

Information Supplied by WDC

617 Kamo Road, Te Kamo

STATEMENT OF PASSING OVER INFORMATION

No person should rely on any information without seeking appropriate independent and professional advice and conducting their own due diligence investigation into this information.

The information has been supplied by a third party and Olive Tree is merely passing over this information as supplied to us.

We cannot guarantee its accuracy and reliability as we have not audited, or reviewed the information.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.



OLIVE TREE

CONNECTING PEOPLE & PROPERTY

Property Information and Disclosures

Property Address
 Listing Salesperson/people

Vendor to complete the following disclosures at time of listing:

Vendor's Warranties

When completing a Sale & Purchase Agreement, the Vendors Warranties clause requires that:

a) You have not received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or government authority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from any other party.

b) You have no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

If you are unable to warrant either of the above, please describe:

Notes:

Insurance

- No Yes Have you ever made any insurance or EQC claims in connection with the property?
- No Yes Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property?

If 'YES' to any of the above, please explain:

Property Disclosures (include notes for further detail)

- No Yes Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?
- No Yes Are there any areas of concern relating to the property and it's neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?
- No Yes Is everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the intended chattels?
- No Yes Does the property display characteristics of asbestos presence? *not aware of any*
- No Yes Does the property display evidence of the presence of Dux Qest plumbing? *not aware of any*
- No Yes Does the property display evidence of the presence of weatherside cladding? *not aware of any*
- No Yes Are there keys and/or remotes (if applicable) for every external door?

Insulation: Is there Insulation: in all external walls (ex-garage)? No Yes Unsure
 in the ceiling? No Yes Unsure
 underfloor? No Yes Unsure
 in garage (if part of house)? No Yes Unsure

Additional Notes:

Social Housing located nearby - Unaware of any / Yes

Property Disclosures continued

No Yes Is the property connected to town services? - water, stormwater, sewage?
If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?

No Yes Will there be water/electricity/gas available for the new owner on settlement?

No Yes Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:

If, yes, was the property professionally remedied? No Yes
Can you provide evidence of this? No Yes

No Yes Does the property have a wood burner or open fire? place?
When was it last serviced? _____
Does it have a Code Compliance Certificate or Permit? No Yes N/A

No Yes Are there any retaining walls on or about the property?
Is there a Code Compliance Certificate or Permit available (where applicable)? No Yes N/A
Is there any evidence of movement in the wall/s? If so please explain

No Yes Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?

No Yes Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?

No Yes Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?

No Yes Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?

No Yes Have any fully-tiled showers been installed? (They will need a CCC)

No Yes Is there any evidence of current or past insect, rodent or animal issues on the property?

Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s) Yes No **SHED**
a) are they fully City Council compliant for their claimed type of use? No Yes N/A
b) is there anything about them that should be disclosed to buyers? No Yes
c) are they fully operational (completed, permanent power supplied etc)? No Yes

No Yes If the property is a rental property does the home meet the "healthy homes" requirements?
The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping in rental properties. All private rentals must comply within 120 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2025. see www.tenancy.govt.nz
 N/A
 Unsure

No Yes Unsure N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)

Additional Notes: (if required)

CONSERVATORY ROOF LEAKS - DEPENDING ON RAIN DIRECTION.
AUTO GARAGE DOOR NOT WORKING

Consevatory and garden shed are not noted on the Record of Title flats plan.
It is recommended to seek independent professional advice regarding this.

Property Disclosures continued

Leaks Disclosure

No Yes Was any part of any building (or alterations to) constructed in 1990 – 2005? (This period is noted for potential weathertightness issues.

No Yes WATER: Are you aware of any weathertightness or water damage issues past or present (leaks, mould, dampness, flood damage, failed offers, remedial action applied to any problem area(s) or any matter related to water ingress or damage affecting any building forming part of the property)? If 'Yes' describe fully: *See Page 2 notes*

Documents provided by the Vendor

The following will be made available to buyers via the buyer document link upon request. Agent will note or cross out all the documents available and if provided tick to confirm they are in the Buyer Info Pack.

- LIM Available Uploaded to Buyer Documents
- Title & Instruments Available Uploaded to Buyer Documents
- Building report Available Uploaded to Buyer Documents
- CCC Available Uploaded to Buyer Documents
- HH report Available Uploaded to Buyer Documents
- RC Available Uploaded to Buyer Documents
- Building Consents Available Uploaded to Buyer Documents

Any relevant certificates like Safe & Sanitary reports, QC data, Insulation or COA certificates? Uploaded to Buyer Documents

Other Uploaded to Buyer Documents

The client(s) undertake to disclose to ownly and the listing salesperson (in writing - addressed to the listing salesperson) details of any water penetration issues that they become aware of between listed date and sold date. **Additional Notes:** (if required)

This section is to be maintained during the course of the listing by the salesperson.

If I am aware, or become aware during the course of the listing, that (under ownly or any agency);that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, it will be explained below, together with our understanding of the reason for the failure, if it is known.


Salespersons notes: If I become aware during the course of the listing of any Disclosure issues (that were not disclosed elsewhere in this document) I will note them here or on the supplementary page attached:

The Memorandum of Lease notes that:

- Lessors hold the right to inspect each others property (clause 7)
- Lessors (or majority of owners) permission required before subletting/leasing (clause 22 (b))

Vendor Declaration

"The above information has been provided to the best of our knowledge, accurately and in good faith. If we are aware of any defects above or below the ground that could affect the property's weathertightness, durability or habitability we have disclosed them herein. Anything discovered subsequently will be disclosed to the salesperson in writing. We understand the information in this document or subsequent information provided is required by law to be disclosed to Purchasers".

JULIE BOOTH (GOODHUE)		10 FEB 26
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date

Title Information (Salesperson to complete after listing and before launching on the market)

Address: 617 KAMD ROAD Title doc obtained on: 28.1.26
 ESTATE: Freehold Cross-Lease (Fee Simple) Stratum in Freehold (Unit Title) or: _____

NB: A title will not provide any guarantee regarding boundaries or land size and nor can the salesperson. If you have any doubts you should research further or engage a surveyor to verify the exact boundaries. Mortgages or Caveats: These should be cleared on settlement (i.e before you move in.) If an interest or memorial on the title applies to this land the box next to the explanation is to be marked.

- TITLE YET TO BE ISSUED** This property can be purchased but any sale and purchase agreement must be conditional upon the title being issued and being acceptable to your lawyer.
- Appurtenant to/ Dominant Tenement/ Benefited Land:** If an Interest begins with or includes these words, it is for the benefit of this land.
- Subject to/ Servient Tenement/Burdened Land:** If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications.
- Easements:** These grant benefits or rights to cross land and usually refer to above-ground or underground services and Rights of Way. Sometimes they refer to Party Walls.
- Resource Management Act 1991.** If the property was developed after 1991 there should be reference to the RMA which usually implies the development was consented under that Act.
- Fencing: Covenant, Provision or Agreement.** A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement.
- Land Covenant, Encumbrance:** This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property.
- Consent Notice:** Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners.
- Building Line Restriction (ancient measure from road):** Even if noted, these now rarely apply and have been replaced by conditions in the District Plan. Internal Building lines may still apply.
- Legal, Crown Minerals, Acts of Parliament, Gazette Notices etc:** These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice.
- Cross lease Properties (see below)** We will attach a copy of the Memorandum of Lease (if it is available). The Lease contains the rules applying to occupation and use. These are usually standard conditions but if we are aware of special rules we (or your lawyer) can explain them to you. The Title includes a Flats Plan and you should compare this to what is actually on the property and check for a changed 'footprint'. Please also ask your lawyer to explain this type of Estate, to check the Flats Plan against the Lease and to check the wording of the Lease.

Cross Lease Title N/A

- No Yes In relation to the original floor plan, have there been any alterations to the external dimensions of the dwelling?
- No Yes Are any of the alterations enclosed and attached to the dwelling? (Refer to Clause 6.4 (2) of the Sale & Purchase Agreement.
- No Yes N/A Is there evidence of the other cross lease owners approval of these changes?
- No Yes N/A Does the flats plan appear accurate?
- No Yes The salesperson has obtained a copy of the memorandum of lease and it is available for viewing. Please ensure your lawyer explains any restriction that may affect your use of the property on the memorandum of lease.

Unit Title N/A

- No Yes Pre-Contract Disclosure Statement is available
- No Yes A longterm maintenance plan is available

District Plan Authority Property Zoning (proposed district plan) Medium Density Residential Zone
 No Yes Is the property categorised as being in a flood area? If yes, attach a map
 No Yes If there are any other features that may be of interest to a prospective purchaser, note it below.

Additional Salesperson notes regarding the District Plan (Local Authority Plans/ Intentions): (if required)

Information to Purchasers

A Title is a legal document that sometimes contains complex content beyond the knowledge of the Salesperson. The Salesperson’s opinion and information, while given here with the best of intentions, may not be legally or factually correct. It is important that you are clear on what notations on the Title mean and how they may impact on your purchase and/ or the use of the property. **We strongly recommend that you seek the professional advice of your lawyer or make further enquiries, especially if you have any doubts about the information given or have questions that the salesperson is unable to answer to your satisfaction.**

District Plan (Local Authority Plans/ Intentions): NB: Any or no comment in the ‘Salesperson Note’ section above regarding the district plan does not purport to be exhaustive. We recommend you consult your local authority for more information.

