



APPLICATION FOR BUILDING CONSENT and/or Project Information Memorandum

Section 33 or section 45, Building Act 2004

THE BUILDING [Project Location]

Street address/rapid number of building: [for structures that do not have a street address, state the nearest street intersection and the distance and direction from that intersection]

235 KENNEDY RD
NAPIER

Legal description of land where building is located: [state legal description as at the date of application and, if subdivision is proposed include details of relevant lot numbers and subdivision consent]

Lot: 229 DP: 8434 Sec No: _____

Blk No: _____ Val No: 0997010100

ML No: _____ Blk name & No: _____

Building name: [if applicable]

RESIDENTIAL

Location of building within site: [include nearest street access]

Number of levels: [include ground level and any levels below ground]

1

Level/Unit number: [if applicable]

Area:

Existing floor area: 138

New floor area: 36

Total floor area: 174m²

Current, lawfully established, use: [include number of occupants per level and per use if more than one level]

RESIDENTIAL

Year first constructed: [approximate date is acceptable e.g.: c1920's or 1960-1970]

OWNER [must be completed for all applications and all details must be the owners]

Name of owner: B & V HARRISON

[Include preferred form of title, e.g. Mr, Miss, Dr if an individual and the contact persons name if a company, trust of similar]

Owner's mailing address:

9 GEORGES DRIVE
NAPIER 4110

Street address/Registered office:

Owner's contact details:

Landline: 8340905

Mobile: 027 605 4294

After hours: _____

Facsimile Number: _____

Email: _____

Website: _____

Evidence of ownership: [please attach one of the following, as appropriate to the circumstances, showing full name of legal owner(s) of building/land]

☐ Copy of certificate of title, no more than one month old

☒ Agreement for sale and purchase

☐ Lease

☐ Other

OR

☒ Council to obtain certificate of title (cost as per Council fee schedule)

137/77

Council use only:

Building Consent Number: 080901

Property ID: 115676

The following Councils have developed and adopted this form in partnership



HASTINGS
DISTRICT
COUNCIL



SECTION 3

AGENT [only required if application is being made on behalf of the owner]**Name of agent:** _____

[include the contact persons name if a company, trust or similar]

Agent's mailing address:**Street address/Registered office:****Agent's contact details:**

Landline: _____ Mobile: _____

After hours: _____ Facsimile Number: _____

Email: _____ Website: _____

Relationship to owner: _____

[state details and provide written authorisation from the owner to make the application on the owner's behalf]

THE PROJECT**Description of the building work:** [provide sufficient description of building work to enable scope of work to be fully understood]

~~CUT BACK DRIVING RM EXTERIOR~~
~~WALL~~
~~NEW EXTERIOR~~

SECTION 4

List building consents previously issued for this project (if any): [list who issued the consent, the date of issue and the consent number]**Estimated value of the building work on which the levy will be calculated (including goods and services tax):** [state estimated value as defined in section 7 of the Building Act 2004]

\$ 30,000

Will the building work result in a change of use of the building?☐ Yes☒ No**If yes, provide details of the new use:****Intended life of the building if less than 50 years:****Type of application:** I request that you issue a:

- ☐ PIM (Project Information Memorandum) only
☒ Building Consent and PIM (Project Information Memorandum)
☐ Building Consent only in accordance with PIM (Project Information Memorandum) Number:

PROJECT INFORMATION MEMORANDUM DETAILS**NOTE:** Unless a Project Information Memorandum (PIM) has been sought or obtained separately, one will be issued as part of this application.

Please select:

- ☐ Project Information Memorandum was applied for on ____/____/____
☐ Project Information Memorandum Number: _____ was issued on ____/____/____
☐ Project Information Memorandum is required (please complete details below :)

SECTION 5

The following matters are involved in the project:

- | | |
|---|---|
| <input type="checkbox"/> Subdivision | <input type="checkbox"/> Alterations to land contours |
| <input type="checkbox"/> New or altered connections to public utilities | <input checked="" type="checkbox"/> Disposal of storm water and wastewater |
| <input type="checkbox"/> New or altered locations and/or external dimensions of buildings | <input type="checkbox"/> Building work over any existing drains or sewers or in close proximity to wells or water mains |
| <input type="checkbox"/> New or altered access for vehicles | <input type="checkbox"/> Building work over or adjacent to any road or public place |
| <input type="checkbox"/> Other matters known to the applicant that may require authorisations from the territorial authority [specify]: | |

BUILDING CODE COMPLIANCE

(Not required for PIM only applications)

The building work will comply with the building code as follows: (to be completed by the designer)

Clause

Identify which clauses will be involved in the building work

Means of compliance

Refer to relevant compliance document(s) or detail of alternative solution in the plans and specifications. Tick N/A if not applicable. If "Other" please specify.

SECTION 6

B1	Structure	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> B1/AS2/AS1	<input type="checkbox"/> NZS3604	<input type="checkbox"/> NZS4229	<input type="checkbox"/> NZS4203	<input type="checkbox"/> Other:
B2	Durability	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> B2/AS1	<input type="checkbox"/> NZS3101	<input type="checkbox"/> NZS3602	<input type="checkbox"/> NZS3604	<input type="checkbox"/> Other:
C1-4	Fire	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> C1/AS1				<input type="checkbox"/> Other:
D1	Access routes	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> D1/AS1	<input type="checkbox"/> NZS4121			<input type="checkbox"/> Other:
D2	Mechanical installations for access	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> D2/AS1	<input type="checkbox"/> NZS4332	<input type="checkbox"/> EN81	<input type="checkbox"/> EN115	<input type="checkbox"/> Other:
E1	Surface water	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> E1/AS1	<input type="checkbox"/> AS/NZS3500.3			<input type="checkbox"/> Other:
E2	External moisture	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> E2/AS1	<input type="checkbox"/> Specific design and testing			<input type="checkbox"/> Other:
E3	Internal moisture	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> E3/AS1				<input type="checkbox"/> Other:
F1	Hazardous agents on site	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> F1/AS1				<input type="checkbox"/> Other:
F2	Hazardous building materials	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> F2/AS1	<input type="checkbox"/> NZS4223			<input type="checkbox"/> Other:
F3	Hazardous substances etc	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> F3/AS1				<input type="checkbox"/> Other:
F4	Safety from falling	<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> F4/AS1	<input type="checkbox"/> FSP Act			<input type="checkbox"/> Other:
F5	Construction & demolition hazards	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> F5/AS1				<input type="checkbox"/> Other:
F6	Lighting for emergency	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> F6/AS1				<input type="checkbox"/> Other:
F7	Warning systems	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> F7/AS1	<input type="checkbox"/> AS/NZS1668	<input type="checkbox"/> NZS4512	<input type="checkbox"/> NZS4515	<input type="checkbox"/> Other:
F8	Signs	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> F8/AS1				<input type="checkbox"/> Other:
G1	Personal hygiene	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G1/AS1				<input type="checkbox"/> Other:
G2	Laundering	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G2/AS1				<input type="checkbox"/> Other:
G3	Food preparation etc	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G3/AS1				<input type="checkbox"/> Other:
G4	Ventilation	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G4/AS1	<input type="checkbox"/> AS1668.2			<input type="checkbox"/> Other:
G5	Interior environment	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G5/AS1				<input type="checkbox"/> Other:
G6	Airborne and impact sound	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G6/AS1				<input type="checkbox"/> Other:
G7	Natural light	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G7/AS1				<input type="checkbox"/> Other:
G8	Artificial light	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G8/AS1	<input type="checkbox"/> NZS6703			<input type="checkbox"/> Other:
G9	Electricity	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> G9/AS1				<input type="checkbox"/> Other:
G10	Piped services	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G10/AS1	<input type="checkbox"/> NZS5261			<input type="checkbox"/> Other:
G11	Gas as an energy source	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G11/AS1				<input type="checkbox"/> Other:
G12	Water supplies	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G12/AS1	<input type="checkbox"/> AS/NZS3500.1	<input type="checkbox"/> AS/NZS3500.4		<input type="checkbox"/> Other:
G13	Foul water	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G13/AS1	<input type="checkbox"/> AS/NZS3500.2	<input type="checkbox"/> BS5572		<input type="checkbox"/> Other:
G14	Industrial liquid waste	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G14/AS1				<input type="checkbox"/> Other:
G15	Solid waste	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> G15/AS1				<input type="checkbox"/> Other:
H1	Energy	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> H1/AS1	<input type="checkbox"/> NZS4214	<input type="checkbox"/> ALF Design Manual		<input type="checkbox"/> Other:
			<input type="checkbox"/> NZS4218	<input type="checkbox"/> NZS4243			<input type="checkbox"/> Other:

Waiver/modification/alternative solution to NZ Building Code required for following parts of code:

[State nature of waiver or modification of building code required]

COMPLIANCE SCHEDULE DETAILS

(Not required for PIM only applications)

[Specified systems are defined in regulations; if you are not sure whether your building has specified systems, talk to the BCA or your architect]

- ☐ The specified systems for the building are as follows: [complete table below]
- ☐ The following specified systems are being altered, added to, or removed in the course of the building work: [complete table below]
- ☐ A compliance schedule is required for the cable car system
- ☒ No compliance schedule is required. There are no specified systems in the building

If there is a specified system(s), please select which of these are contained in the building:

SECTION 7

Existing	New		Existing	New	
<input type="checkbox"/>	<input type="checkbox"/>	1) Automatic systems for fire suppression (e.g. sprinkler systems)	<input type="checkbox"/>	<input type="checkbox"/>	12) Audio loops or other assistive listening systems
<input type="checkbox"/>	<input type="checkbox"/>	2) Automatic or manual emergency warning systems for fire or other dangers	<input type="checkbox"/>	<input type="checkbox"/>	13) Smoke control systems
<input type="checkbox"/>	<input type="checkbox"/>	3) Electromagnetic or automatic doors or windows (e.g. ones that close on fire alarm activation)	<input type="checkbox"/>	<input type="checkbox"/>	14) Emergency power systems for, or signs relating to, a system or feature specified in clauses 1 to 13
<input type="checkbox"/>	<input type="checkbox"/>	4) Emergency lighting systems	<input type="checkbox"/>	<input type="checkbox"/>	15) Any or all of the following systems and features, so long as they form part of a building's means of escape from fire, and so long as those means also contain any or all of the systems or features specified in clauses 1-6, 9 and 13:
<input type="checkbox"/>	<input type="checkbox"/>	5) Escape route pressurisation systems	<input type="checkbox"/>	<input type="checkbox"/>	15a) Systems for communicating spoken information intended to facilitate evacuation; and
<input type="checkbox"/>	<input type="checkbox"/>	6) Riser mains for use by fire service	<input type="checkbox"/>	<input type="checkbox"/>	15b) Final exits (as defined by clause A2 of the building code); and
<input type="checkbox"/>	<input type="checkbox"/>	7) Any automatic backflow preventer connected to a potable water supply	<input type="checkbox"/>	<input type="checkbox"/>	15c) Fire separations (as so defined); and
<input type="checkbox"/>	<input type="checkbox"/>	8) Lifts, escalators, travelators or other systems for moving people or goods within buildings	<input type="checkbox"/>	<input type="checkbox"/>	15d) Signs for communicating information intended to facilitate evacuation; and
<input type="checkbox"/>	<input type="checkbox"/>	9) Mechanical ventilation or air conditioning systems	<input type="checkbox"/>	<input type="checkbox"/>	15e) Smoke separations (as so defined)
<input type="checkbox"/>	<input type="checkbox"/>	10) Building maintenance units for providing access to the exterior and interior walls of buildings			
<input type="checkbox"/>	<input type="checkbox"/>	11) Laboratory fume cupboards			

ATTACHMENTS

The following plans and specifications are attached to this application:

[All plans and specifications must meet the minimum requirements set out in the regulations or required by the building consent authority. Please refer to the schedule included with this form for complete details of plans, specifications and documents which may be required to support your application]

- ☐ Project Information Memorandum
- ☐ Certificate attached to Project Information Memorandum
- ☐ Evidence of ownership
- ☐ Development Contribution Notice
- ☒ Plans and Specifications [list]

SECTION 8

GENERAL

Debtor: [the person responsible for the account]

☒ Owner ☐ Agent ☐ Other:

Address:

Phone:

First point of contact: [for communications with Council]

☒ Owner ☐ Agent ☐ Other:

Address:

Phone:

Signed by the owner:

Signature:

Name: Boyce Harrison

Date: 3-9-08

OR

Signed by the agent:

[on behalf of, or with authority from, the owner]

Signature

Name:

Date:

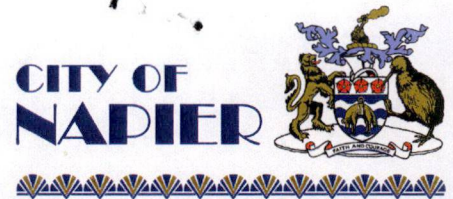
SECTION 9

Privacy Information:

The information you have provided on this form is required so that your building consent application can be processed under the Building Act 2004. The Council collates statistics relating to issued building consents and has a statutory obligation to regularly forward these to Statistics NZ. The Council stores the information on a public register which must be supplied (as previously determined by the Ombudsman) to whosoever requests the information. Under the Privacy Act 1993 you have the right to see and correct personal information the Council holds about you.

NAPIER CITY COUNCIL

Building Details Checklist



MAIN CONTRACTORS

Designer: COLIN MCKENZIE DESIGN LTD.

Builder: OWNER/BUILDER

Plumber: Rob Finlay

Drainlayer: Rob Finlay

Gasfitter: _____

Electrician: T. A Electrical

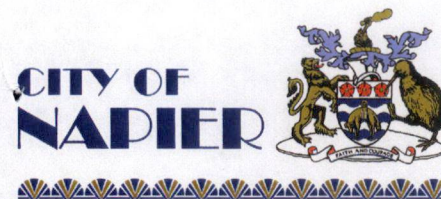
Other: _____

CHECKLIST

- a) Two copies of building plans and specifications, showing all necessary plans, elevations, cross sections and details. ☒
 - b) Two copies of the site plan showing dimensions of the proposed building from boundaries of the site and easements within the site. The preferred scale is 1:200. ☒
 - c) Two copies of subfloor bracing design and calculation. Detail all pile types and fixings. ☒
 - d) Two copies of wall bracing design and calculations. Detail fixing of wall bracing elements. ☒
 - e) Two copies of truss layout and one copy of the design certificate. ☒
 - f) Two copies of all fire and egress details, full specification of fire wall construction, fire doors and windows etc ☒
 - g) Two copies of engineering calculations and drawings. A design certificate could reduce processing time. ☒
 - h) One copy of any supervision advice, where supervision is necessary. A report will be required after the engineer has finished his supervision. ☒
 - i) Two copies of ground test details and reports. ☒
 - j) One copy of the report of the ground nature and any steps to be taken to prevent a danger to the building from such things as falling debris. ☒
- Note: Ground that does not have a ground bearing capacity of 100 kPa will require to have the foundations specifically designed**
- k) One copy of a drainage block plan. Show boundary lines and outline of the building at a 1:200 scale. ☒
 - l) Two copies of all plumbing, drainage and stormwater details. ☒
 - m) Two copies of electrical details where required by the Building Act. ☒
 - n) Two copies of all mechanical services details i.e. sprinkler systems, lifts, air conditioning systems etc. ☒
 - o) Levels to be shown to establish site drainage. ☒
 - p) Details of backflow prevention. ☒
 - q) One copy of all test results i.e. percolation tests. ☒

NAPIER CITY COUNCIL

Fees, Charges and Deposits



APPLICATION RECEIPT NUMBER:		FINAL RECEIPT NUMBER:	
544343		546416	
Date: 3/9/08		Date: 30/9/08	
FEE	AMOUNT	FEE	AMOUNT
Administration	\$ 189.00	DBH Accreditation Fee	\$ 11.00
Plan Check	\$ 120.00	Financial Contribution Infill Non Standard	\$
BRANZ Levy	\$ 30.00	Water Capital Contribution	\$
DBH Levy	\$ 59.10	Sewer Capital Contribution	\$
Inspections	\$ 450.00	Stormwater Capital Contribution	\$
Compliance Schedule	\$	Reserves Contribution Rural/Bay View	\$
Water Connection	\$	Copy Title Fee	\$ 25.00
Water Meter & Box	\$	Peer Review	\$
Bay View Water Capital Contribution	\$	Section 73 or 77 Certificate	\$
Sewer Connection	\$	Backflow Preventer	\$
Stormwater Connection	\$	Water Disconnection	\$
Vehicle Crossing Bond	\$ 300.00	Stormwater Disconnection	\$
Street Damage Deposit	\$ -	Sewer Disconnection	\$
Microfiche Charge	\$ 25.00	Services Engineer	\$ 42.00
Dev Control Engineer	\$	Roading Engineer	\$ 50.00
Planning Check	\$ 40.00	Development Contribution	\$
Resource Consent Fee	\$	Well Sealing	\$
Financial Contribution Infill Housing	\$		
Reserves Contribution Commercial/ Industrial	\$		
		Total	\$ 1341.10
		Less Deposit Paid	\$ 200.00
		TOTAL AMOUNT DUE	\$ 1141.10

Consent Allocation Sheet

The following Inspectors are competent to process Building Consent

No.: BC 080901

Consent Application Received by mail

☐

Building Construction

John Brydon (T/L)

☒

T/L = Technical
Leader

Clive Buttery

☒

Gary Marshall

☒

Bill Massey

☒

Graham Randle

☒

Plumbing and Drainage System

Rod Jarvis (T/L)

☒

Malcolm Smith

☒

Peter St.

