

Gore District Council Decisions



NOTIFICATION UNDER s95A AND s95B AND DETERMINATION UNDER s104

Resource Management Act 1991

Application reference	SC26001 and LU26002
Applicant	Masonbuilt Properties Limited
Proposal	Application under Section 88 of the Resource Management Act 1991 (RMA) for a four residential unit development and associated four allotment subdivision with density breach and vehicle crossing non-compliance
Location	101A Robertson Street, Gore
Legal Description	Allotment 1 Deposited Plan 608380 Record of Title 1225801
Zone - Operative District Plan	Residential A
Zone - Proposed District Plan	General Residential
Activity Status	Discretionary (Frozen activity status under s88A(1A))
Decision Date	9 July 2027

SUMMARY OF DECISIONS

1. Pursuant to sections 95A-95F of the Resource Management Act 1991 (**RMA**) the application will be processed on a **non-notified** basis given the findings of Section 5 of the Section 95A and 95B report. This decision is made by Werner Murray, on 9 July 2027 under delegated authority pursuant to Section 34A of the RMA.

2. Pursuant to Section 104 and Section 104B and D of the RMA, consent is **GRANTED SUBJECT TO CONDITIONS** outlined in this report of the Section 104 decision imposed pursuant to Section 108 and 220 of the RMA. This consent can only be implemented if the conditions in this report are complied with by the consent holder. The decision to grant consent was considered by Werner Murray, under delegated authority pursuant to Section 34A of the RMA.

1. THE PROPOSAL

The applicant has provided a detailed description of the proposal, the site and locality and the relevant site history in Section(s) 1.0 – 3.2 of the report entitled “*Resource Consent Application 101A Robertson Street, Gore*”, prepared by Altra Planning Limited, and submitted as part of the application (hereon referred to as the applicant’s AEE and attached as Appendix 2). This description is considered accurate and is adopted for the purpose of this report with the following summary and additions:

Consent is sought to undertake a residential subdivision and construct four terraced residential units. The subdivision would create four fee simple allotments, each containing one residential unit and an outdoor living area. It would also create eight car parking allotments, to be amalgamated with the residential allotments so that each has two associated car parks, and one access and communal space allotment to be held in equal shares by the four residential allotments.

The proposed residential units will be constructed as a two-storey terrace, with party walls between the units. The building is designed with a mono-pitched roof, a rendered plaster finish at ground-floor level, and vertical Colorsteel cladding at first-floor level.

Following the lodgement of consent, the applicant has provided revised plans within the RFI response dated 25 May 2026 which:

- Landscaping Plan
- Increased size of second floor windows on the east elevation
- Alterations to proposed fencing along the eastern boundary to increase permeability
- Increased outdoor living space for Unit 1

2. ACTIVITY STATUS

3.1 Gore District Plan

Gore District Council currently have an Operative District Plan (ODP) and Proposed District Plan (PDP).

Council notified decision on the PDP on 30 January 2026. There are a number of appeals on these decisions. Where there are rules in the PDP that are treated operative under s.86F of the RMA, corresponding rules in the ODP are treated as inoperative.

Consent is required under Section 9(3) of the RMA for breaches to a District Rule as defined in s43AAB, being the rules in the ODP and PDP which are listed below.

Operative District Plan

The site is zoned Residential A in the Operative District Plan. For the avoidance of doubt, the following rules are relevant to the application but are treated as inoperative under s 86F of the RMA:

Subdivision

- A **discretionary** activity resource consent pursuant to Rule 8.10[5] for the proposed subdivision that does not comply with rule [4][c] in regard to the 400m² minimum lot size. It is proposed to undertake a subdivision with a minimum lot size of 234.39m².

Land use

- A **restricted discretionary** activity pursuant to Rule 4.16.1[3] for as the proposal breaches rule standard 4.16.1[3] in regard to the minimum 400m² per residential unit density requirements for a site with more than one residential unit. It is proposed to construct four residential units with a minimum density 234. Council's discretion is restricted to this matter.
- A **restricted discretionary** activity pursuant to Rule 5.9.4 as the proposal does not comply with Rule 5.9.1 in regard to the minimum 19m setback of vehicle crossings from intersections of formed roads. It is proposed to utilise the existing access that is located approximately 13.2m from the Wayland Street West intersection. Council's discretion is restricted to this matter.
- A **discretionary** activity resource consent pursuant to Rule 4.2.4[1] as the proposal would not comply with rule 4.2.1[2] in regard to residential activity on a site located within 30m of Council's reticulated sewage network and does not comply with the minimum site area of 400m² minimum lot size. As a result of the proposed subdivision the development would result in residential activity on sites with a minimum size of 234.39m².

Proposed District Plan

The site is zoned General Residential in the Proposed District Plan and the proposed activity requires resource consent under the PDP for the following reasons:

Rules treated as operative (s86F):

Land use

- A **restricted discretionary** activity pursuant to Rule TRANS-R2.3 as the proposal breaches the following Standards:
 - TRANS-S4 in relation to the minimum 19m distance between vehicle crossings and intersections. The proposed access is located approximately 13.2m from the Wayland Street West intersection.

Council's Discretion is restricted to the effects on the safety and efficiency of the Transport network.

Subdivision

- A **non-complying** activity pursuant to Rule SUB-R7 as the proposed subdivision cannot meet standard SUB-S1 in relation to the 400m² minimum lot size and standard SUB-S2 in relation to required 15m x 15m allotment dimensions. The proposed subdivision would

create allotments of 234.39m² are proposed which would also not meet the minimum dimension requirements.

3.2 National Environmental Standard for Assessing Contaminants in Soil to Protect Human Health 2011 (“NES-CS”)

Based on the applicant’s review of Council records, the piece of land to which this application relates is not a HAIL site, and therefore the NES-CS does not apply.

3.3 Activity Status Summary

As the application was lodged prior to 30 January 2026, the activity status continues to be processed, considered, and decided as an application for the type of activity that it was for, or was treated as being for, at the time the application was first lodged (s88A(1A)). Overall, the application is being considered and processed as a **discretionary** activity.

3. NOTIFICATION ASSESSMENT

Sections 95A – 95F (inclusive) of the Resource Management Act 1991 (‘RMA’) set out the steps the Council is required to take in determining whether or not to publicly notify an application or notify on a limited basis.

4.1 Public notification – Section 95A

In accordance with section 95A, the following steps have been followed to determine whether to publicly notify the resource consent application:

Step 1 – Mandatory public notification

Mandatory public notification, is not required because:

- The applicant has not requested public notification.
- Public notification is not required as a result of a refusal by the applicant to provide further information or refusal of the commissioning of a report under section 92(2)(b) of the RMA .
- The application does not involve exchange to recreational reserve land under section 15AA of the Reserves Act 1977.

Step 2 – Public notification is precluded

Public notification is not precluded as follows:

- There are not rules in a plan or National Environmental Standard that preclude notification.
- The application is not:
 - a controlled activity; or
 - a boundary activity as defined by section 87AAB that is restricted discretionary, discretionary or non-complying.

Step 3 – Public notification is required in certain circumstances

- There are no rules in a plan or National Environmental Standard that require notification.
- A consent authority must publicly notify an application if notification is not precluded by Step 2 and the consent authority decides, in accordance with s95D, that the proposed activity will have or is likely to have adverse effects on the environment that are more than minor. An assessment in this respect is undertaken as follows:

The following effects must be disregarded:

- Effects on the owners or occupiers of land on which the activity will occur and on adjacent land.
- Trade competition and the effects of trade competition.
- Any persons that have provided their written approval and as such adverse effects on these parties have been disregarded.

Written Approval/s

The following written approvals have been provided:

Person (owner/occupier)	Address (location in respect of subject site)
Stephen and Gretchen McStay	101 Robertson Street, Gore (Lot 2 DP 608380)
Elliot Hogg	99 Robertson Street, Gore (Lot 1 DP 608380)

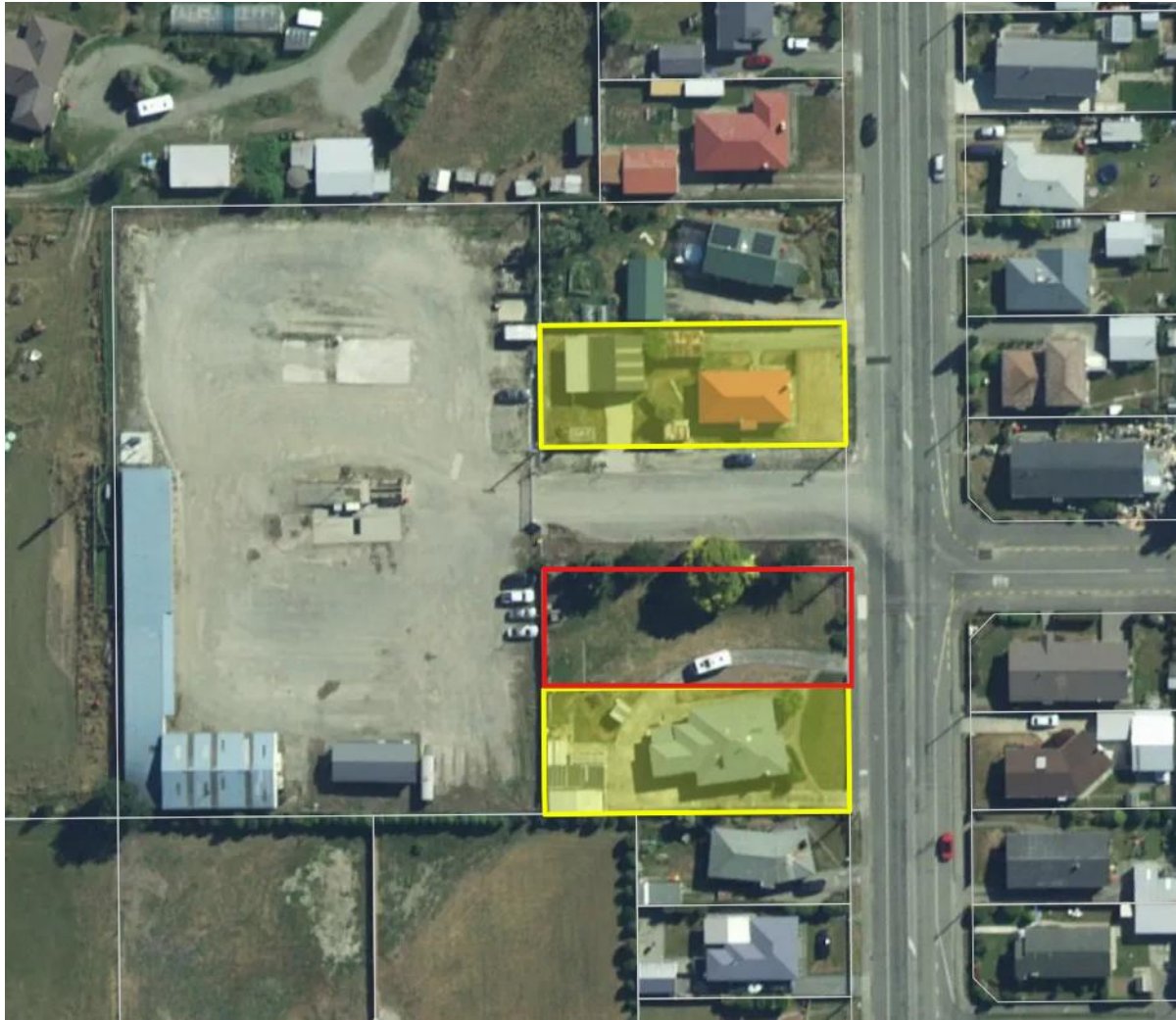


Figure 1- Location of subject site (red) and neighbours who have provided written approval

The following effects may be disregarded:

- An adverse effect of the activity if a rule or national environmental standard permits an activity with that effect – referred to as the “permitted baseline”. The relevance of a permitted baseline to this application is as follows:

Permitted Baseline

The consent authority **may** disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect. In this case, whilst all subdivision activity required resource consent. However, in relation to land use activity it is permitted to, to construct two residential units and two minor residential units that have a maximum 60m² floor area subject to relevant built form and other standards including:

- Height of 8m
- Recession planes
- 1m internal boundary and 3m road boundary setbacks
- 45% building coverage

- Minimum 40m² building coverage, including a minimum 4m diameter dimension
- 30% landscape coverage.

The applicant has provided an illustration of a the permitted baseline within attachment D of the RFI response dated 25 May 2026 and shown in figure 2 below. This demonstration of the permitted baseline is not considered fanciful and is accepted for the purposes of this report.

This permitted baseline is considered relevant, non-fanciful and therefore is taken into account within the following assessments.

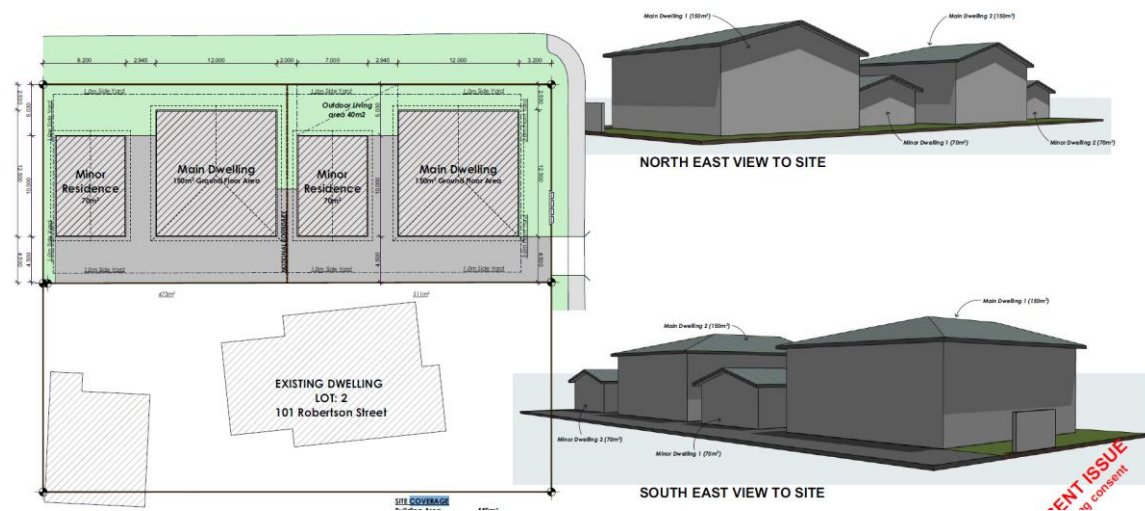


Figure 2 Comparison Plans from attachment D of RFI response 25 May 2026

Assessment of Environmental Effects

The Assessment of Effects provided at section 7.3 of the applicant's AEE and Section 2 of RFI response contained within email correspondence from the applicant titled '*RE: Section 92 Further Information Response for SC26001 and LU26002 at 101A Robertson Street, Gore*' dated 09 March 2026, (heron referred to as the RFI response) is comprehensive and is considered accurate. It is therefore adopted for the purposes of this report with the following additional assessment:

Residential Character and Amenity

When compared with the permitted baseline outlined above, the overall bulk, scale, and extent of built form associated with the proposal would not result in effects on the wider environment that are significantly greater than those that could reasonably occur as of right. While the proposal involves four residential units, the District Plan enables a level of residential development on the site, and the visual effects of the proposed built form must be considered in that context. The site also has a particular physical context, being bounded by an access lane to the north. This provides a greater degree of openness around the development than would typically be available on a conventional residential allotment and assists in reducing the perceived dominance of the building when viewed from surrounding public and private places. Furthermore, when compared to the permitted baseline, the proposed design would retain a greater degree of openness with the terraced design and is able to accommodate 4 parking spaces at the rear, reducing the effects from additional on-street parking whilst avoiding effects from parking dominating the front of the site.

The applicant has also amended the proposal in response to matters raised during processing. These amendments include additional landscaping across the site, increased glazing on the eastern elevation, and changes to the eastern boundary fencing to improve permeability. The inclusion of trees within the landscape plan towards the front of the building also provide a clear and pleasant street presence whilst also limiting the dominance effects of the building. Collectively, these measures will assist in softening the appearance of the building, reducing the visual mass of the elevation facing Robertson Street, improving the relationship between the development and the street, and increasing opportunities for passive surveillance. The landscaping will also provide visual relief, contribute to residential amenity, and help integrate the development into its surrounding residential setting as it establishes.

It is acknowledged that the proposed density is greater than that generally anticipated by the District Plan and that the surrounding residential environment is characterised by lower-density, predominantly single-storey development. On that basis, the development will read as more intensive than the established pattern of development in the immediate area. However, the effects of that increased intensity are moderated by the site's greater openness from adjoining the access lane, the material treatment of the building and the proposed landscaping, these factors reduce the potential for the development to appear overly dominant or incongruous within the character of the receiving environment. Overall, while the proposal represents a more intensive residential use of the site, the resulting adverse effects on residential character and amenity are assessed as no more than minor.

Transport and Three Waters Services

Transport

The development provides for two parking spaces per residential unit/allotment and proposes to utilise the existing vehicle crossing point along Robertson Street. Murray Hasler, Roading Asset Manager at Council reviewed the application. His findings are summarised below.

Current Situation

The site is located on the west side of Robertson Street, almost opposite the Wayland Street West intersection, which provides access to the Gore Multisport Complex. This section of Robertson Street is a chip-sealed urban collector road with kerb, channel and footpath on both sides. The approaches to the property are flat and straight, and a 50km/h speed limit applies.

Assessment

The access standards in the Gore District Council Subdivision and Land Development Bylaw apply. The available sight distances at the proposed vehicle access comply with Table 3.3B of the Bylaw.

The applicant proposes to use the existing vehicle crossing to access proposed Access Lot 100. The separation distance from the centreline of the Wayland Street West intersection to the centreline of the access is approximately 16m, which is less than the 19m required by Table 4.3C of the Bylaw. However, this arrangement was accepted as part of the recent subdivision consent SC24028, and the current proposal does not materially alter the access situation.

The on-site driveway and parking areas are proposed to be constructed in accordance with the Bylaw, including 50mm asphalt surfacing and provision for on-site stormwater disposal. The existing street access will need to be upgraded with reinforced concrete from the back of the

footpath to the property boundary, in accordance with Diagram R03 “Standard Drop Crossing Details” in the Bylaw.

Any works within the road corridor must be undertaken by a Council-approved roading contractor, and a corridor access request must be approved by Council’s Roding Department before those works commence.

This assessment is accepted and relied upon and on this basis the adverse effects regarding traffic and traffic safety would be no more than minor on the wider environment.

Three Waters

The development proposes to connect into Council’s water and wastewater reticulation and install onsite stormwater infrastructure. Aaron Green, 3 waters Operations Manager at Council has reviewed the application and raises no concerns regarding the proposed servicing arrangement.

For water, Mr Green states that water can be provided to the development by a 50mm lateral brought to the berm and then spilt into sperate connection with each unit having its only CM2000 Manifold in an approved box.

Regarding wastewater, Mr Green states that a 150mm PVC lateral brought to the berm and an inspection chamber just outside the boundary with each units lateral connected into it.

For stormwater, the applicant confirms that the proposed system will comply with the Subdivision and Land Bylaw. On this basis, as no feasibility concerns have been raised, the final design for stormwater disposal will be appropriately assessed as part of a future building consent.

As such, the proposed development will be appropriately serviced and there would be no adverse effects upon the environment that are more than minor in relation to three water services

Natural Hazards

The Gore District Council’s mapping system does not identify the site as prone to any natural or other hazards.

The subject site is not identified as a HAIL site and therefore any risk of the spread of contamination to the wider environment is less than minor.

Any adverse effects, with respect to hazards, on the wider environment will be no more than minor.

Conclusion: Effects On The Environment

On the basis of the above assessment, in terms of s95D, it is assessed that the proposed activity will not have adverse effects on the environment that are more than minor.

Step 4 – Public Notification in Special circumstances

- There are no special circumstances that warrant public notification.

4.2 Limited notification – Section 95B

In accordance with section 95B, the following steps have been followed to determine whether to give limited notification of the application:

Step 1 – Certain affected groups or persons must be notified

- There are no protected customary rights groups or customary marine title groups affected by the proposed.
- The proposal is not on or adjacent to, and will not affect, land that is the subject of a statutory acknowledgment.

Step 2 – Limited notification precluded

- The activity is not subject to a rule or National Environmental Standard that precludes limited notification.
- The application is not for a controlled activity (other than for a subdivision of land) under a district plan.

Step 3 – Certain other affected persons must be notified

- Under Step 3, if the proposal is a boundary activity, only the owner/occupier of the infringed boundary can be considered. The activity is not a boundary activity.
- For any other activity, a consent authority must notify an application on any person, if notification is not precluded by Step 2, and the consent authority decides, in accordance with s95E, that the proposed activity will have or is likely to have adverse effects on that person that are minor or more than minor.

An assessment in this respect is therefore undertaken as follows:

Considerations in assessing adverse effects on persons under s95E

- a) The consent authority **may** disregard an adverse effect of the activity on a person if a rule or national environmental standard permits an activity with that effect (a “permitted baseline”). The relevance of the permitted baseline to this application is outlined in the above s95D assessment of environment effects.
- b) The consent authority **must** disregard an adverse effect of the activity on the person if the effect does not relate to a matter for which a rule or a national environmental standard reserves control or restricts discretion; and
- c) The consent authority **must** have regard to every relevant statutory acknowledgement specified in Schedule 11.
- d) The consent authority **must** disregard effects on those parties who have provided written approval.

Assessment: Effects on Persons

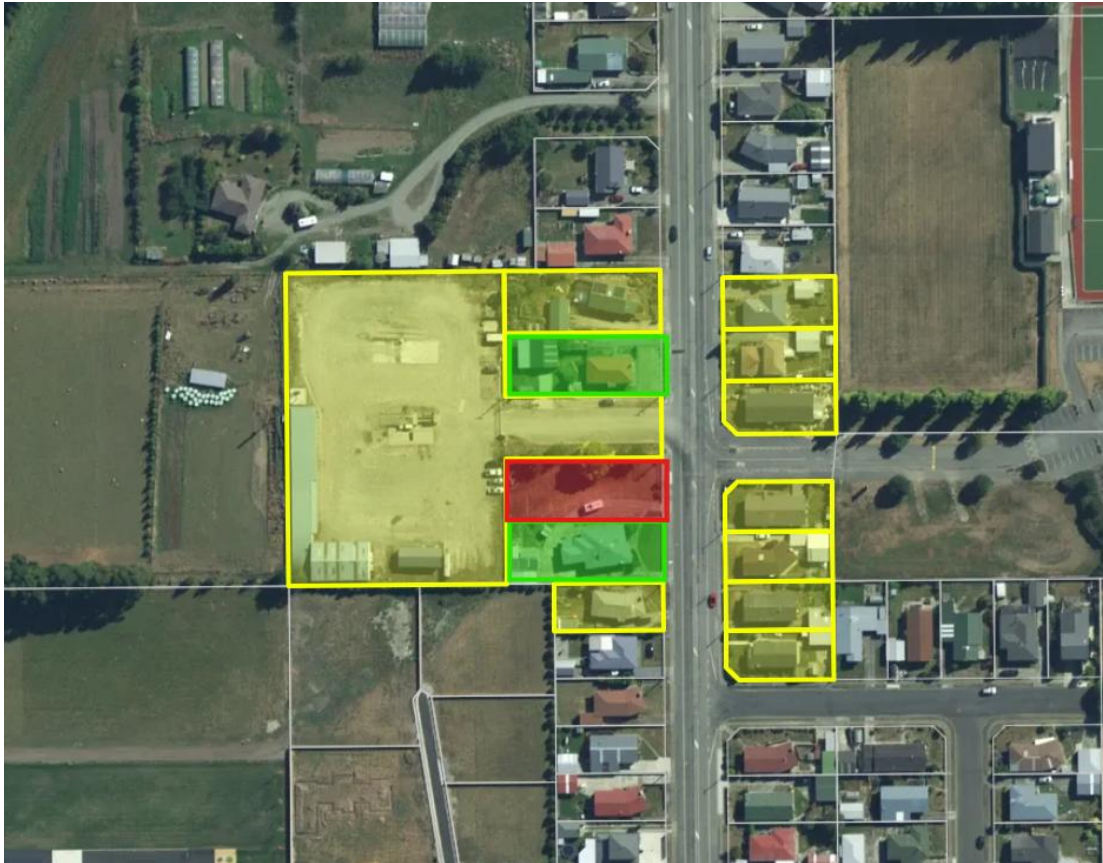


Figure 3 Subject site (red) in relation to surrounding neighbours (yellow) and those who have provided written approval (green)

Taking into account the exclusions in sections 95E, the following outlines an assessment as to whether the activity will have or is likely to have adverse effects on persons that are minor or more than minor.

99A Robertson Street

As outlined in Section 7.3.9 of the applicant's AEE, 99A Robertson Street comprises of a privately operated transport business. The primary activities on the site comprise office use and the storage of heavy vehicles associated with the transport operation. Given the nature of this activity, the site is not particularly sensitive to amenity effects arising from the proposed development. However, as an established light industrial activity adjoining a residential site, there is some potential for reverse sensitivity effects if future residents were to raise complaints about noise and disturbance associated with its continued lawful operation.

It is understood that the applicant is consulting directly with the landowner of 99A Robertson Street regarding a covenant on the future titles, which would seek to prevent complaints being made against the existing transport activity. However, as that covenant has not yet been established and would be a private agreement between the parties, it cannot be relied on as mitigation for the purposes of this resource consent assessment.

Notwithstanding this, the proposed development has been designed so that carparking is located at the rear of the site, closest to 99A Robertson Street, while the built form and habitable rooms are positioned further east, away from the shared boundary. This layout reduces the exposure of

future residents to potential noise effects from the adjoining transport activity. In addition, when compared with the level of residential activity that could occur on the site as of right, including two residential units and two 60m² minor residential units that could be located closer to the shared boundary, the proposal is not expected to materially increase the potential for reverse sensitivity effects. On this basis, any reverse sensitivity effects on the established activity at 99A Robertson Street are considered to be less than minor.

102, 100, 98, 96, 94, 92 and 90 Robertson Street

As outlined in figure 2 above, these properties are all located directly to the east of the subject site and contain single-storey residential units. It is considered that the adverse effects of the proposed development would be less than minor on the owners and occupiers of these properties for the following reasons:

Residential Amenity

There is a reasonable separation distance between these properties and the proposed development, with Robertson Street providing an intervening public road corridor. The proposed car park is located to the rear of the site and will be accessed from the existing vehicle crossing, rather than being positioned along Robertson Street frontage. As a result, the development will not introduce a concentration of parked vehicles within the street-facing part of the site, and any visual effects associated with on-site parking will be largely internalised. In addition, the proposed landscaping along the Robertson Street frontage will assist in softening the appearance of the built form and maintaining an appropriate residential interface with the street. For these reasons, the proposal is not expected to result in adverse visual effects on these properties.

Traffic Effects

The proposed development will utilise the existing vehicle crossing that serves the site. While it is acknowledged that the increased density would increase vehicle movements from the site, two residential units and two minor residential units could be constructed as of right. In that context, the level of traffic generated by the proposal would not be significantly greater than that which could be generated by a permitted residential arrangement.

97 and 103 Robertson Street

These properties are located to the north and south of the subject site respectively. They are both separated from the subject site by an intervening residential allotment and associated built form. As a result it is considered that when experienced from these properties, any adverse effects of the proposed development would be largely unnoticeable, particularly when compared to the permitted baseline.

All other nearby sites

It is considered that the effects upon the owners and occupiers of all other surrounding sites would be less than minor given separation distances and intervening built form.

Conclusions: Effects on Persons

In terms of section 95E of the RMA, and on the basis of the above assessment, no person is considered to be adversely affected.

Step 4 – Special Circumstances for Limited Notification

- There are no special circumstances that warrant limited notification of the application.

4. DECISION PURSUANT TO S95A AND S95B OF THE RMA

For the reasons set out above, under s95A and s95B of the RMA, the application is to be processed on a non-notified basis.

5. SECTION 104 ASSESSMENT

6.1 Matters for consideration

This application must be considered in terms of Section 104 of the RMA.

