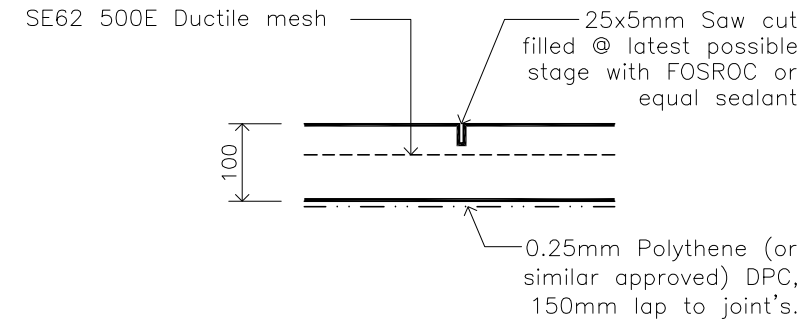
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Amendments: 1st Dec 2018 Rev b RFI	Date: Aug 2017 J17106	No: 8b
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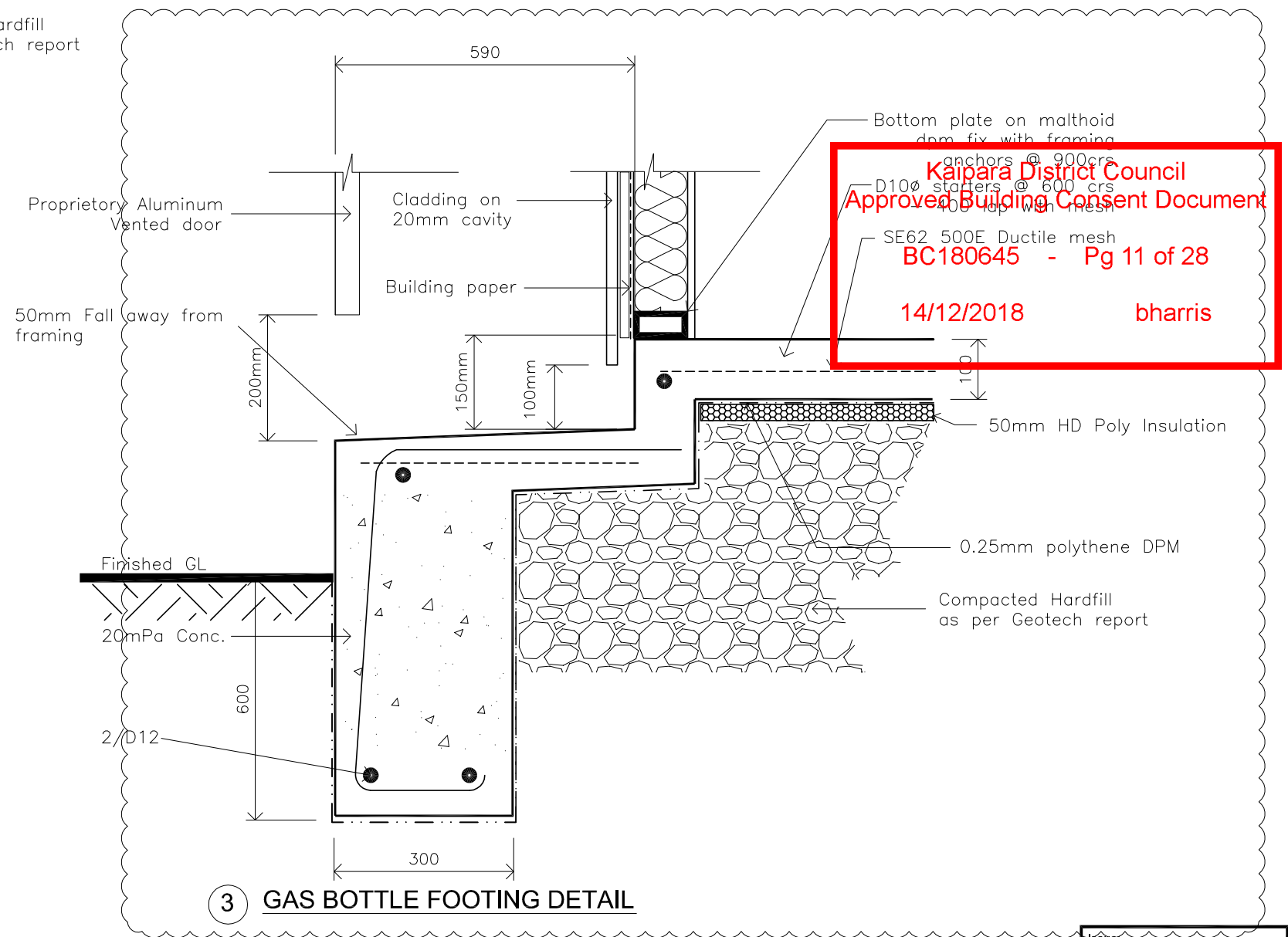


1 PERIMETER FOOTING DETAIL

REFER TO GEOTECH REPORT BEFORE POURING CONCRETE



2 SAWCUT DETAIL



3 GAS BOTTLE FOOTING DETAIL

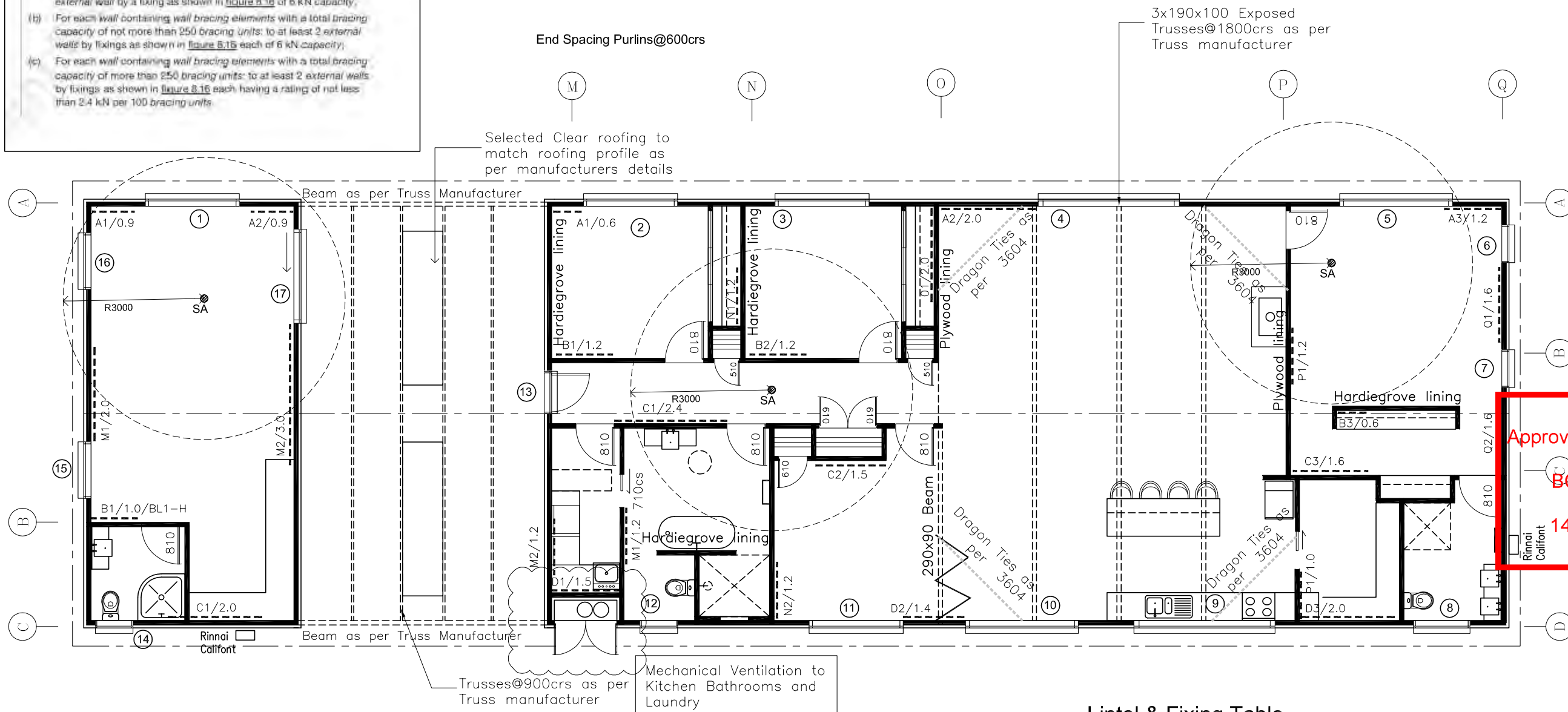
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Issue: BC

B.7.3.4
Each wall that contains one or more wall bracing elements shall be connected at the top plate level, either directly, or through a framing member in the line of the wall, to external walls at right angles to it. Top plate fixing(s) of the capacity in tension or compression along the line of the wall bracing element are given as follows:

- (a) For each wall containing wall bracing elements with a total bracing capacity of not more than 125 bracing units: to at least one such external wall by a fixing as shown in figure 8.16 of 6 kN capacity;
- (b) For each wall containing wall bracing elements with a total bracing capacity of not more than 250 bracing units: to at least 2 external walls by fixings as shown in figure 8.16 each of 6 kN capacity;
- (c) For each wall containing wall bracing elements with a total bracing capacity of more than 250 bracing units: to at least 2 external walls by fixings as shown in figure 8.16 each having a rating of not less than 2.4 kN per 100 bracing units.

Refer to Gib EZbrace Calculations and NZ S3604:2011
All Braces GS1-Ns unless otherwise stated



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SMOKE ALARM
Type 1 domestic smoke alarm located within 3m of every sleeping space door and all escape routes on all levels within the household unit.

Electrical Layout to be confirmed by Owner & Contractor on Site

LIGHTING
Downlights: Contractor to ensure all materials are thermally compatible. All downlights shall comply with AS/NZS60598.2.2 Amendment A and be either CA or IC rated. Check luminaire manufacturer instructions.
All access routes shall have adequate artificial light which when activated in the absence of sufficient natural light, shall enable safe movement. Supply lighting with the equivalent wattage of 15W/m² of floor area. This should provide the minimum illuminance of 20 lux at floor level. For alternative recommendations refer NZBC: G8/AS1 table 1.

Lintel & Fixing Table

1	290x90 fixing type H	10	240x90 fixing type G
2	190x90 fixing type G	11	190x90 fixing type G
3	190x90 fixing type G	12	90x90 fixing type F
4	290x90 fixing type H	13	90x90 fixing type F
5	240x90 fixing type G	14	90x90 fixing type F
6	90x90 fixing type F	15	140x90 fixing type F
7	90x90 fixing type F	16	140x90 fixing type F
8	140x90 fixing type G	17	140x90 fixing type G
9	290x90 fixing type H		

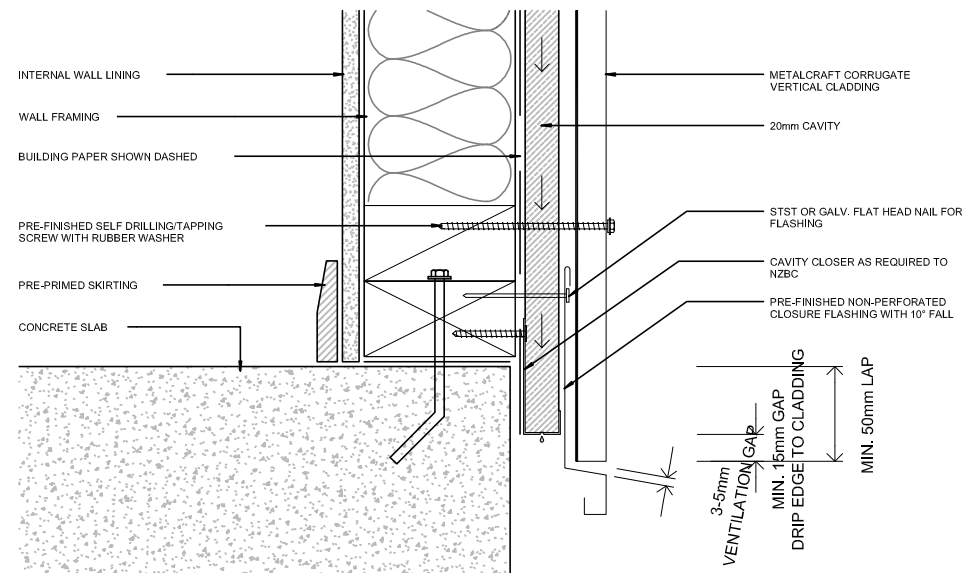
NOTE:
Allow wiring and plumbing for:
- Dishwasher - Wastewater
- Oven/Hob - Door Chime
- Microwave - 2 x Expelair
- Rangehood - Door Opener

Check electrical layout with owner prior to commencing work.

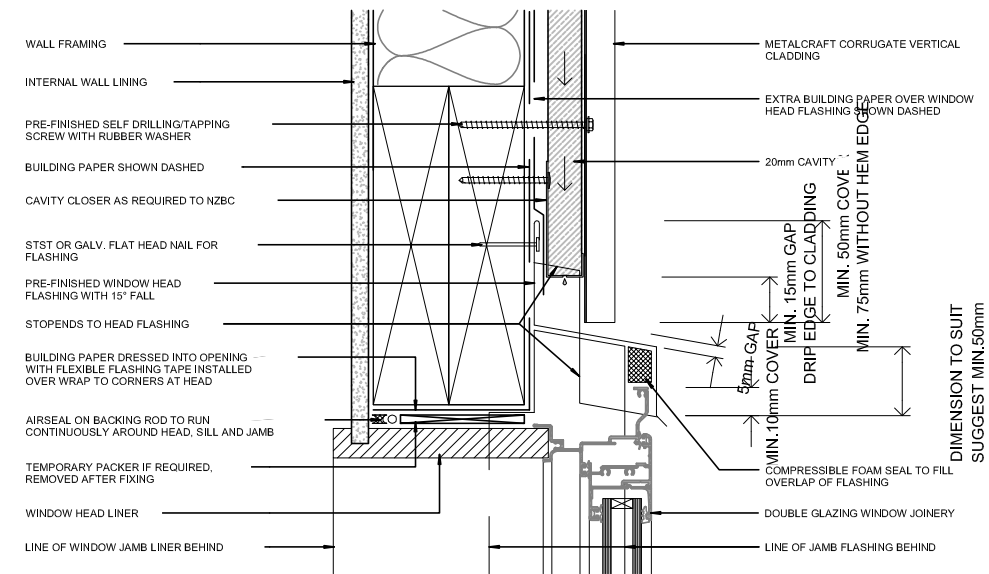
KEY:
Bracing:
No. $\frac{a1/6S1a}{2/4}$ Length
Type
Electrical:

- ▲ = Wall light
- ⊕ = Security light
- ⊙ = CA & Closed Downlight
- ⊕ = Light
- ⊖ = Socket
- ⊙ = Switch
- = Halogen light
- ⊕ = Telephone
- ⊕ = Television
- ⊕ = 2 in 1
- ⊕ = Expelair fan
- SA = Smoke Alarm
- HTR = Heated towelrail





