

MCRAE & KNOWLER

PROPERTY BROCHURE

71 WAIKIRIKIRI AVENUE, LINCOLN



71 WAIKIRIKIRI AVENUE, LINCOLN

Price By Negotiation

CRAFTED FOR DISTINCTION

 3  2  3  274 m²  925 m²

Built by the esteemed Pete Built Homes Ltd, this brand-new residence of approximately 274m² is a step above the ordinary, showcasing exceptional design, styling, and carefully considered details throughout. Every element has been curated to create a home that blends modern functionality with elevated aesthetics. Premium finishes are evident throughout, including 100% wool carpet, engineered timber, and designer tiles. Climate control is handled by a fully ducted Mitsubishi system, with gas hot water providing efficiency. A Bosch alarm system adds peace of mind. The formal entryway impresses immediately with a high-stud ceiling and a dramatic stone feature wall, setting the tone for a property defined by style. Beyond the open-plan kitchen, dining, and family living area, the space is drenched in natural light, with pitched ceilings amplifying the sense of space. The dining area opens seamlessly to a large Kwila deck, designed for effortless entertaining. The kitchen reflects both luxury and practicality, featuring a Belling oven, integrated fridge/freezer, dishwasher, beverage fridge, full scullery, and a generous island bench, perfect for entertaining or family living. Just off the main living space, a second lounge tucked behind cavity sliders provides an inviting retreat, while a custom barn door unveils an office that offers a functional work-from-home solution. The three double bedrooms are generously proportioned, with the master suite standing out through elegant wallpaper, a spacious walk-in wardrobe, and private patio access. The fully tiled ensuite includes dual vanities and a double shower. Two additional bedrooms are served by a fully tiled family bathroom and a separate powder room, finished with designer wallpaper. The internal laundry is high-spec and fully tiled, combining practicality with style. The triple-car garage is fully ply-lined and carpeted, with scope for built-in storage.



SCAN TO DOWNLOAD
REPORTS AND SALE
PARTICULARS



LEGALS

Land area	925 sqm
Floor area	274 sqm
Tenure	Freehold
Rateable value	1,180,000
Land value	450,000
Improvements value	730,000
Rates	5029.35
Council zone	Living Z

ENERGY

Heating	2 Heat Pumps, Ducted Heating for 1 Living and 1 Bedroom
Insulation	Walls and Roof
Windows	Double Glazing
Water heating	Gas

CONSTRUCTION

Year built	2025
Exterior	Plaster
Roof	Steel/G-Iron

EDUCATION

Early childhood	Lincoln University Early Childhood Centre, BestStart Te Whariki, Educare Lincoln Village
Primary	Ararira Springs Primary- Te Puna o Ararira
Secondary	Lincoln High School

CHATTELS

Bathroom Extractor Fan, Blinds, Burglar Alarm, Dishwasher, Drapes, Fixed Floor Coverings, Garage Door Opener Remote Control, Heated Towel Rail, Light Fittings, Rangehood, Security System, Smoke Detectors, Husky Integrated Fridge Freezer, Belling 90cm Richmond Dual Fuel Freestanding Oven and Cooktop, Haier Refrigerator, Pana 32l Microwave, Hisense Front Load Washer 7.5kg, Hisense 8kg Heat Pump Dryer, Bosch Dishwasher, Rangehood 90cm, Barn Door, Heated Towel Rails x 2, Garden ornaments x 2



INTRODUCING

CAMERON MCRAE

Cameron commenced selling real estate at the age of twenty and has gone on to sell an excess of \$150 million in real estate that has resulted in an increasing database of local clients as well as numerous contacts from outside the region as well.

Cameron's friendly and down to earth nature along with his strong skill set and extensive knowledge of the Selwyn area will guide you through the process of selling or buying your home - striving for a stress free experience for all involved. He consistently achieves top sale prices in every type of market. His communication skills are second to none and the many lasting relationships he's built with clients prove his commitment and dedication to his career. Cameron understands the philosophy that if you are professional, committed, authentically yourself and true to your clients, the results will follow. He specialises in residential homes, house and land packages, sections, bare land and lifestyle blocks.

Aside from his love for listing and selling real estate Cameron can be seen watching local rugby games, water skiing or fishing and diving. He also enjoys cooking and spending time with his wife Laura and their Golden Retriever - Charlie.



SCAN TO REQUEST
A MARKET PRICE
UPDATE



26 Bella Vita Drive, Lincoln 7608

Pete: Phone 027 242 4056

Melissa: Phone 021 140 9725

Email: melissa.pete@xtra.co.nz

Appliance Specifications

Lot # 4503 – 71 Waikirikiri Ave, Lincoln 7608

Husky 266 LT Integrated Fridge Freezer

Product Code: HUS266INBM

Manufacturer's Warranty of 36 Months



Belling 90cm Richmond Dual Fuel Oven

Product Code: BRD900DFB

Manufacturer's Warranty 60 Months

Custom Painter Doors in Resene White Pointer to match walls.



Robinhood 90cm Power Pack Gesture Central White Glass

Product Code: RPG3CL90WH

Manufacturer's Warranty of 24 Months



Haier Refrigerator Beverage Center

Product Code: HRF90UC

Manufacturer's Warranty of 24 Months



Pana 32L Microwave Invertor White

Product Code: NN-ST64JWQPQ

Manufacturer's Warranty of 24 Months



Bosch Series 4 14PL Fully Integrated Dishwasher

Product Code: SMV4HTX01A

Manufacturer's Warranty of 24 Months



Hisense Front Loader Washer 7.5KG

Product Code: HWFS7514S

Manufacturer's Warranty of 36 Months



Hisense 8KG Heat Pump Dryer

Product Code: HDF5S80H

Manufacturer's Warranty of 36 Months





25/01/25.

25/01/25.
[Signature]
1.9M (H) 42 X 42MM PINUS R
VERTICAL SLAT SCREEN WITH SAVING
RESERVE ALL

1.5M (H) 42 X 42MM PINUS RADIATA
VERTICAL SLAT SCREEN WITH SWING GATE -
RESENE ALL BLACK

GRAVEL DRAINAGE STRIP
200MM WIDE
BLACK CHIP - 20MM

BIN STORAGE AREA

— CLOTHES LINE

RAISED MACROCARPA SLEEPER VEGGIE GARDENS
200 X 80MM BOARDS WITH TOP CARPENTERS BOARD TOPS WITH
TOTAL HEIGHT 100MM

RAISED MICROCARP SLIPPER VERDE GARDENS
200 X 50MM BOARDS WITH TOP CAPPING BOARD 100MM WIDE
TOTAL HEIGHT 850MM

COLOURED CONCRETE PATHS
PERNICOLOUR - BLUESTONE
FINISH - SPONGE
2 COATS OF SEALER

EXPOSED AGGREGATE CONCRETE
2 SHOTS BLACK OXIDE
2 COATS OF SEALER

COLOURED CONCRETE
PERMICOLOUR - BLUESTONE
FINISH - SPONGE
2 COATS OF SEALER

KARLA DECKING
+ GUNN BULFORD

200 SERIES CONCRETE BLOCK WALLS
MOULD RENDER FINISH TO MATCH HOUSE
COLOUR TO MATCH HOUSE RENDER
HEIGHT - 1630MM ABOVE FINISHED DECK HEIGHT

COLOURED CONCRETE
PERMOCOLOUR - SILVESTONE
FINISH - SPONGE
2 COATS OF SEALER

200 SERIES CONCRETE BLOCK WALL
SOLID RENDER FINISH TO MATCH HOUSE
COLOUR TO MATCH HOUSE RENDER
HEIGHT - 450 - 50MM ABOVE FINISHED DECK HEIGHT

COLOURED CONCRETE NOW STRIP
PERMICOLOUR - BLUESTONE
FINISH - SPONGE
2 COATS OF SEALER

COLOURED CONCRETE MOW STRIP
PERM-COLOUR BLUESTONE
FINISH- SPONGE

RYALA HORIZONTAL FEATURE WALL
80 X 100MM BOARDS WITH 10MM GAPS
STAINLESS STEEL SCREWS

KIMURA, DEERING
LEAHY, EDWARDS

LANDSCAPE KEY



PROPOSED EXPOSED
AGGREGATE

KWL & DECKING
140MM BOARDS

PROPOSED HEEL

LAWN AREA



COLOURED CONCRETE
BLUESTONE
(PERMACOLOUR)

GRAVEL

PROPOSED
GARDEN BED

PROPOSED TREES

© 2002 IEEE
www.ieee.org
2140 Guilford Street, London

DATE	REV	DESCRIPTION
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Pete Built
71 Waikirikiri Ave
Lincoln

SITE PLAN

STAGE	Case
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JOB NO. 253

DATE
13.05.20

LYNG NO.
CON AC

AC

DRAWN

REV	
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DWG
LANDSCAPE ARCHITECTURE &
OUTDOOR KITCHENS



Approved Plans for Lot 4503
Te Whāriki

25/01/25

Pete Built



Landscape Design &
Construction
1 100 100 100
www.dwg.co.nz
© 2014 David Brown, Lincoln

REVISIONS		
DATE	REV	DESCRIPTION

PROJECT TITLE
Pete Built
71 Weikirikiri Ave
Lincoln

DRAWING TITLE
DIMENSION PLAN

SCALE
1:100 @ A1 & 1:200 @ A3
STAGE
Concept
JOB NO
208

DATE
09.05.24
DRAWN BY
DAN DRI

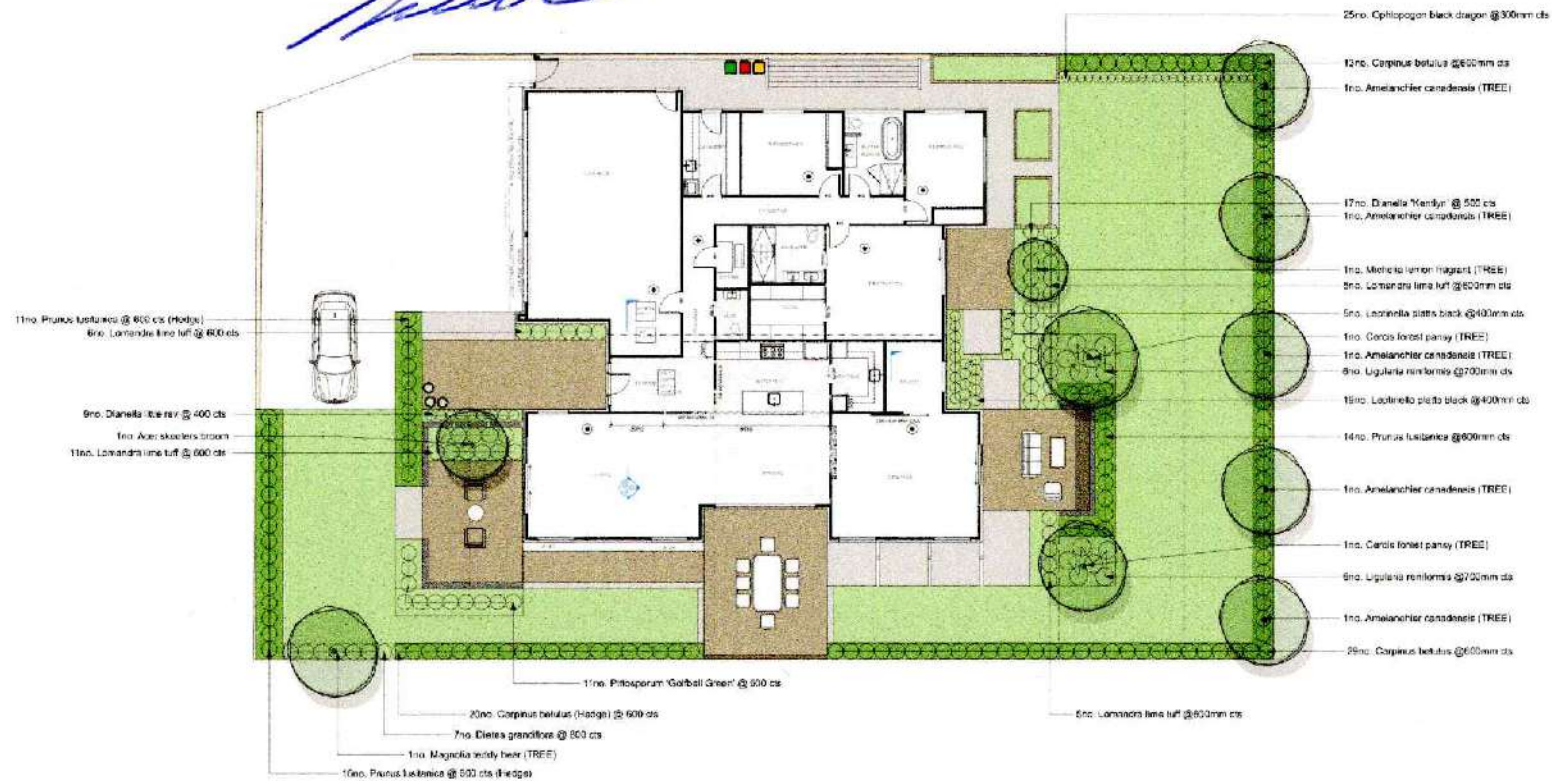
DESIGNED
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CHKD
HRV

DWG
LANDSCAPE ARCHITECTURE &
OUTDOOR KITCHENS



Approved Plans for Lot 4503
Te Whāriki 25/01/25

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Landscape Design & Construction

1001 199 194
www.dwg.co.nz
2018 Corbett Street, Lincoln

REVISIONS

DATE	REV	DESCRIPTION

PROJECT TITLE

Pete Built
71 Waikiki Ave
Lincoln

DRAWING TITLE

PLANTING PLAN

SCALE

1:100 @ A1 & 1:200 @ A2

STAGE

CONCEPT

JOB NO
2238

DATE

13.05.24

DWG NO
CON_003

DESIGNED

AC

DRAWN

AC

REV

DWG
LANDSCAPE ARCHITECTURE &
OUTDOOR KITCHENS



Timber decking - Kwila



Raised veggie gardens

ed Plans for Lot 4503

Te riki 25/01/25

[Handwritten signature]



