Property Information File & Disclosures

10 Elm Place
Tikipunga

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	10 Elm Place, Tikipunga, Whangarei
Listing Salesperson/people	Olive Tree Property - Pauline Dinsdale, Lisa Struneski, Angela Quenault Lana Cottle

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:

Gabriel - roof leaked insurance refused responsibility. Vendor repaired Professionally - no leaks since.

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?

☑ No ☐ Yes Does the property display evidence of the presence of Dux Qest plumbing?

☑ No ☐ Yes Does the property display evidence of the presence of weatherside cladding?

☐ 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:

insulation in ceiling

Property Disclosures continued

- [ ] No [x] 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 [x] Yes — Will there be water/electricity/gas available for the new owner on settlement?

- [x] 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

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

- [x] No [ ] Yes — Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?
- [x] No [ ] Yes — Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?
- [x] 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 [x] Yes — Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?

Is a "Producer Statement" held for the tiled shower? (If applicable) [ ] No [ ] Yes [x] N/A

- [x] No [ ] Yes — there any evidence of current or past insect, rodent or animal issues on the property?

Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s) [ ] Yes [x] No

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 [x] Yes [ ] N/A [x] Unsure — If the property is a rental property does the home met 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*

- [ ] No [ ] Yes [ ] Unsure [x] 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)

Whangarei District Council - Landslide Susceptibility Zone LOW / ~~MEDIUM / HIGH~~ Located on Mine Zone 3

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:

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:

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.

We acknowledge that we have been given a hard copy or electronic link to the company Privacy Policy outlining both the Direct and Indirect Collection of Personal Information that is legally required during the listing process."

Name	Signed by the Vendor(s) or authorised person	Date
Renton Rutherford	R N Rutherford	18.8.26
Irene Tasker	I h Tasker	18.8.26

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

Address: 10 Elm Place, Tikipunga, Whangarei — Title doc obtained on: 17/8/2026

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...

Salesperson: Olive Tree Property - Pauline Dinsdale, Lisa Strun

Signature:

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, internal complaints policy)

The agency 'ownly' has a full, written Internal Complaints Policy (revised April 2026) as per Rule 12 - Real Estate Agents Act (Professional Conduct and Client Care Rules, 2012) available upon request and provided to all clients at listing. In summery, complaints may be made verbally or more preferably, in writing to to the Supervising Agent: Keith Ward Email: supervision@ownly.nz Mob: 027 288 8813. We will acknowledge it within 2 working days and respond in writing within 20 working days. The ownly Internal Complaints process does not prevent a customer from contacting directly the Real Estate Authority (REA), with or without using our internal complaint process. 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.

Purchaser 1 Name | Date of birth

Signed by the Purchaser 1 | Date

Purchaser 2 Name | Date of birth

Signed by the Purchaser 2 | Date

Purchaser 3 Name | Date of birth

Signed by the Purchaser 3 | Date

Purchaser 3 Name | Date of birth

Signed by the Purchaser 3 | Date

Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at

____(**Property**).

Purchaser Name: ______________________________

Address: ______________________________

Phone: ______________________________

Email: ______________________________

Solicitor: ______________________________
(Name) *(Firm)*

Overseas Investment Act:

☐ I/We understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (**OIA**). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent, do not have OIA consent and do not make our offer conditional upon obtaining it, we will be in breach of the OIA and may be liable for fines of up to $300,000, I/ we may not be able to settle the transaction and may incur liability to the vendor (including losing my/our deposit).

IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY OR WHETHER THE PROPERTY IS SUBJECT TO THE OIA, YOU MUST MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFICE CONSENT.

AUCTIONS

YOU MUST NOT BID AT AN AUCTION UNLESS YOU ARE ABLE TO BUY THE PROPERTY ON AN UNCONDITIONAL BASIS. YOU MAY INCUR FINES OF UP TO $300,000 AND LIABILITY TO THE VENDOR IF YOU PURCHASE THE PROPERTY AT AUCTION IN CIRCUMSTANCES WHERE YOU DO NOT MEET THE ELIGIBILITY CRITERIA IN THE OIA. OBTAIN LEGAL ADVICE BEFORE BIDDING IF YOU ARE UNSURE WHETHER YOU MEET THE ELIGIBILITY CRITERIA.