Conc slab detail

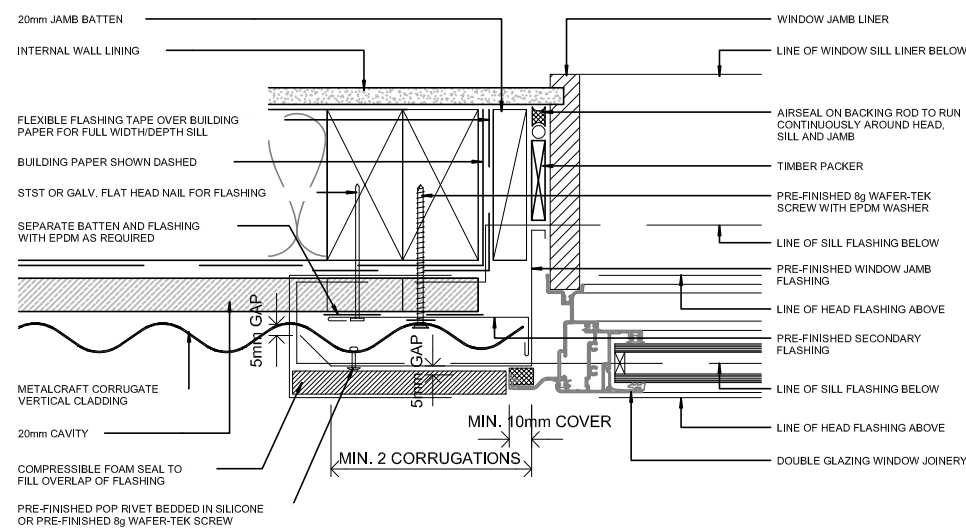


Window Head

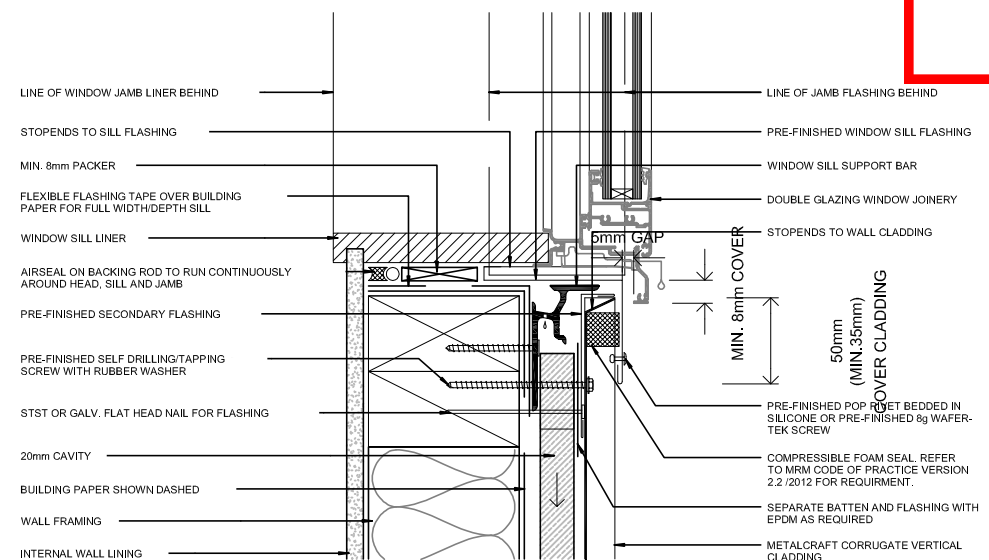
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Window Jamb



Window Sill

Issue: BC

Hewson Architectural Design Ltd

Email: hewsondesign@hotmail.com
Phone: 021 1016667



Proposed: New Home Lot 6 DP499169
33a Waitohi Drive
Tawhiri Gardens
Mangawhai Heads

Drawing Name:
DETAILS

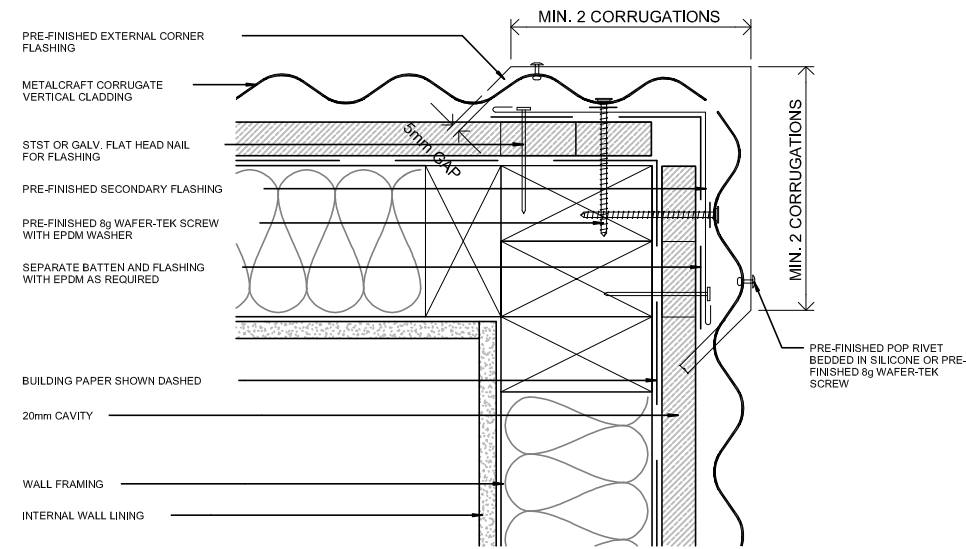
Amendments:

Date: Aug 2017
J17106

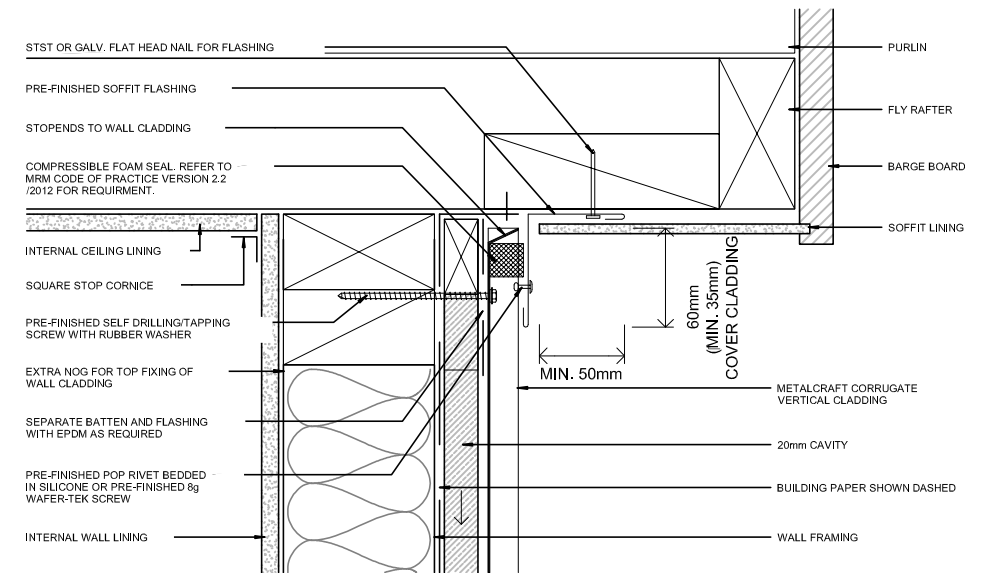
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External Corner

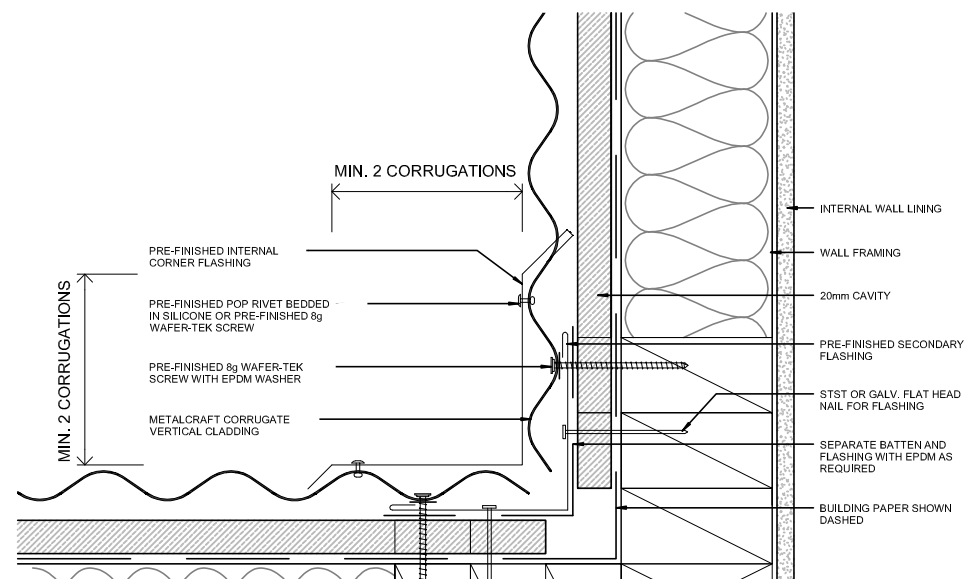


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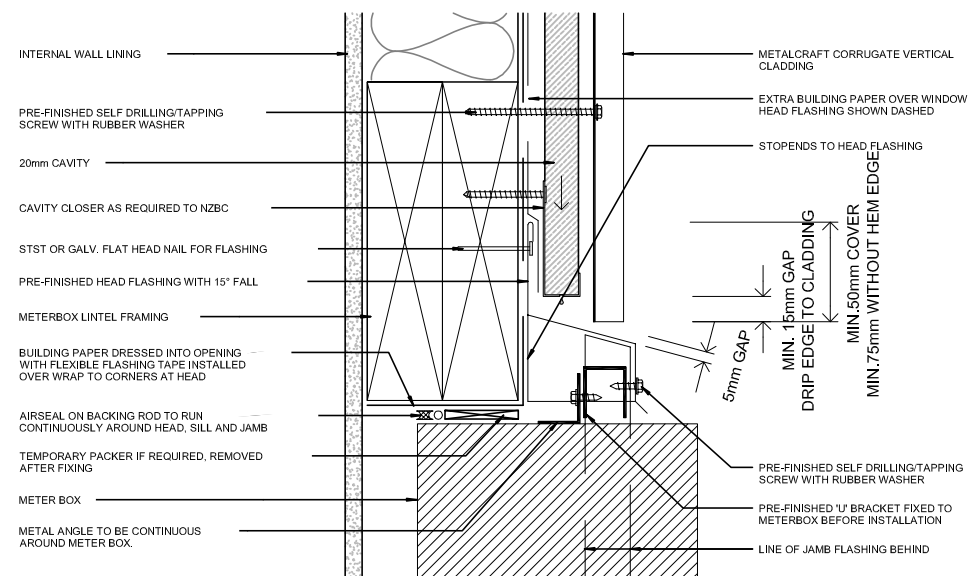


Internal Corner

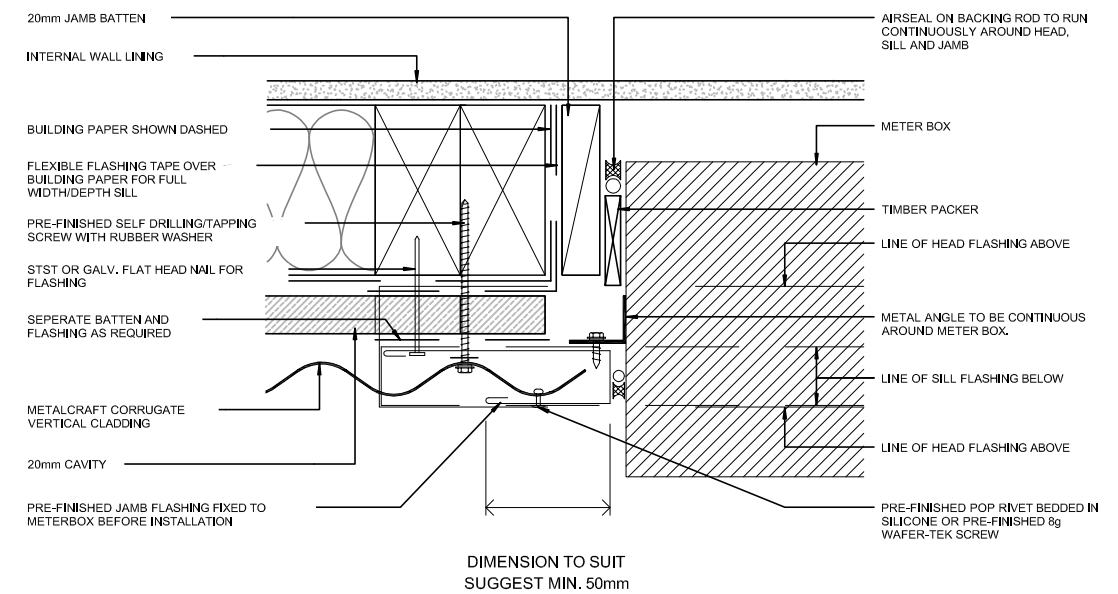


Proposed: New Home Lot 6 DP499169 33a Waiotahi Drive Tawhiri Gardens Mangawhai Heads		Drawing Name: DETAILS	Amendments:	Date: Aug 2017 J17106	No: D2
				Scale: NTS	© COPYRIGHT

Issue: BC



Meterbox Head

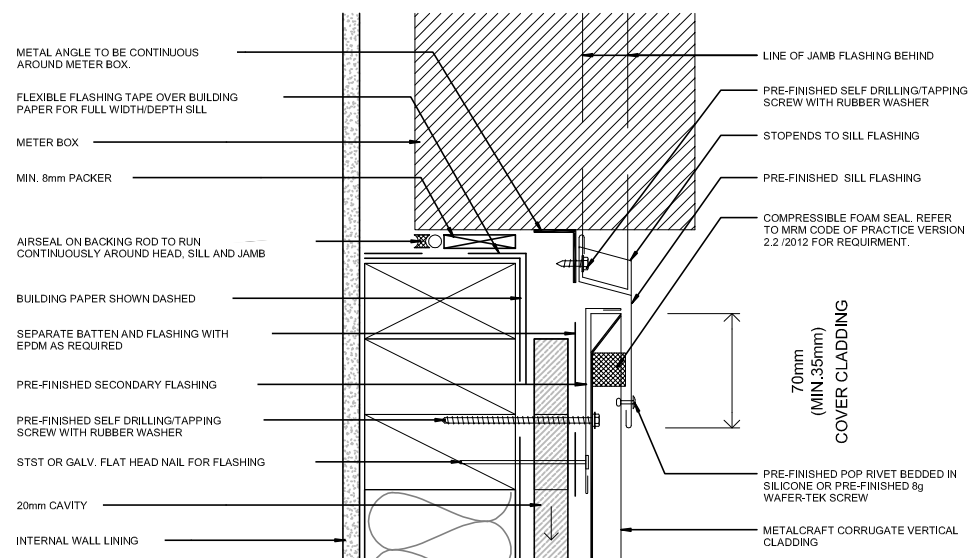


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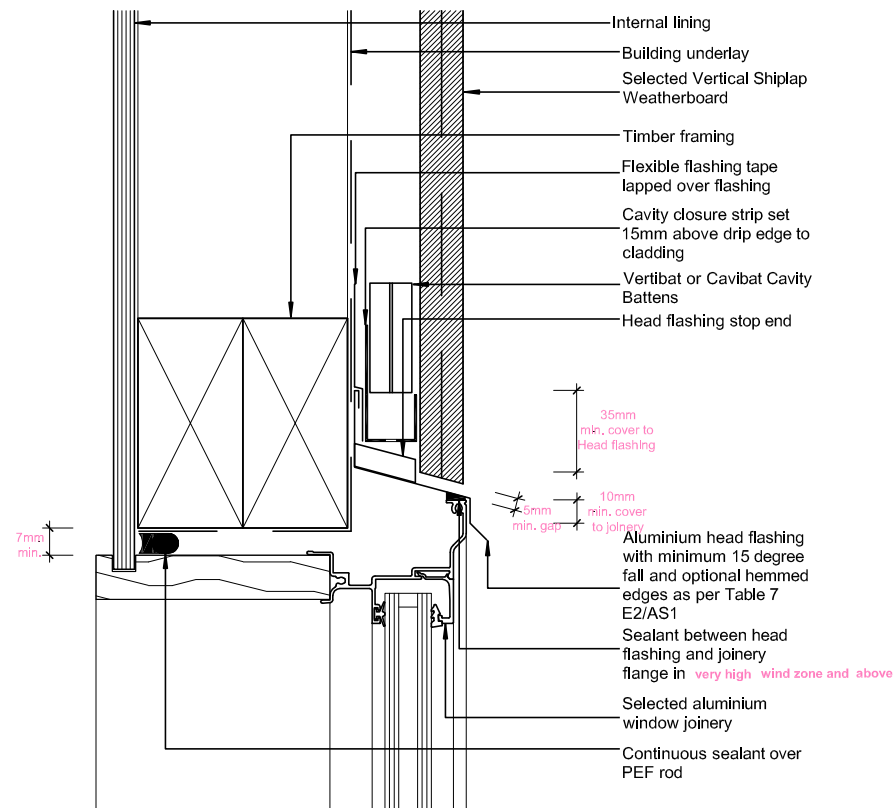
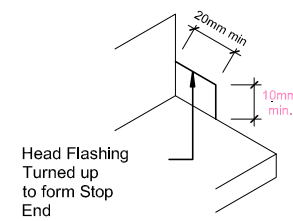
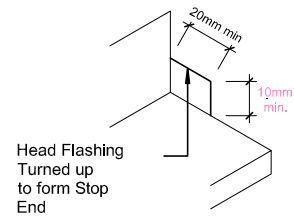
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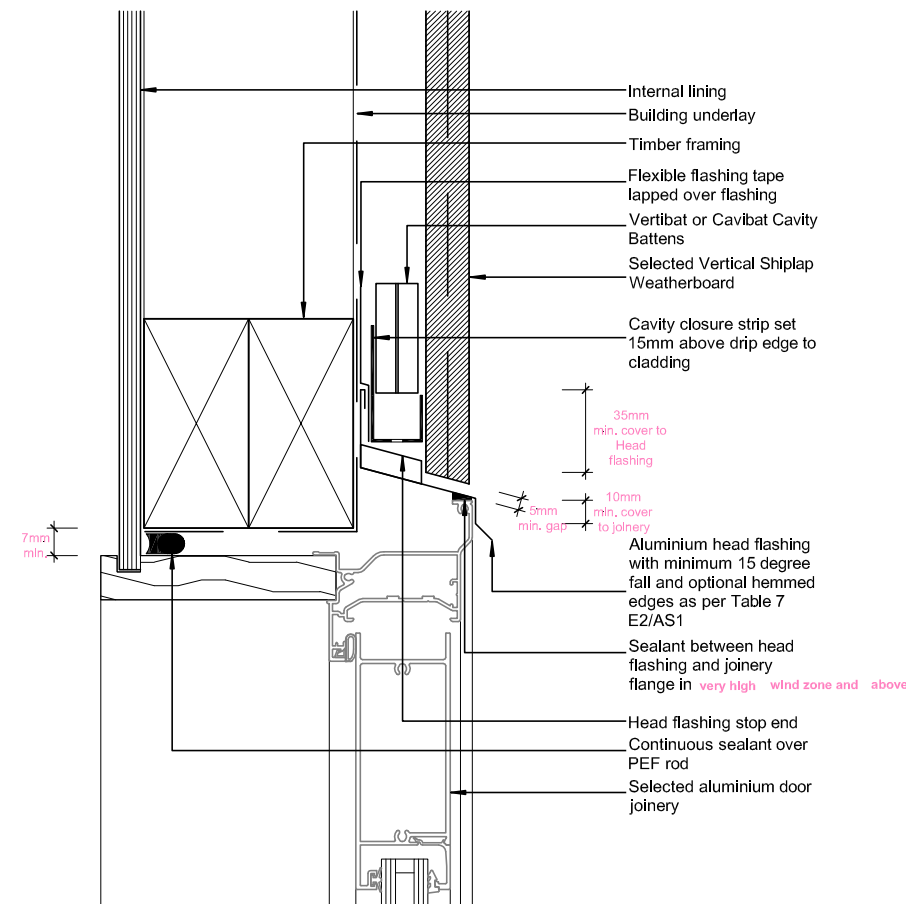
14/12/2018 **bharris**