Subject to Part 2 of the RMA, Section 104 sets out those matters to be considered by the consent authority when considering a resource consent application. Considerations of relevance to this application are:

- (a) *any actual and potential effects on the environment of allowing the activity; and*
- (ab) *any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and*
- (b) *any relevant provisions of:*
 - (i) *A national environmental standard;*
 - (ii) *other regulations;*
 - (iii) *a national policy statement;*
 - (iv) *a New Zealand coastal policy statement;*
 - (v) *a regional policy statement or proposed regional policy statement;*
 - (vi) *a plan or proposed plan; and*
- (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

6.2 Effects on the Environment

Actual and potential effects on the environment have been outlined in the section 95 report. Conditions of consent can be imposed under s108 of the RMA as required to avoid, remedy or mitigate adverse effects.

6.3 Relevant District Plan Provisions

Operative District Plan

The relevant operative objectives and policies are contained within Chapter(s) 3 (Land use Activities Framework), 5 (Transportation), 8 (Subdivision) of the Operative District Plan. The

Applicant has provided an assessment against these objectives and policies within Section 12.4 of the Applicant's AEE. This assessment is considered accurate and is therefore adopted for the purpose of this assessment.

Proposed District Plan

The relevant operative objectives and policies are contained within the Transport (TRANS), Subdivision (SUB) and General Residential Zone (GRZ) Chapters of the Proposed District Plan. An assessment of the relevant provisions of these objective and policies is as follows:

General Residential Zone (GRZ)

The applicant's assessment of the GRZ objectives and policies within section 1 of the RFI response is considered accurate and is adopted for the purposes of this assessment. In summary:

The proposal is consistent and therefore not contrary to the relevant GRZ objectives and policies, despite exceeding anticipated density. It maintains residential character through a two-storey form, compliant outdoor living areas, daylight access, privacy, setbacks, landscaping, and low site coverage. The design provides a compact urban outcome without appearing overly intensive, supported by a high-quality architectural response and improved street interface. It also provides varied unit sizes, functional outdoor spaces, and appropriate mitigation of bulk and location effects. As comprehensive residential development in an accessible location, it achieves acceptable residential scale, amenity, and design outcomes. Overall, the activity is compatible with the zone purpose and policy framework, with positive amenity, passive surveillance, and landscaping outcomes.

Transport (TRANS)

The applicant's assessment of the relevant objectives and policies of the Transport chapter of the PDP is considered accurate and is adopted for the purposes of this report. To summarise, proposal would give effect to the relevant objective and policies as it provides a well-designed transport layout that safely accommodates vehicle access, parking, and manoeuvring within the existing road environment. Access arrangements, including the vehicle crossing and shared driveway, are appropriate for the low-speed local street and provide adequate sightlines and safety. Pedestrian access is clearly separated from vehicles, and manoeuvring space allows safe entry and exit in a forward direction.

This is further supported by Council Roding Asset Manager who confirms that subject to conditions requiring an upgraded vehicle crossing, the proposed access arrangement would be acceptable and in accordance with the Subdivision and Land Development Bylaw.

As such the proposal is not contrary to the relevant objective and policies of the Transport Chapter of the PDP.

Subdivision (SUB)

The applicant's assessment of the relevant objectives and policies of the Transport chapter contained within Section 12.5 of the AEE correctly identifies the relevant subdivision related objectives and policies of the PDP and provides an assessment against these provisions. In summary, the applicant states that the application is consistent with objectives and policies SUB-O2 SUB-O3, SUB-P1, SUB-P2, SUB-P4, SUB-P5, SUB-P7, SUB-P9 as the proposed subdivision would enable development that is compatible with the character qualities of the zone and surrounding

area, will be appropriately serviced with underground reticulated services and would not result in effects from natural hazards or reverse sensitivity effects.

However, notes that the proposal would be inconsistent with but not contrary to SUB-P14 and SUB-P21 as the subdivision would not comply with the minimum allotment size and result in residential units that do not comply with district plan rules and standards, however would not result in unbuildable lots or residential units that are not compatible with character and quality of the zone or surrounding environment.

This assessment is broadly agreed with and is therefore adopted for the purposes of this report. However, the following objectives and policies not identified by the applicant are also considered are relevant:

SUB-O1 - *To facilitate the orderly subdivision and development of land.*

SUB-O4 - *Subdivisions are designed and developed in a way that:*

- 1. protects significant, physical resources, natural, ecological, historical and cultural features and values;*
- 2. maintains or enhances mahinga kai values, indigenous vegetation, wetlands and taonga and protects wāhi tapu from inappropriate access or disturbance; and*
- 3. responds to the physical characteristics and constraints of the site and surrounding environment.*

SUB-P3 - *Design and layout subdivisions to avoid, remedy or mitigate any constraints on the ability for allotments created to be developed.*

SUB-P6 - *Require works associated with subdivision to be carried out in conformity with Council's standards.*

SUB-P19 - *Recognise that there is an expectation by future landowners that the key effects of and resources required by anticipated land uses will have been resolved through the subdivision approval process.*

The proposal is considered to be consistent with these objectives and policies as conditions of consent will ensure the orderly subdivision of land that is in conformity with Council standards. Furthermore, conditions volunteered by the applicant will ensure that the proposed buildings will be constructed to a measurable state prior to the subdivision which will ensure that there are no constraints on the ability of the allotments to be developed and that the key effects of the anticipated land use have been resolved through the subdivision.

As such the proposal is considered to be generally consistent and therefore not inconsistent with the Subdivision Chapter and the PDP as a whole.

Weighting

In this case, as the conclusions reached in the above assessment lead to the same conclusion under both the ODP and PDP, no weighting assessment is required.

6.4 Section 104D Restrictions for Non-Complying Activities

With respect to the assessment above, the first gateway test for a non-complying activity required under section 104D(1)(a) has been met in that the application will not have an adverse effect on the environment which is more than minor.

With respect to the second gateway test under section 104D(1)(b), the application is not contrary to the relevant policies and objectives of the Operative District Plan or the Proposed District Plan.

Accordingly, as the application has passed both of the gateway tests in s104D, consent can be granted for this non-complying activity.

6. SECTION 106 and 106A REQUIREMENT FOR SUBDIVISION

A consent authority may refuse to grant a subdivision consent, or may grant a subdivision consent subject to conditions, if it considers that the land is or is likely to be subject to, or is likely to accelerate material damage from natural hazards, or where sufficient provision for legal and physical access to each allotment has not been made. In this case, the subject site is not identified as at risk from any natural hazards within Council's Natural Hazard Maps and therefore the proposed subdivision would not result in the acceleration material damage or loss of life from natural hazards. Furthermore, appropriate legal and physical access is available to all allotments. Therefore, there is no reasons to refuse to grant consent under section 106.

7. SECTION 106A REQUIREMENT FOR LAND USE

Similarly, a consent authority may refuse to grant a land use consent or may grant a consent subject to conditions if it considers that there is a significant risk from natural hazards. As outlined in section 6 above, it is not considered that there is significant risk from natural hazards. As such, there is no reasons to refuse to grant consent under section 106A.

8. PART 2 OF THE RMA

The purpose of the RMA is to promote the sustainable management of natural and physical resources.

Section 5 – Purpose

The proposed subdivision and development takes into account Section 5 of the RMA, as the proposed lots will ensure the natural and physical resources of the land is protected for future generations. As has been assessed above, the adverse effects of the proposal can be avoided or mitigated.

Section 6 - Matters of national importance

Attention has been given to matters of national importance. This site does not contain any outstanding natural features or landscapes, nor an area of significant indigenous vegetation.

Section 7 - Other matters

Particular regard has been given to the maintenance and enhancement of amenity values (section 7(c)) and maintenance and enhancement of the quality of the environment (section 7(f)). The amenity of the land and surrounding area will be maintained, and the subdivision and development will not have adverse effects on the quality of the residential environment.

Section 8 - Treaty of Waitangi

This site is not within any known heritage sites or statutory acknowledgement areas and therefore, this recommendation is not inconsistent with the principles of the Treaty of Waitangi.

Overall, the proposal is considered to meet the purpose and principles of the RMA.

9. DECISION A ON RESOURCE CONSENT

Subdivision

Pursuant to Section 104B of the RMA, consent is **granted** to undertake a subdivision subject to the following conditions imposed pursuant to Section 108 and 220 of the RMA:

Consent Conditions

1. The proposed subdivision must be undertaken generally in accordance with the application as submitted and the following plan: Lot 1 DP 608380 101A Roberston Street, Gore – “Scheme Plan” Drawing No. V200 Revision B dated 21/04/2026.

This plan is attached as Appendix A.

2. All engineering works (including vehicle access, servicing and earthworks) shall be carried out in accordance with the standards in the Gore District Council’s Subdivision, Land Use and Development Bylaw 2019.

Note: The document is available on Council’s website via the following link: [Subdivision and Land Development Bylaw 2019.pdf \(goredc.govt.nz\)](#)

Refer to the following link for details of the process to be followed for installing new connections to the Council’s 3 Waters networks.

3. Prior to the Council signing the Survey Plan pursuant to Section 223 of the Resource Management Act 1991, the consent holder must provide to Council a written statement from a Licensed Cadastral Surveyor, accompanied by any necessary evidence, to the effect that all services are confined to their respective lots or provision has been made for suitable easements to be granted and reserved in the Land Transfer Plan where appropriate.
4. Unless as amended through consultation with Land Information New Zealand, the following shall be registered with Land Information New Zealand (CSN 1989733)
 - That lot 101 be held as to 4 undivided one-quarter shares by the owners of lots 1-4 as tenants in common in the said shares and that individual records of title be issued in accordance therewithin.
 - That lot 1, lot 1001 and lot 1002 be held in the same record of title.
 - That lot 2, lot 1003 and lot 1008 be held in the same record of title.
 - That lot 3, lot 1006 and lot 1007 be held in the same record of title.
 - That lot 4, lot 1004 and lot 1005 be held in the same record of title.
5. Prior to certification pursuant to section 224(c) of the Resource Management Act 1991, the consent holder shall, to the satisfaction of the Chief Executive or delegated officer of the Gore District Council, complete the following, in accordance with Council’s standards:

- a. The provision of water supply to the property boundary of 100 with separate connections extending to Lots 1-4 within Lot 100 or at an alternative location as agreed to by Chief Executive or delegated officer (*3 Waters Operations Manager*). Each separate connection to lots 1-4 requires an Acuflo CM2000 manifold installed in a blue box outside of the boundary for servicing.
 - b. The provision of a foul sewer connection to the property boundary of Lot 100 with individual connections to lot 1-4 extending within Lot 100 or at an alternative location as agreed to by Chief Executive or delegated officer (*3 Waters Operations Manager*). A cleaning eye shall be brought to surface in a red box for servicing outside the boundary of lot 100 and shall connect with each lateral for lots 1-4. This will need to be a cast iron lid if it is in a trafficable area.
 - c. Prior to certification pursuant to section 224(c) of the Resource Management Act 1991, the consent holder shall, to the satisfaction of the Chief Executive of the Gore District Council, upgrade the existing vehicle access on Robertson Road to serve, in accordance with the Diagram R03 "Standard Drop Crossing Details" access standard in the Gore District Council Subdivision and Land Development Bylaw 2019. The consent holder may enter into a bond agreement with, and at the sole discretion of the Council to allow the vehicle crossing to be constructed after the issue of the section 224(c) certificate, however the vehicle crossing construction must be completed prior to the occupation of the residential units.
 - d. Provide evidence that the foundations of the residential units contained within lots 1-4 have been constructed.
 - e. The consent holder shall remedy any damage to all existing road surfaces and berms that result from work carried out in relation to this consent.
6. Prior to the certification of the subdivision pursuant to section 224(c) of the Resource Management Act 1991; a consent notice, in accordance with Section 221 of the Resource Management Act 1991, shall be issued and registered against the relevant Record[s] of Title for Lots 1-4 and 100 to record that:
- a. At the time of lodging a building consent for the development, the lot is to have a specifically researched, designed and verified system for stormwater disposal.
 - b. Notwithstanding any permitted activities under the District Plan or National Environmental Standards for Detached Minor Residential Units) Regulations 2025 no minor residential units (as defined by the Gore Proposed District Plan) or detached minor residential units as defined by are permitted on the site
 - c. Once implemented the landscaping on site shall be maintained in accordance with the following plans:
 - Masonbuilt – Residential Development – 101a Robertson Street, Gore – Concept Plan – Dated 21 April 2026.
 - Masonbuilt – Residential Development – 101a Robertson Street, Gore – Planting Plan – Dated 21 April 2026.

Expect for that vegetation located around the access shall be trimmed in order to

retain appropriate sight distances along Robertson Street. Sight distances shall meet Tables 3.3A or B – C of the Gore District Council Subdivision and Land Development Bylaw 2019.

Advice Notes

1. All works within the road corridor shall be undertaken by a Council approved roading contractor. A corridor access request must be submitted to the Council's Roding Department for its approval prior to any work being carried out in the road corridor.
2. All 3 Waters Infrastructure to be vested into Council ownership will need to be completed by one of the Council's approved 3 Waters Contractors – refer to the following link for further details regarding this - <https://www.goredc.govt.nz/services/3-waters/approved-contractors>
- 3.

Land use

Pursuant to Section 104B of the RMA, consent is **granted** to construct four residential units subject to the following conditions imposed pursuant to Section 108 of the RMA:

Consent Conditions

1. The proposed development must be undertaken generally in accordance with the application as submitted and the following plans:

Admore Designs

- Site Plan dated 03/02/2026.
- Proposed Ground floor Plan dated 03/02/2026.
- Proposed First Floor Plan dated 03/02/2026
- Elevations dated 03/02/2026

NKLA Landscape Design

- Concept Plan – Dated 21 April 2026
- Layout Plan – Dated 21 April 2026
- Planting Plan - Dated 21 April 2026

This plan is attached as Appendix A.

2. Prior to occupation of any residential unit on site, the consent holder shall ensure all works under condition 5 of Subdivision Consent SC26001 have been completed.

3. Prior to occupation of any residential unit the approved landscaping plan shall be fully implemented and maintained in accordance with that plan, except for trimming to maintain Sight distances shall meet Tables 3.3A or B – C of the Gore District Council Subdivision and Land Development Bylaw 2019.

Should any plants die, they shall be replaced within the next planting season. Alternative plant species may be used, provided the proposed replacement species are submitted to and approved by the Council to ensure the overall amenity values of the landscaping are maintained.

Advice Notes

1. All works within the road corridor shall be undertaken by a Council approved roading contractor. A corridor access request must be submitted to the Council's Roothing Department for its approval prior to any work being carried out in the road corridor.
2. In relation to Condition 3, any proposed changes to plant species should retain the overall amenity outcomes of the approved landscaping plan. For example, replacing a tree with a low-growing shrub may not achieve the same amenity outcome and may not be acceptable to Council, whereas replacing one grass species with another is more likely to be considered within the scope of the approved consent. To confirm whether any proposed plant substitutions remain within the scope of the consent, details of the proposed changes should be emailed to [Council email address] for review and confirmation prior to planting.

Administrative Matters

The costs of processing the application are currently being assessed and you will be advised under separate cover whether further costs have been incurred.

The Council will contact you in due course to arrange the required monitoring. The Monitoring Officers time will be charged to the consent holder. It is suggested that you contact the Council if you intend to delay implementation of this consent or if all conditions have been met.

This resource consent is not a building consent granted under the Building Act 2004. A building consent must be obtained before construction can begin.

This resource consent must be exercised within five years from the date of this decision subject to the provisions of section 125 of the RMA.

If you have any enquiries please contact the duty planner on phone (03) 209 0330 or email planning@goredc.govt.nz.

Prepared by

A handwritten signature in black ink, appearing to read 'NH', with a long, sweeping horizontal line extending to the right.

Neil Harkin
Consultant Planner

Decision made by

A handwritten signature in black ink, appearing to read 'W. Murray', with a long, sweeping horizontal line extending to the right.

Werner Murray & Delegate

Appendix A: Approved Plans

APPENDIX A – APPROVED PLANS



Resource Consent Application

101A Robertson Street, Gore

Multi-unit development and subdivision, followed by amalgamation which creates four fee simple titles.

Masonbuilt Properties Limited

Prepared By:
Altra Planning Limited

09 January 2026

Version: 1

Form 9 – Pursuant to Section 88 of the Resource Management Act 1991.

To: Gore District Council

1. **Masonbuilt Properties Limited (Applicant) applies for the following resource consent(s):**
 - Land use consent to construct four units and for a vehicle crossing non-compliance.
 - Subdivision creating allotments around the built form proposed as part of the land use.
2. **Full details of the proposed activity are contained in the attached Assessment of Environmental Effects.**
3. **The site at which the proposed activity is to occur is as follows:**

Street Address: 101A Robertson Street, Gore
Legal Description: Lot 1 DP 608380
Record of Title: 1225801
Total Land Area: 984 m² (more or less).
4. **There are no other activities that are part of the proposal to which this application relates.**
5. **No additional resource consents are needed for the proposal to which this application relates.**
6. **Attached, is an assessment of the proposed activity's effect on the environment that:**
 - a) includes the information required by clause 6 of Schedule 4 of the Resource Management Act 1991; and
 - b) addresses the matters specified in clause 7 of Schedule 4 of the Resource Management Act 1991; and
 - c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.
7. **Attached is an assessment of the proposed activity against the matters set out in Part 2 of the Resource Management Act 1991.**
8. **Attached is an assessment of the proposed activity against any relevant provisions of a document referred to in section 104(1)(b) of the Resource Management Act 1991, including the information required by clause 2(2) of Schedule 4 of that Act.**

Prepared by: Allie Mulholland
Senior Planning Consultant



Address for service	Address for fees
Altra Planning C/- Allie Mulholland Email: allie@altraplanning.co.nz Phone: 027 813 6098	Masonbuilt Properties Limited C/- David Stiven 3 Fairfield Street Gore, New Zealand 9710 Email: david.stiven@definition.nz Phone: 021 920 404

Executive Summary

The Applicant seeks resource consent for a four-unit residential development and associated subdivision at the subject site (approximately 984 m²). The application includes (1) land use consent to construct four attached residential units, and (2) subdivision consent to create separate fee simple titles for each unit, including shared access and defined ownership of the associated car parking areas.

The proposal comprises four identical two-storey units, each with an approximate gross floor area of 114 m² (57m² floor area) with three bedrooms, two bathrooms, and north-facing living areas that open to outdoor living spaces of approximately 40 m² per unit. The development has a maximum height of 6.250 m, which is below the 8.0 m height permitted by the Operative Gore District Plan (ODP). The units are set back at least 4.5 m from the road, with generous setbacks to the side and rear boundaries. The design incorporates façade articulation through recessed entry porches and a combination of cladding materials to reduce perceived bulk and enhance visual interest. Privacy has also been considered, including the use of higher sill windows to the street-facing façade.

Vehicle access is provided via the existing formed and legal 5.5 m wide crossing, leading to a communal car parking area at the rear. Eight on-site parking spaces are provided (two per unit) with compliant parking dimensions and a generous manoeuvring aisle. Landscaping is proposed within the front setback to soften the streetscape and reduce the visual dominance of hard surfaces. Refuse and recycling areas are provided for each unit, with street-facing bins screened by a masonry fence and rear bins screened by the built form.

The subdivision proposes four fee simple residential lots, a shared access lot, and separate parking space lots, with amalgamation conditions to ensure each title includes the relevant parking and an undivided share in the access lot. Servicing will be provided via connections to Council reticulated services, with stormwater management through dish drains, sumps, and a soak pit. Earthworks are estimated at approximately 225 m³, which is within the relevant permitted thresholds. The site is not identified as contaminated, and the NES-CS is not triggered.

Under the ODP, the proposal triggers consent requirements primarily due to non-compliance with minimum net site area/density provisions and the subdivision lot size standards. The application also identifies a technical non-compliance of the existing vehicle crossing separation from the nearby intersection, which is considered to have a negligible effect on the transport network given the existing access, local road environment, visibility, and traffic context.

Overall, the assessment concludes that adverse effects on streetscape amenity, residential character and amenity, privacy, transport, servicing, earthworks, and reverse sensitivity will be less than minor. This is due to the proposal's modest height, compliant setbacks, screening and landscaping, functional access and parking design, full servicing, and the mixed-use receiving environment being recreation and rural zoned land. While the proposal increases residential density relative to the ODP provisions, it does so without increasing scale or bulk beyond what could be established as permitted, and it provides improved housing affordability and diversity through smaller, well-designed units.

The ODP objectives and policies have more weight at the time of lodgement, and the proposal is consistent with all objectives and policies. The proposal is consistent with the majority of the objectives and policies of the Proposed District Plan (PDP) with the exception of SUB-P14 and SUB-P21 which the proposal will be inconsistent with, but not contrary to.

Accordingly, the proposal is considered appropriate for the site and can be supported, subject to suitable conditions.

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1.0 Introduction

This resource consent application has been prepared in accordance with the requirements of Schedule 4 of the Resource Management Act 1991 (the Act or the RMA) and the specific information requirements for this proposal contained in the relevant regulatory documents.

2.0 Description of the Environment

2.1 The Site and Surrounding Environment

The site is located at 101A Robertson Street, Gore. The site is legally described as Lot 1 DP 608380, held in Record of Title 1225801 and has a site area of approximately 984 m².

There are no consent notices, or land covenants registered against the Record of Title. A copy of the Record of Title is attached as **Appendix A**.

The site is shown below in **Figure 1**.



Figure 1: The site at 101A Robertson Street in yellow and the surrounding environment.

The site is currently vacant and was previously held together with the neighbouring property to the south at 101 Robertson Street, legally described as Lot 2 DP 608380, held in Record of Title 1225802. A subdivision has recently been completed, separating the two parcels; a copy of the decision has not been received from Council at the time of lodgement. A Sale and Purchase Agreement exists for the application site and is attached as **Appendix B**. One specific clause within this agreement requires that the owner (vendor) of 101 Robertson Street provide agreement to any development proposed on the application site. This is discussed in more detail later in the application.

The site is surrounded predominantly by residential properties. A large property (99A Robertson Street) adjoins the northern and western boundaries of the application site. The portion of this adjoining property to the north is within a residential zone in the area where access is located, while the remainder of the property is within a rural zone. This property appears to be used mainly for storage for a transport operation, which is discussed in further detail later in the application.

There are several recreation reserves located in close proximity to the site, including Newman Park. A sporting complex near this reserve is accessible from Wayland Street West, which forms a T-intersection with Robertson Street.

2.2 Zone and Overlays

2.2.1 Operative Gore District Plan

The site is zoned Residential A under the Operative Gore District Plan (ODP) and is not subject to any overlays.

The adjoining roads are all “formed roads” which observe lower traffic volumes than Collector or Arterial Roads.

2.2.2 Proposed Gore District Plan

The site is zoned General Residential under the Proposed Gore District Plan (PDP) and is subject to the Liquefaction Risk (Negligible) overlay. The PDP zoning can be seen in **Figure 2**.

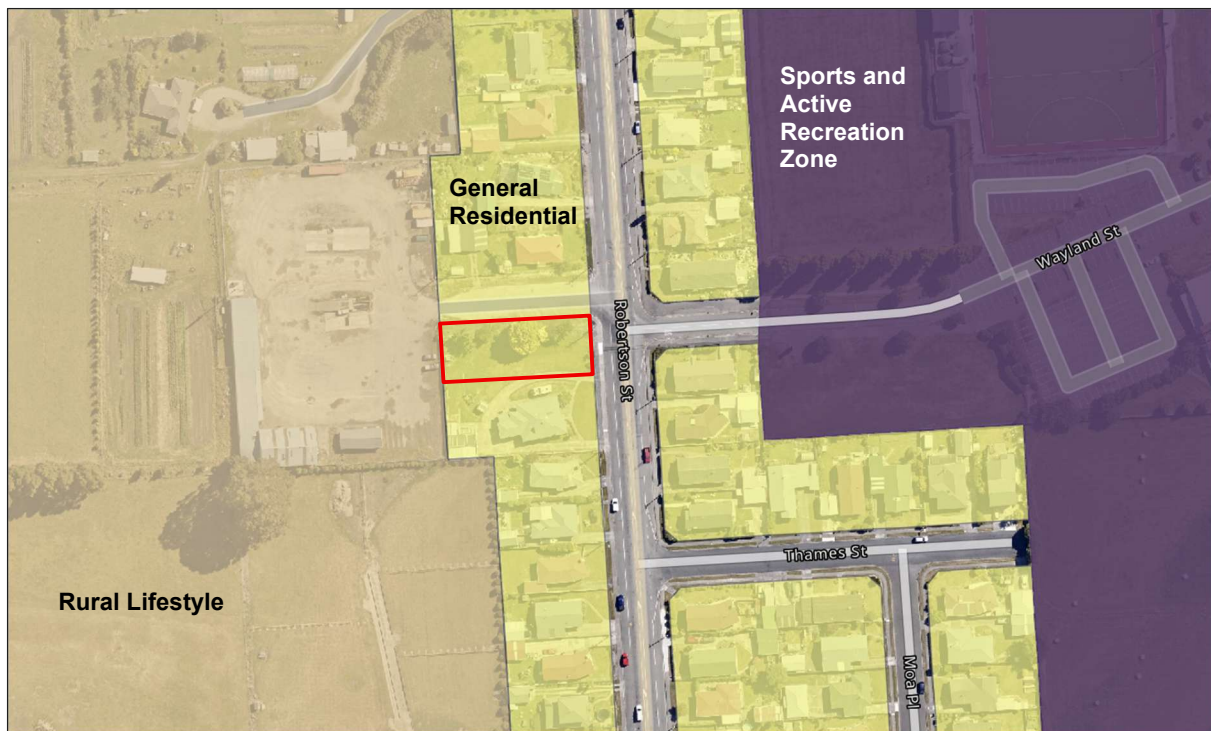


Figure 2: The site in red, and zoning at the site and within the surrounding area as per the PDP

2.3 Contamination

The site is not identified as contaminated on the Environment Southland Regional Council Beacon Maps. There is also no reason to suspect that contamination has occurred, as the site has historically been used as a lawn area in association with the dwelling at 101 Robertson Street since at least the 1980's which can be seen in **Figure 3**.



Figure 3: Historic aerial of the site from 1980. Source: GRIP Maps (Southland / Otago 0.75 m SN5693)

2.4 Cultural

The site is not within or adjacent to any statutory acknowledgement. There are no heritage buildings, items or significant trees located at the site. The site is not within an archaeological site as per the New Zealand Archaeological Association Maps.

2.5 Natural Hazards

The site is not subject to any natural hazards as per the available Council mapping.

2.6 Servicing

The site has legal frontage to Robertson Street which contains a gravity fed water main, stormwater main, and foul sewer main; these can be seen in **Figure 4**. On the same side of the road as the site there is an overhead power line. Telecommunication connections are also available to the site.

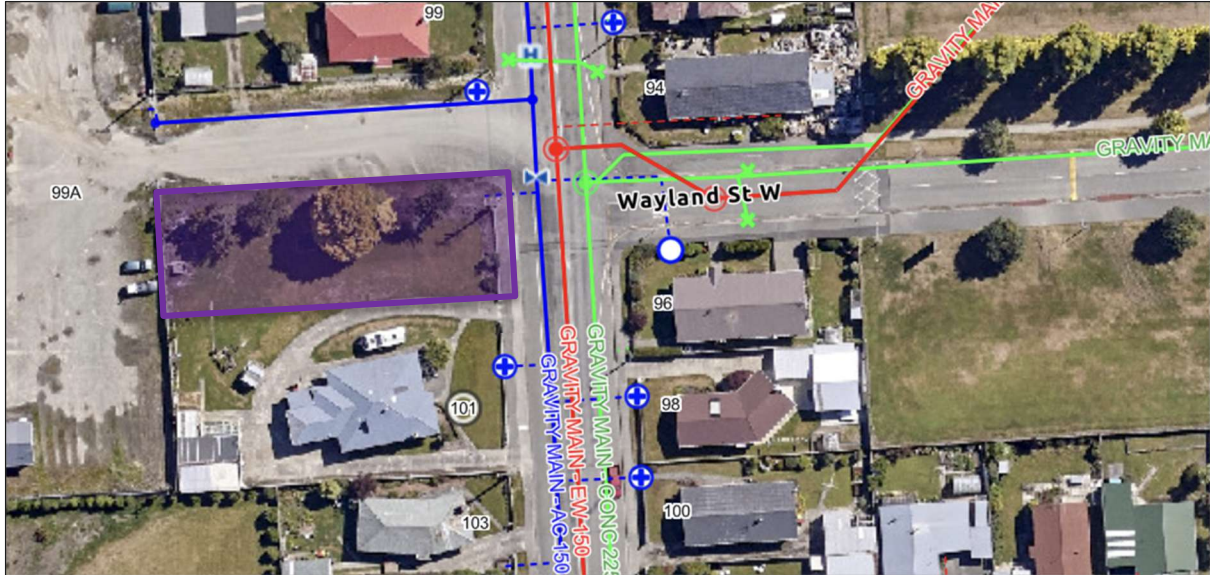


Figure 4: Site (purple), Stormwater (green), water supply (blue) and sewer (red) connections. Source: Gore District Council Utilities Map

There is a power pole located near the site's northeastern corner which can be seen in **Figure 5**.



