



HELEN POWELL + MIKE SCOTT
above and beyond



73 Coal Hill Road Mangawhai

PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

Helen Powell

☎ 021644234

✉ helen.powell@trinitynetwork.co.nz

Mike Scott

☎ 021463224

✉ mike.scott@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.

H+M

HELEN POWELL + MIKE SCOTT
above and beyond



Light, Landscape, and Luxurious Living

From sunrise to sunset with every moment framed by breathtaking water and rural views; 73 Coal Hill Road, Mangawhai is set on 4,235m² (approx) of landscaped perfection. This north-facing, single-level home embodies contemporary living, where design, light, and nature exist in perfect harmony. Every space invites connection, with full-height glass framing, breathtaking views and a seamless transition from interior luxury to outdoor living.

Inside, the atmosphere is one of quiet sophistication. The open-plan living area flows with ease—spacious yet intimate, ideal for gatherings or peaceful moments. The kitchen is both stylish and functional, featuring sleek stone benchtops and a double wall oven that makes entertaining effortless. A media room provides retreat, while four double bedrooms offer space and serenity for family and guests alike. The master suite is a true sanctuary: generous in proportion, beautifully appointed with walk-in and ensuite, and opening directly to the outdoors. Two elegant, fully tiled bathrooms add a touch of indulgence, balancing contemporary design with understated warmth.

Outdoors, the experience continues—a place to linger and dwell. The partially covered entertaining area and gazebo invite alfresco dining beneath coastal skies, while the sweeping lawns tempt summer games or tranquil afternoons in the sun.

Every detail has been thoughtfully considered: a separate shed and double garage for practicality, landscaped gardens that offer privacy and calm, and a layout that celebrates both family life and individual retreat.

Located just a short drive from Mangawhai Village—with its cafés, markets, and essential amenities—and close to Tara Iti Golf Course, Forestry, and Eastern beaches, this is a rare opportunity to enjoy the best of both worlds: coastal energy and rural serenity.

Air. Water. Light. Life. Effortless living at 73 Coal Hill Road. Call Helen Powell or Mike Scott to view. Viewing by appointment only.



Price: Price By Negotiation
Land Area: 4235m²
Floor Area: 234m²
Rates: \$4052
Rateable value: \$2300000

View Online:

<https://thenetwork.co.nz/property/73-coal-hill-road-mangawhai/>



ACT NOW!

This unique opportunity won't last.



We are experts in our region. We understand the area profiles and we know the people. Our connection to their stories means we are passionate about finding the right buyers, bridge-building negotiation and on-going relationships. We do this by:

- Strategically showcasing the region, it's locals and the characteristics of the closer neighbourhood and community.
- Profiling buyers and matching to location where we can champion our clients property in this context.
- Using our combined 25+ years experience to work with array of buyers and build bridges that negotiate win/win outcomes.
- Ensuring our work reflects our personal values so connections continue positively and trust is established for the long-run.
- Using our crafted attraction and qualification funnel (and how we go about it) means that our clients have the opportunity to receive the best possible offers on their property.

PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

Helen Powell

☎ 021 644 234

✉ helen.powell@trinitynetwork.co.nz

Mike Scott

☎ 021463224

✉ mike.scott@trinitynetwork.co.nz

Vendor Transparency Document

Address: 73 Coal Hill Road, Mangawhai

IMPORTANT NOTE: This form is completed by or on behalf of the vendor to set out information about the property known by the vendor, or to the best of the vendors knowledge. It is provided to Purchasers as initial background information only. The statements are not to be relied on by the purchaser or any third party. Nothing in this form constitutes a warranty, guarantee, or obligation of the vendor and none of the information or statements shall be deemed part of any subsequent Sale and Purchase Agreement for the property.

The Vendor agrees that if after signing this form, they become aware of any additional information as described in this form or that may be of any interest to the purchaser, they will notify the Agent immediately to arrange an update to the form which will be provided to the Purchaser. The Vendor also agrees that anything additional discovered by the Agent may be noted on the 'Title & Further Information Form' at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included on other paper if there is not enough space.

Is the Vendor aware of any weather tightness, structural or geotechnical issues (including any past damage)?

☐ Yes ☒ No

Is the Vendor aware of any other damage or defect to the property including cladding, internal walls, roof, guttering, piling or any other hidden or underlying defects etc?

☐ Yes ☒ No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, dux quest plumbing, scrim or any other similar item that in the vendors discretion, considers may be relevant to a purchaser?

☐ Yes ☒ No

Is the Vendor aware of any chattel, fixture or fitting that does not work or is damaged?

☐ Yes ☒ No

Is the Vendor aware of any issues regarding the neighbourhood including road changes, planned developments, phone towers or received any notice or demand from any local or government authority or other statutory body, from any tenant of the property or any other party? Has the vendor given any consent for neighbouring builds, developments or renovations or any other matter?

☐ Yes ☒ No

Is the Vendor aware of any criminal activity, drug use or creation, deaths (other than as a result of natural cause) or other activity or event that in the vendors discretion & opinion, considers may be relevant to a purchaser?

☐ Yes ☒ No

Is the Vendor aware of any outstanding payments on the property including any building work, insulation, chattels, or items that have been agreed to be added to the rates?

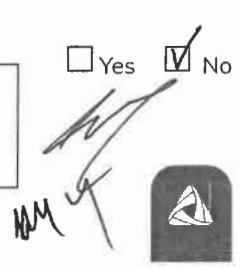

☐ Yes ☒ No

Is the Vendor aware of any work done at the property by any person at any time that was not correctly permitted, consented, signed off or completed in accordance with the applicable laws or Council requirements?

☐ Yes ☒ No

Is the Vendor aware of any matters concerning the boundaries, fencing or title that at the vendors discretion, may cause a prospective purchaser concern? (Eg fencing issues, unclear boundaries or disputes, title complications or requisitions etc)

☐ Yes ☒ No

Vendor Transparency Document

Additional Information Provided by the Vendor:

Has the Vendor completed a Healthy Homes Assessment if tenanted?

☐ Yes ☒ No

Does the property have a Healthy Homes Certificate?

☐ Yes ☐ No ☒ NA

Are there any retaining walls on the property?

☒ Yes ☐ No

Has a Code of Compliance Certificate been issued

☒ Yes ☐ No ☐ NA

Is this a legal Home and Income?

☐ Yes ☐ No

Has a Code of Compliance Certificate been issued?

☐ Yes ☐ No ☒ NA

Is there a wood burner or other fire appliance? *Gas*

☒ Yes ☐ No

Has a Code of Compliance Certificate been issued?

☐ Yes ☐ No ☒ NA

Is the property insulated? ☐ No ☒ Under Floor ☒ Walls ☒ Roof

*will be serviced
powderglazed.*

For all of the above where applicable has the relevant documentation been:

1) Provided by vendor ☐ Yes ☐ No ☐ NA

2) Sited by the agent ☐ Yes ☐ No ☐ NA

If purchaser gets LIM

Describe any renovation work done (even if no consents or certificates were required)?

Is any other information provided by the Vendor?

*House 234 Sqm
Garage about 60 Sqm*

* Vendor: Sign: *[Signature]* Print Name: *Michelle Young* Date: *13/10/24*

* Vendor: Sign: *[Signature]* Print Name: *Gary Young* Date: *13/10/24*

Vendor: Sign: _____ Print Name: _____ Date: _____

For subsequent information established by the Agent see the LIM, Title & District Plan Explanation Form

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Agent will be included in the information pack. It is strongly recommended the Purchaser and/or their lawyer review these documents (which may or may not have been made available to the Agent). The vendor may not have disclosed all information about the property or may have no knowledge of issues that are important or relevant to the purchaser. The purchaser must not rely on this information as complete or accurate and must make their own enquiries and seek professional advice in all respects to fully satisfy themselves as to the condition/suitability of the property and any other matters relevant to the purchaser prior to entering into any contract for sale and purchase.

This form is not part of any Sale and Purchase Agreement for the property.



Understanding Your Title

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.

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 instrumentcannot 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. It is highly recommended to seek further legal/technical advice.

Identifying & Managing Property Risks

Buying a property is a significant investment, and it's essential to be aware of potential risks before making a decision. This guide helps buyers identify key issues in a property and understand the necessary due diligence steps to avoid costly surprises.

It's important to note that real estate agents and vendors are not specialists in identifying structural, environmental, or legal issues. While they may provide general advice, it is important to seek professional advice from building inspectors, surveyors, and legal experts and other specialist reports.

Recognising Property 'Warning Signs'

If a property exhibits any of the following warning signs, further investigation is necessary before proceeding with a purchase.

Structural and Material Concerns:

- Monolithic or Weatherside cladding – These materials may pose water-tightness issues.
- Cracks, chips, or bubbling of cladding – Could indicate structural or moisture problems.
- Flat roof or narrow/no eaves – May require more maintenance and have lower weather resistance.
- Recessed or sloping windows sealed by silicone – Check for leaks or improper sealing.
- Concealed guttering and downpipes – Hidden drainage systems can lead to undetected damage.
- Complex architectural designs – More intricate designs may require specialized inspections.

Interior and Plumbing Issues:

- Signs of dampness – Look for mold, water stains, or musty odors as potential moisture indicators.
- Scrim wall linings – These older materials can be a fire hazard.
- Asbestos materials – Professional assessment may be required for safety.
- Dux Quest plumbing – This type of plumbing has known failure risks and may need replacement.

Structural Risks and Compliance Issues:

- Decks over 1m in height – Ensure they meet stability and council compliance standards.
- Retaining walls over 1.5m – Structural integrity should be carefully assessed and CCC requirements.
- Subsidence concerns – Investigate land stability and foundation strength.
- Obscure boundary lines – Verify property boundaries to avoid legal disputes.

Legal and Unpermitted Work:

- No flashings on windows or doors – This can lead to leaks and weatherproofing failures.
- Signs of unauthorized work – Ensure all renovations or extensions have council approvals.
- Built in the early 1990s to early 2000s – Some properties from this era may have known building issues such as untreated timber.
- Possible criminal activity (drug use/manufacturing) – Look for signs such as chemical odors, covered vents, or unusual wiring.





Scan to access

- S&P Agreement Guide
- Agency Agreement Guide
- Code of Conduct
- In-house Complaints prodecure





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

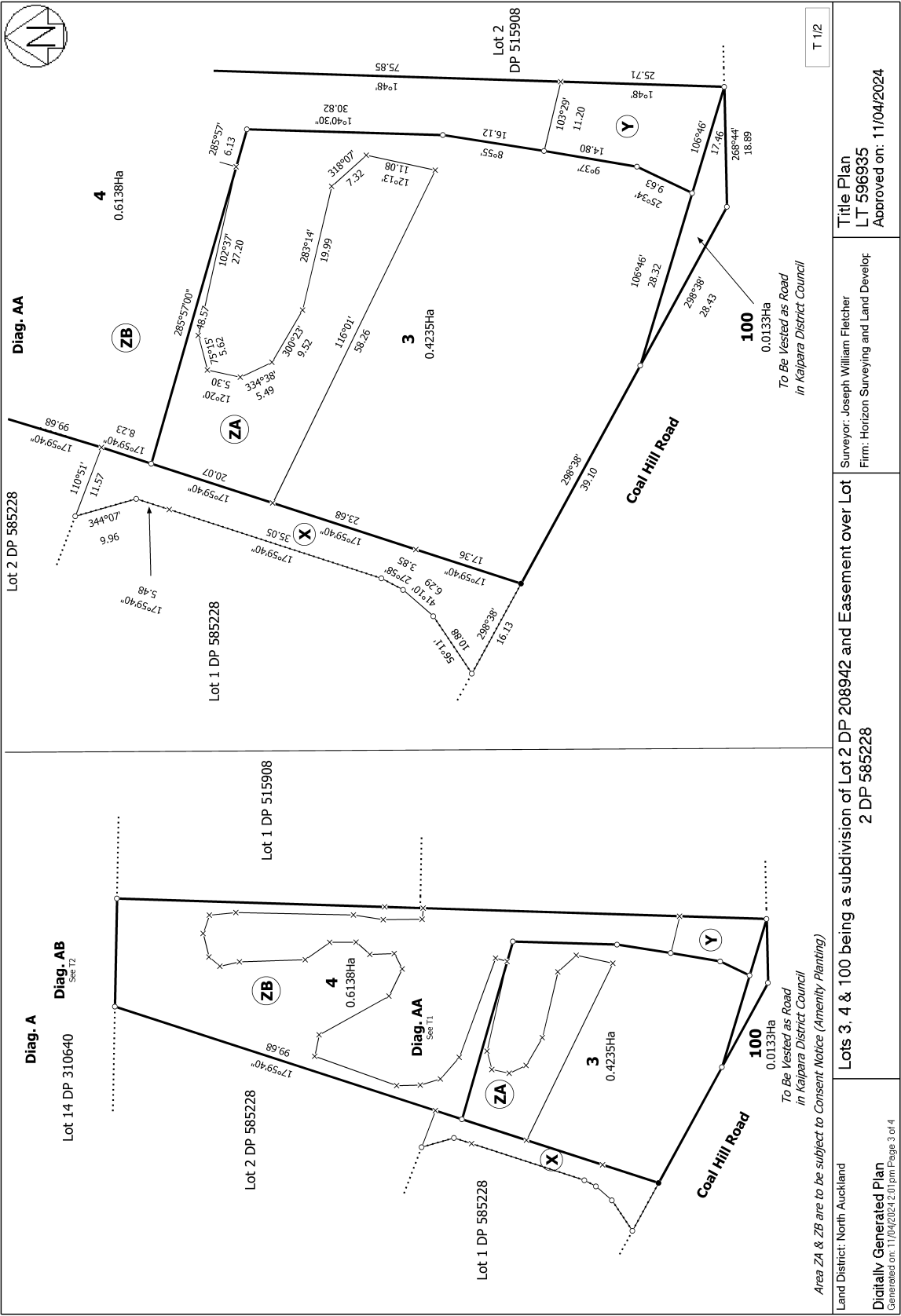
Identifier **1155416**
Land Registration District **North Auckland**
Date Issued 27 May 2024

Prior References
NA135D/611

Estate Fee Simple
Area 4235 square metres more or less
Legal Description Lot 3 Deposited Plan 596935
Registered Owners
Gary Robert Young and Michelle Maree Young

Interests

D649190.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 16.10.2001 at 3.34 pm
Deed of Land Covenant in Transfer D663944.2 - 7.12.2001 at 3.19 pm
7383410.1 Mortgage to Westpac New Zealand Limited - 22.5.2007 at 1:51 pm
12986360.2 Variation of Consent Notice D649190.2 pursuant to Section 221(5) Resource Management Act 1991 - 27.5.2024 at 4:39 pm
12986360.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.5.2024 at 4:39 pm
Appurtenant hereto is a right of way created by Easement Instrument 12986360.5 - 27.5.2024 at 4:39 pm
The easements created by Easement Instrument 12986360.5 are subject to Section 243 (a) Resource Management Act 1991



D 649 190. 2 CONO

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

AND

IN THE MATTER of a subdivision consent as evidenced by Land Transfer Plan No. 208942

AND

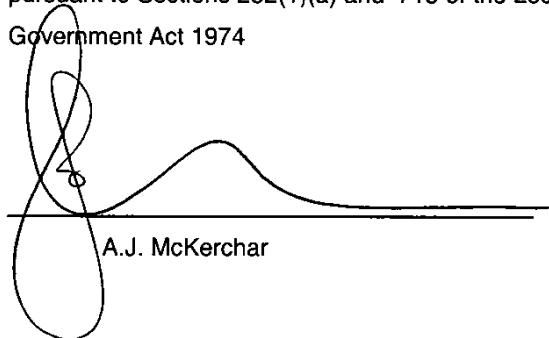
IN THE MATTER of a Consent Notice issued pursuant to Section 221 of the Act by THE KAIPARA DISTRICT COUNCIL ("the Council")

I, ALAN JOHN McKERCHAR Chief Executive Officer for the Council HEREBY CERTIFY that the following condition to be complied with on a continuing basis was imposed by the Council as a condition of approval for the subdivision as effected by Land Transfer Plan No. 208942 ("the plan")
That a Consent Notice pursuant to Section 221 of the Act be prepared and registered against the title to proposed Lot 1 to 9 advising current owners and prospective purchasers that:

- *a maximum of one dwelling may be constructed on each lot.*
- *that an Engineering Report identifying the location of a suitable wastewater effluent disposal site and the most appropriate method of treatment and disposal, must accompany and building consent application for a dwelling.*
- *in the case of Lot 5, the report shall address the effectiveness of the existing system and identify an appropriate reserve area for future effluent disposal.*

DATED at Dargaville this 8th day of October 2001.

SIGNED by the said ALAN JOHN McKERCHAR, Chief Executive Officer for THE KAIPARA DISTRICT COUNCIL pursuant to the authority of the Council given pursuant to Sections 252(1)(a) and 715 of the Local Government Act 1974



A.J. McKerchar

LINZ COPY

3:34 140101 14970.2

1449196.2



View Instrument Details



Instrument No	12986360.2
Status	Registered
Date & Time Lodged	27 May 2024 16:39
Lodged By	Sundvick, Stephen Neil
Instrument Type	Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



Affected Records of Title	Land District
NA135D/611	North Auckland
Affected Instrument	Consent Notice under s221(4)(a) Resource Management Act 1991 D649190.2
Annexure Schedule	Contains 1 Pages.

Signature

Signed by Stephen Neil Sundvick as Territorial Authority Representative on 22/03/2024 12:16 PM

*** End of Report ***

**PARTIAL VARIATION OF CONSENT NOTICE
PURSUANT TO SECTION 221 (3)
RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of Record of Title No NA135D/611
(North Auckland Land Registration
District)

AND

IN THE MATTER of a Consent Notice D649190.2
(North Auckland Land Registration
District)

Pursuant to Section 221(3) of the Resource Management Act 1991 the **KAIPARA DISTRICT COUNCIL** ("the Council") being satisfied that the conditions of subdivision imposed in respect of Lot 2 on Deposited Plan 208942 where such conditions of consent were to be complied with on a continuing basis and were secured by way of a consent notice may now be varied by amending the clauses of Consent Notice D649190.2 to the intent that the following clauses are deleted:

- that an engineering Report identifying the location of a suitable wastewater effluent disposal and the most appropriate method of treatment and disposal, must accompany any building consent application for a dwelling; and
- in the site in the case of Lot 5, the report shall address the effectiveness of the existing system and identifying an appropriate reserve area for future effluent disposal.

It is hereby agreed between the registered proprietor of the land contained in Record of Title No NA135D/611 and the Council that Consent Notice No. D649190.2 (North Auckland Lands Registration District) ("the Consent Notice") can be varied and the parties request the Registrar General of Land to make an entry in the register and on any relevant instrument of title noting that the Consent Notice has been varied.

In all other respects Consent Notice D649190.2 remains unaltered

DATED this 31st day of October 2023

SIGNED by

KAIPARA DISTRICT COUNCIL

by its authorised signatory



Dina Tetzner

View Instrument Details



Instrument No	12986360.3
Status	Registered
Date & Time Lodged	27 May 2024 16:39
Lodged By	Sundvick, Stephen Neil
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
NA135D/611	North Auckland

Annexure Schedule Contains 3 Pages.

Signature

Signed by Stephen Neil Sundvick as Territorial Authority Representative on 22/03/2024 12:16 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
596935 (North Auckland Land
Registration District) ("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 that parcel of land containing 1.0500 hectares more or less being Lot 2 Deposited Plan 208942 and being all the land comprised and described in RT NA135D/611 North Auckland Land Registration District.

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 210411, namely:

1. In respect of Lot 4 on the Plan ("Lot"):

General

- (i) Earthworks, the location of buildings, building foundations and stormwater and wastewater disposal shall be subject to specific engineering design by a suitably qualified Chartered Professional Engineer having regard to any soil instability/saturation issues that may exist or arise as a result of the development. Design shall take into account the recommendations identified in the report titled "Subdivision Suitability Report", reference AMS-G-2626, dated 8 February 2022, prepared by AMS Consultants Ltd, and submitted to Council.

Servicing

- (ii) No physical telecommunication connections are provided. Kaipara District Council will not be responsible for ensuring nor providing telecommunication connections to the Lot.

- (iii) Vector has confirmed that power supply is available to the Lot at the time of subdivision, and that connection will be available to the Lot owner for at least 6 months from December 2023. Any application by the Lot owner to connect the Lot to the Vector network at a date later than 30th June 2024 may mean that additional upgrade works on the Vector network are required by Vector. Any such additional upgrade shall be at the cost of the Lot owner, and Kaipara District Council will not be liable for any future upgrade works that are required.

Firefighting Water Supply

- (iv) Sufficient firefighting water supply shall be provided for any single residential dwelling on the Lot with a minimum volume of 10,000 litres and shall remain accessible and available all year round.
- (v) Unless specifically authorised in writing by Fire and Emergency New Zealand, sufficient firefighting water supply shall be provided for any commercial or industrial land use on the Lot. Sufficient firefighting water supply is deemed to mean meeting full criteria of the Code of Practice for firefighting water supplies (SNZ PAS 4509 2008 New Zealand Fire Service Firefighting Water Supplies Code of Practice).

Built Development/Design Guidelines

- (vi) The following design guidelines shall apply to development on the Lot and shall be confirmed via a design statement from a suitably qualified and experienced landscape architect in support of a building consent application.

Building:

- a. All glazing is to be non-mirrored.
- b. Any building on the Lot is to be finished in the colours found in BS2525 complying with the following:
 - (1) Hue (colour) - All the colours from 00-24 are acceptable;
 - (2) Reflectance Value (RV) and Greyness Groups - The predominant wall colours shall have a RV rating of no more than 30% for greyness group A, B and C - Colours within greyness groups D and E are not permitted.
 - (3) Roofs - A RV rating of no more than 25% for greyness groups A, B and C. Colours within greyness groups D and E are not permitted.

Fencing:

- c. Any fencing shall be restricted to rural type fencing, eg. post and rail, or wire fencing to compliment the rural character of the site.

Earthworks:

- d. Cut and fill batters shall be contoured to naturally sit into the original landscape.
- e. Cut and fill batters should be re-grassed and revegetated as soon as practical following earthworks.