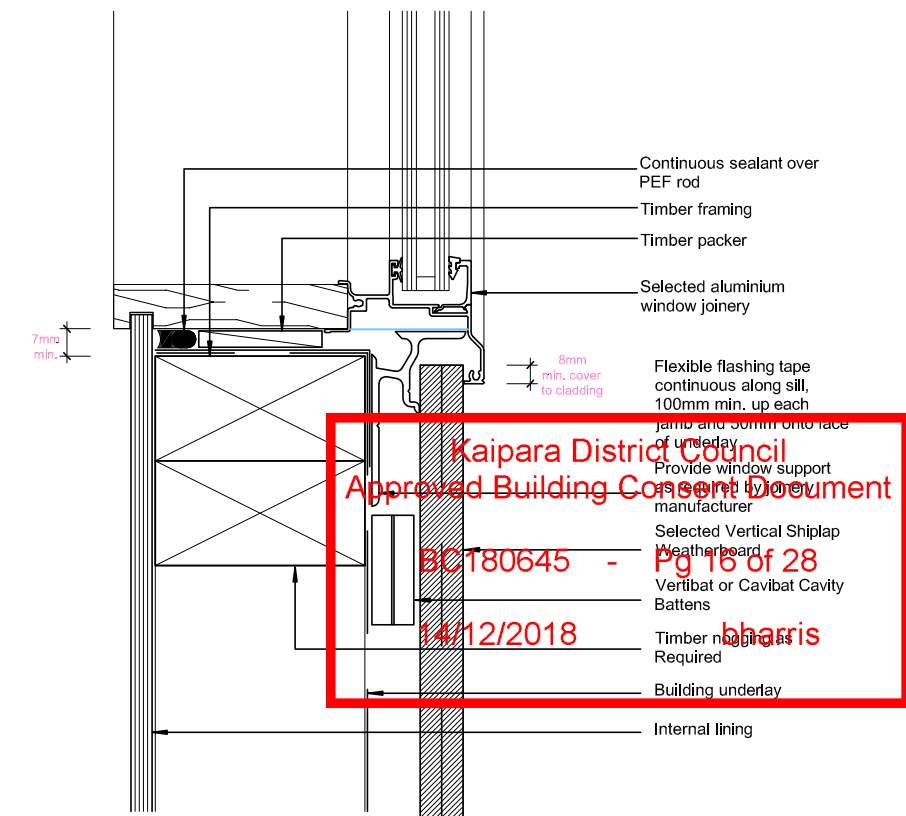
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VERTICAL WB WINDOW HEAD



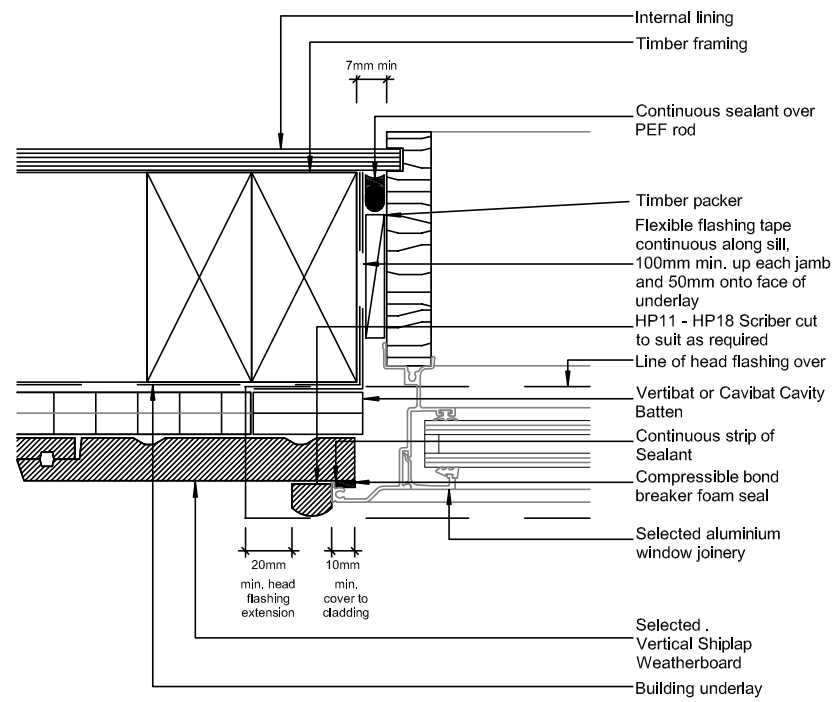
VERTICAL WB DOOR HEAD



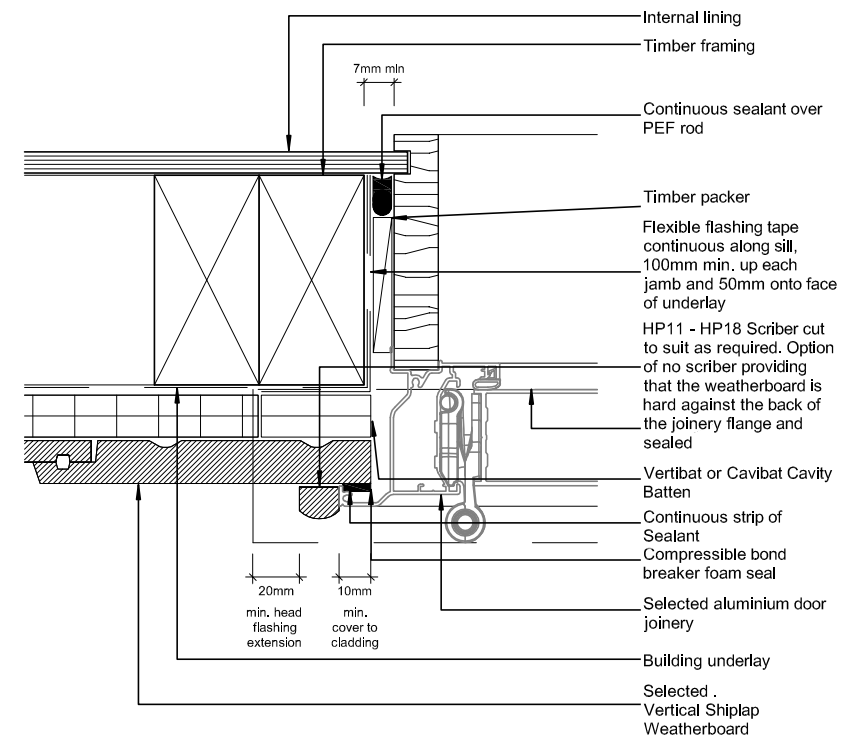
VERTICAL WB WINDOW SILL

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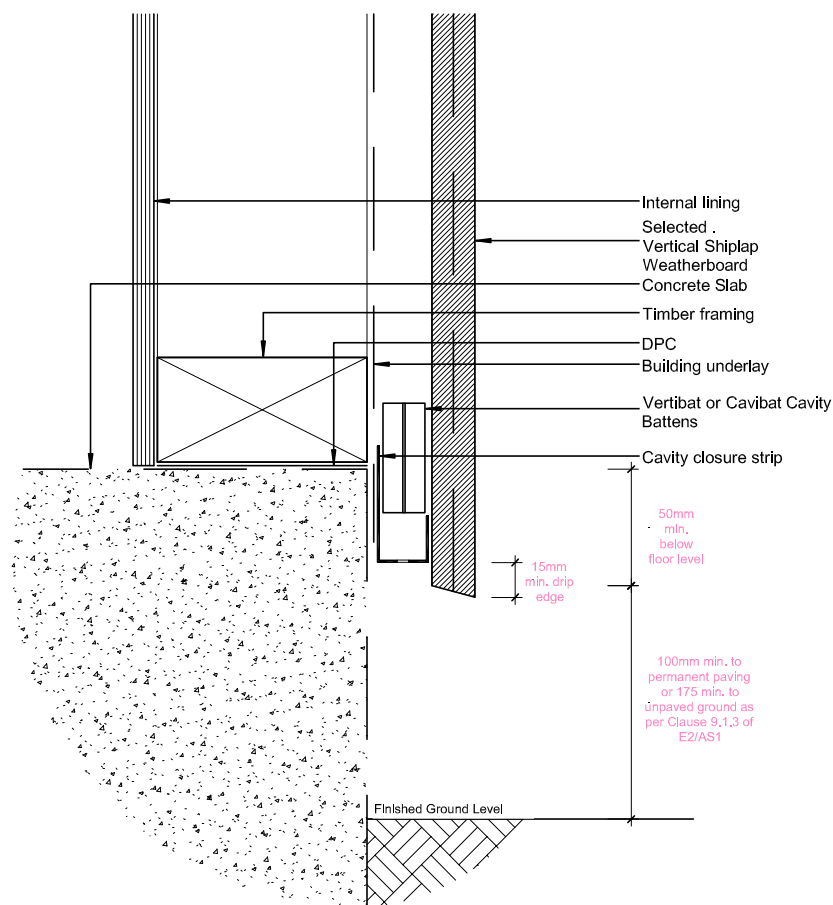
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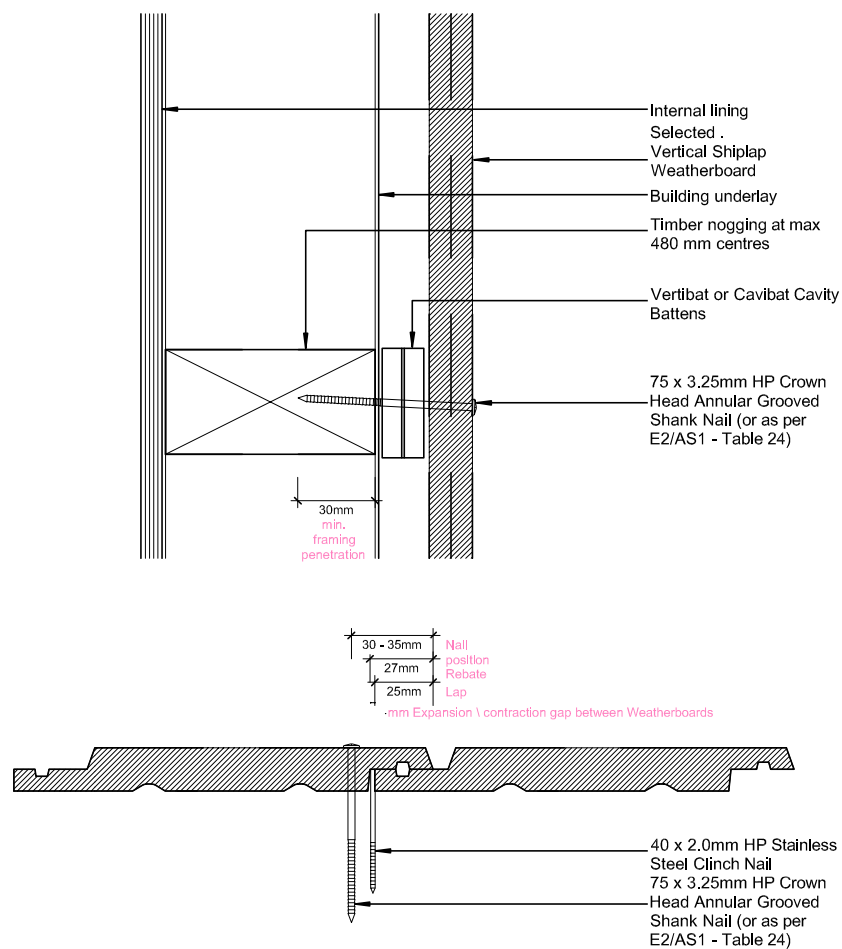
VERTICAL WB DOOR JAMB

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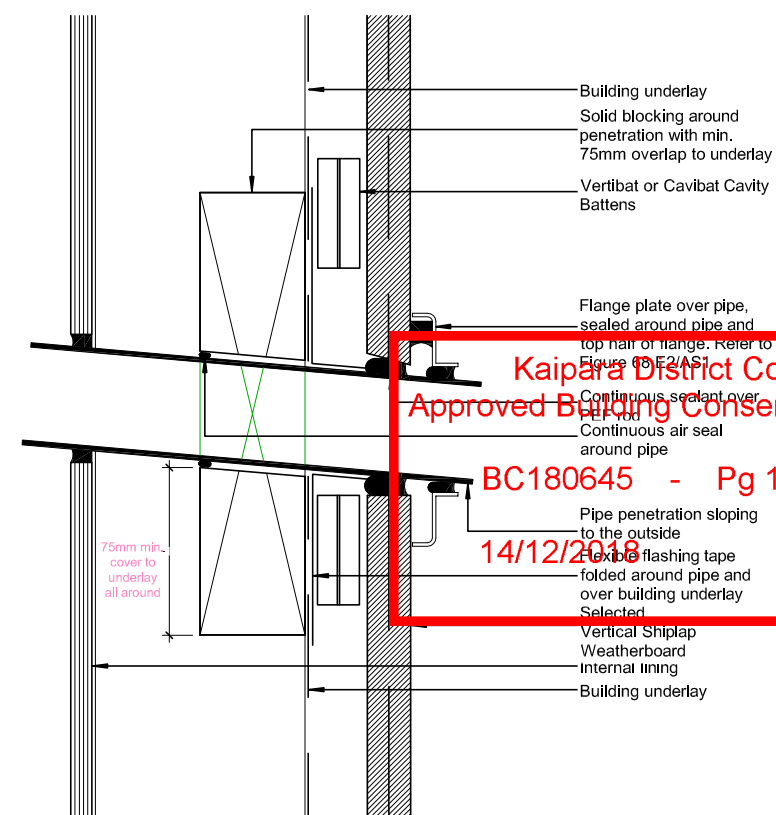




