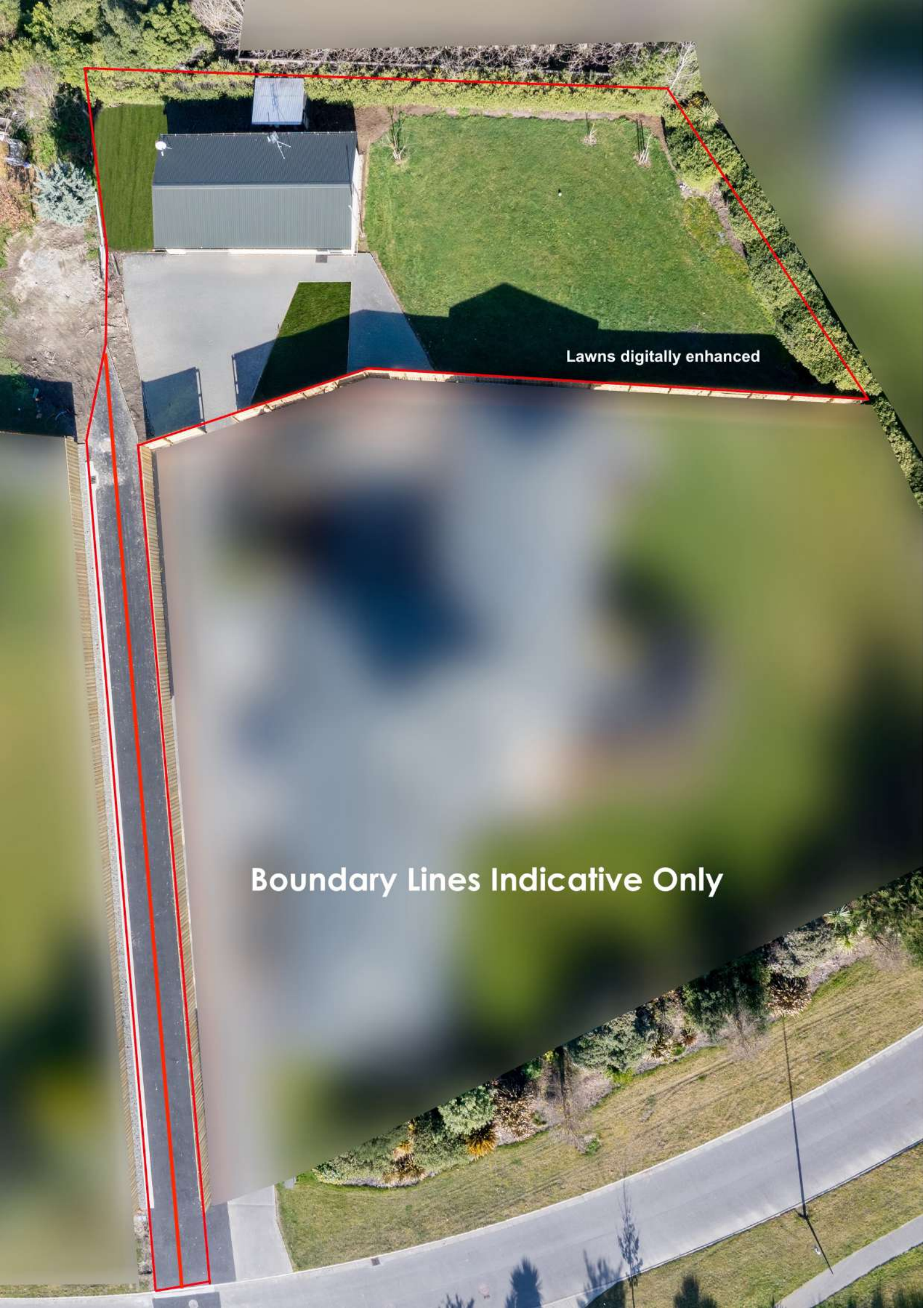


# MCRAE & KNOWLER

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**PROPERTY BROCHURE**

17 KIRRIN LANE, WEST MELTON



Lawns digitally enhanced

Boundary Lines Indicative Only

# 17 KIRRIN LANE, WEST MELTON

Offers over \$425,000

## TITLE ISSUED – SECTION WITH BONUS SLEEPOUT!



69 m<sup>2</sup>



981 m<sup>2</sup>

Tucked away in the heart of West Melton, with Preston Downs Reserve at the end of the driveway, this spacious and private 981sqm (approx.) rear section offers the perfect blend of lifestyle and opportunity. Whether you're looking to landbank or create your dream home, this property provides a versatile foundation for your next move.

The section features a modern, fully consented 1-bedroom sleepout – ideal for guests, a home office, or hobby space. Complete with a living area, double bedroom, bathroom, and single garage, it's a flexible stand-alone addition.