Cantilvered bench seat



Deck wall

PRECEDENTIMAGES

SHRUBS



Dianella little rev



Dietes grandiflora



Carpinus betulus



Choisya ternata



Pittosporum golfball

SHRUBS



Lomandra limetuff



Ligularia reniformis



Leptinella platts black



Prunus lusitanica



Ophiopogon planiscapus
'Black Dragon'

TREES



Cercis 'Forest Pansy'



Michelia 'Lemon Fragrant'



Amelanchier canadensis



Acer skeeters broom



Magnolia teddy bear

PLANTINGIMAGES

Approved Plans for Lot 4503
Te Whāriki 25/01/25
[Signature]

DW/G
LANDSCAPE ARCHITECTURE &
OUTDOOR KITCHENS



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



R.W. Muir
Registrar-General
of Land

Identifier **1056520**
Land Registration District **Canterbury**
Date Issued 16 August 2022

Prior References
1042439

Estate Fee Simple
Area 925 square metres more or less
Legal Description Lot 4503 Deposited Plan 575588
Registered Owners
Pete Built Homes Limited

Estate Fee Simple - 1/4 share
Area 175 square metres more or less
Legal Description Lot 453 Deposited Plan 575588
Registered Owners
Pete Built Homes Limited

Interests

Land Covenant in Easement Instrument 9944197.12 - 23.2.2015 at 3:07 pm
Subject to Section 241(2) Resource Management Act 1991 (affects DP 575588)
Subject to a right of way, right to drain water and sewage and right to convey water, electricity and telecommunications over Lot 453 DP 575588 created by Easement Instrument 12530947.3 - 16.8.2022 at 4:27 pm
Appurtenant to Lot 4503 DP 575588 is a right of way, right to drain water and sewage and right to convey water, electricity and telecommunications created by Easement Instrument 12530947.3 - 16.8.2022 at 4:27 pm
The easements created by Easement Instrument 12530947.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Covenant Instrument 12530947.4 - 16.8.2022 at 4:27 pm (affects Lot 4503 DP 575588)
Land Covenant in Covenant Instrument 12530947.5 - 16.8.2022 at 4:27 pm (affects Lot 4503 DP 575588)
Land Covenant (in gross) in favour of Selwyn District Council created by Covenant Instrument 12530947.7 affecting part Lot 4503 DP 575588 marked F on DP 575588 - 16.8.2022 at 4:27 pm
12530947.12 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.8.2022 at 4:27 pm (affects Lot 4503 DP 575588)
12530947.13 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.8.2022 at 4:27 pm (affects Lot 4503 DP 575588)
13177170.2 Mortgage to TSB Bank Limited - 13.12.2024 at 3:23 pm



View Instrument Details



Instrument No 9944197.12
Status Registered
Date & Time Lodged 23 February 2015 15:07
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Computer Registers Land District

678073	Canterbury
678074	Canterbury
678077	Canterbury

Annexure Schedule: Contains 11 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	☒
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☒
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☒
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☒
I certify that the Caveator under Caveat 8992523.23 has consented to this transaction, which is subject to the Caveat, and I hold that consent	☒

Signature

Signed by Toby Ross Giles as Grantor Representative on 23/02/2015 03:00 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	☒
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☒
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☒
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☒

Signature

Signed by Toby Ross Giles as Grantee Representative on 23/02/2015 03:01 PM

*** End of Report ***

Form B

Easement instrument to grant easement or profit à prendre, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure

Schedule, if required

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		678073 678074	678073 678074 678077

Form B - continued**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***Creation of Land Covenants**

The Grantor for itself and its successors in title **covenants and agrees** with the Grantee and its successors in title for the benefit of Lots 147, 156 and 1503 on Deposited Plan 482142 (collectively called the "Benefiting Lots") that:

1. The Grantor will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Grantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land;

Default Provisions

2. If there should be any breach or non-observance on the Grantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of those covenants the Grantor will upon written demand being made by the Grantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Grantor of the covenants contained in this instrument.
4. The Grantee will not call upon the Grantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Grantee **provided** that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***A INTERPRETATION**

For the purposes of this Land Covenant, "the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

B The Grantor and their successors in title SHALL NOT:**1.1 Subdivision**

Further subdivide any of Lots 147 or 156 whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision that has the effect only of adjusting the boundaries between two adjoining lots.

1.2 Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

1.3 Use Prior to Completion

Use the property as a residence before both of the following have been provided to the Grantee

- a) a Code Compliance Certificate issued by the Selwyn District Council unless section 364(2) of the Building Act 2004 applies; and
- b) a Producer Statement from a registered drain layer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied six months after the issuing of a Code Compliance Certificate for the first dwelling built on the lot.

1.4 Storage of Vehicles

Store any vehicles (including boats, trailers, caravans and motor-homes) in any structure such as a gazebo, lean-to or carport that is not fully enclosed.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***1.5 Noxious Weeds and Rubbish**

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

1.6 Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Show Home, PROVIDED THAT under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 1.9.

1.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbeques or free-standing outdoor gas heaters.

1.9 Decorative Fences –Reserve Boundaries

In respect of Lot 156 which adjoins a Reserve:

- a) remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining Reserve: and
- b) build or permit to be built any building or structure within two metres of the boundary between the Lot and the adjoining Reserve. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing

1.10 Dwelling Height

Erect on any Lot a dwelling greater in height than a single storey. The Grantee may, at the Grantee's sole discretion, approve plans with living areas situated within the roof cavity

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

of the dwelling provided that there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights. Any such dwelling shall not be deemed to be in breach of this clause by virtue of its having a living area situated within the roof cavity.

1.11 New Materials

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Grantee's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

1.12 Non-permitted Cladding Materials

Construct any building on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

1.13 Painting

Leave the outside of any dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

1.14 Building Materials

Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted), nor exterior cladding of material other than clay brick, weather-board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Grantee's Design Guidelines.

1.15 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

1.16 Boundary Fencing – Road Frontage Setbacks**a) Interpretation**

"Maximum Length" means 50% of the length of the Road Boundary

"Road Boundary" means a boundary between a Lot and any legal road

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

"Side Boundary" means a boundary between a lot and an adjoining lot that is not a Road Boundary

"Total Length" means the total length of the fence taken in a line parallel to the road

b) Road Boundary Fencing – Lots 147 and 156,

The Grantor shall not permit any fence or other structure (other than a letterbox) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary, with the distance between such line and the Road Boundary being determined by those parts of the dwelling closest to the Road Boundary PROVIDED HOWEVER, that in recognition of the larger Road Boundary length of these lots and the desirability of allowing privacy, the Grantor shall be entitled to erect a fence closer to the Road Boundary than provided above so long as the fence is erected at least 1 metre from the Road Boundary and complies with the following requirements:

- (i) The fence is constructed using primarily the same materials as the external walls of the dwelling
- (ii) The fence is no higher than 1.8 metres above finished ground level
- (iii) The Total Length of the fence does not exceed the Maximum Length. By way of illustration only, the Grantee Acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the Maximum Length.

1.17 Side Boundary Fences

- a) Permit any fence to be erected on the common Side Boundaries between any of Lot 156 and Lot 157 DP 469509 and Lot 147 and Lot 208 DP 475244 within 1 metre of the point where the Side Boundary meets the Road Boundary and providing the fence complies with the following requirements:
 - (i) the fence is a maximum of 1.2 metres in height within 1 metre of the point where the Side Boundary meets the Road Boundary; and
 - (ii) the fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.
- b) Permit any fence erected on the Lot or any boundary to exceed 1.8 metres generally above finished ground level.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

- c) Permit any fence on the common Side Boundaries between Lot 156 and a reserve unless the fence complies with the following requirements:
 - (i) the fence is 1.2 metres in height at the point where it meets the boundary with the adjoining reserve (equal to the height of the decorative metal fence on the boundary with the reserve) and
 - (ii) the fence is raked at an angel of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level

1.18 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling or fences, or as approved by the Grantee in accordance with clause 1.21.

1.19 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained, and all unpaved areas are properly grassed or landscaped.

1.20 Satellite Dishes / Air Conditioning Units

- a) Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:
 - i) have a maximum diameter of one metre; and
 - ii) are situated at least four metres from the front facade of the dwelling; and
 - iii) are mounted below the ridgeline of the roof.
- b) Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.

1.21 Grantee to Approve Plans

Commence any work on the property:

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

- a) Without submitting to the Grantee for its approval all building plans, including site plans (showing the position of the vehicle crossing, unless already fixed by the Grantee) specifications, fencing, landscaping plans and builder. Sole discretion lies with the Grantee in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Grantee, to the Grantee's satisfaction.
- b) Which does not conform to the plans approved by the Grantee. Any variation to or deviation from the approved plans and Design Guidelines not approved by the Grantee will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.21 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first dwelling to be built on the Lot.

AND FURTHER PROVIDED THAT the Grantor acknowledges that the Grantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Grantee undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.22 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

1.23 Construction Zone Areas

Commence construction until a vehicle crossing of no more than four metres width has been installed in a position approved by the Grantee (unless already formed by the Grantee), the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based, in accordance with Selwyn District Council required standards. The Grantor shall not make any use of the adjoining lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles. The Grantor shall be responsible for any damage caused directly from the construction of the dwelling by their contractors to berms footpaths or adjoining lots.

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

1.24 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any Act passed in substitution).

1.25 Delivery of Materials

Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the property.

1.26 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present within the boundaries of the Lot at all times (and regularly emptied or replaced), nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

1.27 Washing of Vehicles

During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.

1.28 Portable Toilet Facility

Permit the Grantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Grantor shall provide a suitable portable toilet facility within the boundaries of the Lot for use by the Grantor's construction workers and contractors.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***2 Dispute Resolution**

Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

If the dispute is not resolved within twenty working days of the date on which the parties began 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.

If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury Branch of the New Zealand Law Society.

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.

View Instrument Details



Instrument No 12530947.2
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Order for New Certificate of Title



Head Records of Title

1042439

Land DistrictsCanterbury

Registered Owners**Ngai Tahu Property Joint Ventures Limited (1/2), Lincoln University Property Joint Venture Limited (1/2)**

New titles(s)	Legal description
1056518	Lot 4501 and 1/4 share in Lot 453 Deposited Plan 575588
1056519	Lot 4502 and 1/4 share in Lot 453 Deposited Plan 575588
1056520	Lot 4503 and 1/4 share in Lot 453 Deposited Plan 575588
1056521	Lot 4504 and 1/4 share in Lot 453 Deposited Plan 575588
1056522	Lot 4505 and 1/4 share in Lot 454 Deposited Plan 575588
1056523	Lot 4506 and 1/4 share in Lot 454 Deposited Plan 575588
1056524	Lot 4507 and 1/4 share in Lot 454 Deposited Plan 575588
1056525	Lot 4508 and 1/4 share in Lot 454 Deposited Plan 575588
1056526	Lot 4509 and 1/4 share in Lot 455 Deposited Plan 575588
1056527	Lot 4510 and 1/4 share in Lot 455 Deposited Plan 575588
1056528	Lot 4511 and 1/4 share in Lot 455 Deposited Plan 575588
1056529	Lot 4512 and 1/4 share in Lot 455 Deposited Plan 575588
1056530	Lot 4513 and 1/4 share in Lot 456 Deposited Plan 575588
1056531	Lot 4514 and 1/4 share in Lot 456 Deposited Plan 575588
1056532	Lot 4515 and 1/4 share in Lot 456 Deposited Plan 575588
1056533	Lot 4516 and 1/4 share in Lot 456 Deposited Plan 575588
1056534	Lot 4517 and 1/3 share in Lot 457 Deposited Plan 575588
1056535	Lot 4518 and 1/3 share in Lot 457 Deposited Plan 575588
1056536	Lot 4519 and 1/3 share in Lot 457 Deposited Plan 575588
1056537	Lot 4520 Deposited Plan 575588
1056538	Lot 4521 Deposited Plan 575588
1056539	Lot 4522 Deposited Plan 575588
1056540	Lot 4523 Deposited Plan 575588
1056541	Lot 4524 Deposited Plan 575588
1056542	Lot 4525 Deposited Plan 575588
1056543	Lot 4526 Deposited Plan 575588
1056544	Lot 4527 Deposited Plan 575588
1056545	Lot 4528 Deposited Plan 575588
1056546	Lot 4529 Deposited Plan 575588
1056547	Lot 4530 Deposited Plan 575588
1056548	Lot 4531 Deposited Plan 575588
1056549	Lot 4532 Deposited Plan 575588
1056550	Lot 4533 Deposited Plan 575588
1056551	Lot 4534 Deposited Plan 575588
1056553	Lot 452 Deposited Plan 575588
1056554	Lot 500 Deposited Plan 575588

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Toby Ross Giles as Registered Owner Representative on 02/09/2022 03:57 PM

***** End of Report *****

Form L

Annexure Schedule

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Insert instrument type

CONSENT TO ROAD VESTING

Continue in additional Annexure Schedule, if required

NGAI TAHU PROPERTY JOINT VENTURES LIMITED and **LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED** being registered proprietors of RT 1042439 hereby consent to the vesting of Lot 451 DP 575588 as legal road in the Selwyn District Council

Dated: this 9 day of AUGUST 2022

SIGNED by
NGAI TAHU PROPERTY JOINT VENTURES LIMITED by its
Director in the presence of:

Witness: *SS Simons*
Shyla Simons, Property Administrator
021306897
15 show place
Addington
Christchurch
8024

Form L

Annexure Schedule

Page of Pages

Insert instrument type

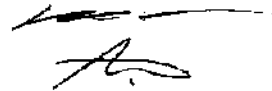
CONSENT TO ROAD & RESERVE VESTING

Continue in additional Annexure Schedule, if required

NGAI TAHU PROPERTY JOINT VENTURES LIMITED and LINCOLN UNIVERSITY
PROPERTY JOINT VENTURE LIMITED being registered proprietors of RT 1042439 hereby
consent to the vesting of Lot 451 DP 575588 as legal road in the Selwyn District Council

Dated: this 10th day of August, 2022

SIGNED by
LINCOLN UNIVERSITY PROPERTY
JOINT VENTURE LIMITED by its
Attorneys in the presence of:



Witness:



Paige Louise Atkinson
Legal Secretary
Christchurch



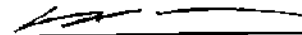
Certificate of non-revocation of power of attorney

(Individual - Schedule 1- Property Law Act 2007)

We, Richard Stirling Thomson Lang and Richard Vaughan Smith, both of Christchurch, Solicitors,
certify –

1. That by deed dated 14 August 2014, Lincoln University Property Joint Venture No. 2 Limited appointed us its attorneys. Registered with LINZ number PA 9826405.1
2. That we have not received notice of any event revoking the power of attorney.