George

☒

Steve Anderson

☒

Engineering Peer Review Required

Yes

☐

No

☒

If "yes" give job copy to Senior to decide
which engineer will carry out the review

Fire Service Design Review Unit

Yes

☐

No

☒

If "yes" give job copy to Senior for that
copy to be forwarded to Fire Services

Sufficient information has been provided to commence processing this Building Consent (refer: TPBCP-40F002 (Insert))

Name: GARY MARSHALL

Signature: [Signature]

Date: 319108



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

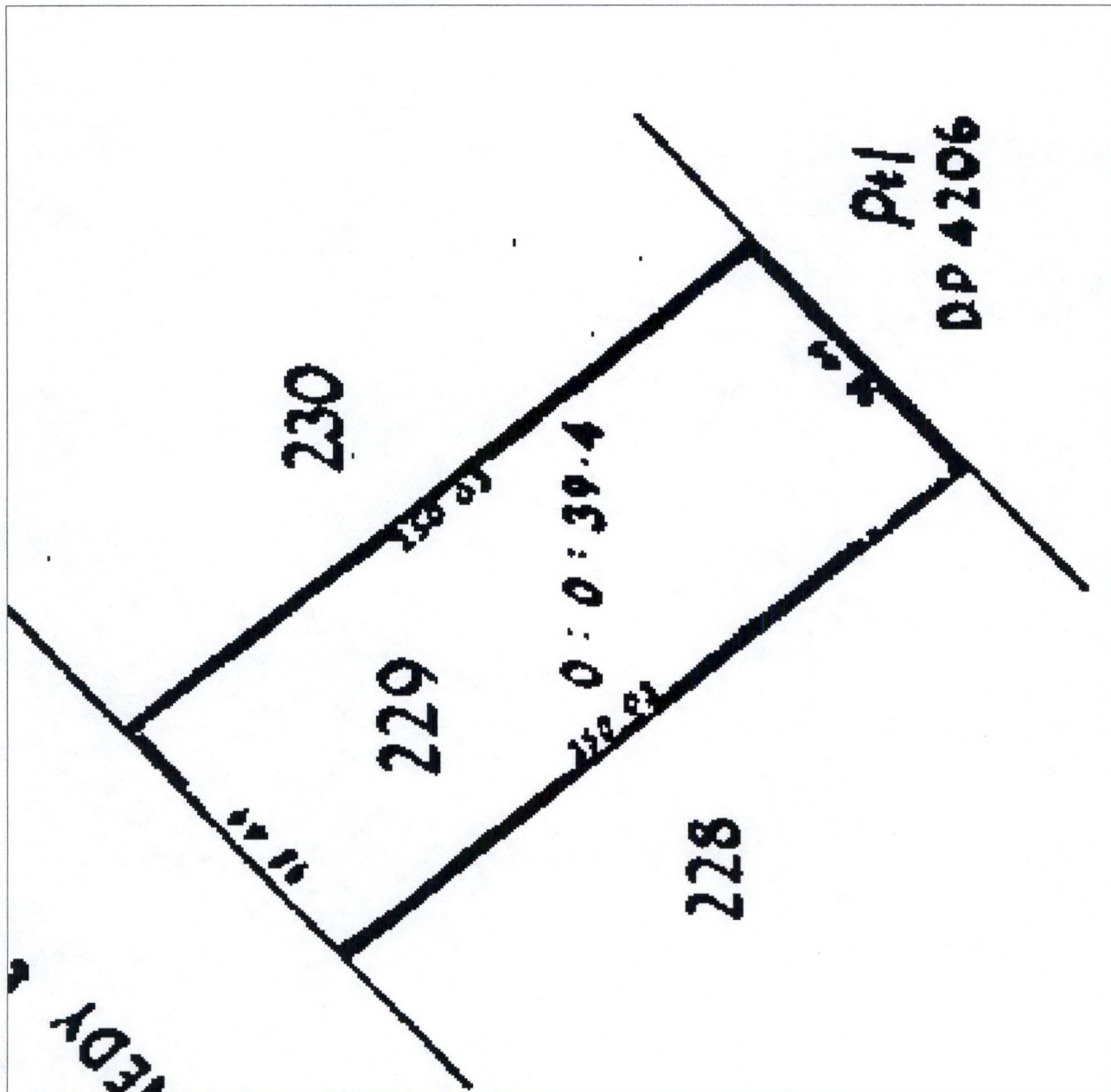

R. W. Muir
Registrar-General
of Land

Identifier **HB137/77**
Land Registration District **Hawkes Bay**
Date Issued 05 December 1952

Estate Fee Simple
Area 997 square metres more or less
Legal Description Lot 229 Deposited Plan 8434
Proprietors
Judy Carter, Stewart Nesbit, Ross Nesbit and Garry Nesbit as Executors

Interests

Subject to electric power transmission lines rights (in gross) in favour of The Hawke's Bay Electric Power Board created by Transfer 104025
Subject to sewerage rights (in gross) in favour of The Napier City Council created by Transfer 104026
665937.2 Mortgage to The National Bank of New Zealand Limited - 13.1.1998 at 2.40 pm



TRUSS DESIGN CRITERIA

Customer name : B & V Harrison

Site address : 236 Kennedy Rd
Napier

DESIGN CRITERIA

Roofing - Corrugated Iron

Ceiling - No ceiling

Top chord purlins - 900 mm

Bottom chord restraints - 1800 mm

Standard truss spacing - 900 mm

Standard roof pitch - 15.00 deg

Design wind speed - 37 m/s (ultimate)

Classification - N2

Internal pressure coefficient up - 0.3

The truss designs for this job have been determined using computer software provided by the Technical Division within Pryda Truss Systems. These designs are in accordance with sound and widely accepted engineering principles and comply with the following New Zealand Standards:-

NZ4203 : 1992 General Structural Design and Design Loadings for Buildings

NZ3603 : 1993 Timber Design

AS1649 : 1974 Determination of Basic Working Loads for
Metal Fasteners for Timber

All trusses shall be manufactured in accordance with the fabrication specifications provided by Pryda, and installed, connected and braced in accordance with the recommendations given in - :

AS4440:2004 "Installation of nailplated timber roof trusses"

and any other supplementary details that may be provided.

Name : Mike James

Position: Quotations Manager

Signed : [Signature]

Date : 26/9/08



TRUSS REACTIONS REPORT

Job Ref: 3103

Client Details
B & V Harrison

Site Address
236 Kennedy Rd
Napier

O/N : Date Reqd:

Truss Mark	Support at Joint	(1.4G) (kN)	Max.Reaction (1.2G+1.6Q2) (kN)	Uplift (0.9G+WuUp1) (kN)	Uplift fixing	Special bearing requirement
S1	1	0.7	2.2	-2.5	2/Z NAILS	
S1	5	0.7	2.2	-2.5	2/Z NAILS	
S2	1	0.3	2.3	-1.2	2/Z NAILS	
S2	9	0.3	2.3	-1.2	2/Z NAILS	
TG1	1	1.5	5.0	-3.9	2/MG	
TG1	5	1.5	5.0	-3.9	2/MG	
H1	1	0.2	1.8	-0.5	2/Z NAILS	
H1	3	0.4	1.9	-0.9	2/Z NAILS	
H2	1	0.2	1.8	-0.3	2/Z NAILS	
H	3	0.2	1.8	-0.5	2/Z NAILS	

Note 1 :

All supports for bearing have been checked for 90mm JD4 and are satisfactory unless the bearing width and/or joint group have been changed, or there is a reference to Note 2.

Fixing Summary :

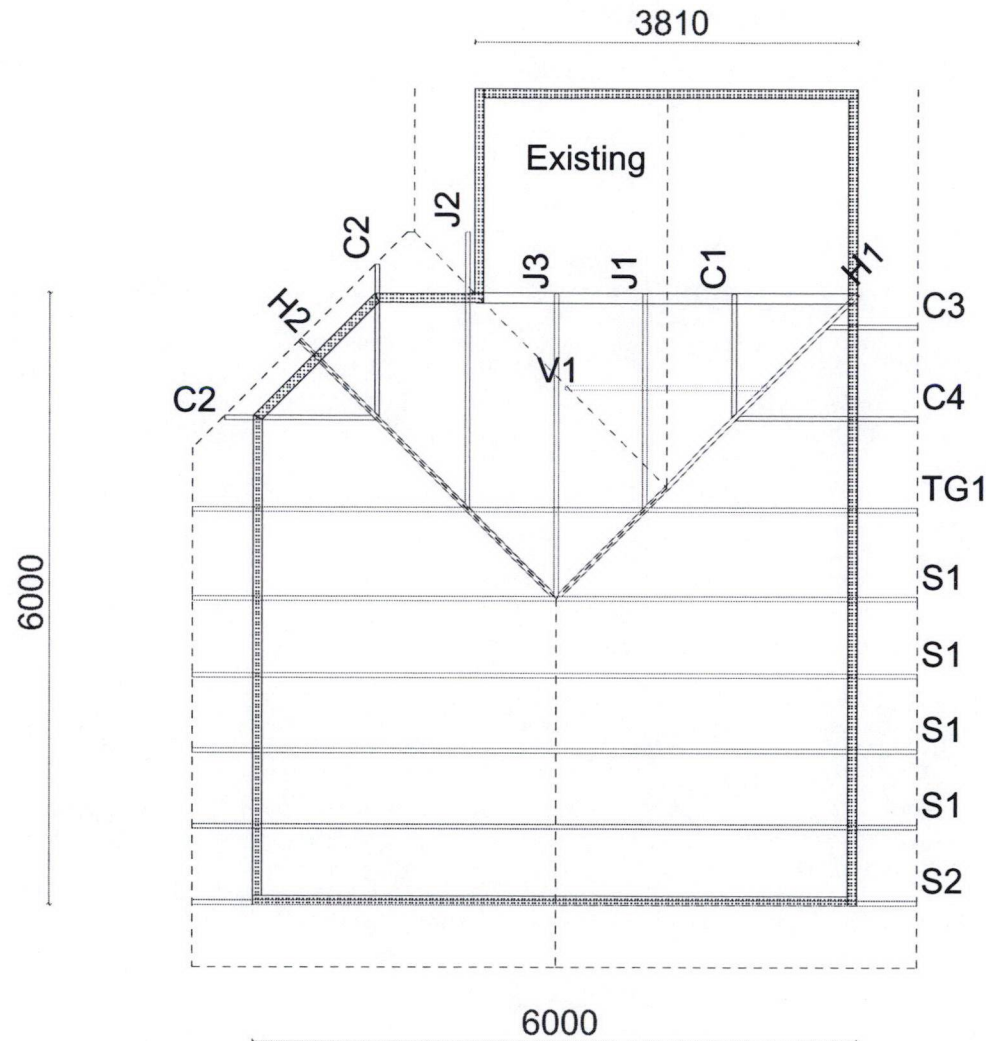
All trusses not listed require a minimum of 2 Skew Nails

Z NAILS / 14 : Each side of truss
MG / 4 : 10 nails per fixing

Legend :

2/Z NAILS Double Z-nails
2/MG Double Multigrip





Level 1

LIGHT TIMBER FRAME C.P.U. BUILDING CHECK LIST

OWNER HARRISON CONSENT No 080901

SITE ADDRESS 236 KENNEDY RD

CHECKED BY Clive / Ronale DATE 23/9/08

Wind Zone Low Roof Pitch <8 <10 >10 10 Light / Heavy / Roof
Change of Use YES / (NO) Number stories single Stud Height 3-100
Framing (Timber) / Steel Specific Design YES / (NO) Ground Test Req YES / (NO)
Floor Area 36m² Hazard YES / (NO) Type

Estimated Value: \$ 30000-00 Garage addition + internal alterations

	Approvals by other departments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> All depts <input type="checkbox"/> Not completed
	Drawings/specifications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Drawings <input checked="" type="checkbox"/> Specs <input type="checkbox"/> Manufacturers details
	Bracing calculations foundations	<input checked="" type="checkbox"/>	<input type="checkbox"/> NZS3604 <input type="checkbox"/> Specific Design
	Bracing calculations walls	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Wind zone <input type="checkbox"/> Total BUs
	Timber treatment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Scheduled <input type="checkbox"/> Noted on drawings <input type="checkbox"/> Roof framing
<input checked="" type="checkbox"/>	Truss system	<input checked="" type="checkbox"/>	<input type="checkbox"/> PS <input type="checkbox"/> Layout <input type="checkbox"/> Slab thickenings
	Glass	<u>NA</u>	<input type="checkbox"/> Window schedule <input type="checkbox"/> Specs NZS4223
	Durability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> E2 details <input type="checkbox"/> Roof pitch OK
	Producer Statement design	<input checked="" type="checkbox"/>	<input type="checkbox"/> Calculations provided <input checked="" type="checkbox"/> PS reqd <u>Letter</u>
	Building relation to boundary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> More than 1m <input checked="" type="checkbox"/> TP signed
	Check for planning consent notice	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> NA <input type="checkbox"/> Notice complied with
	Consent Condition reqd	<u>NA</u>	<input type="checkbox"/> Engineer <input type="checkbox"/> Sec 73/77 <input type="checkbox"/> Other
	Floor levels/ <u>street levels</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/> NZS3604 <input checked="" type="checkbox"/> Utilities Engineer signed
	Foundations concrete/ <u>piles</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Floor slab <input type="checkbox"/> Ring <input type="checkbox"/> Piles <input type="checkbox"/> Soil test
	Veneer/Stucco foundation details	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Complies NZS3604 <u>supported on cavity flashing</u>
	Pole construction details	<u>NA</u>	<input type="checkbox"/> SD calcs
	Reinforcing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> NZS3604 <input checked="" type="checkbox"/> Specific design <u>NZS requirements</u>
	Concrete floor	<input checked="" type="checkbox"/>	<input type="checkbox"/> Supplementary bars <input type="checkbox"/> saw cuts <input type="checkbox"/> free joint reqd
	Fixing down system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Type and ϕ OK <u>Pins or Bolts, ok</u>
	DPC/Vapour barrier	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Under slab <input type="checkbox"/> Top of piles <input checked="" type="checkbox"/> Bottom plate <u>species</u>
	Chimney foundation/system	<u>NA</u>	<input type="checkbox"/> Structural details
	Floor Joists	<u>"</u>	<input type="checkbox"/> Spans <input type="checkbox"/> NZS3604 <input type="checkbox"/> Alternative
	Vents	<u>"</u>	<input type="checkbox"/> NZS3604
	Plates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Single <input type="checkbox"/> Double top
	Studs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> > 3m <input type="checkbox"/> < 3m <input checked="" type="checkbox"/> ϕ NZS3604
	Lintels	<input checked="" type="checkbox"/>	<input type="checkbox"/> NZS3604 <input checked="" type="checkbox"/> composite (tables) <u>P.S.I. Supplied</u>
	Beams	<u>NA</u>	<input type="checkbox"/> Tables <input type="checkbox"/> Specific design
	Posts	<u>"</u>	<input type="checkbox"/> Footings <input type="checkbox"/> Connectors <input type="checkbox"/> Timber/steel
	Ceiling joists/battens	<u>"</u>	<input type="checkbox"/> Metal <input type="checkbox"/> Timber <input type="checkbox"/> ϕ
	Ceiling runners	<u>"</u>	<input type="checkbox"/> Reqd if metal battens <input checked="" type="checkbox"/> NA - timber battens
	Ceiling system	<u>"</u>	<input type="checkbox"/> Gib <input type="checkbox"/> Other <input type="checkbox"/> Batten ϕ OK
	Rafters	<u>"</u>	<input type="checkbox"/> NZS3604 <input type="checkbox"/> composite <input type="checkbox"/> SD
	Under purlins	<u>"</u>	<input type="checkbox"/> NA trussed roof <input type="checkbox"/> Framed to NZS3604

Strutting	NA	<input type="checkbox"/> NA trussed roof <input type="checkbox"/> Framed to NZS3604
Roof bracing	✓	<input checked="" type="checkbox"/> Roof plane <input type="checkbox"/> Roof space
Purlin/tile batten	✓	<input checked="" type="checkbox"/> Centres/dimensions OK
Cavity battens	✓	<input checked="" type="checkbox"/> System specified <input checked="" type="checkbox"/> Risk matrix
Fire wall	NA	<input type="checkbox"/> Cross section details
Insulation	✓	<input type="checkbox"/> Walls <input type="checkbox"/> Ceilings <input type="checkbox"/> Type
Netting/paper	✓	<input type="checkbox"/> Self supporting <input checked="" type="checkbox"/> Netting <input checked="" type="checkbox"/> Compatible
Roof cladding	✓	<input checked="" type="checkbox"/> Pitch 15° Material..... Colour steel.
Building papers	✓	<input checked="" type="checkbox"/> Compatibility <input type="checkbox"/> Wind barrier
Wall claddings	✓	<input checked="" type="checkbox"/> Type and details provided <input checked="" type="checkbox"/> Flashing details
Stucco	✓	<input checked="" type="checkbox"/> Complies with E2. Details from E2
Veneer	✓	<input checked="" type="checkbox"/> Footing detail <input checked="" type="checkbox"/> Cavity
Heating if installed	NA	<input type="checkbox"/> Makers details provided
Natural lighting/ventilation	✓	<input type="checkbox"/> Visual awareness <input type="checkbox"/> L&V
Safety from falling	✓	<input type="checkbox"/> Decks <input type="checkbox"/> Stairs <input type="checkbox"/> Handrails
X Smoke alarms	✓	<input type="checkbox"/> Within 3m of bedrooms <input type="checkbox"/> Exitway
Advise EHO	NA	<input type="checkbox"/> Commercial <input type="checkbox"/> NA residential only
Sea spray zone	NA	<input type="checkbox"/> Within 500m of sea <input type="checkbox"/> Outside zone
Inspection sheet copy	✓	<input type="checkbox"/> Copy on file
Swimming pool	NA	<input type="checkbox"/> Details <input type="checkbox"/> Fencing
Fees	✓	<input type="checkbox"/> Sec 73/77 <input type="checkbox"/> Compliance schedule

Letter Sent On: 24 / 9 / 08

GENERAL COMMENTS

Approved to issue

Note:

- Until items identified in the letter indicated above, this consent cannot be issued and will be placed on hold until such time as all items have been satisfied.

Signature: _____

Date: 24 / 9 / 08.

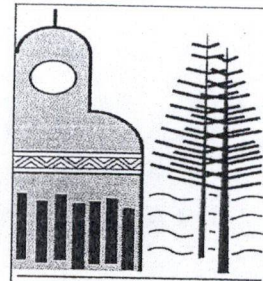
- If built in accordance with the plans and specification the building work will comply with the building code. The building consent can be issued.

Signature: _____

Date: 26 / 9 / 08

NAPIER CITY COUNCIL

080901 INSPECTION SHEET



DIRECT LINE TO BOOK INSPECTIONS Phone 835 1545 INSPECTORATE

OWNER Harrison BUILDER _____

DRAINLAYER R. Findlay PLUMBER Same

ADDRESS 236 Kennedy Rd

THE FOLLOWING MARKED BOXES ARE THE INSPECTIONS TO BE CALLED FOR:

- | | DATE | INSPECTOR |
|--|------|-----------|
| <input checked="" type="checkbox"/> SITE PRIOR TO WORK BEING STARTED | | |
| <input type="checkbox"/> SITE CLEAR OF TOP SOIL | | |
| <input checked="" type="checkbox"/> FND\ FOOTINGS GROUND BEAMS | | |
| <input type="checkbox"/> FOUNDATION (BLOCK OR POURED) | | |
| <input type="checkbox"/> FOUNDATION\FLOOR | | |
| <input checked="" type="checkbox"/> FLOOR SLAB | | |
| <input type="checkbox"/> PILE HOLES | | |
| <input checked="" type="checkbox"/> SUB FLOOR (TIMBER) | | |
| <input type="checkbox"/> SUB FLOOR (INSULATION) | | |
| <input type="checkbox"/> SUB FLOOR - PLUMBING & DRAINAGE | | |
| <input checked="" type="checkbox"/> PRE-WRAP | | |
| <input checked="" type="checkbox"/> FRAME PRIOR TO INTERIOR LINING | | |
| <input checked="" type="checkbox"/> MOISTURE TEST | | |
| <input checked="" type="checkbox"/> BRACING | | |

PLEASE SEE OVER

- ☒ **INSULATION**
- ☒ **INTERIOR SHEET LININGS & SHEET BRACING**
- ☒ **CAVITY BATTENS**
- ☒ **FLASHINGS PRIOR TO EXTERIOR COATING**
- ☐ **FRAME PLUMBING & DRAINAGE**
- ☐ **COLUMNS**
- ☐ **WALL LINING (INCLUDING FIRE WALLS)**
- ☐ **BLOCK WALL**
- ☐ **TILT SLAB OR PRE-CAST**
- ☐ **SEWER**
- ☐ **STORMWATER**
- ☐ **WATER MAIN**
- ☒ **FINAL BUILD**
- ☐ **FINAL PLUMBING & DRAINAGE**
- ☒ **MOTOR CROSSING (Boxing)**
- ☒ **MOTOR CROSSING (Final)**
- ☒ **STREET DAMAGE**
- ☒ **ENERGY CERTIFICATE**
- ☐ **EXTRA INSPECTIONS**
- ☐ **MOISTURE RESULTS**

FAILURE TO RETURN THIS INSPECTION SHEET WITH THE ATTACHED FORM MAY RESULT IN A DELAY IN ISSUING THE CODE COMPLIANCE CERTIFICATE.