Located in a peaceful, well-established community and just minutes from local shops, schools, and cafes, this site combines semi-rural charm with everyday convenience.

### Key Features:

- \* Generous rear section with a ROW, offering privacy and space
- \* Consented 1-bedroom sleepout – perfect for guests, home office, or hobbies
- \* Established location in sought-after West Melton
- \* Plenty of room to build your future home

Opportunities like this in West Melton are rare – secure your slice of lifestyle living today.

Please Note – The existing garage/sleepout can only be used as is, and is not consented as



SCAN TO DOWNLOAD  
REPORTS AND SALE  
PARTICULARS



Boundary Line Indicative Only



Lawns Digitally Enhanced

## LEGALS

Land area	981 sqm
Floor area	69 sqm
Tenure	Freehold
Council zone	Residential
Technical category	Rural/Unmapped

## ENERGY

Windows	Aluminium, Double Glazed
Water heating	Gas

## CONSTRUCTION

Year built	2013
Exterior	Plaster
Roof	Colorsteel

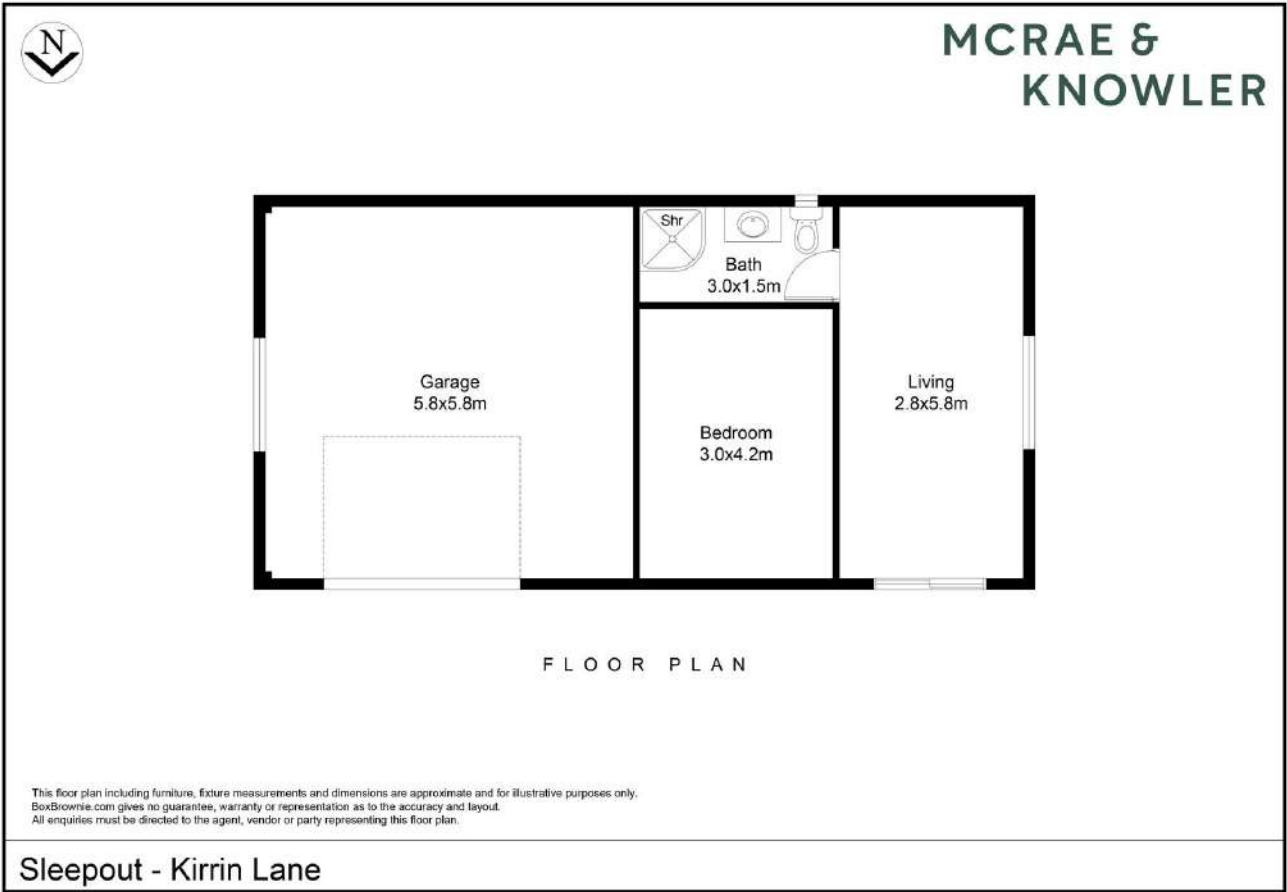
## EDUCATION

Early childhood	BestStart
Primary	West Melton Primary
Secondary	Rolleston College

