

10 May 2013

Simon Blick C/- Davis Ogilvie PO Box 589 Tower Junction CHRISTCHURCH 8140

Attention: Kim Logan

Dear Sir

RE: RESOURCE CONSENT APPLICATION - 135148

APPLICANT:

Simon Blick

LOCATION:

Ahuriri Road, Tai Tapu

LEGAL DESCRIPTION:

Lot 9 DP 30859

ZONING:

Inner Plains zone.

PROPOSAL:

Subdivision consent to create three allotments ranging between 4.0008ha - 4.0165ha (Lots 1-3), with a

13 MAY 2013

balance allotment of 8,3705 (Lot 4).

TYPE OF APPLICATION:

This application has been assessed as a subdivision consent for a restricted discretionary activity under the Partially Operative District Plan. As such the relevant provisions of the Proposed District Plan, and the Resource Management Act 1991, have been taken into

account.

COUNCIL DECISION

This amended application was lodged and formally received with the Selwyn District Council on 8 April 2013. Assessment and approval took place 10 May 2013 under delegation given by the Council.

The full text of the decision is as follows:

"Resource consent 135148 is granted pursuant to sections 104 and 104C of the Resource Management Act 1991 subject to the following conditions imposed under sections 108 and 220 of the Act.

- That the following conditions of consent shall be met prior to the issue of the section 224(c) Completion Certificate, at the expense of the consent holder.
- 2. That the subdivision proceeds in substantial accordance with the attached approved plan (Davis Ogilvie, dwg 300 issue D) and the details submitted with the application, except where varied by the following conditions.
- 3. That all required easements be created and granted or reserved.
- 4. Any future dwellings shall be provided with an adequate, potable and wholesome drinking water supply. This shall be in accordance with Council minimum water quality standards and as identified in the Long Term Community Plan (Drinking-Water Standards for NZ 2005 levels) (Revised 2008).
- 5. Where stormwater discharges are to be undertaken as a permitted activity, a certificate of compliance shall be supplied to Council to demonstrate compliance condition 5 of S5.72 of the PL&W Plan and WQL6 of the NRRP.
- 6. Ahuriri Road shall be upgraded to the same formed and metalled standard as the existing portion of Ahuriri Road shown in the photograph 1258 attached as Appendix 3 to the resource consent application from the property boundary to the existing formed portion of Ahuriri Road.
- 7. That a vehicle crossing to serve Lots 1 & 2 shall be formed, in accordance with Appendix 10, Diagram E10.C1 of the Partially Operative District Plan (Rural Volume) (attached, which forms part of this consent) and located not less than 60 metres from any intersection. The vehicle crossings shall be formed and metalled to match the existing road surface as shown in the photograph 1258 attached as Appendix 3 to the resource consent application for the full width of the crossing and for the first ten metres (as measured from the edge of the formed carriageway towards the property) or to the property boundary, whichever is the lesser.
- 8. That the vehicle accessway serving Lots 2-4 shall be formed, in accordance with the requirements of Table E10.2.of the Partially Operative District Plan (Rural Volume) (attached, which forms part of this consent).
- Any filling on the site is to take into account the current land stormwater and drainage pattern and is not to divert stormwater onto adjoining properties.
- 10. That pursuant to Section 221 of the Resource Management Act 1991, a consent notice shall be registered on Lots 1 4 to the effect that:
 - (i) A potable water supply will need to be established to service any new dwelling erected; and
 - (ii) Selwyn District Council is unlikely to maintain the upgrade to Ahuriri Road unless it is upgraded to Council standards and joins to an existing section of maintained road.
- 11. That pursuant to Section 221 of the Resource Management Act 1991, a consent notice shall be registered on Lot 3 to the effect that:
 - (i) The building platform identified on the subdivision plan satisfies geotechnical requirements only and will be subject to a visual landscape assessment at the time of building consent for any new dwelling.
- 12. That pursuant to Section 221 of the Resource Management Act 1991, a consent notice shall be registered on Lot 4 to the effect that:

(i) No dwelling shall be erected and no further subdivision shall occur until additional geotechnical investigations have been undertaken to confirm the suitability of the site for the intended development.