Figure 5: Power pole located at the corner of the site.

2.7 Access and Roothing

The existing site access is shown below in **Figure 6**. The northern edge of the vehicle crossing is located approximately 16.18 m from the intersection of Robertson Street and Wayland Street West as shown on the subdivision plan. However, this distance is dependent on the measurement point used. When measured using GRIP Maps, as illustrated in **Figure 14**, the vehicle crossing is approximately 20.2 m from the eastern side of the intersection and 9.4 m from the intersection on the same side of the road; this is discussed in further detail later in this application.



Figure 6: Existing vehicle crossing at the site adjoining Robertson Street.

3.0 Proposal

The Applicant seeks resource consent for the following:

- Land use consent to construct a multi-unit development comprising four new residential units, and for a vehicle crossing non-compliance.
- Subdivision consent to separate each residential unit into a separate record of title.

An outline of the proposal is set out in the following sections.

3.1 Land Use Consent

3.1.1 Layout and Design

The proposal involves the construction of four attached residential units over an approximately 984 m² site area. A copy of the Development Plans is attached as **Appendix C**.

Units 1 to 4 have an identical layout, with a bathroom, laundry, kitchen, lounge on the ground floor, and three bedrooms and a bathroom upstairs. The main living spaces face north to

optimise sunlight opportunities. The downstairs living areas open to an outdoor living area with 7.56 m x 5.85 m dimensions. The total outdoor living space per unit is approximately 40 m² or more.

The site layout is shown in **Figure 7** below.

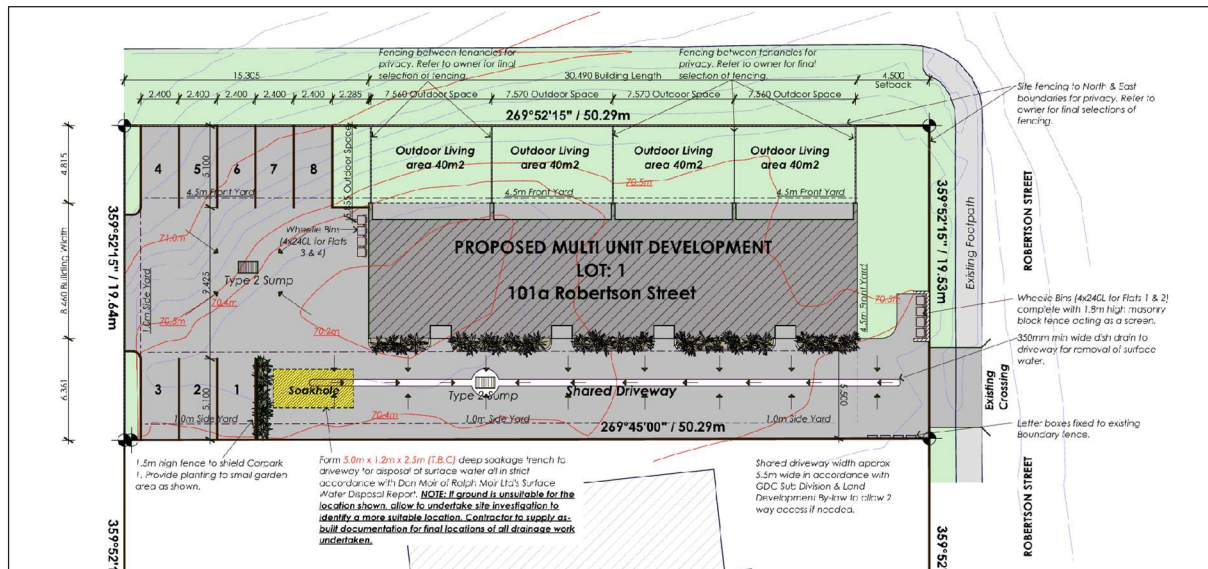


Figure 7: Site Layout

Each unit will have a gross floor area of approximately 114 m² across two floors, with a 57 m² ground floor area. The total ground floor area across the four units is 228 m². The building height is 6.250 m.

The units are setback 4.5 m or more from the road, 5.5 m from the southern boundary, and 5 m from the northern boundary.

The kitchens overlook the shared vehicle access, with entrance doors oriented toward this access. A porch element is provided above each entrance, creating a defined entranceway rather than a flat façade with a door. This also ensures that the entrance doors do not open onto the shared driveway.

Variation in cladding materials (colorsteel corrugated claddings and rockcote integra AAC) between the ground floor and first floor is proposed to add visual interest and articulation to the building form. The roof is shallow to prevent a dominating façade. The south elevation can be seen in **Figure 8**.

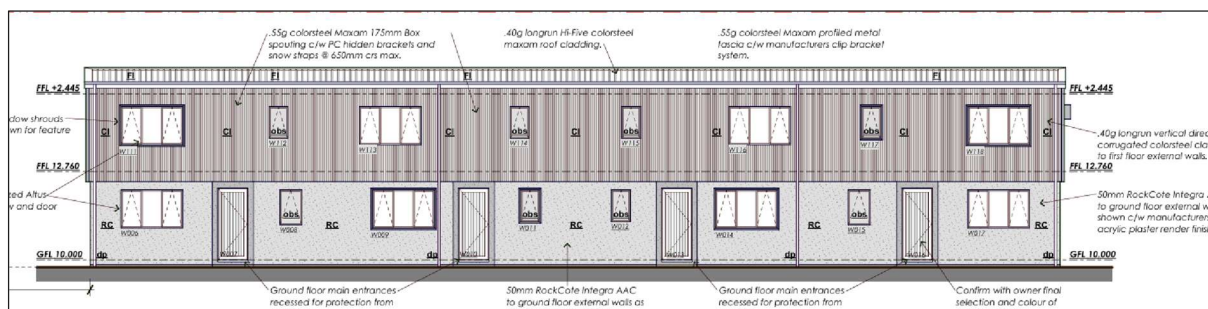


Figure 8: South elevation of Units 1 to 4.

The front façade facing the street intentionally incorporates windows with sill heights above 1.6 m to maintain privacy for residents while still allowing for natural light, and passive surveillance. This can be seen in **Figure 9**.

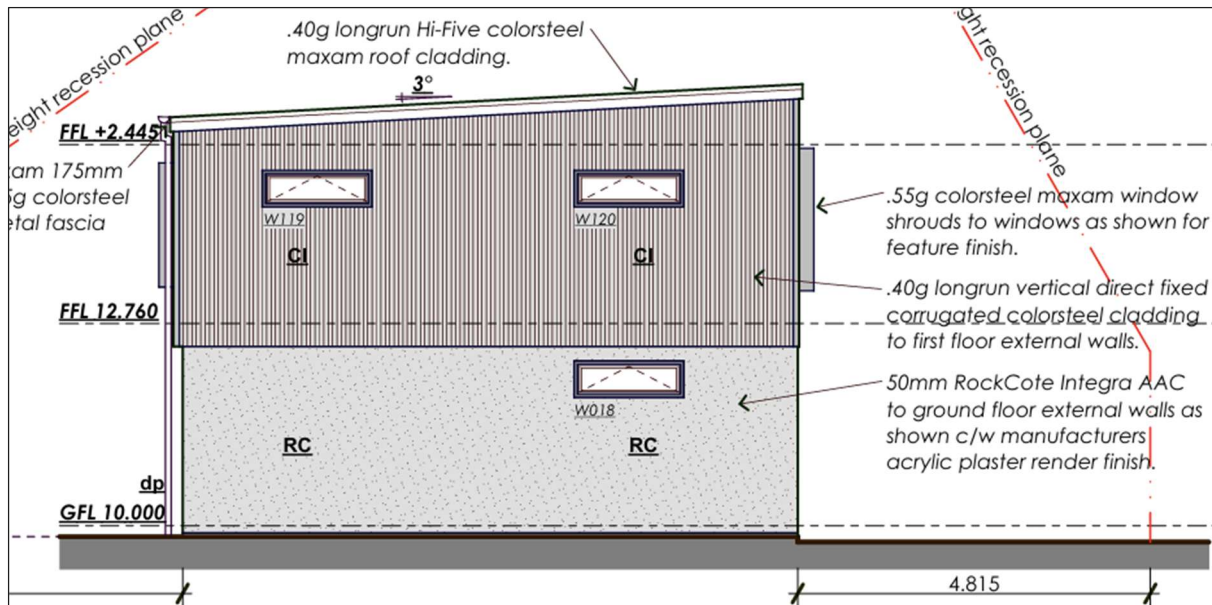


Figure 9: Front façade facing the street.

The north-facing façade is similar in form and treatment to the south-facing façade; however, it incorporates a greater extent of large glazing overlooking the outdoor living spaces. This is illustrated in **Figure 10**.

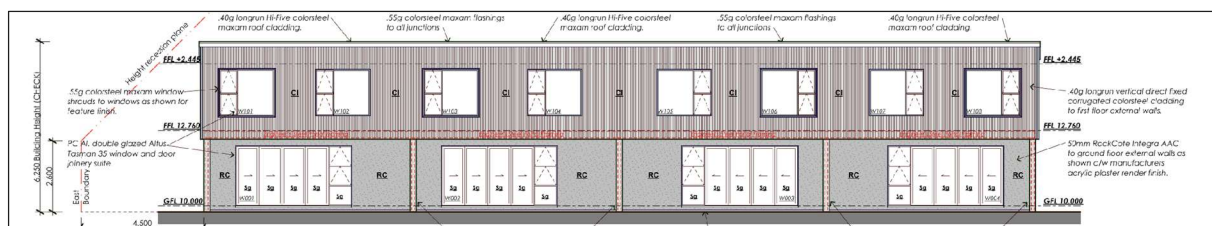


Figure 10: North elevation of Units 1 to 4.

3.1.2 Landscaping, Fencing and Service Areas

The majority of the land within the 4.5 m road setback will be landscaped as a grassed area. There is planting located near the front entrances of each unit and in front of Car Park 1 to soften hard surfaces. There is another landscape area adjacent to Car Parks 3, 4 and 8; It is yet to be determined whether this area will be plants or grass.

While the plans indicate a fence along the road boundary, no specific fencing details are locked in at this stage. With the exception of fencing associated with the bin storage areas, the fence along the road boundary (as per **Figure 8**) can be removed entirely should this be preferred by Council. All other fencing will be typical 1.8 m high timber boundary fences.

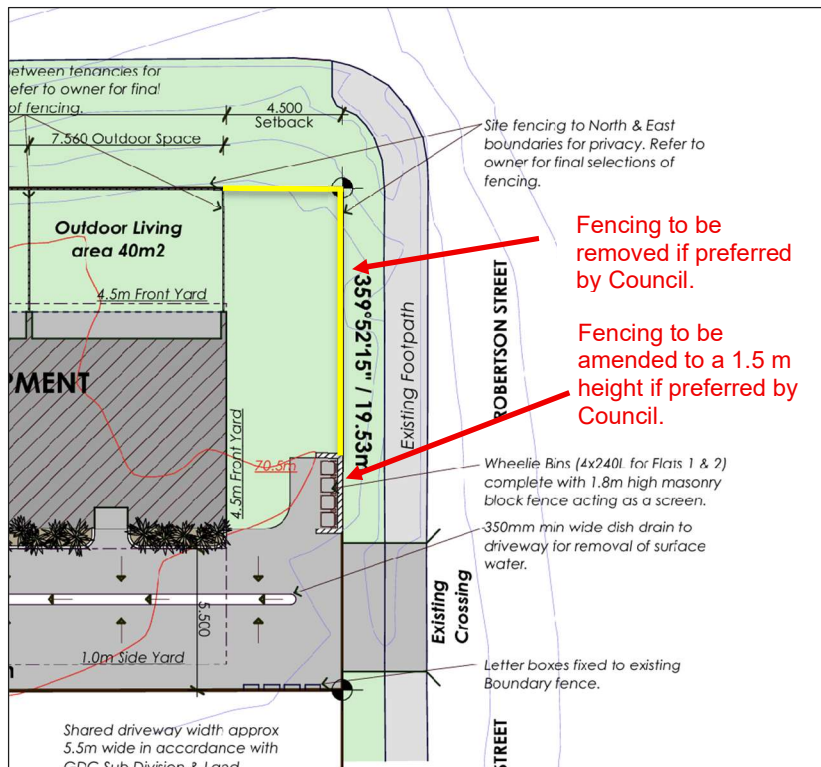


Figure 11: Fencing anticipated to be in the front yard which can be removed entirely

Each unit is provided with a dedicated refuse and recycling storage area. These are arranged in two locations across the site. The bins serving the two front units are located within the 4.5 m road boundary and are screened by a 1.8 m high masonry fence. This fence can be reduced to a height of 1.5 m if preferred by Council (See **Figure 11**). The bins serving the two rear units are located behind the units and are screened from the road by the built form.

Each outdoor living space will have a foldable washing line adjoining the boundary fence. Dimensions of these washing lines are 1.5 m.

Mailboxes are located at the entranceway and will be attached to the boundary fence along the southern boundary.

3.1.3 Access and Car Parking

The existing site layout locates a communal car park to the rear of the site. There is a total of 8 car parks, enabling two for each residential unit. The car park dimensions are 2.4 m x 5.1 m. The aisle width between the car parks is 9.425 m to allow for manoeuvring.

The car park is accessed by a 5.5 m wide vehicle access; this is the formed and legal width.

3.1.4 Earthworks

Earthworks will be undertaken in accordance with appropriate erosion and sediment controls. It is estimated that the total earthworks volume for the four units will be approximately 64.8 m³, with a maximum site scrape of 0.3 m. Earthworks for the vehicle access and car park area are anticipated to be approximately 150 m³, also with a maximum cut depth of 0.3 m.

An additional allowance of approximately 10 m³ has been included to accommodate the installation of underground services, including stormwater, wastewater, water supply, and power connections.

The total estimated earthworks volume, including the service allowance, is therefore approximately 225 m³.

3.2 Subdivision Consent

3.2.1 Subdivision Design

The Applicant proposes to subdivide the site to enable each unit to be held under a separate fee simple title and to formally define ownership of the associated parking areas and access. The proposed allotments are as follows:

- Lots 1 to 4 – fee simple lots ranging between 106 m² to 107 m² around the units.
- Lot 100 – access lot of 461 m².
- Lot 1001 to 1008 – parking space lots with an area of 12.24 m²

To enable the access and parking spaces to be held with the fee simple lots, the Applicant requests the following amalgamation conditions are approved as part of this application:

Subject to s220(1)(b)(iv)

- That Lot 101 (Legal Access) be held as to 4 undivided one-quarter shares by the owners of Lots 1-4 as tenants in common in the said shares and that individual records of title be issued in accordance therewith (See LINZ X).

Subject to s220(1)(b)(ii)

- That Lot 1, Lot 1001 and Lot 1002 be held in the same record of title (See LINZ X).
- That Lot 2, Lot 1003 and Lot 1008 be held in the same record of title (See LINZ X).
- That Lot 3, Lot 1006 and Lot 1007 be held in the same record of title (See LINZ X).
- That Lot 4, Lot 1004 and Lot 1005 be held in the same record of title (See LINZ X).

Following amalgamation each lot has an approximate area of 234.39 m². This results in site coverage of approximately 24.3% per unit.

A copy of the Subdivision Plan is attached as **Appendix D**.

3.2.2 Access

As discussed above, a shared driveway is proposed for Units 1 to 4. A Right of Way easement is proposed to provide for legal access across the shared driveway as identified on the subdivision plan.

3.2.3 Servicing and Easements

The Applicant is proposing to install water supply, and foul sewer mains within the site which connect to the Robertson Street mains.

Within the shared access there will be a 350 mm minimum wide dish drain to remove surface water. There will also be two sumps, one in the access and one in car park area. Both sumps are directed to a 5 m x 1.2 m x 2.5m soak pit.

Power and telecommunications are available to the site. Power and telecommunication connections to each allotment will be provided underground through easements as identified on the subdivision plan.

4.0 Consultation

The Applicant has not undertaken consultation with neighbouring property owners at this stage. However, as noted earlier, the owner of the adjoining property to the south at 101 Robertson Street has agreed to any development on the application site as outlined in the Sale and Purchase Agreement. Accordingly, any potential effects on this property are excluded from consideration.

5.0 Permitted Activities

5.1 National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health

The National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS) applies to activities involving soil disturbance, subdivision, or land-use change only where the land is known or reasonably suspected to be contaminated.

The site is not identified as contaminated on council or regional authority records, including the Southland Regional Council Beacon Maps, and there is no evidence that the site has been subject to a Hazardous Activities and Industries List (HAIL) activity. Accordingly, the land is not considered to be known or reasonably suspected to be contaminated for the purposes of the NES-CS.

As a result, Regulation 8(1)–(4) of the NES-CS, which set permitted activity standards for activities on contaminated land (including soil disturbance and subdivision), are not triggered by the proposal. The NES-CS therefore does not apply to the proposed subdivision or associated earthworks, and no further assessment under the remaining NES-CS provisions is required.

5.2 Operative District Plan

Any permitted activities that form part of the proposal are appropriately addressed in **Appendix E** and therefore is not duplicated here.

6.0 Rule Assessment

An assessment of the proposal against the relevant statutory documents has been undertaken and the following reasons for consent have been identified. A detailed rules assessment is provided in **Appendix E**.

6.1 Operative Gore District Plan

The site is zoned Residential A under the Operative Gore District Plan (ODP). The following resource consents are required under the ODP:

6.1.1 Subdivision Consent

Chapter 8 - Subdivision

- **Discretionary Rule 8.10.5** – Any subdivision of land not complying with the provisions of 4(b) 4(c) or 4(d) (400 m² net site area) is a discretionary activity. The proposed subdivision will create allotments of approximately 234.39 m² each. Each allotment includes a share of the access leg, two on-site car parks, and the land surrounding the units, including the associated outdoor living spaces.

Overall, subdivision consent is required for the subdivision as a *discretionary activity*.

6.1.2 Land Use Consent

Chapter 4 – Land Use Activities

- **Discretionary Rule 4.2.4(1)** – On sites within 30 m of the Council's reticulated network, sites shall be equal to or more than 400 m² (net).

The proposal results in four residential units in the Residential A zone being constructed concurrently with subdivision with site areas of 234.39 m². Council's discretion is not limited with respect to this rule breach.

- **Restricted Discretionary Rule 4.16.1(3)** - More than one, and up to six residential units may be erected on a site within the Residential A and B Zones, provided that within the Residential A Zone the site area is no less than 400 square metres for each unit (net).

The proposal results in four residential units in the Residential A zone being constructed concurrently with subdivision with site areas of 234.39 m². Council's discretion is restricted to *"the adverse environmental effects of the matters with which there is non-compliance"*.

Chapter 5 – Transportation

- **Restricted Discretionary Rule 5.9.1** – Vehicle crossings from intersections with formed roads are required to have a 19 m setback. The vehicle crossing at the site does exist and is 16.18 m from the intersection. The existing crossing location will not change, but it is acknowledged that the proposal will increase the intensity of the use of this access. Council's discretion is limited to *"The matters over which Council shall exercise its discretion are the effects of the access on road safety"*.

Overall, land use consent is required as a *discretionary activity*

6.2 Proposed Gore District Plan

Gore District Council notified the PDP on 31 August 2023. Decisions are not expected to be released until 31 January 2026.

There are no rules that have legal effect relevant to the proposal and therefore the proposal does not require consent under the PDP.

While it is possible that decisions on the relevant proposed rules may be released during the processing of this application and that those provisions may subsequently have legal effect under Section 86F of the Act, the application was lodged prior to those provisions having legal effect. Accordingly, under Section 88A of the Act, the activity status of the proposal is determined at the time of lodgement (by reference to the Operative District Plan) and cannot be retrospectively altered by subsequent plan changes.

For completeness a consideration of the proposal against the rules of the PDP as notified has been outlined below.

The site is zoned General Residential under the PDP and is subject to one overlay which is the Liquefaction Risk (Negligible) overlay. The proposal would require consent under the following rules of the PDP.

Rules not Operative Pursuant to Section 86F:

Chapter SUB - Subdivision:

- A **non-complying** activity pursuant to Rule SUB-R5 as the proposed subdivision cannot meet Standard SUB-S1 in relation to minimum lot size. The General Residential Zone requires minimum lots of 400 m² and lots of 234.39 m² are proposed. Standard SUB-S2 also requires lot dimensions of 12 m x 12 m which isn't met due to the subdivision configuration around the existing units.

Chapter GRZ - General Residential Zone:

- A **non-complying** activity pursuant to Rule GRZ-R11(1) for a Comprehensive Residential Development, where the minimum density is less than the required 300 m² per residential unit. The proposed density equates to approximately one residential unit per 234.39 m² of land.
- A **restricted discretionary** activity pursuant to GRZ-R1(5) since GRZ-S10 Landscape Permeable Area is not met. The overall site provides less than 30% of impermeable surface coverage sitting at approximately 26%.
- For avoidance of doubt, it is noted that the proposal complies with GRUZ-R11(2) and (3), in particular:
 - GRZ-S2 – Servicing (all units will be connected to Council reticulated services).
 - GRZ-S3 – Height (the proposed buildings will be less than 8 m).
 - GRZ-S4 – Recession planes (compliant).
 - GRZ-S5 – Setbacks to side and rear boundaries (all units will be setback at least 1 m from all side and rear boundaries)
 - GRZ-S6 – Setbacks to roads (4.5 m setback applies, complying with the 3 m road setback).
 - GRZ-S7 – Setbacks to rivers and streams (there is none nearby).
 - GRZ-S8 – Building Coverage (the site coverage is approximately 24.3% which is less than the maximum of 50%).
 - GRZ-S9 – Outdoor Living Space (all units provide at least 40 m² of outdoor living).

Chapter TRANS - Transport

- A **restricted discretionary** activity pursuant to Rule TRANS-R2 for use of an access that does not comply with the following standards:
 - TRANS-S7 – Separation of vehicle crossings from intersections and other vehicle crossings must be 30 m. As shown on the subdivision plan, the vehicle crossing is identified as being 16.18 m from the intersection. However, this distance is dependent on the measurement point used. When measured using GRIP Maps, as illustrated in **Figure 14**, the vehicle crossing is approximately 20.2 m from the eastern side of the intersection and 9.4 m from the intersection on the same side of the road.
 - TRANS-S9 – The proposed private driveway servicing units 1 to 4 will not provide the required turning head. Instead manoeuvring will be provided within Lot 100 which will be held with each of the units as part of the subdivision process. The other requirements under TRANS-S9 are met.

- TRANS-S4 – Vehicle access longer than 30 m in regard to firefighting services. The vehicle access length is approximately 42 m.

For avoidance of doubt, it is noted that the proposal complies with the remainder of TRANS-R2(3) in particular:

- TRANS-S1 –
 - Parking spaces will be sealed and marked, and there will be a 1.8 m fence along the boundaries, blocking lights from shining on adjoining properties.
 - There are 8 parking spaces therefore 160 m² of landscaping is required. The total landscaping is approximately 255 m².
 - Parking spaces are designed to be 2.4 m x 5.1 m which is consistent with Table-S1 – Parking and Access Layout.
- TRANS-S2 – Not applicable to residential activities.
- TRANS-S3 – The vehicle crossing will be for less than 60 vehicle movements per day. This conservatively assumes that 8 car parks total will produce no more than 4 movements each per day which results in maximum of 32 movements.
- TRANS-S5 – The vehicle access has a 5.5 m legal and formed width.
- TRANS-S6 – Sight distance for vehicle crossings. The site is flat and has good site distances of at least 55 m.
- TRANS-S8 - Structures and vegetation near level crossings is compliant.

Chapter EW – Earthworks

For avoidance of doubt, it is noted that the proposal complies with all relevant earthwork requirements, including the following:

- EW-R14 - Earthworks are approximately 225 m³ which is less than the 250 m³ requirement.
- EW-S1 – The maximum cut depth is not anticipated to exceed 3 m.

6.3 Overall Activity Status

Overall, resource consent is required for a ***discretionary activity***.

7.0 Assessment of Environmental Effects

7.1 Permitted Baseline

Sections 95D(b) and 95E(2)(a) provide that when determining the extent of the adverse effects of any activity or the effects on a person respectively, the consent authority may disregard an adverse effect if a rule or national environmental standard permits an activity with that effect.

In this case the permitted baseline includes the following:

- Up to six residential activities where the minimum lot size or net area of 400 m² is provided per unit.
- Vehicle crossing to intersection separation distance of 19 m.

There are no permitted subdivisions under the Plan.

7.2 Receiving Environment

In assessing the potential effects on the environment, the “receiving environment” for effects must be considered. The receiving environment in this case is a residential area surrounded by a rural and recreation zone. The Residential A zone in this area of town therefore differs from other areas of the same zone due to existing land uses.

7.3 Assessment

As this application is for a **discretionary activity**, the relevant effects are restricted to the matters that consent authority has restricted discretion over. These include the following.

- Effects on Streetscape Amenity
- Effects on Residential Amenity and Character
- Effects from Subdivision Design and Easements
- Transport Effects
- Effects on Infrastructure and Services
- Contaminated Land Effects
- Earthwork Effects
- Natural Hazard Effects
- Reverse Sensitivity Effects

An assessment against the relevant matters is provided below.

7.3.1 Effects on Streetscape Amenity

Residential development exceeding the residential density requirements of the Zone have the potential to adversely impact streetscape amenity by promoting development at a higher intensity than what is anticipated within the zone.

For these reasons, the proposed residential units have been designed with an appropriate level of cladding variation and landscaping when viewed from the surrounding streetscapes; the Applicant is open to discussing landscape treatment options.

It is important to note that two residential units (either in the form of a duplex unit, or two detached dwellings) occupying the same scale (gross floor area) proposed could be established on the site as a permitted activity as of right. This could also be 8 m high (permitted height) rather than the proposed 6.250 m.

The ground floor has a total area of 216 m² which, under a permitted baseline scenario, would result in a habitable ground-floor area of 108 m² for each unit (noting that two units are permitted on this site). The first floor would provide an additional 108 m² of habitable space per unit. A garage could also be added for each of the units further reducing the liveable space. This is a non-fanciful permitted baseline comparison. When assessed against what could be established on the site as a permitted activity, the proposed development is of a similar nature and scale. Even though four units are proposed instead of two, the impact on streetscape amenity with respect to bulk and scale is not considered to be significantly different.

The plan does not provide for any specific design controls such as building length, and therefore a similar permitted building design utilising two detached residential units, or a large duplex dwelling, could have a very similar appearance in relation to the surrounding streetscape.

An example of a design which could be established as permitted as described above is shown in **Figure 12** below.



Figure 12: Indicative permitted baseline scenario development with an 8m height (not to scale in this report, for information purposes only).

Car parking has been intentionally located behind the built form to minimise the visual dominance of hard surface areas when viewed from the street. This enables the entire 4.5 m setback to be retained as a grassed area, maintaining a softer residential streetscape. Additional landscaping is provided in front of the rear car parking areas to further screen hard surfaces and reduce their visual prominence.

Refuse and recycling bins that face the street are screened to avoid an unappealing appearance and to reduce visual clutter at street level. The building incorporates a combination of complementary cladding materials to break up the built form and add visual interest.