Accessways:

- f. Proposed accessways and driveways shall follow the natural contour of the landscape, avoiding being situated on any prominent ridgeline.
- g. All driveways shall be suited to the rural character of the site. Using chip seal or metal with natural swales is a preferred method otherwise concrete may be used with a black oxide additive or exposed aggregate finish is required.

Maximum Height

- h. The maximum height of all buildings and structures (not including chimneys) within the Lot shall not exceed 6.0m. The height shall be measured using the rolling height method.

2. In respect of Lots 3 and 4 on the Plan (each a "Lot"):

Landscape and Amenity Planting Maintenance

- (i) All landscape and amenity planting on site, being Area "ZA" on Lot 3 and Area "ZB" on Lot 4, shall be maintained in perpetuity in accordance with the approved Landscape Plan dated 14/06/2022 prepared by Dream Planning. Diseased dying or dangerous plants must be removed and replaced in accordance with the approved Landscape Management Plan. Evidence of compliance with this requirement shall be provided to Council in writing from a qualified landscape architect or tertiary qualified horticulturalist specialising in amenity horticulture five (5) years from the date of issue of the Section 224(c) certificate. Maintenance of planting will be monitored by Council for a period of five (5) years from the date of issue of the Section 224(c) certificate. There will be a Council charge for this monitoring payable by the Lot owner.

DATED the

7th


day of

February

2024

SIGNED by
KAIPARA DISTRICT COUNCIL
by its authorised signatory

)
)
)


Dina Tetzner

View Instrument Details



Instrument No 12986360.5
Status Registered
Date & Time Lodged 27 May 2024 16:39
Lodged By Sundvick, Stephen Neil
Instrument Type Easement Instrument



Affected Records of Title	Land District
1155416	North Auckland
1155417	North Auckland

Annexure Schedule Contains 1 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 7383410.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Stephen Neil Sundvick as Grantor Representative on 22/03/2024 12:16 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 Stephen Neil Sundvick as Grantee Representative on 22/03/2024 12:16 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

GARY ROBERT YOUNG and MICHELLE MAREE YOUNG

Grantee

GARY ROBERT YOUNG and MICHELLE MAREE YOUNG

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	"Y" on DP 596935	RT 1155417	RT 1155416

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 2018 and/or Schedule 5 of the Property Law Act 2007

D663944.2T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

Land Registration District

North Auckland

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

135D	610	✓	All	
135D	611	✓	All	
135D	612	✓	All	
135D	613	✓	All	

Transferor Surnames must be underlined

COLLIER PROPERTIES LIMITED

Transferee Surnames must be underlined

COLLIER PROPERTIES LIMITED

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

Fee simple subject to land covenants (continued on page 2 annexure schedule)

Consideration

\$1.00

Operative Clause

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

Dated this 15th **day of** November

200 1

Attestation

SIGNED for and on behalf of
COLLIER PROPERTIES LIMITED by:

.....
Howard Watson Orlando Collier
(Sole Director)

Signature or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

PETER JOHN LANGDON
Solicitor
TAKAPUNA

Certified correct for the purposes of the Land Transfer Act 1952

P. J. LANGDON
Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

15 November 2001

Page

2

of

5

Pages

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

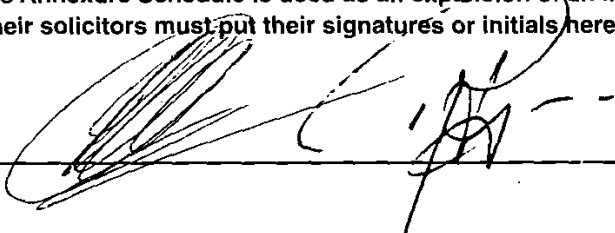
WHEREAS:

- A The Transferor is a registered proprietor of an estate in fee simple in the land described in the First Schedule hereto and in the within Transfer.
- B It is the Transferor's intention that the land described in the First Schedule shall be subject to a general scheme applicable to and for the benefit of all the land described in the First Schedule, and that the owner or occupier of the land described in the First Schedule is to be bound by the stipulations and restrictions set out in the Second Schedule and that the respective owners and occupiers for the time being of any of the land described in the First Schedule may be able to enforce the observance of the stipulations and restrictions by the owners or occupiers for the time being of the land described in the First Schedule in equity or otherwise.

OPERATIVE PART:

- 1 In consideration of the sum of \$1.00 paid by the Transferee to the Transferor (the receipt of which is acknowledged) the Transferor transfers to the Transferee all the Transferor's estate in the land first described subject to the covenants contained herein.
- 2 The Transferee covenants and agrees with the Transferor for the benefit of the land described in the First Schedule that the Transferee will at all times observe and perform all the stipulations and restrictions contained in the Second Schedule to the intent that each of the stipulations and restrictions shall enure for the benefit of all the land described in the First Schedule.
- 3 The Transferee shall as regards to the stipulations and restrictions, be liable only in respect of breaches of them which occur while the Transferee is the registered proprietor of the land described in the First Schedule or any part of that land in respect of which any breach occurs.
- 4 The Transferor covenants with the Transferee that the Transferor will at all times deal with things necessary to ensure compliance with this deed.
- 5 The Transferee covenants that the Transferee will at all times keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of the covenants and restrictions.

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



Annexure Schedule

Insert below:-

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

Transfer

dated

15 November 2001

page

3

of

5

pages

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

FIRST SCHEDULE

135D/610 – All

135D/611 – All

135D/612 – All

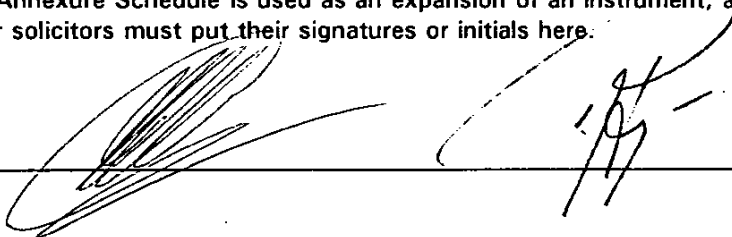
135D/613 – All

SECOND SCHEDULE

Covenants by Transferee:

- 1 The proprietor of the land in the First Schedule ("the proprietor") shall:
 - (a) Not to erect on the property any building other than a single private dwelling house designed for occupation as a single family home together with a garage and/or other domestic outbuildings, costs associated with a private dwelling-house.
 - (b) Ensure that the dwelling-house comprises all exterior sheeting and finishing including exterior painting before it is occupied as a residence.
 - (c) Not to erect on the property any one or more glass houses or other plant growing structures having walls constructed of transparent, semi-transparent or solid material and having a floor area in excess of 10 square metres without the prior written consent of the Transferor which approval may be declined at the sole discretion of the Transferor in all respects **PROVIDED HOWEVER** that should any glass house or other structure be erected on the land with a floor area of less than 10 square metres then there shall be no more than one such structure erected on each of Lot numbers 1, 2 3 and 4 on Deposited Plan 208942.
 - (d) Not to permit the property to be used for any trade or commercial premises except as may be allowed as a permitted activity under the relevant zoning of the property by the relevant authority.
 - (e) Not to use the property as a piggery or for commercial poultry purposes nor for any purpose which proves noxious, noisome or offensive to the owners or occupiers of the lots specified in the First Schedule hereto.

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



Annexure Schedule

Insert below:-

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

Transfer

dated

15 November 2001

page

4

of

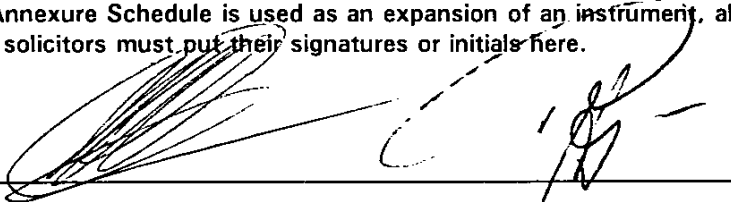
5

pages

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

- (f) Not to use or place or permit, be erected, transported or placed on the property any second hand dwelling-house or building of any type of description without the prior written consent of the Transferor which approval may be declined at the sole discretion of the Transferor in all respects.
 - (g) Not to erect or place or permit to be erected or placed on the property any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation whether temporarily or otherwise.
 - (h) Not lodge any objection or any application for a Resource Consent in respect of the subdivision, or in respect of any adjoining land owned by the vendor so long as the Resource Consent Application relates to a residential development generally in accordance with prevailing plans of the relevant Authority.
- 2 In implementing the above specified land covenant, the Transferor and the Transferee agree as follows:
- (a) The Transferor shall have the right at its discretion to assign to any person, persons or organizations approved by the Transferor the Transferor's power of approval as herein before set out and the decision of such person, persons or organizations shall be binding on the Transferee as if made by the Transferor.
 - (b) After the date upon which the Transferor so assigns its right pursuant to clause 2(a) above, there shall be no obligation on any owner to obtain consent to the erection of any building that replaces a building that has been destroyed or damaged by fire so as to be irreplaceable so long as the full amount of insurance moneys payable in respect of such damage are applied in towards rebuilding.
 - (c) The registered proprietors for the time being of the lots specified in the First Schedule hereto shall be entitled to subdivide (within the meaning of that expression as defined by the Resource Management Act 1991) as is from time to time permitted by the Local Authority having jurisdiction provided that it is **MUTUALLY AGREED** that the subdivided land shall contain similar restrictive covenants as are herein set out.

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

The block contains two handwritten signatures. The signature on the left is a large, stylized cursive signature. The signature on the right is a smaller, more compact cursive signature. Both are written in dark ink.

Annexure Schedule

Insert below:-

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

Transfer

dated

15 November 2001

page

5

of

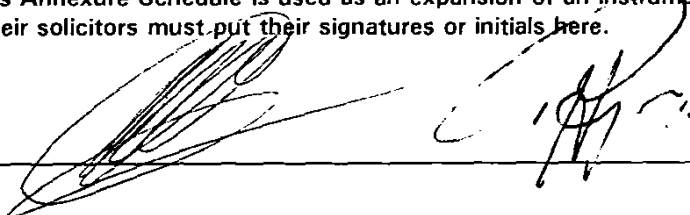
5

pages

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

- (d) If there should be any breach or non-observance of any of the covenants and conditions as are herein set out and without prejudice to any other rights in:
- (i) the Transferee upon demand pay the Transferor as liquidated damages the sum of \$5,000.00 or a sum equal to one quarter of the cost of any building, structure or improvement erected, repaired or completed in breach of the foregoing covenants whichever shall be the greater.
 - (ii) the Transferee shall remove or cause to be removed from the property any building, structure or improvements so erected, repaired or completed in breach or non-observance of the foregoing covenant.

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

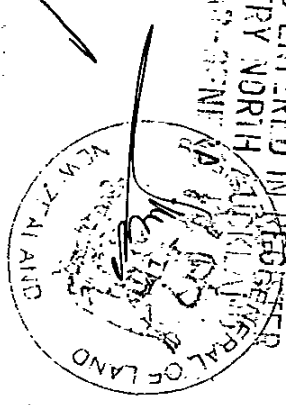


TRANSFER

Land Transfer Act 1952

~~David~~
Land Covenant
Transfer

km Cx.



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH
for REGISTRAR-GENERAL

3.19 07.DEC01 D 663944.2

LIVZ COPY

LANGDON & CO
SOLICITORS
TAKAPUNA

This page is for Land Registry Office Use Only.



Land Information Memorandum

Application

Gary Young	No.	L250558
Michelle Young	Application date	29/09/2025
73 Coal Hill Road	Issue date	6/10/2025
Mangawhai 0505	Phone	027 485 5739
	Fax	

Please Note: This LIM report contains information for the entire legal description below.

Property

Valuation No.	0123100848
Location	73 Coal Hill Road, Mangawhai
Legal Description	Lot 3 DP 596935
Owner	Young Gary Robert: Young Michelle Maree
Area (hectares)	0.4235

Rates

Government Valuation	
Land	\$900,000
Capital Value	\$2,300,000
Improvements	\$1,400,000
Current Rates Year 2025 to 2026	
Annual Rates	\$4,052.75
Current Instalment	\$1,013.19
Current Year - Outstanding Rates	\$ 0.00
Arrears for Previous Years	\$ 0.00
Next Instalment Due	20/11/2025
Note: Rates are charged in four instalments for the period commencing 1 July and ending 30 June each year.	
Please refer to the Kaipara District Council Long Term Plan 2024/2027 and to the Kaipara District Council Development Contribution Policy 2024 which can be found at the Council website www.kaipara.govt.nz .	

Planning/Resource Management

Zoning:	Kaipara District Plan 2013: Rural – Mangawhai Harbour Overlay. See attached information regarding the District Plan.
Full details of the zone requirements are found in the current District Plan. Relevant zone ordinance can be found at the Council website .	
9/08/22	RESOURCE CONSENT 210411: Proposed Subdivision of 2 sites Lots 2 and 3 DP 208942 at 67 and 73 Coal Hill Road Mangawhai breaching General Rural Subdivision 12.12.1 and Telecommunications 12.15.8 Stage 1 Created DP 585228 Stage 2 Created DP 596935 Section 224 Issued 7/02/24: GRANTED BY LOCAL AUTHORITY OFFICER 19/07/22.
	RM210411 Consent Notices in respect of Lots 3 and 4 on the Plan (each a "Lot"): Landscape and Amenity Planting Maintenance (i) All landscape and amenity planting on site, being Area "ZA" on Lot 3 and Area "ZB" on Lot 4, shall be maintained in

perpetuity in accordance with the approved Landscape Plan dated 14/06/2022 prepared by Dream Planning. Diseased, dying or dangerous plants must be removed and replaced in accordance with the approved Landscape Management Plan. Evidence of compliance with this requirement shall be provided to Council in writing from a qualified landscape architect or tertiary qualified horticulturalist specialising in amenity horticulture five (5) years from the date of issue of the Section 224(c) certificate. Maintenance of planting will be monitored by Council for a period of five (5) years from the date of issue of the Section 224(c) certificate. There will be a Council charge for this monitoring payable by the Lot owner. **Copy of Approved Plans attached.**

Note: Not all conditions of consent have been satisfied. There may be further costs associated with satisfying the conditions of consent in relation to Landscape Monitoring.

8/02/01 RESOURCE CONSENT 001129: ADJUSTING THE BOUNDARIES OF TEN EXISTING Section 7 Block IV Mangawhai SD ALLOTMENTS APPROVED UNDER RM001059 - created DP 208942 Section 321 Notice (LGA) Issued 8/10/01: GRANTED UNDER DELEGATED AUTHORITY 16/01/01.

RM001129 Consent Notice for Lots 1 - 9: maximum of one dwelling per lot. Engineering report identifying suitable site for effluent disposal and the most appropriate method of treatment and disposal must accompany any building consent for a dwelling. Lot 5 to address effectiveness of existing system and identify reserve area for future effluent disposal.

Access is private and not maintained by Council.

No other information located.

Building

/02/07 BUILDING CONSENT 060998: New Dwelling and Garage: Code Compliance Certificate issued 1/09/08.

14/11/06 BUILDING CONSENT 060841: Build a Retaining Wall: Code Compliance Certificate issued 1/09/08

No other information located.

Sewer and Water

Sewer Not available

Stormwater No information located.

Water Not available

Copy of drainage plan attached.

Any on-site wastewater system for the property may need to comply with Council inspection and maintenance regime under the Councils [Wastewater Drainage Bylaw 2016](#). This bylaw is located on [KDC website](#).

Record on file indicates inspection and clean was undertaken on 21st January 2019.

No other information located.

Land and Building Classifications

No information located.

Refer to copy of map from District Plan for other classifications in the immediate vicinity.

Compliance with Swimming Pool Bylaw

No pool registered to this property.

No information located.

No information located.

No information located.

Information related to the availability of supply, authorisations etc (eg, electricity or gas) can be obtained from the relevant Network Utility Operator.

No title search has been done on this property.

1. Final inspections on buildings were not mandatory prior to 1 January 1993. Should an evaluation of the building be required an independent qualified person should be consulted. In the interests of safety, an inspection of any fireplace within the dwelling may be requested of Council at any time, after paying the appropriate fee.
2. Every care has been taken to ensure that the information supplied by the Council on this form is accurate. The Council relies on information available to it and will not be held responsible for incomplete or inaccurate information provided, or for any errors or omissions made in good faith.
3. Please note that the property was neither inspected nor visited during the preparation of this Land Information Memorandum. Information is based on a search of Council records only and no inspection of the land or any building on it will be undertaken for the purpose of preparing the Report.
4. Other information may be held by other authorities, for example the [Northland Regional Council](#) or [Heritage New Zealand](#).
5. This Land Information Memorandum is a disclosure of information (which may be historical) held by the Council at the time of application and is subject to change.
6. Any enquiry not accompanied by a fee will be invoiced separately. (All prices are GST inclusive).
7. No Record of Title was supplied with this application for this Land Information Memorandum. The Council therefore does not warrant that the information supplied is related to the correct property.
8. Any Resource or Building consents run with the land; if the project is incomplete, there may be existing/additional charges to pay for which the new owner will be liable.
9. A Development Contribution and or Financial Contribution may be payable if development is carried out, the effect of which is to require new or additional assets or assets of increased capacity and as a consequence Council incurs capital expenditure to provide appropriately for those assets and that capital expenditure is not otherwise funded or provided for. Future rating policies are outlined in Council's Long Term Plan 2024-2027.

Name:

Date: 6/10/2025.

Performance Standards of the Kaipara District Plan 2013

To view the performance standards (rules) for each zone please refer to the relevant chapter of the Kaipara District Plan 2013:

Rural - Chapter 12

Residential - Chapter 13

Business: Commercial and Industrial - Chapter 14

Māori Purposes: Māori Land – Chapter 15A

Māori Purposes: Treaty Settlement Land – Chapter 15B

Estuary Estates – Chapter 16

Estuary Estates - Chapter 16A – Trifecta Development Area

All Zones - Chapter 10 Network Utilities and Chapter 11 Transport Network

How can I view the Kaipara District Plan 2013?



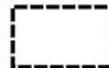

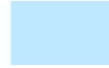

If you have access to the internet and want access to the most up to date information, visit the website

www.kaipara.govt.nz

If you do not have access to a computer, you can visit one of the following locations to view a hard copy of the Plan:

Venue	Opening Hours	
Kaipara District Council Office – Dargaville 32 Hokianga Road Dargaville Telephone 0800 727 059	Monday – Tuesday Wednesday Thursday - Friday	8.00am to 4.30pm 9.00am to 4.30pm 8.00am to 4.30pm
Kaipara District Council Office – Mangawhai Unit 5, The Hub 6 Molesworth Drive Telephone 0800 727 059	Monday – Friday	9.30am to 3.00pm
Dargaville Library Corner Poto and Normanby Streets Dargaville Telephone 0800 534 542	Monday – Wednesday Thursday Friday Saturday	9.30am to 5.00pm 9.30am to 6.00pm 9.30am to 5.00pm 9.30am to 12.30pm
Mangawhai Library 45 Moir Street Mangawhai Telephone 0800 532 542	Tuesday - Wednesday Thursday Friday Saturday	10.00am to 5.00pm 10.00am to 6.00pm 10.00am to 5.00pm 10.00am to 1.00pm
Kaiwaka Library Corner State Highway 1 and Kaiwaka Mangawhai Road Kaiwaka Telephone (09) 431 2539	Monday Tuesday Wednesday - Saturday	4.00pm to 6.00pm Closed 10.00am to 2.00pm
Maungaturoto Library Centennial Building Hurdall Street Maungaturoto Telephone (09) 431 8811	Monday – Tuesday Wednesday Thursday – Saturday Friday Terms 1 & 4 also	10.30am to 1.00pm 10.30am to 4.00pm 10.30am to 1.00pm 4.00pm to 6.00pm
Paparoa Library Brook House 1980 Paparoa Valley Road State Highway 12 Paparoa Telephone (09) 431 7555	Monday Tuesday Wednesday Thursday Friday Saturday	2.00pm to 4.30pm 10.00am to 1.00pm 2.00pm to 4.30pm 10.00am to 4.00pm 11.00am to 1.30pm 10.00am to 12.00pm


All Maps

-  State Highway
-  Railway
-  Bridge or Causeway
-  Unformed Road
-  Sea, Lakes and Rivers
-  Parcel Boundary

Map Series One - Land Use

-  Estuary Estates
-  Rural
-  8m Height Restriction
-  Business: Commercial
-  Business: Industrial
-  Residential
-  Maori Land
-  Treaty Settlement
-  Estuary Estates
-  East Coast Overlay
-  Harbour Overlay
-  Kai Iwi Lakes Overlay
-  West Coast Overlay

Map Series Two - Sites, Features and Units

-  Heritage Resource
-  Notable Tree
-  Maungaturoto Dairy Factory Wastewater Pipeline
-  110-220 kV Electricity Transmission Line
-  50 kV Electricity Transmission Line
-  Designation Areas
-  Outstanding Natural Landscape
-  Reserve Management Units
-  Areas of Significance to Maori
-  Maungaturoto Dairy Factory Noise Contour Boundary (45dBA leq)

Rates Information - 2025/26

Valuation ID	0123100848	Old Valuation ID	C:0123100804
Property Description			
Location (GIS)	73 Coal Hill Road, Mangawhai		
	View in Google Maps		
Legal Description	Lot 3 DP 596935		
Division of	0123100804		
Certificate of Title	1155416		
Use	21 Lifestyle: Single Unit	Category	LI200B
TORAS	111000	Category Group	Lifestyle Improved with Residential Accommodation
Tenure	Property is not leased. Owner is also occupier.	Category Condition	Average - Good Economic
Ownership	Private: Individual	Ward	4
Rateability	Rateable	Region	1
Apportionment	Std property - Not Applicable, Not apportionment	Zone	1A

Valuations

Area (Hectares)	0.4235	Land Value	900,000
Improvements	1,400,000	Capital Value	2,300,000
Nature of Improvements	DWG FG OI		
Valuation Date	1/09/23		