Size etc. of Land and Buildings: The information in the Title, marketing material and other documents is derived from outside sources and we cannot guarantee its accuracy. **If buyers have any doubts about the given information they are strongly recommended to make further enquires or seek professional advice.**

Notes on Weathertightness, Dux Qest and Asbestos

Cladding products or systems as follows, may be associated with weathertightness issues. These products include but are not limited to:

- Polystyrene
- Cement Board Sheeting (often texture-coated)
- Stucco

Building designs with the following may also be considered at risk:

- narrow or no eaves
- internal gutters
- decks above ground floor
- And/or exposed flat areas above internal rooms, e.g. deck, roof.

From September 1995 to 2005, kiln dried untreated timber was permitted to be used in construction and building designs of that era often excluded cavities in external walls.

20,000 to 40,000 houses in the mid 1970’s to late 1980’s were built using Dux Qest plumbing, a system known for spontaneously failing. Many properties have been replumbed, wholly or partially.

Houses built pre-2000’s may have some building products that contain **asbestos**.

Weatherside is a tempered hardboard, made from wood fibres which have been glued together. Issues occur when moisture ingress causes the glue in the cladding to fail, this is often due to un-maintained paint systems, cracking, or damage to the cladding.

Purchaser's please note carefully:

- The Vendor is only responsible for work they have completed.
- The Salesperson must disclose any issue known to them but is not required to uncover hidden defects and is not qualified to assess documents such as LIM reports, council files and building reports.

Purchasers are strongly advised to seek professional advice to establish the true condition and status of the property, so they are aware of any existing or possible future problems, as well as the property’s suitability for their use, even if you are in competition or in a ‘multi-offer’ situation.

The Salesperson has no conflict of interest marketing this property. If so, it is noted here: No Conflict Yes then if yes...

[Empty rectangular box for conflict of interest notes]

Salesperson Olive Tree - Pauline Dinsdale, Lisa Struneski, Angela

Signature

Pauline Dinsdale

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

For the property (address)

Property to be purchased in the name/s of

1. I confirm I have gained access to all areas of the property needed and have viewed all information necessary to make an informed buying decision.
2. I confirm I have had the opportunity and encouragement to seek legal advice.
3. Boundaries; I understand that the salesperson cannot, and so has not, defined these for me/us. A professional surveyor can provide accurate boundary information.
4. I understand that if I am intending to use the property in alignment with District Zoning for a specific purpose, I have needed to do my own due diligence about the ramifications of the specific zoning for this property?
5. I confirm I understand that Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties.
6. Finance: The S & P Agreement may require evidence of non-availability. I understand that should finance not be approved, I must provide evidence of this in accordance with the General Terms of Sale?
7. I understand that should I/we obtain a building inspection report and subsequently choose not to confirm on the basis of that report, I/we must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
8. Unconditional Offers: I understand that there are risks when I/we have no special conditions. (If that is the case) In making an 'unconditional' offer I/we are accepting the property's Title without chance of further review and understand that the deposit must be paid immediately.
9. **If this is a Unit Title**, I confirm I/we have received a Pre-Contract Disclosure prior to making this offer.
10. I confirm I understand that Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
11. I confirm I/we are entering into this transaction voluntarily and without duress.

Initial/s

Complaints Policy (all real estate agents are required to have a formal complaints policy)

The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz

All named Purchaser's are required to confirm that all acknowledgments and questions are read and understood and they have read and understood this entire 8 page Property Information Pack and Disclosures.

<input type="text"/>	<input type="text"/>
Purchaser 1 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 1	Date
<input type="text"/>	<input type="text"/>
Purchaser 2 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 2	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date

General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

Bright-Line Test

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:

Current Rules (Effective 1 July 2024):

Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.

Exemptions:

Main Home: The bright-line test does not apply if the property sold is your main home.

Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.

Start and End Dates:

Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.

End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.

Further information: ird.govt.nz

Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
 - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
 - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
 - is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz **Other useful sites** settled.govt.nz

Disclaimer: All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein. ownly recommend you seek expert and legal advice.

Property Disclosures

Additional Notes: (if required)

[Empty rectangular box for additional notes]



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **NA79A/815**
Land Registration District **North Auckland**
Date Issued 06 November 1989

Prior References
NA72B/552

Estate Fee Simple - 1/2 share
Area 733 square metres more or less
Legal Description Lot 1 Deposited Plan 123989
Registered Owners
Julie Margaret Booth

Estate	Leasehold	Instrument	L C063067.2
		Term	999 years commencing on the 1st October 1989

Legal Description Flat 2 Deposited Plan 134111
Registered Owners
Julie Margaret Booth

Interests

Appurtenant hereto is a right of way created by Transfer 437759 (Affects Fee Simple)
Land Covenant in Lease C063067.1 - 6.11.1989 (Affects Fee Simple)
C063067.1 Lease of Flat 1 DP 134111 Term 999 years commencing 1.10.1989 Composite CT NA79A/814 issued - 6.11.1989 (Affects Fee Simple)
C063067.2 Lease of Flat 2 DP 134111 Term 999 years commencing 1.10.1989 Composite CT NA79A/815 issued - 6.11.1989 (Affects Fee Simple)
Land Covenant in Lease C063067.2 - 6.11.1989 (Affects Fee Simple)

STATE HIGHWAY No 1
KAMO ROAD (20.72m wide)

BUTLER PLACE (15.24m wide)

FLAT 2
FLAT 1

LOT 1
DP173989

Approvals
 Check shown are legal boundaries of areas to be leased with structures unless shown otherwise.
 Areas shown (A) & (B) are to be subject to restrictive covenants pursuant to Section 211A of the Local Government Act 1974. I hereby certify that construction of the buildings depicted here on commenced after 1st April 1979 and a building permit for the construction of the buildings depicted has been issued by the Whangarei City Council pursuant to the By-law Dated this 30th day of August 1989.
A. Hodges Authorised Officer.

I Robert Cyril Hodges of Whangarei, Registered Surveyor and holder of an annual practicing certificate, do hereby certify that the buildings shown hereon are erected on the position and boundaries of C172B/552 and that the plan is correct.
 Dated this 5th day of September 1989.
 Signature *R. C. Hodges*

New C.S.T. Allocated
 Flat 1 - 79A/814
 Flat 2 - 79A/815

Total Area 733m²
 Comprised in C172B/552 (N1)

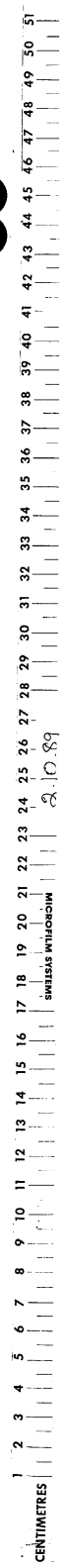
Registered Surveyor and holder of an annual practicing certificate (or who has been exempted from the Survey Act 1966) hereby certify that this plan has been made from some correct and by me or under my directions, that all plans and surveys are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Date 19/9/87 this 19th day of September 1987
 Signature *R. C. Hodges* Chief Surveyor

Field Book p. Traverse Book p.
 Reference Plans
 Examined by *R. C. Hodges* Correct. *R. C. Hodges*
 Approved as to Survey by *R. C. Hodges* Chief Surveyor
 19/9/87
 Deposited this 21st day of August 1989
 By *A. Hodges* District Land Registrar
 File No. DP 134/11
 Revised Instructions £7 5/11

Approved
A. Hodges
R. C. Hodges
R. C. Hodges
 Registered Owners


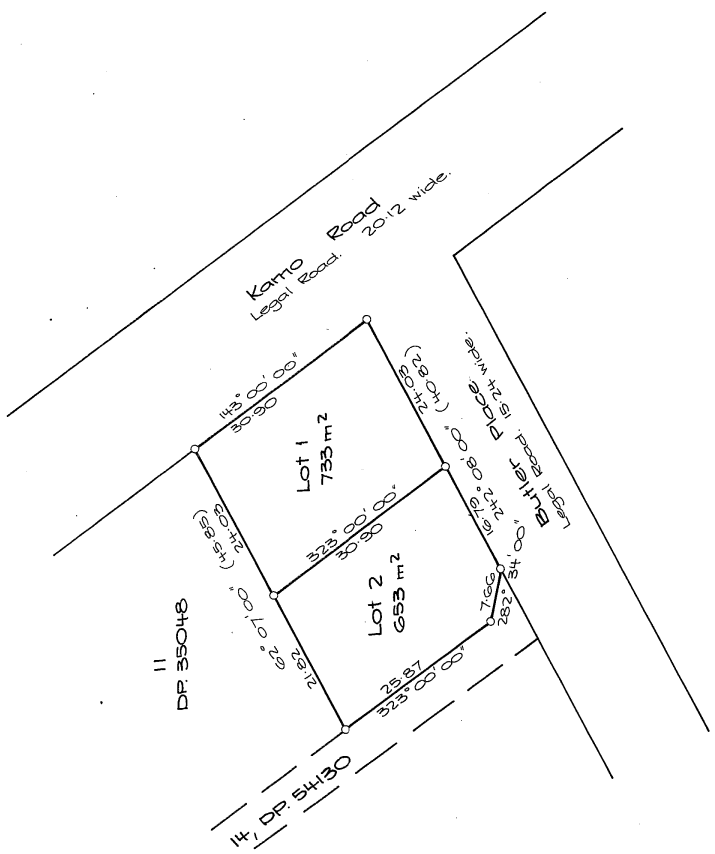
TERRITORIAL AUTHORITY WHANGAREI CITY
 Surveyed by HODGES & ELRICK
 Scale 1:150 Date AUGUST 1989

LAND DISTRICT NORTH AUCKLAND
 Survey Blk. & Dist. VII, PUEBIA
 NZMS 261 Sheet Record Map No.