Signed at Christchurch this 10th day of August 2022


Richard Stirling Thomson Lang
Attorney


Richard Vaughan Smith
Attorney

View Instrument Details



Instrument No 12530947.3
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
1056526	Canterbury
1056527	Canterbury
1056528	Canterbury
1056529	Canterbury
1056530	Canterbury
1056531	Canterbury
1056532	Canterbury
1056533	Canterbury
1056534	Canterbury
1056535	Canterbury
1056536	Canterbury
1056538	Canterbury
1056539	Canterbury
1056545	Canterbury
1056550	Canterbury
1056551	Canterbury

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Grantor Representative on 02/09/2022 04:05 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Grantee Representative on 02/09/2022 04:05 PM

***** End of Report *****

Form 22

Easement instrument to grant easement or *profit à prendre*
(Section 109 Land Transfer Act 2017)

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a ½ share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a ½ share

Grantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a ½ share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a ½ share

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference) DP 575588	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	"T"	Lot 4533 DP 575588 (RT – 1056550)	Lot 4528 DP 575588 (RT – 1056545)
	"U"	Lot 4534 DP 575588 (RT – 1056551)	Lot 4528 DP 575588 (RT – 1056545)
Continued:			

Right of Way, Right to Convey Telecommunications, Electricity & Water and Right to Drain Water & Sewage	"A"	Lot 4521 DP 575588 (RT - 1056538)	Lot 4522 DP 575588 (RT - 1056539)
	"B"	Lot 4522 DP 575588 (RT - 1056539)	Lot 4521 DP 575588 (RT - 1056538)
	"C & T"	Lot 4533 DP 575588 (RT - 1056550)	Lot 4534 DP 575588 (RT - 1056551)
	"D & U"	Lot 4534 DP 575588 (RT - 1056551)	Lot 4533 DP 575588 (RT - 1056550)
	Lot 453	Lot 453 DP 575588 (RT - 1056518 to 1056521)	Lots 4501 - 4504 DP 575588 (RT - 1041918 to 1041921)
	Lot 454	Lot 454 DP 575588 (RT - 1056522 to 1056525)	Lots 4505 to 4508 DP 575588 (RT - 1056522 to 1056525)
	Lot 455	Lot 455 DP 575588 (RT - 1056526 to 1056529)	Lots 4509 to 4512 DP 575588 (RT 1056526 to 1056529)
	Lot 456	Lot 456 DP 575588 (RT - 1056530 to 1056533)	Lots 4513 to 4516 DP 575588 (RT - 1056530 to 1056533)
	Lot 457	Lot 457 DP 575588 (RT - 1056534 to 1056536)	Lots 4517 to 4519 DP 575588 (RT - 1056534 to 1056536)

Form 22 - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **[varied]** ~~**[negated]**~~ ~~**[added to]**~~ or ~~**[substituted]**~~ by:

~~**[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]**~~

[the provisions set out in Annexure Schedule]

Rights and Powers:

1. The rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 are herein implied except as they are added to or substituted hereto.
2. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument the modifications must prevail.
3. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this instrument (whether expressed or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

The maintenance provisions in the Fifth Schedule to the Land Transfer Regulations 2018 are modified as follows:-

1. The word "equally" in clause 11(2) of the Fifth Schedule to the Land Transfer Regulations 2018 shall be read as "for a reasonable contribution in proportion to their use".
2. Any maintenance, repair or replacement of the right of way, water pipes and drains, sewage/wastewater pipes and drains, and telecommunication, computer media and electricity cables on the Burdened Land or Benefited Land over the stipulated course that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor and at the sole cost of the Grantor. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).
3. Any maintenance, repair or replacement of the right of way, water pipes and drains, sewage pipes and drains, and telecommunication, computer media and electricity cables on the Burdened Land or Benefited Land over the stipulated course that is necessary because of any act or omission by the Grantee must be carried out promptly by the Grantee and at the sole cost of the Grantee. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantee responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).

View Instrument Details



Instrument No 12530947.4
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
1056526	Canterbury
1056527	Canterbury
1056528	Canterbury
1056529	Canterbury
1056530	Canterbury
1056531	Canterbury
1056532	Canterbury
1056533	Canterbury
1056534	Canterbury
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1056538	Canterbury
1056539	Canterbury
1056540	Canterbury
1056541	Canterbury
1056542	Canterbury
1056543	Canterbury
1056544	Canterbury
1056545	Canterbury
1056546	Canterbury
1056547	Canterbury
1056548	Canterbury
1056549	Canterbury
1056550	Canterbury
1056551	Canterbury

Annexure Schedule Contains 8 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Covenantor Representative on 12/08/2022 03:56 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Covenantee Representative on 12/08/2022 03:56 PM

***** End of Report *****

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A*Continue in additional Annexure**Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)	RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

~~The provisions applying to the specified covenants are those set out in:~~

-

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].~~

-

~~[Annexure Schedule ____].~~

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Covenant

*Continue in additional Annexure Schedule, if required***SECTION A****Creation of Land Covenants**

The Covenantor for itself and its successors in title **covenants and agrees** with the Covenantee and its successors in title for the benefit of each of Lots 4501 to 4534 (inclusive) on Deposited Plan 575588 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land;

Default Provisions

2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this instrument.
4. The Covenantee will not call upon the Covenantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

Form L

Annexure Schedule

Page of Pages

*Insert instrument type***Covenant****SECTION B****1. INTERPRETATION**

1.1 For the purposes of this Land Covenant,

"the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

"Jointly Owned Access Lots" means those Lots legally described as Lots 453 to 457 on DP 575588 and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

"Residential Lots" means all Lots on DP 575588 excluding any Lot shown as Kiosk Site, Road or Reserve, or jointly owned Access Lots.

2. The Covenantor and their successors in title SHALL NOT:**2.1 Subdivision**

Further subdivide any Residential Lot (as defined in clause 1.2) on DP 575588 whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots.

2.2 Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

2.3 Use Prior To Completion

Use the property as a residence before all of the following have been provided to the Developer:

1. A Code Compliance Certificate issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies; and
2. A Producer Statement from a registered drainlayer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied 6 (six) months after the issuing of a Code Compliance Certificate for the first dwelling built on the Lot; and

3. The contact details including daytime phone number, email address and postal address for the registered proprietors as recorded on the record of title have been provided to the Developer; and
4. On an ongoing compliance basis, that any subsequent registered proprietor has provided the same contact details in 2.3.3 above to the following email address prior to or on settlement of purchase: info@sanders.co.nz

2.4 Storage of Vehicles

Permit any vehicles (including boats, trailers, caravans, house buses and motor-homes but excluding a motor car that is used on a regular basis) to be left parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

2.5 Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers or permit grass or weeds to grow to such a height as to become unsightly.

2.6 Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

2.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made 'For Sale' sign not exceeding 2 square metres in size) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Showhome. PROVIDED HOWEVER that the Covenantee shall, at its sole discretion, be entitled to exempt one or more lots of its choice from this restriction for a maximum period of 3 (three) years

2.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbecues or free-standing outdoor gas heaters.

2.9 Dwelling Height

On any of the Lots other than Lots 4502, 4503, 4506, 4507, 4510, 4511, 4514, 4515, 4517, 4520, 4523 to 4525 and 4529 to 4532 erect a dwelling greater in height than a single storey. However the Covenantee may, at the Covenantee's sole discretion, approve plans that have living areas situated within the roof cavity of a dwelling PROVIDED THAT there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights set into the roof. Any such approved dwelling plans shall not be deemed to be in breach of this clause by virtue of having living areas situated within the roof cavity.

2.10 New Materials

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

2.11 Non-permitted Cladding Materials

Construct any building on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of some soffits or gable ends.

2.12 Painting

Leave the outside of any dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

2.13 Building Materials

Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted), nor exterior cladding of material other than clay brick, weather-board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Developer's Design Guidelines.

2.14 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

2.15 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling, or as approved by the Developer in accordance with clause 2.18.

2.16 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted and all unpaved areas are properly grassed or landscaped.

2.17 Satellite Dishes / Air Conditioning Units

1. Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:
 - a) Have a maximum diameter of 1 (one) metre; and
 - b) Are situated at least 4 (four) metres from the front façade of the dwelling; and
 - c) Are mounted below the ridgeline of the roof.
2. Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.

2.18 Developer to Approve Plans

Commence any work on the property:

- a) Without submitting to the Developer for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, external colours, fencing and fencing design and positioning, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Developer in approving building, colours, site plans, specifications, fencing and landscaping plans which shall generally comply with the Design Guidelines provided by the Developer to the Developer's satisfaction and at its sole discretion.
- b) Which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clauses 2 and 3 of Section A.

PROVIDED THAT this clause 2.18 only will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first dwelling to be built on the Lot.

FOR THE AVOIDANCE OF DOUBT the covenants detailed in this land covenant are continuing obligations that require continuing compliance.

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Covenantee/Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants on an on-going basis.

2.19 Playground in Council Reserve

Permit or allow the Covenantor to object to, complain, obstruct, hinder, bring any legal or other proceedings or actions or take any steps (whether directly or indirectly through another person) in connection with the use, operation of, noise emanating from the neighbourhood playground on proposed Lot 402 DP 560062 Reserve Lot to Vest in Selwyn District Council.

2.20 Restricted Vehicle Crossing

- (i) In respect of Lots: 4520, 4523, 4524, 4525, 4529, 4530, 4531 and 4532, use, construct, create or utilise any vehicle crossing other than the vehicle crossing already provided as at the date of plan deposit and furthermore shall not impinge upon the use of the adjacent parking bays to such vehicle crossing.
- (ii) In respect of Lots: 4501, 4504, 4505, 4508, 4509, 4512, 4513, 4516 and 4519 use, construct, create, or utilise any vehicle crossing from the road frontage and instead must utilise vehicle access from the jointly owned access lot adjacent to such Lot.
- (iii) In respect of Lots: 4517, 4518, 4519, 4532, 4533 and 4534 construct, create, or utilise a vehicle crossing from Springs Road frontage and instead must utilise new vehicle crossings either from Waikirikiri Road to be created upon deposit of the plan or right of way easements provided.

3.	DISPUTES RESOLUTION
3.1	Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
3.2	If the dispute is not resolved within 20 (twenty) working days of the date on which the parties began 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.
3.3	If an arbitrator cannot be agreed upon within a further 10 (ten) days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand law society.
3.4	Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

View Instrument Details



Instrument No 12530947.5
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
1056526	Canterbury
1056527	Canterbury
1056528	Canterbury
1056529	Canterbury
1056530	Canterbury
1056531	Canterbury
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1056542	Canterbury
1056543	Canterbury
1056544	Canterbury
1056545	Canterbury
1056546	Canterbury
1056547	Canterbury
1056548	Canterbury
1056549	Canterbury
1056550	Canterbury
1056551	Canterbury

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Covenantor Representative on 12/08/2022 03:57 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Covenantee Representative on 12/08/2022 03:57 PM

***** End of Report *****

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)	RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

-

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

-

[Annexure Schedule ____].

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Covenant

*Continue in additional Annexure Schedule, if required***Section A****Creation of Land Covenants**

The Covenantor for itself and its successors in title **covenants and agrees** with the Covenantee and its successors in title for the benefit of each of Lots 4501 to 4534 (inclusive) on Deposited Plan 575588 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land.

Default Provisions

2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this instrument.
4. The Covenantee will not call upon the Covenantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Covenant***Continue in additional Annexure Schedule, if required***Section B****INTERPRETATION****1.1** For the purposes of this Land Covenant,

"the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
 PO Box 130060
 Christchurch
 Attention: Te Whariki Manager

"Jointly Owned Access Lots" means those Lots legally described as Lots 453 to 457 on DP 575588 and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

2. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:**2.1 Boundary Fencing****a. Interpretation**

"Double Frontage Lots" means 4519, 4525, 4529 and 4532.

"Maximum Length" means 50% of the length of the Road Boundary.

"Medium Density Lots" means Not Applicable.

"Residential Lots" means all Lots on DP 575588 excluding any Lot shown as Kiosk Site, Road or Reserve.

“Road Boundary” means a boundary between a Residential Lot and any legal road.

“Side Boundary” means a boundary between a Residential Lot and an adjoining Residential Lot that is not a Road Boundary.

“Total Length” means the total length of the fence taken in a line parallel to the road.

“Transparent” means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

b. Road Boundary Fencing

The Covenantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.1) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary with the distance between such line and Road Boundary being determined by those parts of the dwelling on the Residential Lot closest to the Road Boundary.

c. Road Boundary Fencing – Double Frontage Lots

In recognition of the larger road boundary of these Residential Lots and the desirability of allowing privacy the Covenantor shall be permitted to erect a fence closer to the boundary than provided for in clause 2.1(b) so long as the fence is erected at least 1 (one) metre from the road boundary and complies with the following requirements:

- i. The fence is no higher than 1.8 metres above finished ground level. The length of the fence does not exceed the ‘Maximum Length’. By way of illustration only, the Covenantee acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the ‘Maximum Length; or
- ii. Compliance with the above 2.1(c)i and an exceedance of the ‘Maximum Length’ but the fence is at least partially ‘Transparent’ and has specifically been approved by the Developer in writing.

d. Side Boundary Fences

Permit any fence to be erected on the common Side Boundaries between any Residential Lots within 1 (one) metre of the point where the side boundary meets the Road Boundary and providing the fence complies with the following requirements:

- i. The fence is a maximum of 1.2 metres in height within 1 metre of the point where ‘the ‘Side Boundary’ meets the ‘Road Boundary’, and
- ii. The fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.