Customer Due Diligence:

☐ I/we understand and acknowledge that before my lawyer can act for me, they must complete customer due diligence (**CDD**) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (**AML/CFTA**). If my lawyer cannot complete customer due diligence on me and cannot act for me for as a result, I may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me incurring liability to the vendor.

Sharing of Sales Information with the Real Estate Institute of New Zealand:

☐ I/we understand and acknowledge that the listing agent will collate and share property information for research, reports, statistical analysis, and other purposes, including in particular sharing listing and sales data with the Real Estate Institute of New Zealand (**REINZ**), for inclusion in the databases, reports and materials made available by REINZ to people in the real estate industry and others. Other than for statistical or research purposes that do not specifically identify you or the property, information relating to the Property and any sale of the Property will be provided to REINZ once the sale has become unconditional, and shared by REINZ either directly or indirectly with other agents and online platforms to enable them to provide indicative values of other properties in the area. Agents incorporate this information into appraisals that they are required under the Real Estate Agents Act 2008 to provide to prospective vendors and it is generally available for purchasers and interested parties looking to understand the property market in the area, in advance of this information becoming publicly available from the relevant local council.

Signed:	____________	*Signed:*	____________
Name:	____________	*Name:*	____________
Date:	____________	*Date:*	____________

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.

If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf.

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

Property Disclosures

Additional Notes: (if required)

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier NA116C/817

Land Registration District North Auckland

Date Issued 05 May 1998

Prior References
NA115D/8

Estate Fee Simple

Area 663 square metres more or less

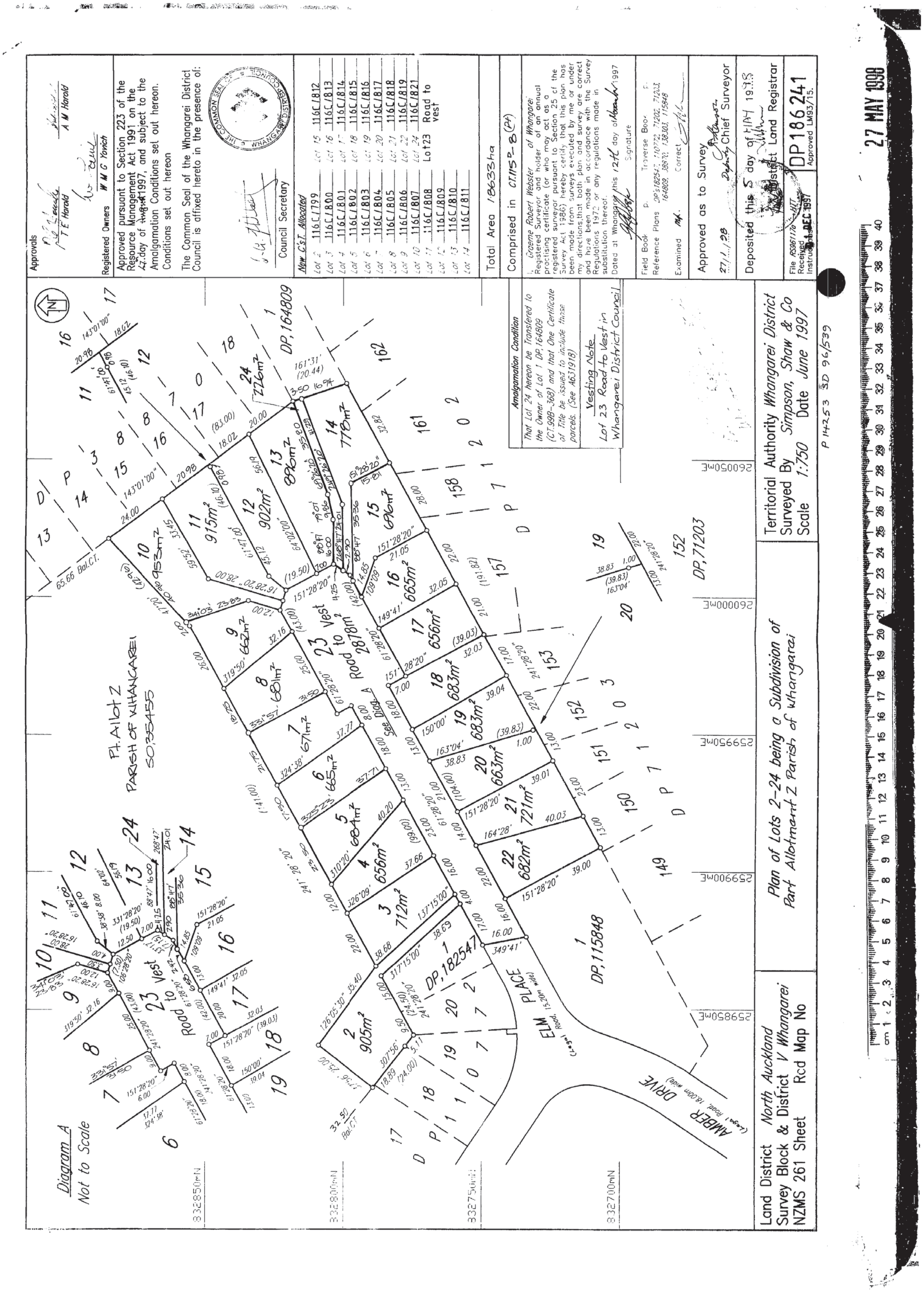
Legal Description Lot 20 Deposited Plan 186241