Development Contributions

Development contributions are not conditions of this resource consent and there is no right of objection or appeal.

The consent holder is advised that pursuant to the Local Government Act 2002 and the Council's Development Contribution Policy contained in the Selwyn Community Plan (LTCCP) the following contributions are to be paid in respect of this subdivision before the Council will issue its certificate pursuant to Section 224(c) of the Resource Management Act 1991.

Note: Principles of the Development Contribution are being challenged by a group of land owners through the LTP process. If this challenge results in retrospective changes to Development Contribution amounts that apply to this consent, this will be reflected in the amounts charged at the time of application for the Section 224(c) certificate for each stage.

Note: The amounts set out below are applicable at the time of the granting of this consent. The actual amounts to be paid will be reassessed at the time an application is made for the issue of Council's Section 224(c) certificate for the subdivision. To avoid delays, the consent holder should seek the reassessed amounts prior to the application for the Section 224(c) Resource Management Act 1991 certificate.

Reserve Contribution

i. That a reserve fund contribution shall be paid to the Council as follows. The monetary value of this reserve fund contribution is to be calculated, agreed and paid in accordance with a valuation supplied by the consent holder. The reserve contribution payable is 2% of the market value of the three allotments created having an average size of 4.0ha.

Roading Contribution

 ii. A calculated roading contribution of: \$2058 (GST incl) for Christchurch, Rolleston and environs (CRETS) roading upgrades, UDS area

NOTES TO THE CONSENT HOLDER

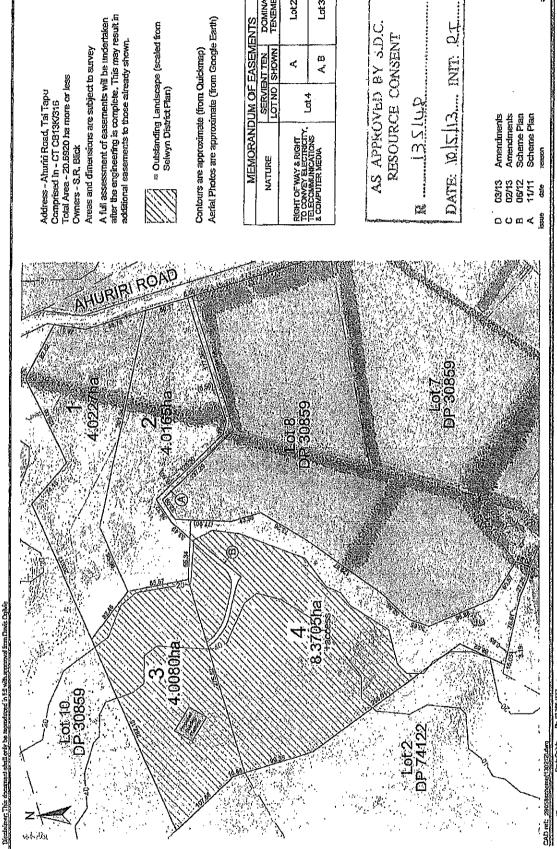
- a. Pursuant to section 125 of the Resource Management Act 1991, if not given effect to, this resource consent shall lapse five years after the date of this decision unless a longer period is specified by the Council upon application under section 125 of the Act.
- b. In accordance with Section 36 of the Resource Management Act 1991, the Council's basic monitoring fee has been charged.
- c. The consent holder shall contact the Selwyn District Council Transportation Department to coordinate an inspection of the entranceway and accessway formation in accordance with Conditions 7 & 8 above. At least two days' notice shall be given before work commences.

- d. The consent holder is reminded of the need to transfer all water take, use and discharge permits to new owners.
- e. Onsite wastewater and stormwater treatment and disposal systems and the installation and use of bore must comply with the requirements of Selwyn District Council, Environment Canterbury Natural Resources Regional Plan and other relevant documents. Where compliance via a Certificate of Compliance cannot be provided, a resource consent must be obtained.
- f. Further investigation of stormwater discharge will be required at building consent stage.
- g. The Council does not require physical connections to power and telephone services in the rural area and all prospective purchasers should investigate likely costs.