- iii. Notwithstanding clauses 2.1d (i) and (ii) above, the common 'Side Boundary' fences between the following Lots shall be exempt from the provisions of these clauses: Lots 4525:4526 and 4528:4529.

e. Springs Road Boundary Fences

In respect of Lots 4532, 4533, 4534, 4517, 4518 and 4519;

- i. Remove or modify the council consented and approved fences on the Springs Road Boundary; and
- ii. Build or permit to be built any building or structure within (2) two metres of the Springs Road Boundary fence. In this context a building or structure shall not include a swimming pool or any structure for the sole purpose of which is for landscaping but shall include any additional fencing, nor shall it be permitted to hang, attach, fix or adorn the Springs Road boundary fence with any landscaping accompaniment such as artificial or live fencing, bamboo fencing, additional screening or other infill features designed to increase road privacy.

f. Entrance Feature Sign

In respect of Lot 4519 and that area marked as "V" on DP 575588 remove, or permit to be removed, altered, defaced, screened, or further fenced, or landscaped the entrance signage feature and associated landscaping on the Lot.

2.2 Local Authority Fencing Standards

- a. For Medium Density Lots – unless a resource consent has been granted otherwise, all fencing and development activities shall proceed in accordance with the rules for permitted activities in the Living Z zone Small Lot Medium Density Area. This provision shall be protected additionally by consent notice by Selwyn District Council.

2.3 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

2.4 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 4 (four) metres width has been installed in a position approved by the Covenantee, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitable based. The Covenantor shall not make any use of the adjoining Lots (whether occupied or not), any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

2.5 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any enactment passed in its substitution) at all times.

2.6	Delivery of Materials Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the Lot.
2.7	Building Rubbish Carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.
2.8	Washing of Vehicles During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.
2.9	Portable Toilet Facility Permit the Covenantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
3.	DISPUTES RESOLUTION
3.1	Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
3.2	If the dispute is not resolved within 20 (twenty) working days of the date on which the parties began 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.
3.3	If an arbitrator cannot be agreed upon within a further 10 (ten) days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand law society.
3.4	Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

View Instrument Details



Instrument No 12530947.7
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1056519	Canterbury
1056520	Canterbury
1056523	Canterbury
1056524	Canterbury
1056527	Canterbury
1056528	Canterbury
1056531	Canterbury
1056532	Canterbury
1056534	Canterbury

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Toby Ross Giles as Covenantor Representative on 11/08/2022 04:35 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Scott James Holdaway as Covenantee Representative on 10/08/2022 11:55 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED and LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED

Covenantee

SELWYN DISTRICT COUNCIL (the "Council")

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure

Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Area E Deposited Plan 575588	RT 1056519	In gross
	Area F Deposited Plan 575588	RT 1056520	
	Area G Deposited Plan 575588	RT 1056523	
	Area H Deposited Plan 575588	RT 1056524	
	Area I Deposited Plan 575588	RT 1056527	
	Area J Deposited Plan 575588	RT 1056528	
	Area K Deposited Plan 575588	RT 1056531	
	Area L Deposited Plan 575588	RT 1056532	
	Area M Deposited Plan 575588	RT 1056534	

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

BACKGROUND

- A. The Covenantor named on the front page of this land covenant is the registered owner of the land held in RT 1042439 and is proceeding to complete a subdivision of that land pursuant to subdivision consent RC205181 (the "Consent") granted by the Council under the Resource Management Act 1991.
- B. The Council granted the Consent subject to (amongst other things) the requirement that this land covenant be registered to ensure the ongoing compliance of the registered owners for the time being of the land subject to this land covenant with its terms.

COVENANTS

- 1. The Covenantor shall ensure that the bund and fencing, described as "Bund 1" in the Consent and located as at the date of registration of this land covenant on the areas of the burdened land specified under the heading "Shown (plan reference)" on the front page of this land covenant in Schedule A, is maintained in perpetuity in accordance with the attached bund cross section plan.
- 2. The Covenantor acknowledges that the Covenantee shall be entitled to an injunction or other equitable relief for any threatened or actual breach of the covenants of this land covenant as (without prejudice to any rights or remedies of the Covenantee) damages alone would not be an adequate remedy.
- 3. No failure or delay by the Council to exercise any right under this land covenant shall constitute a waiver of that or any other right, nor shall the failure or delay restrict any further exercise of that or any other right. No single or partial exercise of a right shall preclude or restrict the further exercise of that or any other right.
- 4. The Covenantor shall pay all the Council's costs (including legal costs on a solicitor/client basis) relating to the preparation, registration, variation, enforcement and revocation of this land covenant.
- 5. In this land covenant, any obligation to do anything includes an obligation to cause that thing to be done, and any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 6. Nothing in this land covenant shall be construed so as to remove or limit any rights, powers or remedies vested in the Council by law, or to compel the Council to exercise all or any rights, powers or remedies granted by this land covenant.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

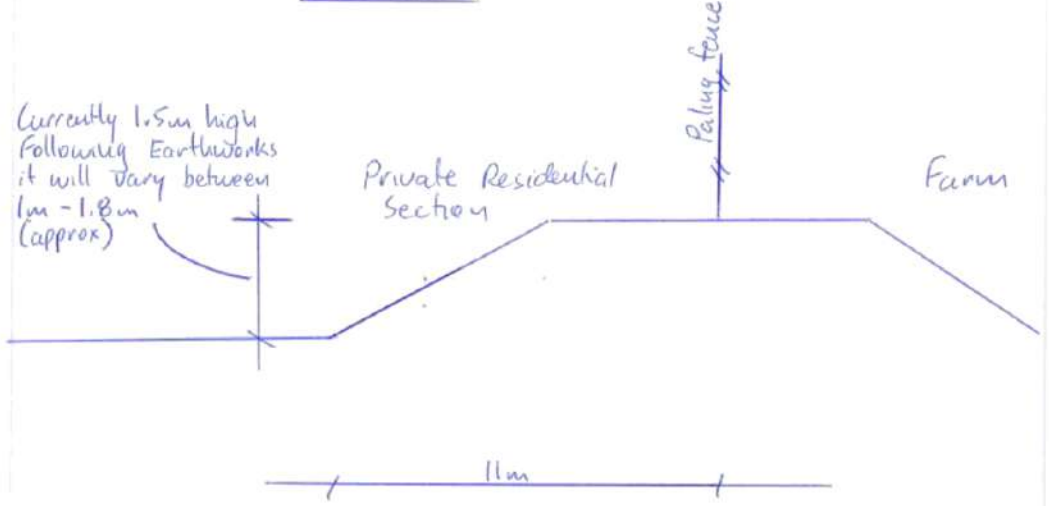
CLIENT NTP
JOB Te Whāriki Subdivision Stage 4
CLIENT REF. NO: _____
BY DM CHECKED _____



JOB No/PAGE 1 of 3
DATE 10/6/2020

Typical Cross Section

Bund 1



AS APPROVED BY
SELWYN DISTRICT COUNCIL
Planning Department

RESOURCE CONSENT
RC205181

7/08/2020 bigsbr

View Instrument Details



Instrument No 12530947.12
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
---------------------------	---------------

1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
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1056549	Canterbury
1056550	Canterbury
1056551	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Toby Ross Giles as Territorial Authority Representative on 11/08/2022 04:35 PM

*** End of Report ***



www.selwyn.govt.nz

IN THE MATTER

of the Resource Management
Act 1991

AND

IN THE MATTER

of Resource Consent 205181 & 205182
& 205817 and Deposit Plan 575588

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 unless a resource consent has been granted otherwise or otherwise permitted by the District plan:

- (a) The maximum height of any fence between the front building façade of any residential development and the street, or a private Right of Way or shared access over which the allotment has legal access, shall be one metre. For allotments with frontage to more than one road or a private Right of Way or shared access, any fencing on the secondary road boundary is to be no higher than 1.8 metres.*
- (b) Any other fence shall be a maximum height of one metre if it is located within 3 metres of the street boundary or private right of way or shared access over which allotment has legal access, except where the fence adjoins a fence that is permitted to be within 3 metres along a secondary street boundary."*

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 4501 - 4534 DP 575588 as held in Record of Titles 1056518 – 1056551.

DATED this 10th day of August 2022

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'A. Butler'.

Authorised Officer

View Instrument Details



Instrument No 12530947.13
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
---------------------------	---------------

1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
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1056548	Canterbury
1056549	Canterbury
1056550	Canterbury
1056551	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Toby Ross Giles as Territorial Authority Representative on 11/08/2022 04:35 PM

*** End of Report ***



www.selwyn.govt.nz

IN THE MATTER

of the Resource Management
Act 1991

AND

IN THE MATTER

of Resource Consent 205181 & 205817
and Deposit Plan 575588

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, unless a resource consent has been granted otherwise of the District Plan rules have been amended: All development and other activities on lots identified on the subdivision plan as low density lots shall proceed in accordance with the rules for permitted activities in the Lincoln Living Z zone, Low Density Area. Any activity which does not comply with the rules for permitted activities will require resource consent, with the application assessed against the provisions of the Living Z zone, Low Density Area."

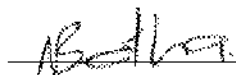
AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 4501 – 4534 DP 575588 as held in Records of Title 1056518 - 1056551.

DATED this 10th day of August 2022

SIGNED for and on behalf of Selwyn District Council

 Authorised Officer

Land Information Memorandum

L250922

Application

Natalia Picun
Harcourts Four Seasons Realty Ltd
395 Main South Road
Christchurch 8042

No.	L250922
Application date	23/04/2025
Issue date	2/05/2025
Phone	033499919

Property

Valuation No.	2404190845
Location	71 Waikirikiri Avenue, Lincoln
Legal Description	Lot 4503 DP 575588 Having 1/4sh in Lot 4 53 DP 575588
Owner	Pete Built Homes Limited
Area (hectares)	0.0925

The certificate of title submitted with this application, shows easements, covenants, encumbrances or caveats registered on the title, for further information a copy of these can be obtained from Land Information New Zealand 112 Tuam Street.

Rates

Rateable Value

The date of Selwyn's last General Revaluation was 1/09/24. For further information please contact Council's Rates Department.

Revaluation Year	2024
Land	\$ 450,000
Capital Value	\$ 450,000
Improvements	\$ 0

Current Rates Year 2024 to 2025

Annual Rates	\$ 2,480.50
Current Instalment	\$ 620.10
Current Year - Outstanding Rates	\$ 620.10
Arrears for Previous Years	\$ 0.00
Next Instalment Due	15/06/25

Next Revaluation Due 2027.

The rates listed for this property are correct as at the date of this report being issued.

If this property is vacant land, and the applicant intends building a house or making other improvements, additional rates and charges will be added. Such rates and charges are for the operation of the District libraries, local community centre and recreation reserves, sewerage and water systems and refuse collections and recycling.

If a ratepayer in the district purchases additional properties, that ratepayer maybe eligible for certain rating exemptions due to multiple ownership. The exemptions would only apply to uniform library charges on bare land blocks and an exemption from the uniform annual general charge if contiguous or same use land is purchased.

Please contact the Councils rates team if you require clarification on 0800 SELWYN (735 996).

Note: Rates are charged in four equal instalments for the period commencing 1 July and ending 30 June each year.

Planning/Resource Management

Partially Operative District Plan: MRZ

Operative District Plan Zoning: Lincoln Living Z

The Council has undertaken a review of the Operative District Plan and through this process it has developed a New District Plan ('The Partially Operative District Plan') which provides clear objectives, policies and rules to manage the effects of land use activities on the environment, but also sets a clear direction for our district's development and reflects our communities' needs and expectations. It also incorporates any changes in legislation, national and regional policy statements, environmental standards and other regulations.

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6th of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27th November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991). The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit <https://selwyn.govt.nz/property-And-building/planningstrategies-and-plans/selwyn-district-plan/selwyn-district-plan-review>

14/09/21

Resource Consent 215724

Global Consent To Construct Vehicle Crossings

In Non-Complying Positions

Within Stage 4 Of Rc205181. This Covers All Vehicle Crossing

To Vehicle Crossing Distance Non-Compliances

Within The Development And Lot Specific

Vehicle Crossing To Intersection Setback Non-Compliances

Decision Notified 6/10/21

Granted By Local Authority Officer 6/10/21

- 16/12/20 Resource Consent 205817
Variation - To Change Condition 2 And 3
Of Resource Consent Rc205181
Decision Notified 3/02/21
Granted By Local Authority Officer 3/02/21
- 16/12/20 Resource Consent 205818
Variation - To Change Condition 1 Of Resource Consent Rc205182
Decision Notified 3/02/21
Granted By Local Authority Officer 3/02/21
- 8/04/20 Resource Consent 205181
To Undertake A Staged Subdivision To Create 360 Residential Lots
And Reserves (Stage 4 Of Te Whariki)
Section 224 Issued 6/12/22
Granted By Local Authority Officer 7/08/20
- 8/04/20 Resource Consent 205182
To Establish Non-Complying Rooding, Vehicle Crossings
And Fencing (Nescs)
Decision Notified 7/08/20
Granted By Local Authority Officer 7/08/20
- 12/02/18 Resource Consent 185070
To Undertake Bulk Earthworks For Stages 3 And 4
Of The Te Whariki Subdivision (Nes),
Provide For The Outdoor Storage Of Materials A
Nd Goods And To Exceed Vehicle Movements
Decision Notified 1/05/18
Granted By Local Authority Officer 1/05/18

Planning Notes

The information provided on this LIM has come from the information lodged against the property file/information and GIS at the time of processing. Please note that the resource consents, fill certificates and other relevant property files listed are based on what is available on our general property information, and that there may be other documents for the property which have not yet been added to the property record.

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

Preliminary Site Investigation Reports, Detailed Investigation Site Reports and Geotechnical Reports are submitted as part of the subdivision Resource Consent Process it is not likely to be currently of relevance in relation to the "land concerned", otherwise it would be elsewhere noted on the LIM to the extent any issues still apply following subdivision).

Any resource applications or consents that may contain information relating to the land which is not otherwise included in the LIM, including Geotechnical, Environmental and other expert reports, can be obtained via Selwyn District Council Information Management team on information.management@selwyn.govt.nz

DEV-LI1: This property has been identified in the Partially Operative District Plan as being located within a Development Area which spatially identifies and manages an area where additional place-based provisions may apply to subdivision and development. For further information visit <https://eplan.selwyn.govt.nz/review> or contact the duty planner on 0800 SELWYN (0800735996)

There is a consent notice on the Record of Title to this property. This records a condition/s of a subdivision consent which must be complied on an ongoing basis.

Building

16/10/24

Building Consent 241687

Construction Of Detached Dwelling - Single Storey

With 3 Bedrooms And Attached Garage

No code compliance certificate has been issued by Selwyn District Council for this building consent.