DSR1 FORM 010

W.A. ROBERTSON, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

<p>Approvals Approved</p> <p>Registered Owners</p> <p>Whangarei City Council</p> <p>Whangarei City Council passed on the 31st day of March 1988 a resolution to consent to DP 35048 of the Local Government Act 1974 this survey plan and cancelling the building line imposed by DP 55976 and imposing DP 35048 and certifying that the survey plan is in accordance with the provisions of the operative district scheme for the area to which the survey plan relates the Whangarei City Council was satisfied here to in the presence of:</p> <p><i>[Signature]</i> Mayor</p> <p><i>[Signature]</i> Town Clerk</p>	<p>New C's T. Allocated:</p> <p>Lot 1: 72B/552</p> <p>Lot 2: 72B/553</p>	<p>Total Area 1386 m²</p> <p>Comprised in S.I. 902/170 (All)</p>	<p>I, Robert Selwyn Bryant, Registrar of Surveys and holder of an annual practicing certificate in accordance with the provisions of the Survey Act 1968 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and reference points were correctly located and that the survey was completed on the 16th day of February 1988. Signature <i>[Signature]</i></p> <p>Field Book: Reference Book: A</p> <p>Reference Point: A</p> <p>Examined A. DENNISON Correct</p> <p>Approved as to Survey <i>[Signature]</i> Chief Surveyor</p> <p>Deposited this 16th day of February 1988.</p> <p>File No. DP 123989</p> <p>Received Instructions</p>	<p>85/257</p>
				
				
<p>257 850</p> <p>257 850</p> <p>257 750</p>				
<p>832 900</p> <p>832 900</p>				
<p>W.A. HAWKES SURVEYOR GENERAL, DEPARTMENT OF LANDS AND SURVEY, WELLINGTON, NEW ZEALAND.</p>				
<p>LAND DISTRICT North Auckland</p> <p>SURVEY BLK. & DIST. VII Purua</p> <p>NZMS 261 SH1 RECORD MAP No</p>				
<p>TERRITORIAL AUTHORITY Whangarei City</p> <p>Surveyed by Robert S. Bryant</p> <p>Scale 1:400 Date February 1988</p> <p>LOTS 1 & 2 BEING A SUBDIVISION OF LOTS 12 & 13 DP 35048</p>				



CO63067.2L

Approved by the Registrar-General of Land, Wellington No. 212336.

North Auckland

Land Registry Office

MEMORANDUM OF LEASE

LESSORS: DONALD McARDLE SUTHERLAND motor vehicle dealer and MARGARET ANNE SUTHERLAND his wife (jointly as to a 1/2 share) ROBERT ALAN POTTER retail manager and ANN ELIZABETH POTTER his wife (jointly as to a 1/2 share) and FANNY TUCKER widow (as to a 1/2 share) all of Whangarei

LESSEE: DONALD McARDLE SUTHERLAND motor vehicle dealer and MARGARET ANNE SUTHERLAND his wife (jointly as to a 1/2 share) ROBERT ALAN POTTER retail manager and ANN ELIZABETH POTTER his wife (jointly as to a 1/2 share) and FANNY TUCKER widow (as to a 1/2 share) all of Whangarei

SCHEDULE OF LAND AND FLAT

Lessors Estate

C.T. REFERENCE	DESCRIPTION OF LAND AND LOCALITY	DESCRIPTION OF FLAT
72B/552	Lot 1	Flat No. 2
Area	Deposited Plan 123989	on Deposited Plan 134111 (hereinafter called "the Flat") which is part of a building erected on the said land comprising Flats Nos 1 & 2 as shown on the said plan (hereinafter called "the said building").
733m ²	Strata	

Encumbrances, Liens, and Interests:

- (1) Having appurtenant thereto right of way in Transfer 437759
- (2) Subject to fencing covenant in Transfer 437752

TERM 999 years commencing on the 1st day of October 19 89

RENTAL 10 cents per annum payable yearly in advance if demanded in writing by the Lessors prior to the commencement of the year for which it is payable.

CONDITIONS The parties hereby agree that:

- The covenants conditions and agreements set out in Schedules A, B & C herein form part of this Lease.
- In any case where the Lessors are proprietors of a leasehold estate in the said land the covenants conditions and agreements set out in Schedule D herein form part of this Lease.
- The words "Flat share" shall be deemed to mean a one-half share calculated in terms of the number of flats contained in the said building.
- The words "Land share" shall be deemed to mean a one-half share calculated in terms of the number of flats contained in all buildings erected on the said land.
- In respect of Clauses 6, 13 & 22 in the Schedules hereto where neither sub-clause (a) or sub-clause (b) has been deleted, sub-clause (a) shall form part of this Lease as hereinbefore provided and sub-clause (b) shall not.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DOTH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee/as tenant and subject to the conditions restrictions and covenants set forth herein.

as tenants in common in equal shares

IN WITNESS WHEREOF these presents have been executed this

19th day of October 19 89

SIGNED by the said DONALD McARDLE SUTHERLAND, MARGARET ANNE SUTHERLAND, ROBERT ALAN POTTER, ANN ELIZABETH POTTER

and FANNY TUCKER as Lessors in the presence of:

SIGNED by the said DONALD McARDLE SUTHERLAND, MARGARET ANNE SUTHERLAND, ROBERT ALAN POTTER and ANN ELIZABETH POTTER as Lessees in the presence of:

Law Clerk to Messrs. Thorne Dallas & Partners, Solicitors, Whangarei.

Law Clerk to Messrs. Thorne Dallas & Partners, Solicitors, Whangarei.

SCHEDULE A (Lessees Covenants)

THE LESSEE DOETH HEREBY COVENANT WITH THE LESSORS:

1. PAYMENT OF RENT

To pay the rent in the manner and at times hereinbefore provided.

2. PAYMENT OF MAINTENANCE EXPENSES

The Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors:

- (a) A Flat share of all costs and expenses properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.
- (b) A Land share of all costs and expenses properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.

PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving the said building or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.

3. RESTRICTIONS ON USE

The Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.

4. NOT TO CREATE FIRE OR OTHER HAZARDS

The Lessee shall not bring into or keep in the Flat any goods or any substance of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of the said building or which may make void or voidable any such insurance cover.

5. TO COMPLY WITH STATUTES

The Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.

6. (a) MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE

The Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat PROVIDED HOWEVER that where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this Lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

OR

6. (b) MAINTENANCE OF INTERIOR ONLY BY LESSEE

The Lessee shall at his own cost and expense keep and maintain in good order condition and repair the interior of the Flat (including the doors, windows and fitting of any kind but not any part of the structure, frame work or foundations) together with any electrical and plumbing equipment and any drains exclusively relating to or serving the Flat.

7. INSPECTION BY LESSORS

The Lessee shall permit the Lessors or their representatives at all reasonable times to enter the Flat to inspect the condition of the same.

8. TO KEEP COMMON AREAS CLEAR AND TIDY

The Lessee shall not leave or place in the passageways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish therein or thereon and shall place any rubbish containers in such reasonable location approved by the Lessors.

9. TO PAY FOR SERVICES TO FLAT

The Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

10. NOT TO MAKE STRUCTURAL ALTERATIONS

The Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any building, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.

11. USE OF EXCLUSIVE AND COMMON AREAS

The Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except: (a) The Flat (b) That part of the said land relating to the Flat marked or shown A on Deposited Plan No. 134111 ; (c) That part of the said land marked or shown Common Area on Deposited Plan No. 134111 but only for the purposes of reasonable ingress and egress by vehicle or on foot;

12. PRESERVATION OF LESSEES EXCLUSIVE AREA

The Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown A on Deposited Plan No. 134111 in a neat and tidy condition and in good repair.

13. (a) SEPARATE INSURANCE EFFECTED BY LESSEE

The Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on such parts of the said building as such Lessee holds as tenant.

OR

SPACES TO BE COMPLETED AND AMENDED AS NECESSARY

13. (b) PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS

The Lessee shall pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Flat share of the premium and other moneys payable in respect of the policy of insurance to be effected by the Lessors pursuant to Clause 20 (b) hereof PROVIDED THAT in any case whereby arrangement between the Lessors and the insurance company the premium in respect of each Flat in the said building shall be assessed and payable separately then the Lessee shall pay the separate premium whenever the same is due direct to the insurance company and shall if and wherever required by the Lessors produce to the Lessors the receipt for payment of the same.

14. LESSEES OWNERSHIP OF SHARE IN FEE SIMPLE

The Lessee shall remain the owner of a Land share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed provided always that this Clause shall not apply to the first Lessee hereof.

15. PAYMENT OF RATES

The Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's Land share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE B (Lessors Covenants)

THE LESSORS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE LESSEE:

16. QUIET ENJOYMENT

The Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

17. MAINTENANCE BY LESSORS

The Lessors shall keep and maintain in good order repair and condition:

(a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same; and

(b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.
AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.

18. LEASES OF OTHER FLATS

The Lessors shall lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder for the time being as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE C (Mutual Covenants)

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

19. DETERMINATION OF LEASE FOR DEFAULT

That if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and to expel and remove the Lessee but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease where the Lessors have actual notice of the address of the Mortgagee before or within seven days after the date of service of such notice upon the Lessee.

20. (a) RE-INSTATEMENT BY LESSEE (where Clause 13(a) applies)

That in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a Flat share of the cost of so doing.

OR

20. (b) RE-INSTATEMENT BY LESSORS (where Clause 13(b) applies)

That the Lessors shall in the names of the Lessors and Lessee for their respective rights and interests insure and keep insured the said building against fire and earthquake and such other risks as are normally covered under a comprehensive Home-owners policy for the full amount available under a replacement policy and shall pay the premiums on such policy as the same become due AND in the event of the said building being damaged or destroyed by any cause whatsoever the Lessors shall with all reasonable despatch repair and make good such destruction or damage and in the event of the moneys received under the said policy of insurance being insufficient to repair and re-instate the said building as aforesaid then the Lessee shall bear a Flat share of such insufficiency unless such damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or those parties.