MINIMUM 4 HOURS NOTICE REQUIRED FOR AN INSPECTION

PLUMBING & DRAINAGE C.P.U. CHECKLIST

OWNER Harrison

CONSENT No: 080901

SITE ADDRESS 236 Kennedy Rd

CHECKED BY P. St. George

DATE 18/9/08

ADMINISTRATION

Fees inspections	<u>N/A</u>	Number charged:	
Fees administration	<u>✓</u>	Time charged:	<u>1/2</u>
1:200 Site plan	<u>N/A</u>	<input type="checkbox"/> Existing footprint	<input type="checkbox"/> Site copy <input type="checkbox"/> No:1 file <u>No drain insp.</u>
Advise EHO	<u>N/A</u>	<input type="checkbox"/> Food premises	<input type="checkbox"/> Hairdressers <input type="checkbox"/> Liquor
PIM details	<u>N/A</u>	<input type="checkbox"/> Sewer <input type="checkbox"/> S\W <input type="checkbox"/> Water	<u>No records</u>
		<input type="checkbox"/> Other	
Name Plumber\Drainlayer	<u>N/A</u>	Name:	<u>R. Findlay</u>
Mark inspection sheet	<u>N/A</u>	<input checked="" type="checkbox"/> None required	<input type="checkbox"/> Ticked <input type="checkbox"/> Denoted

SPECIFICATION

Schematic drawings	<u>N/A</u>	<input type="checkbox"/> Single storey <input type="checkbox"/> Multi-storey
Ventilation sanitary rooms\kitchen	<u>"</u>	<input type="checkbox"/> None <input type="checkbox"/> Window <input type="checkbox"/> Mechanical
Durability of materials	<u>✓</u>	B2 <u>PVC</u>
Siting of building not over drains	<u>✓</u>	<input type="checkbox"/> Existing <input checked="" type="checkbox"/> Clear <input type="checkbox"/> OK to build over
No: of facilities\type of use	<u>N/A</u>	<input type="checkbox"/> Domestic <input type="checkbox"/> Commercial <input type="checkbox"/> Accessible
Wet area shower	<u>"</u>	<input checked="" type="checkbox"/> None
		Product:
Commercial kitchen	<u>"</u>	<input type="checkbox"/> Surfaces <input type="checkbox"/> WHB <input type="checkbox"/> Rangehood details
Check conditions of subdivision	<u>"</u>	<input type="checkbox"/> Sewer <input type="checkbox"/> S\W <input type="checkbox"/> Water
		<input type="checkbox"/> Other

STORMWATER – Note: If not required for this BC tick here ☐

Roof area	<u>✓</u>	Roof: <u>36m² extra</u>	Paved:	Total MCA:
Internal gutter	<u>N/A</u>	<input type="checkbox"/> None	Cross sectional area	sqmm
Overflows	<u>✓</u>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Required size		
No: size DP's	<u>✓</u>	Number: <u>2</u>	Size: <u>80</u>	<u>ø</u>
Size of drain	<u>✓</u>	<input type="checkbox"/> 90mm <input checked="" type="checkbox"/> 100mm <input type="checkbox"/> 150mm		
		<input type="checkbox"/> Other:		
Grade of drain	<u>✓</u>	<input checked="" type="checkbox"/> As per E1 figure 3		
Total paved area controlled	<u>N/A</u>	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Less than 60sqm <input type="checkbox"/> Controlled		
Levels of paved areas	<u>"</u>	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> 150mm		
		<input type="checkbox"/> Other		
Sumps: type 1\type 2	<u>"</u>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Type 1 <input type="checkbox"/> Type 2		
Bubble sump	<u>"</u>	<input type="checkbox"/> Mains connection <input type="checkbox"/> K&C	<u>Adjacent to existing</u>	
Stormwater behind walls	<u>"</u>	<input checked="" type="checkbox"/> Flat site <input type="checkbox"/> Connects via sump		
Drainage layout	<u>✓</u>	<input checked="" type="checkbox"/> Access points		
New connection required	<u>N/A</u>	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Utilities engineer		
Pump required\storage	<u>"</u>	<input checked="" type="checkbox"/> Gravity <input type="checkbox"/> NCC pumped S/W policy		

SEWER DRAIN – Note: If not required for this BC tick here ☒

Drainage layout	<input type="checkbox"/> G13 <input type="checkbox"/> AS/NZS 3500
Size\grade of drain	<input type="checkbox"/> 100mm <input type="checkbox"/> 150mm <input type="checkbox"/> Other
Ventilation of drain	<input type="checkbox"/> Existing <input type="checkbox"/> TV <input type="checkbox"/> DV <input type="checkbox"/> SV <input type="checkbox"/> BV
Location of services	<input type="checkbox"/> Sewer <input type="checkbox"/> S\W <input type="checkbox"/> Water
New connection required	<input type="checkbox"/> Existing <input type="checkbox"/> Utilities engineer
Regional Council requirements	<input type="checkbox"/> Reticulated <input type="checkbox"/> HBRC approval

WATER – Note: If not required for this BC tick here ☒

Backflow prevention – Note: BWOF	<input type="checkbox"/> None. Hazard category: <input type="checkbox"/> Utilities
Sizing watermain\internal pipework	<input type="checkbox"/> Watermain <input type="checkbox"/> Internal
Distance HWU to kitchen	<input type="checkbox"/> Existing. Distance:
Type of hot water system	<input type="checkbox"/> Existing <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar
Protection of tank supply	<input type="checkbox"/> Reticulated <input type="checkbox"/> Protection
Bore water	<input type="checkbox"/> Reticulated <input type="checkbox"/> Water analysis

GENERAL COMMENTS

Letter Sent On: ____ / ____ / ____

Note:

1. This consent cannot be issued and will be placed on hold until all outstanding items identified in the letter sent on the above date have been satisfied.

Signature: _____ Date: ____ / ____ / ____

2. If built in accordance with the plans and specifications the building work will comply with the Building Code. The building consent can be issued.

Signature: *[Signature]* Date: 18 / 9 / 08

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Inc and by Auckland District Law Society.

DATE:

6th August 2008

VENDOR:

Judy CARTER & Stewart NESBIT & Ross NESBIT & Garry NESBIT

PURCHASER:

Boyce Glenn HARRISON & Vicki Anne HARRISON

PROPERTY

Address: 236 Kennedy Road, Onekawa, Napier

Estate:

FEE SIMPLE

LEASEHOLD

CROSSLEASE (FEE SIMPLE)

CROSSLEASE (LEASEHOLD)

STRATUM IN FREEHOLD

STRATUM IN LEASEHOLD

(if none is deleted fee simple)

Legal Description:

Area (more or less):

997.00m²

Lot/Flat/Unit:

229

DP:

8434

Unique Identifier or CT:

HB 13 7177

PAYMENT OF PURCHASE PRICE

Purchase price: \$300,000

Three Hundred Thousand Dollars

Plus GST (if any) OR inclusive of GST (if any).

If neither is deleted the purchase price includes GST (if any).

GST date (refer clause 12.0):

Deposit (clause 2.0): \$ 20,000.00 Twenty Thousand Dollars

to be paid to Hawke Bay Property Ltd MREINZ Trust Account upon this agreement becoming unconditional

Balance of purchase price to be paid or satisfied as follows:

OR (1) By payment in cleared funds on the settlement date which is

To be paid in full on date of possession as hereinafter provided for

(2) In the manner described in the Further Terms of Sale

Interest rate for late settlement: 14.00% p.a.

POSSESSION

Possession date (clause 3.0): 12th September 2008

CONDITIONS (clause 8.0)

Finance condition

LIM required:

XXX
Yes/No

Lender:

Amount required:

OIA Consent required:

XXX
Yes/No

Finance date:

Land Act/OIA date:

TENANCIES (if any)

Name of tenant: Vacant possession

Bond:

Rent:

Term:

Right of renewal:

SALE BY:

Hawke Bay Property Ltd MREINZ
Grant McDonlad
027 442 7062Hawke Bay Property Ltd, MREINZ
Fees payable to Hawke Bay Property Ltd MREINZ,
3.75% up to \$350,000 and 2% thereafter plus
\$300.00 plus GST.

Licensed Real Estate Agent

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 1, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

GENERAL TERMS OF SALE

1.0 Definitions, notices and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Property Law Act 2007 or the Resource Management Act 1991.
- (2) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale and any schedules and attachments.
- (3) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (4) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (5) "Cleared funds" means:
 - (a) cash; or
 - (b) a bank cheque; or
 - (c) an electronic transfer of funds that has been made pursuant to a protocol agreed between the parties.
- (6) "Default GST" means any interest, or late payment penalty, or shortfall penalty, or other sum imposed on the vendor under the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor by reason of a default by the vendor after payment of the GST to the vendor by the purchaser.
- (7) "e-dealing" means the process of registration of electronic instruments.
- (8) "e-dealing capable" means being legally capable of performing an e-dealing.
- (9) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (10) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (11) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (12) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (13) "LINZ" means Land Information New Zealand.
- (14) "Local authority" means a territorial authority or a regional council.
- (15) "OIA Consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (16) "Property" means the property described in this agreement.
- (17) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (18) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (19) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser paying the moneys due and payable on the settlement date directly into a bank account nominated by the vendor, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.7(2), pursuant to a protocol agreed by the parties.
- (20) "Settlement date" means the date specified as such in this agreement or, if no such date is specified, the possession date. Where the day nominated for settlement is not a working day the settlement date shall be the last working day before the day so nominated.
- (21) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the possession date.
- (22) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (23) "Unit title" means a unit title issued under the Unit Titles Act 1972.
- (24) The terms "principal unit", "accessory unit", "unit plan" and "unit" have the meanings ascribed to those terms in the Unit Titles Act 1972.
- (25) The terms "building", "building consent", "code compliance certificate", "compliance schedule", "household unit" and "residential property developer" have the meanings ascribed to those terms in the Building Act.
- (26) The term "title" includes where appropriate a computer register within the meaning of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (27) The terms "going concern", "registered person", "supply" and "taxable activity" have the meanings ascribed to those terms in the GST Act.
- (28) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day, and
 - (b) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive; and
 - (c) the day observed as the anniversary of any province in which the property is situated.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (29) Any act done pursuant to this agreement by a party after 5.00 pm on a working day, or on a day which is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (30) Where two or more acts (including service of notices) done pursuant to this agreement are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.1(29).
- (31) Unless a contrary intention appears on the front page or elsewhere in this agreement:
 - (a) the interest rate for late settlement is double the 90 day bank bill buy rate;
 - (b) the applicable 90 day bank bill buy rate is that as advised by the vendor's solicitor's bank and if more than one such rate then the highest rate during the relevant period;
 - (c) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.2 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's solicitor:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by facsimile, or by email; or
 - (iv) in the case of the party's solicitor only, by sending by document exchange.
- (4) In respect of the means of service specified in subclause 1.2(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the solicitor's office;
 - (b) in the case of posting by ordinary mail, on the second working day following the date of posting to the address for service notified in writing by the party or to the postal address of the solicitor's office;
 - (c) in the case of facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the solicitor's office;
 - (d) in the case of email, when acknowledged by the party or by the solicitor orally or by return email or otherwise in writing;
 - (e) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the solicitor's office.
- (5) Notice served by a party after 5.00 pm on a working day, or on a day which is not a working day, shall be deemed to have been served by that party at 9.00 am on the next succeeding working day.
- (6) Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 1.2(5).
- (7) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

05/08/2008 12:21 +6409-8369984

G & J NESBIT

PAGE 01

Grant 06 8352473

04/08 08 17:20 FAX 068552473

RAY WHITE MAPTER

Q-002

Eighth Edition 2006 (2)

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Inc and by Auckland District Law Society.

DATE:

6th August 2008

VENDOR:

Judy CARTER & Stewart NESBIT & Ross NESBIT & Garry NESBIT

PURCHASER:

Royce Glenn HARRISON & Vicki Anne HARRISON

PROPERTY Address:	235 Kennedy Road, Onekawa, Napier		
Estate:	FEE SIMPLE	LEASEHOLD	LEASEHOLD
Legal Description:	Lot 1 of 2, Section 1, Block 1, Onekawa Suburban, Napier		
Area (sqm or acre):	Lot/Block/Unit:	DP:	Unit/Identifier or CT:
207.00m ²	235	8-34	104 13 1177

PAYMENT OF PURCHASE PRICE

Purchase price: 300,000

Three Hundred Thousand Dollars

Inclusive of GST (if any). If not inclusive of GST (if any), the purchase price includes GST (if any). GST rate (refer clause 12.0):

Deposit (clause 2.0): \$ 20,000.00

Twenty Thousand Dollars

To be paid to Hawke Bay Property Ltd MREINZ Trust Account upon this agreement becoming unconditional

Balance of purchase price to be paid or satisfied as follows: 2008

(1) By payment in cleared funds on the settlement date which is to be paid in full on date of possession as hereinafter provided for

Interest rate for late settlement: 14.00% p.a.

POSSESSION

Possession date (clause 3.0): 12th September 2008

CONDITIONS (clause 8.0)

Finance condition:

LMI required:

YES

Lender:

CMA Contract required:

YES

Amount required:

Lend ASTOLA date:

TENANCIES (if any)

Name of tenant: Vacant possession

Bond:

Rent:

Term:

Right of renewal:

SALE BY:Hawke Bay Property Ltd MREINZ
Grant McDonald
021 442 7062Hawke Bay Property Ltd, MREINZ
Fees payable to Hawke Bay Property Ltd MREINZ
3.5% up to \$200,000 and 2% thereafter plus
\$300.00 plus GST.
3-75%

Licensed Real Estate Agent

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 1, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

1.3 Interpretation

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
 - (1) the requisition procedure under clause 5.0 is completed without either party cancelling this agreement; and
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; or
 - (3) this agreement is cancelled pursuant to subclause 5.2(3)(c) or avoided pursuant to subclause 8.7(5).

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement the property is sold with vacant possession and the vendor shall so yield the property on the possession date.
- 3.2 If the property is sold with vacant possession the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the possession date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property on or before the possession date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and fixtures.
- 3.3 Possession shall be given and taken on the possession date. Outgoings and incomings in respect of the possession date are the responsibility of and belong to the vendor.
- 3.4 On the possession date the vendor shall make available to the purchaser keys to all exterior doors, electronic door openers relating to the property and the keys and/or security codes to any alarms which may be situated on the property. The vendor does not have to make available keys, electronic door openers and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The purchaser shall prepare, at the purchaser's own expense, a transfer instrument in respect of the property, executed by the purchaser if necessary. The purchaser shall tender the transfer instrument to the vendor or the vendor's solicitor a reasonable time prior to the settlement date.
- 3.6 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's solicitor a reasonable time prior to the settlement date.
- 3.7 On the settlement date:
 - (1) The balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.13);
 - (2) The vendor shall concurrently hand to the purchaser:
 - (a) the transfer instrument in respect of the property provided by the purchaser under subclause 3.5, in registrable form;
 - (b) all other instruments in registrable form required for the purpose of registering the transfer instrument and conferring title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (c) LINZ registration fees on each of the instruments referred to in subclause 3.7(2)(b) and the purchaser's solicitor's reasonable agency registration fees.
- 3.8 All obligations under subclause 3.7 are interdependent.

Electronic Instruments

3.9 Where:

- (1) the instruments conferring title on the purchaser in terms of the vendor's obligations under this agreement can be prepared and registered as electronic instruments; and
- (2) the vendor's solicitor is e-dealing capable but the purchaser's solicitor is not e-dealing capable or the purchaser or the purchaser's solicitor has declined to consent to electronic registration of the instruments - then the vendor's obligation under subclause 3.7(2)(b) to hand to the purchaser any discharges or withdrawals of instruments will be satisfied:
- (3) if the vendor's solicitor submits the discharges or withdrawals for registration as electronic instruments and produces to the purchaser's solicitor a search of the title to the property evidencing registration of the discharges or withdrawals; or
- (4) in the case of a remote settlement, if the vendor's solicitor provides the purchaser's solicitor with a written undertaking prior to settlement that:
 - (a) the vendor's solicitor has prepared, certified, signed and pre-validated the discharges or withdrawals as electronic instruments in the Landonline Workspace created for them by the vendor's solicitor (quoting the e-dealing number); and
 - (b) immediately following receipt of confirmation of payment of the moneys due on settlement in accordance with the protocol for remote settlement agreed between the parties, the vendor's solicitor shall submit the discharges or withdrawals for registration as electronic instruments and shall produce to the purchaser's solicitor immediately after registration a search of the title to the property evidencing registration of the discharges or withdrawals.

3.10 Where:

- (1) the instruments conferring title on the purchaser in terms of the vendor's obligations under this agreement can be prepared and registered as electronic instruments; and
- (2) both parties' solicitors are e-dealing capable and both parties and their solicitors have consented to electronic registration of the instruments then:
- (3) the purchaser's obligations under subclause 3.5 shall be satisfied by the purchaser's solicitor certifying and signing a reasonable time prior to the settlement date the transfer instrument in the Landonline Workspace created for the transaction by the purchaser's solicitor; and
- (4) the vendor's obligation under subclause 3.7(2) shall be satisfied:
 - (a) by the vendor's solicitors preparing, certifying, signing and pre-validating a reasonable time prior to the settlement date in such Landonline Workspace the transfer instrument and all other instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement and releasing the same upon settlement so that the purchaser's solicitor can then submit them immediately after settlement for registration; and
 - (b) by the vendor's solicitor paying to the purchaser's solicitor the LINZ registration fees on all of the instruments mentioned in subclause 3.10(4)(a), except for the transfer instrument, unless an allowance for such fees has been included in the settlement statement or such fees are charged to the vendor by LINZ.

Last Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
 - (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
 - (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If the vendor is not in default and if any portion of the purchase price is not paid upon the due date for payment:
 - (1) The purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly.
 - (2) The vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to subclause 3.12(1).

Vendor Default: Late Settlement or Failure to give Possession

3.13 (1) For the purposes of this subclause 3.13:

- (a) the default period means:
 - (i) in subclause 3.13(2), the period from the possession date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in subclause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in subclause 3.13(5), the period from the possession date until the date when settlement occurs;
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession; and
 - (c) the purchaser shall be deemed not to be in default if the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the possession date, then, provided that the purchaser is not in default:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's solicitor's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the possession date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the possession date, then, provided the purchaser is not in default, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.13(2)(b) during the default period. A purchaser in possession under this subclause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the possession date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser is not in default, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.13(2)(b) during the default period.
- (6) The provisions of this subclause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) Where the parties are unable to agree upon any amount payable under this subclause 3.13:
- (a) An interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined.
 - (b) The interim amount shall be the lower of:
 - (i) the amount claimed; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the possession date.
 - (c) Any interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount.
 - (d) The amount determined to be payable shall not be limited by the interim amount.
 - (e) If the parties cannot agree on a stakeholder the interim amount shall be paid to a stakeholder nominated on the application of either party by the president or vice-president for the time being of the Law Society for the district where the property is situated.

Deferment of Settlement and Possession

3.14 If –

- (a) this is an agreement for the sale by a residential property developer of a household unit; and
 - (b) a code compliance certificate has not been issued by the possession date or the settlement date in relation to the household unit –
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form prescribed by the Building (Forms) Regulations 2004) the possession date and/or the settlement date, as the case may be, shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).

3.15 In every case, if neither party is ready, willing and able to settle on the settlement date, the settlement date (and the possession date if the possession date is the same date) shall be deferred to the second working day following the date upon which one of the parties gives notice it has become ready, willing and able to settle.

New Title Provision

3.16 (1) Where –

- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 172A of the Land Transfer Act 1952, of that title is not obtainable by the fifth working day prior to the settlement date –
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the fifth working day following the later of the date on which:
- (c) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (d) the requisitions procedure under clause 5.0 is complete.
- (2) This subclause shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue.
- (3) Deferment of the settlement date under this subclause shall not constitute deferment of the possession date unless the parties so agree.

4.0 Risk and insurance

4.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

4.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the possession date, then the following provisions shall apply:

- (1) If the destruction or damage has been sufficient to render the property untenable and it is untenable on the possession date the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation.
- (2) If the property is not untenable on the possession date the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property.
- (3) In the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value of the property exceeds an amount equal to 20% of the purchase price.

4.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

5.0 Title, boundaries and requisitions

- 5.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the possession date.
- 5.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- the tenth working day after the date of this agreement; or
 - the possession date; or
 - the settlement date.
- (2) If a plan has been or is to be submitted to LINZ for deposit in respect of the property, then in respect of objections or requisitions arising out of the plan, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser:
- notice that the plan has been deposited; or
 - notice that (where a new title is to issue for the property) the title has issued and a search copy of it as defined in section 172A of the Land Transfer Act 1952 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply.
- The vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice.
 - If the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement.
 - If the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) In the event of cancellation under subclause 5.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatever.
- 5.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:
- in the case of a cross lease title:
 - alterations to the external dimensions of any leased structure; or
 - buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted user covenant;
 - in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be):
- the purchaser may requisition the title under subclause 5.2 requiring the vendor:
- in the case of a cross lease title, to deposit a new plan depicting the buildings or structures and register a new cross lease or cross leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - in the case of a unit title, to deposit a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 5.4 Except as otherwise expressly set forth in this agreement, no error, omission or misdescription of the property or the title shall annul the sale but compensation, if demanded in writing before settlement but not otherwise, shall be made or given as the case may require.
- 5.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

6.0 Vendor's warranties and undertakings

- 6.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- received any notice or demand and has 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; or
 - given any consent or waiver – which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 6.2 The vendor warrants and undertakes that at the giving and taking of possession:
- The chattels are delivered to the purchaser in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver the chattels shall only create a right of compensation.
 - All electrical and other installations on the property are free of any charge whatsoever.
 - There are no arrears of rates, water rates or charges outstanding on the property.
 - Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - Where the vendor has done or caused or permitted to be done on the property any works:
 - any permit, resource consent or building consent required by law was obtained; and
 - the works were completed in compliance with those permits or consents; and
 - where appropriate, a code compliance certificate was issued for those works.
 - Where under the Building Act, any building on the property sold requires a compliance schedule:
 - the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - the building has a current building warrant of fitness; and
 - the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 6.3 The vendor warrants and undertakes that at settlement:
- Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - 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 -
- has been delivered forthwith by the vendor to either the purchaser or the purchaser's solicitor, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- (3) Any chattels included in the sale are the unencumbered property of the vendor.
- 6.4 The vendor warrants and undertakes that on or immediately after possession:
- If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings the water and wastewater charges shall be apportioned.
 - Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after the possession date.
 - The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - Where the property comprises a stratum estate, the vendor will notify the secretary of the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 6.5 Breach of any warranty or undertaking contained in this clause does not defer the obligation to settle. Settlement shall be without prejudice to any rights or remedies available to the parties at law or in equity, including but not limited to the right to cancel this agreement under the Contractual Remedies Act 1979.