VERTICAL WB AT FOUNDATION



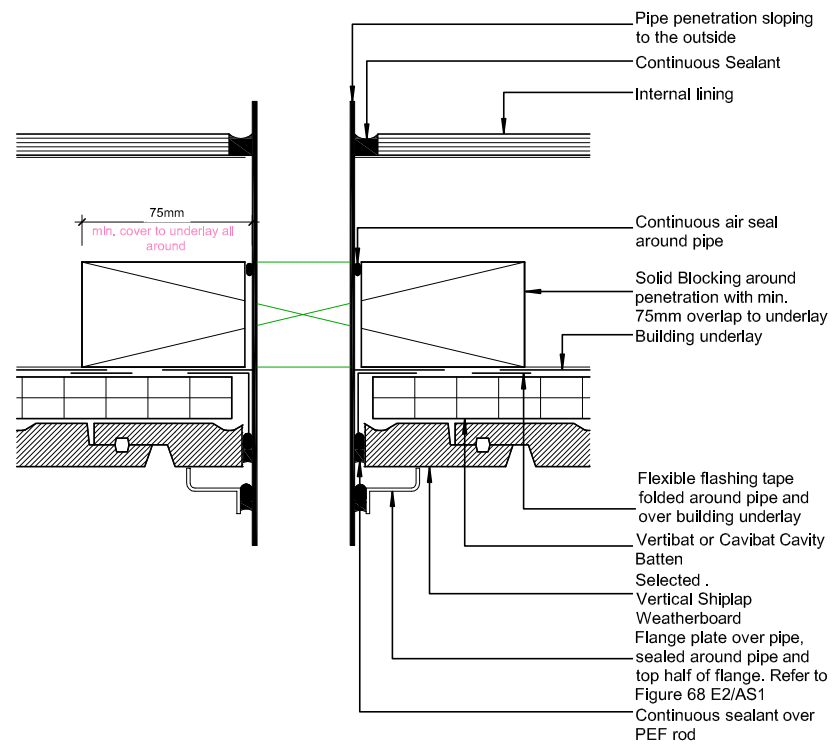
VERTICAL WB FIXING DETAIL



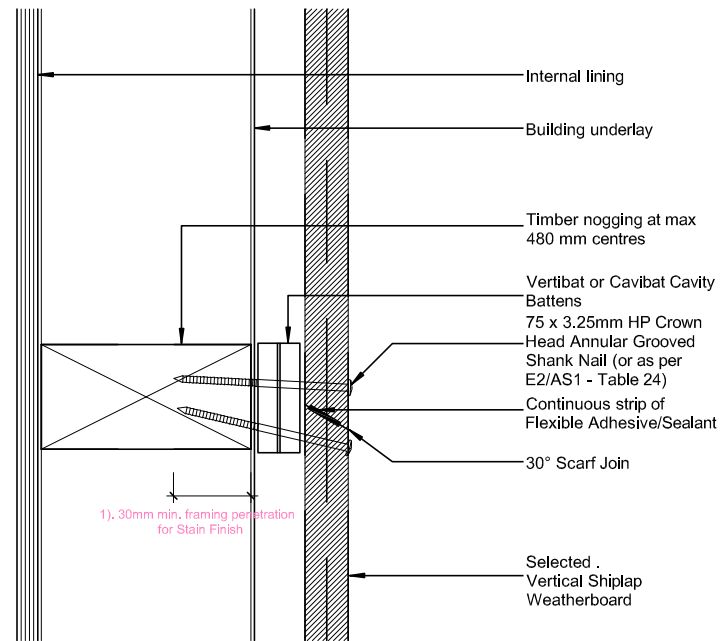
VERTICAL WB PIPE PENETRATION

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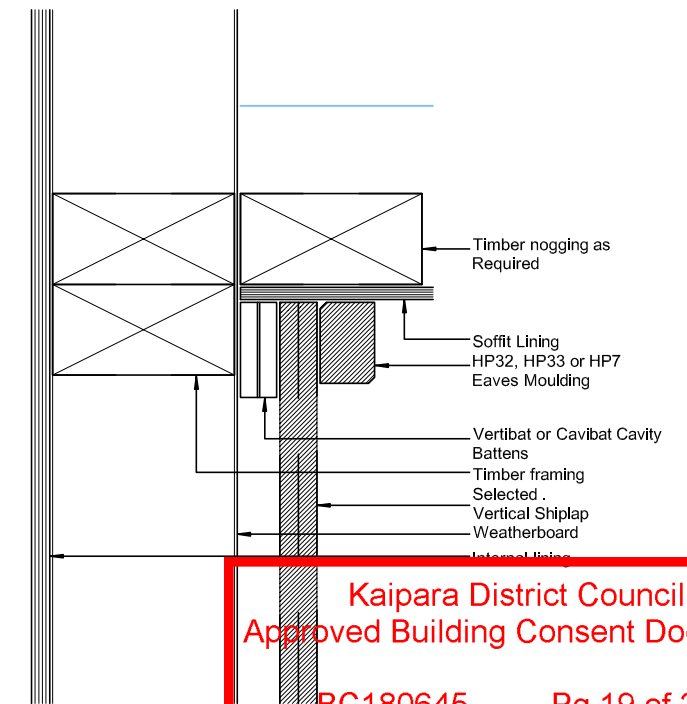


VERTICAL WB PIPE PENETRATION-PLAN



NOTE:
Cut ends of scarf join must be double coated with oil or stain.
35mm framing penetration using HPJolt Head Stainless Steel Annular Grooved nail for paint finish

VERTICAL WB SCALF DETAIL

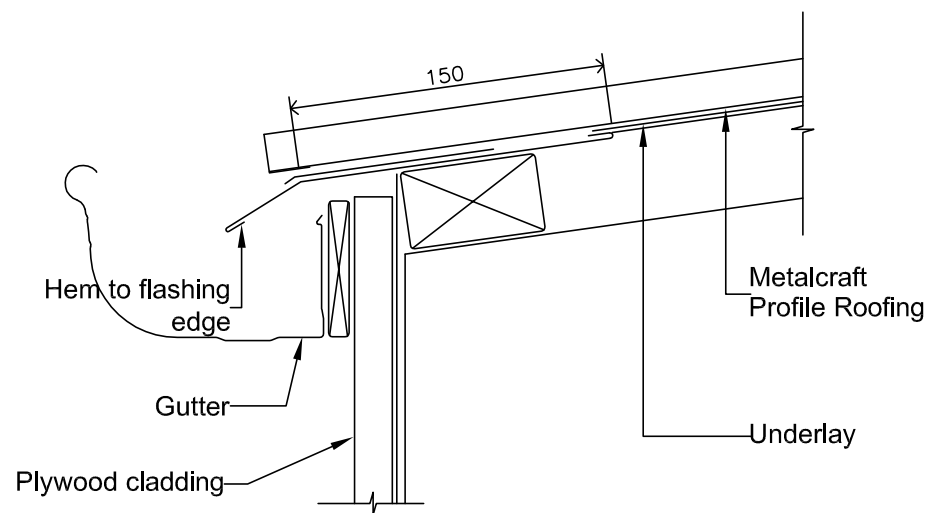


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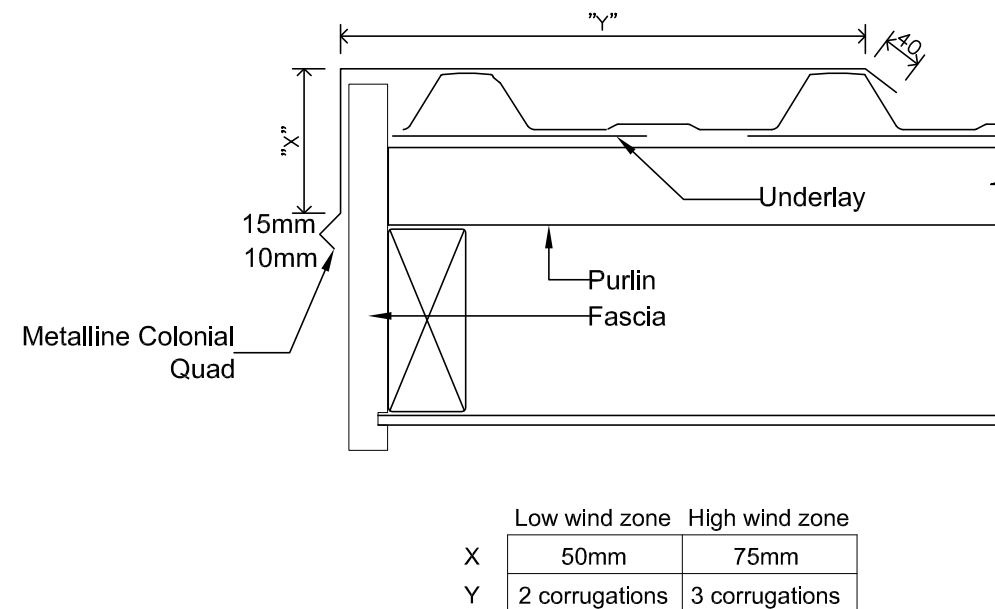
VERTICAL WB SOFFIT DETAIL



Proposed:	New Home Lot 6 DP499169 33a Waiotahi Drive Tawhiri Gardens Mangawhai Heads	Drawing Name: DETAILS	Amendments:	Date:	Aug 2017	No:	D7
					J17106		
				Scale:	NTS	© COPYRIGHT	

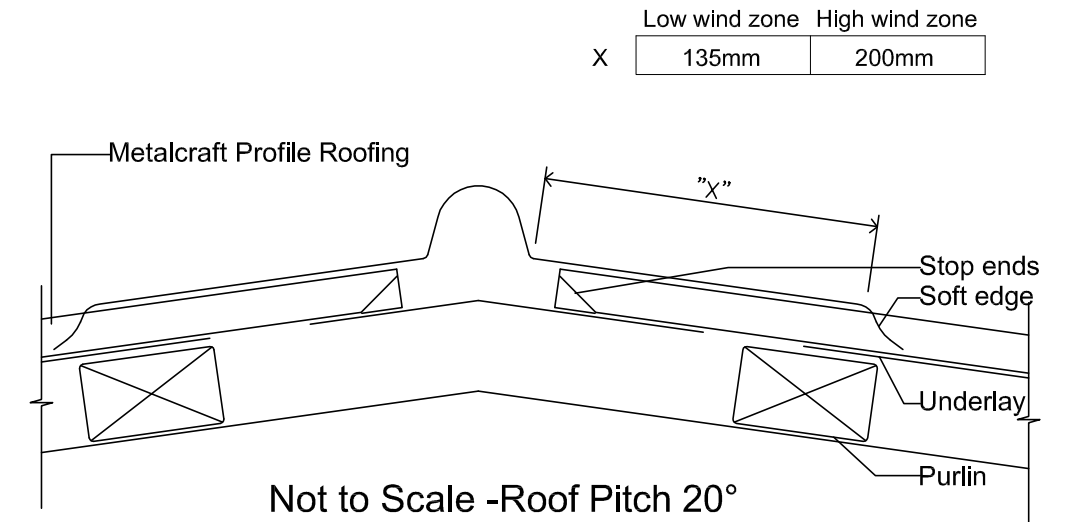


Gutter Flashing Detail



	Low wind zone	High wind zone
X	50mm	75mm
Y	2 corrugations	3 corrugations

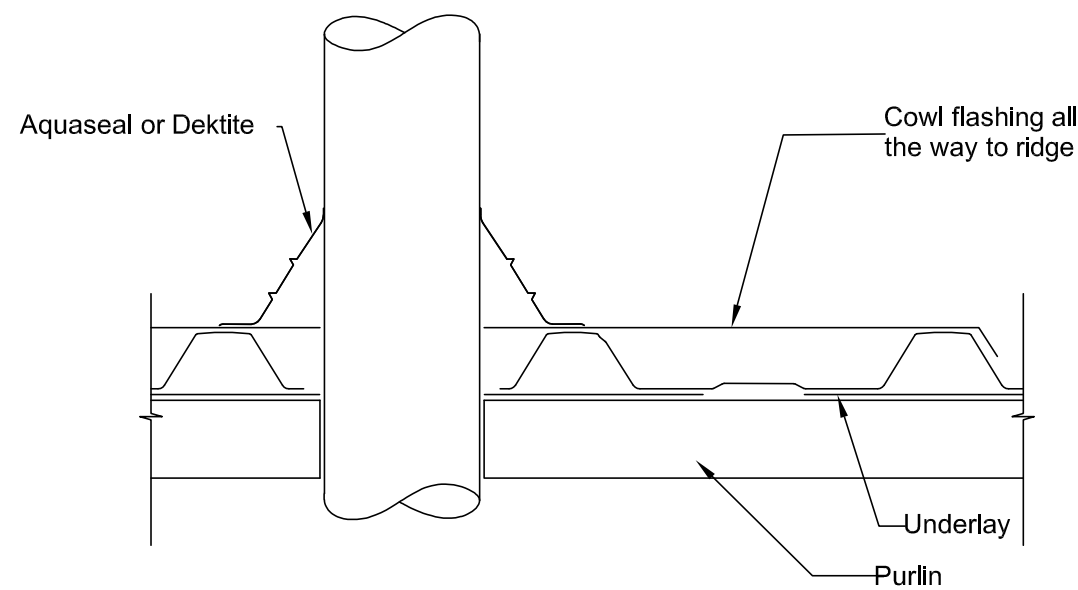
Side Barge Detail



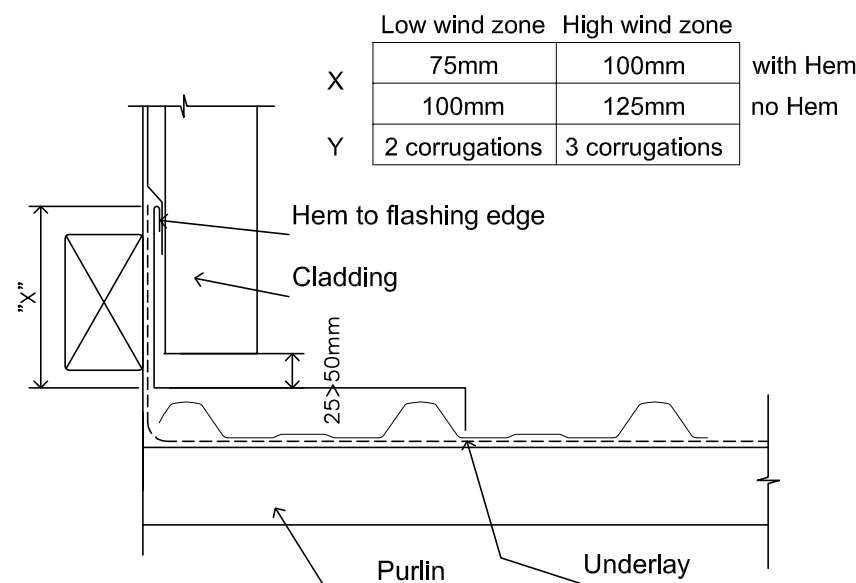
	Low wind zone	High wind zone
X	135mm	200mm

Not to Scale - Roof Pitch 20°

Round Top Ridge Detail



Pipe penetration Detail
Cross - sectional View



Side Apron Detail
Profiled or Smooth Cladding

	Low wind zone	High wind zone	
X	75mm	100mm	with Hem
	100mm	125mm	no Hem
Y	2 corrugations	3 corrugations	

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Issue: BC

Hewson Architectural Design Ltd

Email: hewsondesign@hotmail.com
Phone: 021 1016667



Proposed: New Home Lot 6 DP499169
33a Waiotahi Drive
Tawhiri Gardens
Mangawhai Heads

Drawing Name:
DETAILS

Amendments:

Date: Aug 2017
J17106

No: D8

Scale:
NTS

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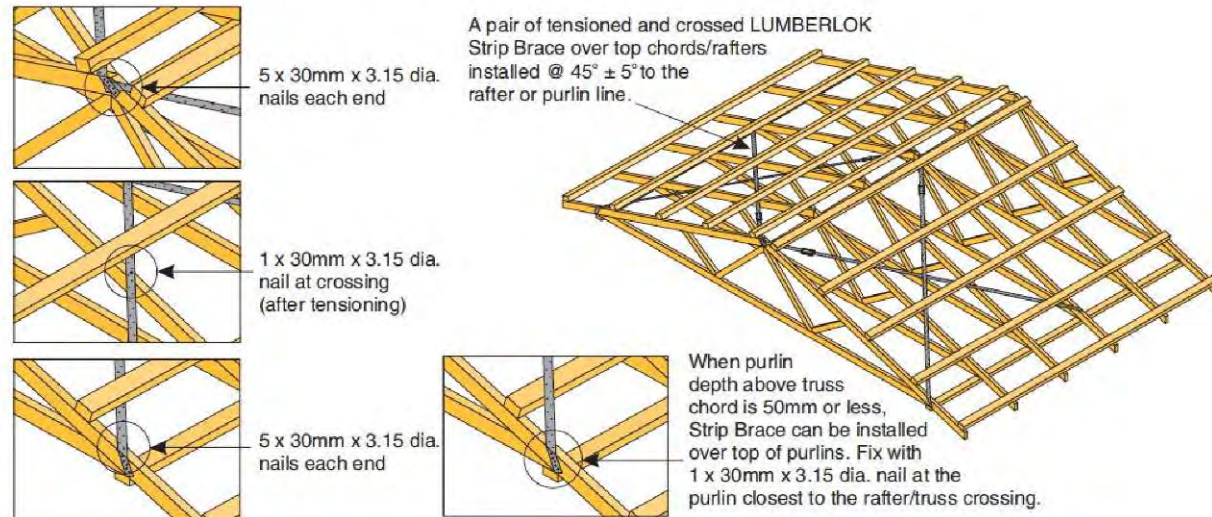
Roof Bracing Options

i) ROOF PLANE BRACE



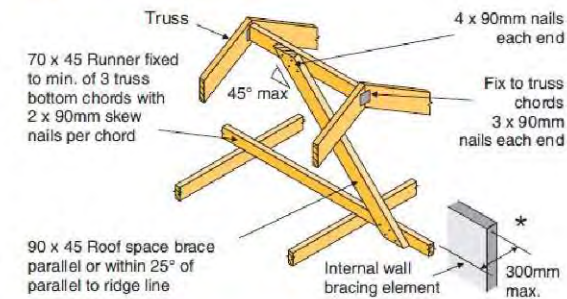
Each roof plane brace can be:

- A hip or valley rafter running continuously from ridge to the top plate in accordance with NZS 3604:2011 Clauses 10.2.1.3.2 or 10.2.1.3.3
- OR
- A pair of tensioned and crossed LUMBERLOK Strip Brace running continuously from ridge to top plate installed as detailed below.