Rates for Current Year - 2025/26

Type	Description (Basis)	Factor	Amount \$
002	Uniform Annual General Charge - Rating Unit	1.00	725.00
081	Mangawhai Harbour Restoration (MHR) - Rating Unit	1.00	80.00
233	General Rate Residential & Small Sized Lifestyle - (L)	900,000.00	2,021.76
239	Parks and Libraries Targeted Rate - (U)	1.00	384.34
242	Museums Targeted Rate - (U)	1.00	14.00
	** Kaipara District Council Sub-Total		3,225.10
250	NRC Targeted Council Services Rate - (U)	1.00	262.32
253	NRC Pest Management Rate - (U)	1.00	125.86
254	NRC Targeted Flood Infrastructure Rate - (U)	1.00	41.66
255	NRC Targeted Emergency and Hazard Management Rate - (U)	1.00	77.38
256	NRC Targeted Regional Rescue Services Rate - (U)	1.00	8.87
257	NRC Targeted Regional Sporting Facilities Rate - (U)	1.00	16.09
259	NRC Targeted Land and Freshwater Management Rate - (L)	900,000.00	268.47
260	NRC Targeted Regional Economic Development Rate - (L)	900,000.00	27.00
	** Regional Council Sub-Total		827.65
	Total Rates Levied 2025/26		4,052.75
	(GST on Rates Levied)		528.62
	Rates Last Year 2024/25		3,664.24
	Last Year's Final Instalment		916.06

Rates Last Year 3,664.24 Instalments YTD 1,013.19 Current Instalment 1,013.19

History

Year	Land Value	Capital Value	Annual Rates
2024/25	900,000	2,300,000	3,664.24



Title Plan - LT 596935

Survey Number	LT 596935
Surveyor Reference	21659 73 Coal Hill Road
Surveyor	Joseph William Fletcher
Survey Firm	Horizon Surveying and Land Development Limited
Surveyor Declaration	

Survey Details

Dataset Description	Lots 3, 4 & 100 being a subdivision of Lot 2 DP 208942		
Status	Initiated		
Land District	North Auckland	Survey Class	Class B
Submitted Date		Survey Approval Date	
		Deposit Date	

Territorial Authorities

Kaipara District

Comprised In

RT NA135D/611
RT 1103056

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 3 Deposited Plan 596935	Fee Simple Title	0.4235 Ha	1155416
Lot 4 Deposited Plan 596935	Fee Simple Title	0.6138 Ha	1155417
Lot 100 Deposited Plan 596935	Vesting on Deposit for Road	0.0133 Ha	
Area Y Deposited Plan 596935	Easement		
Area ZA Deposited Plan 596935	Covenant - Land		
Area ZB Deposited Plan 596935	Covenant - Land		
Area X Deposited Plan 596935	Easement		
Total Area		<hr/> 1.0506 Ha	

Schedule / Memorandum

Land Registration District

North Auckland

Survey Number

LT 596935

Territorial Authority (the Council)

Kaipara District

Memorandum of Easements

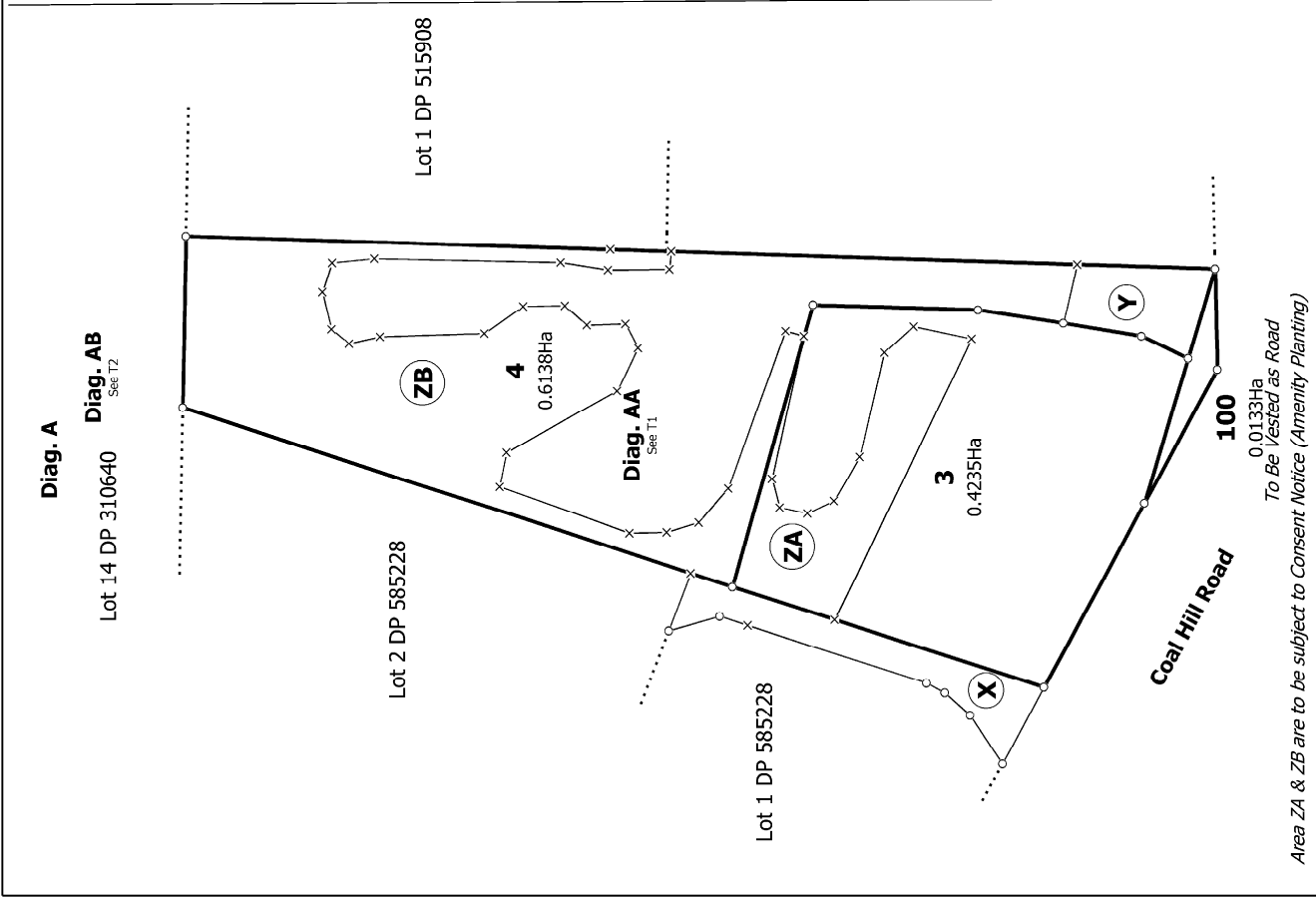
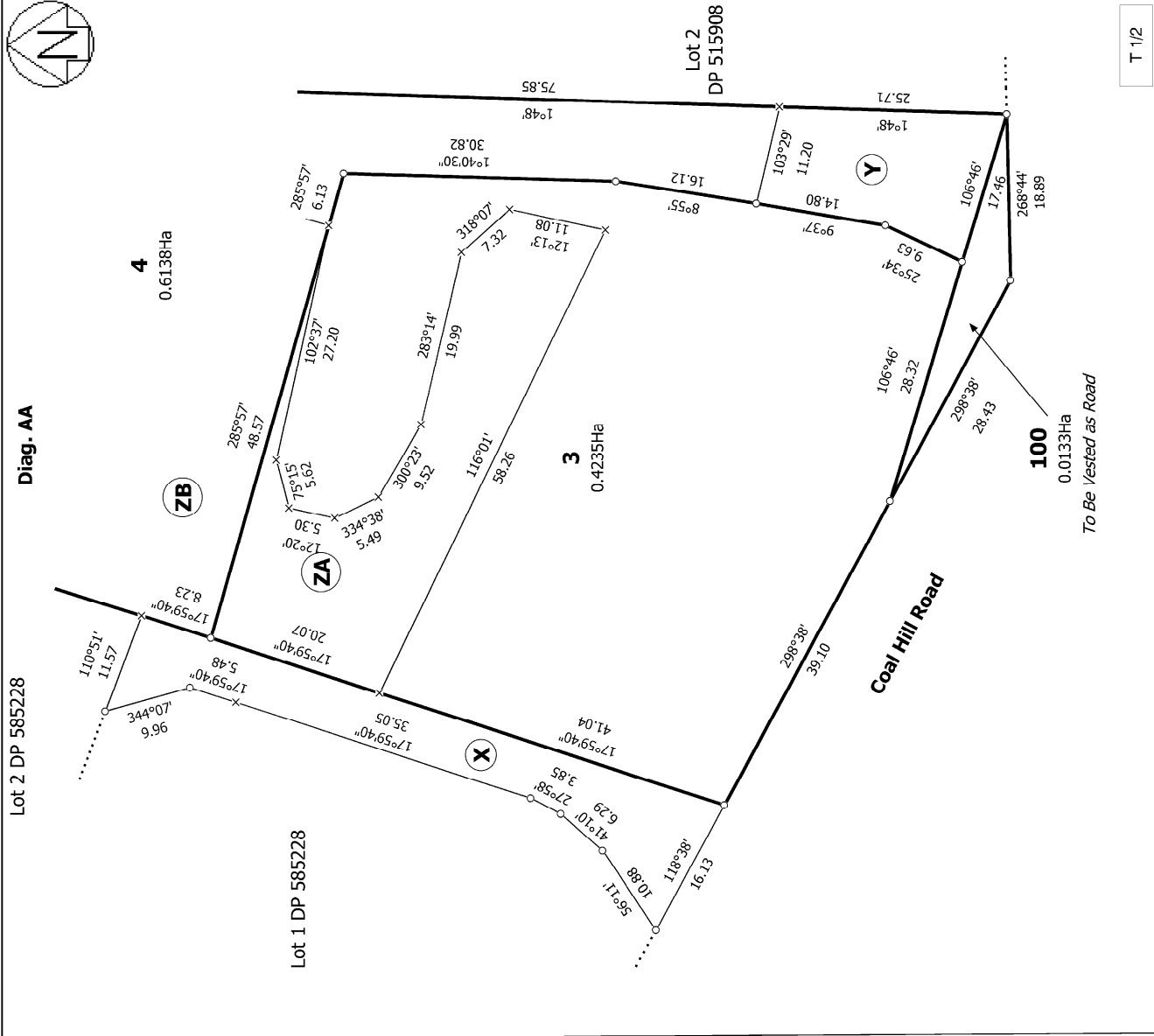
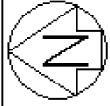
Last Edited: 11 Oct 2023 13:22:17

<u>Purpose</u>	<u>Shown</u>	<u>Burdened Land</u> <u>(Servient Tenement)</u>	<u>Benefited Land</u> <u>(Dominant Tenement)</u>
Right of way	Y	Lot 4	Lot 3
Right to convey electricity	X	Lot 2 DP 585228	Lot 4

Notes

Last Edited: 28 Sep 2023 13:29:39

Area ZA and ZB to be subject to a Consent Notice (Amenity Planting)



Land District: North Auckland	Lots 3, 4 & 100 being a subdivision of Lot 2 DP 208942	Surveyor: Joseph William Fletcher Firm: Horizon Surveying and Land Develop	Title Plan LT 596935 DRAFT
Digitally Generated Plan			
Generated on: 11/10/2023 1:55pm Page 3 of 4			



Lot 14 DP 310640

Lot 2 DP 585228

Lot 1 DP 515908

Lot 2 DP 515908

T 2/2

Land District: North Auckland

Digitally Generated Plan

Generated on: 11/10/2023 1:55pm Page 4 of 4

Lots 3, 4 & 100 being a subdivision of Lot 2 DP 208942

Surveyor: Joseph William Fletcher
Firm: Horizon Surveying and Land Develop.

Title Plan
LT 596935
DRAFT

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
596935 (North Auckland Land
Registration District) ("**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 that parcel of land containing 1.0500 hectares more or less being Lot 2 Deposited Plan 208942 and being all the land comprised and described in RT NA135D/611 North Auckland Land Registration District.

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 210411, namely:

1. In respect of Lot 4 on the Plan ("**Lot**"):

General

- (i) Earthworks, the location of buildings, building foundations and stormwater and wastewater disposal shall be subject to specific engineering design by a suitably qualified Chartered Professional Engineer having regard to any soil instability/saturation issues that may exist or arise as a result of the development. Design shall take into account the recommendations identified in the report titled "Subdivision Suitability Report", reference AMS-G-2626, dated 8 February 2022, prepared by AMS Consultants Ltd, and submitted to Council.

Servicing

- (ii) No physical telecommunication connections are provided. Kaipara District Council will not be responsible for ensuring nor providing telecommunication connections to the Lot.

- (iii) Vector has confirmed that power supply is available to the Lot at the time of subdivision, and that connection will be available to the Lot owner for at least 6 months from December 2023. Any application by the Lot owner to connect the Lot to the Vector network at a date later than 30th June 2024 may mean that additional upgrade works on the Vector network are required by Vector. Any such additional upgrade shall be at the cost of the Lot owner, and Kaipara District Council will not be liable for any future upgrade works that are required.

Firefighting Water Supply

- (iv) Sufficient firefighting water supply shall be provided for any single residential dwelling on the Lot with a minimum volume of 10,000 litres and shall remain accessible and available all year round.
- (v) Unless specifically authorised in writing by Fire and Emergency New Zealand, sufficient firefighting water supply shall be provided for any commercial or industrial land use on the Lot. Sufficient firefighting water supply is deemed to mean meeting full criteria of the Code of Practice for firefighting water supplies (SNZ PAS 4509 2008 New Zealand Fire Service Firefighting Water Supplies Code of Practice).

Built Development/Design Guidelines

- (vi) The following design guidelines shall apply to development on the Lot and shall be confirmed via a design statement from a suitably qualified and experienced landscape architect in support of a building consent application.

Building:

- a. All glazing is to be non-mirrored.
- b. Any building on the Lot is to be finished in the colours found in BS2525 complying with the following:
 - (1) Hue (colour) - All the colours from 00-24 are acceptable;
 - (2) Reflectance Value (RV) and Greyness Groups - The predominant wall colours shall have a RV rating of no more than 30% for greyness group A, B and C - Colours within greyness groups D and E are not permitted.
 - (3) Roofs - A RV rating of no more than 25% for greyness groups A, B and C. Colours within greyness groups D and E are not permitted.

Fencing:

- c. Any fencing shall be restricted to rural type fencing, eg. post and rail, or wire fencing to compliment the rural character of the site.

Earthworks:

- d. Cut and fill batters shall be contoured to naturally sit into the original landscape.
- e. Cut and fill batters should be re-grassed and revegetated as soon as practical following earthworks.

Accessways:

- f. Proposed accessways and driveways shall follow the natural contour of the landscape, avoiding being situated on any prominent ridgeline.
- g. All driveways shall be suited to the rural character of the site. Using chip seal or metal with natural swales is a preferred method otherwise concrete may be used with a black oxide additive or exposed aggregate finish is required.

Maximum Height

- h. The maximum height of all buildings and structures (not including chimneys) within the Lot shall not exceed 6.0m. The height shall be measured using the rolling height method.


2. In respect of Lots 3 and 4 on the Plan (each a "Lot"):

Landscape and Amenity Planting Maintenance

- (i) All landscape and amenity planting on site, being Area "ZA" on Lot 3 and Area "ZB" on Lot 4, shall be maintained in perpetuity in accordance with the approved Landscape Plan dated 14/06/2022 prepared by Dream Planning. Diseased dying or dangerous plants must be removed and replaced in accordance with the approved Landscape Management Plan. Evidence of compliance with this requirement shall be provided to Council in writing from a qualified landscape architect or tertiary qualified horticulturalist specialising in amenity horticulture five (5) years from the date of issue of the Section 224(c) certificate. Maintenance of planting will be monitored by Council for a period of five (5) years from the date of issue of the Section 224(c) certificate. There will be a Council charge for this monitoring payable by the Lot owner.

DATED the 7th day of February 2024

SIGNED by
KAIPARA DISTRICT COUNCIL
by its authorised signatory

)
)
)
) 
Dina Tetzner



KEY

Existing Planting at 73 Coal Hill Road (Lot 3 and 4)

Existing Planting 3008² - LOT 3 & 4

Proposed Planting at 67 Coal Hill Road (Lot 1 and 2)

Wetland Planting 1304m² 0.5m 1.4m Spacings
Coprosmia robusta
Cordyline australis
Leptospermum scoparium
Machaerina rubiginosa
Phormium tenax

Dryland Planting 3045m² 1.4m Spacings

Coprosmia robusta
Cordyline australis
Kunzea linearis
Leptospermum scoparium
Myrsine australis
Pomaderris kumeraho
Veronica stricta

AS APPROVED BY
KAIPARA DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RM210411

19/07/2022 knewman

ADDRESS
65 & 73 COAL HILL ROAD, MANGAWHAI

CLIENT / APPLICANT
PAUL & NATALIE KNIGHT AND
MICHELLE & GARY YOUNG

LANDSCAPE PLAN



SCALE 1:750 @ A3

ALL DRAWINGS ARE THE PROPERTY & COPYRIGHT OF DREAM PLANNING

DREAM
PLANNING



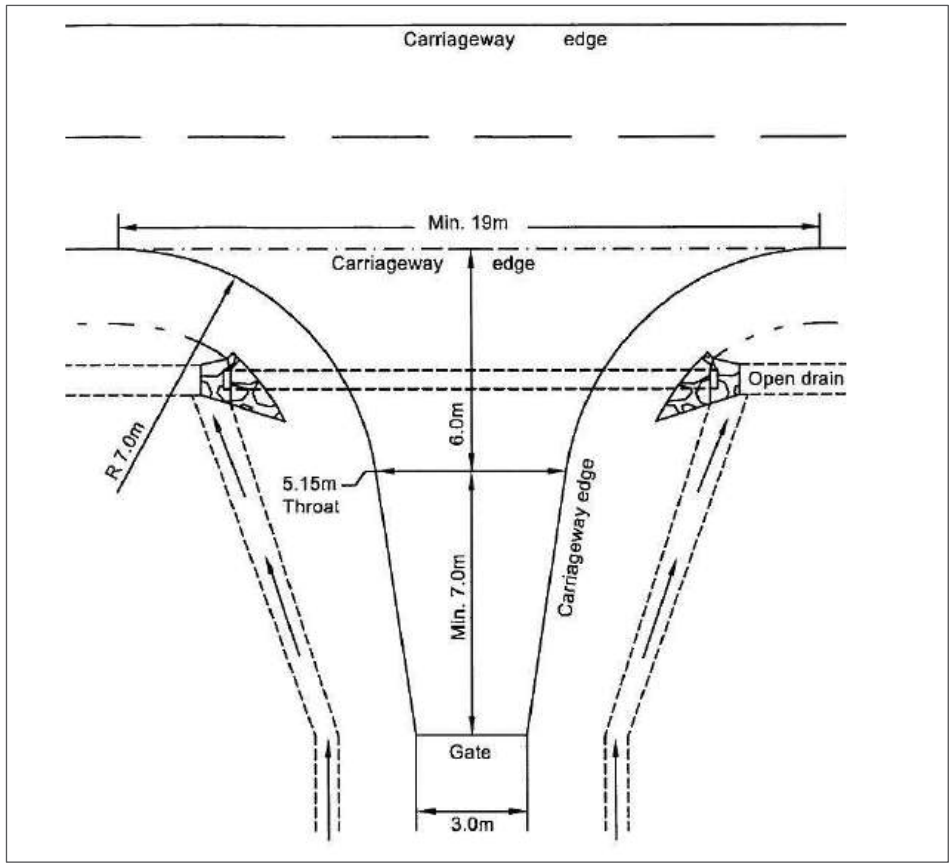
SHEET SIZE	A3
DRAWN BY	EE
REF / VERSION #	DPS21299 - LA RM210411
DATE	01 / 07 / 2022
SHEET	4.0

SITE PLAN OF PROPOSED VEHICLE CROSSING LOCATION

SCALE: 1:1750@A3



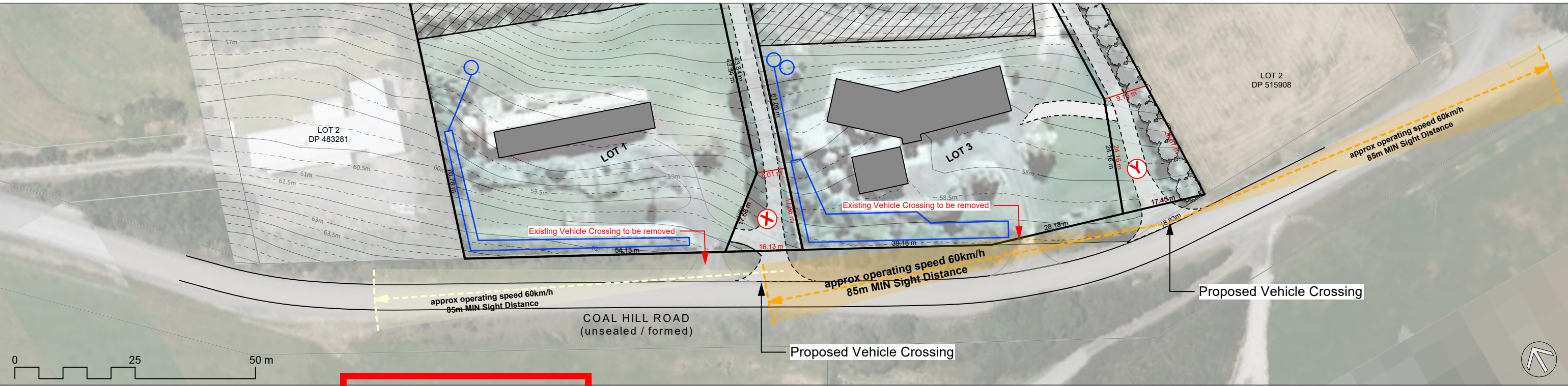
DETAILED CONSTRUCTION REQUIREMENT PLAN



VIEW FROM PROPOSED VEHICLE CROSSING



SITE PLAN OF TRAFFIC SIGHT LINES AT VEHICLE CROSSING - SCALE 1:800@A3



AS APPROVED BY
KAIPARA DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RM210411

19/07/2022 knewman

TABLE OF MIN SIGHT DISTANCE

	40	50	60	70	80	90	100	110
Minimum sight distance sealed (m)	40	45	65	85	105	130	160	200
Minimum sight distance unsealed (m)	45	65	85	115	145	165	230	

NOTE:
Proposed Vehicle Crossing to be constructed in
accordance with Council Engineering Standards 2011

ADDRESS 65 & 73 COAL HILL ROAD, MANGAWHAI
CLIENT / APPLICANT PAUL & NATALIE KNIGHT AND
MICHELLE & GARY YOUNG

PROPOSAL PROPOSED STAGED SUBDIVISION OF
Lot 3 DP 208942 (NA135D/612) &
Lot 2 DP 208942 (NA135D/611)
INTO 4 FREEHOLD LOTS AT
65 & 73 COAL HILL ROAD, MANGAWHAI

CT # NA135D/612 SITE AREA 1.0490 Ha
NA135D/611 1.0500 Ha

DISCLAIMER
THE INFORMATION SHOWN ON THIS DRAWING IS FOR THE SOLE PURPOSE
OF SUPPORTING A SUBDIVISION CONSENT APPLICATION UNDER THE
RESOURCE MANAGEMENT ACT 1991 TO KAIPARA DISTRICT COUNCIL. THE
INFORMATION MUST NOT BE USED FOR ANY OTHER PURPOSE. AREAS
AND MEASUREMENTS ARE SUBJECT TO KAIPARA DISTRICT COUNCIL AND
LINZ FINAL APPROVAL.