7.0 Unit title and cross lease provisions

Unit Titles

7.1 If the property is a unit title the vendor warrants and undertakes as follows:

- (1) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
 - (2) Not less than five working days before the settlement date the vendor will provide:
 - (a) a copy of all insurance policies or certificates effected by the body corporate under the provisions of section 15 of the Unit Titles Act 1972 ("the Act"); and
 - (b) a certificate from the body corporate under section 36 of the Act. Any periodic contributions shown in that certificate shall be apportioned.
 - (3) There are no amounts owing by the vendor under sections 14, 33 or 34 of the Act.
 - (4) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (5) No order or declaration has been made by any Court under sections 28, 37, 40, 42, 43, 46 or 51 of the Act.
 - (6) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:
 - (a) the vendor or the purchaser incurring any liability under sections 14, 33 or 34 of the Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought under sections 28, 37, 40, 42, 43, 46 or 51 of the Act.
 - (7) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
 - (8) No lease, licence, easement or special privilege has been granted by the body corporate in respect of any part of the common property.
 - (9) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan; or
 - (d) the deposit of a new unit plan in substitution for the existing unit plan which has not been disclosed in writing to the purchaser.
 - (10) As at the giving and taking of possession, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- 7.2 If the vendor does not provide a copy of all insurance policies or certificates and the certificate under section 36 in accordance with the requirements of subclause 7.1(2):
- (1) The settlement date shall be deferred to the fifth working day following the date on which that information is provided to the purchaser.
 - (2) The purchaser may elect that settlement shall still take place on the settlement date, such election not being a waiver of any rights under subclause 7.1(2)(b) to a proper apportionment of outgoings.
 - (3) Deferment of the settlement date under this subclause shall not constitute deferment of the possession date unless the purchaser so elects.

Unauthorised structures - Cross leases and unit titles

- 7.3 (1) Where structures (not stated in clause 5 to be requisitionable) have been erected on the property without:
- (a) in the case of a cross lease title any required lessors' consent; or
 - (b) in the case of a unit title any required body corporate consent -
- the purchaser may demand within the period expiring on the earlier of:
- (i) the tenth working day after the date of this agreement; or
 - (ii) the possession date; or
 - (iii) the settlement date -
- that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- (2) Should the vendor be unwilling or unable to obtain a current consent then the procedure set out in subclauses 5.2(3) and 5.2(4) shall apply with the purchaser's demand under subclause 7.3(1) being deemed to be an objection and requisition.

8.0 Conditions and mortgage terms

Particular conditions

- 8.1 If particulars of any finance condition(s) are inserted on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance in terms of those particulars on or before the finance date.
- 8.2 (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
- (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - (b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and
 - (c) this agreement is conditional upon the purchaser approving that LIM.
- (2) If the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 8.7(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of subclause 8.7(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 8.3 (1) If the purchaser has indicated on the front page of this agreement that OIA Consent is not required then the purchaser warrants that the purchaser does not require OIA Consent.
- (2) If the purchaser has indicated on the front page of this agreement that OIA Consent is required, this agreement is conditional upon OIA Consent being obtained on or before the Land Act/OIA date shown on the front page of this agreement, the purchaser being responsible for payment of the application fee.
- 8.4 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is subject to the vendor obtaining the necessary consent by the Land Act/OIA date shown on the front page of this agreement.
- 8.5 If the Land Act/OIA date is not shown on the front page of this agreement that date shall be the possession date or a date two months from the date of this agreement whichever is the sooner.
- 8.6 If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

Operation of conditions

- 8.7 If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

Mortgage terms

- 8.8 Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 8.9 If the vendor is to advance mortgage moneys to the purchaser then, unless otherwise stated, the mortgage shall be in the appropriate "fixed sum" form currently being published by the Auckland District Law Society.

9.0 Notice to complete and remedies on default

- 9.1 (1) If the sale is not settled on the settlement date either party may at any time thereafter serve on the other party a settlement notice; but
 (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready able and willing to proceed to settle in accordance with the notice or is not so ready able and willing to settle only by reason of the default or omission of the other party.
 (3) If the purchaser is in possession the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 9.2 Subject to clause 9.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
 (1) on or before the twelfth working day after the date of service of the notice; or
 (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive –
 time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 9.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 9.1.
 (3) The vendor may give a settlement notice with a notice under this subclause.
 (4) For the purpose of this subclause a deposit is not an instalment.
- 9.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 9.1(3):
 (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity the vendor may:
 (a) sue the purchaser for specific performance; or
 (b) cancel this agreement by notice and pursue either or both of the following remedies namely:
 (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 (ii) sue the purchaser for damages.
 (2) Where the vendor is entitled to cancel this agreement the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 (3) The damages claimable by the vendor under subclause 9.4 (1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
 (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 (4) Any surplus money arising from a resale as aforesaid shall be retained by the vendor.
- 9.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser then without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
 (1) sue the vendor for specific performance; or
 (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 9.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 9.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 9.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

10.0 Non-merger

- 10.1 The obligations and warranties of the parties in this agreement shall not merge with:

- (1) the giving and taking of possession;
- (2) settlement;
- (3) the transfer of title to the property;
- (4) delivery of the chattels (if any); or
- (5) registration of the transfer of title to the property.

11.0 Agent

- 11.1 If the name of a licensed real estate agent is recorded on this agreement it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor appoints as the vendor's agent to effect the sale. The vendor shall pay the agent's charges including GST for effecting such sale.

12.0 Goods and Services Tax

- 12.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
 (1) The purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date.
 (2) Where the GST date has not been inserted on the front page of this agreement the GST date shall be the possession date.
 (3) Where any GST is not so paid to the vendor the purchaser shall pay to the vendor:
 (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 (b) any default GST.
 (4) It shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act.
 (5) Any sum referred to in this clause is included in the purchase price, interest and other moneys, if any, referred to in subclause 3.7.
- 12.2 If the supply under this agreement is a taxable supply the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 12.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.
- 12.4 (1) Without prejudice to the vendor's rights and remedies under clause 12.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 9.1.
 (3) The vendor may give a settlement notice under subclause 9.1 with a notice under this subclause.

13.0 Supply of a Going Concern

- 13.1 If the supply made pursuant to this agreement comprises the supply of a taxable activity that is a going concern at the time of the supply then, unless otherwise expressly stated herein:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at zero per cent.
- 13.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement then the provisions of clause 12.0 of this agreement shall apply.

14.0 Limitation of Liability

- 14.1 If any person enters into this agreement as trustee of a trust, then:
- (1) That person warrants that:
 - (a) that person has power to enter into this agreement under the terms of the trust;
 - (b) that person has properly signed this agreement in accordance with the terms of the trust;
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this agreement; and
 - (d) all of the persons who are trustees of the trust have approved entry into this agreement.
 - (2) If that person has no right to or interest in any of the assets of the trust except in that person's capacity as trustee of the trust, that person's liability under this agreement shall not be personal and unlimited but shall be limited to an amount equal to the value of the assets of the trust that are available to meet that person's liability unless the right of that person to be indemnified from the assets of the trust has been lost and, as a result, the other party to this agreement is unable to recover from that person that amount.



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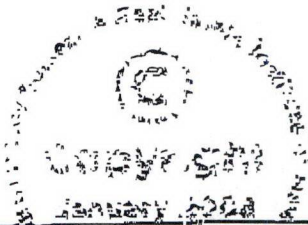
RAY WHITE NAPIER

0003

Eight Edition 2008 (2)

FURTHER TERMS OF SALE

- 15.0 The parties hereto acknowledge that this agreement may be signed in two or more counterparts each of which may be a facsimile copy and which shall be deemed to be an original but together shall constitute the same instrument and shall be binding on the parties; and the parties further acknowledge that the general conditions of sale contained in the New Zealand Real Estate Institute and New Zealand Law Society Form (7th Edition) shall form part of this agreement.
- 16.0 This agreement is conditional upon the Purchaser being satisfied with a Property File Report on 738 Kennedy Road, Napier, obtained from the Napier City Council. Should the Purchaser be dissatisfied with any matter contained in the report, they may terminate this contract by notice in writing to the Vendor's Solicitor, such notice to be received on or before ten (10) working days from execution of this agreement. If notice is not received within the aforesaid time the Purchaser shall be deemed to have waived his rights under this condition.
- 17.0 This agreement is entirely conditional upon the purchaser approving (in the purchaser's sole and unfettered discretion) all matters that the purchaser considers may touch, concern or affect the property or the commercial viability of the transaction within 10 (ten) complete working days after the date of this agreement by both parties. If notice is not received in writing by the Vendor's solicitor or agent by 5pm on the 10th working day after the date of this agreement of the purchaser's approval of the property, then the contract will be at an end. This condition is inserted for the sole benefit to the purchaser.

**SCHEDULE 1**List all chattels included in the sale
(delete out or add as applicable)

Stove Fixed floor coverings Blinds Curtains Drapes Light fittings

TV Aerials, Extractor Fan, Heated Towel Rail, Waste Disposer, Kent style etc.

WARNING (This warning does not form part of this agreement)

This is a binding contract. Read the information set out on the back page before signing.

Signature of vendor(s)

[Handwritten signatures of vendors]

Signature of purchaser(s)

[Handwritten signature of purchaser]

[Handwritten signature: C. J. Johnson]

FURTHER TERMS OF SALE

- 15.0 The parties hereto acknowledge that this agreement may be signed in two or more counterparts each of which may be a facsimile copy and which shall be deemed to be an original but together shall constitute the same instrument and shall be binding on the parties; and the parties further acknowledge that the general conditions of sale contained in the New Zealand Real Estate Institute and New Zealand Law Society Form (7th Edition) shall form part of this agreement.
- 16.0 This agreement is conditional upon the Purchaser being satisfied with a Property File Report on 236 Kennedy Road, Napier, obtained from the Napier City Council. Should the Purchaser be dissatisfied with any matter contained in the report, they may terminate this contract by notice in writing to the Vendor's Solicitor, such notice to be received on or before ten (10) working days from execution of this agreement. If notice is not received within the aforesaid time the Purchaser shall be deemed to have waived his rights under this condition.
- 17.0 This agreement is entirely conditional upon the purchaser approving (in the purchasers sole and unfettered discretion) all matters that the purchaser considers may touch, concern or affect the property or the commercial viability of the transaction within 10 (ten) complete working days after the date of this agreement by both parties. If notice is not received in writing by the vendors solicitor or agent by 5pm on the 10th working day after the date of this agreement of the purchaser's approval of the property, then the contract will be at an end. This condition is inserted for the sole benefit fo the purchaser.



SCHEDULE 1


List all chattels included in the sale
(strike out or add as applicable)

Stove **Fixed floor coverings** **Blinds** **Curtains** **Drapes** **Light fittings**
 V Aerials, Extractor Fan, Heated Towel Rail, Waste Disposer, Kent style fire

WARNING (This warning does not form part of this agreement)

This is a binding contract. Read the information set out on the back page before signing.

Signature of vendor(s)

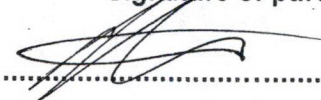
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Signature of purchaser(s)



 C.A. Hanson

BEFORE SIGNING THE AGREEMENT

- It is recommended both parties seek professional advice before signing. This is especially so if:
 - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
 - the property is sold as a going concern.
 - Property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - the property is vacant land in the process of being subdivided or there is a new cross lease or unit title to be issued. In these cases additional clauses may need to be inserted.
 - there is any doubt as to the position of the boundaries.
 - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- The purchaser should investigate the status of the property under the Council's District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out by an earlier owner. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a cross lease or unit title. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, the purchaser should inquire whether the body corporate holds funds for deferred maintenance of common property.
- The vendor should ensure the warranties and undertakings in clauses 6 and 7:
 - are able to be complied with; and if not
 - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels list in Schedule 1 is accurate.
- If the property is sold as a "going concern", the vendor should ensure the purchase price is stated on the front page as "PLUS GST (if any)".

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

THE PURCHASER IS ENTITLED TO A COPY OF ANY SIGNED OFFER AT THE TIME IT IS MADE.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE: *6th August 2008*

VENDOR: Judy CARTER & Stewart & Ross & Garry NESBIT

Contact Details:
Ph. (Bus.) 843 0092
(Pvt.) 843 7601

VENDOR'S SOLICITORS:

Firm: Don Kennedy
Individual Acting: Peter Dennehy

Contact Details:
Address: 202 Lyndon Road West
Suburb:
City: HASTINGS
Ph: 6 878 5211 Fax: 06 878 3029
DX: P O Box 838

PURCHASER: Boyce Glenn HARRISON & Vicki Anne HARRISON

Contact Details:
Ph. (Bus.)
(Pvt.) 06 8340905
0276054294

PURCHASER'S SOLICITORS:

Firm: *Your Property Centre.*

Individual Acting:

Contact Details:
Address:
Suburb:
City:
Ph:
DX: Fax:

REAL ESTATE AGENT:

Agent's Name: Hawke Bay Property Ltd MREINZ
Manager: Marlene Nathan
Salesperson: Grant McDonald

Contact Details:
173 Tennyson Street Clive Square, Napier, Hawkes Bay
Ph: 06 835 7615 Fax: 06 835 2473

**SPECIFICATION OF WORK TO BE DONE
AND MATERIALS TO BE USED FOR EXTENSIONS
AND ALTERATIONS TO RESIDENCE FOR:**

**B & V HARRISON
236 KENNEDY ROAD
NAPIER**

**IN ACCORDANCE WITH PLANS,
BRACING CALCULATIONS AND THIS
SPECIFICATION PREPARED BY:**

**COLIN McKENZIE DESIGN LTD
197 KENNEDY ROAD
NAPIER
PHONE 06 843 6592
FAX 06 843 6596**

PRELIMINARY AND GENERAL

All work shall be carried out in accordance with this specification together with all relevant plans and details and comply with New Zealand Building Act and NZS3604:1999.

CONDITIONS OF CONTRACT

The usual conditions of contract shall apply and are to be read with and applied to all trades included in and forming part of this contract. The Agreement referred to a suitable form of contract (Conditions of Contract) shall be provided by the Contractor and is to be completed by all parties before site work is commenced.

BUILDING CONSENT

The builder shall obtain all consents from and pay all fees demanded by Local Authorities before the commencement of the work and give notice for inspections and tests as required.

INSURANCE

The builder shall obtain a **CONTRACTORS ALL RISK'S** policy to cover the building during the construction period.

SUB CONTRACTORS

Sub contractors work is the responsibility of the builder. Their work must be given protection by the builder and any damage suffered by the lack of protection must be repaired at the expense of the builder. Damaged caused by sub contractors to the builders or other sub contractors work shall be repaired by the sub contractor concerned at his own expense.

MAINTENANCE

The builder shall maintain the work carried out for a period of thirty days after the completion of the contract. During that period the builder shall make good any defects in any part of any trade to the satisfaction of Owner.

P.C.SUMS

Where P.C. Sums are mentioned, should the sum not be wholly expended the balance shall be returned to the owner. Alternately, should the P.C. Sum be exceeded, the balance shall be an extra payable by the Owner to the Builder. The P.C. Sum is to cover the cost of the material item based on the retail price ex store.

PRICE FLUCTUATIONS ON LABOUR & BUILDING MATERIAL COSTS

Escalation cost is materials or labour charges that occur after acceptance of tender shall be dealt with as follows.

For the purpose of assessing escalation the contractor shall be entitled to a percentage or other allowance to cover overheads or other costs and profit arising from such escalation.

CONTRACT DOCUMENTS

Shall include this specification and its associated working drawings and it shall be the contractors responsibility to make himself fully conversant with all provisions in these documents before submitting his tender. Tenders will be accepted on the understanding that details of the work are clearly set out in these documents or have been clarified through enquires made to the designer. No claim for compensation due to insufficient or ambiguous details will be recognised, or by the signing of a building contract prior to uplifting of building consent from Council. It is the responsibility of contractor and all sub contractors to confirm the extent of their contract by perusing drawings and specifications to confirm the extent of other contracts. It will be assumed any items requiring supply or installation shown on drawings and specification or shown singularly on drawings or specification will be allowed for in full. No claim for ambiguous detailing will be considered. It is the responsibility of all trades to check and confirm all details and dimensions on site prior to construction or fabrication.

EXCAVATOR

NOTE

General clauses shall be read where they apply to this trade. For tendering assume levels to be as shown on drawings or level.

CLEAR SITE

Site to be cleared within the actual building area of all vegetation and stumps.

EXCAVATE

Excavate to the extent indicated on the drawings for the building. All footing depths shown are minimum. Contractor shall take to solid bearing. Any suspect bearing shall be pointed out in order that an Engineering assessment may be made by Owner.

CONCRETE WORK

PRELIMINARY AND GENERAL

Note all clauses under Preliminary and General of this specification which apply to this section of the work.

MATERIALS

Concrete to be pre-mixed with a test of 17.5mpa after 28 days.

FOUNDATIONS

Footings shall be as detailed on foundation details. Refer to drawings for extent. Refer excavator for minimum depths etc.

CARPENTER AND JOINER

PRELIMINARY AND GENERAL

Note to all clauses under preliminary and general of this specification which shall apply to this section of the work. All work and materials shall conform with NZS3604:1999.

EXPOSED FACES OF TIMBER

All timber which has to be exposed to view in finished surfaces shall be dressed on the appropriate faces unless otherwise specified.

WORKMANSHIP AND FABRICATION

All timbers shall be cut with square, close fittings joints secured with wire nails, bolts and other fixings as detailed or necessary to form structural stability.

TRIMMERS

Lintels and beams, unless otherwise detailed shall be checked 12mm into studs or posts. All joints to be constructed in such a manner so that they will transmit the loads and provide resistance to stresses to which they will be subjected.

JOINERY

Joinery and exposed timber shall be sanded smooth and surfaces left clean of any marks ready for painter.

SKIRTINGS

Architraves, plates and other joinery shall be accurately scribed to the contour of any irregular surfaces against which they may be required to form a close butt joint.

WEATHERING

The contractor shall ensure that all weathering surfaces, throatings and joints shall be properly executed to form weathertight job. All fixings and fixtures shall comply with the requirement of NZS3604:1999 for appropriate exposure zone. All fittings and fixtures shall be as required to suit end use and local environment.

DAMPCOURSE

Provide 2 ply malthoid strips or equal between all timber and concrete walls.

PRIMING

All abutting surfaces of exterior timber shall receive a good coat of priming before being fixed.

PLATES

Bottom and top plates shall be in long lengths, halved or nail plated at wall junctions and jointed over studs.

STUDS AND DWANGS

Studs shall be cut squarely top and bottom and shall be securely nailed to plates with two 100mm spikes to each end. Maximum spacing 600crs. Dwangs shall be cut inbetween studs in partitions and shall be 100x50 spaced at equal centres maximum 800mm.