21. LESSORS NOT LIABLE FOR WATER DAMAGE

That the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. (a) SUBLETTING BY LESSEE

The Lessee shall be entitled to let the Flat only to a reputable and solvent subtenant and the Lessee shall ensure that the subtenant first enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

OR

22. (b) RESTRICTED SUBLETTING BY LESSEE

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

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

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

23. PERFORMANCE OF LESSEES COVENANTS BY LESSORS

That in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by Servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges, and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars (\$10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.

24. POWER OF SALE OF LESSOR'S FLAT BY LESSORS

That in the event of this lease being determined in the manner herein provided then in any such case:—

- (a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and
- (b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and
- (c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;

AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purposes of this Clause 24 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.

25. NON-MERGER

That there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. ARBITRATION

That if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution therefor.

27. PROCEDURE FOR DECISIONS

That in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

- (a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If the proposed action is not agreed to unanimously within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) The parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

28. COLOUR SCHEME

That notwithstanding the provisions of Clause 27 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as is practicable to the existing colour scheme.

29. NON-DEVOLUTION OF LIABILITY

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

30. INTERPRETATION

That wherever used in these presents:—

- (a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
- (d) Words importing one gender shall include the other gender as the case may require.
- (e) Words importing the singular or plural number shall include the plural or singular number respectively.
- (f) The clause headings shall not form part of this Lease and shall have no bearing on the construction or interpretation of the same.

SCHEDULE D (Special Covenants for Leasehold Estates)

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

(a) Interpretation

- (i) The expression "Head Lease" means the Memorandum of Lease referred to in the Schedule of Land and Flat and the expressions "Head Lessor" and "Leasehold Estate" shall have corresponding meanings.
- (ii) The expressions "fee simple" "freehold interest" and "freehold estate" where they occur in Schedules A, B & C hereof shall unless inconsistent with the context refer to and include the leasehold estate.

(b) Lessee to pay share of Head Lease rental

That the Lessee will upon demand in writing by the Lessors pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Land share of the rental from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations thereunder or in or about any renewal thereof as hereinafter provided.

(c) Lessee to observe terms of Head Lease

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

(d) Lessors to pay Rent and observe Covenants:

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

(e) Rights of Renewal

That the Lessors will from time to time and so often as the same shall require to be done and at all proper times for so doing give all such notices do all such things execute all such documents and pay all such costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor the renewal of the Head Lease and of every lease so procured AND when and so often as the Head Lessor shall grant and execute unto the Lessors hereunder a new Head Lease as aforesaid the Lessors hereunder will at the cost and expense of the Lessee hereunder deliver unto the Lessee hereunder and the Lessee hereunder shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the Flat for the term of such newly granted head lease less the last day thereof a sublease at the same Flat share of rental and upon with and subject to the same covenants agreements conditions and provisions as are herein contained and implied including this present clause AND for the better enabling the Lessee hereunder to secure and enjoy the benefit of this present Clause the Lessors for the time being hereunder DO HEREBY JOINTLY AND EACH OF THEM DO TH SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being hereunder the Attorney for them and each of them and in their name and in the name of each of them to give all such notices and to do all such acts matters and things and to make all such appointments and to pay all costs, charges and expenses and to give, make execute and deliver all such documents and paper writings as shall for all or any of the purposes aforesaid be desirable necessary or expedient.

11A AND the lessor(s) do and each of them doth hereby covenant and agree with the lessee that the lessor(s) other than the lessee shall not during the continuance of this lease use for any purpose whatsoever that part of the said land shown as Area "A" on Deposited Plan 134111 (hereinafter called "the Area") TO THE INTENT that the said restrictive covenant shall be forever appurtenant to the estate and interest of the lessee hereunder for all purposes connected with the use and enjoyment thereof PROVIDED HOWEVER that no objection hereunder shall be taken to the lessor(s) or any of them entering upon the said land shown as the Area for the purposes of effecting repairs or maintenance of Flat on Deposited Plan or to any services thereto which shall cross under or over the said land shown as the Area to the said Flat AND PROVIDED FURTHER that the lessor(s) or any of them who shall so enter the land shown as the Area for the purposes aforesaid shall reinstate the said land to the condition in which it was prior to such entry.

S.
A. R.

REGISTERED IN DUPLICATE

Correct for the purposes of the Land Transfer Act.

Comments C.T. 79A/815 Issued
includes a 1/2 share in fee simple

J.P. Jones
A.L.R.

[Signature]

Solicitor for the Lessee

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

[Signature]

Solicitor for the Lessee.

LEASE

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

District
Assistant Land Registrar
of the District of Wellington

THORNE DALLAS & PARTNERS,
SOLICITORS,
WHANGAREI.,

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGIS
2405 06.NOV89 C 0630672F



© AUCKLAND DISTRICT LAW SOCIETY
(2F) L (D) [Signature]

26/4

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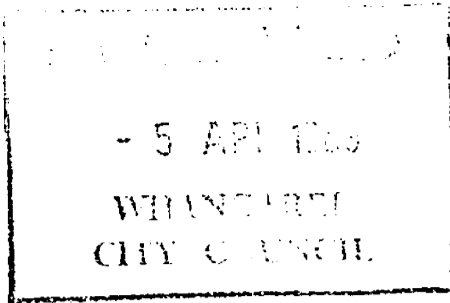
WHANGAREI CITY COUNCIL

2296

FILE NUMBER

BUILDING APPLICATION FORM

Please Note that any person wishing to take a vehicle over footway other than a proper crossing constructed for such purpose, shall apply to the Council for a permit to do so and shall pay the appropriate deposit.



6065145 PERMIT NUMBER 1/5/89

To: The CITY Engineer

I hereby apply for permission to erect

Two Dwellings

at 615 & 617 Kamo Road

for Mrs. F. Tucker

(House Number and Street)

(Owner)

of 89 Fisher Tce Kamo

(Address)

according to locality plan and detail plans, elevations

cross-sections and specifications of building deposited herewith in duplicate.

PARTICULARS OF LAND:

LENGTH OF BOUNDARIES:

Assess. No. 711/16

Front 30.9 Area 733 M²

Lot No. 1

Back 30.9

D.P. 123989

Side 24.03 Side 24.03

PARTICULARS OF BUILDINGS:

Foundations Tana Pile

Floors Timber & Concrete

Walls Hardiplank

Roofs Coloursteel

Area of Ground Floor 199 (Metres) Area of First Floor or Mezzanine (Metres)

Area of Basement (Metres) Area of Outbuildings (Metres)

Number of Storeys: Above kerb level One Below kerb level

Average distance of set back of front of buildings from street boundary line 4.5 & 7.5

ESTIMATED VALUE:

Buildings \$ 122,400.00

Sanitary Plumbing \$ 1,600.00

Sanitary Drainage \$ 1,000.00

Total \$ 125,000.00

OFFICE USE ONLY

FEES PAID BY OWNER/BUILDER/OWNER'S AGENT

Proposed purpose for which every part of building is to be used or occupied (describing separately each part intended for use or occupation for a separate purpose) Two private dwellings & garages.

Proposed use or occupancy of other parts of buildings

Nature of ground on which building is to be placed and on the subjacent strata Volcanic

PLEASE PRINT OWNER	BUILDER	OWNER'S AGENT
NAME Mrs F. Tucker	NAME OWNER	NAME Don & Margaret Sutherland
POSTAL ADDRESS 89 Fisher Tce Kamo	POSTAL ADDRESS	POSTAL ADDRESS 89 Fisher Tce Kamo
PHONE 52233	PHONE	PHONE 52233 home
Signature M. Sutherland	Signature	Date 483-109 of 482-639 work

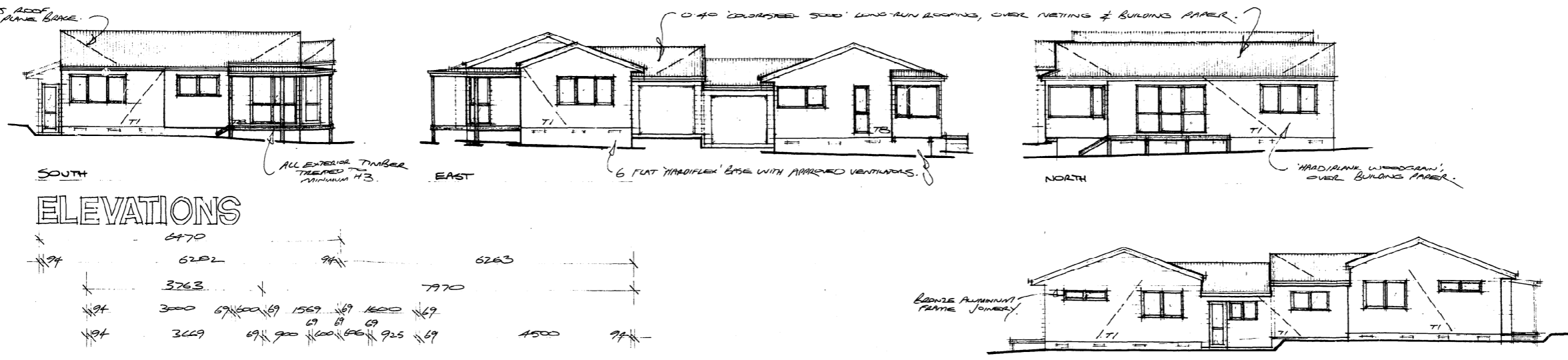
Builder Print

TAGS

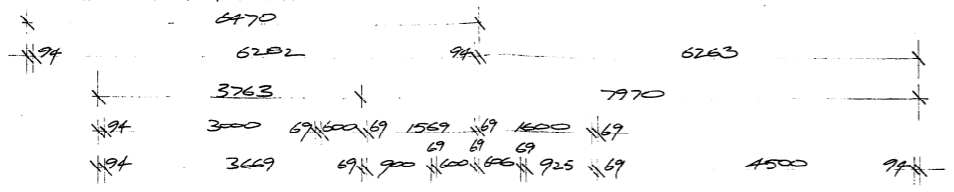
Series Eng.