ENGINEERING PLAN

SCALE AS SHOWN

ALL DRAWINGS ARE THE PROPERTY & COPYRIGHT OF DREAM PLANNING

DREAM
PLANNING

dream-inc.co.nz | 4 WOOD ST | MANGAWHAI HEADS

SHEET SIZE
A3

DRAWN BY
EE

REF / VERSION #
DPS21299- ENG

DATE
RM210411

01 / 07 / 2022

SHEET
5.0



AS APPROVED BY
KAIPARA DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RM210411

19/07/2022 knewman

ADDRESS **67 & 73 COAL HILL ROAD, MANGAWHAI**

CLIENT / APPLICANT PAUL & NATALIE KNIGHT AND
MICHELLE & GARY YOUNG

CONCEPT PLAN STAGE 1



SCALE 1:750 @ A3

ALL DRAWINGS ARE THE PROPERTY & COPYRIGHT OF DREAM PLANNING

DREAM
PLANNING



dream-inc.co.nz | 4 WOOD ST | MANGAWHAI HEADS

SHEET SIZE **A3**

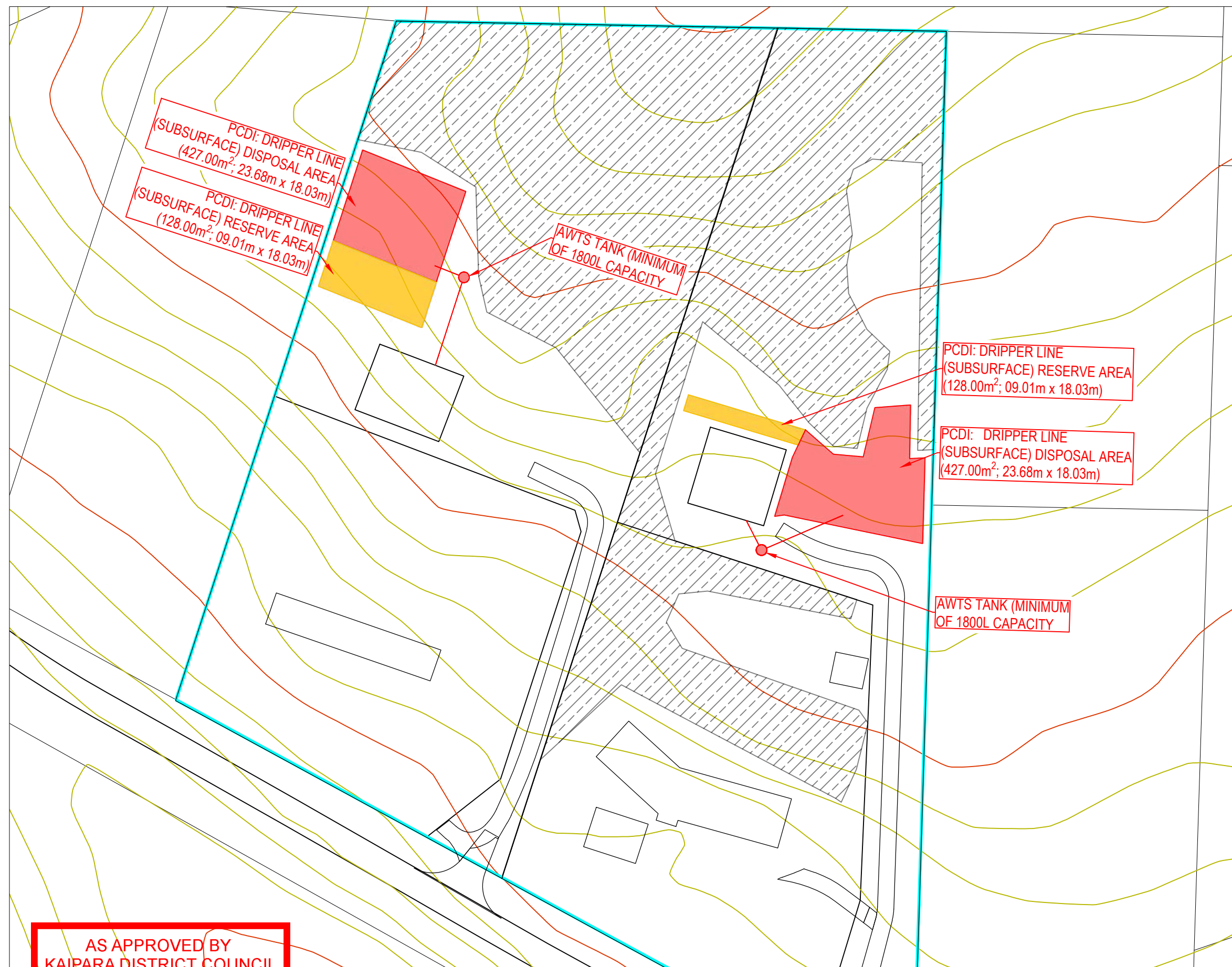
DRAWN BY **EE**

REF / VERSION #

DPS21299 - LA
A - 211026

DATE
22 / 03 / 2022

SHEET
5.0



NOTE:

1. REFER TO ARCHITECTS PLANS FOR DETAILS OF BUILDING LOCATION AND LAYOUT.
2. STORMWATER RUNOFF FROM THE ROOF AREA OF THE NEW DWELLINGS AND BARN SHALL BE PIPED AND RELEASED INTO 1x 5,000L WATER TANKS FOR ATTENUATION.
3. THE ATTENUATION SHALL BE CARRIED BY A >10MM DIAMETER ORIFICE PIPE FIXED TO THE MANUFACTURER'S OUTLET POINT OF THE TANK. THE OVERFLOW PIPE SHALL BE EQUAL TO OR GREATER THAN THE INLET PIPE AND SHALL FLOW INTO AN 16m SPREADER BAR.
4. THE EFFLUENT DISPOSAL SYSTEM IS TO USE A MINIMUM OF 1500L AWTS TANK (SUCH AS HYND'S LIFESTYLE TANK OR SIMILAR) WITH OUTLET FILTER (SUCH AS CARTRIDGE FILTER OR SIMILAR), PLUS 480m DRIPPER LINES DISPOSAL.
5. PLEASE REFER TO THE REPORT FOR DETAILS.

AS APPROVED BY
KAIPARA DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RM210411

19/07/2022 knewman

REV	DATE	DESCRIPTION	BY
1	28-06-2022	PROPOSED STORMWATER AND WASTEWATER PLAN	YK



AMS CONSULTANTS LTD
30 TAHI TERRACE
GLEN EDEN, AUCKLAND
02102435447

CLIENT:	DREAM PLANNING	DRAWN:	YK	PROJECT:	AMS-C-2626
ADDRESS:	67-73 COAL HILL ROAD, MANGAWHAI 0975	CHECKED:	AS	DRAWING:	C101
TITLE:	PROPOSED SW&WW PLAN	REVISION:	1	SCALE:	1:750
		DATE:	28-06-2022	SHEET:	A3

Code Compliance Certificate 060998

Form 7, Section 95, Building Act 2004

G and M Young
P.O.Box 401067
Mangawhai Heads

Issue Date: 1/09/08
Overseer: Derek Free

THE BUILDING:

Street Address of Building:	73 COAL HILL ROAD, MANGAWHAI
Valuation Number:	0123100804
Legal Description:	LOT 2 DP 208942 BLK III MANGAWHAI SD - S UBJ TO ESMT
Building Name:	New dwelling and Garage
Location of Building within site/block number:	
Level/Unit Number:	
Current Lawfully Established Use:	owners use
Year First Constructed:	

THE PROJECT:

Description:	New Dwelling and Garage NEW (& PREBUILT) HOUSE, UNIT, BACH, CRIB, TOWN HOUSE
Type of Work:	
Intended Use:	
Intended Life:	Indefinite, but not less than 50 years
Stages:	Being Stage 1 of an intended 1 Stages

THE OWNER:

Owners Name:	G and M Young		
Owners Mailing Address:	P.O.Box 401067, Mangawhai Heads		
Street Address/Registered Office:			
Phone Number	Landline: 4314739	Daytime:	After Hours:
	Mobile: 0274855738	Fax: 4314739	
Email:	Website:		

FIRST POINT OF CONTACT:

First Point of Contact:	As above
-------------------------	----------

BUILDING WORK:

Building Consent Number:	060998
Issued By:	Kaipara District Council

This Code Compliance Certificate is issued by the Kaipara District Council. As the Building Consent Authority it is satisfied, on reasonable grounds that :

- (a) the building work complies with the Building Consent 060998
- (b) the specified systems in the building are capable of performing to the performance standards set out in the building consent.
- (a)

Signature 

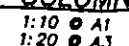
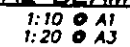
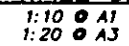
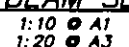
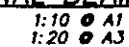
Date: 1/09/08

Position Building Services Officer

On behalf of: Kaipara District Council

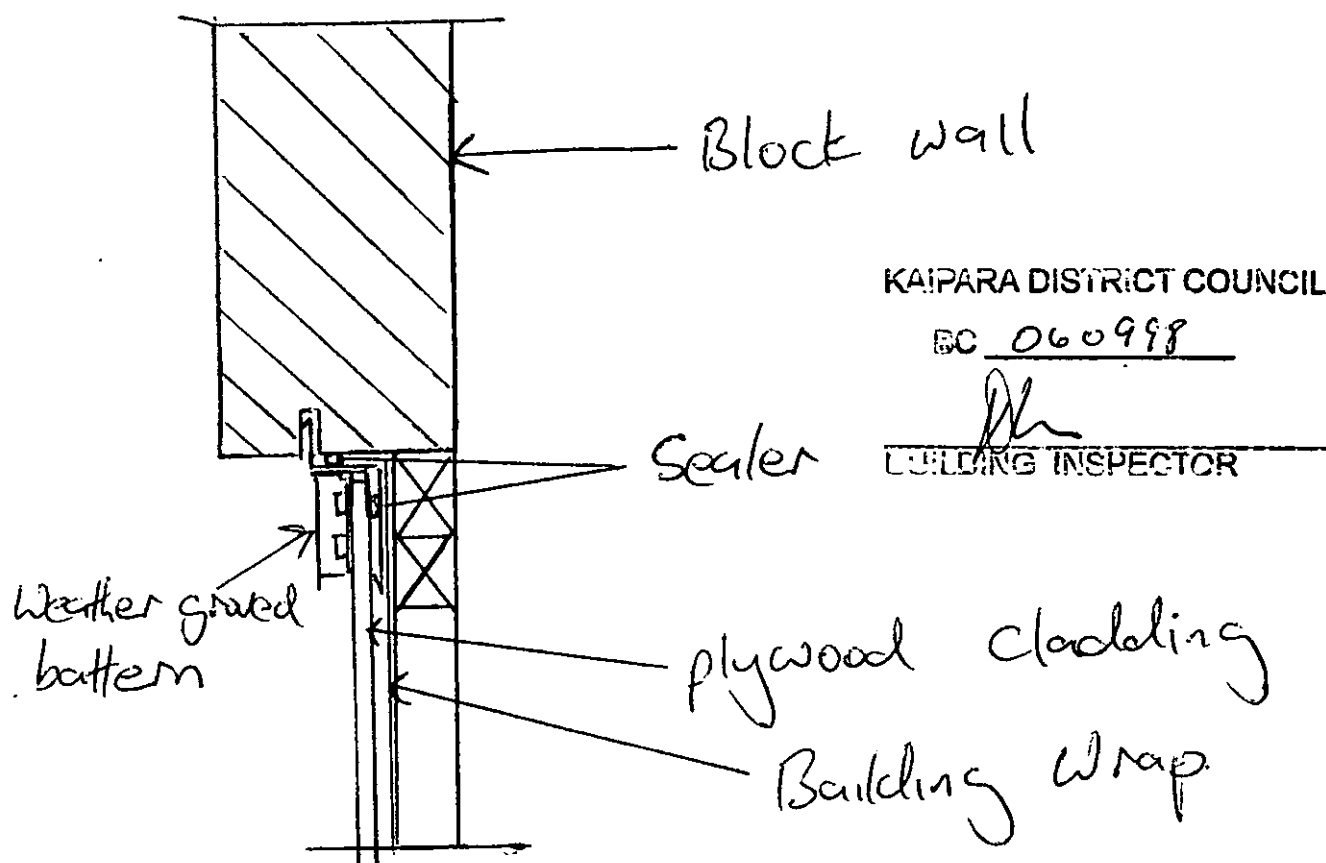


1:50 ● A1
1:100 ● A3

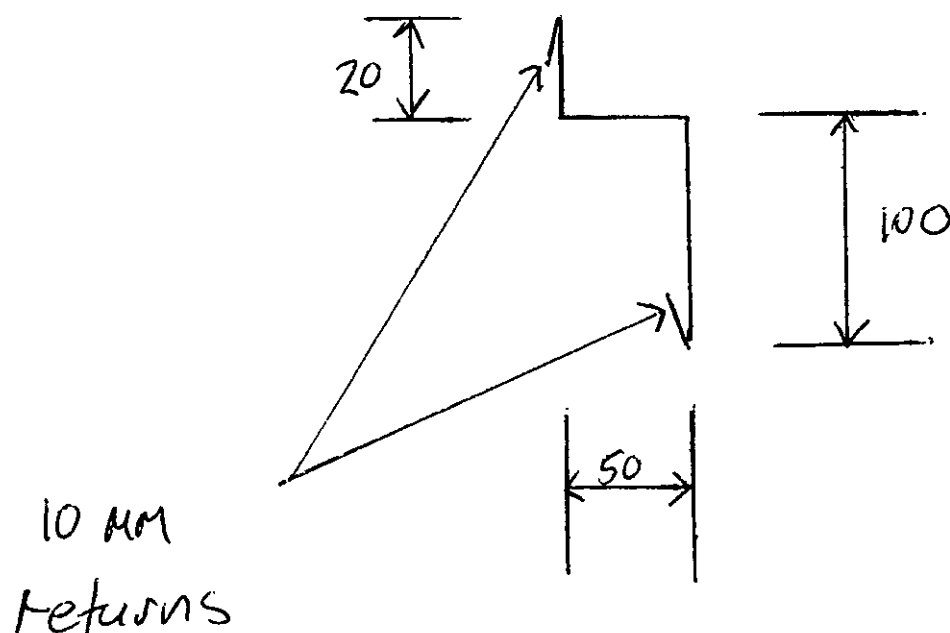


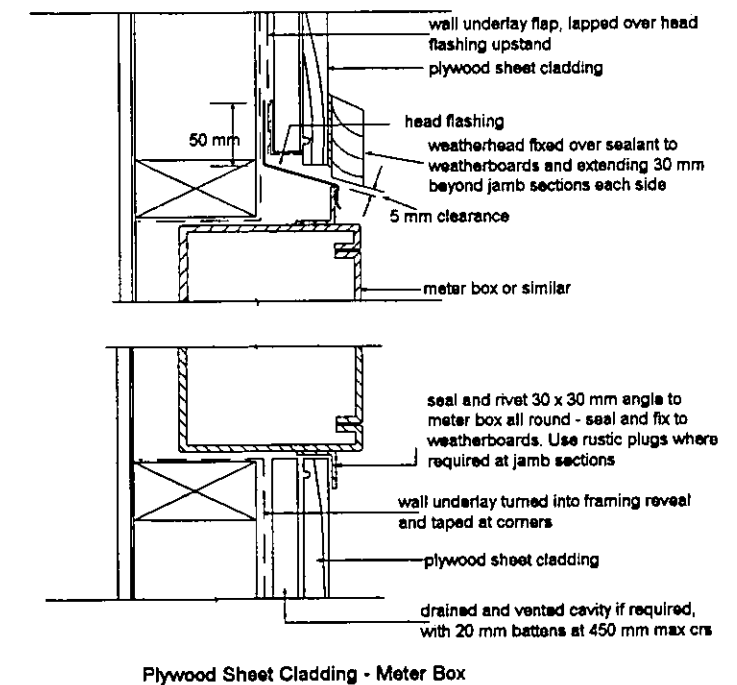
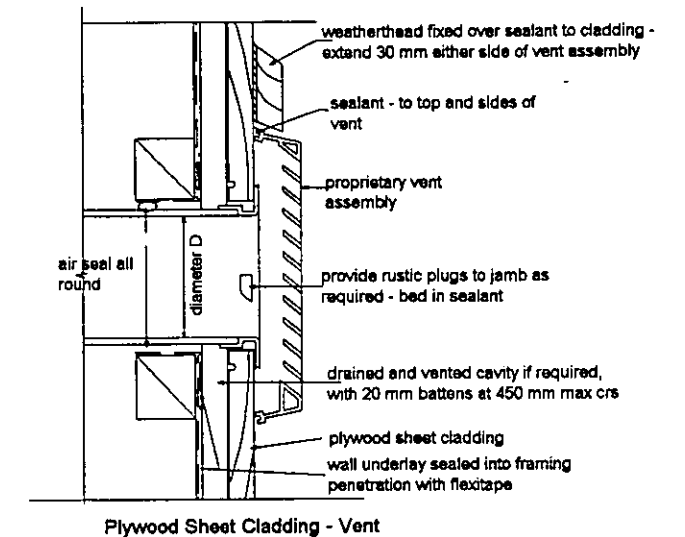
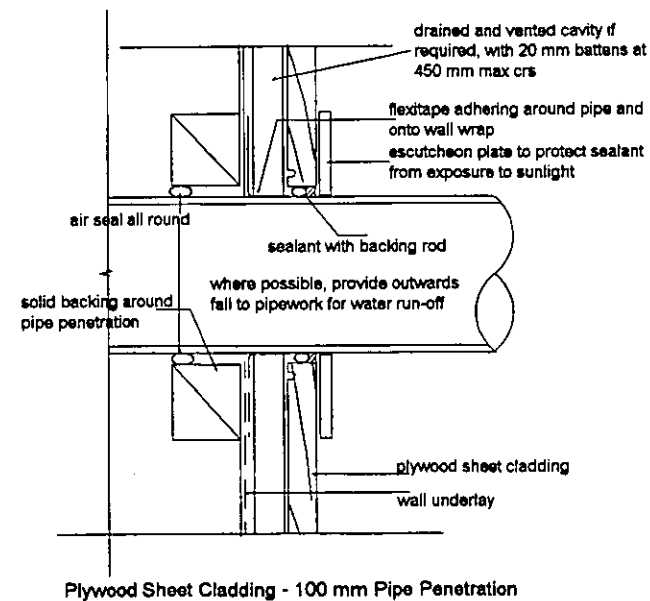
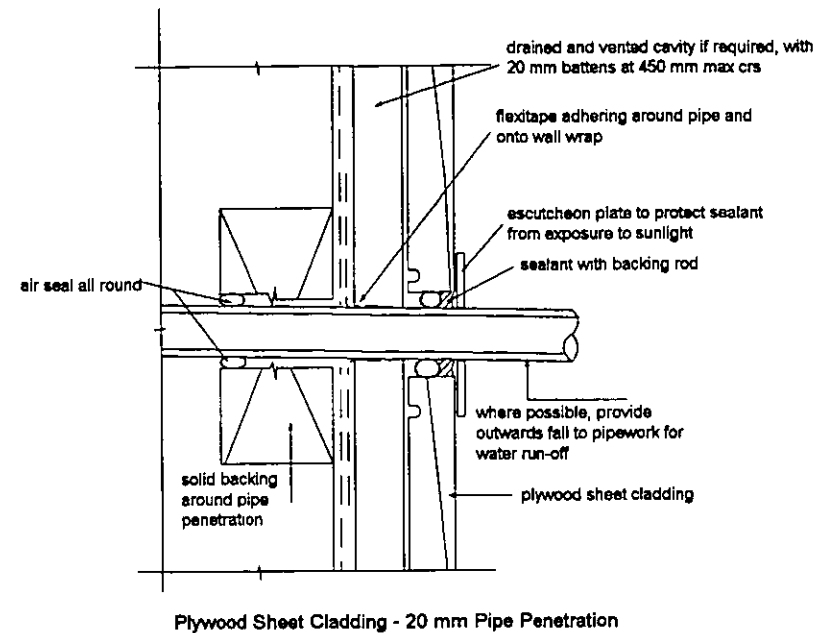
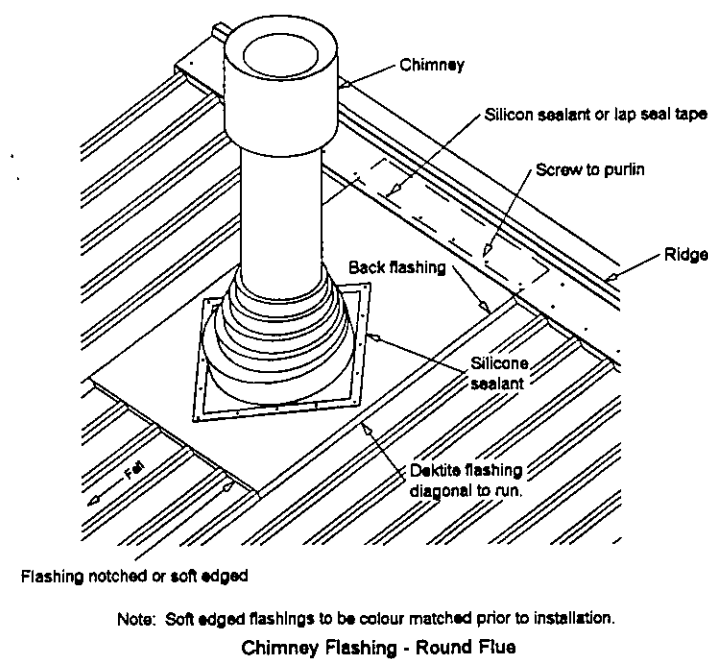
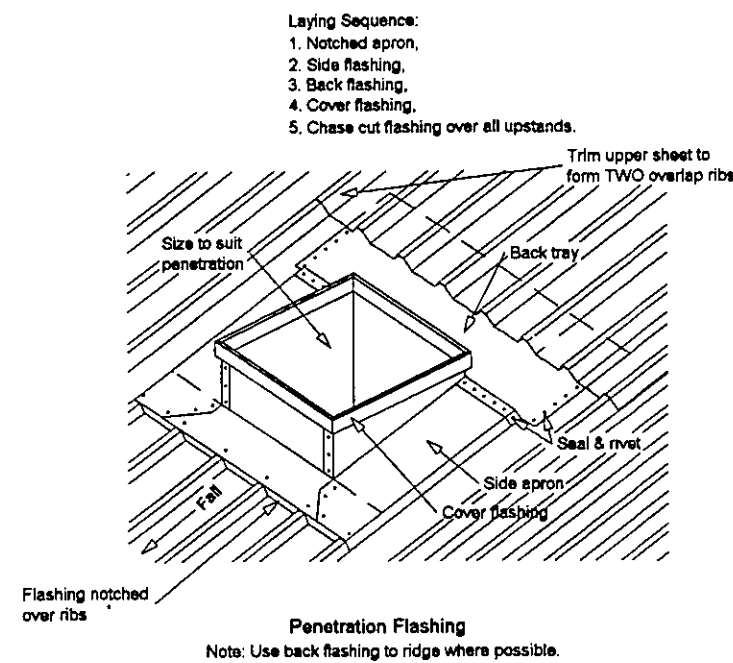
Auckland Office
Ph 09 630-4882

Timber to blockwall flashing.