SEASONING AND MOISTURE CONTENT

All timber shall be thoroughly seasoned by air-drying or kiln-drying. Contractor shall take all necessary precautions to protect from dampness and to ensure that no timber wall linings or joinery is fabricated under damp conditions. It is the contractor's responsibility to ensure that timber of sub standard grade is rejected and not used. All timber used in this contract shall have an approved moisture content and shall be free from objectionable traits. Preservative treatment range and extent shall be as required by NZS3602 – 2003, NZS3640 - 2003 to suit end use environment as stated in summary below.

<u>SCHEDULE OF TIMBERS</u>			
<u>LOCATION</u>	<u>TIMBER</u>	<u>SIZE</u>	<u>SPACING</u>
Scotia	Pinus radiata	50x25mm	
Skirting	Pinus radiata	85x12mm bevelled	
Scribers and architraves	Pinus radiata	50x12mm bevelled	
Bottom plates	Kiln dried, laser frame or equal	90x45	Per manufacturers specification
Top Plates	" "	"	"
Studs	" "	"	"

TREATMENT SUMMARY

Suppliers and contractors shall make themselves familiar with the requirements of the N.Z. Standard to ensure correct use of timber.

Piles and structural in ground material	H.5
Sub floor framing	H1.2
External wall framing	H1.2
Internal wall framing including bottom plates	H.1
Roof framing, trusses and ceiling joists	Untreated kiln dried radiata pine

PLUGS

All plugs and grounds in concrete or block shall be approved propriety brands of such depth and shape to resist extraction.

BUILDING PAPER

Building paper shall be Duroid 850L W. building paper or approved.

BUILDING WRAP

Building wrap in accordance with NZBC acceptable solution E2/AS1 fixed per manufacturers recommendations and NZS3604.

INSULATION

Supply and fix insulation as shown on drawings to ceilings and exterior walls. Note: Contractor may use an alternative approved material of equivalent retail and insulation value.

LINEN AND STORE CUPBOARDS

To be constructed where shown on drawings. Line full height. Provide shelving as follows:

- Linen - slatted 25mm shelving at 400crs
- Store - customwood shelving at 400crs and 300crs alternately

METER RECESS

Provide recess for electrical meter board where directed to the satisfaction of the Local Authority.

HARDWARE

Allow for the supply of all hardware as required for door handles, locks, hinges, window fittings, door and drawer pulls, stops, angles, vents etc. Provide Pryda flexible door stops to all interior doors. Provide approved towel rail to bathroom.

WINDOW JOINERY

All window joinery shall be existing re used.

ROOFING

On purlins or battens as shown and specified on cross section fix roofing per manufacturers specifications and details together with flashings as required to leave roof in a weatherproof-wind proof condition.

LINTELS

Lintels to openings shall be as specified on drawings. All lintels shall bear on a trimming stud each end. Lintels over 2.7 wide or as indicated on plans shall be tied down for uplift using 25x1 m.s. strap top and bottom fixed to lintel/trimmer. Trimmer/floor framing with 30mm x 2.5F.H. nails per NZS3604:1999.

BRACING

Bracing to exterior and interior walls shall be angle or sheet bracing as shown on working drawings and bracing calculations.

EAVES

Form eaves as shown on cross sections constructed according to best trade practice.

JOINERY UNITS

New kitchen units details by other.

DOOR FRAMES

Interior: Interior door frames shall be finger jointed radiata pine gib grooved for interior lining.

Doors: Refer to drawings for extent shall be paint quality 1980x760 hollow core with 660 doors to cupboards and service rooms.

ROOF CONSTRUCTION

Rafter construction comprising timber as stated in accordance with this specification and spaced at centres shown on cross section.

EXTERIOR FINISHES

As notated and specified on drawings. All linings fixed per manufacturers instructions and to the satisfaction of Local Authority.

HARDIFLEX SHEATHING

Where 6mm thick fibrolite wall sheathing is used it shall be fixed to dwangs set out at 600mm crs nailing at 225mm crs horizontally and at overlaps to studs at 600mm vertically with 40x2.24 galvanised "Sheer Point" nails. Walls to be first covered with Duroid Light Weight building paper fixed horizontally on walls with 100 overlap sheathing to be of type shown on drawings.

INTERIOR FINISHES

As notated and specified on drawings. All linings fixed per manufacturers instructions and to satisfaction of NZS3604:1999.

WALLS

Generally 10mm gib board stopped by contractor for a paint or wallpaper finish as specified on cross section working drawings.

CEILING

Shall be fixed and finished as specified on cross section working drawings.

Note: no ceiling lining to garage.

PLUMBING

PRELIMINARY AND GENERAL

The subcontractor shall pay attention to that section of the Preliminary and General clauses that relate to his trade. All plumbing work is to be carried out by a registered tradesman and shall be strictly in accordance with New Zealand Building Code.

GUTTERS

Fit to all eaves guttering as specified on drawings complete with 80mm PVC downpipes as required.

DRAINAGE

PRELIMINARY AND GENERAL

The sub contractor shall pay attention to that section of the Preliminary and General clauses that relate to his trade. All drainage work is to be carried out by a registered tradesman and shall be strictly in accordance with New Zealand Building Code.

STORMWATER DRAIN

Lay the whole of the stormwater drain from the premises to connection as shown using approved PVC pipes. The drainage is to be complete prior to occupation of the premises and to be notified for visual inspection on completion. Drain shall be 100mm diameter, if insufficient fall provide bubble up sump at boundary.

BUILDING CONSENTS AND FEES

Obtain all necessary consents. Pay related fees and give due notices for inspections and tests as required.

ELECTRICAL WORK

PRELIMINARY AND GENERAL

The sub contractor shall pay attention to that section of the Preliminary and General conditions dealing with relations with other trades. All cutting, drilling and fitting necessary for the electrical installation is to be included in this work, but no other work of other trades shall be cut into so that it may cause damage or injury to structural or finished work.

PERMITS AND CONSENTS

The Electrician shall be responsible for obtaining the consent of the Supply Authority to the installation, shall make all arrangements therewith for its connection to the Supply Authority terminals, shall arrange for all inspections and obtain the necessary permits and shall pay all fees in connection therewith.

WORKMANSHIP

All workmanship shall be in accordance with the New Zealand Electrical Wiring Regulations Act 1961 and all amendments thereto. The installation is to be carried out in accordance with the best trade practice by registered and skilled tradesman in accordance with the requirements of the Supply Authority. The Electrician shall provide on the works at all times a competent foreman. Materials shall be installed according to manufacturers instructions and recommendations. The installation of the electrical services shall be in accordance with the details and general intent of the specification and drawings and the electrician shall provide all necessary connections to enable the whole of the installation to be left in full working order. Provide all fittings with lamps and fuses with cartridges, elements of the ratings specified. Leave the works clean and tidy and in full working order.

LIGHT SWITCHES

P.D.L. Ivory rocker type flush switches.

POWER OUTLETS

Shall be 10amp P.D.L. Ivory flush mounted switches socket outlets, mounting height in all rooms to be 300mm above floor. Power connections to range – oven and hotwater cylinder shall be permanent connections or as required by the Supply Authority. Any special fittings shall be by special arrangement with the owner. One complete set of approved wattage lamps shall be provided to all lighting points.

ON COMPLETION

Remove all trade debris, test all equipment, clean fittings and leave in good working order.

SUNDRY FITTINGS

Provide and install the following positioned as directed by owner on site.

- 4 Interior light fittings
- 2 Exterior light fittings
- 4 Double power points

SMOKE ALARMS

Provide smoke alarms in passage (maximum 3.000 from any bedroom). Alarms shall be battery powered with minimum 60 second Hush facility. Alarms to conform with AS3786.

PAINTER (Contract by Owner)

PRELIMINARY AND GENERAL

The sub contractor shall pay attention to that section of the Preliminary and General clauses that relate to his trade.

CODE OF PRACTICE FOR PAINTING

All material and workmanship shall meet the requirements of NZSS CP5 wherever applicable.

MATERIALS, WORKMANSHIP, PREPARATION ETC

All materials shall be taken onto the job in their original containers with seals unbroken. No paint shall be stored in direct contact with finished floor surfaces, nor shall the mixing be carried out on such floors.

PREPARATION OF SURFACES

It shall be the responsibility of the painter to ensure that all surfaces including the surfaces of all successive undercoats are in a suitable condition to enable a first class finish to be obtained.

PUTTY

Where timber has a natural or transparent finish, putty shall be stained to simulate such a finish. After priming for painting, oiling or other preparation for varnishing, all nail holes, cracks, shrinkages and the like shall be neatly filled and stopped with linseed oil putty or other suitable stoppings. Such stopping shall be coloured to match the finished colour where transparent finishes are used.

SCOPE OF WORK:

EXTERIOR:

Refer to plan for content and extent.

GALVANISED:

Flashings primed and given two coats acrylic emulsion gloss finish.

FOUNDATION:

To be sealed and given two coats acrylic

HARDIES PRODUCTS:

To be given two coats acrylic semi gloss brush or texture finish as specified.

STAINED TIMBER:

Timber to be stained shall be stained with an approved stain.

FASCIA/BARDGE:

Where timber used timber to be given one undercoat and two finishing coats acrylic.

INTERIOR:

GIBRALTER BOARD:

Shall be sealed and finished with selected wallpaper to the nett value of \$35.00 per roll neatly butt jointed and fixed with an anti-fungus adhesive or painted with two finishing coats semi-gloss acrylic after sealing coat.

Refer to working drawings cross section for extent.

CEILING:

Ceiling to be sealed and given two coats acrylic emulsion.

GENERAL:

All remaining internal timber work shall be stained, varnished or painted.

BLOCKLAYER

PRELIMINARY AND GENERAL

Note all clauses under Preliminary and General of this specification that shall apply to this section of the work.

MATERIALS

Blocks are to be of the sizes as shown on the drawings, delivered to the site on pallets and to be free from cracks and chipped edges. Mortar is to consist of sand, cement and liquid lime based plasticise: Mix – sand 3 – 4 ½ : Lime ¼ - ½ : Cement 1:12.4Mpa at 28 days.

LAYING

Construct the various block walls as shown on the drawings on detailed foundation. Corners to be plumbed both ways, courses to be level and straight. The blocks are to be kept dry before and during laying and while the mortar is setting. Care shall be taken to prevent mortar droppings and all such droppings are to be cleaned up immediately. Sills are to be purpose made masonry unit sill blocks. Jamb blocks are to be rebated. Ventilators, if required are to be matching in colour and size, spaced 700mm from the corners and at 1.800mm intervals. Joints are to be 10mm thick maximum rounded on exposed faces. Build in holding down bolts 150mm from the corners and at 1.400mm centres. Reinforce and concrete fill all various bond beam courses and vertical cavities as shown on drawings. Solidly fill with grout in lifts not exceeding 1.20m. Pours shall be stopped 40mm below the top of a course to form key at pour points.

GROUT

360kg cement per cubic metre : water/cement ratio 7.7: All aggregate shall pass 13mm sieve : Mix 2 sand, 2 aggregate, 1 cement: 17.5mpa. On completion clean down all exposed faces of the block work and leave free from all defects and mortar stains.

WATERPROOFING OF EXPOSED SURFACES

Exposed surfaces of blockwork shall receive an approved waterproofing spray coat. Blockwork below ground level shall be tanked in an approved manner.

STUCCO TO EXTERIOR WALLS

GENERAL

The plasterer shall refer to the General Conditions of Contract.

EXTENT

Extent as shown on drawings fixed on Non Rigid backing over cavity battens.

Building wrap shall be run horizontally and lapped with minimum 75mm joints and have upper sheets lapped over lower sheets to ensure water is shed to the outside of the building wrap.

Non Rigid backing shall be provided support that keeps it taut in order to limit deflection to a maximum of 5mm. This shall be achieved using 75mm galvanised mesh or plastic tape or wire at 150mm crs run across the support cavity battens. Reinforcement shall be fixed on spacer in accordance with N.Z. Building Act E2/AS1 Fig 74. Non rigid plaster backing shall be supported at base using approved base flashing with 50mm cover and 20mm drip edge in accordance with Fig 75.

Window and door flashings shall be in accordance with Fig 76.

STUCCO VERTICAL CONTROL JOINT

Control joints are required to take up any shrinkage or movement and shall be placed at maximum 4 meter centres. Where possible control joints shall be located at the head of windows and doors. All internal and external corners shall be continuous around the corners; control joints are not required but must be located at 4 meter maximum.

HORIZONTAL CONTROL JOINT

At floor joist level a horizontal joint must be provided to accommodate the movements resulting due to timber joist shrinkage or due to structural deflections. Horizontal control joint must be located at 4 meters maximum as required under NZS42451.

PAINTING

Painting of plaster is essential to meet the durability requirements of New Zealand Building code and product warranty requirements.

Seal the stucco surfaces by applying a minimum two coats of acrylic exterior paint system comply with any of parts 7,8,9 or 10 of AS3730.

Before painting, remove any surface dirt, grime or other contaminants and ensure the plaster is dry.

In all cases the manufacturer's specification for the selected paint must be followed. Note that some paints require undercoat before applying the finish coat.

Figure 75: Bottom of stucco cladding
Paragraph 9.3.8

NOTE: 6 mm offset of framing to foundation is not necessary where *drained cavities* are used.

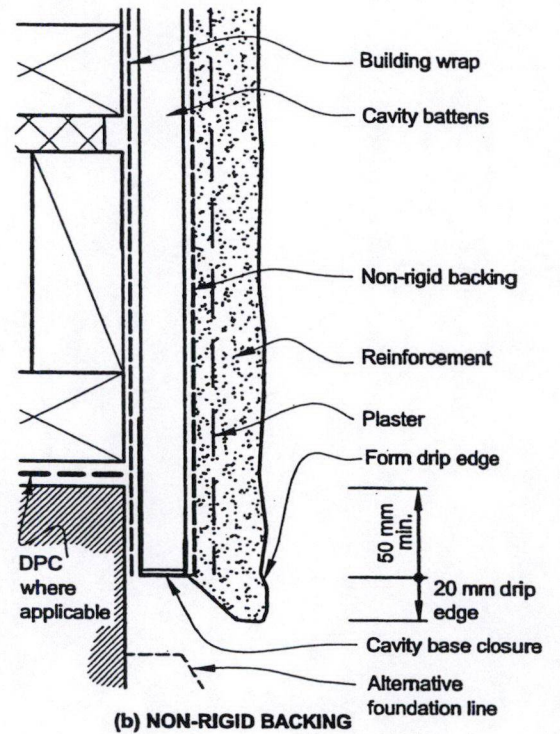


Figure 74: Types of stucco cladding
Paragraph 9.3.3

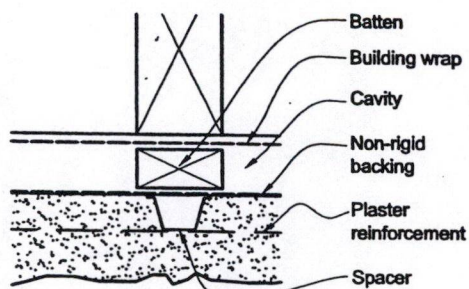
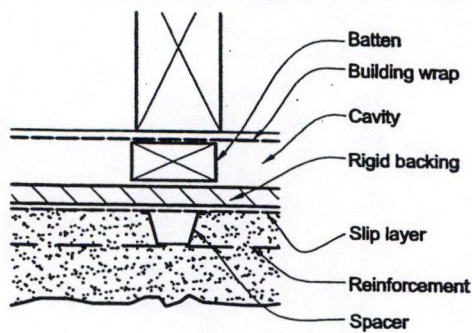
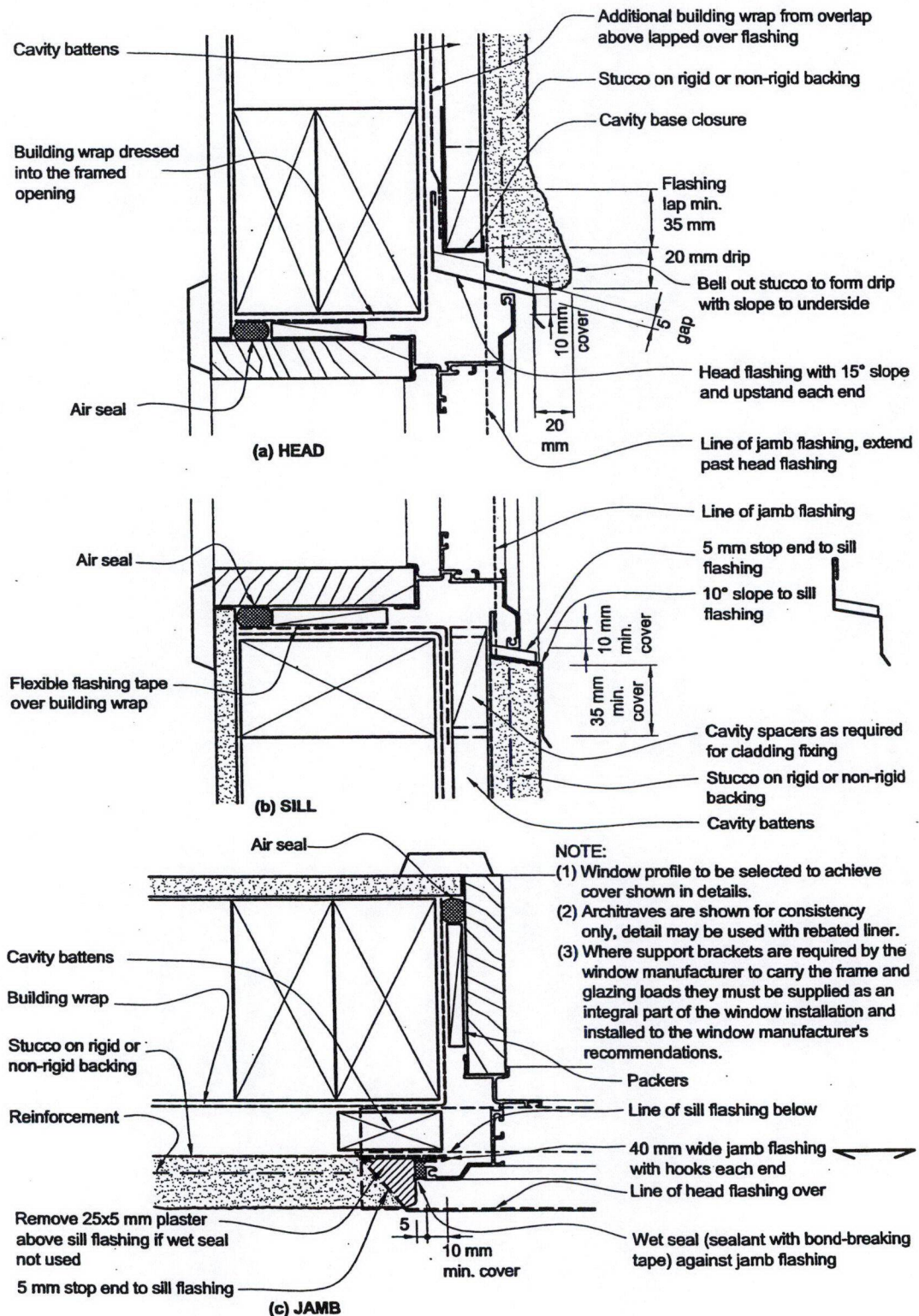