Registered Owners

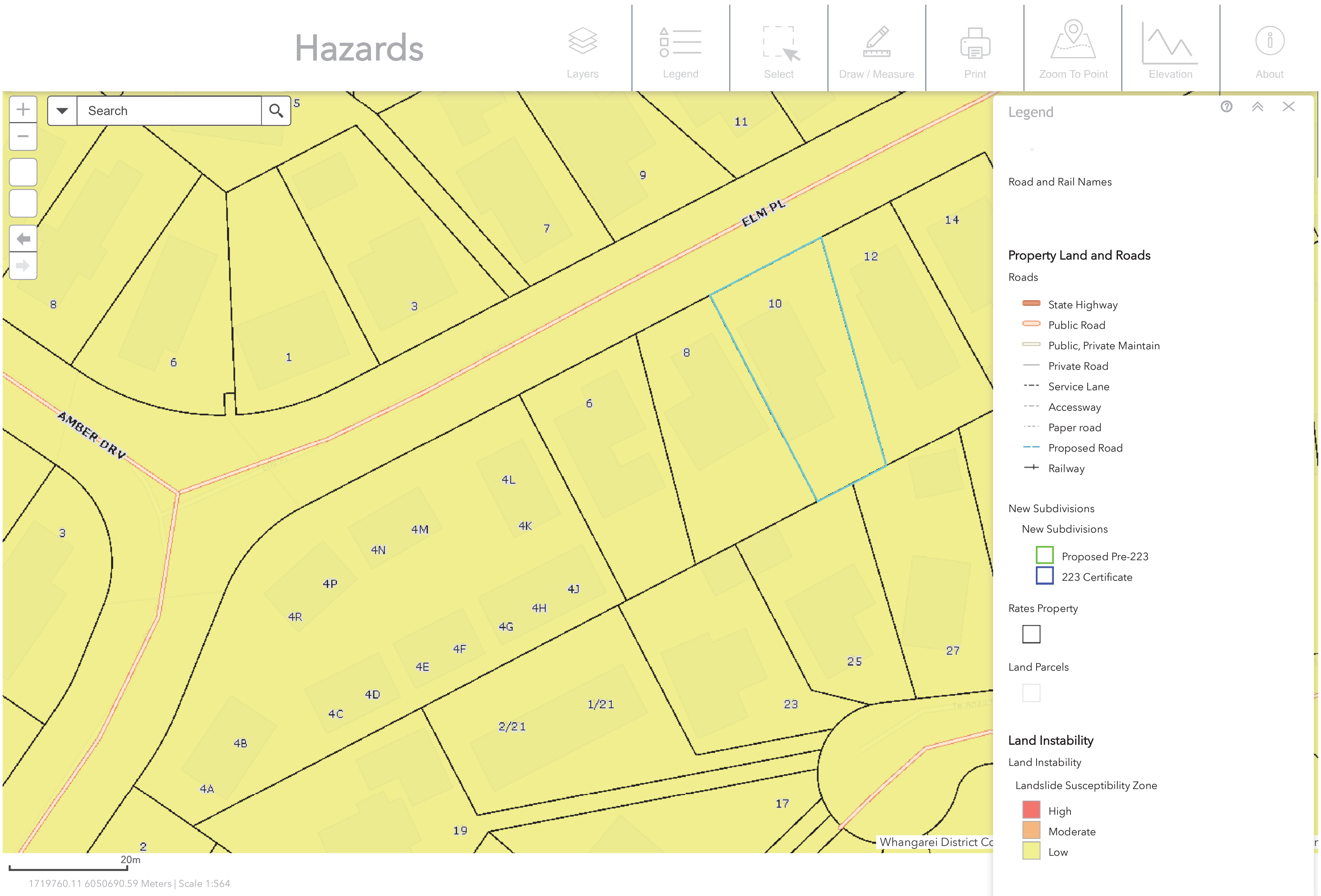
Irene May Tasker as to a 1/2 share

Renton Hood Rutherford as to a 1/2 share

Interests


Plan of Lots 2-24 being a Subdivision of Part Allotment Z Parish of Whangarei
Territorial Authority Whangarei District
Surveyed By Simpson, Shaw & Co
Scale 1:750 Date June 1997
Land District North Auckland
Survey Block & District V Whangarei
NZMS 261 Sheet Rcd Map No
DP 186241
27 MAY 1998
ELM PLACE