AMBOND No.

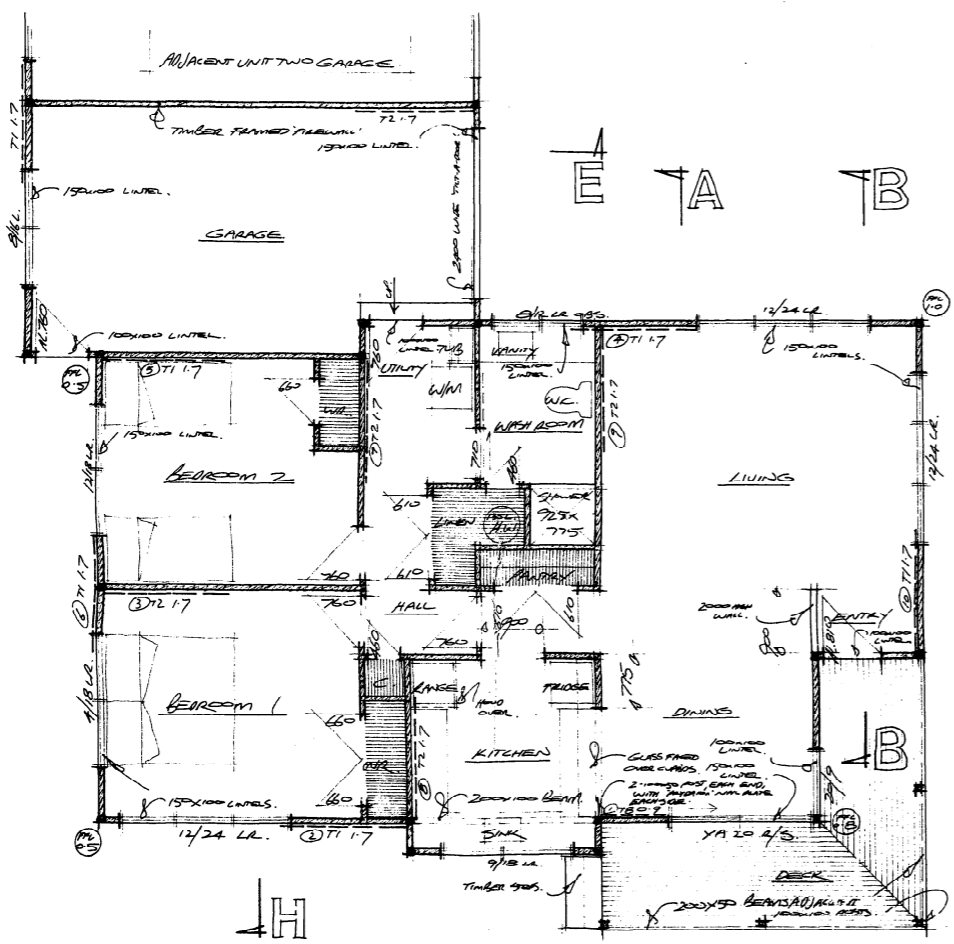
RECEIVED
- 5 APR 1989
WHANGAREI
CITY COUNCIL



ELEVATIONS

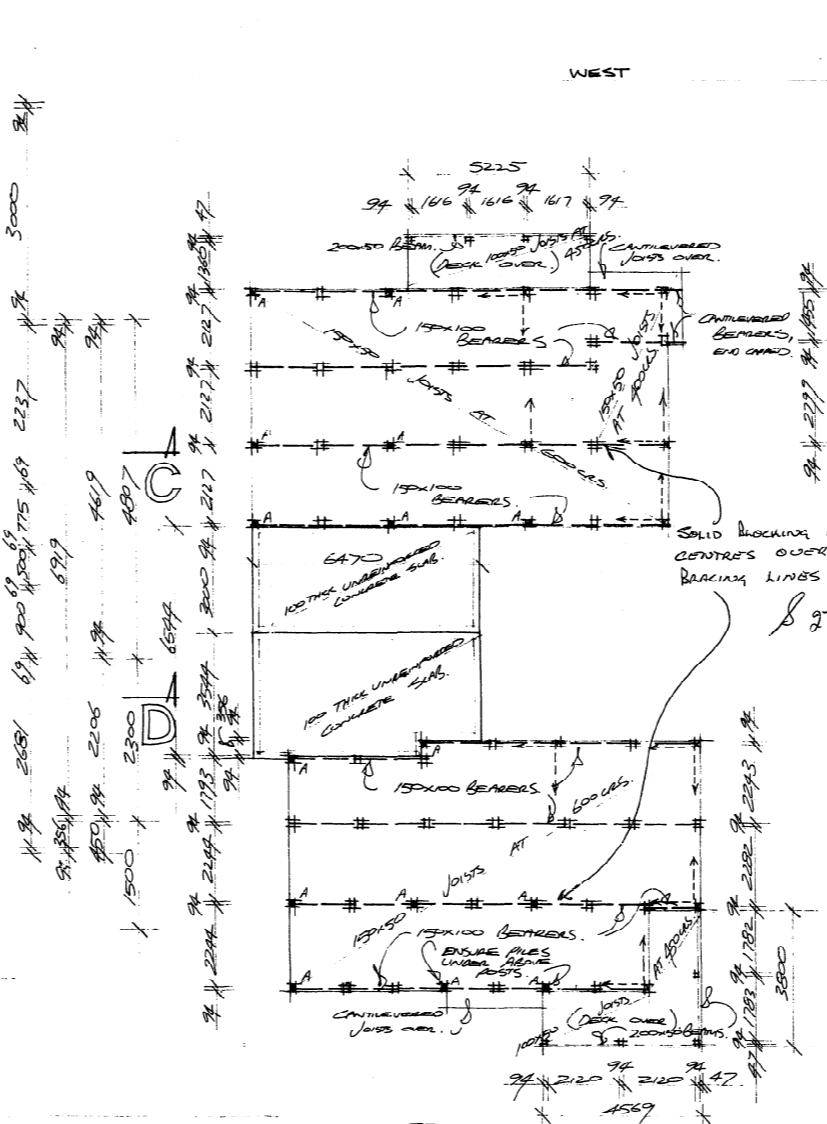


10756



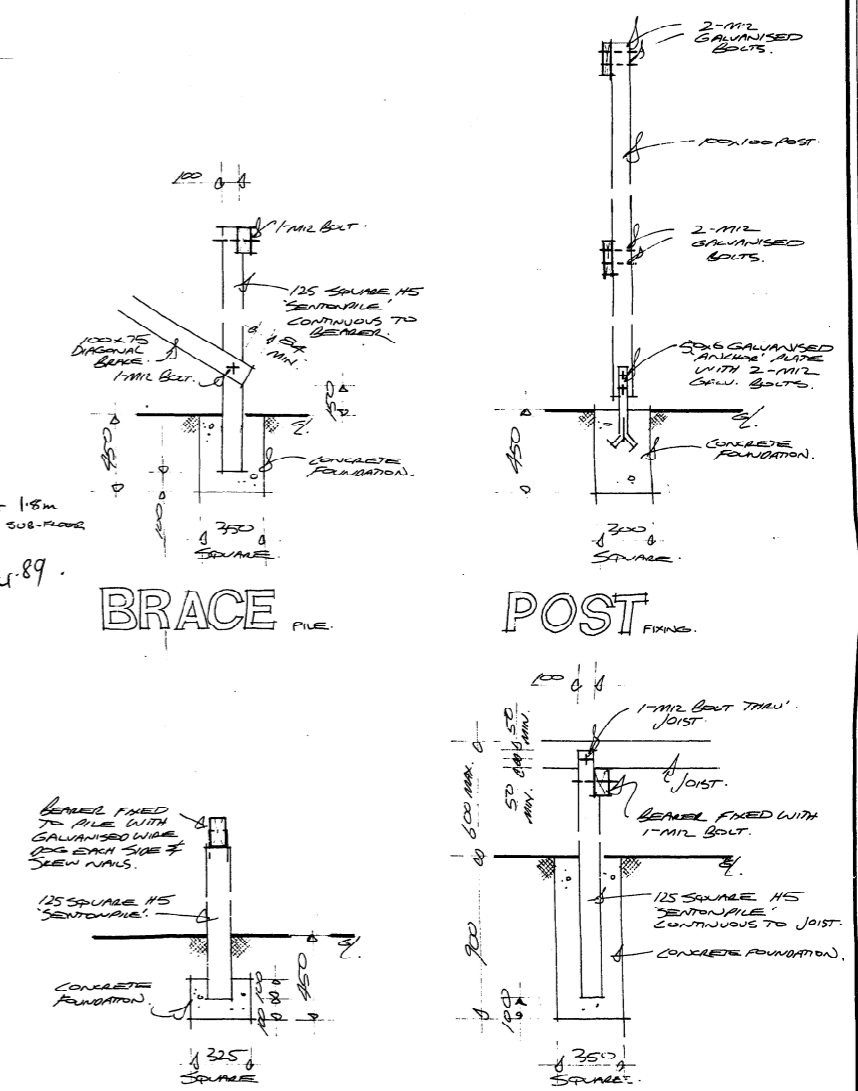
UNIT ONE FLOOR

AREA = 79m² (855 FT²) + DECK & GARAGE



SUBFLOOR

- T1 STEEL ANGLE BRACE WITH 2x8 BOARD LINING TO ONE FACE
- T2 STEEL ANGLE BRACE WITH 2x8 BOARD LINING TO BOTH SIDES
- TB SHEET BRACE TO ONE FACE ONLY
- 100mm SPACING JOINTS TO BE AT BUT JOINTS.