Flashing Dimension







LF_465637B

Plumbing and Drainage Notes

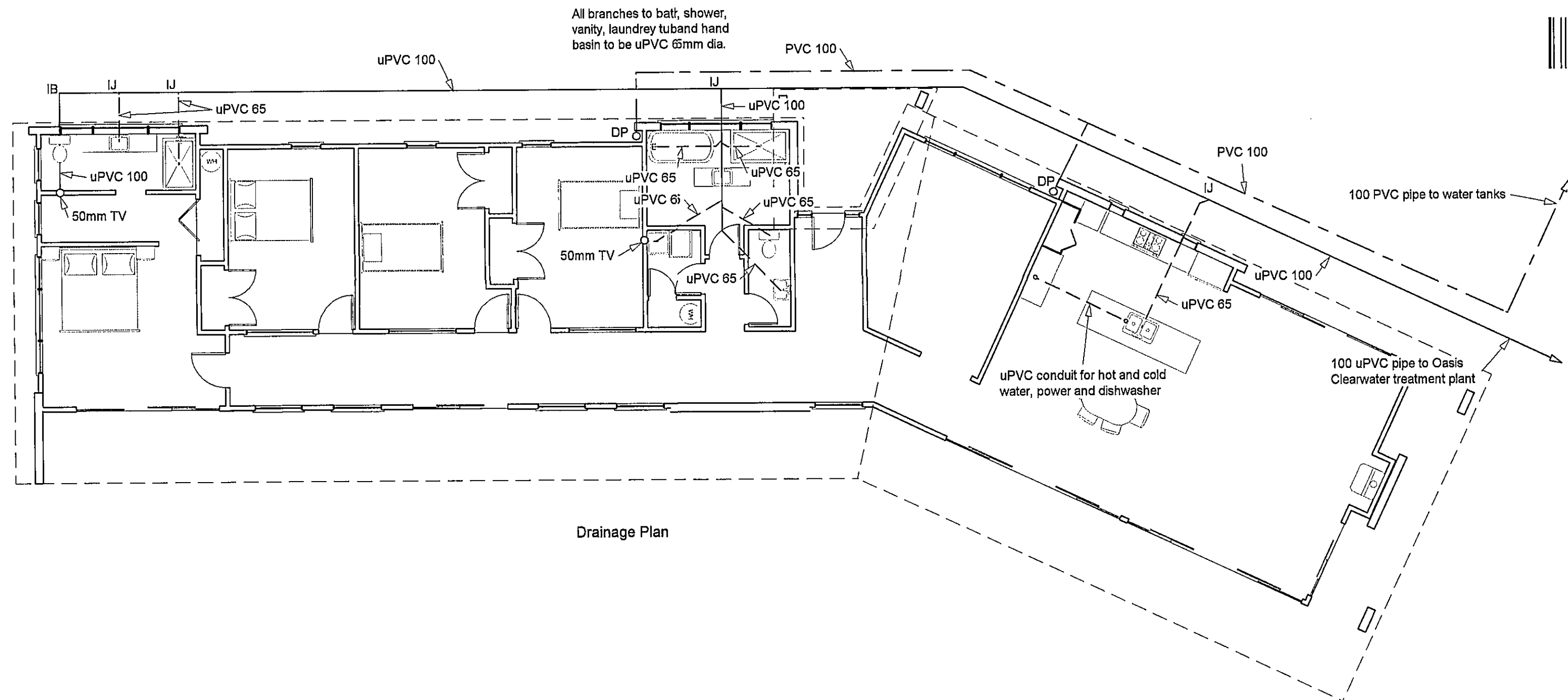
All plumbing and drainage workmanship shall comply with AS/NZS 3500.2.2:1996

Wastewater pipes shall be uPVC to AS/NZS 1260.

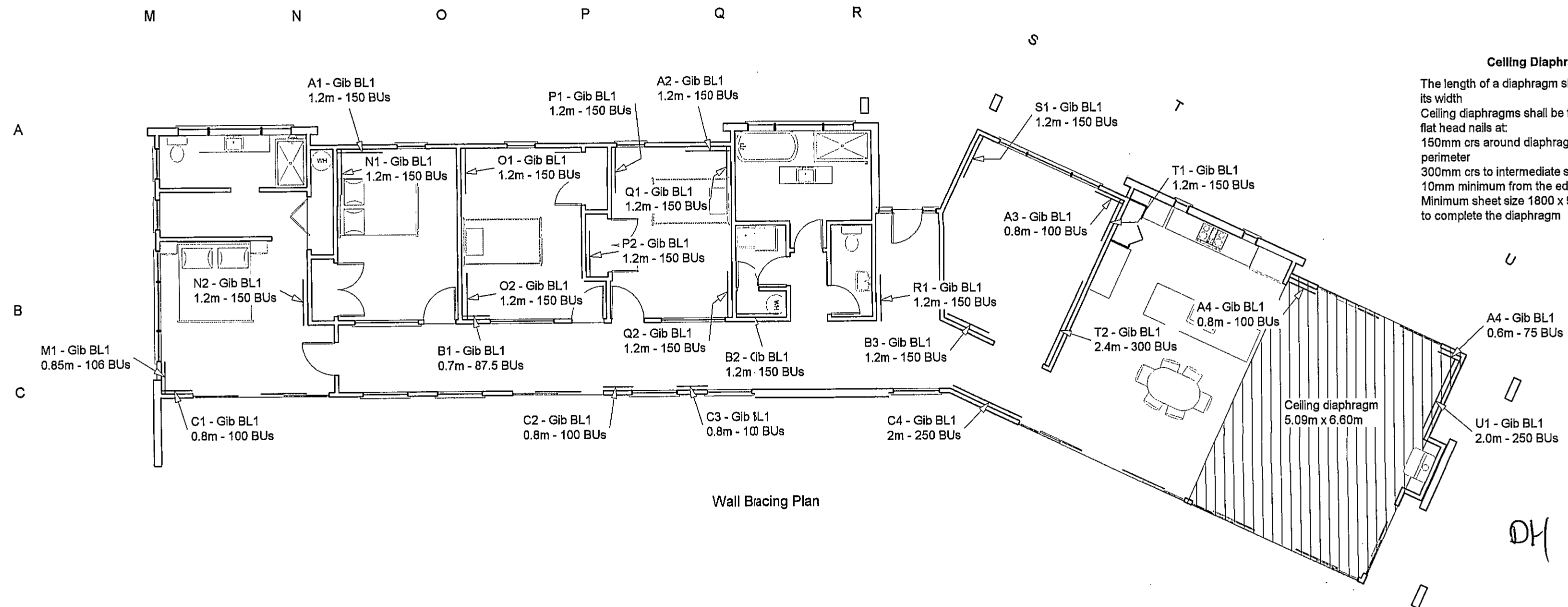
Water pipes shall be selected to ensure that they do not contaminate potable water they are sufficiently durable to ensure satisfactory service for the design life of the installation i.e. NZBC Clause B2 Durability they are suitable for the expected temperatures and pressures the potential for electrolytic corrosion is minimised

Pipe Key

—	100mm uPVC
- - -	65mm uPVC
---	100mm PVC



Drainage Plan



Ceiling Diaphragms

The length of a diaphragm shall not exceed twice its width
Ceiling diaphragms shall be fixed with 30 x 2.5mm flat head nails at:
150mm crs around diaphragm boundary and sheet perimeter
300mm crs to intermediate supports
10mm minimum from the edge of the sheet
Minimum sheet size 1800 x 900mm with sheets cut to complete the diaphragm

Wall Bracing Plan

Mangawhai Draughting and Design
Dave Stewart

Phone 09 4314 804 Fax 09 4314 802 Mobile 029 4314 804
email dave.draft@xtra.co.nz

These Drawings and Documents are Copyright and Remain the Property of Mangawhai Draughting and Design.

They shall NOT be Copied In Any Form or Passed or Passed On To Any Third Party Without Prior Approval from Mangawhai Draughting and Design

All components used in this structure shall be installed, fixed and flashed in accordance with the manufacturers specifications and the New Zealand Building Code.

All construction shall be carried out in accordance with The New Zealand Building Code, NZS 3604 and any Local Authority Bylaws.

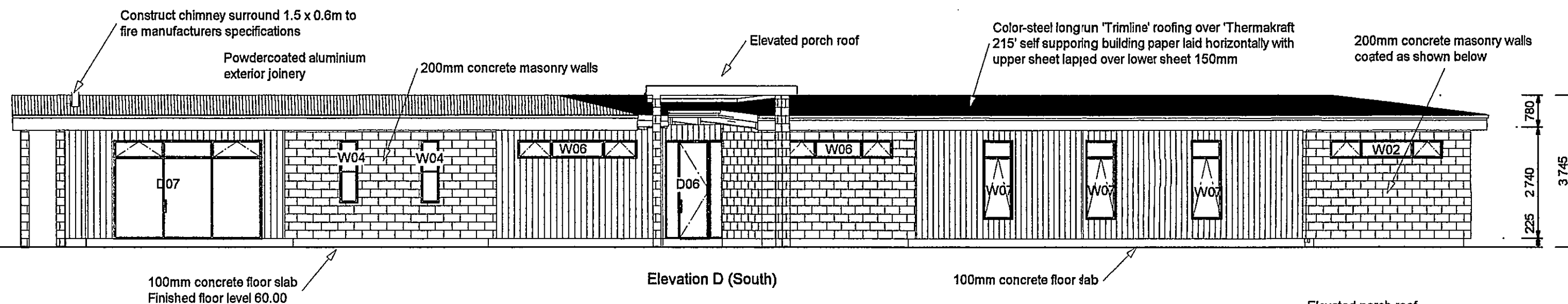
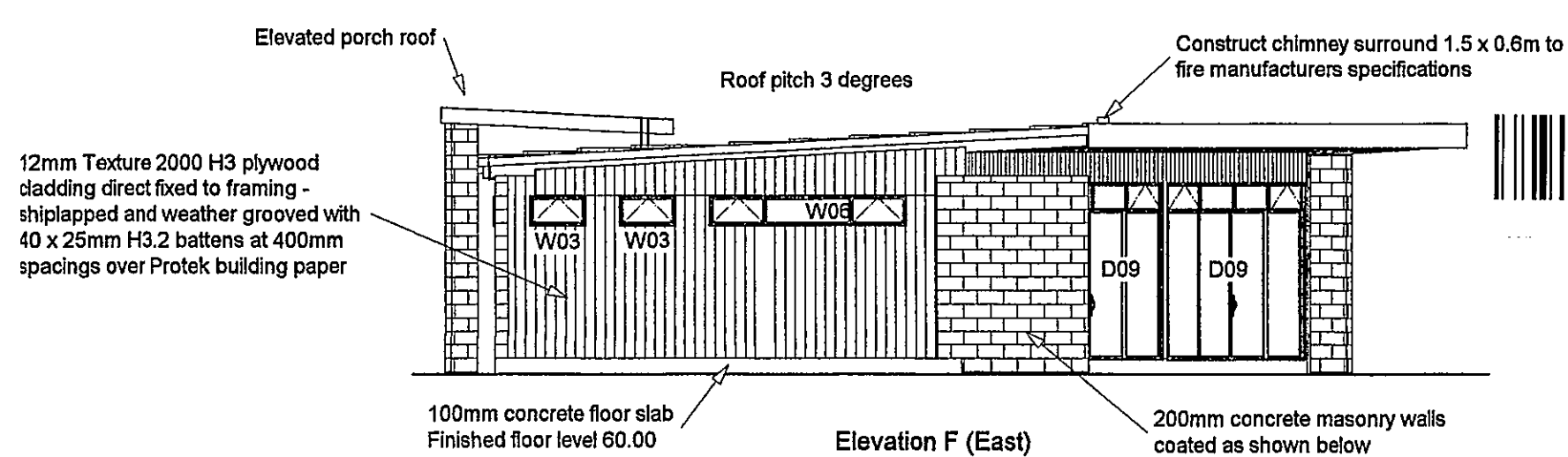
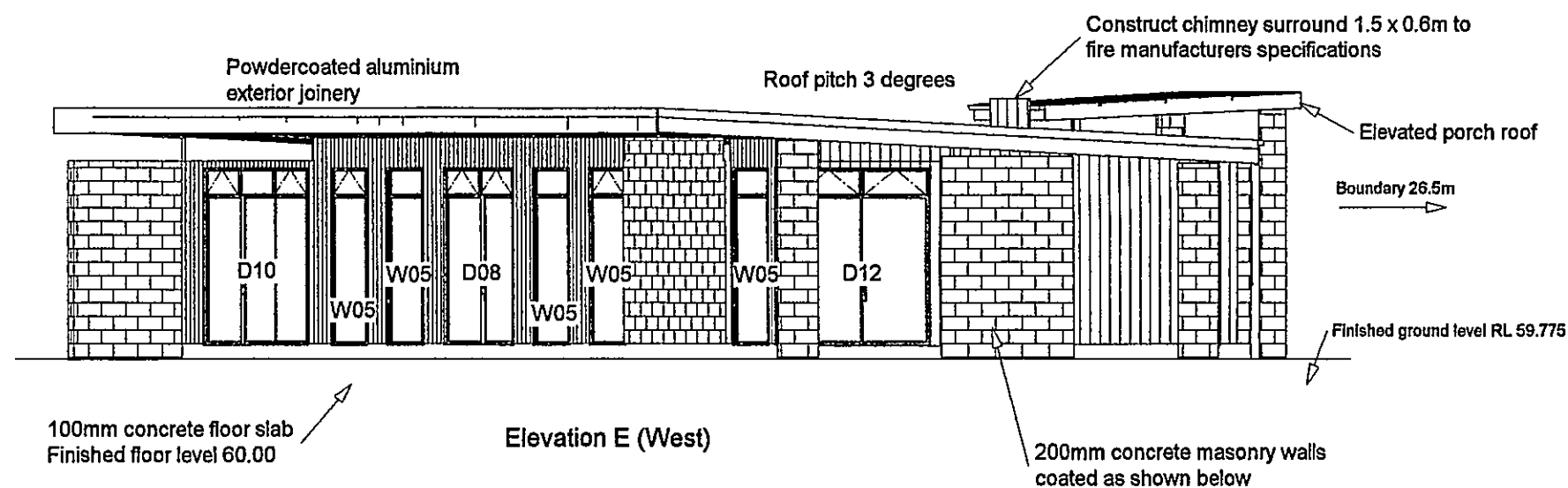
New Dwelling for
Gary and Michelle Young at
Coal Hill Road, Mangawhai

Wall Bracing and
Drainage Plans

Drawn: Dave Stewart
Date: December 2006
Scale: 1 : 100

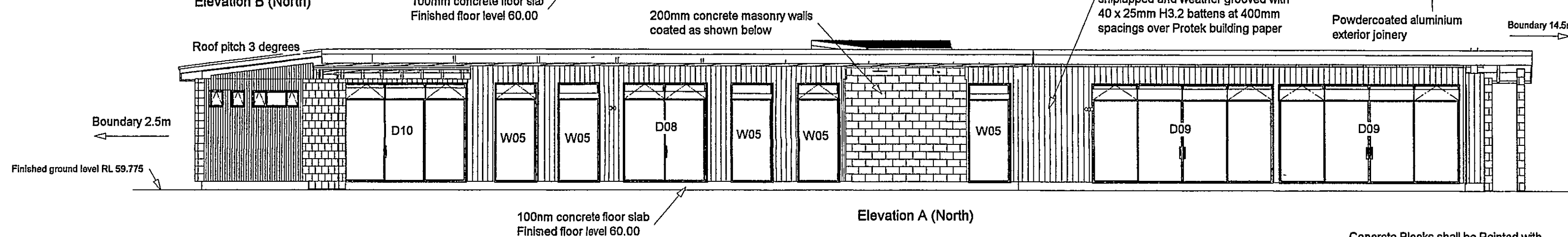
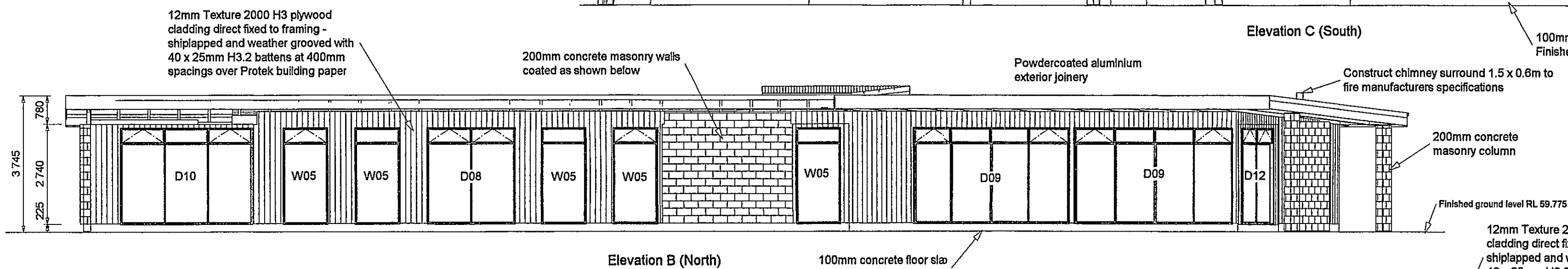
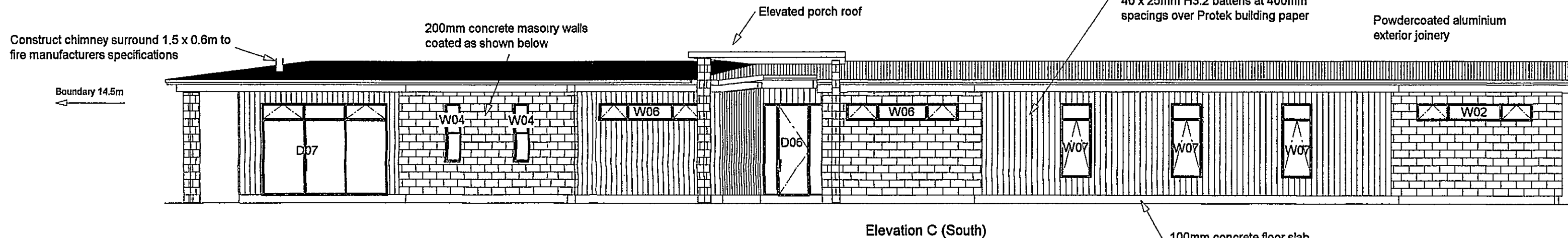
Sheet: seven
of: twenty one
Drawing No: A2 / 716

RECEIVED: 4 Dec 2008 SCANNED: 4 Dec 2008 BOX: 4 BATCH: 36659 DOC: KDCAAHNC



12mm Texture 2000 H3 plywood cladding direct fixed to framing - shiplapped and weather grooved with 40 x 25mm H3.2 battens at 400mm spacings over Protek building paper

Powdercoated aluminium exterior joinery



- Concrete Blocks shall be Painted with
1. Resene Limelock cure and seal
 2. Resene Sureseal pigmented sealer
 3. Resene Hi-Glo gloss acrylic/MIOX
 4. Resene Multishield+ 100% acrylic glaze

Mangawhai Draughting and Design
Dave Stewart

Phone 09 4314 804 Fax 09 4314 802 Mobile 029 4314 804
email dave.draft@dra.co.nz

These Drawings and Documents are Copyright and Remain the Property of Mangawhai Draughting and Design.

They shall NOT be Copied In Any Form or Passed or Passed On To Any Third Party Without Prior Approval from Mangawhai Draughting and Design

All components used in this structure shall be installed, fixed and flashed in accordance with the manufacturers specifications and the New Zealand Building Code.

All construction shall be carried out in accordance with The New Zealand Building Code, NZS 3604 and any Local Authority Bylaws.