AMBER DRIVE
Diagram A
Not to Scale

Hazards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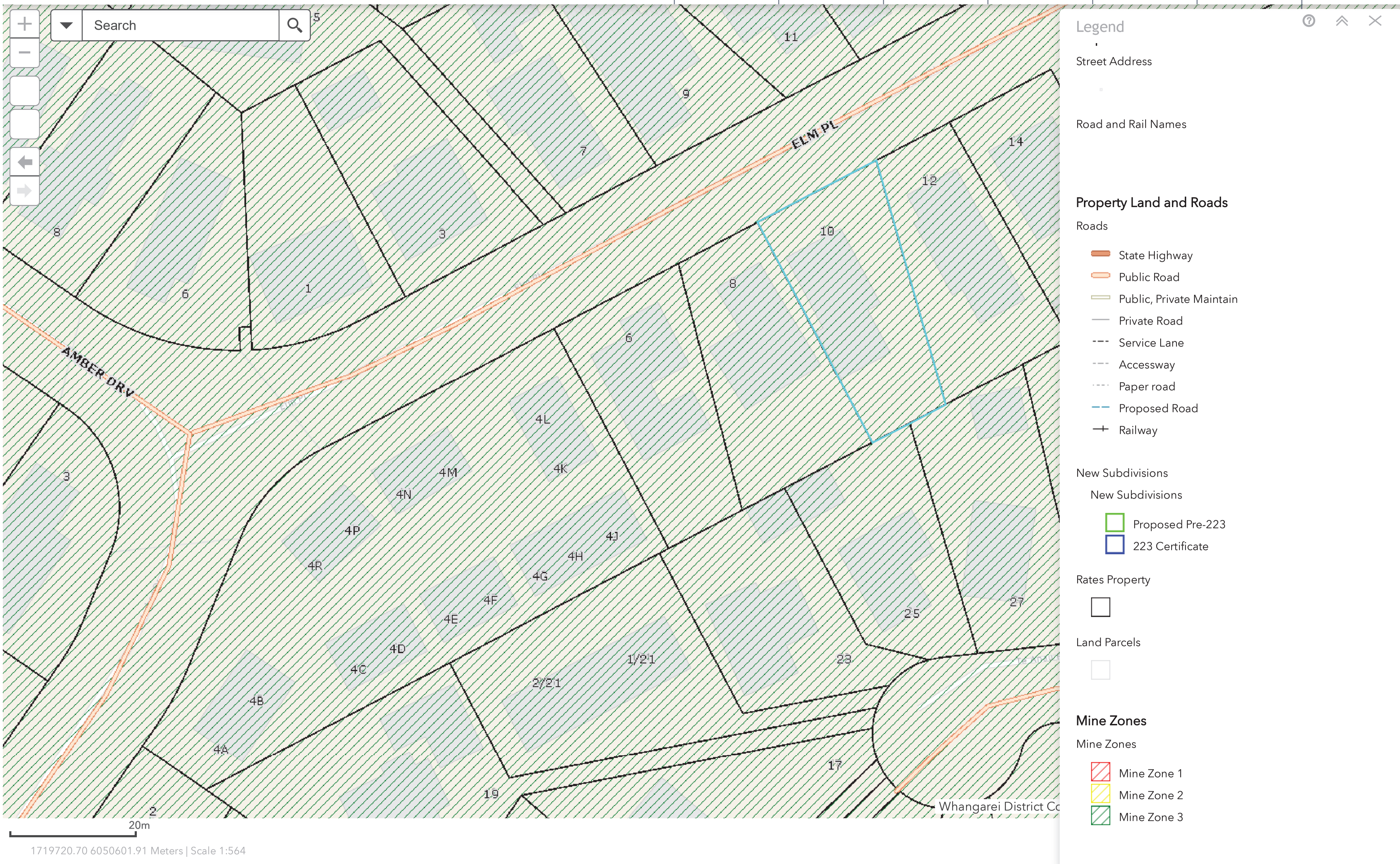
Roads
State Highway
Public Road
Public, Private Maintain
Private Road
Service Lane
Accessway
Paper road
Proposed Road
Railway
New Subdivisions
New Subdivisions
Proposed Pre-223
223 Certificate
Rates Property
Land Parcels
Land Instability
Land Instability
Landslide Susceptibility Zone
High
Moderate
Low