Yours faithfully Selwyn District Council

Tim Joll

CONSULTANT RESOURCE MANAGEMENT PLANNER



Lot2

SERVIENT TEN

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Proposed Subdivision of Lot 9 DP 30859

Resign Resign Constraint Constraint Resignation

RB RB RB RB



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Dear Sir

RE: RESOURCE CONSENT APPLICATION - 135149

APPLICANT:

Simon Blick

LOCATION:

Ahuriri Road, Tai Tapu

LEGAL DESCRIPTION:

Lot 9 DP 30859

ZONING:

Inner Plains zone.

PROPOSAL:

Land use consent is sought for roading to form the unformed portion of Ahuriri Road and for the

earthworks required to form the access way.

TYPE OF APPLICATION:

This application has been assessed as a landuse consent for discretionary activities under the Partially Operative District Plan. As such the relevant provisions of the Proposed District Plan, and the Resource Management Act 1991, have been taken into account.

COUNCIL DECISION

This amended application was lodged and formally received with the Selwyn District Council on 8 April 2013. Assessment and approval took place 10 May 2013 under delegated authority given by the Council.

The full text of the decision is as follows:

Resource consent 135149 is granted pursuant to sections 104 and 104B of the Resource Management Act 1991 subject to the following conditions imposed under sections 108 and 220 of the Act.

- That the exposed cut and fill on the verges of the accessway be re-grassed as soon as practicable following completion of the earthworks.
- 2. An Eroslon and Sediment Control Plan (ESCP) shall be submitted for review prior to the construction of vehicle accessways. The ESCP is to include (but is not limited to):
 - · Site description, i.e. topography, vegetation, soils etc
 - · Details of proposed activities.
 - A report including the method and time of monitoring to be undertaken.
 - A locality map.
 - Drawings showing the site, type and location of sediment control measures, onsite catchment boundaries and offsite sources of runoff,
 - Drawings and specifications showing the positions of all proposed mitigation areas with supporting calculations if appropriate.

The approved ESCP shall be implemented on site during the accessway construction phase and no works are to commence until such time as the ESCP has been approved.

The ESCP shall be designed by a suitably qualified person and a Quality Assurance Certificate supplied with the plan.

NOTES TO THE CONSENT HOLDER

- a) That in accordance with Section 36 of the Resource Management Act 1991, the Council's basic monitoring fee has been charged.
- b) Pursuant to Section 125 of the Resource Management Act 1991, if not given effect to, this resource consent shall lapse five years after the date of this decision unless a longer period is specified by the Council upon application under Section 125 of the Act.

Yours faithfully Selwyn District Council

Tim Joll

CONSULTANT RESOURCE MANAGEMENT PLANNER



IN THE MATTER of the Resource Management Act 1991

<u>AND</u>

IN THE MATTER of Resource Consent 135148

CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar

Canterbury Land Registration District

TAKE NOTICE: That the land hereinafter described is subject to conditions in relation to a subdivision

"That a potable water supply will need to be established to service any new dwelling erected &

Selwyn District Council is unlikely to maintain the upgrade to Ahuriri Road unless it is upgraded to council standards and joins to an existing section of maintained road."

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 1 - 4 DP 470037 contained in Computer Freehold Registers 633961, 633962, 633963 and 633964.

<u>DATED</u> this 22nd day of November 2013

SIGNED for and on behalf of Selwyn District Council

____Authorised Officer

LAND COVENANTS

Ahuriri Road subdivision

1. Land covenants ("covenants")

The Grantee and the Grantor wish to protect the visual concept and integrated appearance of the Subdivision. To achieve this the Grantor covenants with the Grantee as set out below and requests that such covenants be noted against the Servient and Dominant Tenenments having the benefit and the burden of the covenants.

2. Interpretation

For the purposes of these covenants:

- (a) "Allow" includes to do, facilitate, permit and suffer;
- (b) "Building" includes all structures and construction including (but not limited to) dwelling-houses, flats, units, garages, glasshouses, ancillary buildings, sheds and improvements erected on the Servient Tenement;
- (c) "Erect" and "Erected" includes to install, construct, relocate or place on the Land, Lot or in any Building and also includes "allow to erect";
- (d) "Landscape Feature" includes all fences, walls, windbreaks, driveways, entrance ways, decks and concrete areas;
- (e) "Servient and Dominant Tenements includes the lots to be subdivided out of Lot 4 Deposited Plan 470037;
- (f) "Subdivision" means all the land in Lot 9 Deposited Plan 30859; and
- (g) The headings used in this document are for convenience only and do not form part of the covenants nor are they to be used in interpretation of the covenants.