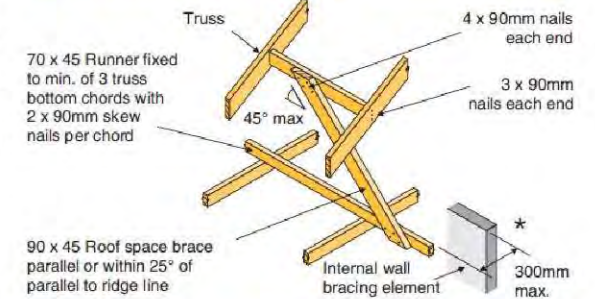


ii) ROOF SPACE BRACE

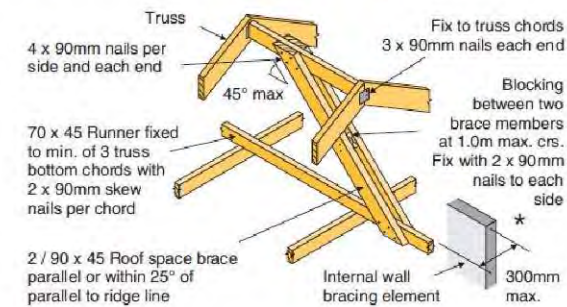
(A) Less than 2m long.



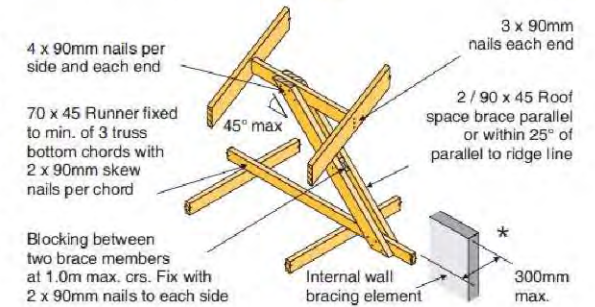
(C) Not directly under the ridge - less than 2m long.



(B) More than 2m long (Max. 4.8m).



(D) Not directly under the ridge - more than 2m long.



* Not required when a ceiling diaphragm complying with Clause 10.2.1.3.4 is installed.

MiTek New Zealand Limited
 AUCKLAND P.O. Box 58-014, Botany 2163
 CHRISTCHURCH P.O. Box 8387, Riccarton 8440

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15 – 100kg

Cylinders in excess of 9kg cannot be stored inside or under a building.

These installations normally consist of 2 x 45kg cylinders ("2 pack"). They shall be located on the outside of the building and separate from the building openings as shown in Figure 1.

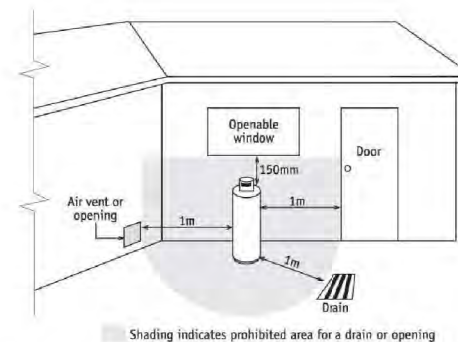


Figure 1: Isolation distances around (LPG Class 2.1.1A) exchange cylinder (up to 100kg)

They must be installed in accordance with NZS 5261:2003 by a qualified gasfitter. The full system installation must be certified by a craftsman gasfitter prior to commissioning.

Cylinder stores less than 100kg do not require HSNO Location test certification however they still have to comply with the relevant HSNO legislation and NZS 5261:2003.

BC

Hewson Architectural Design Ltd

Email: hewsondesign@hotmail.com
 Phone: 021 1016667



Proposed: New Home Lot 6 DP499169
 33a Waiotahi Drive
 Tawhiri Gardens
 Mangawhai Heads

Drawing Name:
 DETAILS

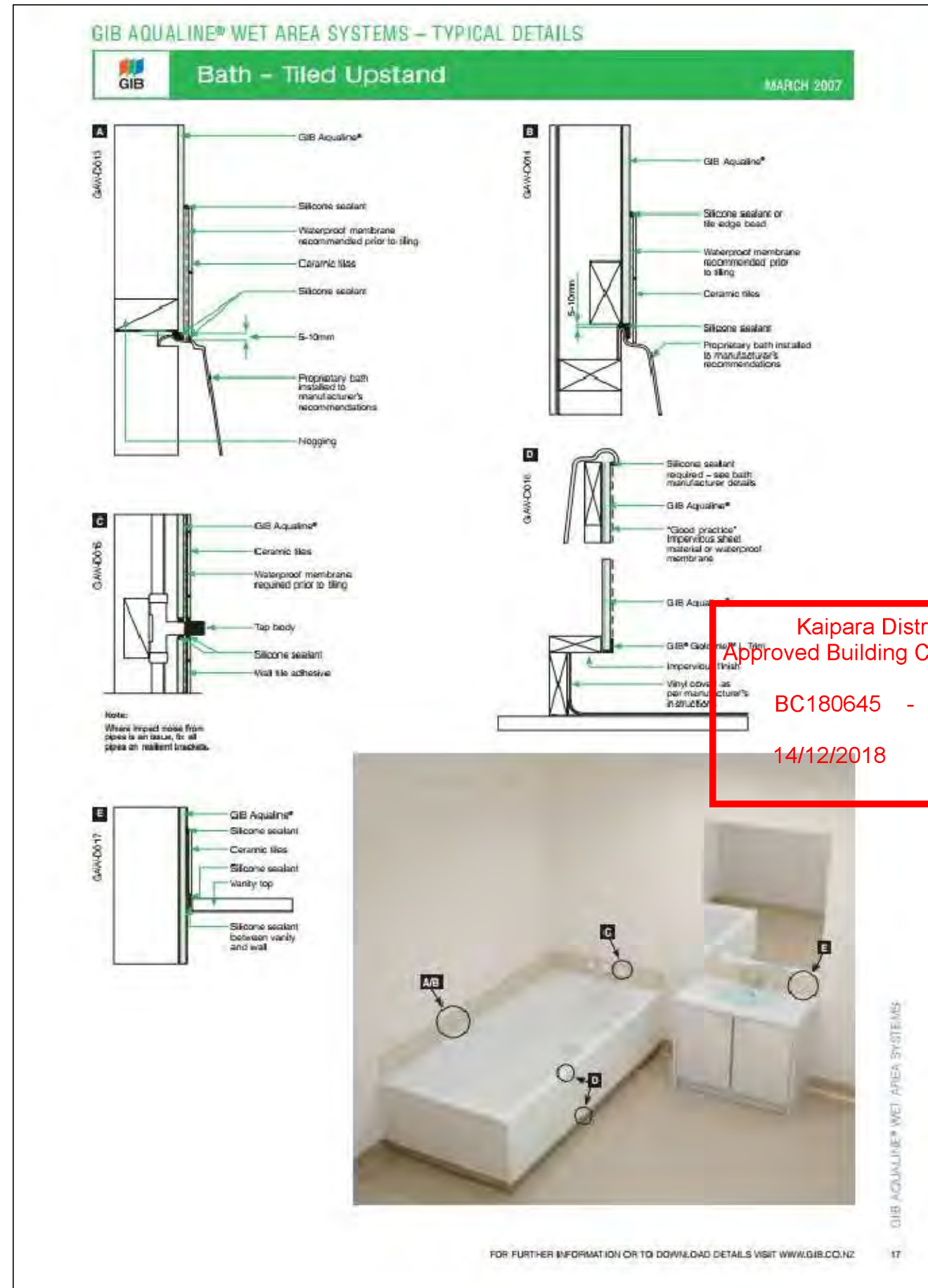
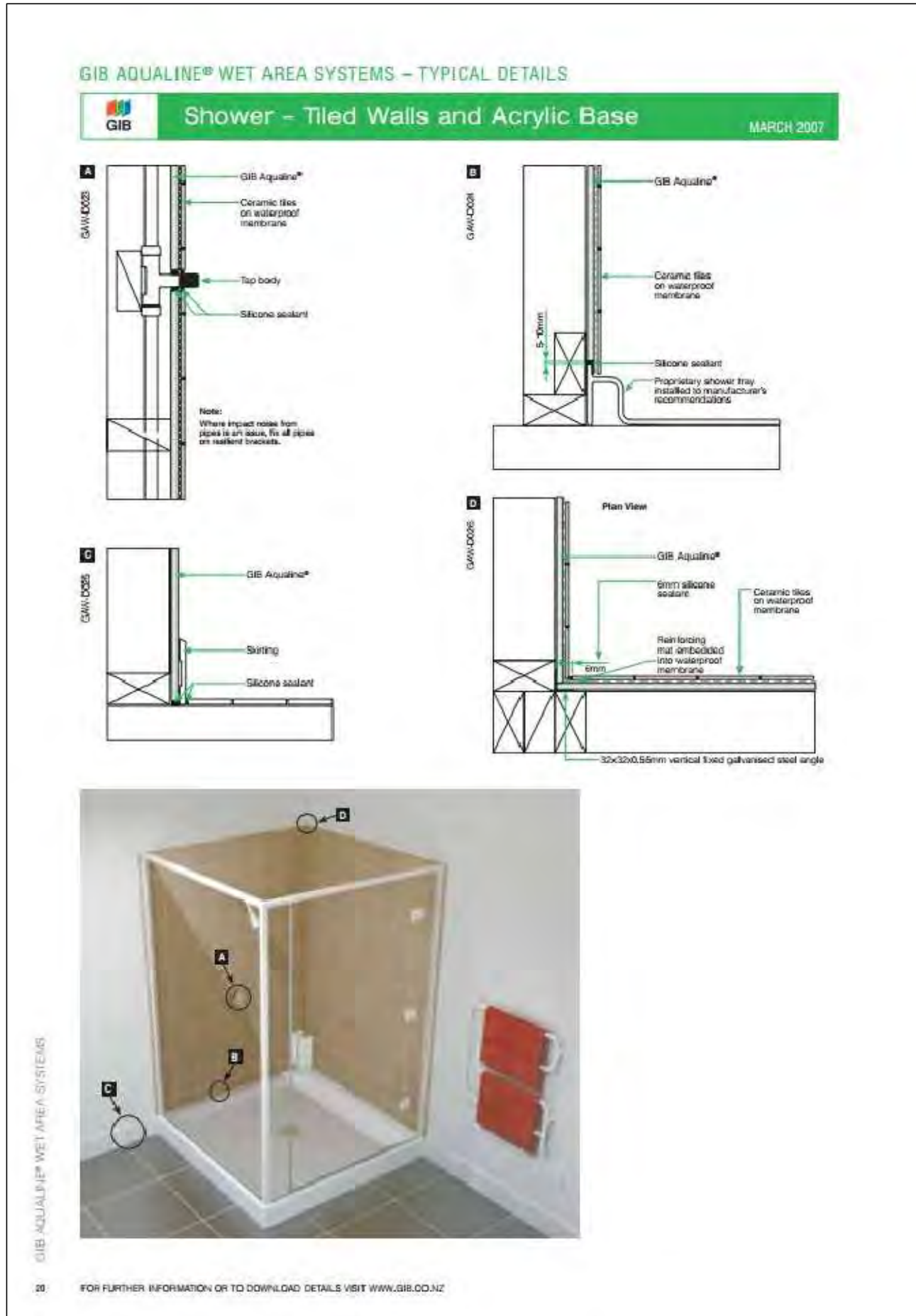
Amendments:

Date: Aug 2017
 J17106

No: D9

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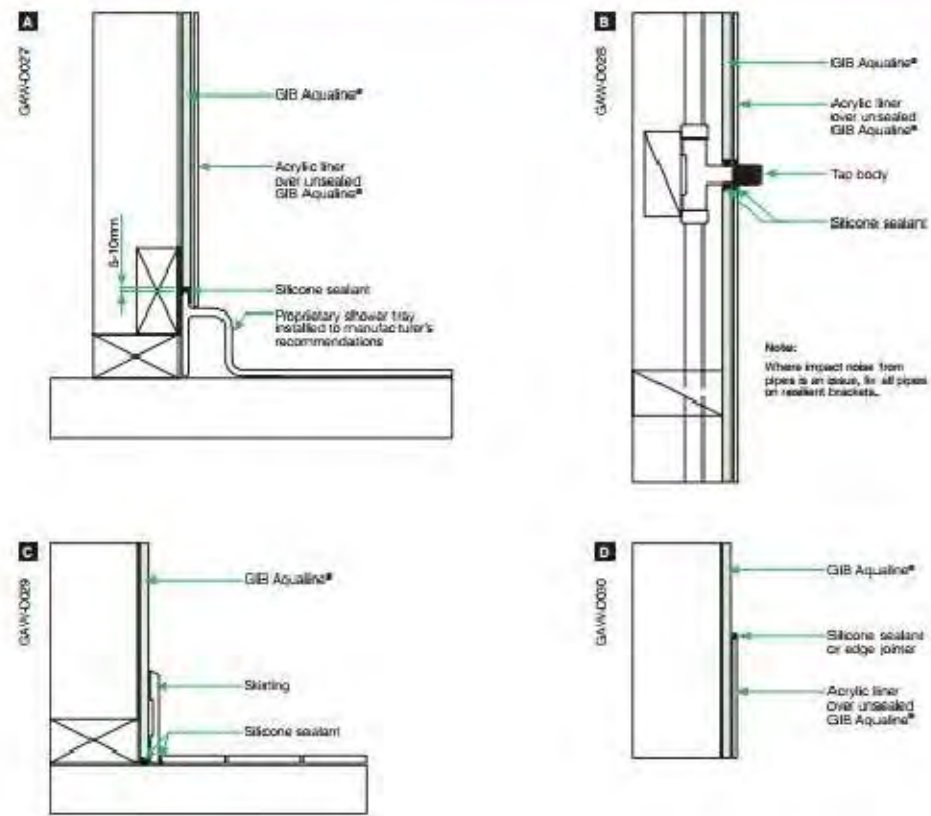