While the development is two storeys, the roof has only a slight pitch, reducing perceived bulk and ensuring the building does not appear visually dominating. In addition, the proposed maximum building height of 6.250 m is well below the permitted height of 8.0 m, further reducing dominance effects when viewed from the street and adjoining properties.

Overall, any adverse effects on streetscape amenity will be less than minor. This is due to the reduced scale and bulk of the proposal, particularly its height, relative to the built form that could be established on the site as a permitted activity.

7.3.2 Effects on Residential Amenity and Character

The proposed development is effectively double the density of what is provided for in the Residential A Zone, which has the potential to result in adverse effects on residential amenity and character.

In light of the density breaches, the adverse effects on the residential amenity and character are considered to be less than minor for the following reasons:

- The proposed building has a maximum height of 6.250 m, which is well below the 8 m permitted height standard. This reduced height, together with compliance of the road boundary setback, significantly mitigates any potential visual dominance effects when viewed from the street or adjoining sites.
- Any actual or perceived effects on residential amenity or character arising from the increased residential intensity would be primarily experienced by immediately adjoining properties, most notably 101 Robertson Road. The Applicant has effectively obtained the written approval of this adjoining landowner, as part of the sale and purchase agreement between the Applicant and that property owner.
- The land to the north is zoned residential however, it is utilised solely as an accessway serving 99A Robertson Street, which itself is not zoned residential. As a result, the proposal will not create visual dominance, overlooking or amenity effects for the neighbour at 99A Robertson Street.
- The site at 99 Robertson Street is located approximately 20 m from the northern boundary (**Figure 13**), providing a substantial level of separation and ensuring that shading effects do not arise over this property. This also ensures no increased overlooking occurs from first floor windows like it might if the boundaries were adjoining.



Figure 13: Separation distance between the site and 99 Robertson Street as well as surrounding property addresses. Source GRIP

- The outdoor living areas will not result in privacy breaches or other undesirable effects for neighbouring properties, as the land adjoining the outdoor living areas is used solely for access purposes on the adjacent site. In addition, the separation distance between the application site and the property at 99 Robertson Street further mitigates any potential overlooking or privacy effects as addressed above.
- There is a sufficient separation between the built form and rural land to the rear of the site. The built form is 15.305 m from this boundary, well exceeding the 1 m setback requirement.
- Service areas are fully screened and are not visible from the street or adjoining properties. Bin storage areas are separated to ensure good accessibility for each unit and to reduce the potential for vermin.. Providing two separate bin areas across the four units also ensures clear ownership and responsibility and is considered preferable to locating bins adjacent to front doors.

Overall, any adverse effects on residential character and amenity will be less than minor. The proposed development is of a scale and bulk that could be established on the site as a permitted activity, with the primary difference being the internal configuration into four smaller units rather than two larger units. This approach improves housing affordability and contributes to a more diverse housing supply.

7.3.3 Effects from Subdivision Design and Easements

The subdivision fails to comply with the minimum lot size of the Plan. This is primarily due to the freehold subdivision being undertaken around the multi-unit development which does not comply with the residential requirements of the zone.

As noted above, while the minimum lot size does not meet the required 400 m² area, the subdivision design still allows for each of the residential allotments to meet the site coverage requirements of the plan and ensure that there is sufficient outdoor living space for residents as well as maintains internal boundary setbacks.

An assessment of the density of the proposal has already been outlined above and is not repeated here for the minimum site size breach.

The applicant proposes to amalgamate the parking space lots (Lots 1001 to 1008) and the access lot (Lot 100) with the lots created around the proposed units (Lots 1 to 4). A series of amalgamation conditions are proposed as outlined previously in this application and as shown on the subdivision plan. The Applicant is seeking approval from LINZ for the proposed amalgamations.

A series of easements are proposed for services, and right of way access as per the subdivision plan. There are also easements for the party wall between the units (Easements PA, PB, PC, PD, PE and PF).

Overall, as the subdivision is for a freehold subdivision around a proposed multi-unit development, any effects of the proposed minimum lot size breach will be less than minor. The applicant volunteers a condition which requires the units to be partially constructed prior Section 224(c) certification. This ensures that the applicant cannot proceed with the subdivision component to create smaller allotments without first commencing construction of the residential units.

7.3.4 Transport Effects

Traffic effects are important to assess as they relate directly to the safety and efficiency of the surrounding road network and the maintenance of residential amenity. Considering traffic effects demonstrates that vehicle movements, access, and parking associated with the proposal can be accommodated safely without causing adverse effects on neighbouring properties or the wider street environment, and that any effects are consistent with what could reasonably be anticipated under a permitted activity scenario.

The vehicle crossing is existing, and it was assumed that its distance from the intersection of Wayland Street West was addressed as part of the original subdivision consent. A copy of this consent has been requested; however, it has not been received at the time of lodgement. For completion, an assessment of the location of the existing vehicle crossing is included.

The ODP requires a minimum separation distance of 19 m for vehicle crossings on local formed roads. As shown on the subdivision plan, the vehicle crossing is identified as being 16.18 m from the intersection. However, this distance is dependent on the measurement point used. When measured using GRIP Maps, as illustrated in **Figure 14**, the vehicle crossing is approximately 20.2 m from the eastern side of the intersection and 9.4 m from the intersection on the same side of the road.

Any non-compliance with the required separation distance is not considered to raise safety concerns, having regard to the straight alignment of Robertson Street and the function of Wayland Street West, which primarily serves vehicles accessing the adjacent sporting complex. As such, Wayland Street West does not operate as a typical local road and experiences comparatively low traffic volumes. In addition, the presence of a speed bump in close proximity to the intersection on Wayland Street West ensures vehicle speeds are reduced, further mitigating any potential safety effects.

It is also acknowledged that the existing crossing is located in the best possible location, and due to the site's proximity to this intersection, it is impossible to avoid a separation from intersection breach.



Figure 14: Setback of vehicle crossing from intersection.

The proposed development is not considered to compromise the functioning of the transport network for the following reasons:

- The vehicle access has a formed and legal width of 5.5 m, which enables passing to occur within the site, thereby avoiding queuing at the vehicle crossing and preventing any adverse effects on the operation of the adjacent intersection.

Separate to the intersection breach, the site access and car parking layout complies with the requirements of the ODP and the subdivision and development bylaw, for completion:

- The front doors of the residential units are recessed, ensuring doors do not open onto the driveway and pedestrians do not step directly into the vehicle access, thereby reducing the potential for pedestrian and vehicle conflict.
- The access is long and straight much like Robertson Street ensuring good visibility.
- The access will be sealed to ensure smooth vehicle movements between the road and the accessway.
- The rear parking spaces comply with the required dimensions of 2.4 m × 5.1 m, and a generous aisle width of 9.425 m is provided between the spaces. This enables vehicles to manoeuvre in a single movement and ensures all vehicles are able to exit the site in a forward gear.

Overall, the proposed vehicle elements associated with the proposal are less than minor.

7.3.5 Effects on Infrastructure and Services

The mains for water and wastewater are proposed to extend into the shared driveway to service each unit. Individual, metered connections will be made to each unit from the extended mains within the shared driveway.

Within the shared access there will be a 350 mm minimum wide dish drain to remove surface water. There will also be two sumps, one in the access and one in car park area. Both sumps are directed to a 5 m x 1.2 m x 2.5m soak pit.

All power and telecommunications will be installed underground to each of the allotments.

Overall, any adverse effects in relation to infrastructure and services will be less than minor as each unit will be fully serviced.

7.3.6 Contaminated Land Effects

The site is not considered to be contaminated as outlined previously in this report, therefore is not duplicated here. The adverse effect on human health from contaminated land will be less than minor.

7.3.7 Earthworks Effects

The wider earthworks effects on the site will be less than minor as the proposal will result a combined earthwork volume of 225 m³.

Earthworks will be undertaken in accordance with standard erosion and sediment control measures to ensure potential effects are appropriately managed. Exposed areas will not be left for extended periods, and all earth worked land will be stabilised upon completion of works, including by sowing grass seed or planting, as appropriate.

Any adverse effects in relation to earthworks will be less than minor.

7.3.8 Natural Hazards Effects

The site is not subject to any natural hazards as per available mapping. As a result, the adverse effects in relation to natural hazards will be less than minor.

7.3.9 Reverse Sensitivity Effects

Reverse sensitivity effects are an important consideration where urban or residential development is proposed adjacent to rural or rural lifestyle zoned land. Effects can arise when sensitive activities, establish in proximity to existing rural activities and subsequently generate complaints or pressure that can constrain the lawful operation of those rural activities.

In this instance, the application site adjoins a rural property to the west at 99A Robertson Street. The adjoining land does not exhibit characteristics typically associated with productive rural use, such as pastoral farming or livestock grazing. The site is predominantly gravelled, indicating that it is not used for agricultural or animal-based activities. Accordingly, reverse sensitivity effects associated with farming operations, including noise, odour, or stock movements, are not anticipated.

The adjoining property accommodates a privately operated transport business. The primary activities on the site comprise office use and the storage of heavy vehicles associated with transport operations¹. While some noise may be generated by vehicle movements, this is not anticipated to differ materially from the existing traffic noise environment associated with main roads, where vehicle movements and associated noise levels are higher.

Residential activity is already anticipated in this location; the proposal primarily increases residential density rather than introducing a new sensitive activity. While a greater number of residents may be exposed to the existing environment, the nature and scale of potential effects are not expected to change. On this basis, reverse sensitivity effects, including noise impacts arising from the adjoining rural property, are not anticipated to be significant.

I also note the built form is sufficiently setback from the rear boundary being shared with 99A Robertson Street; The units are 15.305 m from the rear boundary, well exceeding the 1 m requirement which further mitigates any reverse sensitivity effects.

Overall, reverse sensitivity effects will be less than minor.

7.4 Conclusion

Overall, based on the preceding assessment, the effects of the proposed activity on the environment are less than minor.

¹ The site at 99A Robertson Street is owned by HWR Property Limited. On the New Zealand Business Register, HWR Property Limited is owned by H.W. Richardson Group Limited. There is a website linked for H.W. Richardson Group Limited which details the business operations which can be found via this link:

<https://www.hwr.co.nz/about-hwr>

8.0 Notification

8.1 Public Notification

Step 1 – Notification in certain circumstances

- The applicant does not request public notification.
- Public notification is not required under Section 95C.
- The application is not made jointly with an application to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

Step 2 - If not required by step 1, public notification precluded in certain circumstances

- The reasons for consent are not precluded by a rule or national environmental standard.
- The activity is not a boundary activity.

Step 3: If not precluded by step 2, public notification required in certain circumstances

- The application is not subject to a rule that requires public notification.
- In accordance with Section 95D, the adverse effects will be less than minor.

Step 4: Public notification in special circumstances

- Special circumstances do not exist as multi-unit residential complexes are not unusual or exceptional in the residential area.

8.2 Limited Notification

Step 1: certain affected groups and affected persons must be notified

- There are no affected protected customary rights groups.
- There are no affected customary marine title groups.

Step 2: if not required by step 1, limited notification precluded in certain circumstances

- The reasons for consent are not precluded by a rule or national environmental standard.
- The application is not for a controlled activity that requires a resource consent under a district plan (other than a subdivision of land).

Step 3: if not precluded by step 2, certain other affected persons must be notified

- The activity is not a boundary activity.
- There are no affected persons under Section 95E as per the assessment below.

Effects on Persons:

As outlined in **Section 4.3**, the applicant has provided the written approval by way of a sale and purchase agreement from the owner of 101 Robertson Street to the south of the site.

No other persons are considered to be affected by the proposal for the reasons set out in Section 7.3.2 above. This section concludes that any adverse effects on the residential environment are considered to be less than minor. Any effects on persons are also therefore considered to be less than minor.

Step 4: Limited notification in special circumstances

- Special circumstances do not exist as multi-unit residential complexes are not unusual or exceptional in the residential area.

8.3 Conclusion

Overall, it is considered that the proposal should be assessed on a non-notified basis.

9.0 Statutory Assessment

Section 104(1) of the Act requires that, when considering a resource consent application, the consent authority must have regard to the matters set out in subsections (1)(a), (ab), (b) and (c). These are addressed below.

10.0 Actual and Potential Adverse Effects

Section 104(1)(a) requires consideration of the actual and potential adverse effects. It is appropriate to consider the positive effects of the proposal at this section 104 stage.

Positive Effects

The proposal will increase residential density and contribute to housing affordability, while maintaining a bulk and scale that is comparable to what could be established on the site as a permitted activity.

Conclusion

Taking the positive effects into account and actual and potential effects which were addressed earlier in this report and therefore are not duplicated here, I conclude that the adverse effects of the proposal will be less than minor.

11.0 Draft Conditions

Section 104(1)(ab) requires that the consent authority to consider “any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity”.

The applicant volunteers the below conditions:

1. Prior to Section 224(c) certification, the consent holder must provide evidence the foundations for each allotment have been poured.

It is acknowledged that Council will recommend conditions in relation to the formation of access and car parking areas and in relation to service infrastructure design requirements and connections. It is anticipated the Council’s standard conditions will be applied.

It is requested that a copy of the draft conditions is provided in advance of a decision being made on the application. A Section 107G timeframe extension is agreed to for the time spent to review the draft conditions.

12.0 Statutory Documents

Section 104(1)(b) requires the consent authority to have regard to any relevant provisions of the following:

- a national environmental standard;
- other regulations;
- a national policy statement;
- a New Zealand coastal policy statement;
- a regional policy statement or proposed regional policy statement; and
- a plan or proposed plan.

An assessment of the relevant statutory documents that corresponds with the scale and significance of the effects that the proposed activity may have on the environment is provided below.

12.1 National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health

The National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS) came into force in 2012 and is a nationally consistent set of planning controls and soil contaminant values.

As discussed previously, the NES-CS does not apply to this development. The reasoning for this is outlined previously in this report and therefore is not duplicated here.

12.2 National Policy Statement for Urban Development 2020

The National Policy Statement for Urban Development 2020 (NPS-UD) seeks to assist in creating well-functioning urban environments by ensuring sufficient capacity for housing is enabled across New Zealand. Relevant to this application, the NPS-UD directs Council's to plan for and provide enough land for housing, as well as enabling intensification through higher density housing in desirable areas.

While Gore District is only a Tier 3 local authority, it is considered that Council is encouraged to provide sufficient development capacity over the short, medium, and long term.

Policy 1 of the NPS-UD encourages Council's to create urban environments that have a variety of homes which meet the needs in terms of type, price, and location while having good access to businesses, open spaces, and public and active transport. In this regard, the proposed development presents townhouse style residential units which are in demand. The proposal offers significant social and economic benefits for the Gore District by promoting high quality, compact, and afford housing options beyond typical detached dwelling with large sections. The development also achieves this outcome will still fitting within the outcomes sought for the zone with respect to bulk and scale.

Overall, the proposal is considered to be aligned with the direction of the NPS-UD and consistent with the relevant policies.

12.3 Southland Regional Policy Statement 2017

The Regional Policy Statement (RPS) for Southland establishes high level principles that the lower-level plans must achieve in terms of meeting the purpose of the RMA. While the Proposed Gore District Plan was prepared after the RPS, the Operative Gore District Plan predates the RPS, and therefore a brief assessment of the RPS is undertaken for completion.

Chapter 11 – Contaminated Land

The RPS seeks to avoid, remedy, and mitigate adverse effects on contaminated land (Objective CONTAM.2 and Policy CONTAM.2 and CONTAM.3). The site is not contaminated.

Chapter 15 – Infrastructure/Transport

This chapter is primarily concerned with regionally significant infrastructure to ensure it operates efficiently and is appropriately integrated with land use activities and the environment. The proposal will not impact upon regionally significant infrastructure and is considered to utilise the existing transport and infrastructure already available to the site.

Chapter 17 – Urban

This chapter seeks to ensure that urban development promotes positive environmental, social, economic, and cultural outcome, including promoting compact urban form and planning ahead for the expansion of urban areas. In this regard, the proposal is consistent with this chapter as the proposal seeks to provide high quality housing options for the Gore District resulting in significant benefits for social and economic development.

Conclusion

Overall, the proposal will be consistent with the relevant objectives and policies of the RPS.

12.4 Operative Gore District Plan

An assessment of the proposal against the relevant chapters in the Operative Gore District Plan has been provided below.

Assessments against similar and corresponding objectives and policies have been grouped together where appropriate.

Table 1: ODP Objective and Policies Assessment

Objectives and Policies	Assessment
Chapter 3 - Land Use Activities Framework	
Objective 3.3.1 Maintain and enhance the amenity values of the various localities within the District whilst respecting the different values and characteristics that exist within each area.	Consistent The proposal maintains and enhances local amenity values by responding appropriately to the mixed-use character of the surrounding area and respecting the different values and characteristics present. The scale, height, and layout of the development are compatible with the existing environment, and design measures such as setbacks, articulation, landscaping, and privacy controls ensure the quality of the environment is maintained. Overall, any adverse effects arising from the land use activity are appropriately managed and remain less than minor.
Objective 3.3.2 Ensure that the effects of land use activities do not adversely affect the quality of the environment and are compatible with the characteristics and amenity values of each locality.	
Policy 3.4.2 Control the adverse effects of land use activities on the environment.	
Objective 3.3.8 Avoid where practical the adverse effects of land use activities upon infrastructure.	Consistent The applicant is proposing new water and wastewater mains within the shared driveway. Site coverage is well below the minimum, limiting stormwater issues, and stormwater infrastructure will be installed in the shared access to capture stormwater runoff. All power and telecommunication connections will be installed underground.
Policy 3.4.12 Require any adverse effects of land use activities upon infrastructure to be rectified.	

Objectives and Policies	Assessment
Objective 3.3.7 Ensure that the effects of earthworks and other land disturbance are avoided, remedied or mitigated	Consistent Earthworks are unavoidable for the proposed development, which is recognised by Policy 3.4.10. The proposed earthworks will occur on a flat site to establish foundations, install services and form the access. Erosion and sediment control measures will be in place for the duration of earthworks.
Policy 3.4.10 Recognise that earthworks and disturbance of the ground is a necessary part of undertaking many activities.	
Policy 3.4.11 Ensure that the effects of earthworks and other land disturbance are avoided, remedied or mitigated.	
Chapter 5 – Transportation	
Objective 5.3.1 Sustain the potential of the transportation routes to meet the reasonably foreseeable needs of future generations	Consistent The proposal supports the ongoing function of the surrounding transportation network by ensuring that vehicle access, parking provision, and traffic movements can be safely and efficiently accommodated within the existing road environment. The design and layout of the access and parking areas avoid adverse effects on road safety or network efficiency, ensuring that the transportation routes continue to meet current and future demands.
Policy 5.4.1 Control the adverse effects of land use activities on transportation networks.	
Objective 5.3.3 Protect where practical the quality of the adjoining environment and amenity values from the adverse effects of the use of land transport routes.	Consistent Potential effects associated with land transport use, including noise, lighting, and vehicle movements, are mitigated through the placement of parking to the rear of the site, appropriate access design, and screening measures. As a result, any transport-related effects on the adjoining environment and amenity values are controlled where practical and remain less than minor.
Policy 5.4.2 Control, where practical, the adverse effects of land transportation networks and their use on the adjoining environment and amenity values.	

Objectives and Policies	Assessment
Chapter 8 - Subdivision	
Objective 8.3.1 To facilitate the orderly subdivision and development of land.	Consistent The proposal supports the orderly subdivision and development of land by utilising an efficient layout that aligns with the site's shape, existing infrastructure, and surrounding residential context.
Objective 8.3.2 To ensure that the size and shape of new allotments created, and the design standards for access and infrastructure, is suitable and appropriate for the location and future use of the land	Consistent The size and shape of the allotments is informed by the proposed residential development. The minimum lot sizes will be significantly less than the requirements of the plan, but this reflects the residential design and still provides for sufficient outdoor living space and building coverage requirements to be met.
Objective 8.3.5 To ensure land development and servicing is undertaken to Council's standards.	Consistent The consent holder will ensure that each unit has an individual connection to Council reticulation.
Policy 8.4.3 Require works associated with subdivision to be carried out in conformity with Council's standards.	
Objective 8.3.6 To avoid adverse effects on the Council's reticulated infrastructure services	Consistent The proposal avoids adverse effects on Council's reticulated infrastructure by connecting to existing services in a manner consistent with Council standards, ensuring capacity is not compromised and infrastructure is used efficiently. The subdivision has been designed to integrate with existing services, infrastructure, and the roading network without causing adverse effects on their functionality or capacity. All services are and will be underground.
Policy 8.4.2 Avoid adverse effects of subdivision on the functioning of existing services, infrastructure and roading.	
Policy 8.4.4 Encourage, where practical, the undergrounding of all services associated with the development of subdivided land	

Objectives and Policies	Assessment
Objective 8.3.8 Avoid adverse effects on water quality, including groundwater, from the development of subdivided land.	Consistent Earthworks associated with the subdivision will be undertaken in accordance with practical erosion and sediment control measures, ensuring water quality is protected.
Policy 8.4.5 Avoid any off-site effects of development of subdivided land.	Consistent The proposed subdivision and development have been designed to contain all associated effects within the site, ensuring no adverse off-site impacts on neighbouring properties or the surrounding environment.

Overall, the proposal is consistent with the relevant objectives and policies.

12.5 Proposed Gore District Plan

An assessment of the proposal against the relevant chapters in the Proposed Gore District Plan has been provided below.

Table 2: PDP Objective and Policies Assessment

Objectives and Policies	Assessment
General Residential Zone (GRZ)	
GRZ-01 Existing and future residential needs are met within the District.	Consistent The proposal represents a significant opportunity for new high-quality housing. The proposal provides an alternative typology to typical detached residential dwellings which promotes enhanced social and economic benefits for the district.
GRZ-02 The character and qualities of the General Residential Zone are maintained, including: 1. a built form of single and two-storey buildings; and 2. on-site outdoor living areas; and 3. a good level of daylight access and privacy on and between properties.	Consistent The proposed units will be two-storey with sufficient outdoor living and access to daylight and privacy within each future title.
GRZ-04 Development is provided with appropriate infrastructure and adverse effects on infrastructure networks are mitigated.	Consistent New service connections will be provided which will enable individual connections to units whilst making use of existing reticulation available within the surrounding environment.
GRZ-P1 Enable residential development which provides a range of housing typologies that are consistent with a compact urban character by managing the density of development and the scale of built form.	Consistent The proposal is consistent with the intent of providing a range of housing typologies that support a compact urban character through an efficient use of land. The development delivers smaller, well-designed residential units within a built form that remains compatible with the scale and character anticipated for the zone, with building height, setbacks, and site coverage all appropriately managed and compliant.
GRZ-P2 Encourage infill development and the redevelopment of older housing stock that maximises the efficient use of land in a way that is compatible with the scale and character of residential development anticipated by the zone.	

Objectives and Policies	Assessment
GRZ-P3 Enable a diverse range of residential unit types and sizes where: 1. They are compatible with the anticipated character and qualities of the zone. 2. outdoor living areas: a. are of a size and dimension that provides for the needs of residents; and b. have an appropriate relationship between open space and buildings; and c. are functional and directly accessible from main living areas; and 3. residential units and accessory buildings are located to: a. mitigate adverse effects of building height, bulk and location; and b. protect rivers and streams from inappropriate built form; and c. provide for a reasonable level of on-site privacy, and access to daylight	The proposal represents an infill redevelopment of land that makes more efficient use of the site without increasing visual dominance or compromising residential amenity, and therefore aligns with the anticipated form and function of residential development within the zone.
GRZ-P7 Ensure development is designed consistent with the capacity of existing infrastructure networks and, where practicable, incorporates low impact approaches to stormwater management	Consistent The site has access to multiple infrastructure networks within the surrounding environment, and the site layout is suitable for reticulated connections.
GRZ-P9 Avoid activities that are incompatible with the character, qualities and purpose of the General Residential Zone	Consistent For the reasons set out above, the proposal is considered to be compatible within the existing environment in which it is set. The proposal will not undermine the amenity or character of the zone particularly as the scale is similar to what could be established as permitted.

Objectives and Policies	Assessment
Subdivision (SUB)	
SUB-O2 Ensure subdivision achieves patterns of land development that are compatible with the purpose, function, character and qualities of each zone.	Consistent The proposed subdivision achieves a pattern of land development that is compatible with the purpose, function, character, and qualities of the zone. The scale and bulk of the development are comparable to, and in several respects less than, what could be established on the site as a permitted activity, particularly in terms of building height and overall massing. While the proposal does not meet the minimum density standards of the zone, this does not undermine compatibility with the surrounding environment, as the built form remains appropriate to the locality and does not result in increased visual dominance or amenity effects.
SUB-P1 Enable subdivision that creates allotments that can accommodate anticipated land use and are consistent with the purpose, character, and qualities of the applicable zone.	Consistent The proposed subdivision is consistent with the intent of creating allotments that can accommodate the anticipated land use and are appropriate to the purpose, character, and qualities of the zone. Although the allotments are smaller than the minimum size anticipated by the Plan, each lot will be specifically configured around an approved residential unit and, through the proposed amalgamation conditions, includes legal access, and on-site parking. This ensures that no vacant or undersized allotments are created that are incapable of accommodating residential development. The size, shape, access arrangements, and infrastructure provisions are therefore suitable for the location and future use of the land, and the subdivision gives effect to these policies in an effects-based manner. The lot sizes are suitable given they are associated with a development which is comparable in bulk and scale to what could be established as permitted.
SUB-P2 Require size and shape of new allotments created, and the provisions for access and infrastructure, to be suitable for the location and future use of the land.	

Objectives and Policies	Assessment
SUB-O3 Infrastructure required to serve the subdivision of land is provided in an integrated, efficient and co-ordinated manner. SUB-P7 Ensure subdivision is appropriately serviced and integrated with existing or planned infrastructure that is provided in an efficient, integrated and co-ordinated manner SUB-P9 Require the undergrounding of all services associated with the development of subdivided land, except...	Consistent Sufficient infrastructure will be provided to the site via new main which can enable individual connections to each unit as required. All services will be underground and will utilise existing infrastructure available nearby.
SUB-P4 Significant natural hazard risk is avoided and other natural hazard risk is managed and mitigated through mitigation measures such as compliance with lot density and minimum floor levels.	Consistent The site is not subject to any significant natural hazards.
SUB-P5 Ensure reverse sensitivity effects from subdivision are avoided or managed, including from adjacent land uses, railway lines and States Highways.	Consistent The proposed subdivision has been designed to avoid and appropriately manage potential reverse sensitivity effects arising from adjacent land uses. The site adjoins land used for non-residential activities; however, the separation distances, building setbacks, and orientation of the residential units ensure that future residents will not be unreasonably affected by the lawful operation of those activities. The subdivision does not introduce new sensitive activities into an environment where such effects cannot be adequately managed, and as a result, any reverse sensitivity effects will be avoided or remain less than minor.
SUB-P14 Enable infill residential development in the General Residential Zone where it meets density requirements and can accommodate a residential unit that can comply with District Plan rules and standards.	Inconsistent The proposal cannot meet the density requirements of the zone and therefore cannot be considered 'consistent' with this policy.

Objectives and Policies	Assessment
SUB-P21 Discourage non-compliance with minimum allotment sizes.	The proposal is partially inconsistent with the intent of enabling infill residential development that meets minimum density and allotment size requirements, as the subdivision results in allotments that are smaller than anticipated by the District Plan. However, the proposal is not contrary to these provisions, as each allotment is specifically designed to accommodate an approved residential unit that complies with the relevant built form standards, including height, setbacks, site coverage, and outdoor living requirements. Through the proposed amalgamation and access arrangements, the subdivision avoids the creation unbuildable lots and ensures an efficient and functional residential outcome. While the minimum allotment size standards are not met, the resulting development remains compatible with the zone's purpose and achieves an appropriate level of residential amenity. These policies should be considered in light of other relevant objectives and policies of the PDP, particularly the GRZ Chapter. As the proposal was considered to be consistent with the policy direction of the GRZ Chapter the proposal is not considered to be contrary to these policies.