BRACE PILE

POST

ORDINARY

ANCHOR

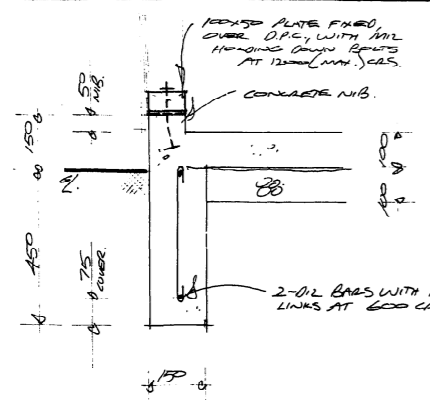
Grant McIlroy
DESIGN LIMITED
(089) 486969
registered company office
156 bank street
whangarei

PROPOSED UNITS FOR MRS. TUCKER AT CNR. KAMO ROAD & BUTLER PLACE, KAMO / WHANGAREI CITY.

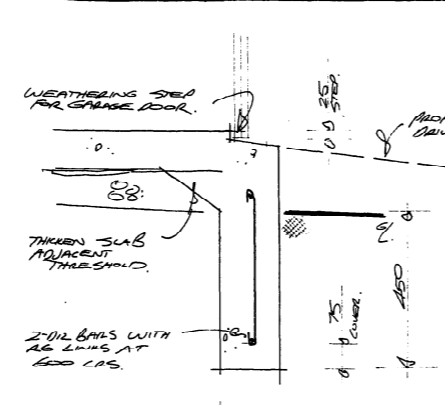
THIS PLAN IS IN FULL ACCORD WITH PROVISIONS ENGINEER'S CALCULATIONS.
T. J. [Signature] 3/1/89
date scale 1:100/150/1000
sheet plan 8294
ONE OF 3
P 1

10756

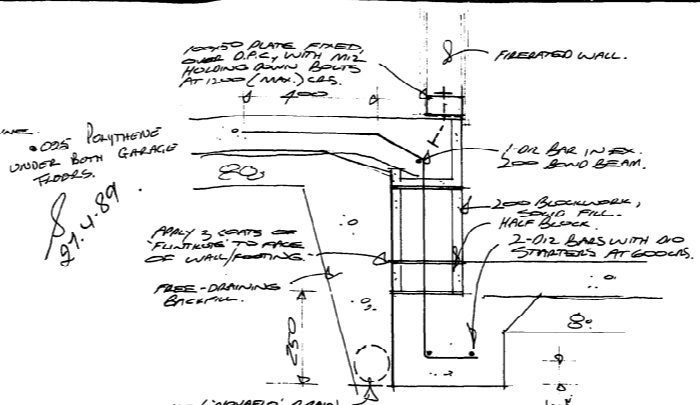
RECEIVED
- 5 APR 1989
WHANGAREI
CITY COUNCIL



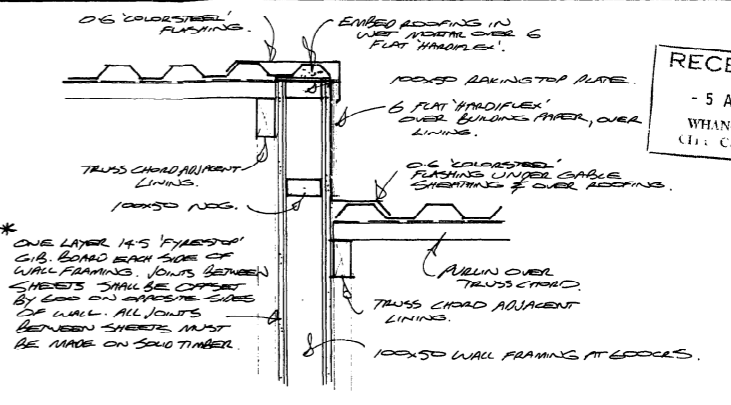
DETAIL 1



2

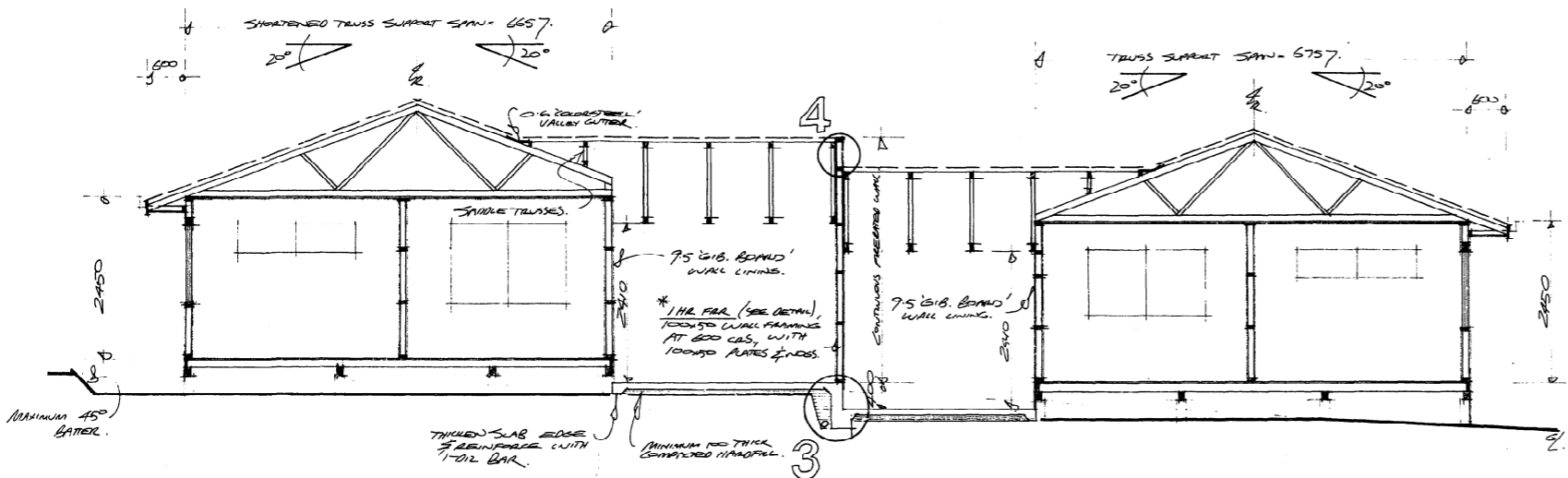


3

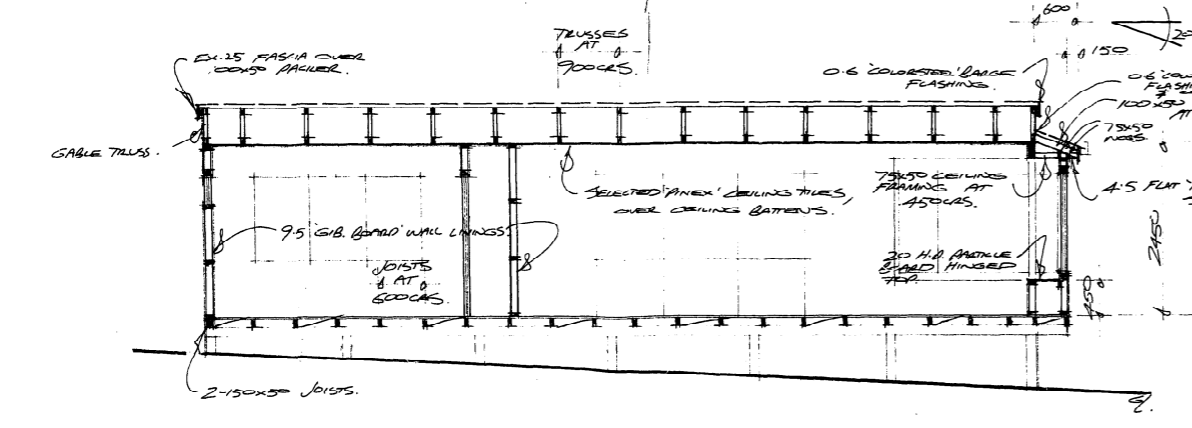


4

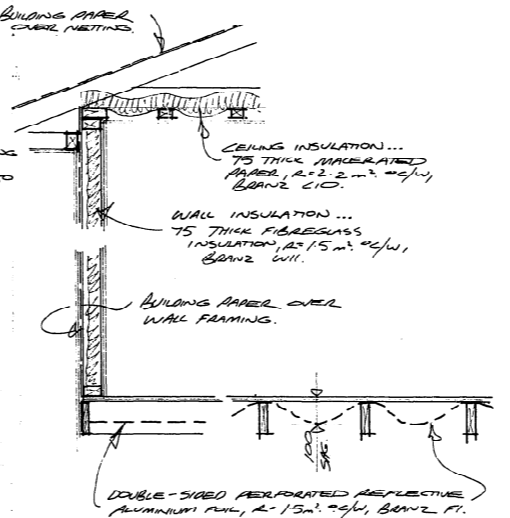
GBT10-B, FILL 1HR, STE 36.