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GIB AQUALINE® WET AREA SYSTEMS – TYPICAL DETAILS

Shower – Acrylic Liner and Base MARCH 2007



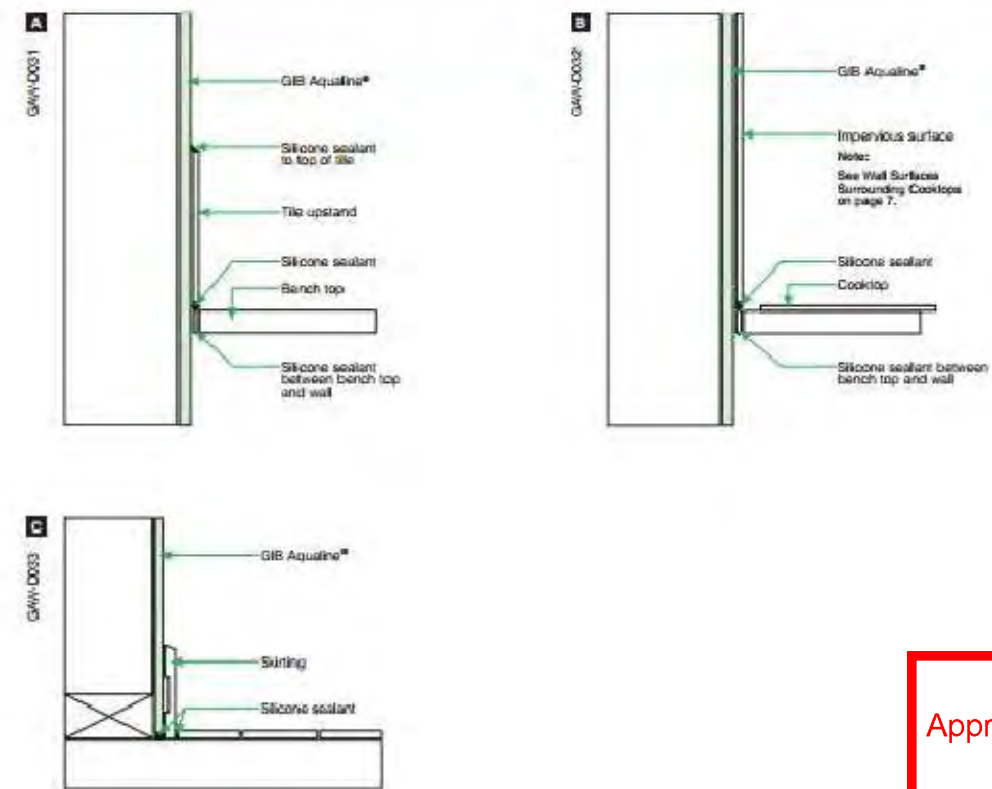
FOR FURTHER INFORMATION OR TO DOWNLOAD DETAILS VISIT WWW.GIB.CO.NZ

GIB AQUALINE® WET AREA SYSTEMS

21

GIB AQUALINE® WET AREA SYSTEMS – TYPICAL DETAILS

Kitchen and Laundry MARCH 2007



GIB AQUALINE® WET AREA SYSTEMS

22

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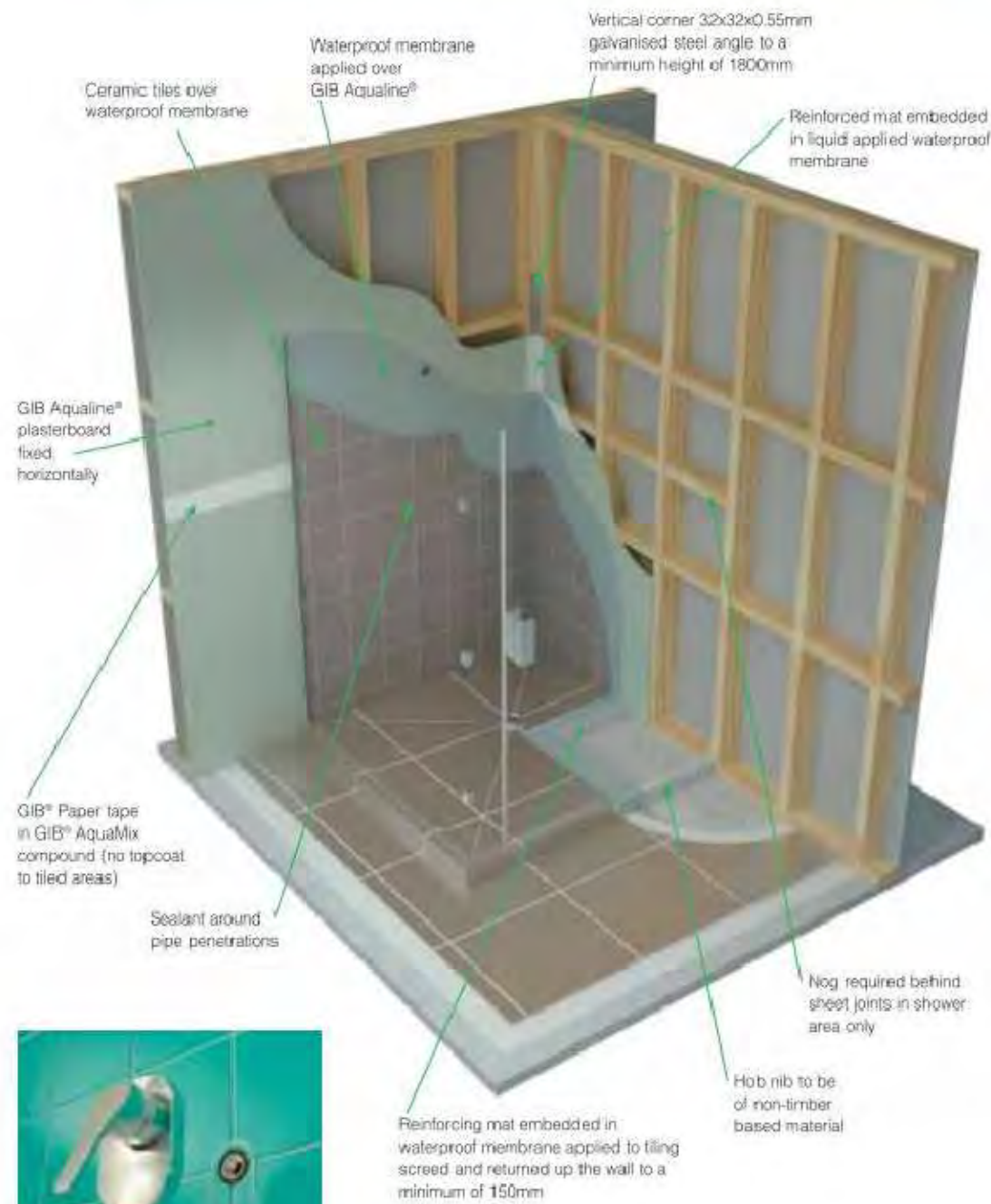
Proposed: New Home Lot 6 DP499169 33a Waitohi Drive Tawhiri Gardens Mangawhai Heads	Drawing Name: DETAILS	Amendments:	Date: Aug 2017 J17106	No: D11
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GIB AQUALINE® WET AREA SYSTEMS – TYPICAL DETAILS



Shower – Tiled Walls and Base

MARCH 2007



Run a bead of silicone sealant around the mixer unit on the tiles extending below the bottom of the pipe aperture.

For typical details, see the following pages.

GIB AQUALINE® WET AREA SYSTEMS

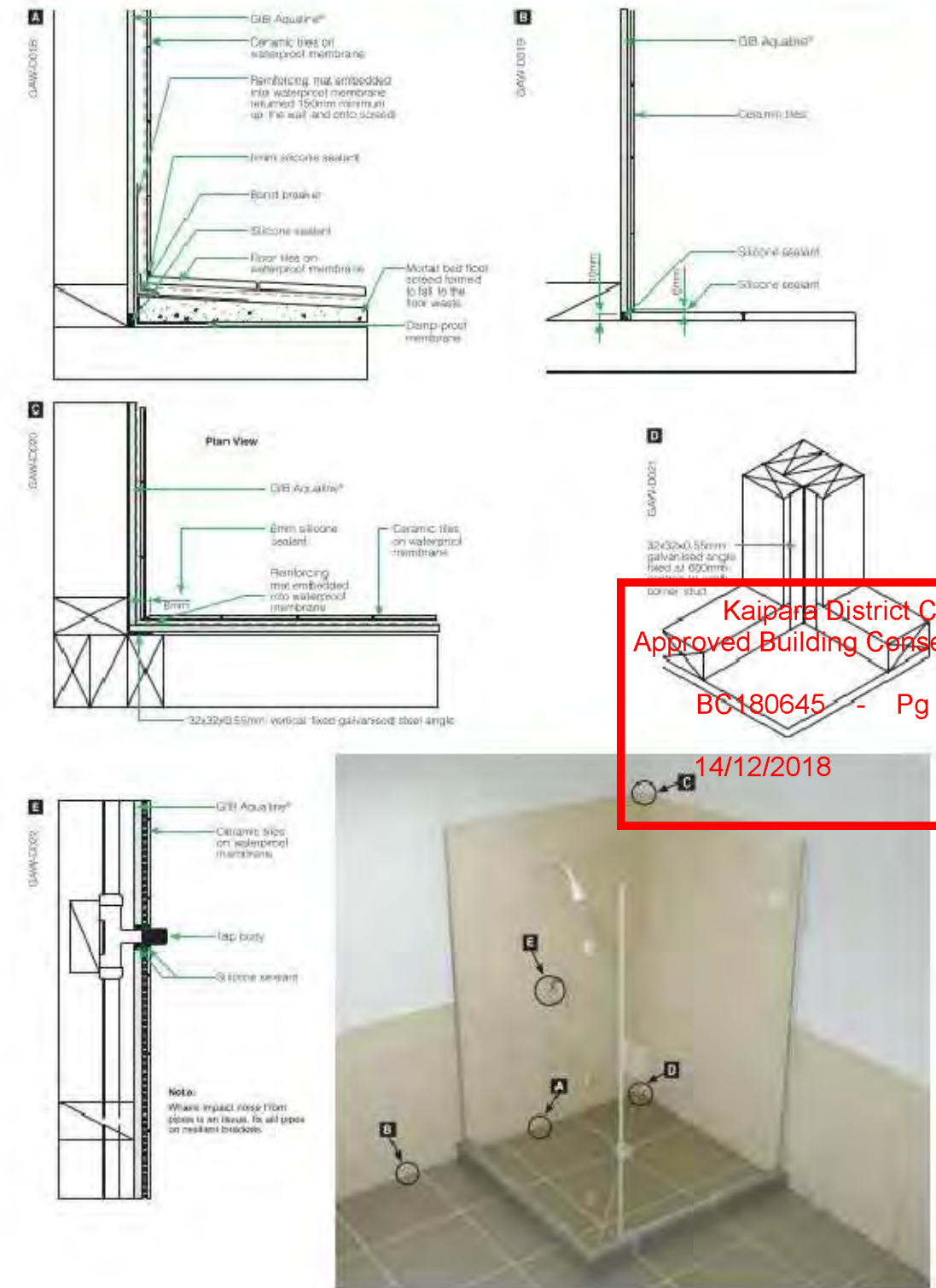
18 FOR FURTHER INFORMATION VISIT WWW.GIB.CO.NZ

GIB AQUALINE® WET AREA SYSTEMS – TYPICAL DETAILS



Shower – Tiled Walls and Base

MARCH 2007



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Proposed:	New Home Lot 6 DP499169 33a Waitohi Drive Tawhiri Gardens Mangawhai Heads	Drawing Name:	DETAILS	Amendments:	Date:	Aug 2017	No:	D12
					Scale:	NTS	© COPYRIGHT	

Issue: BC



07/2011

BOTTOM PLATE FIXING ANCHOR

- ★ Eliminates the drilling of bottom plates
- ★ Makes the fixing of timber framework easier and quicker
- ★ Saves hand trowelling around cast-in anchor bolts or rods
- ★ Use at 900mm centres max.
- ★ Complies with Clause 7.5.12.2 NZS 3604:2011

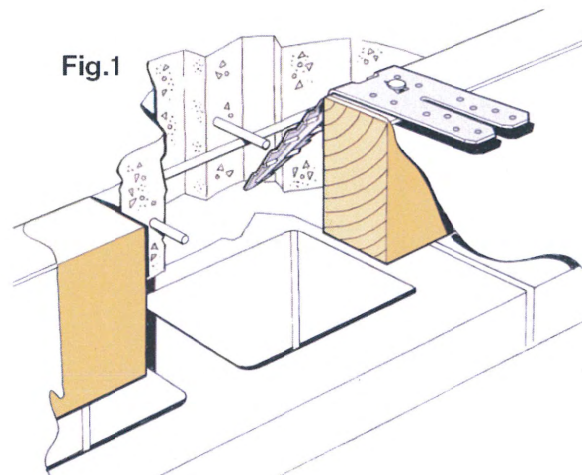


Fig. 1

1. Bottom Plate Fixing Anchors shall be fixed at 900mm centres max. to the boxing for concrete floor slabs, over a continuous vapour barrier. Each Fixing Anchor is nailed prior to concrete pour, and shall be left undisturbed until concrete has hardened ready for timber frames to be installed. (Fig. 1).
2. When timber framing is in place, the Fixing Anchors are folded up and over the bottom plate. (Fig. 2).
3. Two LUMBERLOK Product Nails 30mm x 3.15 dia. shall then be driven into the side of the bottom plate and two additional nails applied through each of the lugs. Should a stud coincide with the position of a Fixing Anchor, nail as shown in Fig. 3.

4. A 75mm x 4 dia. concrete nail must be fixed adjacent to each Fixing Anchor, through the bottom plate into the concrete, at no less than 70mm from the concrete edge. When used as a Bracing Wall hold-down, a Fixing Anchor must be positioned within 150mm from the end of that wall. Bracing wall must not exceed 70 BU/m.

Fig. 3

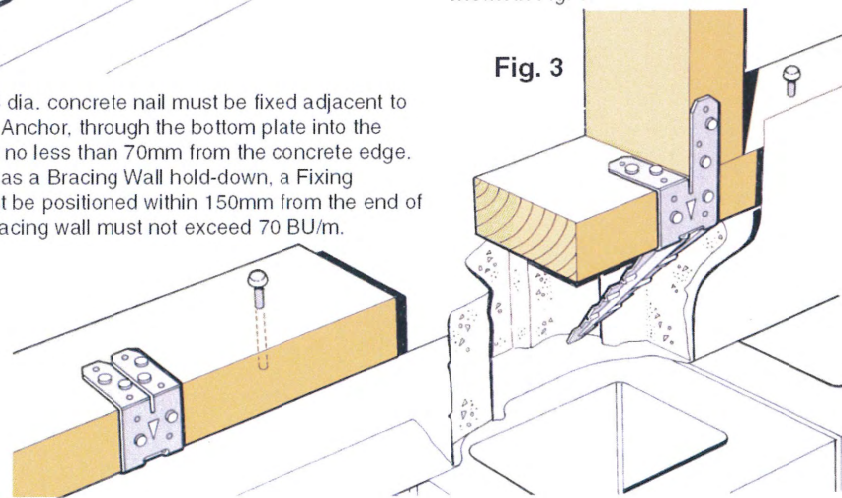
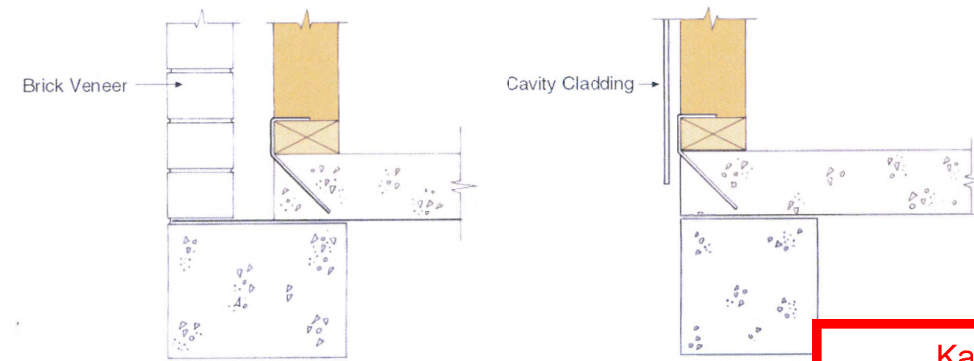
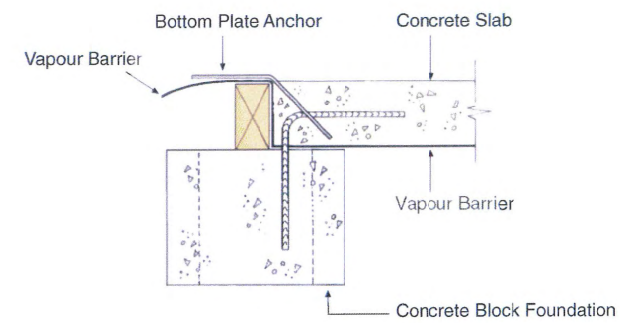


Fig. 2

Available from leading Builders Supply Merchants throughout New Zealand



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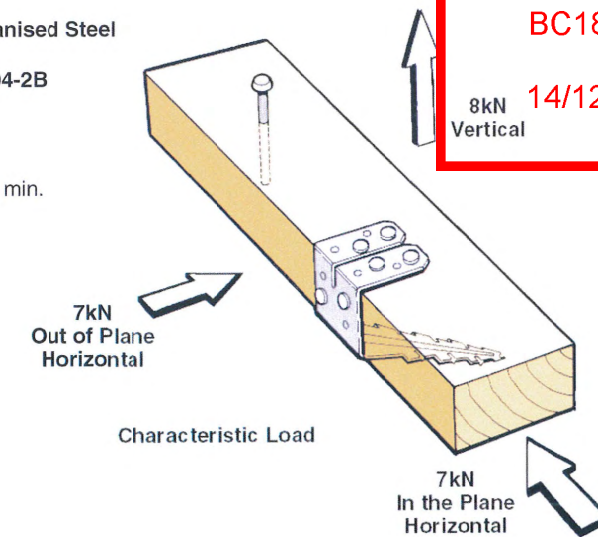


BRICK VENEER

CAVITY CLADDING

- Code: BPA
- Material: 0.95mm G300 Z450 Galvanised Steel
- Code: SSBPA
- Material: 0.9mm Stainless Steel 304-2B
- Packaged: 50 per carton

Design Loads
Concrete compressive strength 20 MPa min.