Objectives and Policies	Assessment
Transportation (TRAN)	
TRANS-O1 A transport network is provided that is safe, effective, and efficient in moving people and commodities within, to, through and from the Gore District.	Consistent The proposal supports a transport network that is safe, effective, and efficient by ensuring that vehicle access, parking, and manoeuvring can be accommodated within the existing road environment without compromising network performance. The existing vehicle crossing is appropriately designed and located for the surrounding road context, with adequate sight distances and a low-speed environment that supports safe vehicle movements. The shared access and rear parking area are designed to meet minimum dimensional, surfacing, and drainage standards, and provide sufficient manoeuvring space to allow vehicles to enter and exit the site in a forward gear. Pedestrian safety and accessibility are also provided for through clear separation between vehicle access and building entrances. Overall, the location and design of the land transport infrastructure ensure that transport-related effects are appropriately managed and remain consistent with the safe and efficient operation of the wider transport network.
TRANS-P7 Provide for a transport network that is safe and accessible to all people in the community, including the young and old and those with impairments or disabilities, by requiring the provision of appropriately designed and located foot and cycle paths, vehicle parking and vehicle crossings.	
TRANS-P8 Provide for a safe and efficient transport network by ensuring location, design and construction standards for land transport infrastructure are met that require: 1. vehicle crossings to be located and have appropriate separation and sight distances for the type of road, speed environment and proximity to intersections and/or existing vehicle crossings; 2. visibility to be maintained at railway crossings and road intersections; 3. minimum dimensions and formation standards for the category and type of road, intersection, access or crossing; 4. surfacing and drainage of roads, private access ways and vehicle crossings; 5. manoeuvring space for vehicles access and parking areas.	
TRANS-O2 The function and operation of the transport network is not compromised by land use activities and subdivision development.	Consistent The proposed land use and subdivision will not compromise the function or operation of the transport network. Vehicle movements generated by the development can be safely accommodated within the capacity and design of the surrounding local road network, without creating safety or efficiency issues. The site

Objectives and Policies	Assessment
TRANS-P9 Manage the direct access to and from sites adjoining heavy traffic by-pass routes and high speed and movement roads, and where the type, location and/or frequency of vehicle movements to and from the site has the potential to create a hazard for users of the road, including pedestrians, to ensure that these do not adversely affect the safety and efficiency of the transport network.	does not adjoin a heavy traffic by-pass route or high-speed road, and vehicle access is provided via an existing crossing on a low-speed local street. The type, location, and frequency of vehicle movements are therefore appropriate to the road environment and will not create hazards for road users, including pedestrians. Overall, transport effects associated with the proposal are appropriately managed and remain less than minor.

12.6 Weighting and Conclusion

Overall, the proposal is consistent with the relevant objectives and policies under the ODP and is consistent with the majority of the objectives and policies of the PDP with the exception of SUB-P14 and SUB-P21 which the proposal will be inconsistent with, but not contrary to.

It is noted that if land use consent were obtained first and the subdivision were applied for at a later stage, there would be no inconsistencies with the objectives and policies of the PDP in relation to the land use. In that scenario, the buildings would form part of the existing environment at the time of subdivision, and no physical or technical changes to the development would occur at the subdivision stage. Any perceived “inconsistencies” would therefore not arise, as the built form would already exist. Accordingly, the matter is one of timing rather than substance.

While the proposal will not be consistent with all the objectives and policies of the subdivision section of the PDP, it is considered appropriate in this case to provide substantially greater weight to the objectives and policies of the ODP in this case.

This is because decisions have not yet been released for the objectives and policies under the PDP and therefore, they have not been adequately tested or considered and are subject to future change.

Overall, the proposal is considered to be consistent with the ODP which holds substantially greater legal weight at the time of lodging this application.

13.0 Other Matters

13.1 Precedent and Plan Integrity

The proposed development seeks consent for four residential units on a site where two units could be established as a permitted activity under the Operative District Plan (ODP). While the proposal exceeds the permitted density standard, it does not undermine plan integrity nor create an undesirable precedent as discussed below.

This proposed development is similar in nature to other developments which have been approved by Gore District Council². Furthermore, the activity status is discretionary, rather than non-complying so the proposal is not out of line with the intent of the plan. The matter of precedent and plan integrity has been included for completion.

The site is located in proximity to recreation and rural zones, within an area characterised by a mixed-use environment rather than a predominantly low-density residential setting. The surrounding context includes activities such as a sporting complex located across the road, schools, including Maruawai College Junior Campus, and nearby industrial and commercial activities that provide employment opportunities. In this context, higher-density residential development is appropriate and beneficial, as it supports efficient land use, takes advantage of proximity to recreational facilities and employment areas, and encourages more active and sustainable modes of transport.

The granting of consent for this proposal would therefore be specific to the particular site and design response and would not establish a precedent for increased density on surrounding properties. Any future proposals would continue to be assessed on their own merits, against the relevant objectives, policies, and assessment criteria of the ODP.

The proposal will not undermine plan integrity and will not create an undesirable precedent.

² LUC24003 was granted on 24 September 2024 for a multi-unit development with three units, and subsequent subdivision where the density was breached.

14.0 Part 2 of the RMA

The consideration under Section 104 of the RMA is subject to Part 2 of the RMA (Purpose and Principles).

The purpose of the RMA is to ensure that natural and physical resources are managed in a sustainable manner.

Section 5 seeks to manage the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations, safeguarding the life-supporting capacity of air, water, soil, and ecosystems and avoiding, remedying, or mitigating any adverse effects of activities on the environment.

Section 6 seeks all persons exercising functions and powers under the RMA, in relation to managing the use, development, and protection of natural and physical resources, shall recognise and provide matters of national importance.

Section 7 relates to managing functions and powers in relation to the use, development and protection of natural and physical resources. Those relevant to this application include:

- (a) *kaitiakitanga*
- (aa) *the ethic of stewardship*
- (b) *the efficient use and development of natural and physical resources.*
- (d) *the maintenance and enhancement of amenity values:*
- (f) *maintenance and enhancement of the quality of the environment:*
- (g) *any finite characteristics of natural and physical resources:*

Section 8 seeks that the principles of the Treaty of Waitangi are taken into account when managing natural and physical resources.

The proposal is consistent with Part 2 because the proposal is in accordance with the direction of the relevant statutory documents and for the reasons outlined earlier in this report.

15.0 Conclusion

Overall, having regard to the assessment above, the proposed four-unit residential development and associated subdivision will result in adverse effects that are less than minor. While the proposal does not comply with certain density and subdivision standards of the Operative Gore District Plan, the scale, height, and built form are comparable to, and in several respects less than, what could be established on the site as a permitted activity.

The development has been carefully designed to respond to the mixed-use receiving environment, which is characterised by nearby recreation, rural, commercial, and industrial activities rather than a predominantly low-density residential context. Effects on streetscape amenity, residential character, privacy, transport, infrastructure, earthworks, and reverse sensitivity have been appropriately avoided or mitigated through building design, setbacks, screening, landscaping, and the provision of adequate servicing and parking.

The proposal provides a more efficient use of land by delivering smaller, well-designed residential units that improve housing affordability and contribute to housing diversity, without increasing scale or bulk beyond what is anticipated by the planning framework. When assessed against the permitted baseline and the relevant statutory provisions, the proposal is considered appropriate for the site and surrounding environment.

Accordingly, it is considered that the proposal is consistent with the purpose and principles of the RMA, and that resource consent can be granted subject to appropriate conditions.

Appendix A

Record of Title



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier 1225801
Land Registration District Southland
Date Issued 11 November 2025

Prior References
SL186/99

Estate Fee Simple
Area 984 square metres more or less
Legal Description Lot 1 Deposited Plan 608380
Registered Owners
Masonbuilt Properties Limited

Interests
13461390.4 Mortgage to Basecorp Finance Limited - 9.12.2025 at 11:14 am

LAND TRANSFER ACT, 1952.

Land Transfer Office
 Received: 14-9-1954 No. 4811
 Title Ref. 113/1
 Referred to Draughtsman 15-9-54

Deposited this 15 day
 of October 1954
 District Land Registrar.

The Gore Borough Council hereby consents to that part of the subdivision in the Borough of Gore shown hereon for the purpose of Section 332 of the Municipal Corporations Act 1933.

In witness whereof the Common Seal of the said Council was hereunto affixed this 16th day of August 1954 in the presence of


 Mayor
 Leo P. Schmidt
 Councillor

Town Clerk
 D. H. Grieve

PT. 25

D.P. 5263
BOROUGH

OF GORE

COUNTY OF SOUTHLAND

S. O. 803

18 19

D. P. 181

C. T. 54/256
R.H. & E. Jeffers

CHARLTON ROAD

Plan of Subdn. of Pt. Section 58 (D.P. 1834)

Comprised in C.T. 113/1

SURVEY DIST. & BLK. LXXII. HOKANUI. S. D. (Tp. of Gore Extn. No. 25)

LAND DIST. Southland. LOCAL BODY Gore Borough & Southland County.

Scale: 1 Chain to 1 inch. Surveyed by L.W. Ironside. Date: June 1954.

I, L.W. Ironside, of the said County of Southland, Registered Surveyor and a holder of an annual practising certificate, do solemnly and sincerely declare that this plan has been made from surveys executed by me; that both plan and survey are correct, and have been made in accordance with the regulations under the Surveyors Act, 1938.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Justices of the Peace Act, 1927.

Declared at Gore on this 21st day of June 1954

before me

L.W. Ironside
Registered Surveyor

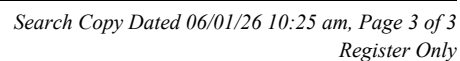
Justice of the Peace, (or Solicitor, or Notary Public.)

L. I. Draughtsman

Approved,
L. J. Blondell
Applicant (or Registered Owner)

4811

R. E. OWEN, Government Printer, Wellington.



Appendix B

Sale and Purchase Agreement

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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

DATE: 18 August 2025

VENDOR:

Stephen David McStay & Gretchen Louise McStay

PURCHASER:

Masonbullt Properties Limited

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement:
If "Yes", Schedule 1 must be completed by the parties.

Yes/No

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes:
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended.

Vendor Yes/No

Purchaser/Purchaser's Nominee Yes/No

PROPERTY

Address: Lot 1 101 Robertson Street, Gore, Gore District

Estate: FREEHOLD

STRATUM IN LEASEHOLD

LEASEHOLD

CROSS-LEASE (FREEHOLD)

STRATUM IN FREEHOLD

CROSS-LEASE (LEASEHOLD)

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description: Title Plan Attached

Area (more or less):

984m²

Lot/Flat/Unit:

1

DP:

608380

Record of Title (unique identifier):

1226801 To be issued

Copyright

May 2023

PAYMENT OF PURCHASE PRICE

Purchase price: \$ 170,000-

\$180,000

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 13.0):

Deposit (refer clause 2.0): \$ See further terms of sale clause 23.0

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

(1) By payment in cleared funds on the settlement date which is: see further terms of sale clause 24.0

OR

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

Interest rate for late settlement:

14% p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date: 15 working days from the date of this agreement

LIM required (clause 9.3):

Yes/No

LIM date:

Building report required (clause 9.4):

Yes/No

Building report date:

Toxicology report required (clause 9.5):

Yes/No

Toxicology report date:

OIA consent required (clause 9.6):

Yes/No

OIA date (clause 9.8):

Land Act consent required (clause 9.7):

Yes/No

Land Act date (clause 9.8):

TENANCIES

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

Yes/No

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.
Release date: 9 May 2023

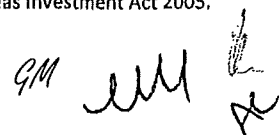
© AUCKLAND DISTRICT LAW SOCIETY INC. & REAL ESTATE INSTITUTE OF NEW ZEALAND INC. All Rights Reserved. See full terms of copyright on the back page.

GENERAL TERMS OF SALE

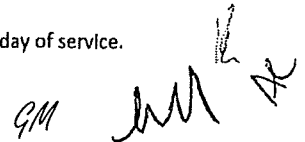
1.0 Definitions, time for performance, notices and interpretation

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 Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or 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 (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "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.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "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.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (34) "Rules" means body corporate operational rules under the Unit Titles Act.



- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (37) "Settlement date" means the date specified as such in this agreement.
- (38) "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 settlement date.
- (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (43) "Unit title" means a unit title under the Unit Titles Act.
- (44) "Unit Titles Act" means the Unit Titles Act 2010.
- (45) "Working day" means any day of the week other than:
- Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - If Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
 - the day observed as the anniversary of any province in which the property is situated;
 - the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - any other day that the Government of New Zealand declares to be a public holiday.
- A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:
- the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - 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.
- 1.3 Time for Performance
- Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
 - Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
 - Where two or more acts done pursuant to this agreement, including service of notices, 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 clause 1.3(2).
- 1.4 Notices
- The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
- All notices must be served in writing.
 - 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.
 - All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - on the party or on the party's lawyer:
 - by personal delivery; or
 - by posting by ordinary mail; or
 - by email; or
 - in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
 - In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - In the case of personal delivery, when received by the party or at the lawyer's office;
 - In the case of posting by ordinary mail, on the third 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 lawyer's office;
 - In the case of email:
 - when sent to the email address provided for the party or the party's lawyer on the back page; or
 - any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - If no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
 - 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 lawyer's office;
 - In the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
 - Any period of notice required to be given under this agreement shall be computed by excluding the day of service.



1.5 Interpretation and Execution

- (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 or disclosed but unidentified 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.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

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 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 the latest of those of the following matters which are applicable to this agreement:
 - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
 - (3) where the property is a unit title:
 - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
 - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
 - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
 - (4) this agreement is:
 - (a) cancelled pursuant to clause 6.2(3)(c); and/or
 - (b) avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

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 settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, 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 settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. 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 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 lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.



- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 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 clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

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 any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such 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 clause, 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; and
 - (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 clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
 - (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 lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement 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 settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, 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 clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 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 clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomes 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 incomes, 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 clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 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) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If:
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by 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 (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date 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 shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If:
- (1) the property is a unit title; and
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (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 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth 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 tenth working day after the later of the date on which:

- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) If the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and Insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 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 settlement 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 settlement 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 settlement 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 which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is 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 exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 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 settlement date.
- 6.2 (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 settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, 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 title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 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.
- 6.3 In the event of cancellation under clause 6.2(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 whatsoever.
- 6.4 (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 use covenant;
 - in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be):
- then the purchaser may requisition the title under clause 6.2 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 an amendment to the unit plan, 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.
- 6.5 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.

7.0 Vendor's warranties and undertakings

- 7.1 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.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
 - All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

- (4) 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.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) 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;
 - (b) the building has a current building warrant of fitness; and
 - (c) 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.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, 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.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) 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.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) 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.
 - (2) 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 settlement.
 - (3) 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.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

8.0 Unit title and cross-lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
 - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (5) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
 - (6) 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.
 - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

- (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
- the transfer of the whole or any part of the common property;
 - the addition of any land to the common property;
 - the cancellation of the unit plan;
 - the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
 - any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
 - a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
 - All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
 - The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
 - if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures – Cross-Leases and Unit Titles
- Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
 - in the case of a cross-lease title, any required lessors' consent; or
 - in the case of a unit title, any required body corporate consent;
 the purchaser may demand within the period expiring on the earlier of:
 - the tenth working day after the date of this agreement; or
 - 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.
 - Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

- 9.1 Finance condition
- If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
 - If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.
- 9.2 Mortgage terms
- 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.
- 9.3 LIM condition
- If the purchaser has indicated on the front page of this agreement that a LIM is required:
 - that LIM is to be obtained by the purchaser at the purchaser's cost; and
 - this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
 - If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably 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 LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.

- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third 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 fifth 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 clause 9.10(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.
- 9.4 Building report condition
- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
 - (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
 - (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
 - (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
 - (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 9.5 Toxicology report condition
- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
 - (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
 - (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
 - (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
 - (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
 - (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.
- 9.6 OIA consent condition
- (1) 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 OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.
 - (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.
- 9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.
- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
- 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.
- 9.10 Operation of conditions
- 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.

10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
 - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) 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 for the time being of the Auckland District Law Society;
 - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or 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 settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;



- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the 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; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet all or some the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.
- 11.0 Notice to complete and remedies on default**
- 11.1 (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.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able 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.
- 11.2 Subject to clause 11.1(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.
- 11.3 (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 clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(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 clause 11.4(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;
 - (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 shall be retained by the vendor.



- 11.5 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.
- 11.6 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.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 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, willing, and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 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.

13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 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 settlement 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; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 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.
- 13.3 (1) Without prejudice to the vendor's rights and remedies under clause 13.1, 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 clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.

- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
- (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
- (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).
- 15.0 Supply of a Going Concern**
- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (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 0%.
- 15.2 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 13.0 of this agreement shall apply.
- 16.0 Limitation of Liability**
- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.
- 17.0 Counterparts**
- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.
- 18.0 Agency**
- 18.1 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 has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

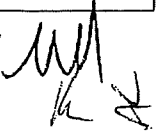
20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition, date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

FURTHER TERMS OF SALE

See further terms Appendix A



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Further Terms of Sale

Background

- A. The Vendor owns the property presently contained in RT 1225801 (**Head Title**) and has procured a resource consent from the Gore District Council (**Council**) to subdivide the property in general conformity with the scheme plan annexed as Schedule 1 (**Scheme Plan**).
- B. The Purchaser acknowledges that this agreement is subject to the terms and conditions contained below.

Further terms

21. Definitions

21.1 For the purposes of this agreement:

- (a) **Property** means the property highlighted on the Scheme Plan, being Lot 1 DP 4811 of 0.0984 ha more or less (subject to survey).
- (b) **Unconditional** means the point in time when the conditions contained in, as applicable, clauses 9.1, 9.3, 9.4, whichever is the later, leaving the agreement conditional solely on the issue of title (clause 21.3).

22. Vendor's Subdivision

- 22.1 It is acknowledged that the resource consent SC 24028, for the creation of Lot 1 DP 4811 has been issued (**Resource Consent**) and the Vendor will subdivide the property contained in the Head Title in general accordance with the Resource Consent (**Subdivision**).
- 22.2 It is acknowledged that LT Plan 608380 has been approved by LINZ, and the Vendor is to obtain the s223 and 224c certification from the Gore District Council.
- 22.3 The Vendor gives no warranty as to the date when the plan will deposit, nor as to if and/or when the new title for the Property will be issued by LINZ.
- 22.4 This agreement is conditional on a separate record of title issuing in respect of the Property.

23. Deposit

- 23.1 For the purposes of this clause, "Stakeholder" means Bannerman Cruickshank Pryde.
- 23.2 A deposit of 10% of the Purchase price is payable upon issue of title, to the trust account of the Stakeholder.

Deposit on Cancellation

- 23.3 If this Agreement is validly cancelled, other than in the event of the purchaser's default, in accordance with its provisions, or pursuant to the provisions of sections 225(2)(a) or 225(2)(b) of the Resource Management Act 1991, the Purchaser will be entitled to the return of any deposit paid together with net interest earned thereon,

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and apart from the obligation to make such payment, neither party will have any right or claim against the other as a result of such cancellation.

23.4 If this Agreement is cancelled as a result of the Purchaser's default, then without prejudice to any other remedies the Vendor might have against the Purchaser, the deposit and the net interest will be paid to the Vendor.

23.5 The deposit will be held by the Stakeholder in its trust account on interest bearing deposit in the name of the Vendor and the Purchaser:

(a) until the settlement (being the date calculated pursuant to clause 23.1), at which time the deposit and all of the net interest earned thereon will be released to the Vendor; or

(b) until this Agreement is validly cancelled, at which time the deposit and all of the net interest earned thereon will be released to the party entitled to it.

Stakeholder

23.6 The Stakeholder will not be liable to any party by reason of any delay in investing the deposit or any part of it or any failure on the part of the bank, or any costs deducted by the bank or the Stakeholder for handling the Deposit or any interest thereon.

24. Settlement

24.1 The balance of the Purchase price shall be paid by the Purchaser to the Vendor on the 15th working day after the Vendor gives the Purchaser written notice that a search copy of the title (as defined by s 60 of the Land Transfer Act 2017) for the new record of title for the Property is available, which will be the "settlement date" for the purposes of this agreement, and possession shall be given and taken concurrently with the said payment.

25. Sunset Clause

25.1 This agreement is conditional upon a new record of title for the Property being issued by 5pm on the date that is **28th November 2025** from the date of this Agreement (**Sunset Date**). If the new record of title is not available by the Sunset Date, then either party may, at any time from the Sunset Date, cancel this Agreement by giving written notice of such cancellation to the other party.

25.2 This clause is inserted for the benefit of both the Vendor and Purchaser.

25.3 Where this Agreement is cancelled in accordance with clause 24.1, neither party shall have any right or claim against the other arising from this agreement or its termination, save for the Purchaser being entitled to the refund of the Deposit paid, if any, together with the net interest thereon.

26. Completion of Subdivision

26.1 The Vendor will at its cost and with all reasonable expediency carry out all such works as are necessary to deposit a plan of subdivision with Land Information New Zealand that conforms with the resource consent held, subject to the terms of this agreement. The Purchaser will not be entitled to a transfer of the Property or to call for title of the Property until the plan has been deposited.

A handwritten signature in black ink, appearing to be 'G.M. K.' followed by a flourish.

- 29.4 The Purchaser shall indemnify the Vendor against all costs claims or other liabilities whatsoever incurred or arising as a result of the execution by the Vendor of a withdrawal of caveat in accordance with the last provision.

Damages for breach of clause 28.1

- 29.5 If the Purchaser registers a caveat in breach of clause 28.1, the Vendor shall be entitled to damages representing costs incurred by the Vendor in the removal of the caveat.

30. Title

Existing interests on title

- 30.1 The Property is sold subject to all existing easements, reservations, interests, memorials and exceptions of any kind shown on the present title, unless removed or varied prior to the settlement date by the Vendor, and the Vendor shall be entitled to do so in the Vendor's absolute discretion, and the Purchaser is deemed to have accepted the Vendor's title.

Further interests to be created

- 30.2 The Vendor reserves the right to alter the plan and/or grant or create any easements (on such terms as are prepared by the Vendor's solicitors), rights of way, consent notices, registered building platforms, building line restrictions or other encumbrances or covenants (restrictive or otherwise) or memorials (**Interests**) which it may be obliged by the Council to grant or create in order to obtain a deposit of the plan of Subdivision. The Purchaser agrees to take title subject to these Interests.
- 30.3 The Purchaser must execute all documents and do everything that may be required to obtain the deposit of the plan of Subdivision.
- 30.4 The Purchaser may not requisition the title because of any such alteration, or Interests nor shall the Purchaser be entitled to any compensation.

Limited right to alter the plan

- 30.5 The Vendor's right to alter the configuration of the Property sold pursuant to this Agreement and identified on the attached plan is limited to:
- (a) the extent necessary to comply with the conditions of Subdivision consent or any requirements of the Council or LINZ; and
 - (b) such other alterations that in the Vendor's reasonable opinion do not materially devalue the Property.

31. Subdivision Works

Right of access

- 31.1 The Vendor and the Vendor's surveyors, engineers, contractors or workmen shall have the right, before settlement, to enter the Property and do such work as shall, in the opinion of the Vendor or the Vendor's engineers or contractors, be necessary or desirable to complete the Subdivision works.

Handwritten signature and initials in the bottom right corner of the page.

27. Measurements are subject to final calculation and check

- 27.1 All measurements and areas are subject to check by the Vendor's surveyor, the Council or LINZ and to any variation which may be found necessary upon such check or which the Council or LINZ may require.
- 27.2 The Purchase Price will not be adjusted if there is any alteration in the area or in any other dimension because of any check by the Vendor's Surveyor, Council or LINZ, nor will the Purchaser be entitled to any other form of compensation. Provided, however, that if the overall area of the Property on issue of title is reduced by more than 5% of the area stated on the Scheme Plan annexed hereto, the Purchaser may cancel this agreement by written notice to the Vendor within two (2) working days of being provided with a search copy of the record of title (time being of the essence). If the Purchaser fails to provide the requisite notice within the time frame stated in this clause, they will be deemed to accept the record of title as issued.

28. No warranties by or on behalf of the Vendor other than those in this Agreement

- 28.1 The Purchaser acknowledges that the Purchaser has inspected the Property and that the Purchaser purchases the same solely in reliance upon the Purchaser's own judgement and not upon any representation or warranty made by the Vendor or any agent of the Vendor, unless recorded in this agreement.
- 28.2 The Purchaser is deemed to have made all enquiries appropriate in order to ascertain the use to which the Property may be put and any performance standards which may be applicable to the Property either by reason of the Resource Management Act 1991, any Transitional Plan, Proposed Plan, or Operative Plan compiled pursuant to the Resource Management Act 1991 or any other Act, Regulation, bylaw or other authority of any sort.

29. Caveat

Purchaser must not lodge caveat

- 29.1 The Purchaser must not lodge a caveat against the Vendor's title before the deposit of the Vendor's plan of Subdivision. This is an essential stipulation for the purposes of the Contract and Commercial Law Act 2017.
- 29.2 If the Purchaser does register a caveat in breach of this clause the Vendor shall be entitled to:
- (a) cancel this Agreement and, without prejudice to any other rights and remedies of the Vendor, retain the deposit; or
 - (b) require the Purchaser to remove the caveat; or
 - (c) require the Purchaser to consent to the registration of any instrument creating or evidencing any easement, reservation, mortgage or other encumbrance which the Vendor is entitled to create or grant in terms of this Agreement at the cost in all things of the Purchaser including any costs or expenses incurred by the Vendor in or about the obtaining of such removal or consent.
- 29.3 The Vendor is irrevocably appointed agent of the Purchaser for the purposes of Section 144 of the Land Transfer Act 2017 and may sign a withdrawal of the caveat or consent to the registration of any document on behalf of the Purchaser.

A handwritten signature in black ink, appearing to be 'G M Luyk', with a small 'A' or similar mark to the right.

The Vendor may alter the topography of the Property

- 31.2 The Vendor will carry out whatever earthworks or other works are necessary or desirable in order to comply with the conditions of the Resource Consent or otherwise complete the Subdivision in accordance with the Vendor's design.

Completion of Subdivision Works

- 31.3 For the avoidance of doubt, the issue by the Council of a section 224(c) Certificate under the Resource Management Act 1991 shall be conclusive evidence that the Vendor has completed all of its obligations under this Agreement in terms of the Vendor's physical Subdivision works.

32. Assignment

- 32.1 The Purchaser shall on any assignment, transfer or other disposition of the Property or the Purchaser's interest in this Agreement (the **Sale Agreement**) include in the Sale Agreement the Vendor's and the Purchaser's rights and obligations set out in this Agreement.

33. Entire Agreement

- 33.1 This Agreement (including the documents and instruments referred to) shall supersede all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter and shall constitute the entire complete and exclusive agreement and understanding between the parties.
- 33.2 The Purchaser irrevocably and unconditionally waives any right the Purchaser may have to claim damages for any misrepresentation, arrangement, understanding or agreement not contained in this Agreement or for any breach of any representation not contained in this Agreement (unless such misrepresentation or representation was made fraudulently).
- 33.3 These further terms take precedence in the event of conflict with any other provision of the Agreement.

- 34.0 The Vendor and owners of Lot 2 LT608380 will agree to any building and subdivision consents the Purchaser may require their agreement for, for the future development of Lot 1 on LT608380.