Additional building work and inspections may be needed before a full code compliance certificate can be issued.

More information is available on the attached inspection report dated 24/03/25.

Buildings erected prior to 1965 may not have a building permit record or had inspections carried out.

All building products and materials have a designed life, and must be maintained in accordance with the manufacturer's specifications.

In the case of building permits and building consents no further inspections have been carried out by the council since these structures were completed.

Any concerns of this nature should be referred to an organization that carries out property checks or the product manufacturers.

Schedule 1 Exempt Building Work

Under section 42A of the Building Act 2004 building owners can carry out certain types of building work specified in Schedule 1 of the Building Act 2004 without need to obtain building consent approval. Where Council holds any information provided by a property owner in relation to exempt works undertaken on the property it is important to note that Council do not check or review the documentation for compliance, it is simply filed for record keeping purposes and not to satisfy any statutory obligation. Any information held of this nature has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

Services

Water

Council water scheme is available and connected.

This property has metered water supply connected to the Lincoln Scheme. For any further information, please contact water.services@selwyn.govt.nz.

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at <http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws>

Please note this property has a water meter and charges are a rate which are payable by the property owner. Therefore, please ensure a meter reading is requested on settlement so you are not liable for previous owner's water charges. Solicitors must ensure that when settling rates with Council on the sale of a property that water meter charges are also included in the settlement calculation.

The water supply is metered and billed 6 monthly for every cubic meter of water used.

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

If, during a Civil Defence emergency event the water supply is not operational, Council's immediate focus for its staff and resources will be to bring the supply back into operation. Depending on the size and scale of the event, it may be difficult to meet everyone's needs so property owners are asked to take personal responsibility for drinking water.

As a precaution, the Council would also recommend from a drinking water perspective that a property owner also has bottled water available to meet their immediate drinking water needs of all individuals living on the property for a 72hr period (the recommended amount is 4 litres of water per person per 24hrs).

For those properties not connected to a Council reticulated water supply, it is encouraged that the quality of the domestic water supply be regularly tested to ensure that it is to a potable standard. If the same water supply is also used for irrigation or stock water, check that there is a backflow protection device to prevent any contamination of water supply.

Sewer

Council sewer scheme is available and connected.

Stormwater

Stormwater to Roof Water to Side Channel/Kerb via bubble up sump

This property may be located within an area covered by Environment Canterbury stormwater consent. It is the responsibility of the property owner to contact Environment Canterbury customer services to ensure that any activity undertaken on site complies with the relevant consent conditions.

Note – the above describes the current roof water disposal type and does not reflect the future situation, which should be determined as part of the subdivision (if applicable). For more information please contact Council.

If you have any questions about the Water, Sewage or Stormwater information above please contact the Selwyn District Council Water Department at 0800 SELWYN or contactus@selwyn.govt.nz

Kerbside Waste Collections

Council refuse, organic and recycling collection is available Monday.

The Council provides refuse and recycling collection services for most residential and rural residential properties where these properties occur alongside maintained public roads. Private roads and Right of Ways (as maybe referenced in the Transportation Notes pertaining to this LIM) will not be directly serviced as these access ways are not usually of a sufficient standard to be used safely and efficiently by the collection vehicles. This could also apply to other public roads or streets that are narrow and/or have a lack of vehicle turning facilities. Rural and high country areas and settlements are not covered by regular collection services however localised refuse drop off facilities maybe available for use in specific areas. For further details and advice on refuse collection and recycling services as they may pertain to the property please phone the Council's Asset department on phone 3472 800.

Land and Building Classifications

Energy Infrastructure and Transport

None known

Hazard and Risk

Reference: Plains Flood Management Overlay

This property is identified in the Partially Operative District Plan as being located within a Natural Hazard Overlay. For further information visit

<https://apps.canterburymaps.govt.nz/SelwynNaturalHazards/> or contact the duty planner on 0800SELWYN (0800735996)

Culture and Heritage

None known

Natural Environment

None known

District-wide matters

None known

Area-specific matters

None known

Land Notes

Land Notes: This property is within the area encompassed by the 2007 Christchurch, Rolleston, and Environs Transportation Study (CRETS). The published Strategy outlines a range of strategic transportation initiatives to cater for long term growth in this area of the district. This includes the upgrading of existing roads and the provision of new roads which may affect private property. Further information on this Study can be viewed on the Councils website www.selwyn.govt.nz under "Transportation and Roding".

Land Notes: This property is located within the area encompassed by the Greater Christchurch Urban Development Strategy (UDS). The UDS is a joint initiative to plan and manage the growth of the Greater Christchurch Region over the next 35 years and is a partnership between the Christchurch City Council, Environment Canterbury, the Waimakariri District Council, Selwyn District Council, and Waka Kotahi NZ Transport Agency.

The Selwyn District Council is developing several strategic documents that seek to implement the UDS that may have an impact on this property in the future. Further information on Council projects can be found on the Council's website www.selwyn.govt.nz or by contacting the planning department on 0800 SELWYN (0800735996).

Land Notes: Council holds the following reports:

- 06/10/22 – Foundation Investigation Report – Fraser Thomas

Please contact our Information Management Team at Information.Management@selwyn.govt.nz for further information.

Listed Land Use Register (LLUR):

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publicly available database administered by Environment Canterbury called the Listed Land Use Register (LLUR). The Selwyn District Council may not hold information that is held on the LLUR, therefore, it is recommended that you check Environment Canterbury's online database at www.llur.ecan.govt.nz.

Residential Swimming Pool

No pool registered to this property.

Land Transport Requirement

Legal access to Waikirikiri Road which is a formed, sealed, and maintained local road.

Special Land Features

	NZS3604:2011	AS/NZS1170:2002
Wind Region	A	A7
Snow Zone	N4	N4 Sub-alpine
Earthquake	Zone: 2	Z Factor: 0.3
Approximate Altitude (Amsl)	10m	-
Exposure Zone	C	-

Exposure Zone Descriptions

Zone B: Low

Inland areas with little risk from wind blown sea-spray salt deposits

Zone C: Medium

Inland coastal areas with medium risk from wind blown sea-spray salt deposits. This zone covers mainly coastal areas relatively low salinity. The extent of the affected area varies significantly with factors such as winds, topography and vegetation.

Zone D: High

Coastal areas with high risk wind blown sea-spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

Flooding

None known

Alluvion

None known

Avulsion

None known

Erosion

None known

Land Fill

Council has received a Statement of Suitability of Earth Fill for this site. A copy of the certificate is attached for your information and to assist you in determining whether on site subsoil investigations to verify that 'Good Ground' and subsoil classification in accordance with NZS1170 need to be carried out if erecting a building on this property.

Slippage

None known

Ground Water Level

Less than 30m below ground

Soil Type

Wakanui deep silt loam

Liquefaction and Subsidence

The site is located in a zone of variable susceptibility to liquefaction. For further information visit www.ecan.govt.nz and put '1702192' in the search box and select documents.

An assessment will need to be carried out on this site to establish the level of susceptibility to liquefaction. The scope of this investigation must be determined by a CPEng Geotechnical engineer and all testing shall be carried out under the guidance of the CPEng Geotechnical engineer. Furthermore, the ground bearing capacity in this area may not achieve the requirements of the NZ Building Code Clause B1, specific design may be required.

Licences/Environmental Health

Flood Assessment Certificate FC240465

Licence issued 8/08/24

Expires 8/08/26

Network Utility Operators

Information related to the availability of supply, authorisations etc. (e.g. electricity or gas) can be obtained from the relevant Network Utility Operator.

Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:

- a) Discharge consents.
- b) Well permits.
- c) Consents to take water.
- d) The existence of contamination and/or hazardous sites.
- e) Flooding.
- f) Clean air discharge compliance.

Further information may be obtained from Environment Canterbury by requesting a Land Information Request (LIR). To find out more contact the Environment Canterbury on 0800 ECINFO (0800 324 636) or at <http://www.ecan.govt.nz/>

2. The following further information is supplied on the basis set out in note 2 below.

Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).
2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:
 - a) The information may be relevant to the purposes for which this report is obtained;
 - b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.
3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

Building owners can carry out certain types of building work without needing to obtain a building consent. This exempt building work is listed in Schedule 1 of the Building Act 2004.

It is the owners' responsibility to ensure that any exempt building work done complies with the Building Code and fits within the provisions of the schedule before they carry out the work.

Please note that Council do not check or review documentation for compliance where information on exempt work has been provided by a property owner to Council. This information is simply filed for record keeping purposes and not to meet any statutory obligation.

Any information of this nature held by Council has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.

Information Management Team

Date: 02 May 2025

LIM Report Legend

Base Layers

Road

— Road

Railway

— Railway

District Boundary

— District Boundary

Township Boundary

— Township Boundary

Ratepayer Information

— Ratepayer Information

Parcels

— Parcels

PODP - Zones and Precincts

Precincts

— Commercial Precincts

— Industrial Precincts

— Airfield Precincts

— Rural Precincts

Zones

- Large lot residential zone
- Low density residential zone
- General residential zone
- Medium density residential zone
- Settlement zone
- General rural zone
- Neighbourhood centre zone
- Local centre zone
- Large format retail zone
- Town centre zone
- General industrial zone
- Special purpose zone

Zone and Water Services

Water_pt

- EQUIPMENT - BORE
- EQUIPMENT - GENERATOR
- EQUIPMENT - SAMPLE TAP
- EQUIPMENT - OTHER
- FACILITY
- FIRE PLANT
- HYDRANT
- IRRIGATION
- NODE
- OBSOLETE
- SUPPLY POINT
- TANK
- VALVE

Water_In

- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE_BOUNDARY

Sewer_pt

- CHAMBER
- EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- VALVE

Sewer_In

- OUTLINE
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE_GRAVITY
- PIPE_RISINGMAIN
- SITE_BOUNDARY

Storm_pt

- CHAMBER
- EQUIPMENT
- FACILITY
- INLET/OUTLET
- MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- VALVE

Storm_In

- CHANNEL
- DIM LINE
- MANAGEMENT
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE
- SITE_BOUNDARY
- Soakhole w/Hoz Soakage
- StopBank

Storm_py

- CATCHMENTS
- CONSENT AREA
- GROUNDWATER LESS 6M
- OUTLINE OF BASIN
- RATED AREA

Stormwater Management Area

- Stormwater Management Area

West Melton Observatory Zone

- West Melton Observatory Zone

Planning Zones

- High Country
- Port Hills
- Existing Development Area
- Living 1
- Living 2
- Living 3
- Living X
- Living West Melton (North)
- Living Z
- Deferred Living
- Business 1
- Business 2
- Business 3
- Inner Plains
- Outer Plains
- Malvern Hills
- Key Activity Centre
- Living West Melton (South)

Liquefaction Drains and Water Race

CDrain_pt

- GATE
- Site
- WEIR

CDrain_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

WRace_pt

- DISCHARGE
- DIVIDE
- EQUIPMENT
- GATE
- GRILL
- HEADWALL
- MANHOLE
- NODE
- POND
- SHAFT
- SOAKHOLE
- SITE

WRace_In

- AQUEDUCT
- CULVERT
- DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- LATERAL
- LOCAL
- MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- TUNNEL

SDC Cleaned

- SDC Cleaned

Project Extent

- Project Extent

Boundary Between Liquefaction Assessment Zones

- Boundary Between Liquefaction Assessment Zones

Liquefaction Susceptibility

- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

Ecan River Protection Scheme

- Properties Beside Rivers
- Halswell Staff Gauges
- Halswell Floodgates
- Halswell Drainage

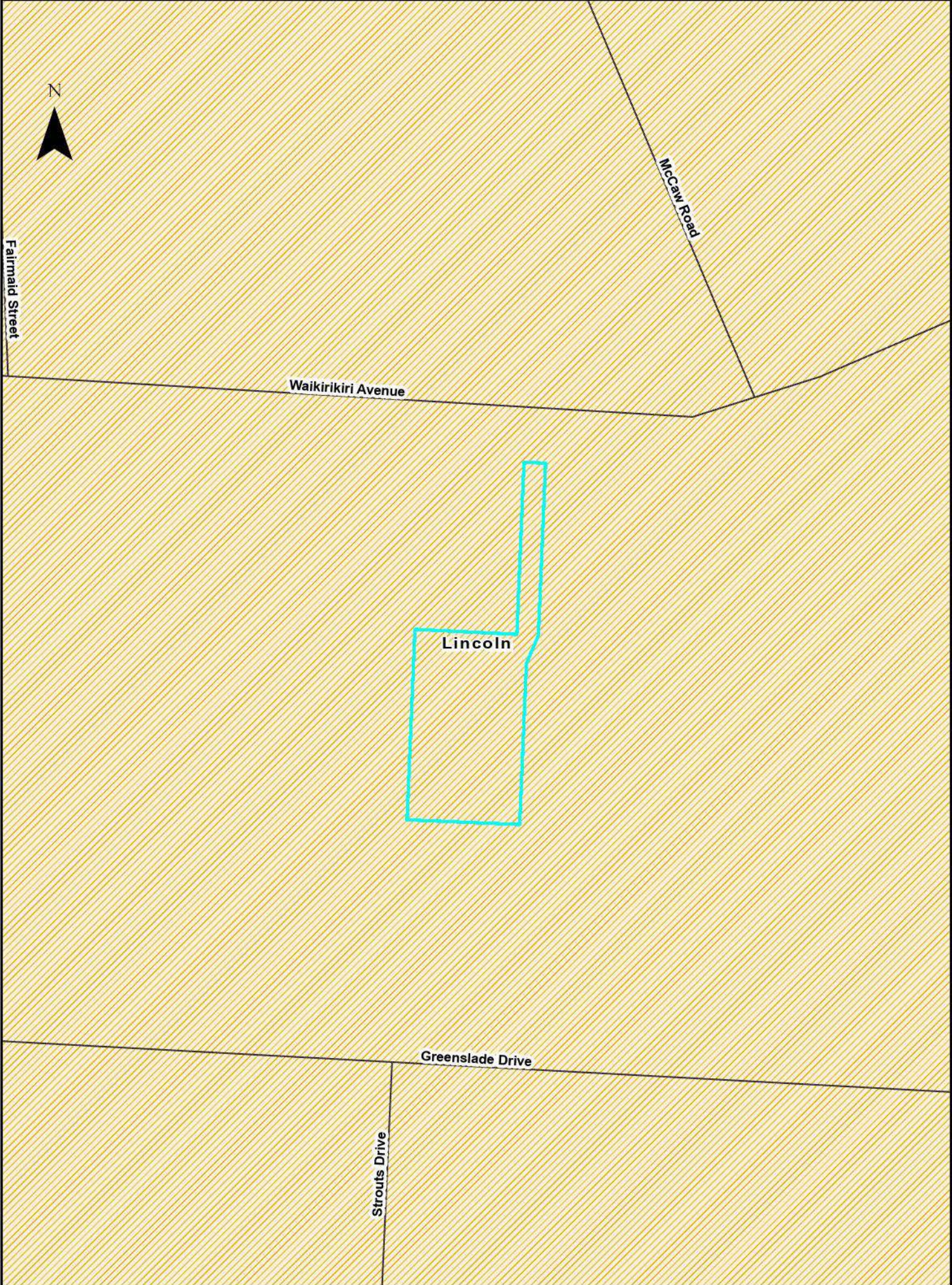
Greendale Fault

- Greendale Fault 50m Buffer
- Fault Lines (GNS 2013)
- Folds (GNS 2013)

Biodiversity

- Canterbury Plains SDC AB and C Classes
- Endangered Flora and Fauna
- Potentially Significant Sites
- Confirmed SNA Sites
- Significant Natural Areas (Final 115)

LIM REPORT - Liquefaction, Drains and Water Races



LIM REPORT - PODP Zone and Precinct



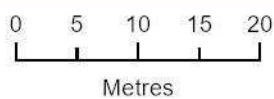
McCaw Road

Waikirikiri Avenue



Lincoln

MRZ



RESOURCE CONSENT INFORMATION

This document is one of three pages titled “Resource Consent Information” which should be read together.