New Dwelling for
Gary and Michelle Young at
Coal Hill Road, Mangawhai

Dwelling Elevations

Drawn: Dave Stewart

Date: December 2006

Scale: 1 : 100

Sheet: three

of: twenty one

Drawing No: A2 / 716

RECEIVED: 4 Dec 2008 SCANNED: 4 Dec 2008 BOX: 4 BATCH: 36659 DOC: KDCAAHNC

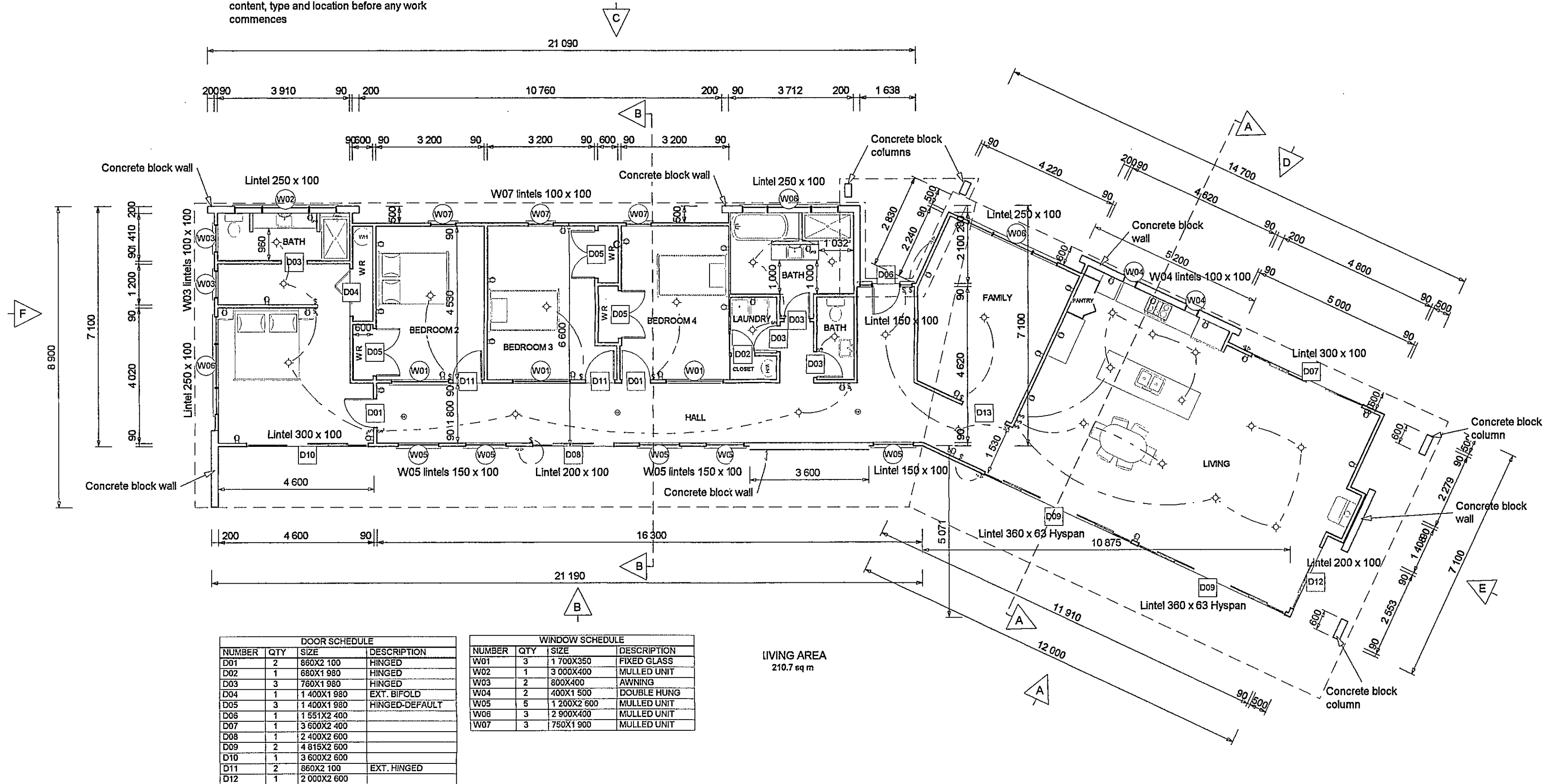


Electrical Key

- Double switched 10 amp power outlet
- Double switched 10 amp power outlet
Bathrooms
- Standard ceiling light
- Wall light
- Double exterior spot / sensor light
- Switch
- Smoke alarms

Note: All electrical work indicated on this drawing shall be confirmed by the owner in content, type and location before any work commences

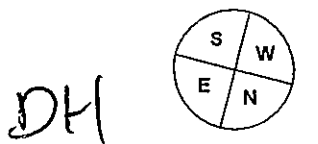
Concrete Blocks shall be Painted with
1. Resene Limelock cure and seal
2. Resene Sureseal pigmented sealer
3. Resene Hi-Glo gloss acrylic/MIOX
4. Resene Multishield+ 100% acrylic glaze



DOOR SCHEDULE				
NUMBER	QTY	SIZE	DESCRIPTION	
D01	2	860X2 100	HINGED	
D02	1	680X1 980	HINGED	
D03	3	760X1 980	HINGED	
D04	1	1 400X1 980	EXT. BIFOLD	
D05	3	1 400X1 980	HINGED-DEFAULT	
D06	1	1 551X2 400		
D07	1	3 600X2 400		
D08	1	2 400X2 600		
D09	2	4 815X2 600		
D10	1	3 600X2 600		
D11	2	860X2 100	EXT. HINGED	
D12	1	2 000X2 600		

WINDOW SCHEDULE				
NUMBER	QTY	SIZE	DESCRIPTION	
W01	3	1 700X350	FIXED GLASS	
W02	1	3 000X400	MULLED UNIT	
W03	2	800X400	AWNING	
W04	2	400X1 500	DOUBLE HUNG	
W05	5	1 200X2 600	MULLED UNIT	
W06	3	2 900X400	MULLED UNIT	
W07	3	750X1 900	MULLED UNIT	

LIVING AREA
210.7 sq m



Floor Area = 232.4 sq.m

Mangawhai Draughting and Design
Dave Stewart

Phone 09 4314 804 Fax 09 4314 802 Mobile 029 4314 804
email dave.draft@tra.co.nz

These Drawings and Documents are Copyright and Remain
the Property of Mangawhai Draughting and Design.

They shall NOT be Copied in Any Form or Passed or
Passed On To Any Third Party Without Prior Approval from
Mangawhai Draughting and Design

All components used in this structure shall
be installed, fixed and flashed in accordance
with the manufacturers specifications and
the New Zealand Building Code.

All construction shall be carried out in
accordance with The New Zealand Building
Code, NZS 3604 and any Local Authority
Bylaws.

New Dwelling for
Gary and Michelle Young at
Coal Hill Road, Mangawhai

Dwelling Floor Plan

Drawn: Dave Stewart
Date: December 2006
Scale: 1 : 100

Sheet: two
of: twenty one
Drawing No: A2 / 716



LF_465632B

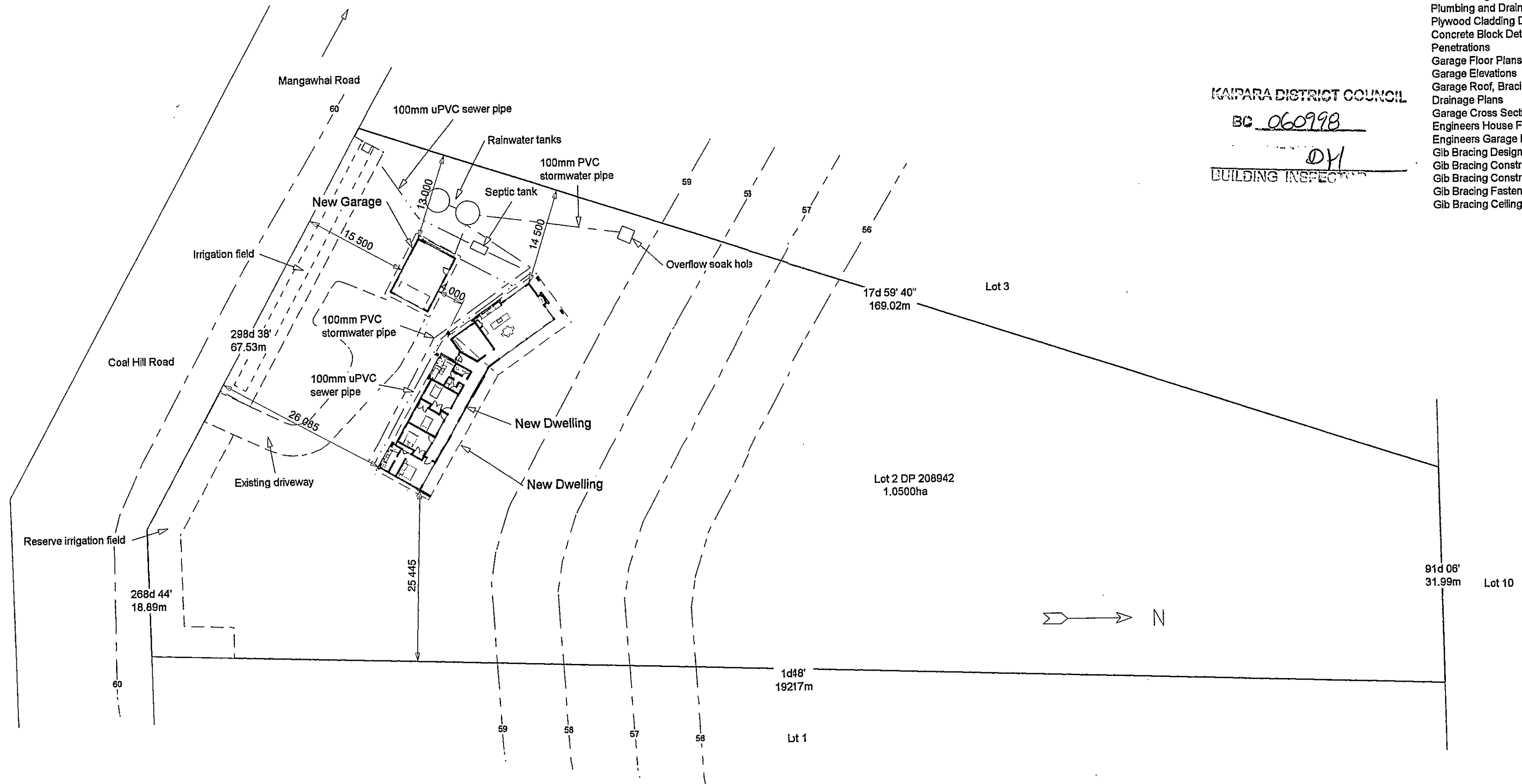
Drawing Index

Title	Drawing
Site Plan	1
Dwelling Floor Plan	2
Dwelling Elevations	3
Dwelling Foundation Plan	4
Dwelling Roof Plan	5
Dwelling Cross Sections and General Framing Details	6
Wall Bracing and Plumbing and Drainage Plan	7
Plywood Cladding Details	8
Concrete Block Details	9
Penetrations	10
Garage Floor Plans	11
Garage Elevations	12
Garage Roof, Bracing and Drainage Plans	13
Garage Cross Section	14
Engineers House Foundation Plan	15
Engineers Garage Foundation Plan	16
Gib Bracing Design System	17
Gib Bracing Construction Details	18
Gib Bracing Construction Details	19
Gib Bracing Fastener Layout	20
Gib Bracing Ceiling Diaphragms	21

KAIPARA DISTRICT COUNCIL

BC 060998

DY
BUILDING INSPECTOR



Building Footprint Area = 232.4 sq.m
Property Area = 1.05ha
Building Site Coverage = 2.2%
Allowable Site Coverage = 35%
Earthworks Quantity = 34 cu.m

Mangawhai Draughting and Design
Dave Stewart

Phone 09 4314 804 Fax 09 4314 802 Mobile 029 4314 804
email dave.draft@dra.co.nz

These Drawings and Documents are Copyright and Remain the Property of Mangawhai Draughting and Design.

They shall NOT be Copied in Any Form or Passed or Passed On To Any Third Party Without Prior Approval from Mangawhai Draughting and Design

All components used in this structure shall be installed, fixed and flashed in accordance with the manufacturers specifications and the New Zealand Building Code.

All construction shall be carried out in accordance with The New Zealand Building Code, NZS 3604 and any Local Authority Bylaws.

New Dwelling for
Gary and Michelle Young at
Coal Hill Road, Mangawhai

Site Plan

Drawn: Dave Stewart
Date: December 2006
Scale: 1 : 500

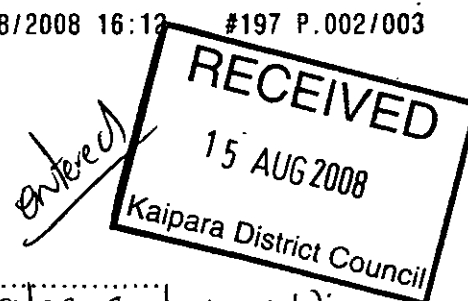
Sheet: one
of: twenty one
Drawing No: A2 / 716

From: KDC Kaiwaka

To: 094315008

13/08/2008 16:12

#197 P.002/003



PRODUCER STATEMENT (PS3)

CONSTRUCTION

ISSUED BUILDING CONSENT NUMBER

060998

THIS PS3 IS ISSUED BY: mangawhai Drainage + Stormwater Systems Ltd

TO: KAIPARA DISTRICT COUNCIL

4315 008 0274 5275 29

IN RESPECT OF:

Installation and commissioning wastewater treatment system

AT (Address):

Coal Hill Road, Mangawhai

LEGAL DESCRIPTION - LOT

DP

SO

FROM: mangawhai Drainage + Stormwater Systems Ltd (Design Firm),

engaged by Gary Young (Owner)

In respect of clause(s) B1, B2, of the Building Regulations 1992 for the building work

described by the drawings and specifications prepared by the design firm titled;

mangawhai Drainage + Stormwater Systems Ltd

numbered

authorised variation(s) NA (copies attached)

have been issued during the course of the works.

I have sighted the issued building consent and read the conditions. As the

contractor/builder I can

confirm that the building works have been carried out in accordance with the requirements of the

New Zealand Building Code, the conditions of the building consent, the design drawings and

specifications and in accordance with the listed variations (if any).

I understand that if this producer statement is accepted, that it may be used to verify that the drainage

building work All / Part only as specified in the attached particulars, the subject of this building

consent meets, based on reasonable grounds, the requirements of this building consent and the

requirements of the building code in respect to clauses B1, B2, of the building regulations 1992.

Name RICHARD GLENN TAYLOR signature

date 16-12-07

Address 1193 Mangawhai Kaiwaka Road Mangawhai R.D.S. Wells (on)

Qualifications Reg. Draughtsman 17013

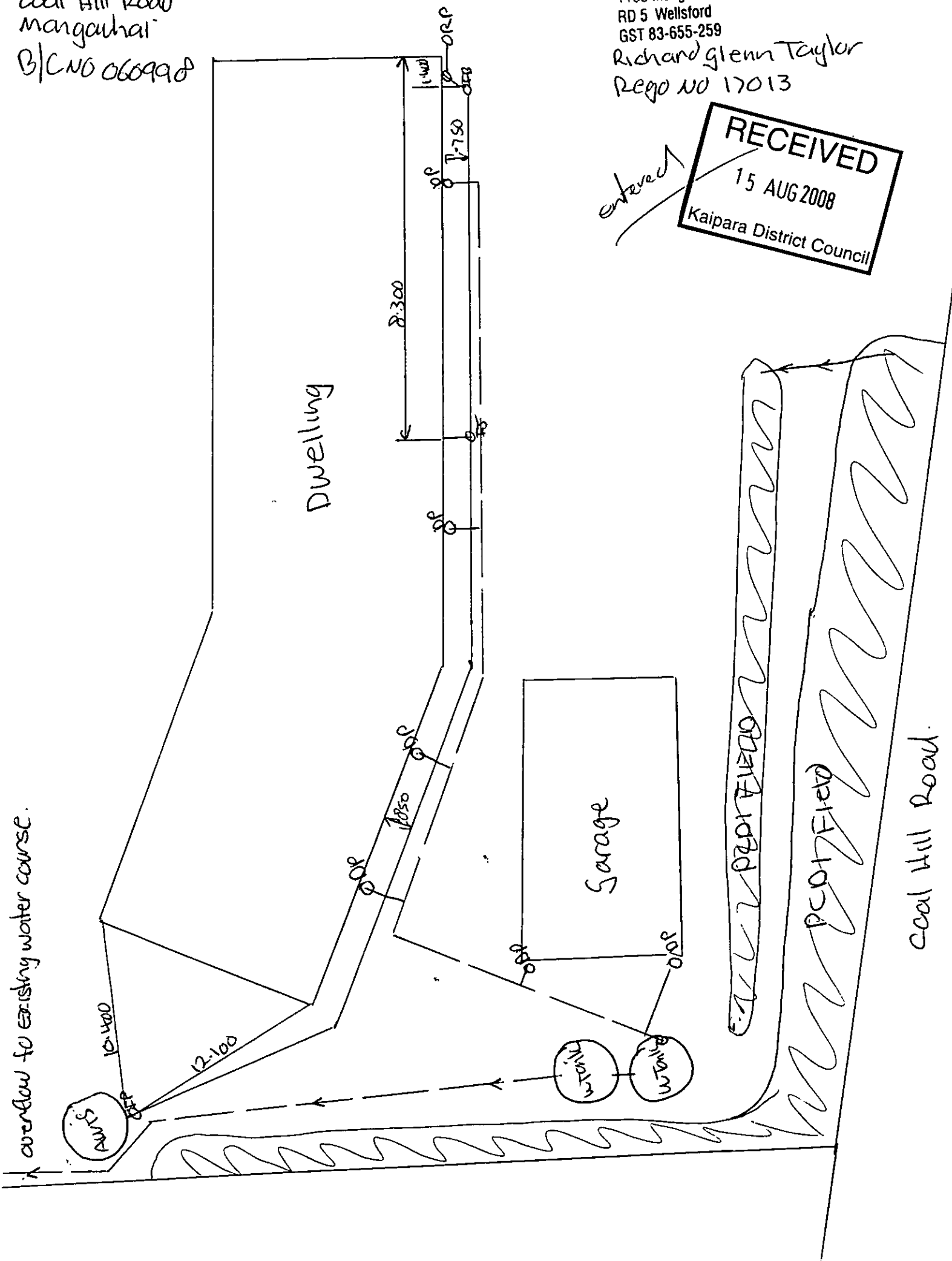
Contractor/builder

Gary Young

Phone: 4314739 (bus.) 0274 855308 (home) Fax

entered

RECEIVED
15 AUG 2008
Kaipara District Council



**PRODUCER STATEMENT (PS3b)
WATER PROOF CONSTRUCTION**

ISSUED BUILDING CONSENT NUMBER:

THIS PS3b IS ISSUED BY: *060998 Tim Taylor*TO: KAIPARA DISTRICT COUNCIL
IN RESPECT OF:AT (Address): *13 Coal Hill Rd.**Mangere*LEGAL DESCRIPTION - LOT *2* DP *208942* SOFROM: (Water Proof membrane
Applicator),LICENSED BY: Reg./License No: *472*

engaged by

(Owner/Builder) *Gary Young*In respect of clause(s) E2 and E3 of the Building Regulations 1992 for the building work
described by the drawings and specifications prepared by the design firm titled;

numbered.....

I have sighted the issued building consent and sighted the waterproofing details and
haveinspected the substrate to which the membrane is to be applied and found it to be
satisfactory. As a licensed water proof membrane applicator I can confirm that the
application of the membrane has been carried out in accordance with the requirements
of

the New Zealand Building Code, the manufacturer's specifications and requirements.

I understand that if this producer statement is accepted, that it may be used to verify that
the building work All / Part only as specified in the attached particulars, the subject of
thisbuilding consent meets, the requirements of this building consent and the requirements
of

the building code in respect to clauses E2 and E3 of the building regulations 1992.

Name: *Tim Taylor* Signature: *[Signature]* Date: *25.5.08*Address: *P.O. Box 139 Mangere*

Contractor/Applicator:

Phone: (bus.) *0274315351* (home) Fax *094315351*Please find attached the 15 year product and the 5 year workmanship warranties
to
the property owners.

Applicator Workmanship Warranty

WARRANTY No. July 6 DATE OF INSTALLATION Aug 07
 BUILDING OWNER & ADDRESS Gary & Michelle Jones
73 Coal Hill rd, Mangawhai
 APPLICATOR (Name, Address, Phone No.) T. Taylor P.O. Box 139
Mangawhai
 AREA LAID m² 24 PRODUCT, TYPE AND USE WPM 001

Subject to the conditions appearing below, the Applicator warrants its workmanship as follows:

- a) All membrane products (the "Materials") are laid and installed in compliance with the manufacturer's instructions; and
- b) For a period [] years, the Workmanship on the Materials by the Applicator shall maintain a waterproof barrier to the area treated.

This Warranty shall be subject to the conditions which follow:

1. This Warranty shall extend only to the workmanship undertaken by the applicator and shall in no way bind the manufacturer of the Materials laid and installed by the Applicator.
2. The Applicator's obligations under this Warranty shall be limited to the Applicator making good at their expense any defect in the workmanship which permits the entry/escape of water. The Applicator shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising.
3. This Warranty shall not apply to any alleged defective workmanship that is:
 - a) Due directly or indirectly to any cause such as (without limiting the generality of this exclusion) governmental or environmental interference or any other cause beyond the reasonable control of the Applicator; or
 - b) Caused by the act, omission, default or representation of any party other than the Applicator, its servants or agents and in particular the work of any other tradesman and damage from persons not authorised by the Applicator to have access to or be employed in the repair, maintenance or alteration of the application during the warranty period; or
 - c) Caused by the Materials or any of them being disturbed by any party other than the Applicator after fixing.
4. This Warranty shall be invalid unless the Applicator receives the Customer's written claim within the warranty period and within fourteen (14) days after the date of discovery of any alleged defect.
5. Where it is necessary for the Applicator to repair any defective workmanship, the Customer shall remove and/or replace plant, equipment or any other objects that hinder the access by the Applicator to the Materials. The cost of any site visit requested under a warranty claim which does not reveal any problem relating to the warranted scope of work shall be paid for by the party requesting the inspection at the then current trade consultancy rates.
6. The Customer shall have made payment in full to the Applicator for the nominated works within the terms of the Applicator's contract with the Customer prior to the Customer making claim under this Warranty.
7. In the event that any Materials subject to this Warranty are ordinarily acquired for personal, domestic or household use or consumption, then this Warranty shall be read subject to the guarantees contained in the Consumer Guarantees Act 1993.
8. The Customer acknowledges that the Applicator is not employed by nor is an agent of the manufacturer of the Materials and that the manufacturer will not be liable to any person for the Workmanship, acts or defaults of the Applicator.