3. Approvals

- 3.1 All approvals or consents required by these Covenants shall be sought by the Grantor from the Grantee (or its appointed agent) prior to any work being carried out on the Servient Tenement and shall be given or refused in the sole, absolute and unfettered discretion of the Grantee. In particular, the Grantee reserves the right to approve requests for one party in respect of a particular Servient Tenement without creating any form of precedent or obligation for another party and may refuse an identical request from the same or another party in respect of a different Servient Tenement without having to give reasons.
- 3.2 When the Grantee exercises its discretion (as referred to in clause 3.1 above) it may also take into account its own assessment of the affects on any land, and/or Building, or the visual concept or integrated appearance of the Subdivision.
- 3.3 The Grantee shall have the absolute right to assign or delegate to any agent the right to grant approvals or consents required by these Covenants.
- 3.4 The address of the Grantee (or its agent) for approvals is at the time of registration of these covenants;-

40 Sugden Street Christchurch 8024 3.5 The Grantee shall endeavour to advise the Grantor in writing of its decision in respect of any application for approval or consent under these covenants within 21 days of actual receipt of their written request.

The following Clauses shall apply in perpetuity:

4. Perpetual Covenants

The Grantor shall not:

- 4.1 Erect on the Servient Tenement any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials (except brick);
- 4.2 Allow the use of the Servient Tenement for institutional purposes or as any form of hostel, lodge or boarding house. This clause however shall not prevent the Servient Tenement being used for home-based employment (including home stays) provided that all such use complies with the relevant district plan;
- 4.3 Allow the Servient Tenement to be used for any form of residential purposes either by the erection of temporary Buildings or by the placement of caravans and/or vehicles able to be used for human habitation;
- 4.4 Allow the use of the Servient Tenement for the purposes of wrecking or dismantling any motor vehicle or building or to allow the storage of any material derived from the dismantling of any motor vehicle or building or the Servient Tenement as a junkyard, metal or scrap metal yard;
- 4.5 Allow any intensive animal factory activities on the Servient Tenement nor:
 - (a) Keep pigs on the Servient Tenement other than a maximum of two pigs which must be kept in clean and tidy sites and must not emit any odour over the boundary of the Servient Tenement that is offensive and/or objectionable to any occupier in the Subdivision;
 - (b) Keep poultry on the Servient Tenement other than a maximum of 12 laying birds for the personal consumption;
- 4.6 Allow maintenance of any Building or Landscape Feature to deteriorate whereby the standard of presentation is either:
 - (a) Less than that represented in the rest of the Subdivision; or
 - (b) Unreasonable, taking into account fair wear and tear and the original condition at the time the Building or Landscape Feature was completed;
- 4.7 Allow any Ham Radio or similar aerial or satellite dish:
- 4.8 Allow any activity to be carried on which through unreasonable or excessive noise or pollution will or might detract from the peaceful rural aspect of the other occupiers in the Subdivision;
- 4.9 Allow any advertising sign or hording of any kind to be erected on any part of the Servient Tenement or any Building (except for compulsory statutory signage, real-estate signage pending sale and builder's signage during construction, and pending sale);
- 4.10 Allow any animal (including dogs and other domestic pets) to be kept on or about the Servient Tenement or Building which is or is likely to cause a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, without otherwise limiting this restriction, not to allow on or about the Servient Tenement any dog which in whole or in part is, or resembles or appears to resemble the Pitt Bull Terrier,

American Pit Bull Terrier, Staffordshire Cross, Brazilian Fila, Dogo Agrentino, Japanese Tosa, Rottweiler, or Doberman Pinscher types or breeds;

- 4.11 Allow the Servient Tenement or any Building to be used as a kennel, cattery, zoo or any similar use whether it be on a commercial basis or not;
- 4.12 Allow any Buildings, grass, weeds, rubbish, waste material, noxious substances or other deleterious material on the Servient Tenement that is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision;
- 4.13 Operate any noise making bird-scaring devices on the Servient Tenement; or
- 4.14 Allow use of any part of the Servient Tenement as a transport and/or contractors depot or yard providing that a sole contractor or Transporter may store that person's machinery or vehicle as long as that person's machinery or vehicle is kept under permanently erected cover and is screened from any road, right of way or access way on the subdivision.