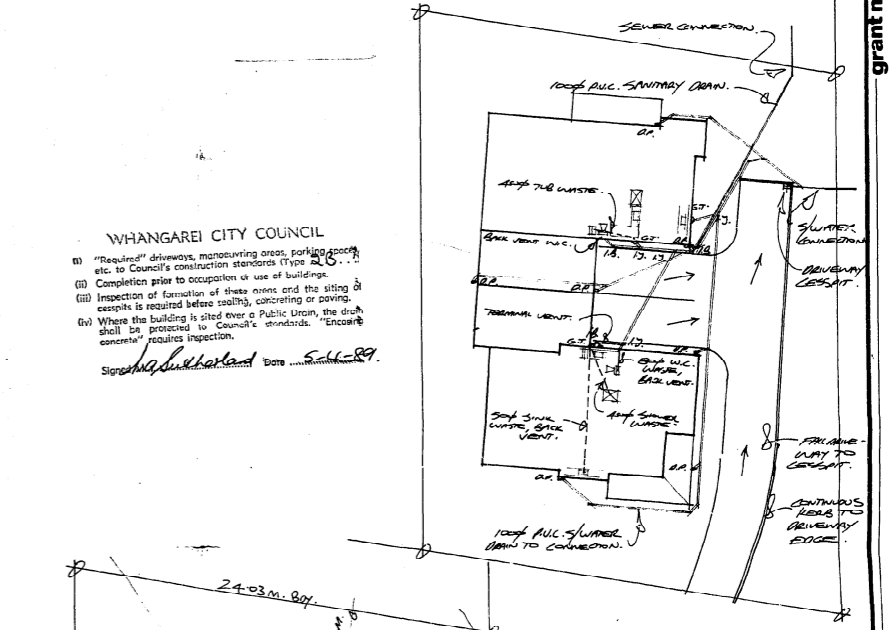
HH



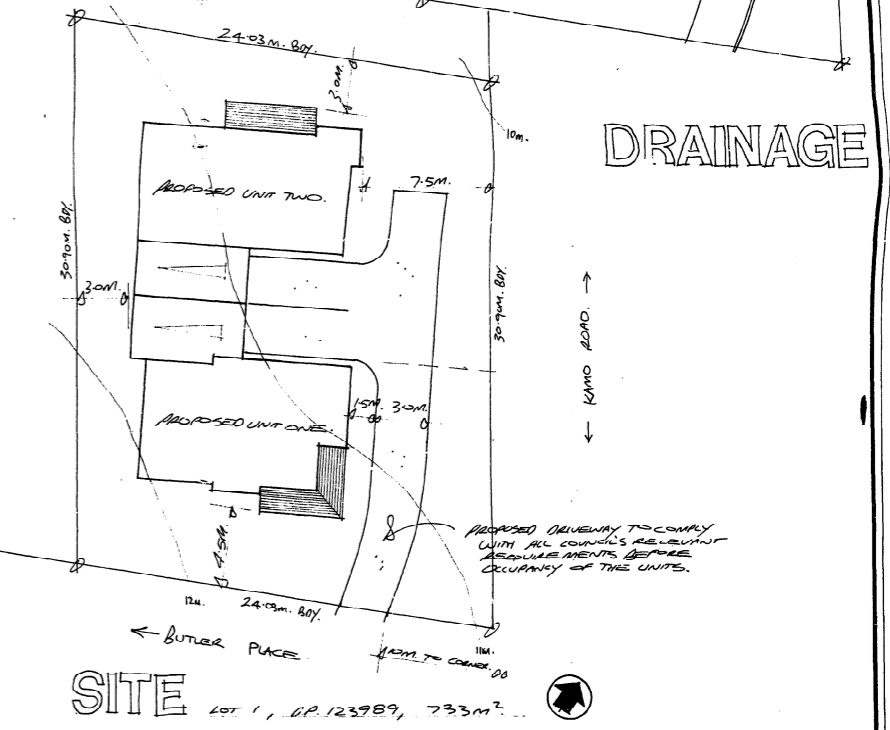
GG



THERMAL INSULATION.



DRAINAGE



SITE

Grant McIlroy
DESIGN LIMITED
(089) 486969
registered company office
156 bank street
Whangarei

PROPOSED UNITS FOR MRS. TUCKER AT CORN. KAMO ROAD & BUTLER PLACE, KAMO, WHANGAREI CITY.

THIS PLAN IS IN FULL ACCORD WITH ACCOMPANYING ENGINEER'S CALCULATIONS.
AGE T. J. [Signature] 31/3/89
REC. ENG.
date scale 1/10/1/20/1/30/1/50/1/100
sheet plan 8274
THREE OF 3

P 3

File No 2296
 Due
 Permit No 11.7.66.9
 Issued 27/3/90

WHANGAREI DISTRICT COUNCIL



FORUM NORTH • PRIVATE BAG, WHANGAREI, NEW ZEALAND.
 TELEPHONE: (089) 484-879. FAX: (089) 487-632.

10756

BUILDING APPLICATION FORM

RECEIVED
 20 MAR 1990
 WHANGAREI DISTRICT COUNCIL

I WISH TO MAKE APPLICATION FOR Mrs J. Connaf (owner)
 TO ERECT Aluminium Porch (proposed building work) Screen on existing deck
 AT (property address)
 OWNERS POSTAL ADDRESS 617 Kamo Road PHONE NO

NAME OF BUILDER Northland Wrought Iron Products Ltd
 POSTAL ADDRESS Box 4067 Kamo G. Colenso St. PHONE NO 4350038
Whangarei

PARTICULARS OF LAND **PARTICULARS OF SITE**
 ASSESSMENT NO 711/16 AREA OF BUILDING SITE (hectares or square metres)
 LOT NO 1 NATURE OF SOIL (rock, clay, peat, sand, loam etc)
 D P 123989 OTHER BUILDINGS ON SITE

AREA OF GROUND FLOOR 5 (Sq metres) AREA OF BASEMENT (Sq metres)
 AREA OF OTHER FLOORS (Sq metres) AREA OF ACCESSORY BUILDINGS (Sq metres)

ESTIMATED VALUE OF WORK
 BUILDING \$ 1800-00
 ACCESSORY BUILDING \$
 PLUMBING \$
 DRAINAGE \$
 TOTAL \$ 1800.00

OFFICE USE ONLY
 TAGS AMBOND NO

(PLEASE PRINT) NAME OF APPLICANT Bill Dykzeul
 POSTAL ADDRESS Box 4067 Kamo G. Colenso St. PHONE NO 4350038
 DESIGNATION OF APPLICANT Builder (Owner, Builder, Owners Agent)

I hereby acknowledge that the above information is correct and that should a permit not be uplifted I undertake to pay the designated administration fee.
 SIGNATURE OF APPLICANT [Signature] DATE 20-3-90

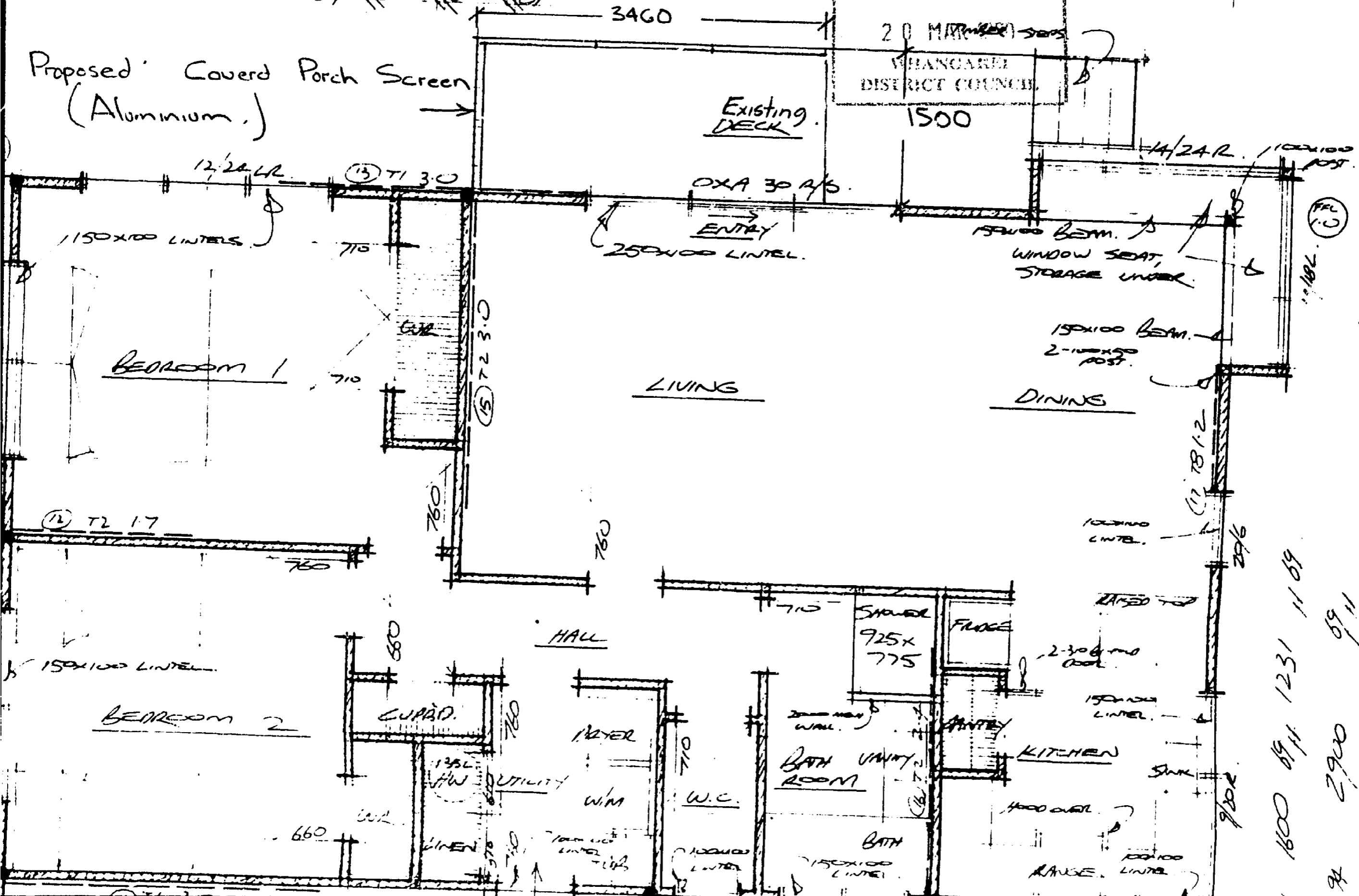
OFFICE USE ONLY	
Building Permit	\$ <u>42.15</u>
Street Damage Bond	\$
Building Research Levy	\$
Plumbing Permit	\$
Drainage Permit	\$
Sewer Connection	\$
Stormwater Connection	\$
Permit to Cross Footway	\$
Crossing Permit	\$
Development Levy	\$
Water Connection	\$
Water for Building	\$
Backflow Preventor	\$
Sundry Building	\$
TOTAL \$ <u>42.15</u>	