## CHATTELS

Auto Garage Door Opener & 2 x Remotes, Light Fittings, Fixed Floor Coverings

# NOTES







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



R.W. Muir  
Registrar-General  
of Land

**Identifier** **1165528**  
**Land Registration District** **Canterbury**  
**Date Issued** 28 November 2025

**Prior References**  
555380

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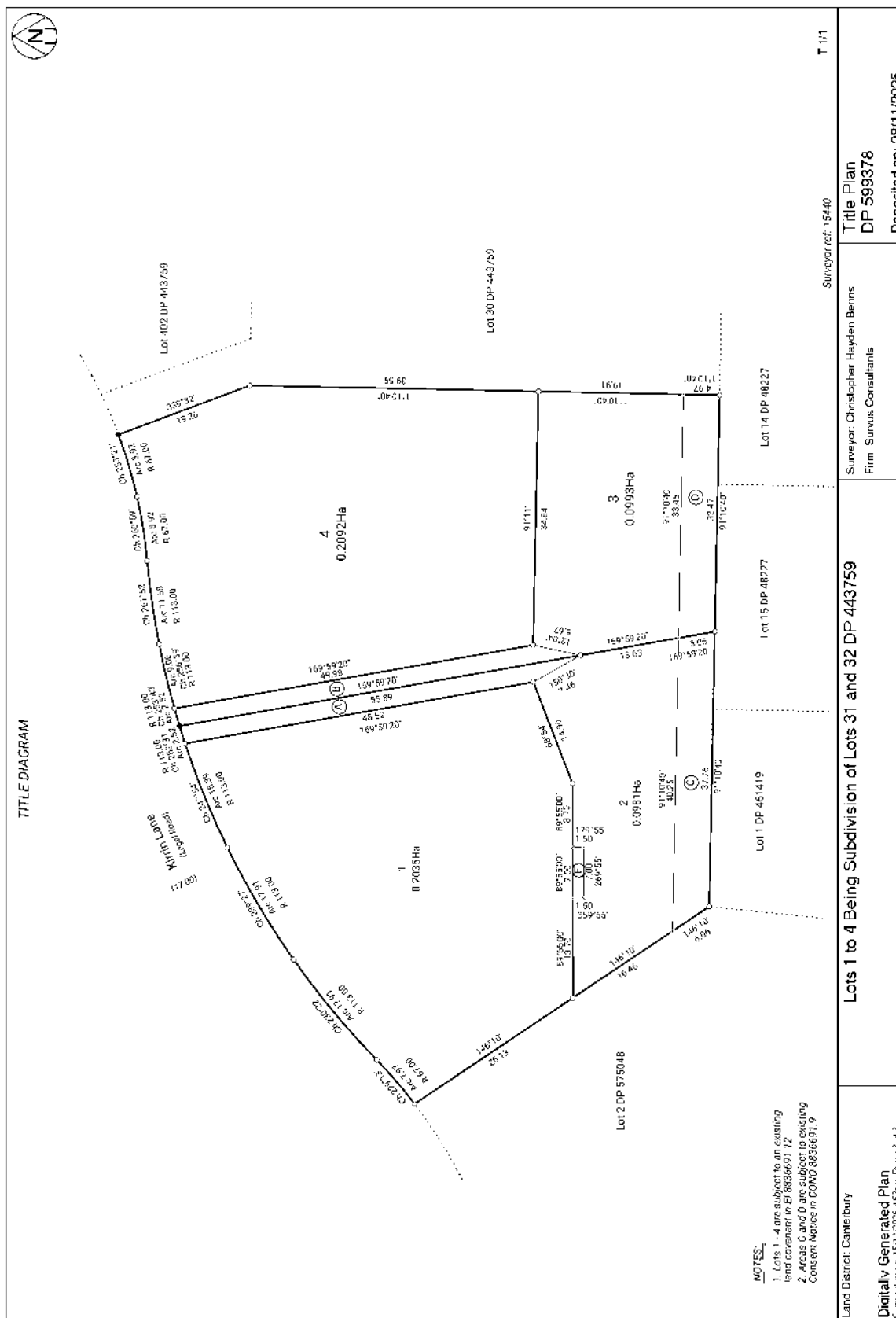
**Estate** Fee Simple  
**Area** 981 square metres more or less  
**Legal Description** Lot 2 Deposited Plan 599378  
**Registered Owners**  
Steven Mark McRae and Danielle Georgina Joan McRae