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Title Plan - LT 608380

Survey Number	LT 608380
Surveyor Reference	16549 McStay
Surveyor	Benjamin Joseph Wilson
Survey Firm	Clark Fortune McDonald & Associates
Surveyor Declaration	

Survey Details

Dataset Description	Lots 1 & 2 Being Subdivision of Lot 4 DP 4811		
Status	Initiated		
Land District	Southland	Survey Class	Class A
Submitted Date		Survey Approval Date	
		Deposit Date	

Territorial Authorities

Gore District

Comprised In

RT SL186/99

Created Parcels

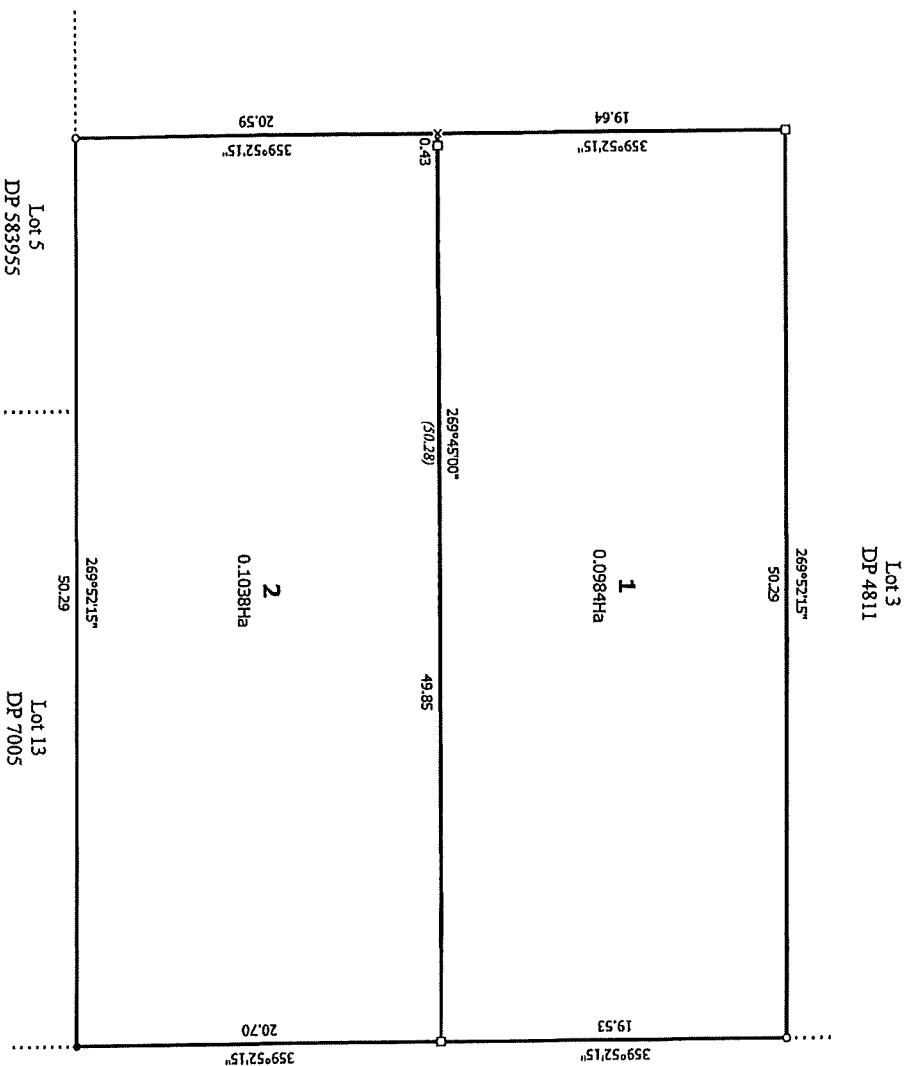
Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 608380	Fee Simple Title	0.0984 Ha	1225801
Lot 2 Deposited Plan 608380	Fee Simple Title	0.1038 Ha	1225802
Total Area		0.2022 Ha	

Handwritten signature



Wayland Street West
W

Diag. A



T 1/1

SCHEDULE 1**(GST Information – see clause 14.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor	
1(a) The vendor's registration number (if already registered):	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

GM K. M. A. M.

SCHEDULE 2**List all chattels included in the sale**

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

Stove ()	Rangehood ()	Wall/under bench oven ()	Cooktop ()
Dishwasher ()	Kitchen waste disposal ()	Light fittings ()	Smoke detectors ()
Burglar alarm ()	Heated towel rail ()	Heat pump ()	Garage door remote control ()
Garden shed ()	Blinds	Curtains	Drapes
Fixed floor coverings	Bathroom extractor fan		

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

SCHEDULE 3**Residential Tenancies**

Name of Tenant(s):

Rent:

Term:

Bond:

Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:



WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor must provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

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

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- (a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- (b) they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

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

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

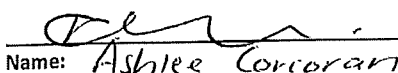
Signature of Purchaser(s):



Name: K Corcoran

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney~~*

If no option is deleted, the signatory is signing in their personal capacity

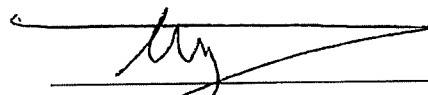


Name: Ashlee Corcoran

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney~~*

If no option is deleted, the signatory is signing in their personal capacity

Signature of Vendor(s):



Name: Stephen McStay

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney~~*

If no option is deleted, the signatory is signing in their personal capacity

Gretchen McStay 8/08/2025

Name: Gretchen McStay

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney~~*

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- (i) a Power of Attorney – please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].



AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

VENDOR:

Stephen David McStay & Gretchen Louise McStay

Contact Details: 19 Mitre Street

Gore 9710
Email: mcstays2@gmail.com
Ph: 0276163099

VENDOR'S LAWYERS:

Firm: BANNERMAN CRUICKSHANK PRYDE

Individual Acting: Julie Hewlett

Email: julie.hewlett@cplaw.co.nz

Contact Details:

Ph: 03 209 0195

Email address for service of notices (clause 1.4): gore@cplaw.co.nz

PURCHASER:

Masonbuilt Properties Limited

Contact Details: 7 Seymour Street

Gore 9710
Email: k.corcoran@exteriorcreations.co.nz
Ph: 0276999044

PURCHASER'S LAWYERS:

Firm: Smith Wood & Woods

Individual Acting: Lisa Grace

Email: lisa.grace@swwlaw.co.nz

Contact Details:

Ph: 032089184

Email address for service of notices (clause 1.4): info@swwlaw.co.nz

SALE BY LICENSED REAL ESTATE AGENT: Nicole Cronin Realty
Ray White Gore

Manager: Nicole Cronin

Salesperson: Janine Johnstone

janine.johnstone@raywhite.com (027 646 4250)

Second Salesperson:

Contact Details: Ph: 03 208 9490
gore.nz@raywhite.com
37 Main Street
Gore 9710

Licensed Real Estate Agent under Real Estate Agents Act 2008

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Handwritten signatures and initials.

CONSENT BY VENDOR PRIOR TO ENTRY INTO CONTRACT

PROPERTY ADDRESS: Lot 1 101 Robertson St Gore

CONSENTS S & G McStay

I/We as Vendor(s) of the property located above hereby confirm that prior to entering into and signing the Agreement for Sale and Purchase/Tender/Auction Agreement that:

1. We were given a copy of an Approved Guide issued by the Real Estate Agents Authority; and
2. We then entered into the Agreement for Sale and Purchase/Tender/Auction Agreement as Vendor(s).
3. That neither the Purchaser (or any party associated with the Purchaser) is a person who is an agent or employee of the Licensee Agent/Salesperson.

I/We further acknowledge that at the time we entered into this Agreement for Sale and Purchase/Tender/Auction Agreement we did so freely and voluntarily, without any influence or duress, and we confirm that we were offered the right of legal advice before entering into the same.

(Vendor Initials) GM SM

DISCLOSURES (Licensee Agent/Salesperson to delete if not relevant)

Relationship Disclosure - I/We acknowledge that any relationship that may exist between the Purchaser (or any party associated with the Purchaser) and the Licensee Agent/Salesperson was disclosed to us prior to entering into and signing the Agreement for Sale and Purchase.

Related Party Transaction - I/We acknowledge that we were advised that the provisions of section 134 of the Real Estate Agents Act 2008 do/do not apply (Licensee Agent/Salesperson to delete if not relevant).

Further Disclosures - I/We further acknowledge that the following matters (if any) were specifically disclosed to us prior to entering into and signing the Agreement for Sale and Purchase/Tender/Auction Agreement.

Purchaser a developer. will subdivide section again and is wanting
assurances resource consent will be signed as you are neighbours.

SIGNED

Gretchen McStay 8/08/2025

Vendor: _____

Date: / /20 at am/pm

Stephen McStay 15/08/2025

Vendor: _____

Date: / /20 at am/pm

Licensee Agent/Salesperson: J. Johnson

Date: 5 / 8 /2025 at 2 am/pm

CONSENT BY PURCHASER PRIOR TO ENTRY INTO CONTRACT

PROPERTY ADDRESS: Lot 1 101 Robertson St Gore

CONSENTS Masonbuilt Properties Ltd

I/We as Purchaser(s) of the above property hereby acknowledge that prior to entering into and signing the Agreement for Sale & Purchase / ~~Tender~~ / ~~Auction~~ Agreement that:

1. I/We were given a copy of an Approved Guide issued by the Real Estate Agents Authority; and
2. I/We then entered into the Agreement for Sale & Purchase / ~~Tender~~ / ~~Auction~~ Agreement as Purchaser(s).
3. I/We were advised that neither the Owner (nor any party associated with the Owner) is a salesperson or employee of the Real Estate Agent.

(Purchaser(s) Initials) _____

DISCLOSURES (Licensee Agent/Salesperson to delete if not relevant)

Relationship Disclosure - I/We acknowledge that any relationship that may exist or existed between the Owner (or any party associated with the Owner) and the Agent, was disclosed to us prior to entering into and signing the Agreement for Sale & Purchase / ~~Tender~~ / ~~Auction~~ Agreement.

Related Party Transaction - I/We acknowledge that we were advised that the provisions of Section 134 and or 136 of the Real Estate Agents Act 2008 do / do not apply (Agent to delete).

Multi-Offer - I/We further acknowledge that if we are entering into a multiple offer situation for the purchase of the property that we were advised of the terms upon which we may enter into the multiple offer situation, that it should be our best offer, and that we may be unsuccessful if our offer is not accepted.

Further Disclosures - I/We acknowledge that the following matters (if any) were specifically disclosed to us prior to entering into and signing the Agreement for Sale & Purchase / ~~Tender~~ / ~~Auction~~ (and/or sections 134 or 136).

Title to be issued. Services yet to be connected

Acknowledgement

I/We further acknowledge that we were advised of the Agency's in-house complaints process, and at the time we entered into this Agreement for Sale & Purchase / ~~Tender~~ / ~~Auction~~ Agreement we did so freely and voluntarily, without any undue influence or duress, and we confirm that, and were recommended to obtain legal advice and offered the right of other technical / specialist advice before entering into the same.

SIGNED

Purchaser: _____

Date: 1 / 8 /2025 at 1 am/pm

Purchaser: _____

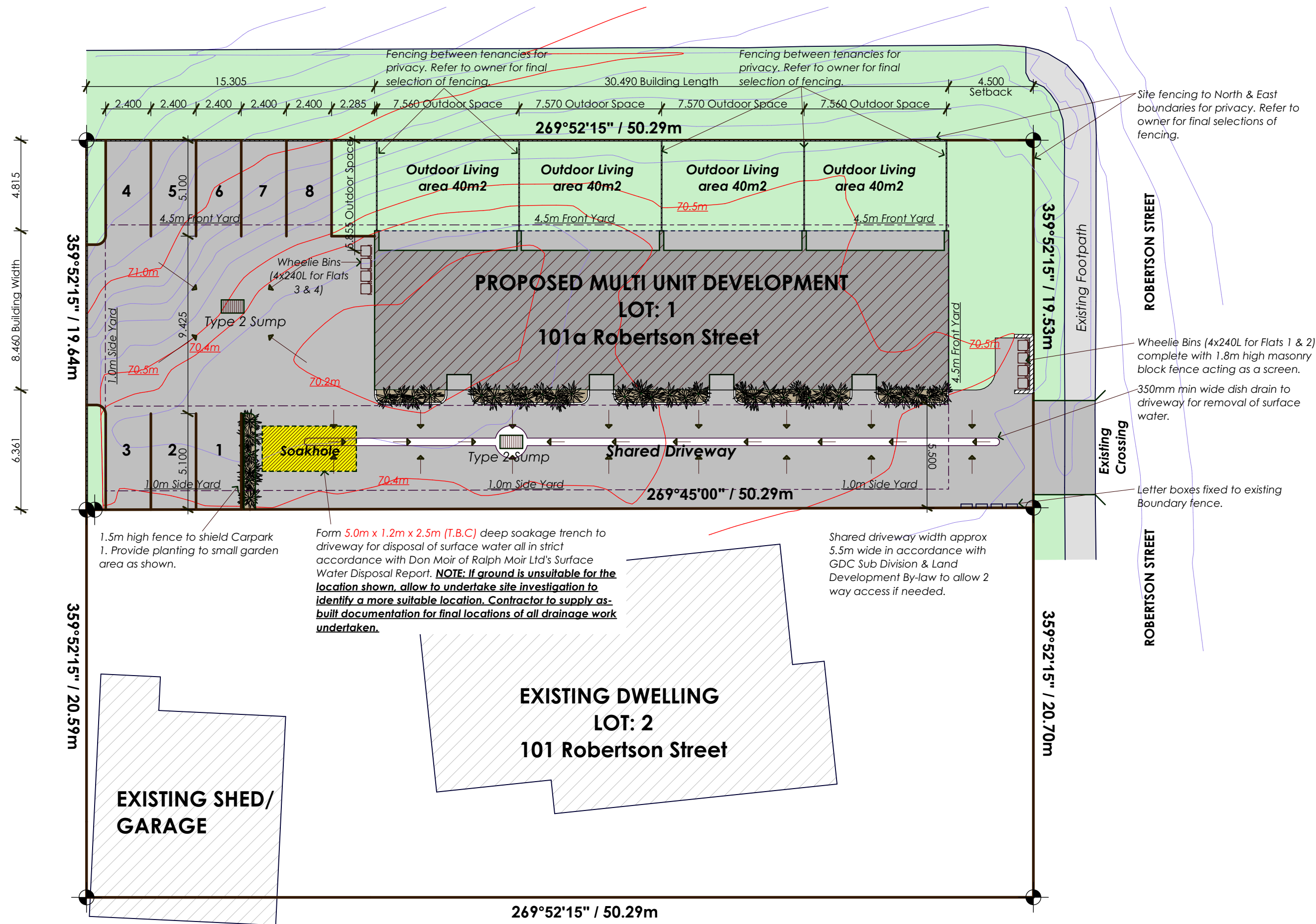
Date: 1 / 8 /2025 at 1 am/pm

Licensee Agent/Salesperson: J. Johnston

Date: 1 / 8 /2025 at _____ am/pm

Appendix C

Development Plans



SITE PLAN

SCALE 1:200

LEGAL DESCRIPTION:

Lot: 1 DP: 608380
Valuation #: T.B.C
Address: 101a Robertson St,
Gore 9710

SITE COVERAGE

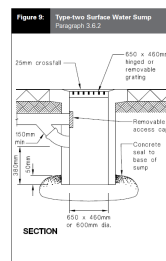
Building Area - 216m²
Site Area - 987m²
Site Coverage - 22%
Climate Zone - 6
Wind Zone - High
Earthquake Zone - 1
Exposure Zone - B
Altitude - 71m amsl

DRIVEWAYS:

Driveway construction to be 50mm thick Asphalt. Fall driveways to sumps as shown for removal of surface water @ 1in50 cross fall. Allow to form 350mm wide central dish drain to driveway if required to obtain falls. Fall any dish drains at 1in200 to sump.

SUMPS:

Type 2:
600mm dia sump servicing
40,000/1 m2
= 40,000/57 = 700m2
servicing area per sump.



LANDSCAPING:

- Soft Landscaping shown is indicative only. Confirm all final landscaping with owner prior to works beginning.
- All unpaved areas to be a minimum of 250mm below finished floor level.
- All paved areas to be a minimum of 150mm below finished floor level.
- Confirm all levels on site prior to works beginning.

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Project name and Client:
MASONBUILT FLATS
67 Hokonui Drive,
Gore 9710

Drawing Title:
SITE PLAN

REV B. 18-12-2025 Remove front fence to create open green area
REV A. 18-12-2025 Removed Garden planters to front yard
REV 0. 16-12-2025 Preliminary Issue

Design: PCC	Checked: PCC	Date: 21 Feb. 2025
Job Number: 23058	Revision: B	Original Drawing size: A2 Sheet
Drawing Sheet: R101 OF R104		Scale: AS SHOWN

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HWC/Rheem 300l hot water cylinder	
DP Down Pipe	S Sink
Ⓢ Smoke Detector to comply with NZBC	DW Dishwasher
Ⓢ Main Switch Board with smart meter	B Bath
RF Refrigerator	SH Shower
DR Dryer	wt Laundry Tub
RH Rangehood	WM Washing Machine
HP Hotplate	WC Water Closet
WO Wall Oven	Van.UVanity Unit

140x45 Sg8 H1.2 timber wall framing with studs @ 600mm c/s max and dwangs @ 800mm c/s max complete with Mason's UNI-Plus FAB and R4.0 Batt insulation with 10mm Plasterboard interior wall lining stopped and painted. Refer to Elevations & Spec for cladding types and locations.

= 90x45 SG8 H1.2 internal timber wall framing with studs @ 600mm crs and Dwangs @ 800mm crs max c/w 10mm Plasterboard interior wall lining stopped and painted to both sides unless otherwise noted.

50mm R.C.S RockCote Integra
exterior cladding on 20mm styrene
battens c/w R.C.S Acrylic Plaster
Render.

 = Indicates internal load bearing walls formed from 2/90x45 SG8 H1.2 timber framing with studs @ 600mm crs max and dwangs @ 800mm crs max.

 = Indicates Selected Interior **Laminate Plank** flooring c/w manufacturers waterproofing system.

 = Indicates owners selected carpet floor covering. refer to owner for final selections.

Generally, all showers to be proprietary cubicle type complete with manufacturers glass screen surrounds.

All Doors to be minimum 810mm clear opening width unless otherwise shown.

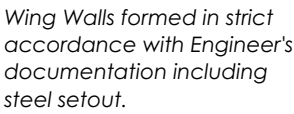
Wind Zone	High
Exposure Zone	Zone B
Earthquake Zone	1
Climate Zone	6
Altitude	71m(amsl)
Snow Loading	1.0kPa

Flat 1 Ground Floor area	54m ²
Flat 2 Ground Floor area	54m ²
Flat 3 Ground Floor area	54m ²
Flat 4 Ground Floor area	54m ²
Total Area:	216m²

Range extractor to have 550m³/hr(153l/s).
Extract fan to showers/Toilets/ laundries to be
manrose FAN 0101 364m³/hr 101l/s

New House to be fitted with double power outlets and electrical light fittings to comply with G9/AS1 NZBC

Generally 140x45 SG8 H1.2 @ 600crs exterior
Stud Framing. Interior Stud framing generally
90x45 SG8 H1.2 (refer to plan)



Supply & Fit PC Aluminium
Double glazed ALTUS Tasma
35 series window & door
joinery suite c/w Low-E₄
coating to glazing and argon
gas fill.

Supply & Fit 50mm R.C.S
RockCote Inegra exterior
cladding system on 20mm
styrene cavity battens over
Mason's UNI-Plus FAB over
140x45 SG8 H1.2 external
timber wall framing. Supply &
Fit RA.0 Batt insulation and
10mm GIB Bd to interiors.

NOTE 1:	Refer to Truss manufacturers documentation for additional information, Lintel sizes and fixing requirements.
NOTE 2:	Kitchen joinery design and fabrication by others. Benchtops to kitchen, pantry & Laundry to be impervious surfaces, likewise vanity units.
NOTE 3:	Smoke detectors to be CAVIUS interconnected recessed smoke detectors located within Bedrooms, Hallways/Exitways, Living Areas, Separate Cooking areas c/w hush button to NZS 4514:2021, NZBC C/AS1 & F7/AS1. refer to speci for further information.
NOTE 4:	Bathroom & WC walls to be 10mm GIB Aqualine stopped and painted.
NOTE 5:	Supply & Fit owners selected tiles, 300mm high, over Mapei Mapelastlic WPM to walls above baths.

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Project name and Client:

MASONBUILT FLATS
67 Hokonui Drive,
Gore 9710

Drawing Title:

REV 0. 16-12-2025 Preliminary Issue

Design: PCC	Checked: PCC	Date: 21 Feb. 2025
Job Number: 23058	Revision: 0	Original Drawing size: A2 Sheet
Drawing Sheet: R102 OF R104		Scale: AS SHOWN



NOTES

LEGEND

HWCRheem 300l hot water cylinder	S Sink
DP Down Pipe	DW Dishwasher
s Smoke Detector to comply with NZBC	B Bath
Main Switch Board with smart meter	SH Shower
RF Refrigerator	tub Laundry Tub
DR Dryer	WM Washing Machine
RH Rangehood	WC Water Closet
HP Hotplate	Van.U Vanity Unit
WO Wall Oven	MH Manhole

140x45 SG8 H1.2 timber wall framing with studs @ 600mm crs max and dwangs @ 480mm crs max complete with Mason's UNI-Plus FAB and R4.0 Batt insulation with 10mm Plasterboard interior wall lining stopped and painted. Refer to Elevations & Spec for cladding types and locations.

90x45 SG8 H1.2 internal timber wall framing with studs @ 600mm crs and Dwangs @ 800mm crs max c/w 10mm Plasterboard interior wall lining stopped and painted to both sides unless otherwise noted.

.40g longrun Vert. Corrugated colorsteel MAXAM exterior cladding.

Indicates Selected Interior Vinyl Plank flooring c/w manufacturers waterproofing system.

Indicates owners selected carpet floor covering, refer to owner for final selections.

Generally, all showers to be proprietary cubicle type complete with manufacturers glass screen surrounds.

All Doors to be minimum 810mm clear opening width unless otherwise shown.

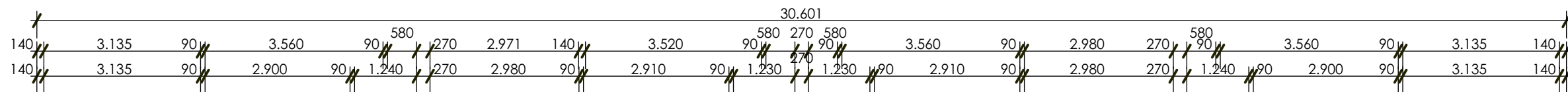
Wind Zone	High
Exposure Zone	Zone B
Earthquake Zone	1
Climate Zone	6
Altitude	71m(amsl)
Snow Loading	1.0kPa

Flat 1 First Floor area	57m ²
Flat 2 First Floor area	57m ²
Flat 3 First Floor area	57m ²
Flat 4 First Floor area	57m ²
Total Area:	228m²

Range extractor to have 550m³/hr(153l/s). Extract fan to showers/Toilets/ laundries to be manrose FAN 0101 364m³/hr 101l/s

New House to be fitted with double power outlets and electrical light fittings to comply with G9/AS1 NZBC

Generally 140x45 SG8 H1.2 @ 600crs exterior Stud Framing. Interior Stud framing generally 90x45 SG8 H1.2 (refer to plan)



Generally, Supply & Fit 90x45 SG8 H1.2 internal timber wall framing with studs @ 600mm crs max and dwangs @ 800mm crs max lined both sides with 10mm GIB Bd stopped flush and painted unless otherwise noted.

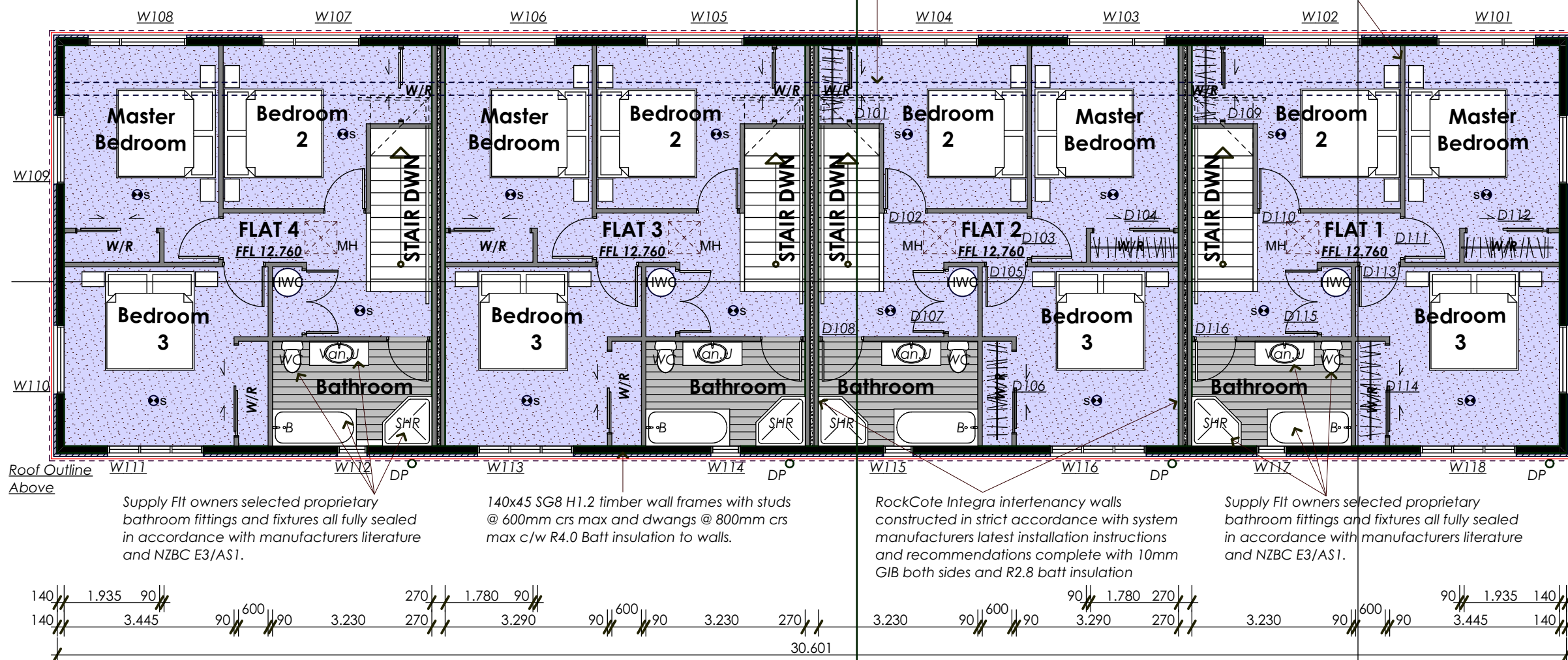
Supply & Fit .40g longrun vertical corrugated colorsteel maxam wall cladding direct fixed over thermakraft watergate plus building wrap over 140mm timber wall framing.

Line of Ground Floor external wall below.

Generally, Supply & Fit 90x45 SG8 H1.2 timber wall framing with studs @ 600mm crs max to internal walls. Supply & Fit dwangs @ 800mm crs max, lined both sides with 10mm GIB Bd stopped and painted.

Supply & Fit owners chosen .40g vert. Corrugated Colorsteel MAXAM exterior cladding installed over Thermakraft watergate plus building wrap over 140x45 SG8 H1.2 external timber wall framing. Supply & Fit R4.0 Batt insulation and 10mm GIB Bd to interiors.

Supply & Fit PC Aluminium Double glazed ALTUS Tasman 35 series window & door joinery suite c/w Low-E₄ coating to glazing and argon gas fill.



PROPOSED GROUND FLOOR PLAN

SCALE 1:100

- NOTE 1:** Refer to Truss manufacturers documentation for additional information, Lintel sizes and fixing requirements.
- NOTE 2:** Kitchen joinery design and fabrication by others. Benchtops to kitchen, pantry & Laundry to be impervious surfaces, likewise vanity units.
- NOTE 3:** Smoke detectors to be CAVIUS interconnected recessed smoke detectors located within Bedrooms, Hallways/Exitways, Living Areas, Separate Cooking areas c/w hush button to NZS 4514:2021, NZBC C/AS1 & F7/AS1. refer to speci for further information.
- NOTE 4:** Bathroom & WC walls to be 10mm GIB Aqualine stopped and painted.
- NOTE 5:** Supply & Fit owners selected tiles, 300mm high, over Mapei Mapelastick WPM to walls above baths.
- NOTE 6:** Barriers to stairs to be formed from continuous timber wall framing provided from ground floor below and braced against lateral movement by stair carcase and first floor joists.