MiTek New Zealand Limited

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GANG-NAIL LUMBERLOK BOWMAC

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Issue: BC

Proposed: New Home Lot 6 DP499169 33a Waiotahi Drive Tawhiri Gardens Mangawhai Heads	Drawing Name: DETAILS	Amendments:	Date: Aug 2017 J17106	No: D13
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10/2011

LINTEL FIXING SCHEDULE

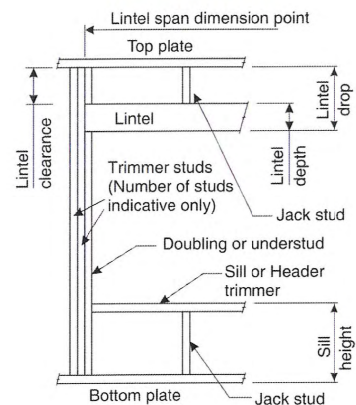
ALTERNATIVE TO TABLE 8.14 & FIGURE 8.12

NZS 3604:2011

NOTE:

- ★ All fixings are designed for vertical loads only. Dead loads include the roof weight and standard ceiling weight of 0.20 kPa.
- ★ Refer to Table 8.19 NZS 3604:2011 for nailing schedule to resist horizontal loads.
- ★ These fixings assume the correct choice of rafter/truss to top plate connections have been made.
- ★ All fixings assume bottom plate thickness of 45mm maximum. Note: TYLOK options on timber species.
- ★ Wall framing arrangements under girder trusses are not covered in this schedule.
- ★ All timber selections are as per NZS 3604:2011.

DEFINITIONS



Lintel Supporting Girder Trusses:

Roof Tributary Area	Light Roof Wind Zone				Heavy Roof Wind Zone			
	L	M	H	VH	L	M	H	VH
8.6 m ²	G	G	H	G	G	H	G	H
11.6 m ²	G	H	H	G	G	H	G	H
12.1 m ²	G	H	H	G	G	H	G	H
15.3 m ²	H	H	-	G	H	H	-	-
19.1 m ²	H	-	-	G	H	-	-	-
20.9 m ²	H	-	-	H	H	-	-	-
21.8 m ²	H	-	-	H	H	-	-	-
34.3 m ²	-	-	-	H	-	-	-	-

- Notes:
- 1) Roof Tributary Area = approx. 1/2 x (Total roof area on girder and rafter trusses supported by lintel)
 - 2) Assumed girder truss is at mid-span or middle third span of lintel
 - 3) Use similar fixings for both ends of lintel
 - 4) All other cases require specific engineering design



SELECTION CHART FOR LINTEL FIXING

Lintel Span	Loaded Dimension (See Fig. 1.3 NZS 3604:2011)	Light Roof Wind Zone				Heavy Roof Wind Zone			
		L	M	H	VH	L	M	H	VH
0.7	2.0	E	E	E	F	E	E	E	F
	3.0	E	E	F	F	E	E	F	F
	4.0	E	F	F	F	E	E	F	F
	5.0	E	F	F	G	E	E	F	F
	6.0	E	F	F	G	E	E	F	G
0.9	2.0	E	E	E	F	E	E	E	F
	3.0	E	E	F	F	E	E	F	F
	4.0	E	F	F	F	E	E	F	F
	5.0	E	F	F	G	E	E	F	F
	6.0	E	F	F	G	E	E	F	G
1.0	2.0	E	E	E	F	E	E	E	F
	3.0	E	E	F	F	E	E	F	F
	4.0	E	F	F	F	E	E	F	F
	5.0	E	F	F	G	E	E	F	F
	6.0	E	F	F	G	E	E	F	G
1.2	2.0	E	E	F	F	E	E	F	F
	3.0	E	F	F	F	E	E	F	F
	4.0	E	F	F	G	E	E	F	F
	5.0	E	F	F	G	E	E	F	G
	6.0	E	F	F	G	E	E	F	G
1.5	2.0	E	E	F	F	E	E	E	F
	3.0	E	F	F	F	E	E	F	F
	4.0	E	F	F	G	E	E	F	F
	5.0	E	F	F	G	E	E	F	G
	6.0	E	F	F	G	E	E	F	G
2.0	2.0	E	F	F	G	E	E	F	F
	3.0	E	F	F	G	E	E	F	G
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	5.0	E	F	F	G	E	E	F	G
	6.0	E	F	F	G	E	E	F	G
3.6	2.0	E	F	F	G	E	E	F	F
	3.0	E	F	F	G	E	E	F	G
	4.0	E	F	F	G	E	E	F	G
	5.0	E	F	F	G	E	E	F	G
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4.8	2.0	E	F	F	G	E	E	F	F
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	3.2	E	F	F	G	E	E	F	G
	4.0	E	F	F	G	E	E	F	G
	5.0	E	F	F	G	E	E	F	G

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LINTEL FIXING OPTIONS

TYPE E 1.4 kN
 4 x 90mm x 3.15 dia. nails
 2 x 90mm x 3.15 dia. nails directly below lintel
 90mm x 3.15 dia. nails Trimmer to understud at 250mm crs.
 Tylok 2T4 one side

TYPE F 4.0 kN
 6 x 90mm x 3.15 dia. nails
 Tylok 4T5 one side
 2 x 90mm x 3.15 dia. nails directly below lintel
 90mm x 3.15 dia. nails Trimmer to understud at 250mm crs.
 2 x Tylok 2T4 for Radiata Pine
 2 x Strap Nail for Douglas Fir

TYPE G 7.5 kN
 6 x 90mm x 3.15 dia. nails
 400mm Sheet Brace Strap to one side
 2 x 90mm x 3.15 dia. nails directly below lintel (typical)
 6 x 30mm x 3.15 dia. nails each end
 90mm x 3.15 dia. nails at 250 crs. trimmer to understud (typical)
 2 x 200mm Sheet Brace Strap to one side 3 x 30mm x 3.15 dia. nails to each stud
 2 x Tylok 2T4 to both sides for Radiata Pine
 2 x Strap Nail to both sides for Douglas Fir
 GIB® HandiBrac™
 Max. 100mm (typical)
 Min. 75mm into concrete floor
 6xN Stud Anchor (CPC60)
 3 x 30mm x 3.15 dia. nails into bottom plate
 Proprietary screw bolt
 M12 proprietary concrete fixing bolt with 50x50x3mm square washer or M12 x 150mm coach screw with 50x50x3mm square washer into timber joist/bearer

TYPE H 13.5 kN
 8 x 90mm x 3.15 dia. nails
 400mm Sheet Brace Strap to both sides
 6 x 30mm x 3.15 dia. nails each end of each strap
 8 x 90mm x 3.15 dia. nails
 Tylok 10T10 to both sides
 60mm (Two rows of teeth into understud)
 90mm x 3.15 dia. nails @ 250mm crs. both sides (typical)
 Max. 100mm (typical)
 Min. 75mm into concrete floor (typical)
 2 x 6xN Stud Anchor (CPC60)
 400mm Sheet Brace Strap wrap around bottom plate and up the other side
 GIB® HandiBrac™ to each side of stud
 3 x 30mm x 3.15 dia. nails to each side of bottom plate
 2 x Tylok 2T4 both sides
 2 x 400mm Sheet Brace Strap to one side
 6 x 30mm x 3.15 dia. nails each end to stud
 3 x 30mm x 3.15 dia. nails to bottom plate
 6 x 30mm x 3.15 dia. nails each end to timber joist/bearer
 Proprietary screw bolt
 M12 proprietary concrete fixing bolt with 50x50x3mm square washer or M12 x 150mm coach screw with 50x50x3mm square washer into timber joist/bearer

Stud numbers indicative only. Refer Table 8.5 NZS 3604:2011

For fixing of jack studs to lintel & top plate, refer to Stud to Top Plate Fixing Schedule.

For fixing of jack studs to lintel & top plate, refer to Stud to Top Plate Fixing Schedule.

For fixing of jack studs to lintel & top plate, refer to Stud to Top Plate Fixing Schedule.

For fixing of jack studs to lintel & top plate, refer to Stud to Top Plate Fixing Schedule.

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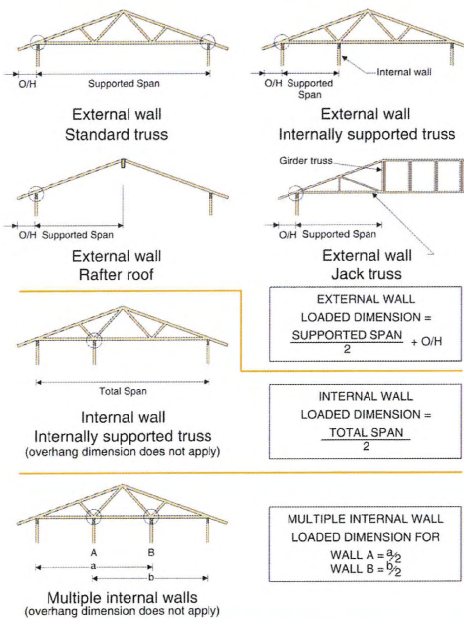
09/2011

STUD TO TOP PLATE FIXING SCHEDULE ALTERNATIVE TO TABLE 8.18 NZS 3604:2011

NOTE:

- ★ All fixings are designed to resist vertical loads only. Dead loads include the roof weight and standard ceiling weight of 0.20 kPa. Refer to Table 8.19 NZS 3604:2011 for nailing schedule to resist lateral loads.
- ★ These fixings assume the correct choice of rafter/truss to top plate connections have been made.
- ★ Gable end wall top plate/stud connections where the adjacent rafter/truss is located within 1200mm of gable end wall with a maximum verge overhang of 750mm, requires fixing type A as shown below.
- ★ All fixings assume top plate thickness of 45mm maximum.
- ★ Wall framing arrangements under girder trusses are not covered in this schedule.
- ★ All timber selections are as per NZS 3604:2011.

LOADED DIMENSION DEFINITION



FIXING OPTIONS

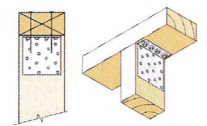
FIXING TYPE A 0.7 kN

2 x 90mm x 3.15 dia. plain steel wire nails driven vertically into stud.

FIXING TYPE B 4.7 kN

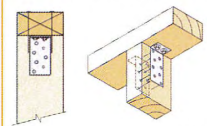
CHOOSE ANY OF THE 3 OPTIONS BELOW

2 x 90mm x 3.15 dia. plain steel wire nails driven vertically into stud.



Plus LUMBERLOK 6kN Stud Anchor (CPC80)

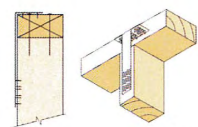
2 x 90mm x 3.15 dia. plain steel wire nails driven vertically into stud.



Plus 2 x LUMBERLOK CPC40

Recommended for internal wall options to avoid lining issues

2 x 90mm x 3.15 dia. plain steel wire nails driven vertically into stud.



Plus LUMBERLOK Stud Strap (one face only)

Note:

To calculate the number of B type fixings required, divide the wall length by the stud centres, add 1 to this figure and locate this number of fixings as evenly as possible along the wall length. This figure includes the start and end studs in each wall length.

FIXING SELECTION CHART
(Suitable for walls supporting roof members at 600, 900 or 1200mm crs.)
Wind Zones L, M, H, VH, EH, as per NZS 3604:2011

Loaded Dimension (m)	Stud Centres			Light Roof Wind Zone					Heavy Roof Wind Zone				
	300mm	400mm	600mm	L	M	H	VH	EH	L	M	H	VH	EH
3.0	2.3	1.5		A	A	B	B	B	A	A	B	B	B
4.0	3.0	2.0		A	A	B	B	B	A	A	B	B	B
5.0	3.8	2.5		A	B	B	B	B	A	A	B	B	B
6.0	4.5	3.0		A	B	B	B	B	A	A	B	B	B
7.0	5.3	3.5		A	B	B	B	B	A	A	B	B	B
8.0	6.0	4.0		A	B	B	B	B	A	A	B	B	B
9.0	6.8	4.5		B	B	B	B	B	A	A	B	B	B
10.0	7.5	5.0		B	B	B	B	B	A	A	B	B	B
11.0	8.3	5.5		B	B	B	B	B	A	A	B	B	B
12.0	9.0	6.0		B	B	B	B	B	A	A	B	B	B

MiTek
GANG-NAIL® LUMBERLOK® BOWMAC®
Phone: 09-274 7109 Fax: 09-274 7100
www.mitek.co.nz

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09/2011

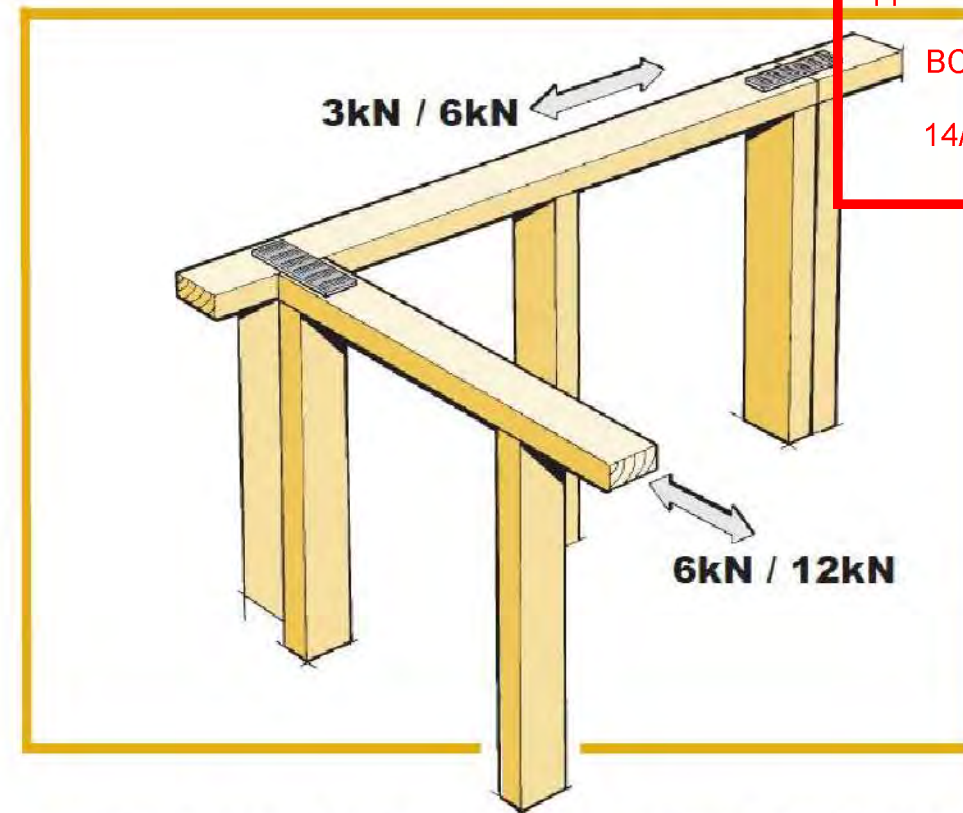
TOP PLATE JOINTING AS PER CLAUSE 8.7.3 NZS 3604:2011

Top Plates at Right Angles

Connection capacity	LUMBERLOK Connector
6 kN	Tylok 6T10 OR 2 x Strap Nails
12 kN	2 x Sheet Brace Straps fixed with 6 x LUMBERLOK Product Nails 30mm x 3.15 dia. per end per strap (24 nails total)

Top Plates in Line

Connection capacity	LUMBERLOK Connector
3 kN	Tylok 6T5 OR Strap Nail
6 kN	Tylok 6T10 OR 2 x Strap Nails