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**Interests**

8836691.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 5.9.2011 at 4:24 pm  
8836691.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 5.9.2011 at 4:24 pm  
Land Covenant in Easement Instrument 8836691.12 - 5.9.2011 at 4:24 pm  
9199453.1 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 5.10.2012 at 3:47 pm  
11144305.2 Mortgage to (now) Kiwibank Limited - 12.6.2018 at 6:19 pm  
13405940.1 Variation of Consent Notice 8836691.9 pursuant to Section 221(5) Resource Management Act 1991 - 28.11.2025 at 3:54 pm  
13405940.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.11.2025 at 3:54 pm  
Subject to a right of way, right to drain water and right to convey electricity, telecommunications and water over part marked A and right to drain sewage over parts marked A and E on DP 599378 created by Easement Instrument 13405940.8 - 28.11.2025 at 3:54 pm  
Appurtenant hereto is a right of way, right to drain sewage and water and right to convey electricity, telecommunications and water created by Easement Instrument 13405940.8 - 28.11.2025 at 3:54 pm  
The easements created by Easement Instrument 13405940.8 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right (in gross) to convey telecommunications over part marked A on DP 599378 in favour of Chorus New Zealand Limited created by Easement Instrument 13405940.9 - 28.11.2025 at 3:54 pm  
Subject to a right (in gross) to drain sewage over part marked A on DP 599378 in favour of Selwyn District Council created by Easement Instrument 13405940.10 - 28.11.2025 at 3:54 pm  
The easements created by Easement Instrument 13405940.10 are subject to Section 243 (a) Resource Management Act 1991







## View Instrument Details

<b>Instrument No</b>	13405940.1
<b>Status</b>	Registered
<b>Lodged By</b>	Darling, Christine
<b>Date &amp; Time Lodged</b>	28 Nov 2025 15:54
<b>Instrument Type</b>	Variation of Consent Notice Condition under s221(5) Resource Management Act 1991

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<b>Affected Records of Title</b>	<b>Land District</b>
555379	Canterbury
555380	Canterbury

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<b>Affected Instrument</b>	Consent Notice under s221(4)(a) Resource Management Act 1991 8836691.9
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<b>Annexure Schedule</b>	Contains 1 Pages
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### Signature

Signed by Christine Darling as Territorial Authority Representative on 04/12/2025 11:03 AM

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



IN THE MATTER

of the Resource Management  
Act 1991

AND

IN THE MATTER

of Resource Consent RC225554 and  
RC255819

**VARIATION OF CONSENT NOTICE 8836691.9 PURSUANT TO SECTION  
221(3) AND 221(5) RMA1991 AND AUTHORITY TO REGISTER BY E-DEALING**

To: The District Land Registrar  
Canterbury Land Registration District

The Selwyn District Council being the issuer of the above-mentioned Consent Notice hereby varies the said Consent Notice 8836691.9 insofar as it relates to Lots 2 & 3 DP 599378 held in Records of Title 1165528 & 1165529.

Consent Notice 8836691.9 is hereby varied to read:

*“That the areas labelled C & D are “Open space” areas adjacent to the existing township, and no buildings may be erected in those areas.”*

DATED at Rolleston this 18<sup>th</sup> of November 2025

SIGNED for and on behalf of  
THE SELWYN DISTRICT COUNCIL  
pursuant to Section 34A of the  
Resource Management Act 1991

A handwritten signature in black ink, appearing to read 'R. J. [unclear]'. The signature is written in a cursive style.

\_\_\_\_\_  
Authorised Officer



## View Instrument Details

<b>Instrument No</b>	13405940.4
<b>Status</b>	Registered
<b>Lodged By</b>	Darling, Christine
<b>Date &amp; Time Lodged</b>	28 Nov 2025 15:54
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991

---

<b>Affected Records of Title</b>	<b>Land District</b>
1165528	Canterbury

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<b>Annexure Schedule</b>	Contains 1 Pages
--------------------------	------------------

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### Signature

Signed by Christine Darling as Territorial Authority Representative on 04/12/2025 11:03 AM

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

IN THE MATTERof the Resource Management  
Act 1991ANDIN THE MATTERof Resource Consent RC225554  
and Deposited Plan 599378**CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991**

To: The District Land Registrar  
Canterbury Land Registration District

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

*"That*

- a. All buildings on Lot 2 shall have a maximum height of 6.5 metres.*
- b. The maximum site coverage for Lot 2 shall not exceed 35%.*
- c. A minimum of six (6) specimen trees shall be planted on each site, Each tree shall be deciduous and shall have a minimum height of 1.8m at the time of planting and a minimum height of 5m at maturity, and shall be maintained at a minimum height of 5m. The trees shall be planted in the first planting season following the issuing of code of compliance for the construction of dwellings on Lots 2 and 3.*
- d. Should any of the trees required by Condition 5(c) above, die or become diseased it shall be replaced with a similar species within the first planting season following its demise."*

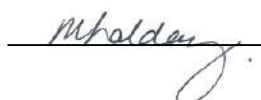
AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

**DESCRIPTION OF LAND**

All that piece of land being Lot 2 DP 599378 as held in Record of Title 1165528.