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.
- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.
- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

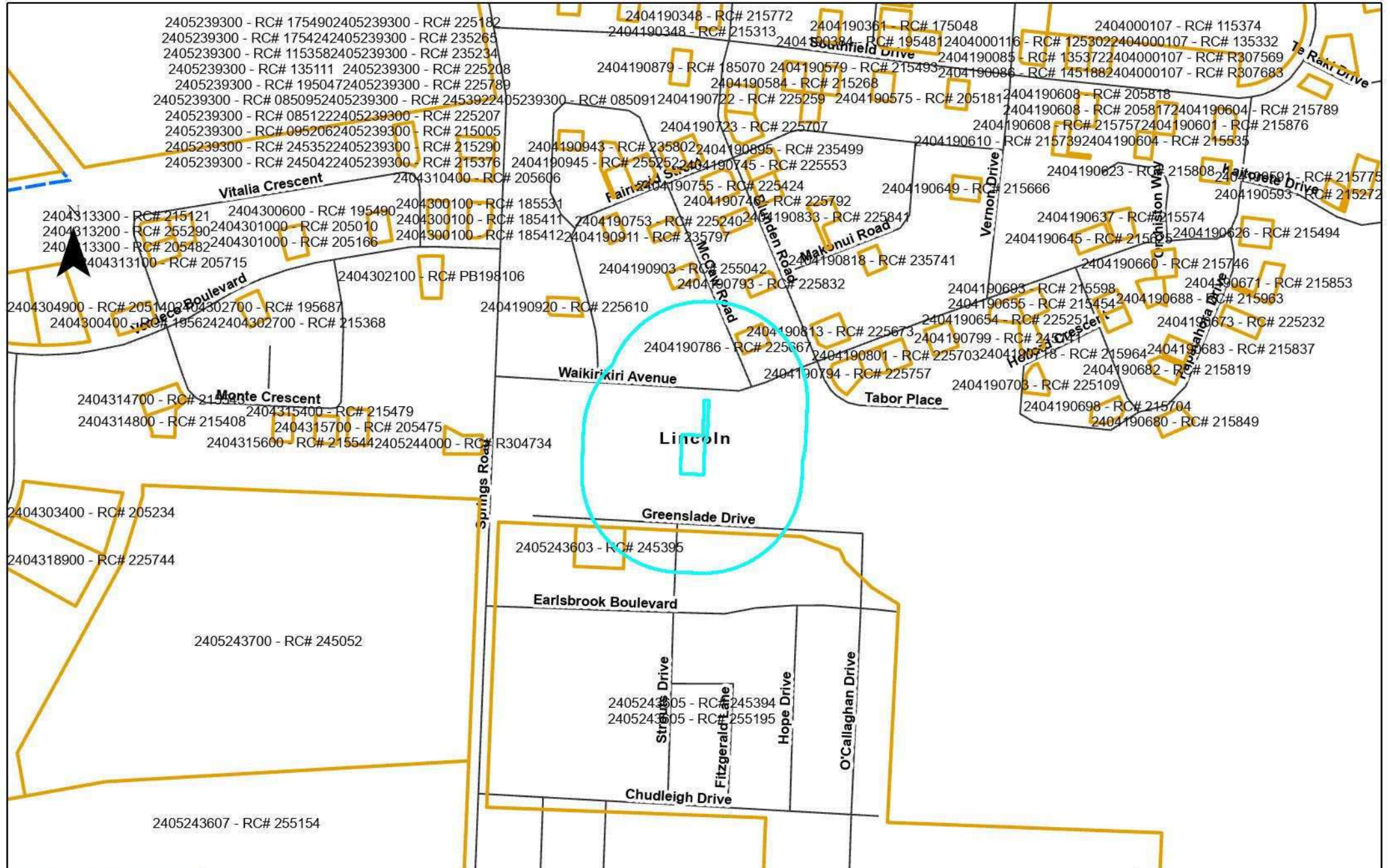
Resource Consent Status Codes:

GHP	Granted by Hearing
GEC	Granted by Environment Court
GDEL	Granted by Delegation
GCOM	Granted by Commissioner
DCOM	Declined by Commissioner
DHP	Declined by Hearing
WD	Withdrawn application
AP	Approved
DC	Declined
Blank	No decision issued
DN	Decision Notified

ADN	Appeal Decision Notified
AE	Appeal expiry
AEC	Appeal Heard by Environment
AN	Abatement Notice
AR	Appeal received
ARI	Application returned incomplete
AWD	Appeal withdrawn
CC	Cancelled
CCI	Certificate Compliance Issued
D37	Deferred under s.37
D37E	s.37 deferral ends
D91	Deferred under s.91
D91E	s.91 deferral ends
ECDN	Environment Court Decision notified
FI	Further Information
FICR	Further Information request - no clock restart
FR	Formally received
HD	Hearing Date
HH	Hearing held
INV	Invoiced
IR	Information received
LAPS	Lapsed
LD	Lodged
LN	Limited Notified
LS	Lapsed
ODN	Objection decision notified
OH	On Hold
OR	Objection received

PA	Pre- application
PN	Publically notified
PS	Process suspended
RAD	Recommendation adopted by Council
RRA	Recommendation to required authority
S223	Section 223
S224	Section 224
SC	submissions closed
WAR	Written Approval Requested
WARE	Written Approvals Received

2404190845



Assessment_ID	RC Number	Proposal	Decision Date
2405243603	245395	To enable the earthworks associated with the implementation of the subdivision, including works to relocate a heritage item and a range of transport non compliances. Consent is also sought to operate show homes on 30 Lots, which will	2024-10-02
2405243605	245394	To undertake a 4 stage, 211 Lot subdivision including the cancellation of 4 consent notices, 2 will be retained on 1 Lot and another will be replaced by a new consent notice. (Earlsbrook)	2024-10-02
2405243605	255195	This is a change of conditions application to subdivision consent RC245394 and land use consent RC245395. This seeks to provide utility lots for electricity cabinets, update Lot numbering, change the location of 2 vehicle crossings and	2025-04-28
2404190786	225667	To establish a dwelling and attached garage with a non-complying internal setback and outlook space.	2022-10-05

STATEMENT OF PROFESSIONAL OPINION ON SUITABILITY OF LAND FOR BUILDING CONSTRUCTION

Development: Te Whāriki, Lincoln (Stages 4E & 4F)
Developer: Ngāi Tahu Property
Location: Springs Road, Lincoln

I, **Mason Vout Reed**, of **Fraser Thomas Ltd**

Hereby confirm that:

1. I am a geo-professional as defined in clause 1.2.2 of NZS 4404:2010 and was retained by the developer as the geo-professional on the above development.
2. The extent of my investigations are described in my Geotechnical Investigation Report, reference CH00076, dated 13 March 2020. The extent of my inspections/testing during construction, and the results of all tests and/or re-evaluations carried out are as described in my Geotechnical Completion Report, dated 21 June 2022.
3. As a result of my investigations, inspections, testing and evaluations, as detailed in my Geotechnical Completion Report, dated 21 June 2022, it is my opinion that the earthfill placed during the earthworks within the subdivisional development (Stages 4E and 4F), has in general been constructed in accordance with the requirements of my fill specification, and the requirements of NZS 4431:1989, New Zealand Standard Code of Practice for Earth Fill for Residential Development and NZS 4404:1981, New Zealand Standard Code of Practice for Urban Land Subdivision.
4. It is my opinion that all residential lots within the development have an adequate building site for the construction of residential buildings providing that the recommendations of my Geotechnical Completion Report, dated 21 June 2022, are adhered to, and that the inspection and design of foundations are carried out as would be made under normal circumstances in accordance with the relevant New Zealand Standard Codes of Practice.

In expressing this opinion, attention is drawn to Sections 7.0, 8.0 and 11.0 of the Geotechnical Completion Report (dated 21 June 2022), regarding topsoil depths, suitability of fill material and foundation design considerations respectively.

5. This professional opinion is furnished to the TA and the developer for their purposes alone on the express condition that it will not be relied upon by any other person and does not remove the necessity for the normal inspection of foundation conditions at the time of erection of any building.

6. This certificate shall be read in conjunction with my geotechnical completion report referred to in clause 2 above and shall not be copied or reproduced except in conjunction with the full geotechnical completion report.

Signed:

Date: 21 June 2022



M V REED

Director

Chartered Professional Engineer

(CPEng No. 221626)



Foundation Technical Category 1 (TC1), as defined by the MBE guidelines

DATE	
TIME	
LOCATION	
WIND	
WAVE	
SEA	
TEMP	
MOON	
STAR	
PLANET	
OTHER	

PROJECT

TE WHĀRIKI, LINCOLN
(STAGES 4E AND 4F)

[illegible]

DATE

APPROVED

MVR

JUNE 2022

DESIGNED

08/06/2022

DRAWN

KT

08/06/2022

CHECKED

CV

08/06/2022

REVIEWED

MVR

08/06/2022

ISSUED FOR INFORMATION

08/06/22

DATE

08/06/22

REVISIONS

1

08/06/22

REVISIONS

2

08/06/22

REVISIONS

3

08/06/22

REVISIONS

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REVISIONS

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NOTES

CLIENT

NGĀI TAHU PROPERTY

PROJECT

TE WHĀRIKI LINCOLN
(STAGES 4E AND 4F)

FILE

FOUNDATION DESIGN ZONES
(STAGES 4E AND 4F)

FRASER THOMAS

ENGINEERS RESOURCE MANAGERS SURVEYORS

HOBROOK AUCKLAND 2025 TARDALIE HARBOR 4141
TEL: 06-464278 7078 TEL: 06-464211 1708
RECCANTON CHRISTCHURCH 8041 BLENHEIM
TEL: 06-464388 5608 TEL: 06-464308 3302
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SCALE

1:2000

PROJ. NO.

G00076-4E4F-04

REV. NO.

A





IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS

STREET TREES AND IRRIGATION

The Selwyn District Council would like to make all new home/land owners and their contractors aware of the process of gaining approval to relocate/remove street trees, or alter Council irrigations systems.

In some areas of the Selwyn District, various types of linked dripper irrigation systems are installed to water establishing street trees. In some cases, the system has not been installed very deep in the ground. It is particularly important that any contractors who are going to be excavating within road berms are aware of this and excavate carefully to locate irrigation lines or drippers, or seek assistance from Council as to their presence/location before excavating. Similarly, care should be taken when excavating near street trees to avoid damage to tree roots.

The developer has put a lot of effort into enhancing the streetscape and providing an attractive environment within your subdivision. It is accepted that in some cases when a new home is built, a planted street tree and associated irrigation system may need to be shifted or removed to facilitate vehicle access to the site. Upon formal request, Council will consider giving approval for such changes to the initial planting plan or irrigation system on a case by case basis, after exploring all alternative options available.

Where it has been qualified that trees can be removed or relocated and/or an irrigation system needs to be shifted, then these works are to be organised by Council and/or the Developer and carried out by one of their approved contractors. All costs associated with these works are to be borne by the requesting land owner.

Please be aware, that in some situations, street trees can be removed and landscaping in a subdivision might still be under the management of the developer. In such cases, Council should still be contacted in the first instance, who will forward the request onto the developer for a response.

The following procedure is to be followed by a land owner who is wanting to request removal or relocation of a street tree and/or associated irrigation systems, in order to facilitate vehicle access to their property.

Requests for the removal or shifting of a tree must be made in writing to the Council Reserves Department stating:

- Street address of the property and the lot number;
- Name of the contact person;
- Contact details;
- Reason for the tree to be removed

On receipt of this formal request, Council staff will assess the following:

- Quality of the tree and whether or not the tree can successfully be moved;
- Whether an irrigation system is present and also needs shifting or decommissioning;
- Any conditions of sale by the developer;
- Any Resource Consent conditions;
- Streetscape theme and amenity value contribution of the tree.

If a tree is not able to be shifted and has to be removed, the landowner may also be required to pay for the cost to plant another tree of the same species and of similar size within the road berm as a replacement.

If an agent of the land owner makes the request to Council, then the agent is deemed to be the person responsible for the payment of all expenses relating to this procedure.

CARE FOR ESTABLISHING STREET TREES

Although the Developer and/or Council endeavours to water in newly planted street trees during their initial establishment years, the public is encouraged to assist with watering trees on your road berm. Establishing a tree in an urban environment faces many challenges so give your tree the best chance of reaching its full potential and value.

Council implements an annual programme of street tree inspections and maintenance throughout the district. Street tree maintenance is the responsibility of the Council, who employs a contractor to provide arboricultural services. It is critical that any other tree maintenance required is undertaken by our appointed contractor to ensure consistency in both quality and tree form.