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Project name and Client:

MASONBUILT FLATS
67 Hokonui Drive,
Gore 9710

Drawing Title:

PROPOSED FIRST FLOOR PLAN

REV 0. 16-12-2025 Preliminary Issue

Design:	Checked:	Date:
PCC	PCC	21 Feb. 2025
Job Number:	Revision:	Original Drawing size:
23058	0	A2 Sheet
Drawing Sheet:	Scale:	
R103 OF R104	AS SHOWN	



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LEGEND / NOTES

CI	Owners Selected .40g Longrun Vert. Corrugated colorsteel MAXAM direct fixed cladding.
RC	50mm R.C.S RockCote Integra exterior cladding on 20mm Styrene battens c/w R.C.S Acrylic plaster render.
obs	Obscured Safety Glazing to Windows
dp	80mm dia uPVC Color Downpipe
Sg	Safety Glazing to Windows
FI	Hi-Five .40g Colorsteel MAXAM Roofing

-All windows and doors to be ALTUS's double glazed PC Al Tasman 35 Series profile c/w Low-E₄ coating and Argon Gas fill.

- All claddings to be installed in strict accordance with manufacturers latest installation instructions and recommendations.

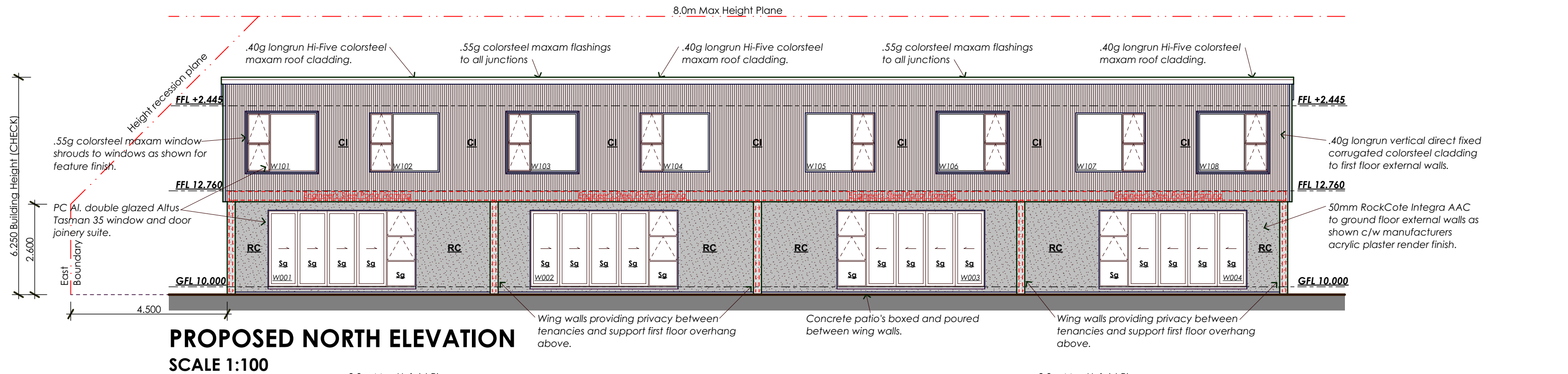
- Supply & Fit Thermakraft watertight plub building wrap over all external wall framing.

- Colorsteel MAXAM 175mm Box spoutings with Color matched uPVC downpipes.

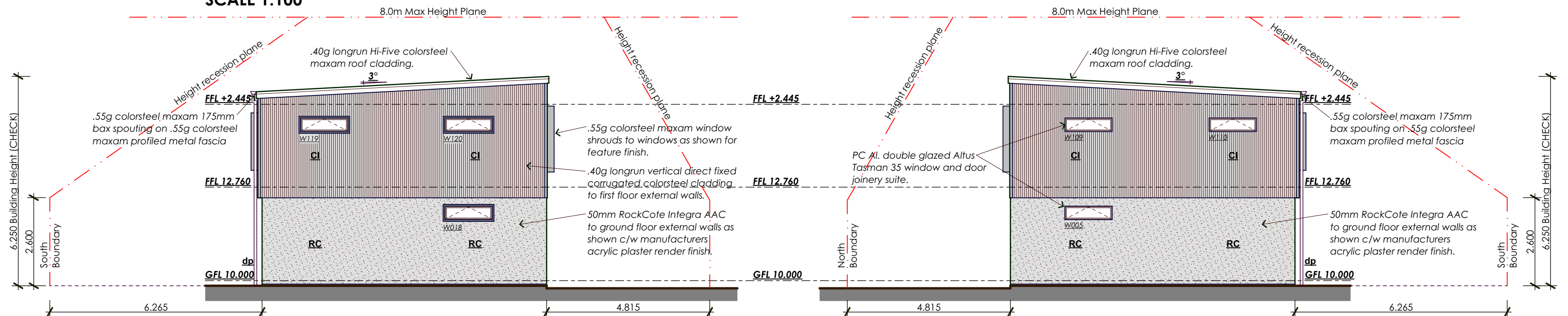
- Refer to Owner for all colour selections for powdercoated/prefinished materials.

- Confirm final Ultrabatten size with owner.

BUILDING ENVELOPE RISK MATRIX		
Worst Elevation		
Risk Factor	Risk Severity	Risk Score
Wind zone (per NZS 3604)	High risk	1
Number of storeys	High risk	2
Roof/wall intersection design	Medium risk	1
Eaves width	Very high risk	5
Envelope complexity	Medium risk	1
Deck design	Low risk	0
Total Risk Score:		10

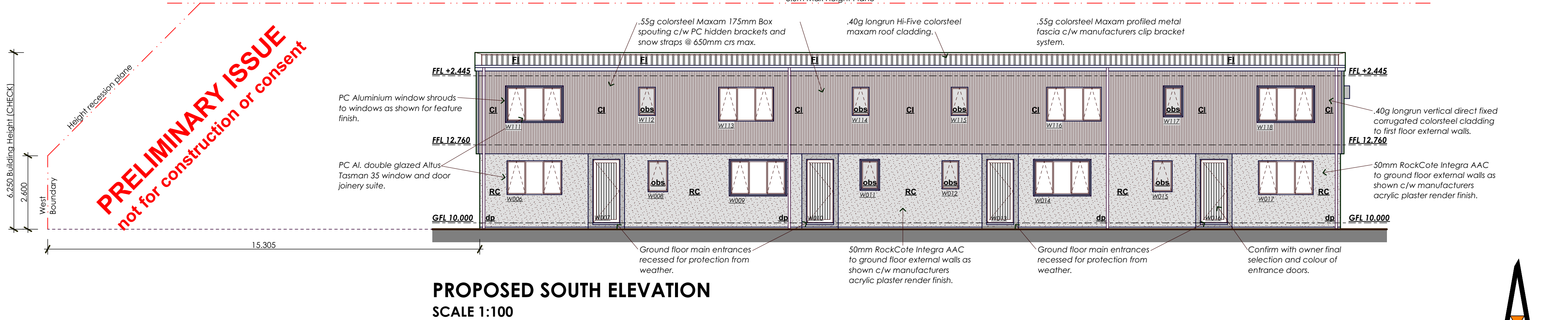


PROPOSED NORTH ELEVATION
SCALE 1:100



PROPOSED EAST ELEVATION
SCALE 1:100

PROPOSED WEST ELEVATION
SCALE 1:100



PROPOSED SOUTH ELEVATION
SCALE 1:100



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Project name and Client:

MASONBUILT FLATS
67 Hokonui Drive,
Gore 9710

Drawing Title:

ELEVATIONS

REV 0. 16-12-2025 Preliminary Issue

Design:

PCC

Job Number:

23058

Drawing Sheet:

R104 OF R104

Checked:

PCC

Revision:

0

Scale:

AS SHOWN

Date:

21 Feb. 2025

Original Drawing size:

A2 Sheet

Scale:

AS SHOWN



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Appendix D

Subdivision Plan

Appendix E

Rules Assessment

Operative Gore District Plan

Under the Operative Gore District Plan, the site is located zoned Residential A. The site is not subject to any overlays. An assessment against the relevant rules is included in **Table 3**.

Table 3: District Plan Rule Assessment

CHAPTER 4 – LAND USE ACTIVITIES		
Rule(s)	Comment	Activity Status
Permitted Activities		
Rule 4.2 – Permitted Activities The following land use activities are a permitted activity – 1. Rural Zone (refer to District Plan for full requirements in the rural zone) 2. Residential A Zone – a. Health care activity b. Home occupation c. Home stay d. Hospital activity e. Land development f. Residential activity – i. On site located within 30m of the Council's reticulated sewerage system: a. Equal to or exceeding 400 square metres in area; or b. Of less than 400 square metres in area existing or approved for subdivision prior to 27 March 2014 ii. On a site more than 30m from the Council's reticulated sewerage system that has an area of at least 2000 square metres. g. Residential care activity limited to a maximum of 6 persons.	Does not comply. The proposed subdivision will create allotments of approximately 234.39 m ² each. Each allotment includes a share of the access leg, two on-site car parks, and the land surrounding the units, including the associated outdoor living spaces.	Discretionary (Rule 4.2.4(1)).

3. Residential B Zone (refer to District Plan for full requirements in the residential b zone) 4. Commercial Zone (refer to District Plan for full requirements in the commercial zone) 5. Mixed Use Zone (refer to District Plan for full requirements in the mixed-use zone)		
Chapter 4.3 - Temporary Activities and Chapter 4.4, Wastewater Treatment Facility Buffer Areas		
Rule 4.3 – Temporary Activities	Not applicable.	Not applicable.
Rule 4.4 – Wastewater Treatment Facility Buffer Area	Not applicable.	Not applicable.
Chapter 4.5 - Noise		
Rule 4.5.1 - Permitted Activities Unless otherwise stated, all activities shall comply with the following standards: 1. Noise limits in rural and residential zones On any day: 7.00 a.m. to 10.00 p.m. 55 dBA Leq 10.00 p.m. to 7.00 a.m. 40 dBA Leq 10.00 p.m. to 7.00 a.m. 75dBA Lmax	Complies. All noise standards will be complied with.	Permitted.
Chapter 4.6 - Light Spill		
Rule 4.6 – Permitted Activities The emission of light spill and/or glare measured at the boundary of the site of the emission, does not exceed: 7.00 p.m. - 7.00 a.m. 5 Lux	Complies. All lighting requirements will be complied with.	Permitted.

Chapter 4.7, Daylight Admission		
Rule 4.7 – Permitted Activities (a) Residential Zones – No building or other structure shall extend beyond the recession plane calculated from Diagram 4.2, measured from the boundary of the site.	Complies. The building height is well below 8 m. The recession plane requirements are complied with as shown on the attached plans.	Permitted.
Chapter 4.7A, Yard Setbacks		
Rule 4.7A – Permitted Activities (3) Residential Zones: a) The following yards shall be provided adjacent to property boundaries: • Front Yard - 4.5 metres • Other Yard – 1.0 metres (i) Eaves, gutters and associated downpipes on any building may project into a yard by up to 500 mm. (ii) A carport or garage, either stand alone or attached to the dwelling, (including any eaves, gutters or downpipes) may be located up to 500 mm from the property boundary provided that the maximum length of the building adjacent to the property boundary does not exceed 6 metre. (iii) In relation to yards, other than front yards, where buildings on an adjoining property have a common wall along the property boundary, no yard is required along that part of the boundary covered by such a wall. b) In relation to a structure or part of a structure used for the parking of vehicles, an area of at least 4.5 metres long and 2.5 metres wide shall be provided on the site and immediately in front of the vehicle entrance to that structure for the manoeuvring or standing of vehicles.	Complies. The units are setback 4.5 m or more from the road, 5.5 m from the southern boundary, and 5 m from the northern boundary.	Permitted.

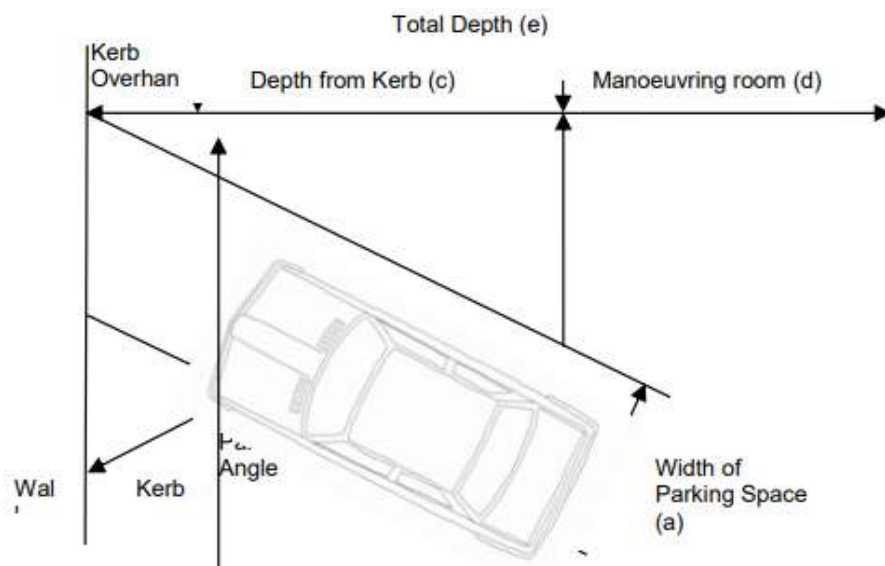
c) Where the aggregate length along the external wall of a building exceeds 16 metres measured parallel to an internal boundary of a property: i. except where provided for by 3(a)(ii) above, no more than 6 metres of that length may be located within 1 metre of the distance from the boundary required by Rule 4.7 Daylight Admission or 3(a) above, whichever is the greater. ii. within each one metre setback thereafter the maximum length of building that may be erected is six metres.		
Chapter 4.8, Height		
Rule 4.8.1 – Permitted Activities a) No structure shall exceed the following heights: • In Residential Zones 8 metres	Complies. All units will have a height of 6.250 m.	Permitted.
Chapter 4.9, Site Coverage		
Rule 4.9.1 – Permitted Activities 1) All activities shall comply with the following standards: Residential A zone Structures do not cover in excess of 40 percent of the site area.	Complies. The site coverage will be approximately 24.3% for each lot.	Permitted.
Chapter 4.10 (Signs), Chapter 4.11 (Natural Hazards with Defined Flood Ways), and Chapter 4.12 (Trees).		
• Rule 4.10 - Signs • Rule 4.11 - Natural Hazards with Defined Flood Ways • Rule 4.12 - Trees	Not applicable. No signs are proposed, there are no significant trees, and the Operative District Plan Maps do not identify the site as subject to flooding.	Not applicable.

Chapter 4.13, Ground Disturbance and Earthworks		
Rule 4.13.1 – Permitted Activities. Except as provided for in (2) below, any land use activity that involves earthworks or results in the disturbance of the ground where the period from the commencement of such earthworks or disturbance until the completion of rehabilitation work exceeds twelve months is a restricted discretionary activity. <i>*this rule does not apply to building construction activities (including relocation of buildings), provided that the site is left clean and tidy within twelve months of the completion of any building or other structure.</i>	Complies. Earthworks will comply with this requirement, as the earthworks will not occur for a duration longer than 12 months.	Not applicable.
Chapter 4.14 (Transportation Routes) and Chapter 4.15 (Gore Townscape Precinct)		
• Rule 4.14 – Transport Routes • Rule 4.15 – Gore Townscape Precinct	Not applicable.	Not applicable.
Chapter 4.16, Density of Residential Units		
Rule 4.16.1 – Permitted Activities 1) More than one, and up to six residential units may be erected on a site within the Residential A and B Zones, provided that: i. Within the Residential A Zone the site area is no less than 400 square metres for each unit. For the purpose of this rule the following shall be excluded from the site area: 1. Land set aside to provide access to another site. 2. In the case of a rear lot, that area designed solely to provide access to the rear.	Does not comply The proposal results in four residential units in the Residential A zone being constructed concurrently with subdivision with site areas of 234.39 m².	Restricted Discretionary. (Rule 14.16.1(3))

CHAPTER 8 - SUBDIVISION		
Rule 8.10.4 – Restricted Discretionary Activities Except as provided for in (2) or (3) above, any subdivision of land is a restricted discretionary activity: Within the Residential A zone, provided that any new lot created has a minimum area of 400 square metres.	Does not comply. The proposal results in four residential units in the Residential A zone being constructed concurrently with subdivision with site areas of 234.39 m².	Discretionary (Rule 8.10.5)
CHAPTER 5 - TRANSPORTATION		
Rules(s)	Comment	Activity Status
Rule 5.9.1 – Access Access standards – collector and local roads Deleted. Refer to the Gore District Council Subdivision and Development Bylaw 2011: 3.3.17 – Crossings • 2.5m crossing width at property boundary • 3.5m width at kerb line or edge of seal • Designed to 99 percentile vehicles. 3.3.18 – Site Distance at Accesses • 40m sight distance - local roads • 19m from intersection - local roads. • 89m sight distance – arterial roads and state highways • 30m from intersection – arterial roads and state highways.	Does not comply. All surrounding roads are “formed roads”. The ODP requires a minimum separation distance of 19 m for vehicle crossings on local formed roads. As shown on the subdivision plan, the vehicle crossing is identified as being 16.18 m from the intersection. However, this distance is dependent on the measurement point used. When measured using GRIP Maps, as illustrated in Figure 14, the vehicle crossing is approximately 20.2 m from the eastern side of the intersection and 9.4 m from the intersection on the same side of the road. Drawing R14 which demonstrates how the intersection setback needs to be applied is absent from the Bylaw.	Restricted Discretionary (Rule 5.9.1.1.)

Rule 5.9.2 – Off Street Parking 1. ... 2. In areas outside the Gore and Mataura Urban Environment all land use activities meeting the parking requirements specified in the table (Table 5.4) below and complying with 5.9.2(3) to 5.9.2(7) is a permitted activity: - Residential Activity - One car park per residential unit, except Activity that where the residential unit has an area (excluding any garaging) greater than 100 square metres 2 car parks shall be provided. Where multiple units are provided on the site, one car park for each five units shall be provided for visitors. 3. Parking spaces are to be provided on the site of the activity requiring them. 4. The design of all spaces shall comply with the appropriate dimensions in Diagram 5.13. - 90 Degree Parks must have the following dimensions: • 2.4m stall width • 5.1m stall depth • 7.9m manoeuvre width 5. For any site zoned Rural, on-site manoeuvring shall be provided so as to ensure that no vehicle is required to reverse from or onto a state highway. 6. Where staff parking is to be provided, all such spaces shall be so identified. 7. Any off-street parking area providing for more than 5 cars shall comply with the following standards: (a) For every 20 square metres of off-street parking, one square metre of landscaping either trees or shrubs shall be provided.	Complies. Each unit has two parking spaces. These are 2.4m x 5.1 m and the manoeuvre/aisle width is 9.425 m. There is landscaping at the front of the side and around the carpark to allow for the off-street parking. The parking area is separate from the road. There will be a 1.8 m high fence around the boundary ensuring that no lights from cars shine on adjacent neighbours.	Permitted.
--	---	-------------------

- (b) Off-street parking located adjoining or within Residential Zones, shall be provided with a solid screen 1.8 metres above the level of the parking, of a design that prevents car lights from shining onto adjoining sites.
- (c) On-site manoeuvring shall be provided so as to ensure that no vehicle is required to reverse onto or off any arterial road.



- (d) Stormwater shall be contained and treated.
- (e) The surface of the car park area and all accesses shall:
- be maintained to an all weather dust free standard; and
 - avoid the tracking of loose metal, mud or other material onto any public road.
- (f) The access(es) to parking areas shall be clearly defined and the remainder of the property road boundary shall have a physical barrier which separates the parking area from the road.

(g) On-site manoeuvring shall be provided for a 90 percentile car (as shown on Diagram 5.14) so that all turning manoeuvres can be undertaken in one movement		
Rule 5.9.3 – Vehicle Loading	Not applicable. Vehicle loading is not relevant to the proposal as only residential activities will occur onsite.	Not applicable.



NOTES
LEGEND

HWC Rheem 300l hot water cylinder
DP Down Pipe
s Smoke Detector to comply with NZBC
Main Switch Board with smart meter
RF Refrigerator
DR Dryer
RH Rangehood
HP Hotplate
WO Wall Oven

S Sink
DW Dishwasher
B Bath
SH Shower
tub Laundry Tub
WM Washing Machine
WC Water Closet
Van.U Vanity Unit

140x45 SG8 H1.2 timber wall framing with studs @ 600mm crs max and dwangs @ 800mm crs max complete with Thermakraft Watergate Plus and R4.0 Batt insulation with 10mm Plasterboard interior wall lining stopped and painted. Refer to Elevations & Spec for cladding types and locations.

90x45 SG8 H1.2 internal timber wall framing with studs @ 600mm crs and Dwangs @ 800mm crs max c/w 10mm Plasterboard interior wall lining stopped and painted to both sides unless otherwise noted.

50mm R.C.S RockCote Integra exterior cladding on 20mm styrene battens c/w R.C.S Acrylic Plaster Render.

Indicates internal load bearing walls formed from 2/90x45 SG8 H1.2 timber framing with studs @ 600mm crs max and dwangs @ 800mm crs max.

Indicates Selected Interior Laminate Plank flooring c/w manufacturers waterproofing system.

Indicates owners selected carpet floor covering. Refer to owner for final selections.

Generally, all showers to be proprietary cubicle type complete with manufacturers glass screen surrounds.

All Doors to be minimum 810mm clear opening width unless otherwise shown.

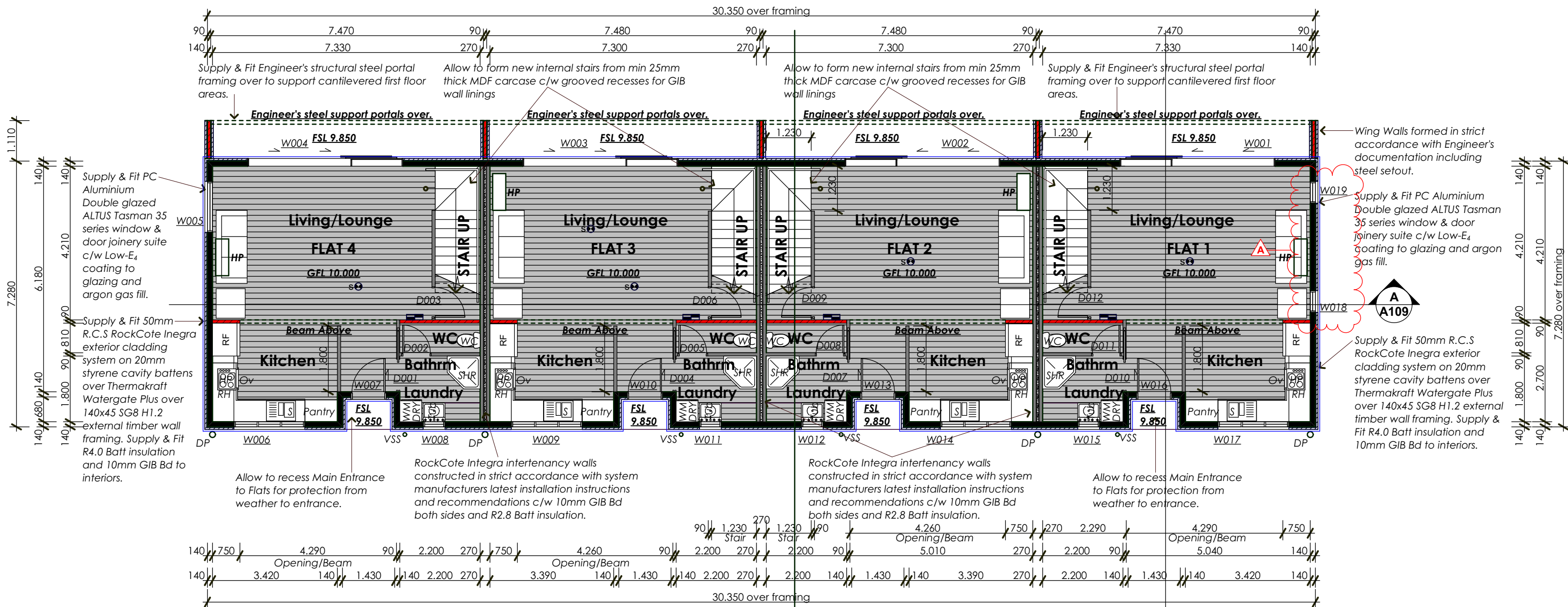
Wind Zone High
Exposure Zone Zone B
Earthquake Zone 1
Climate Zone 6
Altitude 71m(amsl)
Snow Loading 1.0kPa

Flat 1 Ground Floor area 54m²
Flat 2 Ground Floor area 54m²
Flat 3 Ground Floor area 54m²
Flat 4 Ground Floor area 54m²
Total Area: 216m²

Range extractor to have 550m³/hr(153l/s).
Extract fan to showers/Toilets/ laundries to be manrose FAN 0101 364m³/hr 101l/s

New House to be fitted with double power outlets and electrical light fittings to comply with G9/AS1 NZBC

Generally 140x45 SG8 H1.2 @ 600crs exterior Stud Framing. Interior Stud framing generally 90x45 SG8 H1.2 (refer to plan)



PROPOSED GROUND FLOOR PLAN
SCALE 1:100

- NOTE 1: Refer to Truss manufacturers documentation for additional information, Lintel sizes and fixing requirements.
- NOTE 2: Kitchen joinery design and fabrication by others. Benchtops to kitchen, pantry & Laundry to be impervious surfaces, likewise vanity units.
- NOTE 3: Smoke detectors to be CAVIUS interconnected recessed smoke detectors located within Bedrooms, Hallways/Exitways, Living Areas, Separate Cooking areas c/w hush button to NZS 4514:2021, NZBC C/AS1 & F7/AS1. refer to speci for further information.
- NOTE 4: Bathroom & WC walls to be 10mm GIB Aqualine stopped and painted.
- NOTE 5: Supply & Fit owners selected tiles, 300mm high, over Mapei Mapelastix WPM to walls above baths.

RESOURCE CONSENT ISSUE
not for construction or building consent



NOTES

LEGEND

HWCRheem 300l hot water cylinder

DP Down Pipe

s Smoke Detector to comply with NZBC

Main Switch Board with smart meter

RF Refrigerator

DR Dryer

RH Rangehood

HP Hotplate

WO Wall Oven

S Sink

DW Dishwasher

B Bath

SH Shower

tub Laundry Tub

WM Washing Machine

WC Water Closet

Van.UVanity Unit

MH Manhole

140x45 SG8 H1.2 timber wall framing with studs @ 600mm crs max and dwangs @ 480mm crs max complete with Thermakraft Watergate Plus and R4.0 Batt insulation with 10mm Plasterboard interior wall lining stopped and painted. Refer to Elevations & Spec for cladding types and

90x45 SG8 H1.2 internal timber wall framing with studs @ 600mm crs and Dwangs @ 800mm crs max c/w 10mm Plasterboard interior wall lining stopped and painted to both sides unless otherwise noted.

.40g longrun Vert. Corrugated colorsteel MAXAM exterior cladding.

= Indicates Selected Interior Laminate Plank flooring c/w manufacturers waterproofing system.

= Indicates owners selected carpet floor covering, refer to owner for final selections.

Generally, all showers to be proprietary cubicle type complete with manufacturers glass screen surrounds.

All Doors to be minimum 810mm clear opening width unless otherwise shown.

Wind Zone

Exposure Zone

Earthquake Zone

Climate Zone

Altitude

Snow Loading

High

Zone B

1

6

71m(amsl)

1.0kPa

Flat 1 First Floor area

Flat 2 First Floor area

Flat 3 First Floor area

Flat 4 First Floor area

Total Area:

57m²

57m²

57m²

57m²

228m²

Range extractor to have 550m3/hr(153l/s).

Extract fan to showers/Toilets/ laundries to be manrose FAN 0101 364m³/hr 101l/s

New House to be fitted with double power outlets and electrical light fittings to comply with G9/AS1 NZBC

Generally 140x45 SG8 H1.2 @ 600crs exterior Stud Framing. Interior Stud framing generally 90x45 SG8 H1.2 (refer to plan)

PROPOSED FIRST FLOOR PLAN
SCALE 1:100

NOTE 1: Refer to Truss manufacturers documentation for additional information, Lintel sizes and fixing requirements.