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Kaipara District Council
Approved Building Consent Document
BC180645 - Pg 27 of 28
14/12/2018 bharris

Issue: BC

Hewson Architectural Design Ltd

Email: hewsondesign@hotmail.com
Phone: 021 1016667



Proposed: New Home Lot 6 DP499169
33a Waitohi Drive
Tawhiri Gardens
Mangawhai Heads

Drawing Name:
DETAILS

Amendments:

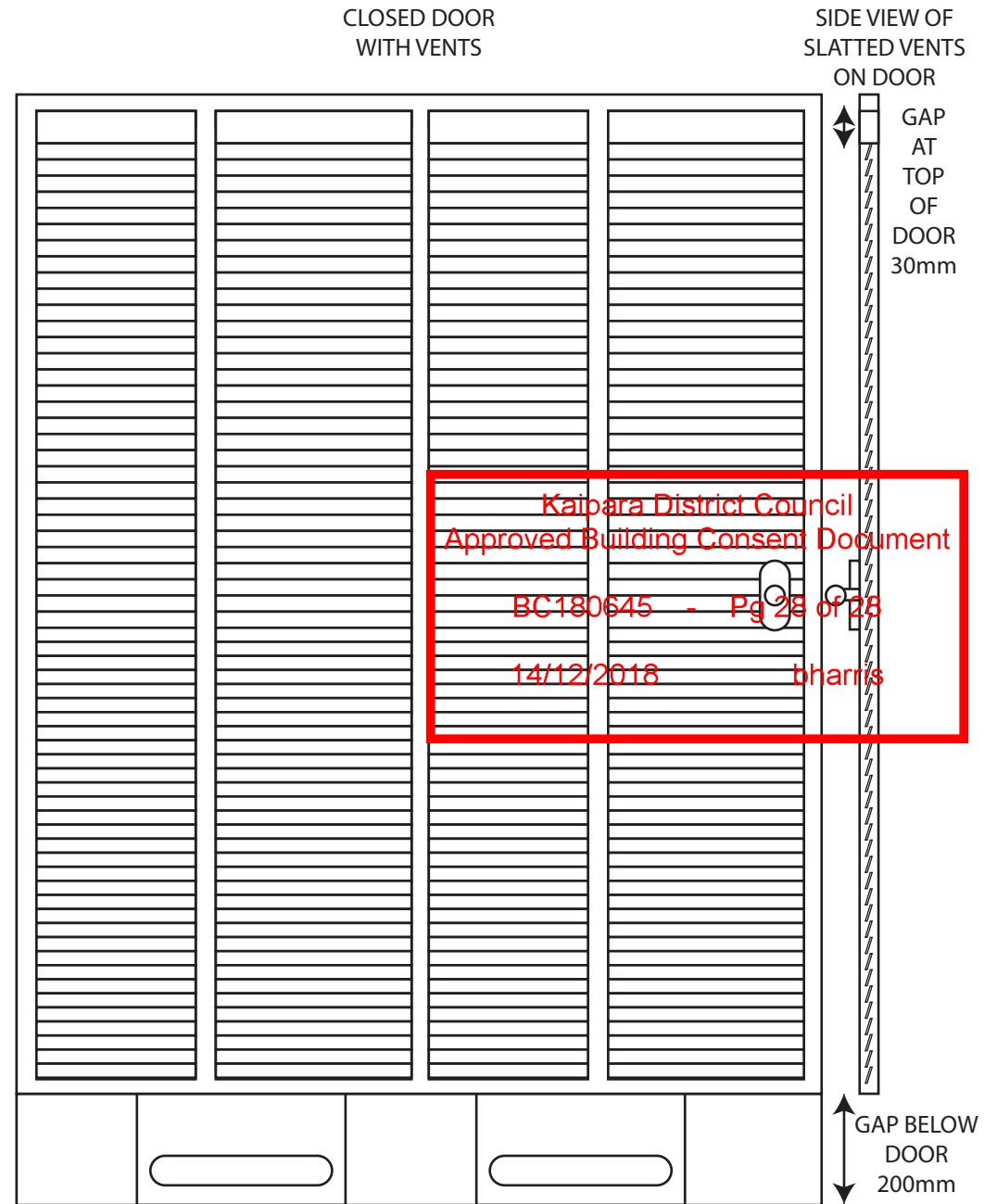
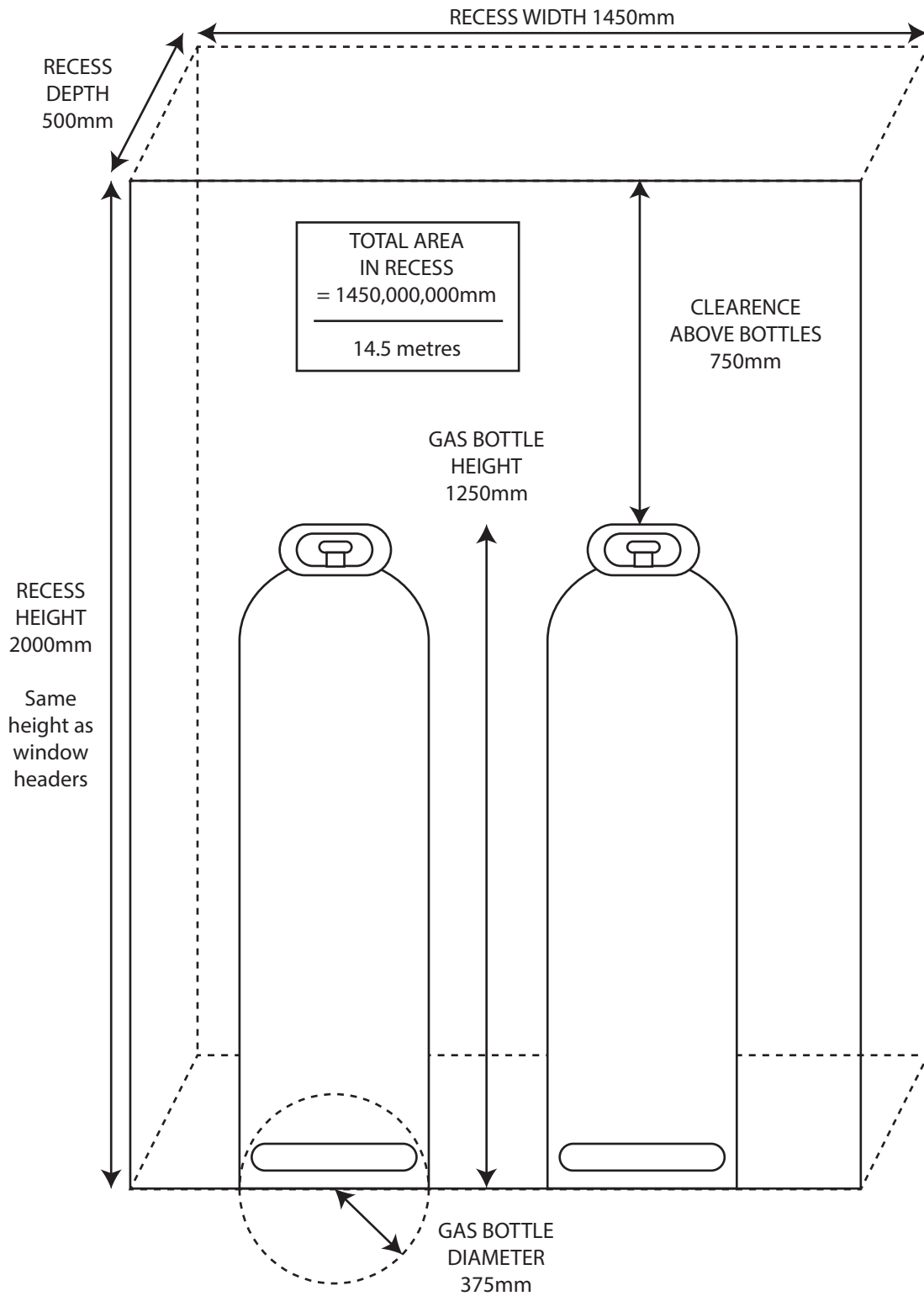
Date: Aug 2017

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No: D15

Scale:
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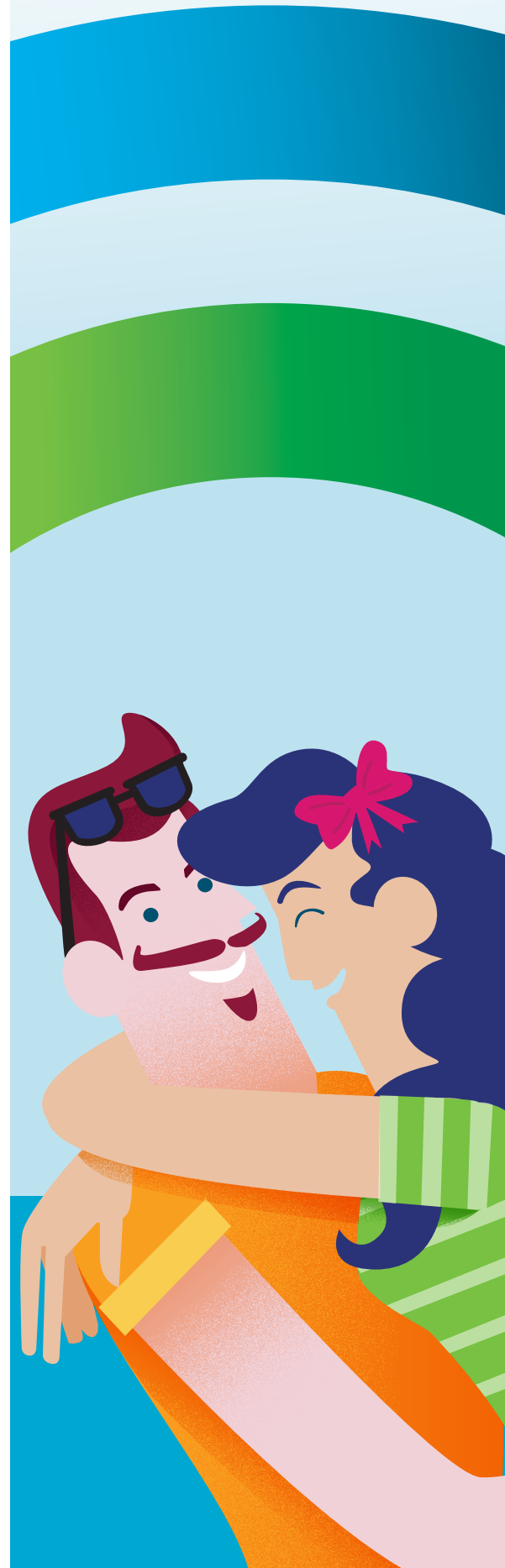




Buying or selling your property?

New Zealand Residential
Property Sale and Purchase
Agreement Guide

Brought to you by the
Real Estate Authority



This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information



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Buying or selling your home is a big move and one of the biggest financial decisions Kiwis make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, settled.govt.nz explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



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To find out more about REA visit rea.govt.nz, call us on **0800 367 7322** or email us at info@rea.govt.nz



Key things to know about sale and purchase agreements



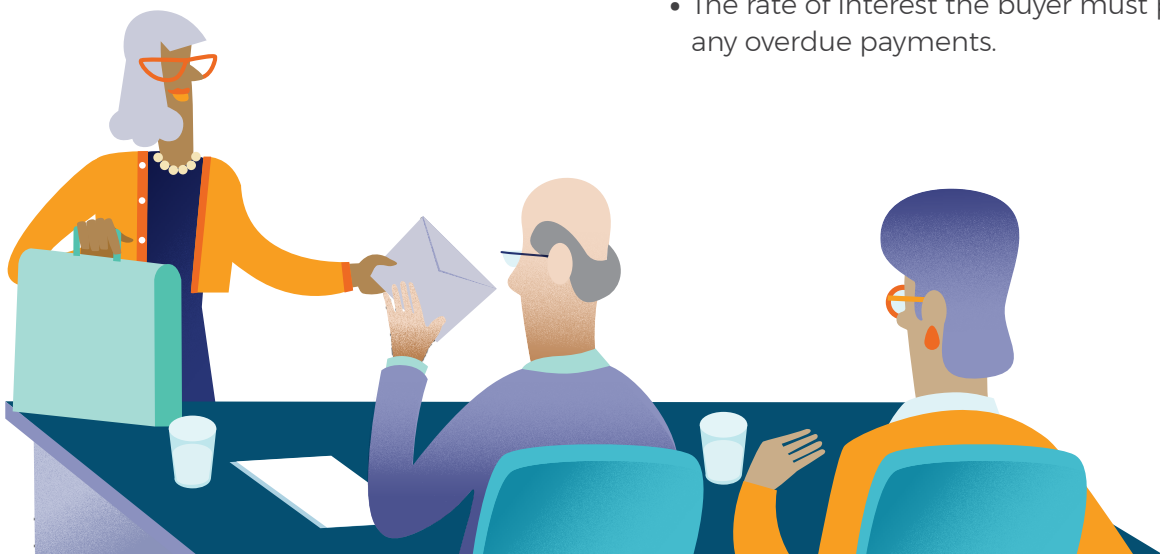
- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer needs to sell another property first and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.

Always check your sale and purchase agreement with a lawyer before signing.



Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the agent must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

- The names of the people buying and selling the property.
- The address of the property.
- The type of title (for example, freehold or leasehold).
- The price.
- Any deposit the buyer must pay.
- Any chattels being sold with the property (for example, whiteware or curtains).
- Any specific conditions you or the other party want fulfilled.
- How many working days you have to fulfil your conditions (if there are conditions).
- The settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in).
- The rate of interest the buyer must pay on any overdue payments.

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs.

Your lawyer will explain these clauses to you.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

Your agent will probably use the agreement for sale and purchase approved by the Auckland District Law Society and the Real Estate Institute of New Zealand.

- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- builder's report – to determine the condition of the building
- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date.

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the

deposit is enough to cover the commission. The agent cannot ask the buyer to pay for their services if they have been hired by the seller.

The buyer pays the rest

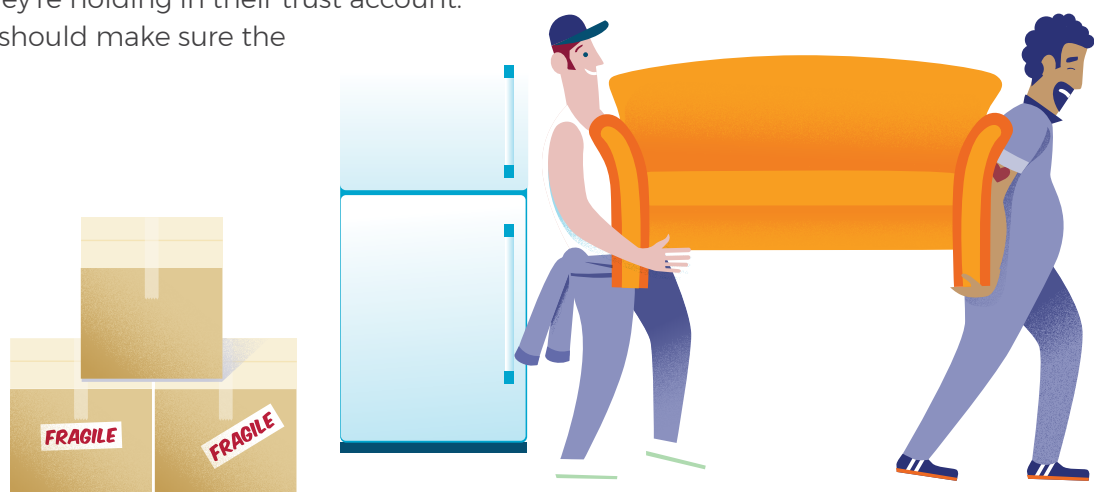
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

The agreement for sale and purchase may contain a specific date for possession that may differ from the settlement date, for instance, where the property is tenanted. If the property is tenanted, the agreement for sale and purchase should specify this.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate, in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.



What happens if you have a problem

If you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA).^{*} We can help in a number of ways if your complaint is about the behaviour of a real estate agent. For example, we can help you and the agent or agency to resolve the issue and remind the agent of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

^{*} Settled.govt.nz is brought to you by REA.

Call us on
0800 367 7322,
email us at
info@rea.govt.nz
or visit us
online at
rea.govt.nz



Where to go for more information

You can get more help and information from various places.

Read more about buying and selling a property at settled.govt.nz

[Settled.govt.nz](http://settled.govt.nz) provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres
communitylaw.org.nz

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.