DATED this 11<sup>th</sup> of November 2025

SIGNED for and on behalf of Selwyn District Council

 Authorised Officer



## View Instrument Details

<b>Instrument No</b>	13405940.8
<b>Status</b>	Registered
<b>Lodged By</b>	Darling, Christine
<b>Date &amp; Time Lodged</b>	28 Nov 2025 15:54
<b>Instrument Type</b>	Easement Instrument

<b>Affected Records of Title</b>	<b>Land District</b>
1165528	Canterbury
1165529	Canterbury
1165527	Canterbury

<b>Annexure Schedule</b>	Contains 3 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 Mortgagee under Mortgage 11144305.2 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 12680209.2 has consented to this transaction and I hold that consent ☒

### Signature

Signed by Christine Darling as Grantor Representative on 28/11/2025 03:51 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 Christine Darling as Grantee Representative on 28/11/2025 03:51 PM

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

**Form 22****Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor****Stuart Andrew TRIGGS, Jennifer Penny Rose TRIGGS, Steven Mark McRAE and Danielle Georgina Joan McRAE****Grantee****Stuart Andrew TRIGGS, Jennifer Penny Rose TRIGGS, Steven Mark McRAE and Danielle Georgina Joan McRAE****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)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way Right to drain sewage, water Right to convey electricity, telecommunications, water	A on Deposited Plan 599378	Lot 2 Deposited Plan 599378 (Record of Title 1165528)	Lot 3 Deposited Plan 599378 (Record of Title 1165529)
Right of way Right to drain sewage, water Right to convey electricity, telecommunications, water	B on Deposited Plan 599378	Lot 3 Deposited Plan 599378 (Record of Title 1165529)	Lot 2 Deposited Plan 599378 (Record of Title 1165528)
Right to drain sewage	E on Deposited Plan 599378	Lot 2 Deposited Plan 599378 (Record of Title 1165528)	Lot 1 Deposited Plan 599378 (Record of Title 1165527)

**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*

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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 ]

## Form L

## Annexure Schedule

Page 1 of 1 pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

**Rights and Powers:**

- 1 Unless otherwise provided below the rights and powers implied in specific classes of easement created by this Easement Instrument are those prescribed by Schedule 5 to the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007. The implied rights and powers are varied and added to as set out below.
- 2 Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.
- 3 Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007 and the provisions of this Easement Instrument, the provisions of this Easement Instrument must prevail.
- 4 The following provisions are applicable to all of the easements created by this Easement Instrument:
  - 4.1 No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the Grantor and Grantee that each easement shall subsist for all time unless it is surrendered.
  - 4.2 Any maintenance, repair or replacement of any easement facility on the burdened or benefitted land that is necessary because of any act or omission by the Grantee (or any of the Grantees, if more than one) or the Grantor (or any of the Grantors, if more than one) entitled to use the same (which includes agents, employees, contractors, tenants and invitees of that Grantor or Grantee as the case may be) must be carried out promptly by that Grantor or Grantee and at that Grantor or Grantee's sole cost (and if there shall be more than one Grantee or Grantor for the time being so responsible the cost shall be borne by them in proportion to their responsibility). Where such act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor(s) or Grantee(s) responsible shall be in proportion to the amount attributable to that act or omission, and the balance shall be payable in accordance with clause 4.3 below).
  - 4.3 Subject to clause 4.2 above, the costs of any maintenance, repair, or replacement of any easement facility on the burdened or benefitted land (and any equipment or accessories appurtenant thereto) shall be borne by the Grantee (or Grantees, if more than one) and the Grantor (or Grantors, if more than one) entitled to use the same in the same proportion to which such easement facilities (and appurtenant equipment or accessories) are actually used by each of them and so that no such Grantee or Grantor shall bear the cost of anything which is in respect of any part of the easement facilities (or appurtenant equipment or accessories) which is not used by such Grantee or Grantor or in respect of which such use has not commenced.
  - 4.4 Notwithstanding anything contained or implied in this Easement Instrument to the contrary, all easement facilities (and appurtenant equipment or accessories) relating to the Right to Convey Electricity and the Right to Convey Telecommunications situated on the burdened land shall be installed underground (or in the case of necessary manholes, at ground level); so that no wires, cables (containing wire or other media conducting materials), conduits and other equipment and accessories forming part of such easement facilities (and appurtenant equipment or accessories) shall be installed overhead or by poles or towers.