Figure 76: Windows in stucco cladding
Paragraph 9.3.11

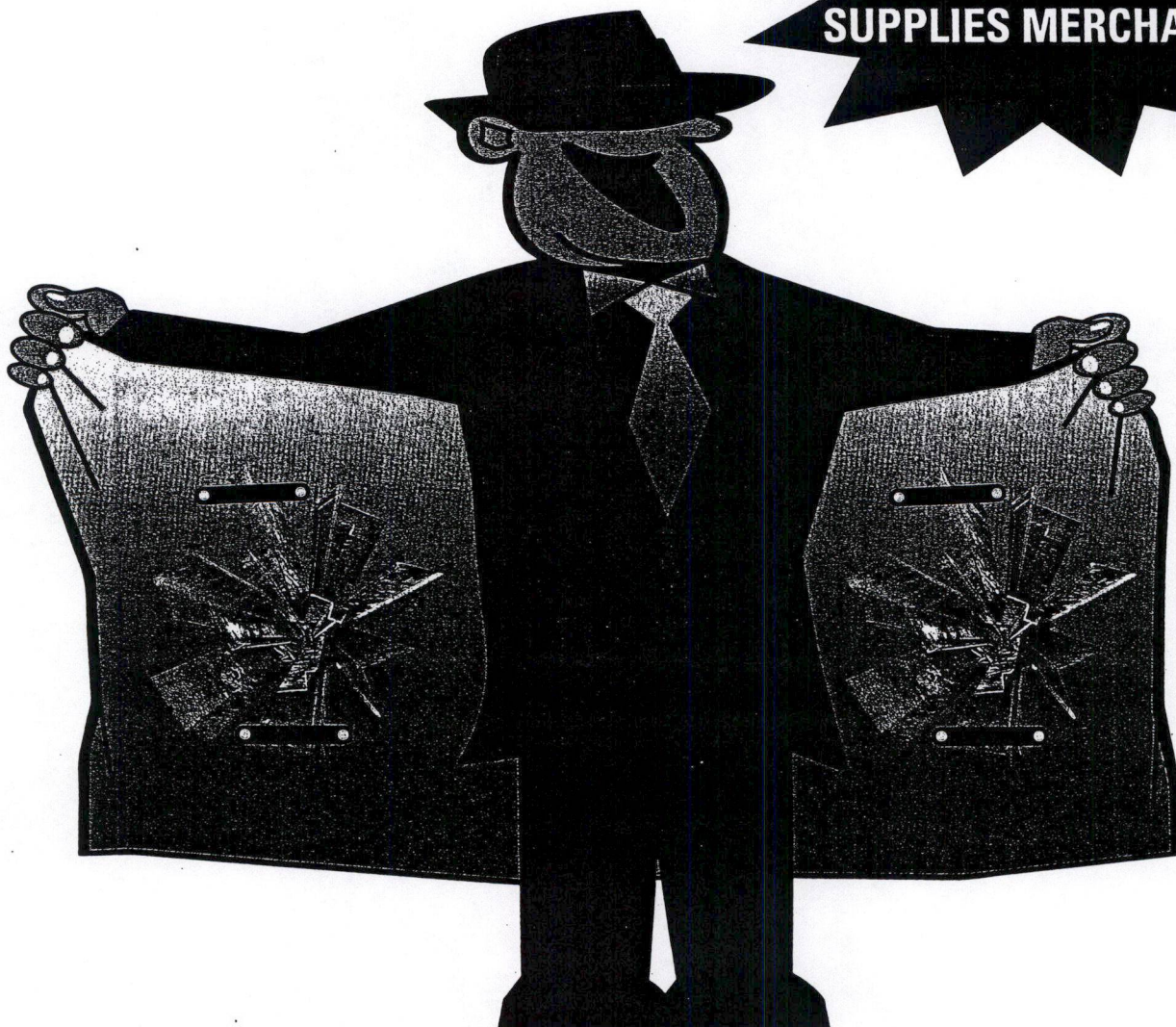
GENERAL: (a) Refer Figure 72 for wrapping of framed opening prior to window installation.
(b) Sliding and bi-fold windows will require specific design.
(c) A minimum of 8 mm effective cover at sills shall be permitted where necessary to allow for tolerances.



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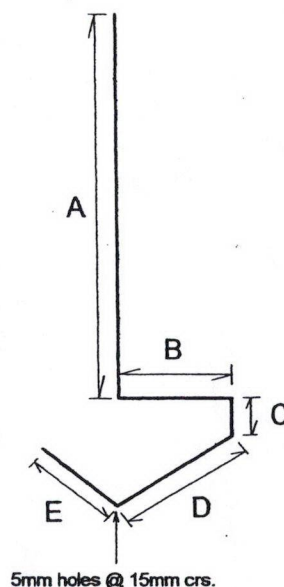
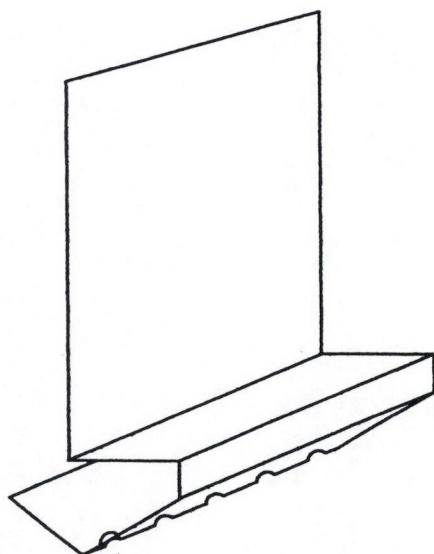
PH: 03 543 2145 FAX: 03 543 2146 EMAIL: INFO@QUICKFLASH.CO.NZ

WWW.QUICKFLASH.CO.NZ

Base & Cavity Closure Flashing (Stucco)

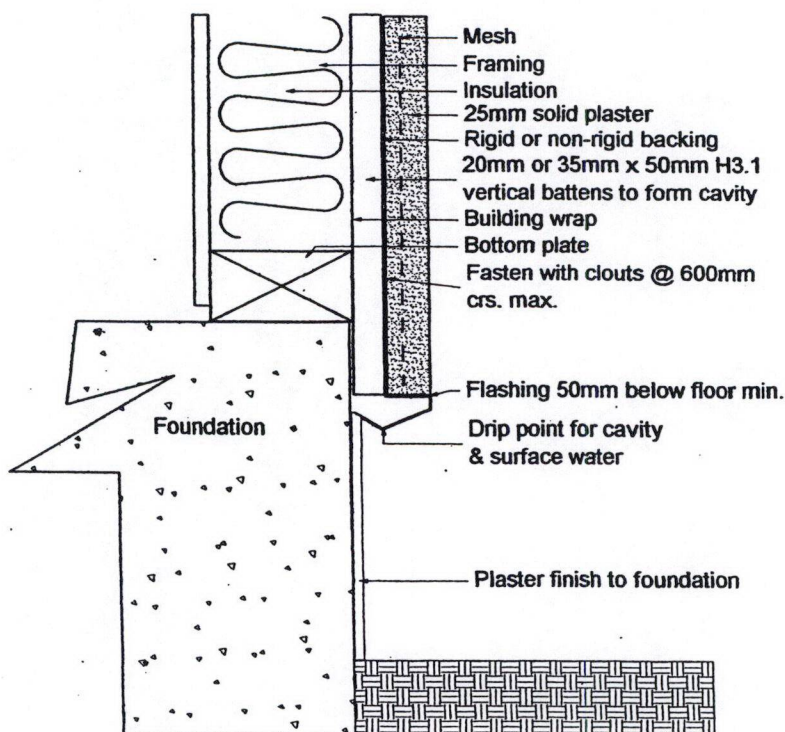
Code 01 (For 20mm Cavity)

Code 10 (For 35mm Cavity)



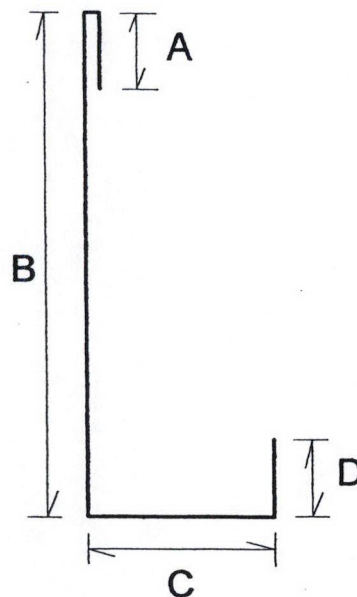
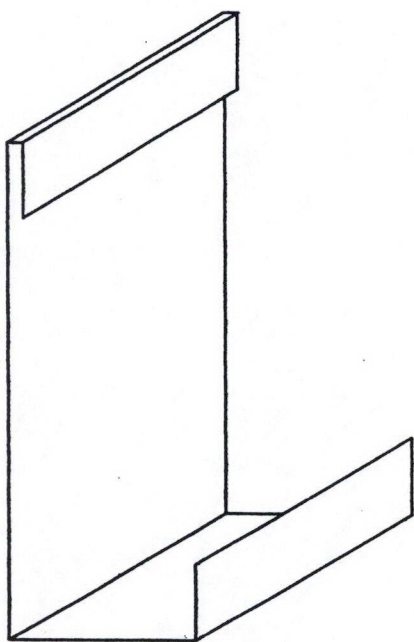
Code & Measurements								
	A	B	C	D	E	Galvanised Steel	Colorsteel Maxx	Stainless Steel
Code 01	99mm	30mm	10mm	36mm	25mm	✓	✓	✓
Code 10	83mm	30mm	10mm	52mm	25mm	✓	✓	✓
All flashings made in 3.0m lengths						Refer to tables 20,21 & 22 of E2/SA1 for material selection		

Base & Cavity Closure Flashing allows for venting and draining the cavity as well as providing a straight rigid base for the solid plaster to finish to. The positioning of the drainage holes means that if the foundation is plastered it will not interfere with the air movement and draining of the cavity. External corner joiners (code 15 & 16) are recommended, strengthen corners ,save time and leave straight clean lines.



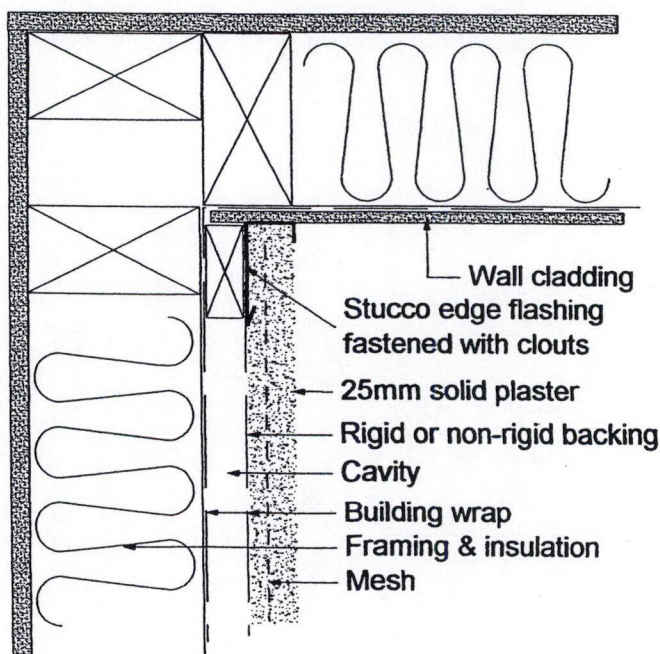
Edge Flashing

Code 02



Code & Measurements							
	A	B	C	D	Galvanised Steel	Colorsteel Maxx	Stainless Steel
Code 02	10mm	65mm	25mm	10mm	✓	✓	✓
All flashings made in 3.0m lengths				Refer to tables 20,21 & 22 of E2/SA1 for material selection			

This flashing forms a clean edge where the solid plaster meets another form of cladding, whether vertical or horizontal.



COLIN MCKENZIE DESIGN LTD

ARCHITECTURAL DRAUGHTSMAN

197 Kennedy Road
Napier

Phone - (06) 843 6592
Fax - (06) 843 6596

Name: Harrison

1. Location of STOREY	<u>foundation</u> <u>single</u> upper of two lower of two
SITE WIND ZONE: (Table 2.4)	<u>low</u> medium high / very high
EARTHQUAKE ZONE: (Fig. 2.2, Table 2.3)	<u>A</u> B / C

SITE ADDRESS

City/Town or District: 236 Kennedy Road
Street and Number: Napier
or
LOT AND D.P. Number: _____

2. FOR EARTHQUAKE

Roof weight: light / heavy
Average Roof Pitch: 15°
Type of Cladding: light / heavy / medium
Earthquake Zone: A
Storey in Roof space: yes / no

$E = 4.2 \text{ BU's/m}^2$

3. FOR WIND

Building Height	:	m	$W = 50 \text{ BU's/m Along}$
Roof Height	<u>2.00</u>	m	$W = 43 \text{ BU's/m Across}$
Stud Height	<u>3-1</u>	m	
Wind Speed	:		

4. ROOF or BUILDING LENGTH	BL = <u>6</u> m
ROOF or BUILDING WIDTH	BW = <u>6</u> m
GROSS ROOF or BUILDING PLAN AREA	GPA = <u>36</u> m ²

5. EARTHQUAKE LOAD (ACROSS and ALONG) $E \times \text{GPA}$	$= 4.2 \times 36$	$= 151.20 \text{ BU's}$
WIND LOAD: ACROSS	$W \text{ ACROSS} \times \text{BL} = 43 \times 6$	$= 258 \text{ BU's}$
WIND LOAD: ALONG	$W \text{ ALONG} \times \text{BW} = 50 \times 6$	$= 300 \text{ BU's}$

WALL BRACING CALCULATION SHEET B

(For use with NZS 3604 : 1999)

ALONG

WALL OR BRACING LINE		BRACING ELEMENTS PROVIDED			EARTHQUAKE		WIND	
1	2	3	4	5	6 EQ	7 EQ	6 W	7 W
Line Label	Minimum BU's Required	Bracing Element No.	Bracing Type	Length Element (m) L	Rating BU/m EQ	BU's Achieved (BU/m x L) EQ	Rating BU/m W	BU's Achieved (BU/m x L) W
A	60		GSla	1.8			65	117
			BLI	4.00			120	48
B	60		GSla	2.4			75	180
C								
D								
E								

TOTALS ACHIEVED

EQ

W

345

TOTALS REQUIRED

EQ

W

300

(From Sheet A)

ACROSS

WALL OR BRACING LINE		BRACING ELEMENTS PROVIDED			EARTHQUAKE		WIND	
1	2	3	4	5	6 EQ	7 EQ	6 W	7 W
Line Label	Minimum BU's Required	Bracing Element No.	Bracing Type	Length Element (m) L	Rating BU/m EQ	BU's Achieved (BU/m x L) EQ	Rating BU/m W	BU's Achieved (BU/m x L) W
M	60		GSla	2.4			75	180
			BLI	4.00			120	48
			BLI	4.00			120	48
N	60							
O								
P								
Q								

TOTALS ACHIEVED

EQ

W

276

TOTALS REQUIRED

EQ

W

258

(From Sheet A)



Design Steps 4 and 5 – Bracing Units Achieved (Wind and Earthquake)

MARCH 2006

TABLE 1: Bracing Unit Ratings for 10mm GIB® Standard Plasterboard and any other 10mm and 13mm GIB® plasterboard.

TYPE	LENGTH (m)	LINING REQUIREMENT	OTHER REQUIREMENTS	BU PER METRE	
	MINIMUM			WIND	EARTHQUAKE
GS1a	1.8	10mm GIB® Standard Plasterboard one face fixed horizontal or vertical	yes	65	55
	2.4			75	65
GS2	1.2	10mm GIB® Standard Plasterboard both sides fixed horizontal or vertical ¹	no	70	60
	1.8			80	70
	2.4			90	80

TABLE 2: Bracing Unit Ratings for 10mm GIB Braceline®, 10mm GIB Noiseline® and 10mm GIB Toughline® (fixed with GIB Braceline® screws or GIB Braceline® nails)

TYPE	LENGTH (m)	LINING REQUIREMENT	OTHER REQUIREMENTS		BU PER METRE	
	MINIMUM		DIAGONAL BRACE	HOLD-DOWNS	WIND	EARTHQUAKE
BL1	0.4	GIB Braceline® one face fixed horizontal or vertical ²	no	yes	120	115
	0.6		no	yes	125	115
BL1a	1.8	GIB Braceline® one face fixed horizontal or vertical ²	yes	yes	130	115
BLP	0.6	GIB Braceline® one face fixed horizontal or vertical, 7mm D-D plywood on the other ^{1,2}	no	yes	145	135
	0.9				145	145
BLG	0.6	GIB Braceline® one face, 10mm GIB® Standard on the other face, linings fixed horizontal or vertical ^{1,2}	no	yes	145	130
	1.2				150 ³	130

Notes:

- 1) Where linings are specified on both faces, each face must be fastened as a bracing element.
- 2) GIB Aqualine® can be used in place of GIB Braceline® in bracing elements 900mm or longer, provided the perimeter of the element is fixed with GIB Braceline® nails or screws spaced at 100mm centres generally, using the GIB Braceline® corner fixing pattern.
- 3) A maximum of 150 BU/m is recommended for any bracing system used with NZS 3604:1999 construction. Higher ratings generate loads beyond the capacity of NZS 3604:1999 timber foundation and slab details. If ratings exceed 150 BU/m, hold downs and foundations must be the subject of specific structural engineering design.

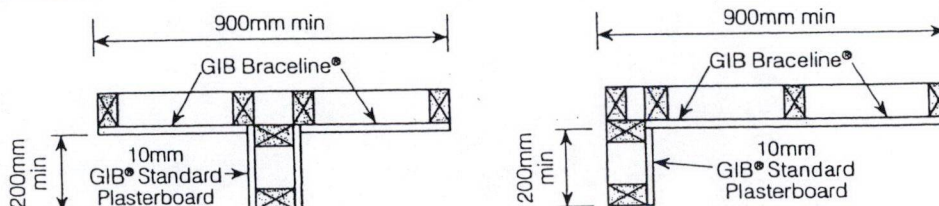
In order for GIB® systems to perform as tested, all components must be installed exactly as prescribed. Substituting components produces an entirely different system and may seriously compromise performance. Follow system specifications.

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Guidelines for Intersecting Walls

GIB® Bracing Elements may have intersecting walls with a minimum length of 200mm. Bracing element sheets shall be fixed and jointed as given on pages 30 and 31. Fasteners are required around the perimeter of the bracing element. Vertical joints at T-junctions (illustrated below) shall be fixed and jointed as specified for intermediate sheet joints. **The bracing element length must be no less than 900mm.**



Where a Wall Bracing Element is interrupted by a T or L junction the element is deemed to be continuous for the whole length (900mm in the example illustrated above).

Fixing the Perimeter of a Bracing Element

A bracing element can consist of a part sheet (such as in a 600 mm long BL1 element), or multiple sheets (such as in a 2.4 metre or longer GS1a element). The critical fasteners are located around the perimeter of a bracing element as outlined on the fastener layout pages. The perimeter of a bracing element must be connected to a continuous member such as studs or plates. Connection to a row of nogs is not acceptable.

Fixing in the Field of the Bracing Element

Fixing in the field of a bracing element is conventional and for GIB® wall bracing elements this means that adhesive fixing is recommended, eliminating the need for mechanical fasteners in the body of the sheets.

For GIB® ceiling diaphragms the screw and glue method is recommended resulting in a minimum number of mechanical fasteners along the centre line in the body of the sheets.

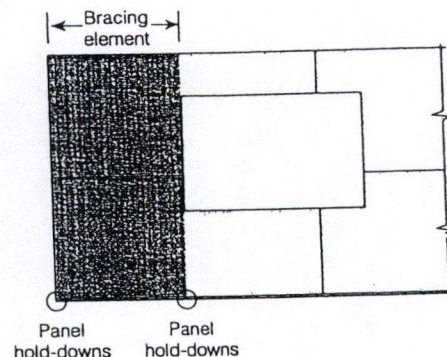
When applied correctly, paper-tape and stopped joints within the bracing element are strong enough to transfer loads within the element and conventional fixing of intermediate sheet joints to framing is sufficient.

Any sheet end butt joints within the field of the bracing element must be back-blocked in accordance with the "GIB® Site Guide".

Consult the "GIB® Site Guide" for further details on recommended fixing details.

Horizontal Fixing

GIB Braceline® linings may be fixed horizontally when linings extend under/over door or window openings. GIB Braceline® fasteners are provided around the perimeter of the bracing element.



GIB® Bracing Systems – EzyBrace™ Specification Numbering System

The EzyBrace™ Specification Numbering System is designed to make specification of GIB® Bracing Systems by designers and identification on site by builders and building officials more transparent. Note: the EzyBrace™ Specification Numbering System (and sub-components thereof) are protected by copyright.