Please contact us by lodging a Service request if your tree requires any tree maintenance.

Thank you for your assistance and co-operation

Reserves Maintenance Staff
Selwyn District Council

Be water wise



Reducing water use is important as Selwyn households tend to be high users of water. Residential properties connected to a Council supply used an average of 1,470 litres of water per day in 2012/13 and 1,386 litres per day in 2011/12. As a comparison, typical household use in New Zealand is around 675 litres per day.

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase

significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

Over summer, demand for water is much higher than in winter, as people use more water to maintain their lawns. When demand for water is very high during dry summers, water restrictions can be introduced if necessary.

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people

use water for cooking, washing and dishwashers, and often water their lawns at the same time.

We are asking everyone to be careful about how they use water, especially in summer when there is more demand for water. Some areas like Rolleston and Darfield also pay for their water based on metered use so reducing your water consumption will mean you spend less on water bills.

How much water do you use?

This chart shows the amount of water typically used for different household activities. Once you know where your water is going, you can think about how you could reduce your water use. If your water is metered and billed this will help reduce how much you spend on water.

Kitchen—Activity	Water used	Buckets
Dishwashing by Hand	12 to 15 litres per wash	1–1½
Dishwasher	20 to 60 litres per wash	2–6
Drinking, Cooking, Cleaning	8 litres per person	¾–1
Bathroom—Activity	Water used	Buckets
Toilet	4.5 to 11 litres per flush	½–1
Bath	50 to 120 litres (half full)	5–12
Shower (8 minutes)	70 to 160 litres per 8 minutes	7–16
Handbasin	5 litres	½
Tap Running (Cleaning teeth, washing hands)	5 litres	½
Leaking Tap	200 litres	20
Laundry—Activity	Water used	Buckets
Washing Machine (Front loading)	23 litres per kg of dry clothing	4–5
Washing Machine (Top Loading)	31 litres per kg of dry clothing	5–6
Outside—Activity	Water used	Buckets
Hand Watering by Hose	600 to 900 litres per hour	60–90
Garden Sprinkler	Up to 1500 litres per hour	150
Car Wash with Hose	100 to 300 litres	10–30
Filling Swimming Pool	20,000 to 50,000 litres	2,000–5,000
Leaking Pipe (1.5mm hole)	300 litres per day	30



Tips for managing your water use

You can help manage your water consumption wisely by following these tips:

Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.

- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.



Outdoors

- Wash your car with a bucket of water rather than a hose.
- Use a broom rather than hosing down paths and driveways.
- Inspect hoses and taps both indoors and outdoors to check for leaks which waste water.
- Collect rainwater for use watering gardens and lawns.
- If you have a swimming pool, keep it covered to stop the water evaporating.

Indoors

- Reduce your water consumption at the peak times of 6-9am and 4-9pm. Easy ways to do this include using your washing machine after 9pm at night, and putting your dishwasher on just before you go to bed.
- Take a short shower instead of a bath.
- Don't switch on the dishwasher or washing machine until you have a full load.
- Use a half flush when using the toilet.



Customer Services
P. 03 353 9007 or 0800 324 636

PO Box 345
Christchurch 8140

P. 03 365 3828
F. 03 365 3194
E. ecinfo@ecan.govt.nz

www.ecan.govt.nz

Dear Sir/Madam

Thank you for submitting your property enquiry from our Listed Land Use Register (LLUR). The LLUR holds information about sites that have been used or are currently used for activities which have the potential to cause contamination.

The LLUR statement shows the land parcel(s) you enquired about and provides information regarding any potential LLUR sites within a specified radius.

Please note that if a property is not currently registered on the LLUR, it does not mean that an activity with the potential to cause contamination has never occurred, or is not currently occurring there. The LLUR database is not complete, and new sites are regularly being added as we receive information and conduct our own investigations into current and historic land uses.

The LLUR only contains information held by Environment Canterbury in relation to contaminated or potentially contaminated land; additional relevant information may be held in other files (for example consent and enforcement files).

Please contact Environment Canterbury if you wish to discuss the contents of this property statement.

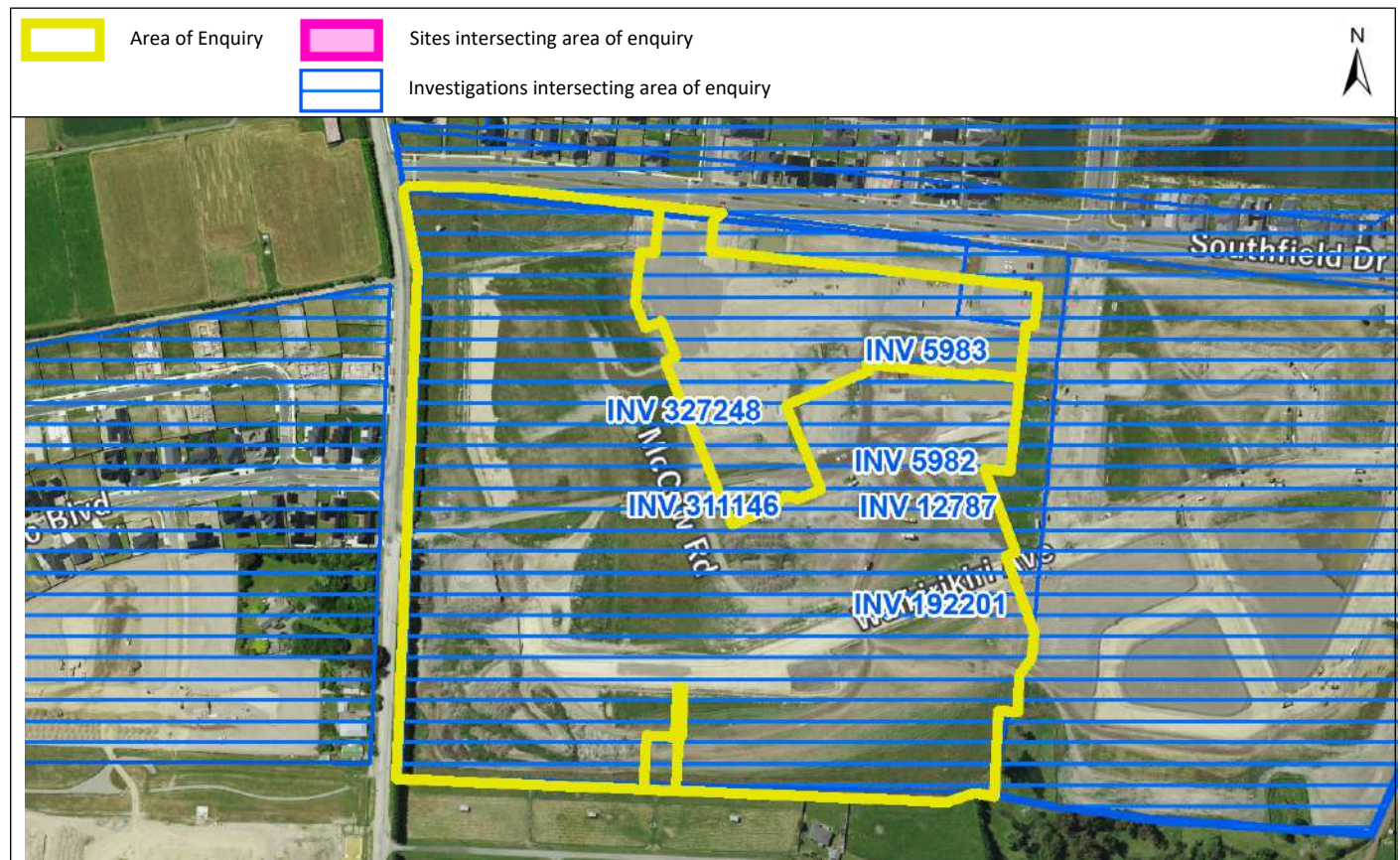
Yours sincerely

Contaminated Sites Team

Property Statement from the Listed Land Use Register

Visit ecan.govt.nz/HAIL for more information or
contact Customer Services at ecan.govt.nz/contact/ and quote ENQ415195

Date generated: 13 May 2025
Land parcels: Lot 500 DP 563101
Lot 500 DP 565315
Lot 4503 DP 575588
Lot 453 DP 575588



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance

 **Sites within enquiry area**

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

 **Nearby investigations of interest**

INV 5982 **Stage 2 - Environmental Assessment Report for Lots 5, 6, 8, and 9 DP 374333, Lincoln**
Connell Wagner Limited - Detailed Site Investigation
13 Feb 2009

INV 5983

Stage 1 - Environmental Assessment Report for Lots 5, 6, 8, and 9 DP 374333, Lincoln

Connell Wagner Limited - Preliminary Site Investigation

13 Feb 2009

Summary of investigation(s):

Connell Wagner was engaged to evaluate the potential for ground contamination at a former agricultural site in Lincoln. The assessment was conducted in support of the intention to develop the 118 ha site for primarily residential use. The reports refer to the site as "Lincoln Land Development" site. The investigative work was conducted in 2008. The investigations were undertaken and reported in accordance with Ministry for Environment contaminated land management guidelines.

The review of land use history, conducted as part of the preliminary site investigation, indicated that the study area had been primarily used for grazing, but with small areas of cropping also evident. The site is bisected by an old railway line, which was decommissioned in mid to late 1960s. Two areas of historical or current sewage treatment ponds were identified adjacent to the study area. The potential contaminants of concern associated with the historical activities were identified as: heavy metals, hydrocarbons, pesticides and/or pathogens. The likelihood of significant ground contamination arising from the historical land use was considered to be low by the preliminary desktop study. With exception of the former sewage treatment plant, which was located outside of the study area's boundary, none of the identified potential contamination sources are explicitly included on Ministry for Environment's Hazardous Industries and Activities List. However, a detailed site investigation was recommended to confidently quantify the degree of contamination associated with the identified historical activities.

A detailed site investigation was conducted between April and November 2008 and comprised an assessment of soil and groundwater quality. Environment Canterbury staff were consulted in deriving the sampling and analysis programmes. A targeted sampling approach was adopted for the soil investigation. The analyses scheduled for soil samples included: total petroleum hydrocarbons, polycyclic aromatic hydrocarbons, total heavy metals, pesticides (organochlorines and organophosphates), herbicides, and *E. Coli*. Groundwater samples were analysed for routine water quality parameters and *E. Coli*. The detailed site investigation confirmed that the historical and adjacent activities had a minor impact on the contaminant status of the site's soils.

All soil samples complied with the applicable residential land use criteria. Concentrations of heavy metals, sum DDT, polycyclic aromatic hydrocarbons, and total petroleum hydrocarbons were marginally above the anticipated ambient concentrations in a number of samples. Groundwater analysis detected total iron, total manganese, nitrate and *E. coli* levels above the New Zealand Drinking Water Standards. Iron and manganese concentrations were attributed to natural processes, while nutrient and bacterial groundwater loadings were ascribed to the agricultural impacts. The detailed investigation confirmed that historical activities associated with the old railway line, the use of land for grazing, cropping, and horticulture, and the adjacent sewage treatment ponds did not result in significant ground contamination at the study area.

INV 12787

Desk-Based Ground Contamination Assessment Plan Change 7 Area

Tonkin and Taylor Ltd - Preliminary Site Investigation

1 Jan 2011

Summary of investigation(s):

Selwyn District Council requested a desk-based study of sites of potential contamination within the Plan Change 7 area. Plan Change 7 is located around the towns of Rolleston and Lincoln and proposed to rezone these areas for standard residential land use on 58 existing 'Living Z' and Deferred Living Z' land parcels in 2011. Environment Canterbury and Selwyn District Council records were reviewed along with historical aerial photographs and certificates of title. Site walkovers were also conducted. Potential sources of contamination were identified in several areas and these have been assigned a site number on the Listed Land Use Register. The majority of the areas investigated were found to be in pasture for most of their recent history.

INV 192201

Detailed Site Investigation (Stages 3 & 4 – Addendum to Stage 1 and Stage 2 – Environmental Assessments for Lots 5, 6, 8 and 9 DP 374333)

Aurecon - Detailed Site Investigation

5 Feb 2018

Summary of investigation(s):

Environment Canterbury has received a Detailed Site Investigation report that includes all or part of the property you have selected.

A DSI seeks to identify the type, extent and level of contamination (if any) in an area. Soil, soil-gas or water samples will have been collected and analysed.

This investigation has not been summarised.

INV 311146

Site Validation Report - Stage 4 Te Whariki Subdivision, Lincoln

Fraser Thomas - Site Validation Report

28 Mar 2022

Summary of investigation(s):

This audit relates to Stage 4 of the Te Whāriki subdivision, which is located at the southern edge of Lincoln. The subject site was used for agricultural purposes (fields and agricultural related structures) with a railway line and road historically transecting the middle of the site running west to east. Four buildings were present on the western side of the site, with the first structure present in the 1960-1964 image. A set of structures, presumed to be farm buildings, were present in the approximate centre of the site in the 1970-1974 image. Two manmade ponds were present to the east of these central structures from the 1980-1984 image, presumably associated with agricultural activities.

The structures in the centre of the site were no longer present in the 2010-2014 aerial imagery, and the four structures on the west side of the site were no longer present in the 2020 imagery, which shows earthworks for the new residential subdivision in progress. The site was investigated by Connell Wagner (now Aurecon) in 2008-2009, Tonkin + Taylor in 2011, Aurecon in 2018, and then by Fraser Thomas in 2020-2022. This audit summarises the condition of the site as described in the validation reports provided by Fraser Thomas. The individual reports should be referred to for details of the investigative work.