## View Instrument Details

<b>Instrument No</b>	13405940.9
<b>Status</b>	Registered
<b>Lodged By</b>	Darling, Christine
<b>Date &amp; Time Lodged</b>	28 Nov 2025 15:54
<b>Instrument Type</b>	Easement Instrument

<b>Affected Records of Title</b>	<b>Land District</b>
1165528	Canterbury
1165529	Canterbury

<b>Annexure Schedule</b>	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 ☒

I certify that the Mortgagee under Mortgage 11144305.2 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12680209.2 has consented to this transaction and I hold that consent ☒

### Signature

Signed by Christine Darling as Grantor Representative on 28/11/2025 03:51 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 Christine Darling as Grantee Representative on 28/11/2025 03:51 PM

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



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

**Grantor***Surname(s) must be underlined.*

Danielle Georgina Joan McRae, Steven Mark McRae, Jennifer Penny Rose Triggs and  
Stuart Andrew Triggs

**Grantee***Surname(s) must be underlined.*

CHORUS NEW ZEALAND LIMITED

**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)* 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)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Right to convey telecommunications</b>	Area A on DP 599378	Lot 2, DP 599378 (RT 1165528)	<b>Chorus New Zealand Limited (in gross)</b>
	Area B on DP 599378	Lot 3, DP 599378 (RT 1165529)	

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:

Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017,

the provisions set out in the Annexure Schedule.

## Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

4

Pages

*Continue in additional Annexure Schedule, if required.*

### Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

### 2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

### 3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this



## Annexure Schedule

Insert type of instrument

Easement

Dated

Page

3

of

4

Pages

*Continue in additional Annexure Schedule, if required.*

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

### 4 Access

- 4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.
- 4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

### 5 Grantor's Covenants

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
  - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
  - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
  - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

### 6 Removal

- 6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

## Annexure Schedule

Insert type of instrument

Easement

Dated

Page

4

of

4

Pages

*Continue in additional Annexure Schedule, if required.*

- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

### 7 Further Assurances

- 7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

### 8 Telecommunications Act 2001 and End User Terms

- 8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

### 9 Definitions and interpretation

- 9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Section 5 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

## View Instrument Details

<b>Instrument No</b>	13405940.10
<b>Status</b>	Registered
<b>Lodged By</b>	Darling, Christine
<b>Date &amp; Time Lodged</b>	28 Nov 2025 15:54
<b>Instrument Type</b>	Easement Instrument

<b>Affected Records of Title</b>	<b>Land District</b>
1165528	Canterbury
1165529	Canterbury

<b>Annexure Schedule</b>	Contains 7 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 Mortgagee under Mortgage 11144305.2 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 12680209.2 has consented to this transaction and I hold that consent ☒

### Signature

Signed by Christine Darling as Grantor Representative on 28/11/2025 03:52 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 Scott James Holdaway as Grantee Representative on 18/09/2025 03:30 PM

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



Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Stuart Andrew TRIGGS, Jennifer Penny Rose TRIGGS, Steven Mark McRAE and Danielle Georgina Joan McRAE

Grantee

SELWYN DISTRICT COUNCIL

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  
Schedule, if required

Continue in additional Annexure

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	Area "A" Deposited Plan 599378	Lot 2 Deposited Plan 599378 (RT 1165528)	In gross
	Area "B" Deposited Plan 599378	Lot 3 Deposited Plan 599378 (RT 1165529)	

**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]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

The rights and powers of this easement instrument are those set out in Annexure Schedule 1. All rights and powers implied by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007 are expressly excluded.

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 1****1. GRANT OF RIGHTS, POWERS AND PRIVILEGES IN RELATION TO THE RIGHT TO DRAIN SEWAGE**

- 1.1 The Grantee (to the exclusion of the Grantor and any other party) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:
- (a) to take, carry, convey, lead and drain sewage and other waste material and fluid (including trade wastes) in a free and unimpeded flow through the easement facility and operate all parts of the easement facility in accordance with their intended function; and
  - (b) to lay, make, construct, inspect, maintain, repair, replace, alter, extend, enlarge or remove the easement facility as the Grantee shall from time to time think fit (including the right to excavate land and make trenches and shafts).
- 1.2 The easement facility referred to in clauses 1.1(a) and 1.1(b) is the easement facility laid or to be laid along the Easement Area.
- 1.3 The “easement facility” in relation to the right to drain sewage means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, vents, surface boxes and other equipment suitable for that purpose, whether above or under the ground and anything in replacement or substitution.

**2. GRANTEE'S GENERAL RIGHTS**

- 2.1 The Grantee may for the purpose of performing any duty or in the exercise of any rights granted under this easement instrument:
- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Grantor's land;
  - (b) remain on the Burdened Land for a reasonable time for the purposes of completing the work;
  - (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;

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

- (d) leave any vehicle or equipment on the Burdened Land for a reasonable time if work is proceeding; and
- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or desirable for or in relation to any of the purposes of this easement instrument.

### **3. GRANTOR'S OBLIGATIONS**

#### **3.1 The Grantor will not:**

- (a) build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) do or permit or suffer to be done anything which may in any way injure or damage the easement facility, or obstruct the use and enjoyment of the easement facility, or interfere with free flow and passage through the easement facility; or
- (c) permit any Utilities to be located within the Easement Area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.