- GS = GIB® Standard Plasterboard
- BL = GIB Braceline®
- BLP = GIB Braceline® / Plywood
- BLG = GIB Braceline® / GIB® Standard Plasterboard
- 1 = lined one side
- 2 = lined both sides
- a = angle brace

Therefore,

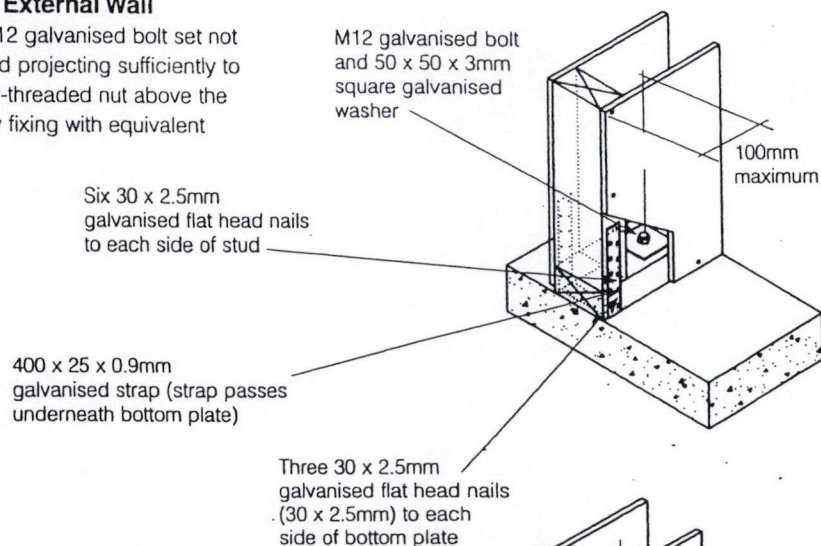
- GS1a = GIB® Standard Plasterboard one side with an angle brace
- GS2 = GIB® Standard Plasterboard both sides
- BL1 = GIB Braceline® one side
- BL1a = GIB Braceline® one side with an angle brace
- BLP = GIB Braceline® one side, Plywood on the other
- BLG = GIB Braceline® one side, GIB® Standard Plasterboard on the other

In order for GIB® systems to perform as tested, all components must be installed exactly as prescribed. Substituting components produces an entirely different system and may seriously compromise performance. Follow system specifications.

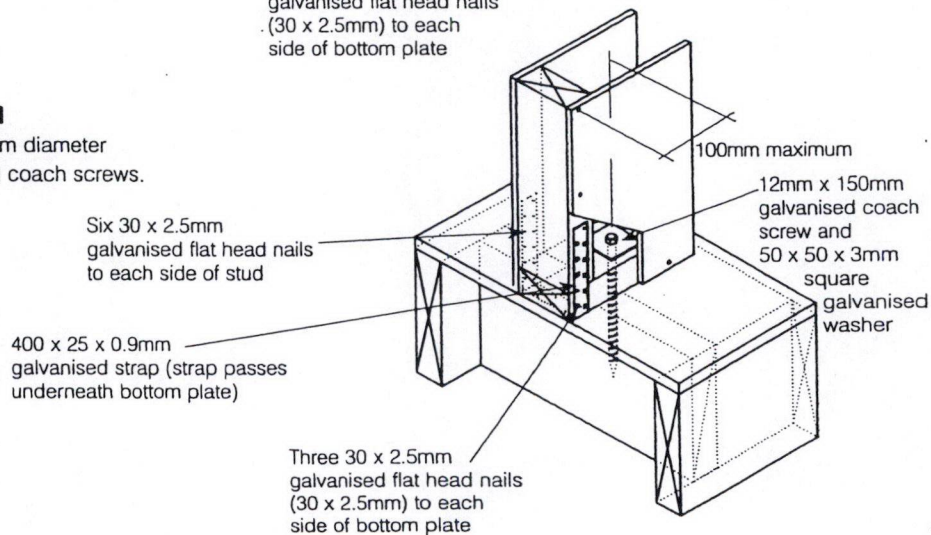
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**Concrete Floor – Internal / External Wall**

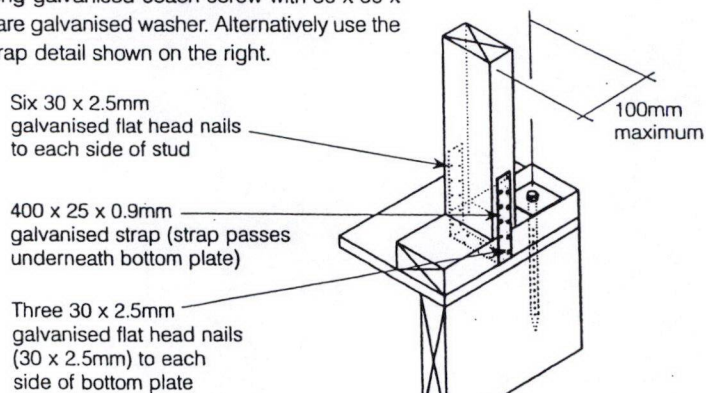
Bottom plate is fixed using an M12 galvanised bolt set not less than 75mm into concrete and projecting sufficiently to allow for a 3mm washer and fully-threaded nut above the timber. Alternatively a proprietary fixing with equivalent capacity may be used.

**Timber Floor – Internal Wall**

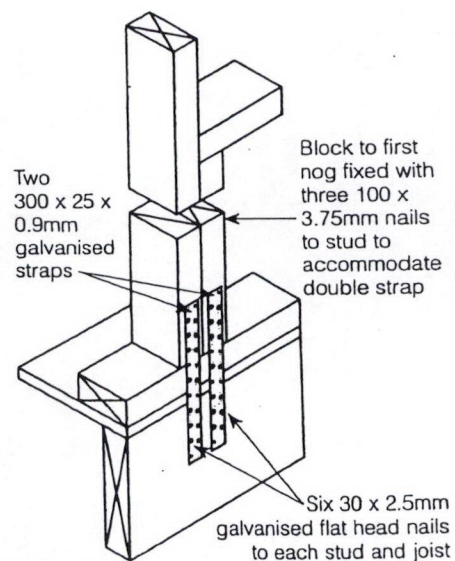
Bottom plate is fixed using a 12mm diameter minimum 150mm long galvanised coach screws.

**Timber Floor – External Wall Alternatives**

Bottom plate is fixed using a 12mm diameter minimum 150mm long galvanised coach screw with 50 x 50 x 3mm square galvanised washer. Alternatively use the double strap detail shown on the right.



Option 1



Option 2

Notes:

Additional thickness and/or corrosion protection is required in exposed and sheltered applications. (Consult NZS 3604:1999). To maintain a flush surface for the wall linings, it is recommended that hold down straps are checked into the framing.

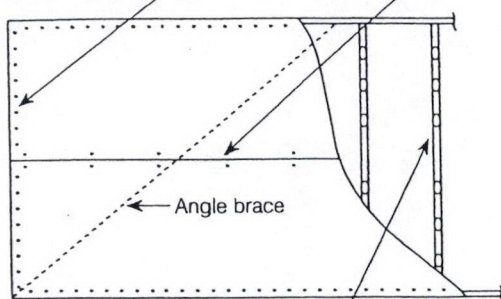
In order for GIB® systems to perform as tested, all components must be installed exactly as prescribed. Substituting components produces an entirely different system and may seriously compromise performance. Follow system specifications.



For 10mm GIB® Standard Plasterboard and any other 10mm and 13mm GIB® plasterboard

32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 150mm centres to perimeter of bracing element

Single 32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails where sheets cross studs

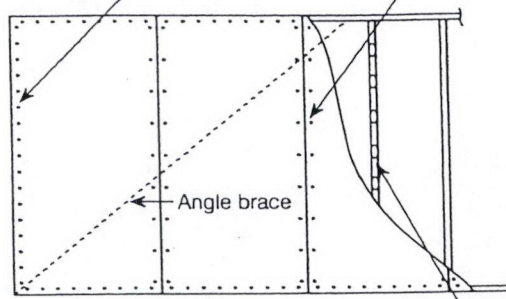


**GS1a (lined one side)
(Horizontal Fixing)**

Daub of GIBFix® adhesive at 300mm centres to intermediate studs

32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 150mm centres to perimeter of bracing element

Single 32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 300mm centres

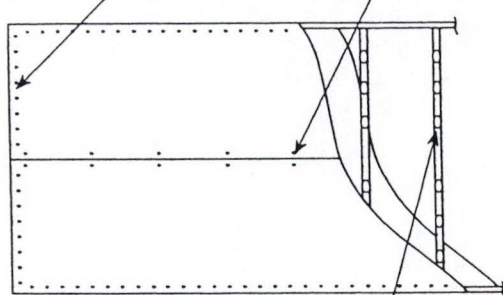


**GS1a (lined one side)
(Vertical Fixing)**

Daub of GIBFix® adhesive at 300mm centres to intermediate studs and nogs

32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 150mm centres to perimeter of bracing element

Single 32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails where sheets cross studs

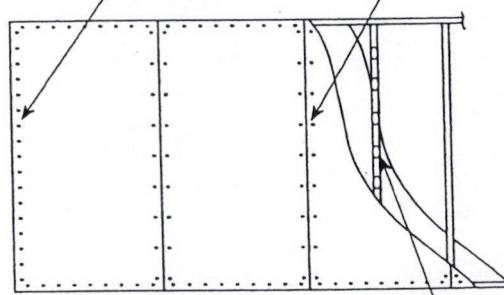


**GS2 (lined both sides)
(Horizontal Fixing)**

Daub of GIBFix® adhesive at 300mm centres to intermediate studs

32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 150mm centres to perimeter of bracing element

Single 32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 300mm centres



**GS2 (lined both sides)
(Vertical Fixing)**

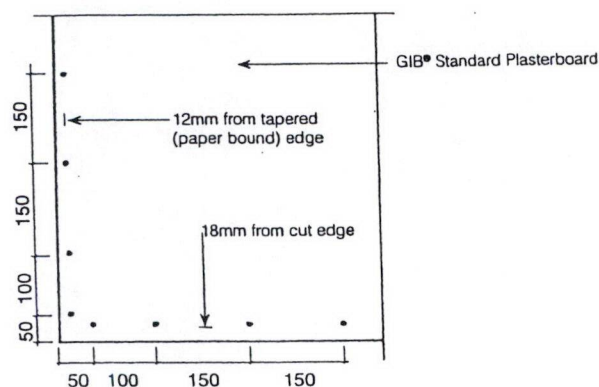
Daub of GIBFix® adhesive at 300mm centres to intermediate studs and nogs

Fixing the perimeter of a GIB® Standard Plasterboard bracing element

Fasteners are placed no closer than 12mm to the tapered (paper bound) machine edge of the GIB® plasterboard sheets. Fasteners are placed no closer than 18mm to a sheet end or a cut sheet edge.

For GIB® Standard bracing elements fasteners are placed at 150mm centres around the bracing element perimeter, starting at 50 and 150mm from the sheet corners.

Fastening pattern for GIB® Standard bracing elements



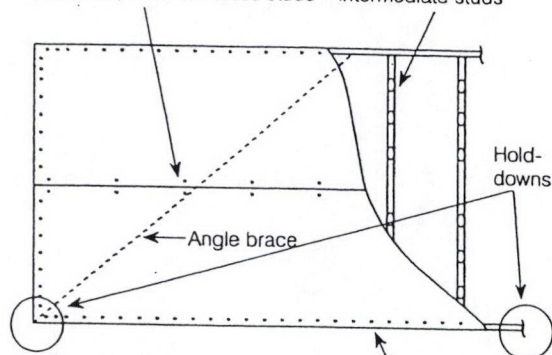
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For 10mm GIB Braceline®, 10mm GIB Noiseline® and 10mm GIB Toughline®

32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails where sheets cross studs
Daub of GIBFix® adhesive at 300mm centres to intermediate studs

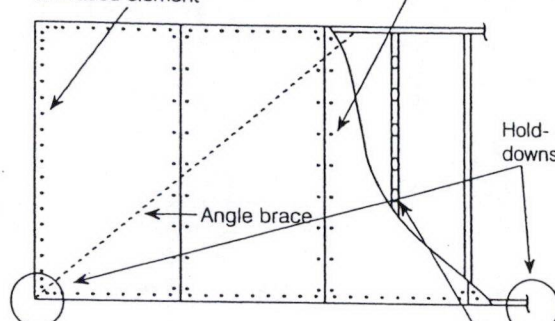


**BL1a (lined one side)
(Horizontal Fixing)**

32mm GIB Braceline® screws or 35mm GIB Braceline® nails at 150mm centres to perimeter of braced element

32mm GIB Braceline® Screws or 35mm GIB Braceline® Nails at 150mm centres to perimeter of braced element

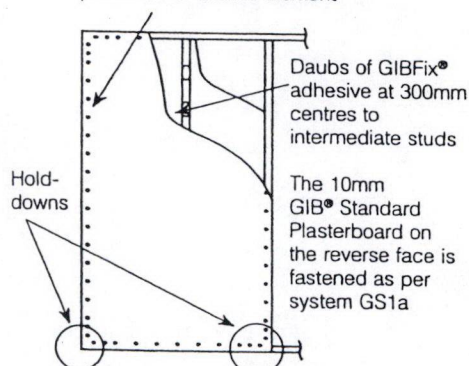
32mm x 6g GIB® Grabber® Drywall Screws or 30mm GIB® Nails at 300mm centres



**BL1a (lined one side)
(Vertical Fixing)**

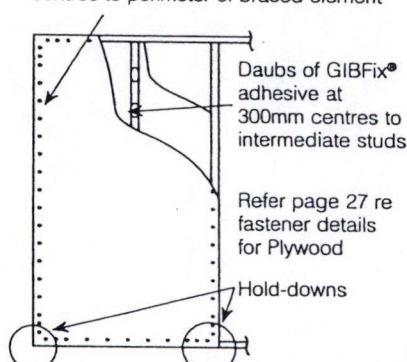
Daub of GIBFix® adhesive at 300mm centres to intermediate studs and nogs

32mm GIB Braceline® Screws or 35mm GIB Braceline® Nails at 150mm centres to perimeter of braced element



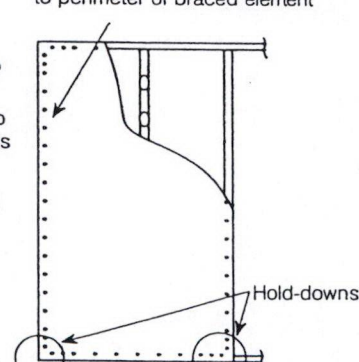
BLG (lined both sides)

32mm GIB Braceline® Screws or 35mm GIB Braceline® Nails at 150mm centres to perimeter of braced element



BLP (lined both sides)

32mm GIB Braceline® Screws or 35mm GIB Braceline® Nails at 150mm centres to perimeter of braced element



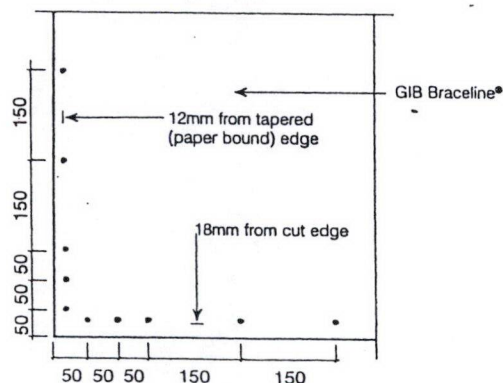
BL1 (lined one side)

Fixing the perimeter of a GIB Braceline® bracing element

Fasteners are placed no closer than 12mm to the tapered (paper bound) machine edge of the GIB® plasterboard sheets. Fasteners are placed no closer than 18mm to a sheet end or a cut sheet edge.

For GIB Braceline® systems, fasteners are placed at 150mm centres around the bracing element perimeter, starting at 50, 100 and 150mm from the sheet corners.

Fastening pattern for GIB Braceline® bracing elements



In order for GIB® systems to perform as tested, all components must be installed exactly as prescribed. Substituting components produces an entirely different system and may seriously compromise performance. Follow system specifications.

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hy90 LINTELS FOR
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Supporting roof and ceiling only

Hy90 Section D x B (mm)	Light roof and ceiling									
	Roof load width 'RLW' (m)									
	1.8	2.4	3.0	3.6	4.2	4.8	5.4	6.0	6.6	7.2
	Maximum lintel span (m)									
150 x 90	3.1	2.9	2.7	2.6	2.5	2.4	2.3	2.2	2.1	2.0
200 x 90	3.8	3.6	3.4	3.3	3.1	3.0	2.9	2.9	2.8	2.8
240 x 90	4.4	4.1	3.9	3.7	3.6	3.5	3.4	3.3	3.2	3.2
300 x 90	5.2	4.9	4.6	4.4	4.3	4.1	4.0	3.9	3.8	3.8
360 x 90	5.9	5.5	5.3	5.1	4.9	4.7	4.6	4.5	4.4	4.3
400 x 90	6.3	6.0	5.7	5.5	5.3	5.1	5.0	4.8	4.7	4.6

Hy90 Section D x B (mm)	Heavy roof and ceiling									
	Roof load width 'RLW' (m)									
	1.8	2.4	3.0	3.6	4.2	4.8	5.4	6.0	6.6	7.2
	Maximum lintel span (m)									
150 x 90	2.5	2.3	2.1	2.0	1.9	1.9	1.8	1.7	1.7	1.6
200 x 90	3.3	3.0	2.8	2.7	2.6	2.5	2.4	2.3	2.2	2.2
240 x 90	3.6	3.4	3.2	3.1	3.0	2.9	2.8	2.7	2.7	2.6
300 x 90	4.3	4.0	3.8	3.6	3.5	3.4	3.3	3.2	3.1	3.1
360 x 90	4.9	4.6	4.4	4.2	4.0	3.9	3.8	3.7	3.6	3.5
400 x 90	5.3	5.0	4.7	4.5	4.3	4.2	4.1	4.0	3.9	3.8

Minimum bearing at each end of lintel = 35mm doubling stud

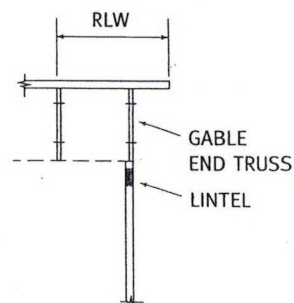
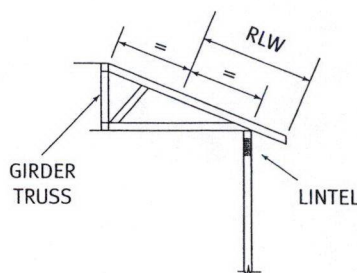
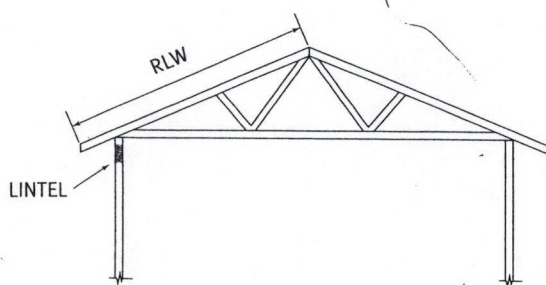
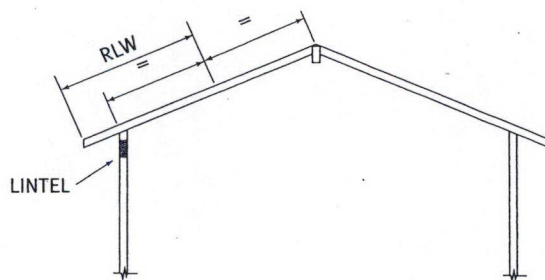
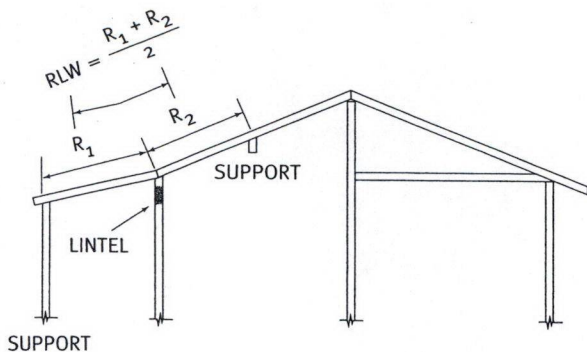


Table 1: Definitions of risk
Paragraph 3.1.1, Figure 1

A: Wind zone	Low risk	Low <i>wind zone</i> as described by NZS 3604
	Medium risk	Medium <i>wind zone</i> as described by NZS 3604
	High risk	High <i>wind zone</i> as described by NZS 3604
	Very high risk	Very high <i>wind zone</i> as described by NZS 3604
B: Number of storeys	Low risk	One <i>storey</i>
	Medium risk	Two <i>storeys</i> in part
	High risk	Two <i>storeys</i>
	Very high risk	More than two <i>storeys</i>
C: Roof/wall intersection design	Low risk	Roof-to-wall intersection fully protected (e.g. hip and gable roof with <i>eaves</i>)
	Medium risk	Roof-to-wall intersection partly exposed (e.g. hip and gable roof with no <i>eaves</i>)
	High risk	Roof-to-wall intersection fully exposed (e.g. <i>parapets</i> , <i>enclosed balustrades</i> or <i>eaves</i> at greater than 90° to vertical with soffit <i>lining</i>)
	Very high risk	Roof elements finishing within the boundaries formed by the exterior walls (e.g. lower ends of aprons, <i>chimneys</i> , <i>dormers</i> etc)
D: Eaves width ⁽¹⁾⁽²⁾	Low risk	Greater than 600 mm for single storey
	Medium risk	451 – 600 mm for single storey, or over 600 mm for two storey
	High risk	101 – 450 mm for single storey, or 451 – 600 mm for two storey, or greater than 600 mm above two storey
	Very high risk	0 – 100 mm for single storey, or 0 – 450 mm for two storey, or less than 600 mm above two storey
E: Envelope complexity	Low risk	Simple rectangular, L, T or boomerang shape, with single <i>cladding</i> type
	Medium risk	Moderately complex, angular or curved shapes (e.g. Y or arrowhead) with no more than two <i>cladding</i> types
	High risk	Complex, angular or curved shapes (e.g. Y or arrowhead) with multiple <i>cladding</i> types
	Very high risk	As for High risk, but with junctions not covered in C or F of this table (e.g. box windows, pergolas, multi-storey re-entrant shapes etc)
F: Deck design ⁽³⁾	Low risk	None, timber slat <i>deck</i> or porch at ground floor level
	Medium risk	Fully covered in plan by roof, or timber slat <i>deck</i> attached at first or second floor level
	High risk	<i>Enclosed deck</i> exposed in plan or cantilevered at first floor level
	Very high risk	<i>Enclosed deck</i> exposed in plan or cantilevered at second floor level or above

NOTES:

(1) *Eaves* width measured horizontally from external face of wall *cladding* to outer edge of overhang, including gutters and fascias.