The following Clauses shall apply for a period of ten (10) years:

5. Ten (10) Year Covenants

Without first receiving the written approval of the Grantee, the Grantor shall not:

- 5.1 Erect any Building or Landscape Feature;
- Erect or place or permit to be placed on the Servient Tenement any Building (which is to be used as a residence) on any Servient Tenement which has a floor area of less than 200 square metres, excluding a garage, under one roof;
- 5.3 In terms of the Grantee's approval (under clause 5.1 above) the Grantee shall not (but in no way limiting the Grantee's discretion):
 - (a) Erect any Building on the Servient Tenement with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanised steel of similar materials;
 - (b) Use exterior cladding of any material for any Building other than clay brick, colour steel, linear boards, texture plaster, stained timber weatherboard, surface coated concrete block, stucco, solid plaster or glazing or a combination of the above;
 - (c) Leave the outside of any Landscape Feature or Building unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brink/stone are used;
 - (d) Use a roofing material on any Building other than:
 - (i) Tiles (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel);
 - (ii) Steel (being pre-painted, long-run pressed or rolled steel);
 - (iii) Shingles;
 - (iv) Slate, or
 - (v) Membrane roofing.

The Grantor shall not allow any Building on the Servient Tenement to be occupied as a residence in any way until:

- (a) The Building Code Compliance Certificate(s) has been issued by the local authority:
- (b) The Buildings have been completed in accordance with all the terms of these Covenants; and
- (c) All exterior wok and decoration to the Buildings, as approved, are completed.

The Grantor covenants to complete all Building (which requires a building consent) within 12 months of the date of the grant of a building consent and Landscape Features within 12 months from occupation of any dwelling.

6. Enforcement

- 6.1 If there is any breach or non-observance of any of the covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall at their cost, (with respect to each individual breach):
 - (a) Upon written notice being given by the Grantee (or by any other registered proprietor of a Dominant Tenement) to the party in breach pay agreed liquidated damages in the sum of \$100.00 per day for everyday that such breach or non-observance continues after the date 30 working days after the date upon which each written notice has been given, such liquidated damages to be shared equally among each notice giver;
 - (b) Immediately upon receipt of such notice to remove or cause to be removed from the Servient Tenement any Building or Landscape Feature or other item erected on the Servient Tenement in breach, or in non-observance of these covenants; and
 - (c) Immediately upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the covenants with approved materials; and
 - (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these covenants.
- The Grantor agrees that the Grantee does not have any responsibility or liability for the enforcement, and enforceability, applicability or lack of action with respect to enforcements or applicability of any of these covenants. In addition, apart from the exercise of its discretion with respect to consents, approval or disapprovals or matter referred to in these covenants, the Grantee does not undertake to enforce or monitor compliance of the covenants. The Grantee shall not be liable to the Grantor for any breach of any of the covenants by any of the registered proprietors for the time being within the Subdivision and the Grantor also agrees to keep the Grantee indemnified, free and harmless from any claim, liability, loss, costs or action arising against it or its agents in this regards.

7. Dispute Resolution

- 7.1 Except as relates to the exercise of any discretion, opinion, consent or approval requested of the Grantee under these covenants, and without prejudice to the enforcements provisions of this document, if any dispute arises between or among the parties concerning the covenants above, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 7.2 If the dispute is not resolved within 30 working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 7.3 If an arbitrator cannot be agreed upon within a further 10 working days then an independent arbitrator will be appointed by the President for time being of the New Zealand Law society at the request of either party.