Applicator Name (Print) Tim Taylor Telephone No.: 09 431 5351
 Address: P.O. Box 139 Mangawhai
 Signature of Applicator [Signature] Date: 25.5.08

PRODUCER STATEMENT – WATERPROOFING

Building Consent Number:

Building Project Address:

73 Coal Hill rd
Mangawhai

Warranty Number:

Young G & M.

Product Type and Area Laid m²:

W.P.M 001 24m²

This is to confirm that I

Tin Taylor

Trading as

Mangawhai Ceramics

Address

P.O. Box 139 Mangawhai

Phone

09 431 5351

Mobile

027 431 5351

I am a registered applicator of the complete Superflex Bathroom and Balcony Liquid Applied Membrane system. Applicator Number

062

I am an experienced applicator of waterproofing systems prior to the installation of flooring products to all wet areas – internal or external, as supplied by

Midas – Whangarei

I can confirm that the Superflex Bathroom and Balcony system has been installed in accordance with Ardex New Zealand Limited's specifications and meets the requirements of the New Zealand Building Code AS3740-2004, prior to the application of the flooring system stated previously.

BRANZ Appraisal Number:

472

Signed:

T. Taylor

Date:

25.5.08



Electrical Certificate of Compliance

for prescribed electrical work that is carried out on electrical installations and involves the placing or positioning or the replacing or repositioning of conductors (including fittings attached to those conductors).
To be completed whether or not an inspection is required.

No. **2228958**

No. of attachments

CUSTOMER INFORMATION - PLEASE PRINT CLEARLY

Name of customer **Gary Young**

Phone:

Address of installation **73 Coal Hill Road. Mangawhai**

Postal address of customer (if not as above)

WORK DETAILS

☐ No. of lighting outlets

☐ No. of ranges

☐ No. of socket outlets

☐ No. of water heaters

Was any installation work carried out by the homeowner?

☐ Yes ☒ No

Please tick (✓) as appropriate where work includes:

☒ Mains

☒ Main earthing system

☒ Switchboard

☐ Electric lines

Description **Complete wiring of new house as per plan, install sub main & switch boards.**

It is recommended that test results be recorded here:

Visual Examination



Earth Continuity



Bonding



Polarity



Insulation Resistance **100MΩ** Mohm

Other

If necessary attach any pages with sketches of work done

CERTIFICATION OF WORK

I certify that the above electrical work has been carried out in accordance with the requirements of the Electricity Act 1992 and Electricity Regulations 1997.

ELECTRICAL WORKER DETAILS

Name **Steve Sweatman**

Registration no. **E16970**

Company **Switched on Electrical**

Signature **[Signature]**

Date **20/7/07**

Contact Ph No. **027 284 0734**

CERTIFICATION OF ELECTRIC LINES

(to be completed where a separate electrical worker has installed the electric line portion of the mains)

Name **[Signature]**

Registration no.

Company

Signature

Date

Contact Ph No.

INSPECTION DETAILS Electrical work requiring inspection by a registered electrical inspector

☒ New mains

☒ Switchboard

☒ Earthing system

☐ Installation work in hazardous areas

I certify that the inspection has been carried out in accordance with the requirements of regulation 41 of the Electricity Regulations 1997.

Name **K Watt**

Registration no. **I1730**

Signature **[Signature]**

Date **20-7-07**

Contact Ph No. **021 371 552**

CONSUMERS COPY



Plumbers,
Gasfitters and
Drainlayers Board

PLUMBERS, GASFITTERS AND DRAINLAYERS BOARD
GASFITTING CERTIFICATION CERTIFICATE
(Pursuant to the Gas Act 1992 and the Gas Regulations 1993 and amendments)
ENERGY WORK CERTIFICATE
(Pursuant to the Building Act 1991)

Certificate No

461912

9th Floor, 70 The Terrace
PO Box 10655
WELLINGTON
Tel 04 494 2970
Fax 04 494 2975
website www.pgdb.co.nz

Installation address:

(Box No's not acceptable)

Please complete in block letters

(Number) **73** (Street name) **Loac Hill Road**

(Suburb)

MANGAWHAI

(Town/City)

YOUNG

(Family/Business name)

MR G

(Initials)

MR G

(Title)

Consumer:

DESCRIPTION OF GASFITTING TO WHICH THIS CERTIFICATE APPLIES

Qty	Type	Location	Appliance			Ventilation		
			Make/model	Input rate	Type	Location	Type	Location
1	HOB	Kitchen / Living	Bosch FD 3512/0070	39MJ/Hr	Open	Kitchen	Range Hood	Kitchen / Living

Category Type (Regulation 24(1))

- ☒ Domestic ☐ New
☐ Commercial ☐ Addition, ☐ Extension,
☐ Industrial ☐ Replacement
☐ Temporary ☐ Alteration
☐ Other ☐ Repair following accident

Gas Type ☐ NG ☒ LPG ☐ TLP ☐ Bio

Name of Gas Supplier **RODNEY GAS**

Pipework Installed ☒ YES ☐ NO

(attach pipework diagram)

Test Results

5 min Duration

3 kPa Test pressure

0 kPa Loss / gain

2.75 kPa Working pressure

Other Testing

Combustion ☒ Yes ☐ No

Ventilation ☒ Yes ☐ No

Test Date

8 / 4 / 08

I certify that :-

Ø All appliances and fittings worked on by me or by persons working under my supervision are safe and that all work carried out was in accordance with all applicable requirements of the Gas Act 1992 and Gas Regulations 1993 as amended.

Ø The gasfitting to which this certificate applies does not make other parts of the installation unsafe or otherwise non-compliant with the Gas Act 1992 and Gas Regulations 1993 as amended.

Ø Gasfitting work to which this certificate applies ☒ does ☐ does not include work on an appliance or fitting imported or manufactured by a person for their own use.

Certifiers Name

Address

P.S. MASSEY

PO Box 188

MANGAWHAI

Registration No

Signature

Date

12780

P.S. Massey

8 / 4 / 08

Registered Gasfitter/s Supervised by certifier

Name

Registration No

Name

Registration No

Certificate owner

Registration No

On behalf of

Address

(If other than certifying gasfitter)



GASFITTING CERTIFICATION CERTIFICATE

(Pursuant to the Gas Act 1992 and the Gas Regulations 1993 and amendments)

ENERGY WORK CERTIFICATE

(Pursuant to the Building Act 2004)

This certificate is not transferable

Level 9, 70 The Terrace
PO Box 10855, Wellington
Tel 04 494 2970, Fax 04 494 2975
www.pgdb.co.nz

Consumer: Gary Young
Installation Address: 73 Coal Hill Rd
Mangawhai
Rodney 583

Certificate Number: **614841**
Gas Supplier: Rock Gas
Category: Domestic
Type (Regulation 24(1)): ADTN
Gas Type: LPG
Certification Date: 27 Feb 2008

Test Results: 5 min Duration
2.70kPa test pressure
0kPa Loss / Gain
2.70kPa Working pressure
Other Testing: Combustion & Ventilation
Test Date: 26 Feb 2008

Vehicle Registration:
Vessel Registration:

DESCRIPTION OF GASFITTING TO WHICH THIS CERTIFICATE APPLIES

Qty	Item Type	Item Location	Make/Model	Input Rate	Flue Type	Flue Location	Vent Type	Vent Location
1	Decorative gas log fires	Lounge Zero Box	R/F 1000m	58	Natural Draught Flue (Open)	Roof	Adventitious	Complies

I certify that:

1. I Certify that all appliances and fittings worked on by me or by persons working under my supervision are safe and that all work carried out was in accordance with all applicable requirements of the Gas Act 1992 and Gas Regulations 1993 as amended.
2. I Certify that the Gasfitting to which this certificate applies does not make other parts of the installation unsafe or otherwise non-compliant with the Gas Act 1992 and Gas Regulations 1993 as amended.
3. I Certify that the Gasfitting work to which this certificate applies does NOT include work on an appliance or fitting imported or manufactured for the consumers use.

Registered Gasfitter / Supervised by certifier

Registration No:
Name:
Registration No:
Name:

Certificate Owner

Registration No: 05484
Name: Lambert, Augustine John
Company:

Signed: Certifier

Registration No: 05484
Name: Lambert, Augustine John



Duffill Watts & King Ltd
Level 1, Rathbone Business Centre
49-53 James Street
P.O. Box 481, Whangarei 0140
New Zealand

Telephone [64] (9) 438 2552
Fax [64] (9) 430 0311
E-mail: whangarei@duffillwatts.com

12 March 2007

File No: 20163/50/55

Please Reply to Fiona Pratt

Gary Young
PO Box 401 067
MANGAWHAI HEADS

Dear Gary

**PS4 CONSTRUCTION REVIEW
COAL HILL ROAD, MANGAWHAI HEADS – PRE POUR INSPECTION**

Further to your request to undertake a pre pour inspection on the building platform at Coal Hill Road, Mangawhai Heads, Lot 2 DP 208942.

We have undertaken this inspection and certify that it complies with the plans as detailed on the attached Producer Statement PS4 Construction Review.

If you have any questions regarding the attached PS4, please contact this office.

Yours faithfully
DUFFILL WATTS & KING LTD
per:



Gavin Gribben
NORTHLAND MANAGER



P.I.M. No.
Building Regulation Clause(s)

PRODUCER STATEMENT – PS4 – CONSTRUCTION REVIEW

(Guidance notes on the use of this form are printed on the reverse side)

ISSUED BY: Duffill Watts & King Ltd
(Suitably qualified Design Professional)

TO: Gary Young
(Owner)

TO BE SUPPLIED TO: Whangarei District Council
(Territorial Authority)

IN RESPECT OF: See attached letter and Plans
(Description of Building Work)

AT: Coal Hill Road, Mangawhai Heads
(Address)

LOT 2 DP 208942 SO

Duffill Watts & King Ltd Has been engaged by Gary Young
(Design Firm) (Owner/Developer/Contractor)

To provide Pre Pour Inspection Services
(Extent of Engagement)

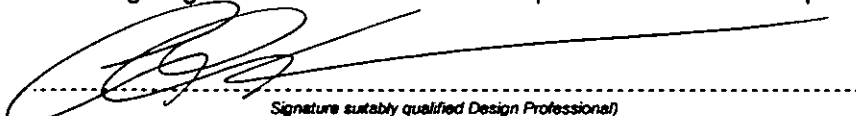
in respect of clause(s) B1/VM4 of the Building Regulations 1992 for the building work described by the drawings and specifications prepared by Duffill Watts & King Ltd
(Design Firm)

titled Gary Young and numbered 30200-1879

Authorised variation(s) No. (copies attached) have been issued during the course of the works. I have sighted Building Consent No. and the attached conditions of building consent.

As an independent design professional covered by a current policy of Professional Indemnity Insurance to a minimum value of \$200,000, I or personnel under my control have carried out periodic reviews of the work appropriate to the engagement and based upon these reviews and information supplied by the contractor during the course of the works

I BELIEVE ON REASONABLE GROUNDS that ☐ All ☒ Part only as specified in the attached particulars of the building work under the above Building Consent with respect to Clause(s) B1/VM4 of the Building Regulations 1992 has been completed to the extent required by that Building Consent.


Signature suitably qualified Design Professional)

Date 12 March 2007

BE (Civil)
(Professional Qualifications)

ERB/AERB Reg No

PO Box 481, 49-53 James St, Whangarei
(Address)

Member ACENZ ☒ IPENZ ☒ NZIA ☐

This form to accompany Form 9 of the Building Regulations 1992 for the issue of a Code Compliance Certificate.

GUIDANCE ON USE OF PRODUCER STATEMENTS

This producer statement has been prepared by a combined task committee consisting of members of the New Zealand Institute of Architects, Institution of Professional Engineers New Zealand, Association of Consulting Engineers New Zealand and the Building Officials Institute of New Zealand.

Four producer statements are available and brief details on the purpose of each are as follows:

Design: Intended for use by the person responsible for the design in circumstances where the Territorial Authority will rely on the producer statement to issue a Building Consent.

Design Review: Intended for use by a suitably qualified independent design professional where the Territorial Authority does not undertake an internal review and relies on the independent design professional's review to issue the Building Consent.

Construction: Intended for the use by the contractor of the building works where the Territorial Authority requires a producer statement at the completion of construction.

Construction Review: Intended for use by the person required by the Building Consent to undertake construction monitoring of the building works in circumstances where the Territorial Authority will rely on the producer statement to issue a Code Compliance Certificate.

The producer statements system is intended to provide Territorial Authorities with reasonable grounds for the issuing of a Building Consent or Code Compliance Certificate without having to duplicate design or construction checking by others.

The following criteria are recommended to Territorial Authorities with respect to the use of the producer statements.

Definition of Suitably Qualified Design Professional

A suitably qualified design professional should have recognised qualifications and experience for the work undertaken and should be either:

- (i) an active member of the Association of Consulting Engineers New Zealand (ACENZ) or;
- (ii) a member of the Institution of Professional Engineers New Zealand (IPENZ) having a current policy of Professional Indemnity Insurance for a sum not less than \$200,000 or;
- (iii) a member of the New Zealand Institute of Architects (NZIA) having a current policy of Professional Indemnity Insurance for a sum of not less than \$200,000.

Design Build Contracts

If the design professional is engaged by the contractor, the territorial authority should satisfy itself that it is appropriate for the territorial authority to rely upon a producer statement from the design professional.

Consulting Services during Construction Phase

There are several levels of service which a design professional may provide during the construction phase of a project. The territorial authority is encouraged to require that the service to be provided by the design professional is appropriate for the project concerned.

Requirement to provide Producer Statement

Territorial Authorities should ensure that the applicant is aware of any circumstances in which there may be a requirement for producer statements for the construction phase of building work at the time the building consent is issued as no design professional should be expected to provide a producer statement unless such a requirement forms part of the design professional's engagement.

Attached Particulars

Attached particulars referred to in this producer statement refer to supplementary information appended to the producer statement.



KAIPARA DISTRICT COUNCIL
 P/Bag 1001, Dargaville Ph 09 439 7059 Free Phone 0800 727 059
 PO Box 26, Kaiwaka Ph 09 431 2013 Free Phone 0800 100 388
 Email: council@kaipara.govt.nz www.kaipara.govt.nz

FIELD ADVICE NOTICE - FINAL INSPECTION

2159

To: Young
 Address: 73 Cole Hill Road
Mangawhai

Date: 29.8.09

Consent No: 060998

+ 060841

IN ORDER TO COMPLY WITH THE BUILDING ACT 2004 AND APPROVED DOCUMENTS

THE FOLLOWING ITEMS HAVE BEEN NOTED:

ROOF

- 1. Fixing ☐
- 2. Ridging ☐
- 3. Barge flashing ☐
- 4. Roof penetration flashing ☐
- 5. Spouting fixing ☐
- 6. Downpipe fixing 1.2m crs ☐
- 7. Ventpipe fixing 1.2 ☐

EXTERIOR

- 8. Subfloor ventilation ☐
- 9. Subfloor bracing ☐
- 10. Cladding (joints, corner) ☐
- 11. Post fixing ☐
- 12. Wastewater pipe (fastening support & gradient) ☐
- 13. Water supply pipe (fastening-support) ☐
- 14. Underfloor installation ☐
- 15. Brick veneer weep and vent holes cleaned ☐
- 16. Barriers 1.0m, Stairs 900 ☐
- 17. Finished ground level ☐
- 18. Flash around openings ☐
- 19. Swimming pool fence ☐

INTERIOR

- 20. Service rooms walls ☐
- 21. Service rooms floors ☐
- 22. Ceiling insulation ☐
- 23. Barriers (900 internal)/handrails ☐
- 24. Safety glass where required ☐
- 25. Free standing fire (inc. Seismic strapping) top and bottom ☐
- 26. Fire wall to roof ☐
- 27. Extraction system vented to outdoor air ☐
- 28. Smoke Alarms ☐

PLUMBING

- 29. Wastepipe traps ☐
- 30. Wastepipe for washing machine ☐
- 31. Drain vents ☐
- 32. Seismic restraints to cylinder and tank ☐
- 33. HW tempering valve 55° ☐
- 34. HW energy cutout switch ☐
- 35. Stopvalve fitted to pressure reducing valve ☐
- 36. Pressure relief valve and pressure reducing valve set at equal pressure ☐
- 37. Filter-pressure limited-stop-non return cold Water expansion valves fitted (main pressure Cylinder only) ☐
- 38. Taps marked hot and cold ☐
- 39. Waste pipes finished at gully traps ☐
- 40. Air admission valves ok ☐

DRAINAGE

- 41. Gully dish 25mm above sealed surface ☐
- 42. Gully dish 100mm above unsealed surface ☐
- 43. Stormwater drain finished ☐
- 44. Foulwater drain finished ☐
- 45. Backflow preventer installed (spa/pool) ☐
- 46. Retaining wall drainage connected to Stormwater ☐
- 47. Drain ☐
- 48. Effluent field planted ☐

ROAD DAMAGE (for council information)

- 49. Crossing installed ☐
- 50. No damage to footpath and/or crossing ☐

NOTES:

no to CIL
060841 inspected
27.11.09 454 to 1.1.10
no for Reg

ENTERED

ACTION TO BE TAKEN:

Relin. fan 994
ACC worked. complete to high dim
All items attached to
All documentation Rel
As built survey be on council. file

FURTHER INSPECTION REQUIRED: YES/NO COMPLIANCE: YES/NO

INSPECTOR: [Signature]

THIS NOTICE RECEIVED BY: [Signature]

NEXT INSPECTION: [Signature]

Code Compliance Certificate 060841

Form 7, Section 95, Building Act 2004

G and M Young
P O Box 401067
Mangawhai Heads

Issue Date: 1/09/08
Overseer: Derek Free

THE BUILDING:

Street Address of Building:	73 COAL HILL ROAD, MANGAWHAI
Valuation Number:	0123100804
Legal Description:	LOT 2 DP 208942 BLK III MANGAWHAI SD - S UBJ TO ESMT
Building Name:	
Location of Building within site/block number:	
Level/Unit Number:	
Current Lawfully Established Use:	Owners Use
Year First Constructed:	

THE PROJECT:

Description:	Build a Retaining Wall RETAINING WALLS
Type of Work:	
Intended Use:	owners Use
Intended Life:	Indefinite, but not less than 50 years
Stages:	Being Stage 1 of an intended 1 Stages

THE OWNER:

Owners Name:	G and M Young		
Owners Mailing Address:	P O Box 401067, Mangawhai Heads		
Street Address/Registered Office:			
Phone	Landline: 09 431 4739	Daytime:	After Hours:
Number	Mobile: 0274 855 738	Fax:	
Email:	Website:		

FIRST POINT OF CONTACT:

First Point of Contact:	As above
-------------------------	----------

BUILDING WORK:

Building Consent Number:	060841
Issued By:	Kaipara District Council

This Code Compliance Certificate is issued by the Kaipara District Council. As the Building Consent Authority it is satisfied, on reasonable grounds that :

- (a) the building work complies with the Building Consent 060841
- (b) the specified systems in the building are capable of performing to the performance standards set out in the building consent.
- (a)

Signature



Date: 1/09/08

Position Building Services Officer

On behalf of: Kaipara District Council

COUNCIL

1/3

Mangawhai Draughting and Design

Dave Stewart

210 Molesworth Drive Mangawhai 0583 Phone 09 4314 804 Fax 09 4314 802 Email dave.draft@xtra.co.nz

RETAINING WALL for

GARY YOUNG - COAL HILL ROAD, MANGAWHAI

Design Criteria: AS/NZS 1170, NZS 3603
NZTF Timber Design Guide

Retained Soil Properties:

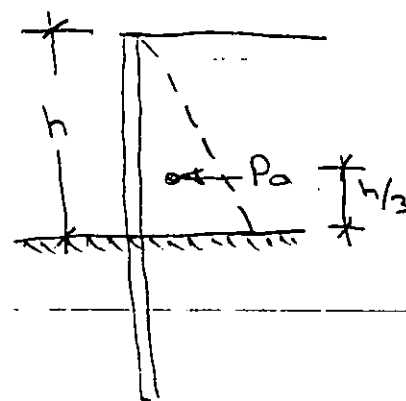
$$\gamma = 18 \text{ kN/m}^3$$

$$\phi = 26^\circ$$

$$\Rightarrow k_a = 0.4$$

surcharge = Nil

Soil Load: $P_a = \frac{1}{2} \gamma h^2 k_a$



1/ 2m High Wall (1m spacing)

$$P_a = \frac{1}{2} \times 18 \times 2^2 \times 0.4 = 14.4 \text{ kN}$$

$$P_u = 1.5 \cdot P_a \text{ (AS/NZS 1170)} = 21.6 \text{ kN}$$

$$M_u = P_u \cdot h/3 = 14.4 \text{ kNm}$$

Try 250 mm dia. poles

Allowable BM, $\phi M_n = \phi k_1 k_2 k_s k_a k_r \phi_b Z$ (Eq 3.4-3603)

slenderness ratio, $S = k_1 L/d$ (Eq. 3.14 3603)

$$= 2 \times 2 / 0.25$$

$$= 16$$

KAIKARA DISTRICT COUNCIL

BC 060841

DH

BUILDING INSPECTOR

2/3

Mangawhai Draughting and Design

Dave Stewart

210 Molesworth Drive Mangawhai 0583 Phone 09 4314 804 Fax 09 4314 802 Email dave.draft@xtra.co.nz

$$\therefore h_g = 0.87$$

$$\therefore \phi M_n = 0.8 \times 0.6 \times 1 + 1 \times 0.87 \times 0.85 \times 38 \times 1.53$$

$$= 20.6 \text{ kNm} > M_u \therefore \text{OK}$$

$$\text{max spacing} = 20.6 / 14.4 = 1.4 \text{ m}$$

$$\text{Embedded depth: } H = A \left(1 + \sqrt{1 + \frac{2.18L}{A}} \right) \quad (1.0 \text{ m spacing})$$

$$A = 1.17P / sB$$

$$s = 70 \text{ kPa}$$

$$B = 0.45 \text{ m dia}$$

$$P = 21.6 \text{ kN}$$

$$\therefore A = \frac{1.17 \times 21.6}{70 \times 0.45}$$

$$= 0.81$$

$$\therefore H = 0.81 \left(1 + \sqrt{1 + \frac{2.18 \times 2/3}{0.81}} \right)$$

$$= 2.16 \text{ m}$$

USE 250 mm dia. poles at 1.0 m centres
in 450 mm dia x 2.2 m deep conc. footings

2/ 1.5 m High Wall

$$P_a = \frac{1}{2} \times 18 \times 1.5^2 \times 0.4 = 8.1 \text{ kN}$$

$$P_u = 1.5 \times 8.1 = 12.15 \text{ kN}$$

$$M_u = 12.15 \times \frac{1.5}{3} = 6.1 \text{ kNm}$$

DH

3/3

Mangawhai Draughting and Design

Dave Stewart



210 Molesworth Drive Mangawhai 0583 Phone 09 4314 804 Fax 09 4314 802 Email dave.draft@xtra.co.nz

Try 200 mm dia poles

$$\phi M_n = 0.8 \times 0.6 \times 1 \times 1 \times 0.91 \times 0.85 \times 38 = 0.785$$

$$= 11.1 \text{ kNm} > M_u \therefore \text{OK}$$

$$\text{Max spacing} = 11.1 / 6.1 = 1.8 \text{ m}$$

Embedded Depth (1m spacing)

$$A = \frac{1.17 \times 12.15}{70 \times 0.45} = 0.45$$

$$H = 0.45 \left(1 + \sqrt{1 + \frac{2.18 \times 1.5/3}{0.45}} \right)$$

$$= 1.28 \text{ m}$$

USE 200 mm dia poles at 1 m centres in
450 mm dia x 1.3 m deep concrete footings

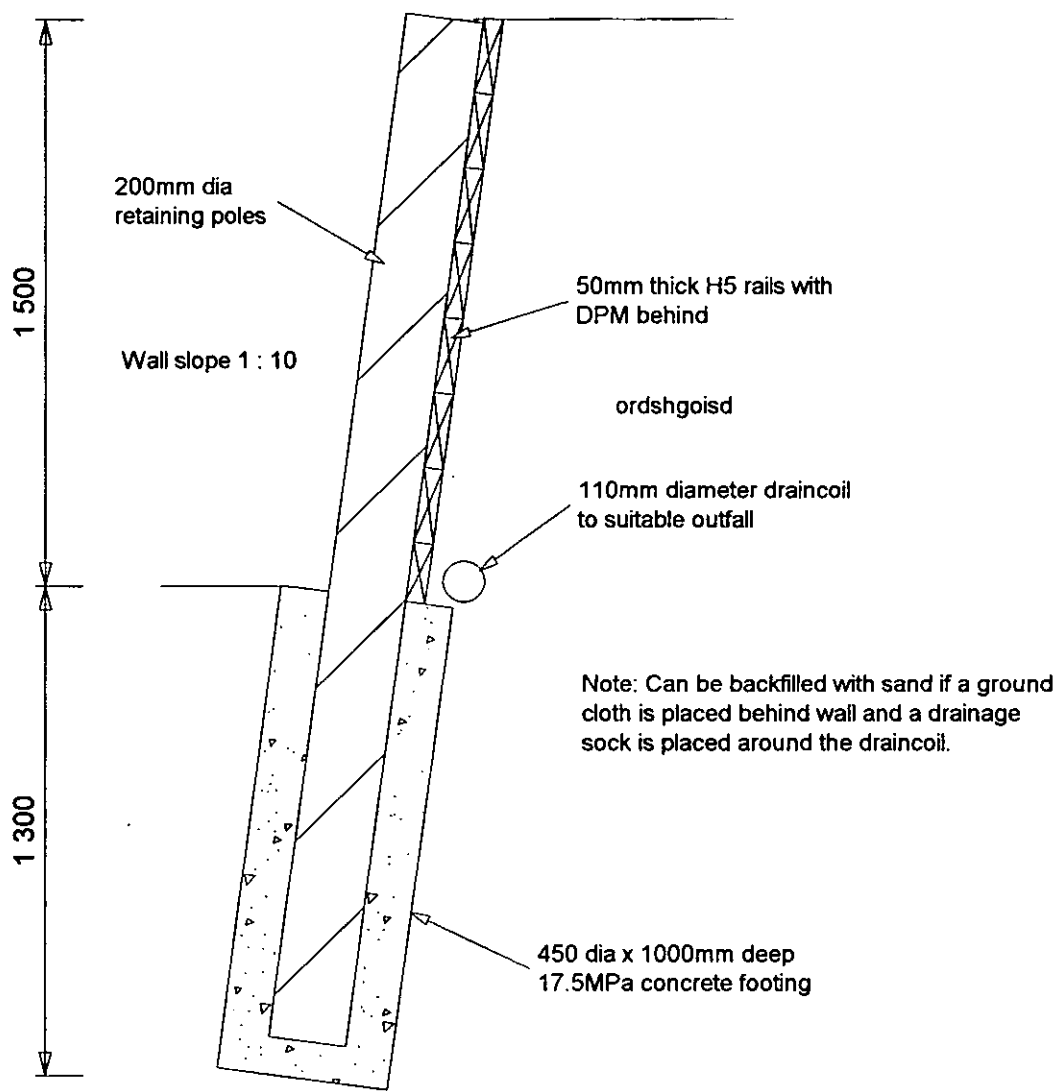
Retaining Boards

USE 50 mm thick ground treated retaining
boards

D.P. Stewart

13/10/06

DH

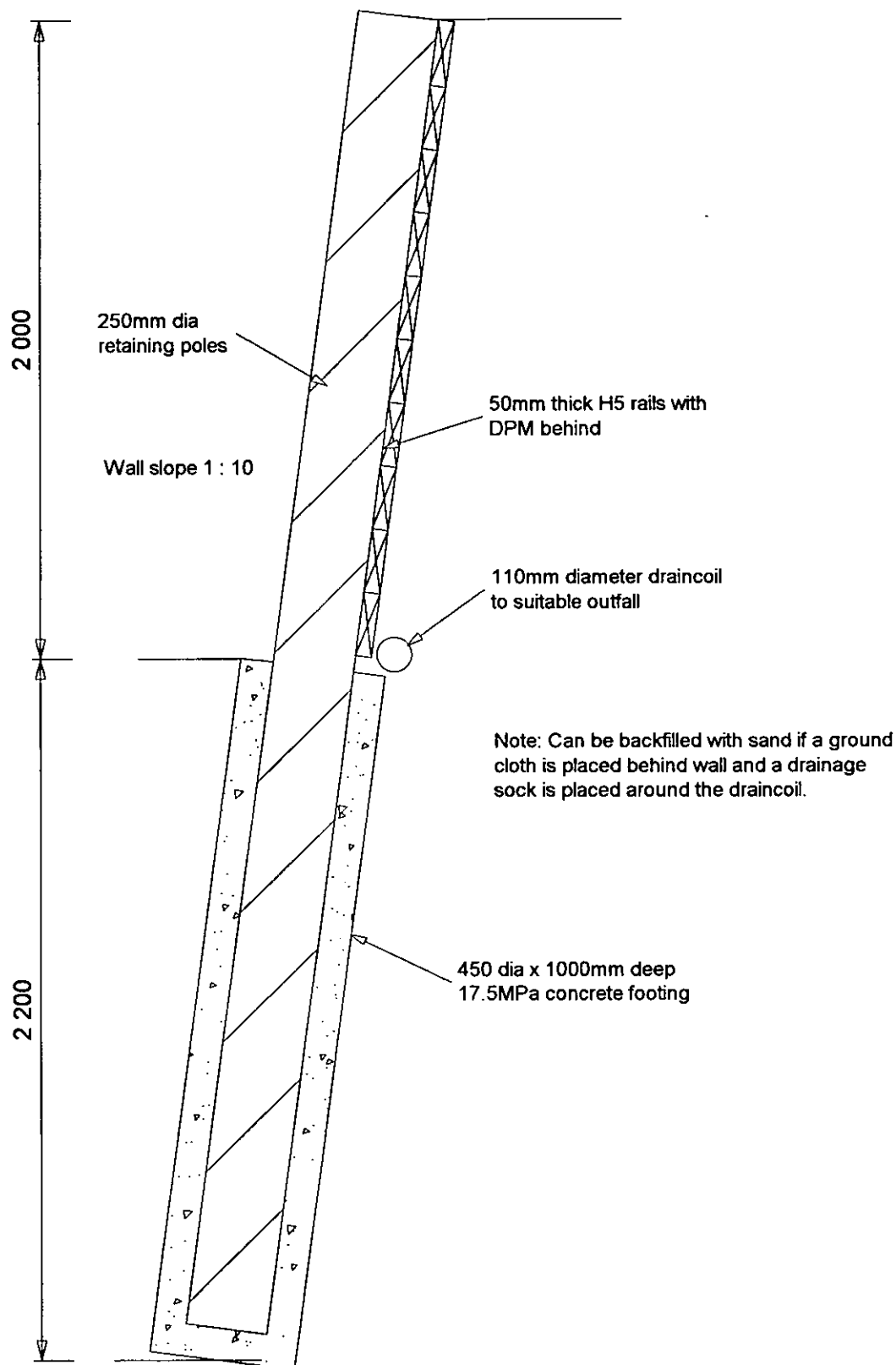


1.5m Retaining Wall Cross Section

1 : 20

OK

Mangawhai Draughting and Design Dave Stewart Phone 09 4314 804 Fax 09 4314 802 Mobile 029 4314 804 email dave.draft@xtra.co.nz	Retaining Wall for Gary Young Coal Hill Road	Drawn: D Stewart Date: 13/10/06 Scale: 1 : 20	Sheet No: one of: two Drawing No:
---	--	---	---



2m Retaining Wall Cross Section

1 : 20

DK1

Mangawhai Draughting and Design
Dave Stewart

Phone 09 4314 804 Fax 09 4314 802 Mobile 029 4314 804
email dave.draft@xtra.co.nz

Retaining Wall for
Gary Young
Coal Hill Road

Drawn: D Stewart

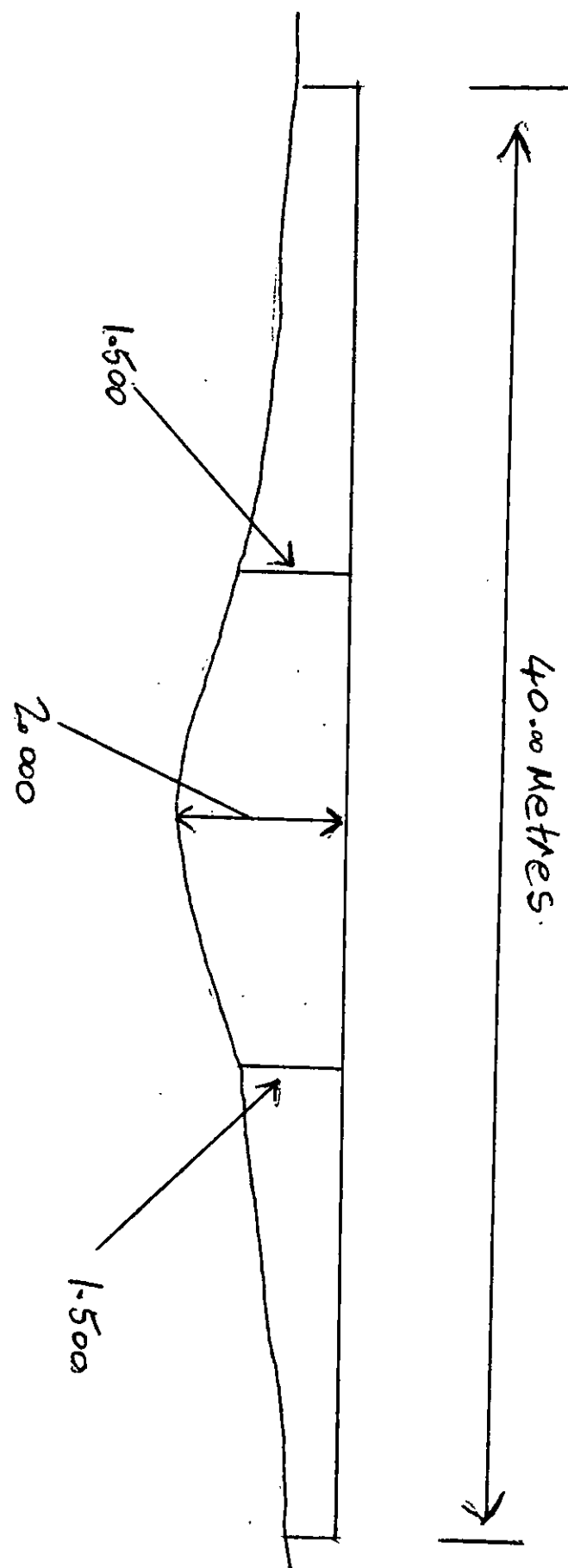
Date: 13/10/06

Scale: 1 : 20

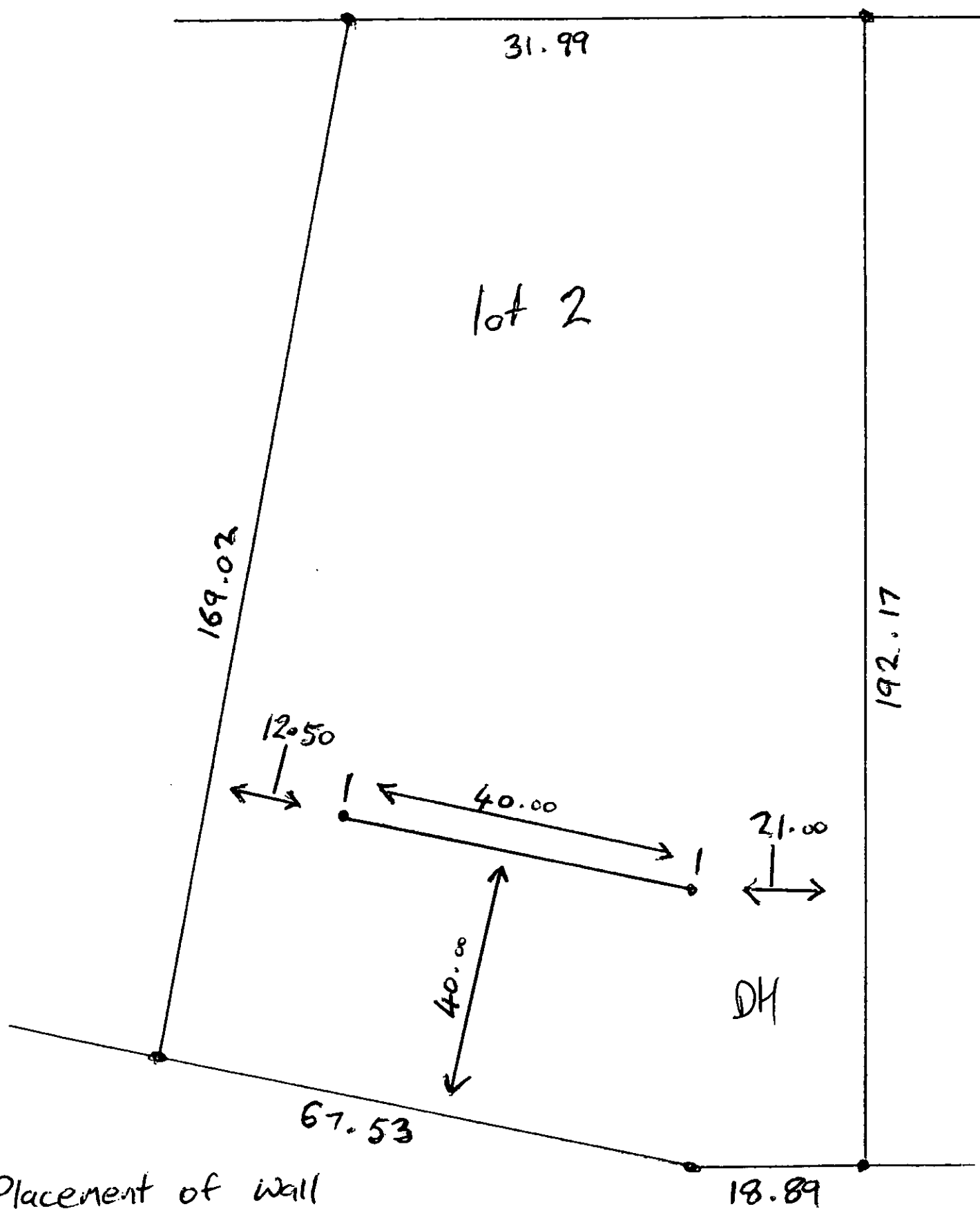
Sheet No: two

of: two

Drawing No:



DH



Asset Map 0123100848



Legend

- Territorial Authority Boundary
- Property Boundaries (Internal)
- Parcel Boundaries



Eagle Technology, Land Information New Zealand, GEBCO, Community maps contributors

Asset Map 0123100848



Legend

Territorial Authority Boundary

Property Boundaries (Internal)

Parcel Boundaries



Deprecated Basemap - Eagle Technology, Land Information New Zealand, Kiwirail, OpenStreetMap
Contributors

Roads and driveways

District councils are responsible for local roads and Transit New Zealand is responsible for state highways. Private driveways are the responsibility of private landowners.

Check whether the access driveway from the public road is part of the property or crosses other land.

Make sure any right of way is recorded on the title.

Check that any right of way shown on paper matches up with the formed access.

Check the location of any dwelling in relation to other people's or shared driveways – vehicles using driveways can cause dust.

Will my green rural outlook change?

The rural landscape is constantly changing. Change is a necessary and inevitable part of living in the country -

- farming methods change
- new types of rural production will occur
- crops (including trees) will be harvested
- land may be subdivided
- new people and new ideas will come

The council's rules are not intended to preserve things as they are now but to manage the environmental effects of ongoing changes.

Ask the council about its rules for rural subdivision and the location of buildings on adjoining land.



Other things to check:

- Requirements for controlling serious weeds
- Responsibilities to control dogs and livestock
- The use of chemical sprays
- The location of emergency services (doctor, rural fire service)
- Power connection to the property



How can I find out about all of that?

Visit your district council – they will be able to answer many of your questions.

The district council can give you a Land Information Memorandum (a 'LIM') which describes important details about any property. There will usually be a small fee – but it is a small price to pay for accurate information.

You might also like to talk to the regional council.

Published by the
Ministry for the Environment
Manatū Mō Te Taiao
PO Box 10362, Wellington
Tel: (04) 917 7400, www.mfe.govt.nz



Ministry for the
Environment
Manatū Mō Te Taiao



Ministry for the
Environment
Manatū Mō Te Taiao

Thinking about living in the country?

Some things to check

This brochure answers some of the frequently asked questions about living in the country



REAL ESTATE INSTITUTE OF NEW ZEALAND





it's paradise – right?

It can be but remember - the rural environment is where people live and work. That means it's both a beautiful landscape and a place of production.

Some production activities create effects that are noticeable on adjoining properties. Many of these effects are a necessary and legitimate part of rural production. Maybe not all day or all year – but sometimes, depending on the season, there might be:

- Noise** Dogs barking, farm machinery operating, planting or harvesting activities, stock being moved, bird scaring devices, truck movements in the early or late hours, stock noise at weaning time, helicopters
- Smell** Animal enclosures, silage, effluent disposal
- Smoke** Stubble burn-off or other fires
- Dust** Cultivation, planting and harvesting, vehicles on unsealed roads and driveways
- Spray** Agrichemical spraying of crops and paddocks

Look around the rural neighbourhood and see what's there. Think about how established activities might affect you.

Ask around – find out what day-to-day life is like in that rural area in all seasons.

Spend some time there – check it out in good weather and bad weather days and all wind directions.

Can I do anything I want on my land?

It might pay to check. Usually you can – provided your activities don't cause adverse environmental effects.

Councils are responsible for managing the effects of activities and may have rules and bylaws controlling things like:

- house location and number of houses
- location of farm buildings and stock yards
- disposal of household sewage and stock effluent
- taking water from the ground or rivers
- discharges to ground and water
- burning of open fires
- distance of shelter belts and plantation forestry from boundaries
- noise
- removal of scrub or trees
- earthworks to build access tracks

There may be particular or additional controls in areas that have special landscape or ecological importance.

Ask the council for a copy of the rules applying to your property and rural neighbourhood.

Just as in town, it's important to get on with neighbours. The council can set basic guidelines or standards but, when it comes to managing minor matters, it's up to you and your neighbours.

Make sure you can get hold of your neighbours if anything happens on their property that might affect you.

Why not tell your neighbours about anything you plan to do that might affect them?



Water and sewerage

Most rural properties have to provide for their own water supply and sewage disposal.

This usually means rain water has to be collected in tanks or water has to be pumped from waterways or an underground bore. If water is already piped onto the property from elsewhere, find out where it comes from and check that there is an easement or permission that allows this to continue – even in summer dry periods.

Sewage disposal is often to a septic tank. Septic tanks need to be emptied periodically.

It may be that you will need to install a new water supply or sewage disposal system – especially if the property is bare land.

water supply and sewage disposal systems meet required standards and actually work.

Rural landowners are responsible for the ongoing maintenance of water supply and sewage disposal systems – you'll need to know how to maintain pumps and clear blocked drains.



Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





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

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

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 agency helping to sell your property.

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.

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.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

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 or needs a property inspection and the settlement date.

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- 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 any 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 (such as being late on paying the deposit or the remaining amount at the settlement date).

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 day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- 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
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

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

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

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

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 bank approval for 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
- 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
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- 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.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



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 process.

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 and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be 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.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate 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 real estate professional cannot ask the buyer to pay for their services if they have been engaged 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

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

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 something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate 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 real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them 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.

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

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will 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. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. 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 – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

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



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.