#### **3.2 The Grantor will not oppose or object to any application for or issue of a building consent or resource consent in respect of the easement facility or the use or enjoyment of the same.**

### **4. MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS**

#### **4.1 The Grantee shall:**

- (a) at all times repair, maintain and cleanse the easement facility so that it does not become a nuisance to the Grantor;
- (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Easement Area;
- (c) upon disturbing the surface of the Easement Area for any reason, without delay restore the same as nearly as reasonably possible to its original condition; and
- (d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this easement instrument but the Grantee shall not be:
  - (i) responsible for the cost of removing any fence, building, improvements or trees upon, or any tree roots growing within, the Easement Area; or

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

- (ii) liable for any damage to any Utilities in the Easement Area if in the exercise of such rights that damage could not reasonably be prevented.

## **5. STRUCTURES TO BE PROPERTY OF GRANTEE**

- 5.1 The easement facility shall at all times be and remain the property of the Grantee.

## **6. MUTUAL COVENANTS**

- 6.1 Nothing contained or implied in this easement instrument shall be construed so as:

- (a) to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence discontinue or resume the exercise of all or any such rights at will; or
- (b) to abrogate limit restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

## **7. LIMITATION OF LIABILITY**

- 7.1 Any right of action which shall at any time accrue to the Grantee by reason of breach or non-observance by the Grantor of any of the covenants contained in this easement instrument may be enforced by the Grantee only against:

- (a) the registered owner for the time being of that part of the Burdened Land in respect of which such breach or non-observance shall occur; and
- (b) the registered owner at the time of such occurrence,

to the intent that the liability of any registered owner of the Burdened Land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered owner) upon registration of a transfer of ownership.

## **8. GENERAL PROVISIONS**

- 8.1 The following provisions are applicable to the easements granted by this easement instrument:

- (a) each grant shall be for all time;
- (b) the use of each easement shall be without any limitation as to quantity or frequency;
- (c) no power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express



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

or implied) or for any other cause, it being the intention of the parties that the easement shall subsist unless it is surrendered in writing;

- (d) if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
  - (i) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven day period from service of such notice, the other party shall perform such obligations;
  - (ii) if upon the expiry of the seven day period referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:
    - (1) perform such obligation; and
    - (2) for that purpose enter onto the Grantor's land and carry out any work;
  - (iii) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations;
- (e) notwithstanding the requirement to give notice under clause 8.1(d) above, where the Grantor has not complied with an obligation under this easement instrument and as a result the Grantee's use of the easement facility has been obstructed in any way, then the Grantee may immediately undertake all works required to ensure the unimpeded use of the easement facility and recover any costs from the Grantor; and
- (f) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this easement instrument.

## **9. DISPUTES**

- 9.1 The parties shall use reasonable endeavours to resolve any dispute or difference arising out of or in connection with this easement instrument in good faith by negotiation. Failing resolution by negotiation the parties may agree to an alternative method to resolve the dispute or difference. However, nothing in this clause will prevent either party from taking immediate steps to seek relief before an appropriate court at any time.

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required***10. INTERPRETATION**

10.1 In this easement instrument unless the context otherwise requires:

**“Easement Area”** means all areas of the Burdened Land specified under the heading "Shown (plan reference)" on the front page of this easement instrument in Schedule A.

**“Grantee”** means the Selwyn District Council, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee.

**“Grantor”** means the registered owner of the Burdened Land, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

**“Burdened Land”** means all land described as the Burdened Land on the front page of this easement instrument in Schedule A.

**“Utilities”** means any pipe, conduit, wire, structure, pole or other appurtenant structure for the provision of services to the land, including but not limited to electricity, gas, telephone, storm water, sewage and water services.

10.2 In the interpretation of this easement instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;
- (b) words importing any gender shall include every gender and the word “person” shall include a corporation and vice versa;
- (c) the headings appearing are inserted only as a matter of convenience and in no way define, limit or prescribe the scope or intent of the clauses of this easement instrument nor in any way affect this easement instrument;
- (d) references to any party include that party’s executors, administrators, and assigns, or being a corporate entity, its successors and assigns.

# View Instrument Details



**Instrument No** 8836691.12  
**Status** Registered  
**Date & Time Lodged** 05 September 2011 16:24  
**Lodged By** Tait, Andrew David Royds  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
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555349	Canterbury
555350	Canterbury
555351	Canterbury
555352	Canterbury
555353	Canterbury
555354	Canterbury
555355	Canterbury
555356	Canterbury
555357	Canterbury
555358	Canterbury
555359	Canterbury
555360	Canterbury
555361	Canterbury
555362	Canterbury
555363	Canterbury
555364	Canterbury
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555379	Canterbury
555380	Canterbury
555381	Canterbury
555382	Canterbury
555383	Canterbury
555384	Canterbury
555385	Canterbury
555386	Canterbury
555387	Canterbury
555388	Canterbury
555389	Canterbury

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Affected Computer Registers	Land District
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555390	Canterbury
555391	Canterbury
555392	Canterbury

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**Annexure Schedule:** Contains 7 Pages.