NOTE 2: Kitchen joinery design and fabrication by others. Benchtops to kitchen, pantry & Laundry to be impervious surfaces, likewise vanity units.

NOTE 3: Smoke detectors to be CAVIUS interconnected recessed smoke detectors located within Bedrooms, Hallways/Exitways, Living Areas, Separate Cooking areas c/w hush button to NZS 4514:2021, NZBC C/AS1 & F7/AS1. refer to speci for further information.

NOTE 4: Bathroom & WC walls to be 10mm GIB Aqualine stopped and painted.

NOTE 5: Supply & Fit owners selected tiles, 300mm high, over Mapei Mapelastick WPM to walls above baths.

NOTE 6: Barriers to stairs to be formed from continuous timber wall framing provided from ground floor below and braced against lateral movement by stair carcase and first floor joists.

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Project name and Client:
MASONBUILT FLATS
101a Robertson Street,
Gore

Drawing Title:
PROPOSED FIRST FLOOR PLAN

REV A. 31-03-2024 W119 & W120 updated
REV 0. 16-12-2025 Preliminary Issue

Design:
PCC

Checked:
PCC

Date:
03 Feb. 2026

Job Number:
25062

Revision:
A

Original Drawing size:
A2 Sheet

Drawing Sheet:
R103 OF R106

Scale:
AS SHOWN

ADMORE DESIGNS

CREATIVE ARCHITECTURE

GORE OFFICE: 38 Hakonui Drive
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ADNZ

Professional Member

LICENSED BUILDING PRACTITIONER

www.dhb.govt.nz

LEGEND / NOTES

CI	Owners Selected .40g Longrun Vert. Corrugated colorsteel MAXAM direct fixed cladding.
RC	50mm R.C.S RockCote Integra exterior cladding on 20mm Styrene battens c/w R.C.S Acrylic plaster render.
obs	Obscured Safety Glazing to Windows
dp	80mm dia uPVC Color Downpipe
Sg	Safety Glazing to Windows
FI	Hi-Five .40g Colorsteel MAXAM Roofing

-All windows and doors to be ALTUS's double glazed PC Al Tasman 35 Series profile c/w Low-E₂ coating and Argon Gas fill.

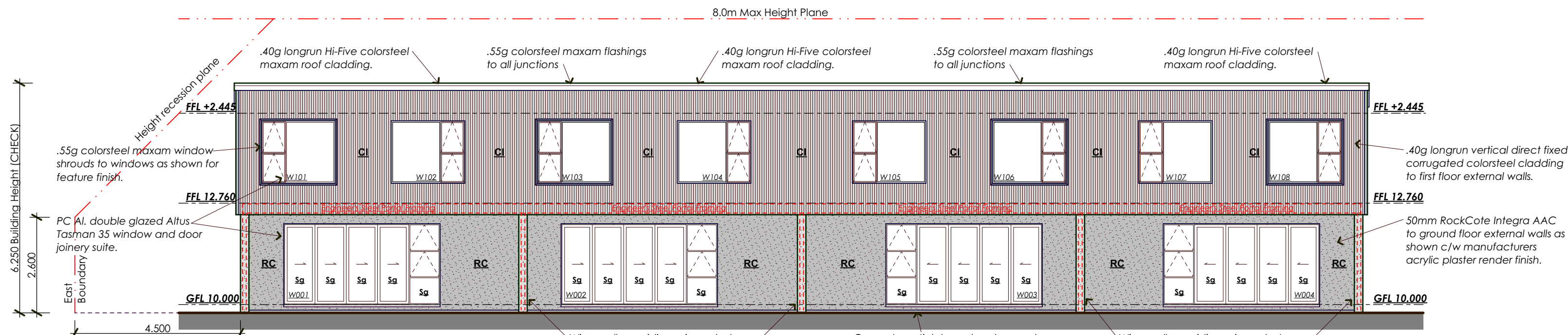
- All claddings to be installed in strict accordance with manufacturers latest installation instructions and recommendations.

- Supply & Fit Thermakraft watertight plus building wrap over all external wall framing.

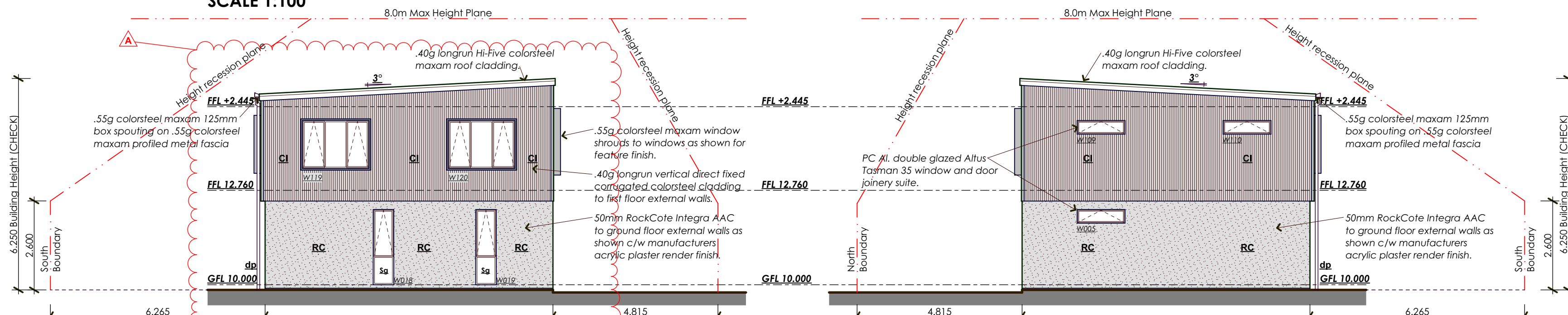
- Colorsteel MAXAM 125mm Box spouting with Color matched uPVC downpipes.

- Refer to Owner for all colour selections for powdercoated/prefinished materials.

BUILDING ENVELOPE RISK MATRIX		
Worst Elevation		
Risk Factor	Risk Severity	Risk Score
Wind zone (per NZS 3604)	High risk	1
Number of storeys	High risk	2
Roof/wall intersection design	Medium risk	1
Eaves width	Very high risk	5
Envelope complexity	Medium risk	1
Deck design	Low risk	0
Total Risk Score:		10

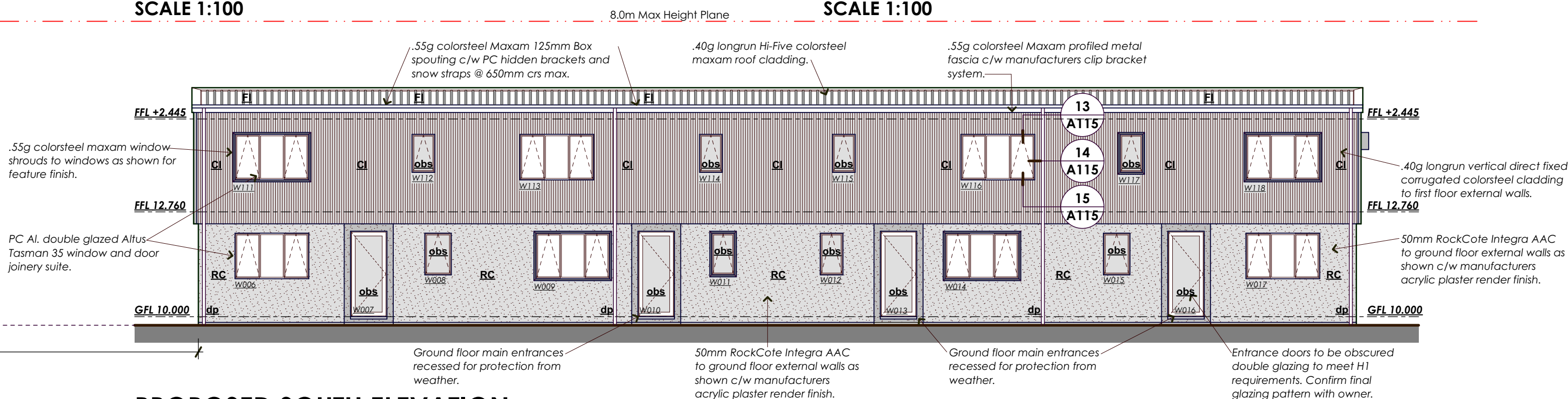


PROPOSED NORTH ELEVATION
SCALE 1:100



PROPOSED EAST ELEVATION
SCALE 1:100

PROPOSED WEST ELEVATION
SCALE 1:100



PROPOSED SOUTH ELEVATION
SCALE 1:100

RESOURCE CONSENT ISSUE
not for construction or building consent



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Project name and Client:
MASONBUILT FLATS
101a Robertson Street,
Gore

Drawing Title:
ELEVATIONS

REV A. 31-03-2024 Windows to East Elevation updated
REV Q. 16-12-2025 Preliminary Issue

Design: PCC	Checked: PCC	Date: 03 Feb. 2026
Job Number: 25062	Revision: A	Original Drawing size: A2 Sheet
Drawing Sheet: R104 OF R106	Scale: AS SHOWN	

ADMORE DESIGNS
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Website: www.admoredesigns.co.nz
Email: admin@admoredesigns.co.nz

APNZ
Professional Member

REGISTERED BUILDING PRACTITIONER
www.dbh.govt.nz

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

SELECTED 1800 mm HIGH SOLID FENCE ie BOUNDARYLINE 'COLOUR PANEL 'CLASSIC' or VERTICAL TIMBER PALING WITH CAPPING STAINED BLACK

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

SELECTED UPRIGHT SPECIMEN TREE ie PYRUS CANDELABRA

POTENTIAL RETAINING REQUIRED IN THIS CORNER - TBC BY ENGINEER

EXISTING VERTICAL CORRUGATED IRON FENCE & TIMBER RETAINING WALL TO BOUNDARY

SELECTED 1800 mm HIGH SOLID FENCE WITH SWINGING GATE TO MATCH ie BOUNDARYLINE 'COLOUR PANEL 'CLASSIC' or VERTICAL TIMBER PALING WITH CAPPING STAINED BLACK

PLANTED GARDEN WITH SELECTED UPRIGHT TREES ie THUJA SP - REFER PLANTING PLAN

SELECTED 'FOLDING CLOTHESLINE' ATTACHED TO FENCE

SUMP LOCATION - BY OTHERS

SELECTED ASPHALT or SPONGE FINISH COLOURED CONCRETE - 1/2 SHOT BLACK OXIDE WITH 3 mm EXPANSION CUTS

SELECTED ESPALIER CLIMBER ATTACHED TO FENCE ie SELF CLIMBING FIG or STAR JASMINE

1800 mm HIGH or TO MATCH EXISTING BOUNDARY FENCE - VERTICAL TIMBER BATTEN SCREEN ie H3 2 40 x 40 mm KILN DRIED PINUS WITH 30 mm GAPS BETWEEN BATTENS

EXISTING VERTICAL SOLID ALUMINIUM FENCE TO BOUNDARY

SELECTED EVERGREEN SPECIMEN TREE - REFER PLANTING PLAN

SELECTED UPRIGHT SPECIMEN TREES - REFER PLANTING PLAN

SELECTED 1800 mm HIGH SOLID FENCE ie BOUNDARYLINE 'COLOUR PANEL 'CLASSIC' or VERTICAL TIMBER PALING WITH CAPPING STAINED BLACK

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

SELECTED 'FOLDING CLOTHESLINE' ATTACHED TO FENCE

SELECTED 1800 mm HIGH SOLID FENCE ie BOUNDARYLINE 'COLOUR PANEL 'CLASSIC' or VERTICAL TIMBER PALING WITH CAPPING STAINED BLACK

20 SERIES' PLASTER FINISH WALL TO FINISHED 1800 mm HIGH - PAINTED TO MATCH HOUSE

SELECTED 'FOLDING CLOTHESLINE' ATTACHED TO WALL

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

1800 mm HIGH VERTICAL ALUMINIUM FENCE or VERTICAL TIMBER BATTEN WITH 30 mm GAPS IN BETWEEN

PLANTED GARDEN - REFER PLANTING PLAN

1800 mm HIGH SHS GATE CLAD IN VERTICAL TIMBER or VERTICAL ALUMINIUM

SELECTED 500 x 500 mm PRECAST CONCRETE PAVERS THROUGH SELECTED DECORATIVE GRAVEL AS STEPPING STONES

20 SERIES' CONCRETE BLOCK WALL TO FINISH 900 mm HIGH ABOVE PAVING - PLASTER FINISH PAINTED TO MATCH HOUSE - WITH SELECTED MASONRY INSERT LETTERBOXES x 4

STORMWATER ASSET - BY OTHERS

EXISTING SOLID ALUMINIUM FENCE TO BOUNDARY

REFUSE BIN WITHIN SELECTED ENCLOSURE WITH SWINGING ACCESS DOORS

QUANTITIES 987 m2

PLANTED AREA = 215 m2

LAWNS = 100 m2

SOFT LANDSCAPING % = 32 %

LEGEND

- | | | | |
|---|---|---|--|
|  | SPONGE FINISH COLOURED CONCRETE WITH 3 mm EXPANSION CUTS AS SHOWN |  | 1800 mm HIGH VERTICAL TIMBER PALING FENCE WITH CAPPING BOARD |
|  | ASPHALT - SPECIFIED BY OTHERS |  | 1800 mm HIGH VERTICAL TIMBER BATTEN SCREEN |
|  | SPECIMEN TREE / FEATURE PLANT |  | SELECTED HILLS CLOTHESLINE |
|  | PLANTED GARDEN |  | EVERGREEN HEDGE |
|  | REFUSE BIN STORAGE |  | LETTERBOX LOCATION |
|  | PLASTER FINISH WALL PAINTED TO MATCH HOUSE |  | STEP UP |
| | |  | SELECTED DECORATIVE GRAVEL |

NOTE:

1. CONCEPT PLAN ONLY**
2. ALL LEVELS ARE STEPS ARE TBC BY ENGINEER
3. FOR FURTHER CONCEPT DEVELOPMENT - SEE LARCHITECT
4. ALL MEASUREMENTS ARE TBC ON SITE



0 5 10 M

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

SELECTED 1800 mm HIGH SOLID FENCE ie BOUNDARYLINE 'COLOUR PANEL 'CLASSIC' or VERTICAL TIMBER PALING WITH CAPPING STAINED BLACK

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

SELECTED UPRIGHT SPECIMEN TREE ie PYRUS CANDELABRA

POTENTIAL RETAINING REQUIRED IN THIS CORNER - TBC BY ENGINEER
EXISTING VERTICAL CORRUGATED IRON FENCE & TIMBER RETAINING WALL TO BOUNDARY

SELECTED 1800 mm HIGH SOLID FENCE WITH SWINGING GATE TO MATCH ie BOUNDARYLINE 'COLOUR PANEL 'CLASSIC' or VERTICAL TIMBER PALING WITH CAPPING STAINED BLACK

PLANTED GARDEN WITH SELECTED UPRIGHT TREES ie THUJA SP - REFER PLANTING PLAN

SELECTED 'FOLDING CLOTHESLINE' ATTACHED TO FENCE

SUMP LOCATION - BY OTHERS

SELECTED ASPHALT or SPONGE FINISH COLOURED CONCRETE - 1/2 SHOT BLACK OXIDE WITH 3 mm EXPANSION CUTS

SELECTED ESPALIER CLIMBER ATTACHED TO FENCE ie SELF CLIMBING FIG or STAR JASMINE

1800 mm HIGH or TO MATCH EXISTING BOUNDARY FENCE - VERTICAL TIMBER BATTEN SCREEN ie H3 2 40 x 40 mm KILN DRIED PINUS WITH 30 mm GAPS BETWEEN BATTENS

EXISTING VERTICAL SOLID ALUMINIUM FENCE TO BOUNDARY

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20 SERIES' PLASTER FINISH WALL TO FINISHED 1800 mm HIGH - PAINTED TO MATCH HOUSE

SELECTED 'FOLDING CLOTHESLINE' ATTACHED TO WALL

MAINTAINED LAWN WITH SELECTED H4 TIMBER BATTEN TO ALL EDGES NOT DEFINED BY HARD SURFACE

1800 mm HIGH VERTICAL ALUMINIUM FENCE or VERTICAL TIMBER BATTEN WITH 30 mm GAPS IN BETWEEN

PLANTED GARDEN - REFER PLANTING PLAN

1800 mm HIGH SHS GATE CLAD IN VERTICAL TIMBER or VERTICAL ALUMINIUM

SELECTED 500 x 500 mm PRECAST CONCRETE PAVERS THROUGH SELECTED DECORATIVE GRAVEL AS STEPPING STONES

20 SERIES' CONCRETE BLOCK WALL TO FINISH 900 mm HIGH ABOVE PAVING - PLASTER FINISH PAINTED TO MATCH HOUSE - WITH SELECTED MASONRY INSERT LETTERBOXES x 4

STORMWATER ASSET - BY OTHERS

EXISTING SOLID ALUMINIUM FENCE TO BOUNDARY

REFUSE BIN WITHIN SELECTED ENCLOSURE WITH SWINGING ACCESS DOORS

QUANTITIES 987 m2

PLANTED AREA = 215 m2
LAWNS = 100 m2
= 315 m2

SOFT LANDSCAPING % = 32 %

LEGEND

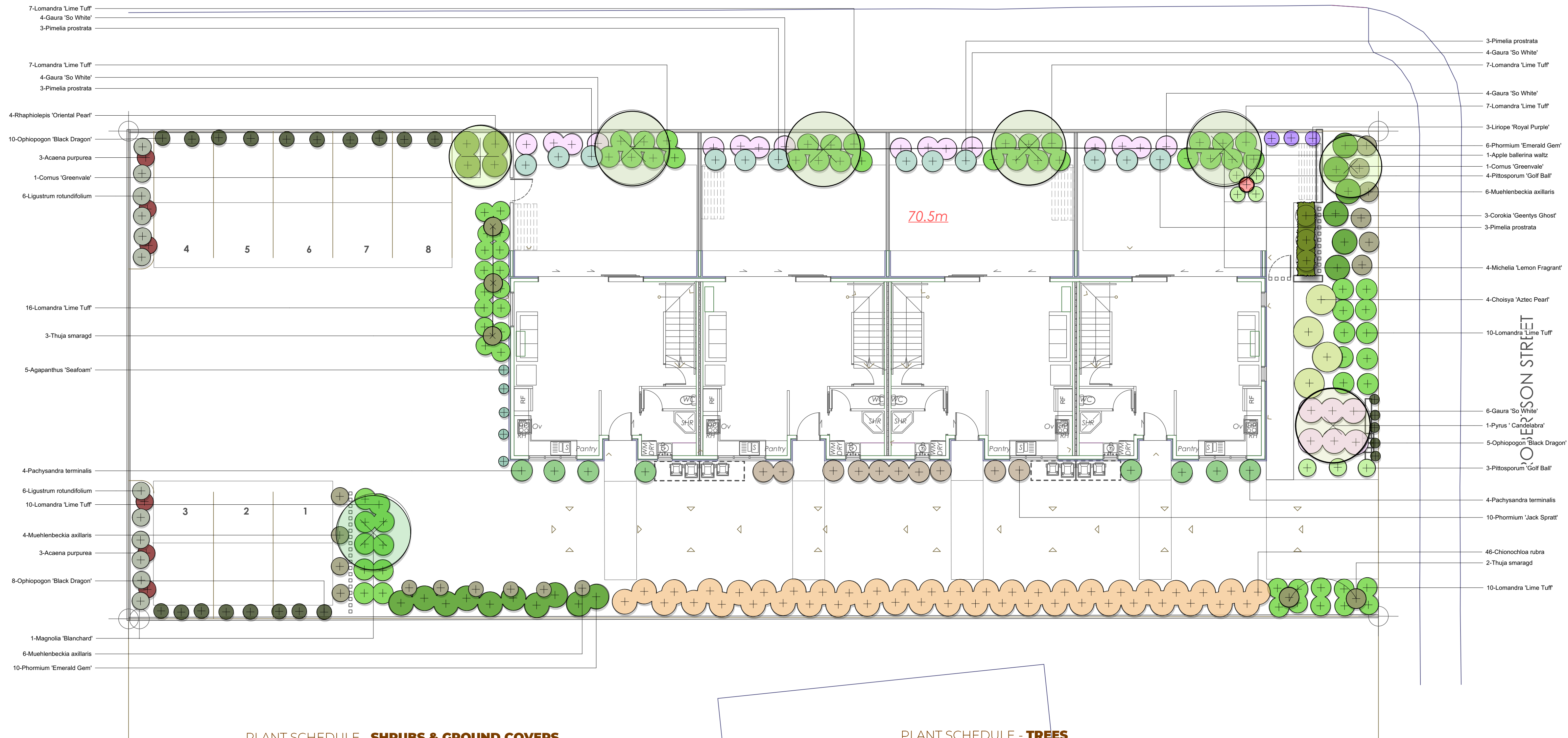
- | | | | |
|--|---|--|--|
| | SPONGE FINISH COLOURED CONCRETE WITH 3 mm EXPANSION CUTS AS SHOWN | | 1800 mm HIGH VERTICAL TIMBER PALING FENCE WITH CAPPING BOARD |
| | ASPHALT - SPECIFIED BY OTHERS | | 1800 mm HIGH VERTICAL TIMBER BATTEN SCREEN |
| | SPECIMEN TREE / FEATURE PLANT | | SELECTED HILLS CLOTHESLINE |
| | PLANTED GARDEN | | EVERGREEN HEDGE |
| | REFUSE BIN STORAGE | | LETTERBOX LOCATION |
| | PLASTER FINISH WALL PAINTED TO MATCH HOUSE | | STEP UP |
| | | | SELECTED DECORATIVE GRAVEL |

NOTE:

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2. ALL LEVELS ARE STEPS ARE TBC BY ENGINEER
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4. ALL MEASUREMENTS ARE TBC ON SITE



0 5 10 M



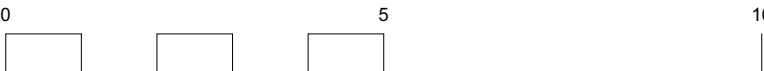
PLANT SCHEDULE - SHRUBS & GROUND COVERS

Quantity	Latin Name	Common Name	Scheduled Size	Spacing
6	Acaena purpurea	Purple biddybiddy	2L	800
5	Agapanthus 'Seafoam'	Dwarf Agapanthus (White flower)	2L	400
46	Chionochloa rubra	Red Tussock	2L	1000
4	Choisya 'Aztec Pearl'	Mexican Orange Blossom	3L	1200
3	Corokia 'Geentys Ghost'	Corokia cultivar	5L	1000
22	Gaura 'So White'	White	2L	800
12	Ligustrum rotundifolium		3L	800
3	Liriope 'Royal Purple'	Turf Lily	1.5L	500
74	Lomandra 'Lime Tuff'	Lime Tuff	2L	700
16	Muehlenbeckia axillaris	Creeping Wire Vine	2L	800
23	Ophiopogon 'Black Dragon'	Mondo Grass (black)	1L	400
8	Pachysandra terminalis	Japanese spurge	2L	800
16	Phormium 'Emerald Gem'	Dwarf Flax	RT	800
10	Phormium 'Jack Spratt'	Miniature Flax	2L	600
12	Pimelia prostrata	G.cover	2L	1000
7	Pittosporum 'Golf Ball'	Pitto Dwarf	2L	500
1	Pyrus 'Candelabra'	Upright Pear	19L	2000
4	Rhaphiolepis 'Oriental Pearl'	Indian Hawthorn	3L	800
0				0

PLANT SCHEDULE - TREES

Quantity	Latin Name	Common Name	Scheduled Size
1	Apple ballerina waltz	Column Apple	PB 8
2	Cornus 'Greenvale'	Ornamental Dogwood	---
1	Magnolia 'Blanchard'	Evergreen Magnolia	19L
4	Michelia 'Lemon Fragrant'	Michelia	PB 8
5	Thuja smaragd	Emerald Cedar	PB 8

NOTE:
1. CONCEPT PLAN ONLY*
2. ALL LEVELS ARE STEPS ARE TBC BY ENGINEER
3. FOR FURTHER CONCEPT DEVELOPMENT - SEE L ARCHITECT
4. ALL MEASUREMENTS ARE TBC ON SITE
5. ALL TREES TO BE 1.8 m HIGH @ TIME OF PLANTING
6. ALL GARDENS TO BE FREE OF DEBRIS AND BUILDING WASTE
7. ALL GARDENS TO BE HAVE ATLEAST 200 mm TOP SOIL / COMPOST
8. ALL GARDENS TO HAVE 75 - 100 mm BARK MULCH
9. ALL PLANTS ARE SUBJECT TO AVAILABILITY





LOT 3 DP 4811

MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	BURDENED LAND (SERVIENT TENEMENT)	BENEFITED LAND (DOMINANT TENEMENT)
RIGHT TO CONVEY WATER RIGHT TO DRAIN WATER RIGHT TO DRAIN SEWAGE RIGHT TO CONVEY ELECTRICITY RIGHT TO CONVEY TELECOMMUNICATIONS RIGHT TO CONVEY GAS	LOT 100 HEREON	LOT 100 HEREON	LOTS 1 -4 HEREON

SCHEDULE OF EASEMENTS

PURPOSE	SHOWN	BURDENED LAND (SERVIENT TENEMENT)	BENEFITED LAND (DOMINANT TENEMENT)
PARTY WALL	PA	LOT 1 HEREON	LOT 2 HEREON
	PB	LOT 2 HEREON	LOT 1 HEREON
	PC	LOT 2 HEREON	LOT 3 HEREON
	PD	LOT 3 HEREON	LOT 2 HEREON
	PE	LOT 3 HEREON	LOT 4 HEREON
	PF	LOT 4 HEREON	LOT 3 HEREON

SCHEDULE OF COVENANTS

PURPOSE	SHOWN	BURDENED LAND (SERVIENT TENEMENT)
LAND COVENANT	A	LOT 100 HEREON

NOTES:

SITE LOCATION

ADDRESS:	LOT 1 DP 608380
APPELLATION:	101A ROBERTSON STREET
ZONE:	RESIDENTIAL A
RECORD OF TITLE:	1225801
REGISTERED OWNERS:	MASONBUILT PROPERTIES LIMITED

NOTES

THIS PLAN HAS BEEN PREPARED FOR RESOURCE CONSENT PURPOSES ONLY AND IS NOT INTENDED FOR ANY OTHER USE. ANY AREAS AND DIMENSIONS SHOWN ON THIS PLAN ARE INDICATIVE AND ARE SUBJECT TO FINAL SURVEY

- RELATED DOCUMENTATION – WHERE APPLICABLE, THIS PLAN SHOULD BE READ IN CONJUNCTION WITH SUPPORTING ARCHITECTURAL AND/OR ENGINEERING PLANS AND DOCUMENTATION.
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- SERVICES INFORMATION – SERVICES, UTILITIES, AND DRAINAGE SHOWN ARE LIMITED TO FEATURES THAT WERE VISIBLE AND ACCESSIBLE AT THE TIME OF SURVEY.
- UNDERLYING BOUNDARIES – UNDERLYING BOUNDARIES HAVE BEEN ADOPTED FROM THE MOST RELEVANT UNDERLYING PLANS AVAILABLE.
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LEGEND

PROPERTY BOUNDARY	—
EASEMENT BOUNDARY	—
ABUTTING BOUNDARIES	—
EDGE OF SEAL	---

A	DRAFT FOR COMMENT	BA	18/12/2025
B	ISSUED FOR INFORMATION	BA	21/04/2026
REV:	DESCRIPTION:	BY:	DATE:
STATUS:	ISSUED FOR INFORMATION		



CLIENT:
MASON BUILT GROUP LIMITED

SURVEYOR:
DEFINITION SURVEYING LTD
SOUTHLAND

SITE:
LOT 1 DP 608380
101A ROBERTSON STREET, GORE

TITLE:
SCHEME PLAN

SCALE AT A3: 1:200	DATE: 21/04/2026	DRAWN: BA	CHECKED: DS
PROJECT NO: S250026.00	DRAWING NO: V200	REVISION:	B