Hazards

Layers | Legend | Select | Draw / Measure | Print | Zoom To Point | Elevation | About



6 Defining the Kamo Mining Hazard Zones

The Whangarei District Plan identifies three Mining Hazard Zones[5]: Zones 1, 2 and 3. These are qualitatively associated with a high, medium and low "risk"[6] of mining subsidence respectively. The first Kamo MHZs were defined by St George (1981) based on a number of physical parameters and their associated effects on mine stability and subsidence occurrence. The three MHZs were defined as follows:

<u>MHZ 1: High risk of subsidence</u>

- Areas of shallowest mine workings;
- Nature of risk: possibility of crown-holing and major subsidence;
- Defining criteria: areas where the thickness of the cover over the workings (D) is less than 10 times the thickness of the worked coal seam (t) i.e. D <10t;
- Suggested building controls: area to be free of buildings or limited to those buildings designed to take major settlement. No residential development permitted.

<u>MHZ 2: Moderate risk of subsidence</u>

- Workings less than 100m or deeper sections of mine with two extracted seams and areas of pillar removal;
- Nature of risk: possible surface settlement with horizontal strains and subsidence fracturing;
- Defining criteria: areas where D>10t;
- Suggested building controls: no new residential development. Commercial or industrial buildings designed for subsidence.

<u>MHZ 3: Low risk of subsidence</u>

- Areas where cover is greater than 100m and with single seam mining and low percentage of coal extraction. Large stable pillars;
- Nature of risk: Possible minor subsidence;
- Defining criteria: areas where D>100m;
- Suggested building controls: Residential development discouraged.

In reviewing the development of the MHZ, T&T (1983) agreed with the basis on which they had been defined by John St George, but felt that some consideration needed to be given to the effects of subsidence on those areas not located directly above old workings. T&T (1983) subsequently expanded the area enclosed by each hazard zone by:

- Extending the risk zones a distance of 0.7D beyond the underlying the footprint of the mine for shallow workings. This is equivalent to a zone of influence of 35° from the vertical;

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[5] Referred to as Mining Hazard Areas on the District Plan maps

[6] The likelihood or probability of subsidence occurring is hazard, not risk. The term risk has been retained where it has been used in reference documents.

- In deep areas of the New Kamo Mine, areas of multiple seam mining and pillar extraction had a buffer zone added at mine level which was projected vertically to the ground surface.

Subsequent reviews of the MHZs (T&T, 1999; T&T, 2005) concluded that there was no new information that would lead to the zones being modified. The MHZs, as defined by T&T (1983) were subsequently included in the Operative Whangarei District Plan. The Operative District Plan defined the MHZs as follows (Part B – Introduction – Meaning of the Words):

Mining Hazard Area
Means an area which is subject to possible subsidence due to past coal mining activities undertaken on the land

Mining Hazard Area 1
Indicates the area where there is a possibility of crown-holing and major subsidence due to their being less than 10t cover (t being seam thickness)

Mining Hazard Area 2
Indicates:

a) Areas where there is up to 100m of cover and “medium” subsidence is possible; and
b) Areas where there has been 2 seam pillaring and greater than 100m of cover exists.