INV311146 - Site Validation Report – Stage 4 Te Whāriki Subdivision, Lincoln, 28 March 2022 (Fraser Thomas Limited, March 2022)

The report addresses the validation of six areas of contamination following completion of a series of investigations. The overall site sits on the boundary of two different areas of background concentrations defined by Environment Canterbury (ECan) in 2006-2007. All these areas of contamination are within the soil group referred to as 'Yellow Grey Earth' (YGE) in ECan's publication of background levels of trace elements. However ECan agreed to use the 'Gley' background levels for this site, and the consultant used the background levels associated with 'Gley', which are slightly different from the YGE background levels. This is significant given Fraser Thomas' objective to remediate to background levels; the values used by Fraser Thomas (for Gley) are higher for some trace elements than those for YGE. ECan agreed to the higher background levels because the adverse environmental impact of the more stringent remedial goal would have outweighed the positive health and environmental impacts of the more permissive remedial goal. The six areas covered in the report are:

- 1) Site 254515, which had arsenic contamination adjacent to an historical structure which exceeded the Soil Contaminant Standard (SCS) for residential land use.
- 2) Site 323594, which had lead contamination identified above background but below the residential SCS, and asbestos pipework was identified during earthworks, both located adjacent to a historical structure.
- 3) Site 327244, associated with potential contamination from an aboveground fuel tank in the former contractor's yard.
- 4) Site 327242, a stockpile of topsoil which was contaminated with asbestos and was located across five of the proposed subdivision lots.
- 5) Site 327243 Areas B - J, topsoil removal from selected lots based on trace metals and organochlorine pesticides (OCPs) identified at concentrations above background levels in soil sample results.
- 6) Site 298882 (known as 'Area A'), where topsoil was removed.

NB: Site 264516 (An asbestos pipe identified during earthworks) is covered in INV264517 Site Validation Report – Stage 4 Te Whāriki Subdivision, Lincoln, 25 September 2020. INV264517 shares the same title but relates solely to the remediation the asbestos pipe.

Conclusion for Site 254515: The site was categorised as 'at or below background concentrations'

Justification: Surface soil sampling in this area identified concentrations of arsenic above the published background level. Excavation of the area (with off-site disposal) has occurred, and resampling results range from 3 mg/kg to 7 mg/kg. The residential guideline value is 20 mg/kg and the published background level (for 'Gley' soils) is 11 mg/kg.

Conclusion for Site 323594: The site was categorised as 'at or below background concentrations'

Justification: Surface soil sampling in this area identified lead exceeding the published background level, and also exceeding the SCS for protection of human health. Excavation of the soil occurred, during which asbestos pipework was identified. The pipework and contaminated soil were removed for off-site disposal, and the area was resampled. Validation sample contaminant concentrations were below background levels, and asbestos was not detected.

Conclusion for Site 327244: The site was categorised as 'partially investigated'

Justification: The soil beneath the above ground storage tank was visually inspected for discolouration, hydrocarbon odours and sheens. No sampling was conducted. The visual inspection is an important line of evidence suggesting an absence of contamination, but no analytical data was collected.

Conclusion for Site 327242: The site was categorised as 'at or below background concentrations'

Justification: The stockpile was removed from site and disposed of to Winstones Aggregates Wyeatsheaf disposal facility. The laboratory limit of detection was too high to allow comparison of some of the arsenic and mercury results against background levels for YGE soil, but concentrations were below background levels for 'Gley' soil. Asbestos was not identified in any of the five samples.

Conclusion for Site 327243: The site was categorised as 'at or below background concentrations'

Justification: Based on the detailed site investigation, eight areas of contamination were identified within 'Areas B – J' which had trace metals or organochlorine pesticides at concentrations above background levels (Fraser Thomas based this on levels for the Gley soil group, although the area is within the YGE soil group). The contaminated areas were delineated to be the shape of the respective proposed lots of the subdivision from which the soil samples were taken. Topsoil was stripped and validation samples were collected from the soil at the base of the excavated areas. Further excavation was required in some areas based on the results obtained.

Conclusion for Site 298882: The site was categorised as 'at or below background concentrations'

Justification: Contaminated topsoil was spread across the proposed lots in this area of the subdivision (called 'Area A'). Fragments of asbestos, where identified, were disposed of to Kate Valley Landfill. The topsoil was removed and disposed of to Winstones Aggregates Warrantsheaf disposal facility. Validation samples were collected and analysed for asbestos. Where positive results were obtained, further excavation and resampling was conducted. The final results suggest that the asbestos contamination has been removed, and remaining soil is at or below expected background levels.

INV 327248

Site Validation Report - Stage 4 Te Whariki Subdivision, Lincoln

Fraser Thomas - Site Validation Report

28 Mar 2022

Summary of investigation(s):

INV327248 appears to be a duplication of INV311146. Refer to the audit of INV311146 for conclusions and site categorisation.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the accuracy or completeness of this information. It is released only as a copy of Environment Canterbury's records and is not intended to provide a full, complete or totally accurate assessment of the site. It is provided on the basis that Environment Canterbury makes no warranty or representation regarding the reliability, accuracy or completeness of the information provided or the level of contamination (if any) at the relevant site or that the site is suitable or otherwise for any particular purpose. Environment Canterbury accepts no responsibility for any loss, cost, damage or expense any person may incur as a result of the use, reference to or reliance on the information contained in this report.

Any person receiving and using this information is bound by the provisions of the Privacy Act 1993.

Listed Land Use Register

What you need to know



What is the Listed Land Use Register (LLUR)?

The LLUR is a database that Environment Canterbury uses to manage information about land that is, or has been, associated with the use, storage or disposal of hazardous substances.

Why do we need the LLUR?

Some activities and industries are hazardous and can potentially contaminate land or water. We need the LLUR to help us manage information about land which could pose a risk to your health and the environment because of its current or former land use.

Section 30 of the Resource Management Act (RMA, 1991) requires Environment Canterbury to investigate, identify and monitor contaminated land. To do this we follow national guidelines and use the LLUR to help us manage the information.

The information we collect also helps your local district or city council to fulfil its functions under the RMA. One of these is implementing the National Environmental Standard (NES) for Assessing and Managing Contaminants in Soil, which came into effect on 1 January 2012.

For information on the NES, contact your city or district council.

How does Environment Canterbury identify sites to be included on the LLUR?

We identify sites to be included on the LLUR based on a list of land uses produced by the Ministry for the Environment (MfE). This is called the Hazardous Activities and Industries List (HAIL)¹. The HAIL has 53 different activities, and includes land uses such as fuel storage sites, orchards, timber treatment yards, landfills, sheep dips and any other activities where hazardous substances could cause land and water contamination.

We have two main ways of identifying HAIL sites:

- We are actively identifying sites in each district using historic records and aerial photographs. This project started in 2008 and is ongoing.
- We also receive information from other sources, such as environmental site investigation reports submitted to us as a requirement of the Regional Plan, and in resource consent applications.

¹ The Hazardous Activities and Industries List (HAIL) can be downloaded from MfE's website www.mfe.govt.nz, keyword search HAIL

How does Environment Canterbury classify sites on the LLUR?

Where we have identified a HAIL land use, we review all the available information, which may include investigation reports if we have them. We then assign the site a category on the LLUR. The category is intended to best describe what we know about the land use and potential contamination at the site and is signed off by a senior staff member.

Please refer to the Site Categories and Definitions factsheet for further information.

What does Environment Canterbury do with the information on the LLUR?

The LLUR is available online at www.llur.ecan.govt.nz. We mainly receive enquiries from potential property buyers and environmental consultants or engineers working on sites. An inquirer would typically receive a summary of any information we hold, including the category assigned to the site and a list of any investigation reports.

We may also use the information to prioritise sites for further investigation, remediation and management, to aid with planning, and to help assess resource consent applications. These are some of our other responsibilities under the RMA.

If you are conducting an environmental investigation or removing an underground storage tank at your property, you will need to comply with the rules in the Regional Plan and send us a copy of the report. This means we can keep our records accurate and up-to-date, and we can assign your property an appropriate category on the LLUR. To find out more, visit www.ecan.govt.nz/HAIL.



My land is on the LLUR – what should I do now?

IMPORTANT! Just because your property has a land use that is deemed hazardous or is on the LLUR, it doesn't necessarily mean it's contaminated. The only way to know if land is contaminated is by carrying out a detailed site investigation, which involves collecting and testing soil samples.

You do not need to do anything if your land is on the LLUR and you have no plans to alter it in any way. It is important that you let a tenant or buyer know your land is on the Listed Land Use Register if you intend to rent or sell your property. If you are not sure what you need to tell the other party, you should seek legal advice.

You may choose to have your property further investigated for your own peace of mind, or because you want to do one of the activities covered by the National Environmental Standard for Assessing and Managing Contaminants in Soil. Your district or city council will provide further information.

If you wish to engage a suitably qualified experienced practitioner to undertake a detailed site investigation, there are criteria for choosing a practitioner on www.ecan.govt.nz/HAIL.



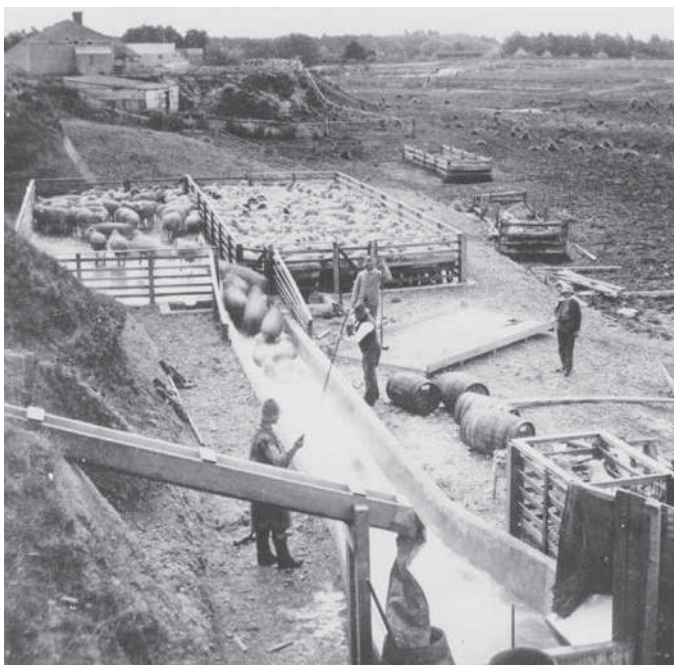
I think my site category is incorrect – how can I change it?

If you have an environmental investigation undertaken at your site, you must send us the report and we will review the LLUR category based on the information you provide. Similarly, if you have information that clearly shows your site has not been associated with HAIL activities (eg. a preliminary site investigation), or if other HAIL activities have occurred which we have not listed, we need to know about it so that our records are accurate.

If we have incorrectly identified that a HAIL activity has occurred at a site, it will be not be removed from the LLUR but categorised as Verified Non-HAIL. This helps us to ensure that the same site is not re-identified in the future.

IMPORTANT!

The LLUR is an online database which we are continually updating. A property may not currently be registered on the LLUR, but this does not necessarily mean that it hasn't had a HAIL use in the past.



Sheep dipping (ABOVE) and gas works (TOP) are among the former land uses that have been identified as potentially hazardous. (Photo above by Wheeler & Son in 1987, courtesy of Canterbury Museum.)

Contact us

Property owners have the right to look at all the information Environment Canterbury holds about their properties.

It is free to check the information on the LLUR, online at www.llur.ecan.govt.nz.

If you don't have access to the internet, you can enquire about a specific site by phoning us on (03) 353 9007 or toll free on 0800 EC INFO (32 4636) during business hours.

Contact Environment Canterbury:

Email: ecinfo@ecan.govt.nz

Phone:

Calling from Christchurch: (03) 353 9007

Calling from any other area: 0800 EC INFO (32 4636)

Listed Land Use Register

Site categories and definitions

When Environment Canterbury identifies a Hazardous Activities and Industries List (HAIL) land use, we review the available information and assign the site a category on the Listed Land Use Register. The category is intended to best describe what we know about the land use.

If a site is categorised as **Unverified** it means it has been reported or identified as one that appears on the HAIL, but the land use has not been confirmed with the property owner.

If the land use has been confirmed but analytical information from the collection of samples is not available, and the presence or absence of contamination has therefore not been determined, the site is registered as:

Not investigated:

- A site whose past or present use has been reported and verified as one that appears on the HAIL.
- The site has not been investigated, which might typically include sampling and analysis of site soil, water and/or ambient air, and assessment of the associated analytical data.
- There is insufficient information to characterise any risks to human health or the environment from those activities undertaken on the site. Contamination may have occurred, but should not be assumed to have occurred.

If analytical information from the collection of samples is available, the site can be registered in one of six ways:

At or below background concentrations:

The site has been investigated or remediated. The investigation or post remediation validation results confirm there are no hazardous substances above local background concentrations other than those that occur naturally in the area. The investigation or validation sampling has been sufficiently detailed to characterise the site.

Below guideline values for:

The site has been investigated. Results show that there are hazardous substances present at the site but indicate that any adverse effects or risks to people and/or the environment are considered to be so low as to be acceptable. The site may have been remediated to reduce contamination to this level, and samples taken after remediation confirm this.

Managed for:

The site has been investigated. Results show that there are hazardous substances present at the site in concentrations that have the potential to cause adverse effects or risks to people and/or the environment. However, those risks are considered managed because:

- the nature of the use of the site prevents human and/or ecological exposure to the risks; and/or
- the land has been altered in some way and/or restrictions have been placed on the way it is used which prevent human and/or ecological exposure to the risks.

Partially investigated:

The site has been partially investigated. Results:

- demonstrate there are hazardous substances present at the site; however, there is insufficient information to quantify any adverse effects or risks to people or the environment; or
- do not adequately verify the presence or absence of contamination associated with all HAIL activities that are and/or have been undertaken on the site.

Significant adverse environmental effects:

The site has been investigated. Results show that sediment, groundwater or surface water contains hazardous substances that:

- have significant adverse effects on the environment; or
- are reasonably likely to have significant adverse effects on the environment.

Contaminated:

The site has been investigated. Results show that the land has a hazardous substance in or on it that:

- has significant adverse effects on human health and/or the environment; and/or
- is reasonably likely to have significant adverse effects on human health and/or the environment.

If a site has been included incorrectly on the Listed Land Use Register as having a HAIL, it will not be removed but will be registered as:

Verified non-HAIL:

Information shows that this site has never been associated with any of the specific activities or industries on the HAIL.

Please contact Environment Canterbury for further information:

(03) 353 9007 or toll free
on 0800 EC INFO (32 4636)
email ecinfo@ecan.govt.nz

Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about
REA, visit rea.govt.nz,
call us on **0800 367 7322**
or email us at
info@rea.govt.nz



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.

This information has been supplied by the vendor or the vendor's agents. Accordingly McRae & Knowler is merely passing over the information as supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice. To the maximum extent permitted by law McRae & Knowler do not accept any responsibility to any person for the accuracy of the information herein.



cameron@mkrealestate.co.nz



mkrealestate.co.nz

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