- 7.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.
- 8. The Grantor and any registered proprietors of a Servient Tenement will be liable to observe and perform the covenants only while they are a registered as proprietors. A transfer of the property by them will not however relieve them from any liability which has arisen before the date of transfer.
- 9. The Grantor shall not call upon the Grantee to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Grantor's property and any adjoining land provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

ANNEXURE SCHEDULE B

Rights of Way

1. Where there is a conflict between the provisions of the 4th Schedule to the Land Transfer Regulations 2002 and the 5th Schedule to the Property Law Act 2007, the 5th Schedule to the Property Law Act 2007 is to prevail.

Right to Convey Water

- 1. The word "equally" in Clause 11(2) of Schedule 4 of the Land Transfer Regulations 2002 shall be replaced with the words "in proportion to which they use the easement facility".
- 2. The registered proprietor of the Dominant Tenement shall install and maintain a water meter on the pipeline at the point where it enters their lot, prior to taking water, so as to determine the amount of water taken.
- 3. The registered proprietor of Lot 2 shall maintain a separate power account for the power supply to the pump.







Title Plan - LT 470037

Survey Number

LT 470037

Surveyor Reference

29058: Ahuriri Rd

Surveyor

Russell Thomas Benge

Survey Firm

Davis Ogilvie & Partners Ltd (Christchurch)

Surveyor Declaration I Russell Thomas Benge, being a licensed cadastral surveyor, certify that:

(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the

Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b) the survey was undertaken by me or under my personal direction.

Declared on 21 Nov 2013 05:27 PM

Survey Details

Dataset Description Lots 1-4 Being A Subdivision of Lot 9 DP 30859

Status

Submitted

Land District

Canterbury

Survey Class

Class B

Submitted Date

21/11/2013

Survey Approval Date

Deposit Date

Territorial Authorities

Selwyn District

Comprised In

CT CB13K/316

Created Parcels			
Parcels	Parcel Intent	Area	CT Reference
Area G Deposited Plan 470037	Easement		
Area H Deposited Plan 470037	Land Covenant		
Lot 1 Deposited Plan 470037	Fee Simple Title	4.0081 Ha	633961
Lot 2 Deposited Plan 470037	Fee Simple Title	4.0323 Ha	633962
Lot 3 Deposited Plan 470037	Fee Simple Title	4.0093 Ha	633963
Lot 4 Deposited Plan 470037	Fee Simple Title	8.6423 Ha	633964
Area A Deposited Plan 470037	Easement		
Area B Deposited Plan 470037	Easement		
Area C Deposited Plan 470037	Easement		
Area D Deposited Plan 470037	Easement		
Area E Deposited Plan 470037	Easement		
Area F Deposited Plan 470037	Easement		
Total Area		20.6920 Ha	

Schedule / Memorandum



Davis Ogilvie & Partners Ltd 186 Hazeldean Road, Addington, Christchurch P O Box 589, Christchurch, 8140, New Zealand

(03) 366 1653 0800 999 333 (6 (03) 379 2348 admin@do.co.nz (7 www.do.co.nz

Offices in Christchurch, Nelson, Greymouth and Timaru

DP 470037

	M	emorandum of Easements	
Purpose	Shown	Servient Tenement	Dominant Tenement
Right to convey water, electricity, telecommunications and computer media	A, G	Lot 4	Lots 1, 2 & 3
Right of Way	Α	Lot 4	Lots 2 & 3
	B, G	Lot 4	Lot 3
Right to convey water Right to convey electricity	С	Lot 2	Lots 1, 3 & 4
Right to convey water Right to convey electricity telecommunications and computer media	D	Lot 4	Lots 1, 2 & 3
	E	Lot 4	Lots 1 & 3
	F	Lot 3	Lot 1

Memorandum of Easements in Gross			
Purpose	Shown	Servient Tenement	Grantee
Right to convey electricity in gross	A, D, E, G	Lot 4	Orion New Zealand Limited
	С	Lot 2	
	F	Lot 3	

Proposed Easements in Gross				
Purpose	Shown	Servient Tenement	Grantee	
Right to convey telecommunications and	A, D, E, G	Lot 4	Chorus New Zealand Limited	
computer media in gross	F	Lot 3		

Notes:

Area H hereon being an area of 0.1200 hectares is subject to a consent notice

Lots 1 - 4 are subject to consent notices.