Mining Hazard Area 3
Indicates areas where there is greater than 100 metres of cover. Although this is a low risk zone, it is possible for buildings to be affected by mining.

The locations of the MHZs and known incidences of subsidence within the area subject to this review are shown on Figure 4. It shows that the area covered by this study consists predominantly of MHZ 1 and MHZ 2. There is no land designated as MHZ 3 within the study area.

of the two exercises and as such the descriptions of the different zones can be updated to include a statement on the geology and slope class susceptibility as provided in Table 4.1 below.

Table 4.1: Updated descriptions of susceptibility zones.

Zone	**Colour**	**Hazard**	**Geotechnical Assessment Required**
Low	Yellow	Erosion or landslide morphology is not apparent *and/or the combination of geology and slope angle is not commonly associated with landslides*. Not considered to be at risk of instability. May, however, be at risk as a result of natural events, or development. Steeper slopes may be subject to soil creep.	Low level investigation
Moderate	Orange	Land exhibits evidence of past slippage or erosion and could be subject to inundation from landslide debris and slope deformation. Geology, slope and/or geomorphic evidence of past or ancient land slippage suggest the land should be developed carefully.	Moderate level investigation and discussion of stability
High	Red	This land appears to be either subject to erosion or slippage or is likely to be subject to erosion or slippage within the next 100 years based on geomorphic evidence *and/or the combination of geology and slope angle*. This land is generally considered to be geotechnically unsuitable for development, unless works can be undertaken to avoid, remedy or mitigate the hazard.	High level investigation and stability analysis
Notes: Additional wording shown in italics, moderate description unchanged.			

Further details on the data sources that were used to support classification of land as low, moderate or high susceptibility to landsliding are outlined in us Table 4.2 below.

Search by Property Address	Search by Property ID	Search by Assessment No	Search by Legal Description

10 Elm Place

◉ 10 Elm Place Whangarei 0112

Property Information	Rates Information

Legal Description:	LOT 20 DP 186241
Assessment Number:	0072207720
Property ID:	69894
Address:	10 Elm Place Whangarei 0112
View Maps:	WDC Maps Google Maps
Land Area (hectares):	0.0663
Capital Value:	2026/2027 $730,000 2027/2028 $0
Land Value:	2026/2027 $290,000 2027/2028 $0
Record of Title:	116C/817
Floor Area (square metres):	180
Site Area (square metres):	180
Improvements:	DWG OI
Land Use Code:	Residential Single Unit
Number of Units:	1
Property Category:	RD199B
Zone (view District Plan Map):	District Plan Map ies
Related Properties:	

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
69894	2026/2027	$290,000	$730,000	$3,004.78	$606.07	$3,610.85
69894	2025/2026	$290,000	$730,000	$2,792.02	$640.6	$3,432.62
69894	2024/2025	$290,000	$780,000	$2,541.8	$618.33	$3,160.13
69894	2023/2024	$290,000	$780,000	$2,279.45	$555.6	$2,835.05
69894	2022/2023	$290,000	$780,000	$2,112.92	$511.48	$2,624.4
69894	2021/2022	$173,000	$558,000	$1,972.27	$442.04	$2,414.31
69894	2020/2021	$173,000	$558,000	$1,847.13	$377.96	$2,225.09
69894	2019/2020	$173,000	$558,000	$1,808.17	$360.42	$2,168.59
69894	2018/2019	$140,000	$370,000	$1,830.47	$346.16	$2,176.63
69894	2017/2018	$140,000	$370,000	$1,765.54	$269.17	$2,034.71
69894	2016/2017	$140,000	$370,000	$1,699.85	$261.77	$1,961.62
69894	2015/2016	$127,000	$340,000	$1,629.99	$271.14	$1,901.13
69894	2014/2015	$127,000	$340,000	$1,503.86	$240.95	$1,744.81
69894	2013/2014	$127,000	$340,000	$1,459.03	$240.31	$1,699.34