(2) Balustrades and *parapets* count as 0 mm *eaves*.

(3) The term *deck* includes balconies, as described in the Definitions.

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Table 2: Building envelope risk matrix
Paragraph 3.1.2, Figure 1

Risk factor	Risk severity							
	LOW	score	MEDIUM	score	HIGH	score	VERY HIGH	score
Wind zone (per NZS 3604)	0	✓	0		1		2	
Number of storeys	0	✓	1		2		4	
Roof/wall intersection design	0	✓	1		3		5	
Eaves width	0		1	✓	2		5	
Envelope complexity	0	✓	1		3		6	
Deck design	0	✓	2		4		6	
Total risk score:								1

(Enter the appropriate risk severity score for each risk factor in the score columns. Transfer these figures across to the right-hand column. Finally, add up the figures in the right-hand column to get the total risk score.)

Table 3: Suitable wall claddings
Paragraphs 3.1.2, 3.4.1.1, 3.4.2.1, 3.4.2.2, 3.4.3.2, 9.1.1, 9.4.1.2, 9.4.1.3, 9.6, Figure 1

Risk Score	Suitable wall claddings ^m	
	Direct fixed to framing	Over nominal 20 mm drained cavity
0 – 6	a) Timber weatherboards – all types b) Fibre cement weatherboards c) Vertical profiled metal ^{ca} – corrugated and symmetrical d) Fibre cement sheet ^{ca} e) Plywood sheet f) EIFS	a) Masonry veneer ^{ca} b) Stucco c) Horizontal profiled metal ^{ca} – corrugated and trapezoidal only
7 – 12	a) Bevel-back timber weatherboards b) Vertical timber board and batten c) Vertical profiled metal ^{ca} – corrugated only	a) Masonry veneer ^{ca} b) Stucco c) Horizontal profiled metal – corrugated and trapezoidal only d) Rusticated weatherboards e) Fibre cement weatherboards f) Fibre cement sheet g) Plywood sheet h) EIFS
13 – 20	a) Vertical profiled metal ^{ca} – corrugated only	a) Masonry veneer ^{ca} b) Stucco c) Horizontal profiled metal – corrugated and trapezoidal only d) Rusticated weatherboards e) Fibre cement weatherboards f) Fibre cement sheet g) Plywood sheet h) EIFS i) Bevel-back weatherboards
Over 20	a) Redesign the building to achieve a lower score, or b) Specific design <ul style="list-style-type: none"> – The design may need changing to reduce the risk – The building consent authority may require more comprehensive details and documentation providing evidence of weathertightness – The building consent authority, designer or owner may require more inspections – A third party audit of the design may be required. 	

NOTES: (1) The wall claddings in this table are limited to those covered in this Acceptable Solution.
 (2) Traditional masonry veneer as per SNZ HB 4236, with minimum 40 mm cavity.
 (3) Refer Figure 38 for profiles.
 (4) Except stucco over a fibre cement backing.

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KANUKA ENGINEERED WOOD PRODUCTS LTD GLULAM LINTEL DESIGN TABLES

Table 1 - Lintel Supporting Roof Only

Ref: NZS3604 Table 8.9

	Loaded Dimension of Lintel (m)	Maximum Span					
		135x90	180x90	225x90	270x90	315x90	360x90
Light Roof	1.2	2.75	3.67	4.59	5.38	6.04	6.67
	2	2.44	3.25	4.06	4.88	5.51	6.09
	3	2.18	2.91	3.64	4.37	5.08	5.61
	4	2.01	2.69	3.36	4.03	4.70	5.28
	5	1.88	2.51	3.14	3.77	4.40	5.02
	6	1.78	2.38	2.98	3.57	4.17	4.77
Heavy Roof	1.2	2.18	2.91	3.64	4.37	5.08	5.61
	2	1.93	2.58	3.22	3.87	4.51	5.12
	3	1.73	2.31	2.89	3.47	4.05	4.63
	4	1.60	2.13	2.66	3.20	3.73	4.27
	5	1.49	1.99	2.49	2.99	3.49	3.99
	6	1.41	1.89	2.36	2.83	3.31	3.78

*Loaded dimension as defined in NZS3604

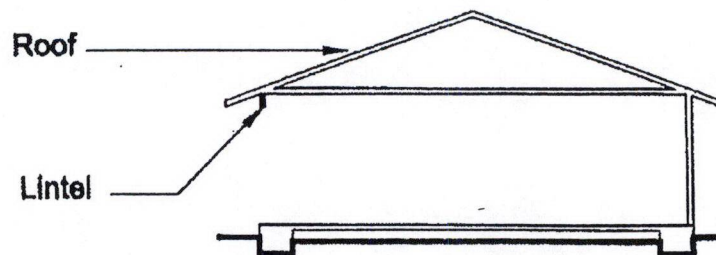


Figure 1: Lintel supporting roof only (refer table 1 above)



NEW ZEALAND INSTITUTE OF
ARCHITECTS
INCORPORATED



Building Code Clause(s)

PRODUCER STATEMENT – PS1 – DESIGN

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

ISSUED BY: LHT Ltd./A LHT Design
(Design Firm)

TO: Kanuka Engineered Wood Products Ltd
(Owner/Developer)

TO BE SUPPLIED TO:
(Building Consent Authority)

IN RESPECT OF: Interchangeability of Glue-laminated Lintels with NZS3604
(Description of Building Work)

AT:
(Address)

..... LOT DP SO

We have been engaged by the owner/developer referred to above to provide
Structural Engineering services in respect of the requirements of
Clause(s) B1 of the Building Code for
☐ All or ☒ Part only (as specified in the attachment to this statement), of the proposed building work.

The design carried out by us has been prepared in accordance with:

☒ Compliance Documents issued by Department of Building & Housing B1/VM1
(verification method / acceptable solution) OR
☐ Alternative solution as per the attached schedule

The proposed building work covered by this producer statement is described on the drawings titled
..... and numbered
together with the specification, and other documents set out in the schedule attached to this statement.

On behalf of the Design Firm, and subject to:

- (i) Site verification of the following design assumptions
- (ii) All proprietary products meeting their performance specification requirements;

I believe on reasonable grounds the building, if constructed in accordance with the drawings, specifications, and other documents provided or listed in the attached schedule, will comply with the relevant provisions of the Building Code.

I, Alan Thompson am: ☒ CPEng 051649 #
(Name of Design Professional)

☐ Reg Arch #

I am a Member of: ☒ IPENZ ☐ NZIA and hold the following qualifications: BE, MIPENZ (Struct & Bus) CPEng, Int P

The Design Firm issuing this statement holds a current policy of Professional Indemnity Insurance no less than \$200,000*.
The Design Firm is a member of ACENZ ☒ YES ☐ NO

SIGNED BY Alan Thompson ON BEHALF OF LHT Ltd./A LHT Design
(Design Firm)

Date 21/09/07 (signature)

Note: This statement shall only be relied upon by the Building Consent Authority named above. Liability under this statement accrues to the Design Firm only. The total maximum amount of damages payable arising from this statement and all other statements provided to the Building Consent Authority in relation to this building work, whether in contract, tort or otherwise (including negligence), is limited to the sum of \$200,000*.

This form is to accompany Form 2 of the Building (Forms) Regulations 2004 for the application of a Building Consent.



**TRI
FOLD®**

TRIFOLD LINTELS

Limit State Design

GALVANISED STEEL LINTELS & BEAMS

MiTek
MiTek
MiTek New Zealand Ltd.
HOME OF GANG-NAIL BUILDING SYSTEMS



DESIGN CERTIFICATE
Trifold Lintel Selection
Manual

The design tables contained in this Manual have been carried out in accordance with sound and widely accepted engineering principles, and in compliance with the relevant requirements of NZS4203, AS1538, NZS3604 and AS1649.

For and on behalf of
MiTek New Zealand Ltd,

RB Rowley

RB Rowley
BE MIPENZ Registered Engineer

MiTek
MiTek



Selection and Installation Manual



TRIFOLD®

SIMPLY SUPPORTED LINTELS

Selection Charts

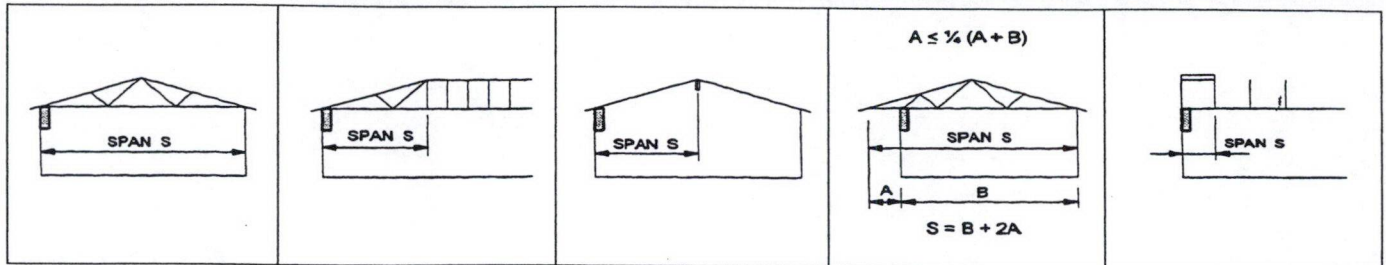


TABLE 1:

TRIFOLD LINTELS SUPPORTING ROOF ONLY (modify for H & VH wind zones; see page 6)

ROOF WEIGHT	LINTEL DEPTH	LINTEL TYPE	MAXIMUM LINTEL SPAN (m)														
			ROOF SPAN S (m)														
			2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00	
LIGHT	400 mm	L	3.74*	3.51*	3.34	3.20	3.09	2.99	2.91	2.84	2.78	2.67	2.57	2.48	2.39	2.32	(SS)
		M	4.00*	4.00*	4.00*	4.00*	4.00*	3.83	3.62*	3.45*	3.29	3.16	3.04	2.93	2.84	2.75*	(DS)
		H	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	3.97*	3.90*	3.84*	3.78*	(DS)
		2xH	6.52	6.12	5.82	5.59	5.39	5.22	5.08	4.95	4.84	4.74	4.65	4.57	4.49	4.42	(DS)
	350 mm	L	3.68*	3.46*	3.29	3.16	3.05	2.95	2.87	2.80	2.68	2.57	2.48	2.39	2.31	2.24	(SS)
		M	4.00*	4.00*	4.00*	3.83	3.57*	3.35	3.17	3.02	2.88	2.77	2.66	2.57	2.48	2.41	(DS)
		H	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	4.00*	3.94*	3.85*	3.77*	3.69*	3.56*	3.44*	3.34	(DS)
		2xH	6.07	5.70	5.42	5.20	5.01	4.86	4.73	4.61	4.51	4.41	4.33	4.25	4.18	4.12	(DS)
	300 mm	L	3.64*	3.42*	3.25	3.12	3.01	2.92	2.84	2.72	2.60	2.49	2.40	2.31	2.24	2.17	(SS)
		M	3.85*	3.61*	3.44*	3.30	3.18	3.08	3.00	2.86	2.73	2.62	2.52	2.43	2.35	2.28	(DS)
		H	4.00*	4.00*	3.92*	3.76*	3.63*	3.52*	3.42*	3.34	3.26	3.19	3.13	3.08	3.02	2.92	(DS)
		2xH	5.22	4.91	4.67	4.47	4.32	4.18	4.07	3.97	3.88	3.80	3.73	3.66	3.60	3.54	(DS)
	250 mm	L	3.00	3.00	3.00	3.00	2.95	2.86	2.75	2.61	2.50	2.39	2.30	2.22	2.15	2.08	(SS)
		M	3.00	3.00	3.00	3.00	3.00	2.99	2.90	2.81	2.68	2.57	2.48	2.39	2.31	2.24	(SS)
		H	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	2.92	2.80	2.69	2.60	2.52	2.44	(DS)
		2xH	4.64	4.35	4.14	3.97	3.83	3.71	3.61	3.52	3.44	3.37	3.31	3.25	3.20	3.15	(DS)
	200 mm	L	2.50	2.50	2.50	2.50	2.41	2.32	2.23	2.16	2.09	2.04	1.99	1.84	1.90	1.86	(SS)
		M	2.50	2.50	2.50	2.50	2.50	2.39	2.31	2.23	2.17	2.11	2.05	2.00	1.96	1.92	(SS)
		H	2.50	2.50	2.50	2.50	2.50	2.50	2.45	2.37	2.30	2.24	2.18	2.13	2.08	2.04	(DS)
		2xH	4.20	3.95	3.76	3.60	3.47	3.37	3.28	3.19	3.12	3.06	3.00	2.95	2.90	2.85	(DS)

TRIFOLD LINTELS SUPPORTING ROOF ONLY (modify for H & VH wind zones; see page 6)

ROOF WEIGHT	LINTEL DEPTH	LINTEL TYPE	MAXIMUM LINTEL SPAN (m)														
			ROOF SPAN S (m)														
			2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00	
HEAVY (note 1, page 6)	400 mm	L	3.19	2.99	2.85	2.72	2.59	2.49	2.40	2.32	2.25	2.17	2.09	2.01	1.95	1.89	(SS)
		M	4.00*	3.94*	3.75*	3.56*	3.32*	3.12*	2.95*	2.80	2.68	2.57	2.47	2.39	2.31	2.24	(DS)
		H	4.00*	4.00*	4.00*	4.00*	3.93*	3.81*	3.70*	3.61*	3.53*	3.46*	3.39	3.31	3.20	3.10	(DS)
		2xH	5.56	5.22	4.97	4.76	4.60	4.46	4.33	4.23	4.13	4.05	3.97	3.90	3.83	3.77	(DS)
	350 mm	L	3.14	2.95	2.81	2.67	2.54	2.44	2.35	2.27	2.18	2.09	2.01	1.94	1.88	1.82	(SS)
		M	3.91*	3.67*	3.39	3.12	2.90	2.73	2.58	2.45	2.35	2.25	2.17	2.09	2.02	1.96	(DS)
		H	4.00*	4.00*	3.95*	3.79*	3.65*	3.54*	3.44*	3.36	3.25	3.12	3.00	2.90	2.80	2.72	(DS)
		2xH	5.18	4.86	4.62	4.43	4.28	4.15	4.03	3.93	3.84	3.76	3.69	3.63	3.57	3.51	(DS)
	300 mm	L	3.10	2.92	2.77	2.63	2.50	2.40	2.31	2.21	2.11	2.03	1.95	1.88	1.82	1.76	(SS)
		M	3.28	3.08	2.93	2.81	2.70	2.58	2.44	2.33	2.22	2.13	2.05	1.98	1.91	1.86	(SS)
		H	3.75*	3.52*	3.35	3.21	3.10	3.00	2.92	2.85	2.78	2.71	2.63	2.54	2.45	2.38	(DS)
		2xH	4.46	4.18	3.98	3.82	3.68	3.57	3.47	3.39	3.31	3.24	3.18	3.12	3.07	3.02	(DS)
	250 mm	L	3.00	2.86	2.71	2.56	2.44	2.34	2.23	2.13	2.03	1.95	1.87	1.81	1.75	1.70	(SS)
		M	3.00	2.99	2.84	2.71	2.58	2.48	2.39	2.28	2.18	2.09	2.01	1.94	1.88	1.82	(SS)
		H	3.00	3.00	3.00	2.89	2.79	2.69	2.59	2.49	2.38	2.28	2.19	2.12	2.05	1.98	(DS)
		2xH	3.95	3.71	3.53	3.39	3.27	3.17	3.08	3.00	2.94	2.88	2.82	2.77	2.68	2.60	(DS)
	200 mm	L	2.50	2.32	2.17	2.05	1.95	1.87	1.81	1.75	1.69	1.65	1.61	1.57	1.53	1.50	(SS)
		M	2.50	2.39	2.24	2.12	2.02	1.94	1.87	1.81	1.75	1.70	1.66	1.62	1.59	1.53	(SS)
		H	2.50	2.50	2.38	2.25	2.15	2.06	1.98	1.92	1.86	1.81	1.76	1.72	1.69	1.65	(DS)
		2xH	3.59	3.37	3.20	3.07	2.96	2.87	2.79	2.71	2.63	2.56	2.49	2.44	2.38	2.33	(DS)

NAPIER CITY COUNCIL

AFFECTED PERSONS CONSENT

(Resource Management Act 1991)

CITY OF
NAPIER



To: The Planning Manager
NAPIER CITY COUNCIL

1. ADDRESS FOR SERVICE OF THE PERSON GIVING CONSENT

Name: T. W. KNOWLES
Contact person: "
Mailing address: 238 KENNEDY ROAD NAPIER
Street address: " "
Daytime phone number: 06-8437779
After hours phone number: 06-8439376
Cell phone number: N/A
Fax number: N/A
Email address: theeknowledge@hotmail.com

2. CONSENT

I/We: (name) THEO KNOWLES are the owners/occupiers

Of: (address) 238 KENNEDY ROAD NAPIER

Wish to give my/our written approval to: (Describe the proposal)

EVER OF NEW GARAGE WILL BE
WITHIN THE SIDE YARD RULE OF 1 METRE
YOUR LETTER (NAPIER CITY COUNCIL) TO
BEV HARRISON OF 1.9.2008 REFERS
I GIVE APPROVAL AS PER SUBMITTED PLANS

Which will be carried out at: (Site address)

236 KENNEDY ROAD NAPIER

- ☒ I/We understand the proposal and that on this written approval, the Council shall not take account of any actual or potential effect of the proposal on me/us.
- ☒ I/We have signed or initialled the proposal on the face of the plan.
- ☒ I/We understand that this consent is unconditional.

Signed

Date

Note: You should only give consent if you are familiar with the proposal and its possible effects on you. You are entitled to withhold your consent, or to request changes to a proposal before you give consent. If you are in any doubt do not hesitate to ring a member of the Council's Planning staff on phone (06) 835 7579 to discuss the proposal.