[Signature]

3600 69 600 69 7376 2555 94 355 94 10756
 94 3300 69 1259 69 1600 69 900 69 1700 69 53 69 2001 94 450
 69 600 69 600 69

RECEIVED
 20 MAR 1969
 WILKINSON DISTRICT COUNCIL

Proposed Covered Porch Screen
 (Aluminium.)



94 356 94
 6569

1600 69 1231 11 69
 94 2900 69 11
 1162 69 900 69 11 700
 194

Hazards

Search [input field]

Map Labels
Street Address

Road and Rail Names

Property Land and Roads

Roads

- State Highway
- Public Road
- Public, Private Maintain
- Private Road
- Service Lane
- Accessway
- Paper road
- Proposed Road
- Railway

New Subdivisions

- New Subdivisions
- Proposed Pre-223
- 223 Certificate

Rates Property

- Land Parcels

Floods

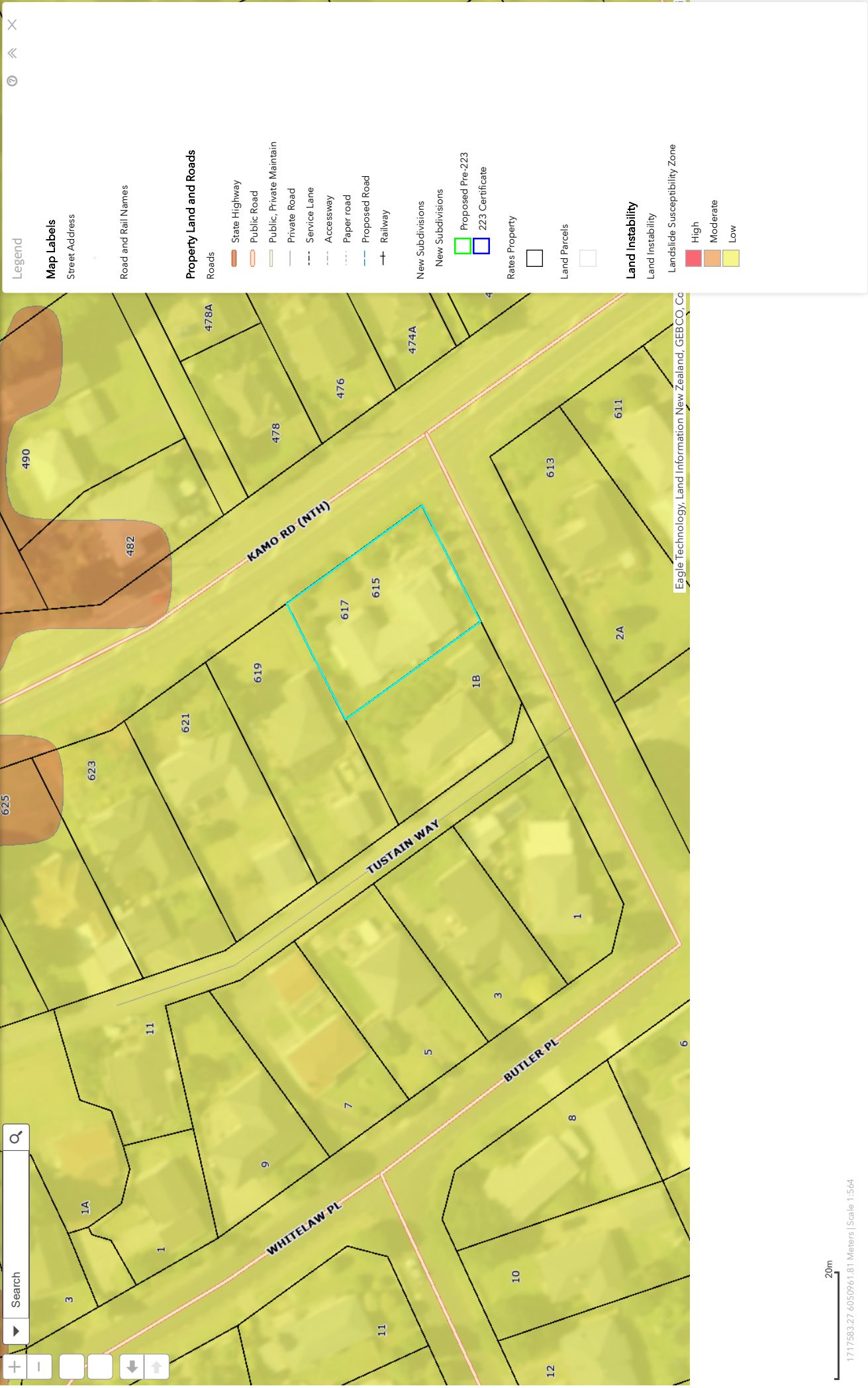
- Flood Susceptible
- Plan

Map navigation: Zoom To Point, Elevation, Print, Draw / Measure, Select, Legend, Layers, Basemap, Switch Map

Map controls: +, -, [color swatches], [directional arrows]

Map data: Eagle Technology, Land Information New Zealand, GEBCO, Co

Hazards



Search by Property Address	Search by Property ID	Search by Assessment No	Search by Legal Description
<input type="text" value="617 Kamo Road"/>			
<input checked="" type="radio"/> 617 Kamo Road Te Kamo 0112			
Property Information		Rates Information	

Legal Description: FLAT 2 DP 134111 ON LOT 1 DP 123989 - HAVING 1/2 INT IN 733 SQ METRES

Assessment Number: 0072348800A
 Property ID: 28304
 Address: 617 Kamo Road Te Kamo 0112
 View Maps: [WDC Maps](#) [Google Maps](#)
 Land Area (hectares): 0
 Capital Value: 2025/2026 \$435,000 2026/2027 \$0
 Land Value: 2025/2026 \$240,000 2026/2027 \$0
 Record of Title: 79A/815
 Floor Area (square metres): 80
 Site Area (square metres): 80
 Improvements: FLAT OI
 Land Use Code: Residential Single Unit
 Number of Units: 1
 Property Category: RF198B
 Zone (view District Plan Map): [District Plan Map](#) ies
 Related Properties: 28305

Improvements Key:

- DWG = Dwelling
- GGE = Garage
- BLDG = Building
- OFF = Office
- OB = Other Buildings
- FG = Fencing
- OI = Other Improvements

Rates History

Property ID	Rating Year	Land Value	Capital Value	WDC Rates	NRC Rates	Total Rates
28304	2025/2026	\$240,000	\$435,000	\$2,646.15	\$623.95	\$3,270.1
28304	2024/2025	\$240,000	\$450,000	\$2,405.11	\$602.76	\$3,007.87
28304	2023/2024	\$240,000	\$450,000	\$2,162.82	\$540.52	\$2,703.34
28304	2022/2023	\$240,000	\$450,000	\$2,004.83	\$496.64	\$2,501.47
28304	2021/2022	\$172,000	\$344,000	\$1,969.69	\$441.64	\$2,411.33
28304	2020/2021	\$172,000	\$344,000	\$1,844.73	\$377.66	\$2,222.39
28304	2019/2020	\$172,000	\$344,000	\$1,805.82	\$360.1	\$2,165.92
28304	2018/2019	\$111,000	\$220,000	\$1,730.12	\$334.35	\$2,064.47
28304	2017/2018	\$111,000	\$220,000	\$1,668.7	\$256.52	\$1,925.22
28304	2016/2017	\$111,000	\$220,000	\$1,607.29	\$249.86	\$1,857.15
28304	2015/2016	\$96,000	\$195,000	\$1,527.71	\$258.53	\$1,786.24
28304	2014/2015	\$96,000	\$195,000	\$1,406.99	\$229.36	\$1,636.35
28304	2013/2014	\$96,000	\$195,000	\$1,364.56	\$229.42	\$1,593.98
28304	2012/2013	\$102,000	\$210,000	\$1,315.45	\$217.86	\$1,533.31