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**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 Andrew David Royds Tait as Grantor Representative on 05/09/2011 04:01 PM

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**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 Andrew David Royds Tait as Grantee Representative on 05/09/2011 04:02 PM

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

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF  
APPROVED  
Registrar-General of Land

**Grantor**

GW West Melton Limited

**Grantee**

GW West Melton Limited

**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, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP443759	DP443758  555349 - 555392 (inclusive)  (Lots 1 - 44 inclusive)	DP443759  555349 - 555392 (inclusive)  (Lots 1 - 44 inclusive)

**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}~~ ~~{negatived}~~ ~~{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 \_\_\_\_\_ }~~

## Annexure Schedule 2

## PRESTON DOWNS - PROTECTIVE COVENANTS

## STAGE ONE

## (A) The Grantee shall not:

1. Permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below, furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the said land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the land any dwelling house<sup>1</sup>:
  - a) on lots designated as Medium Density<sup>2</sup>, having a floor area of less than 160m<sup>2</sup> (including garage) under one roof<sup>3</sup>;
  - b) on lots designated as Low Density<sup>4</sup>, having a floor area of less than 180m<sup>2</sup> (including garage) under one roof;
  - c) greater than one storey on Lots less than 1,300m<sup>2</sup> (net) with the exception of Lots 7, 28, 38, 39, 42 & 43 where two storeys are permitted;
  - d) greater than one storey on lot 29.
4. Further subdivide or build more than one dwelling unit on any allotment however the Grantor retains the right at all times to further subdivide or approve any other subdivision of any lot or any future stage. This Clause 4 shall expire and be of no further effect on 31<sup>st</sup> December 2020.
5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 28-degree roof pitch<sup>5</sup>. This Clause 5 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause 6 shall expire and be of no further effect on 31<sup>st</sup> December 2016.

7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
8. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox plan and external colour scheme) that have been approved by the Grantor in its sole discretion prior to the commencement of building. In considering plans for approval the Vendor shall take into account Architectural Merit, Colours, and Visual Appearance. A construction bond of \$2,000 is payable to the Grantor prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
9. On lots designated as Medium Density<sup>a</sup>, construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar within 10m of the legal road frontage. The maximum width of the road crossing shall be 4.5m at the road boundary and should be off-set 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the allotment, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantor and/or the Selwyn District Council. Where the Grantor has constructed a sealed driveway to the lot, this access point must be used by the Grantee as the primary driveway entry. This entry point may not be removed or relocated prior to 31<sup>st</sup> December 2016.
10. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Grantor's sole discretion are obtrusive.
11. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
12. Erect or permit to be erected on the land any fence or boundary wall:
  - a) within 3.0 metres of the road boundary' except on
    - (i) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
    - (ii) Street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;



- (iii) Where the secondary road frontage is fenced on the boundary in (i) above, such fencing shall be finished at least 1.0 metre behind the main building line;
  - (iv) Approval of fence design may be declined at the Grantor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision.
- b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Grantor. Approval of fence design may be declined at the Grantor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary<sup>10</sup>;
- c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry, solid timber or in the form of a Paling Fence with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Grantor;
- d) On lots within the low density areas as shown in the Selwyn District Plan (Living WM) any fence other than rural style being post and wire, post & rail or similar;
- however the Grantor retains the right at all times to erect boundary fencing on any boundary fronting a reserve or the road boundary of any lot where access is restricted by a Link Strip, Consent Notice or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot. Such fencing erected by the Grantor shall not be removed without prior written consent of the Grantor. This Clause 12 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the said lot. Should damage occur, the Grantee shall immediately repair such damage. If such damage is not immediately repaired, the Grantor shall have the right to rectify such damage with reasonable costs to be met by the Grantee, payable on demand.
14. Remove or relocate from the lot any fence, tree or shrub constructed or installed by the Grantor that is within 2.0 metres of the road frontage without the prior written consent of the Grantor. This Clause 14 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
15. Permit any rubbish, including Builders waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 100mm. The Grantor shall have the right to remove any building materials from the site or any adjoining site

or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by the Grantee, payable on demand.

16. Permit the erection of any sign on the property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Grantor will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantor and prior written consent is obtained. The Grantor shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Grantor. The Grantor shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 17 shall expire and be of no further effect on 31<sup>st</sup> December 2016.

**General Covenants:**

18. in the event that the Grantee disagrees with an exercise of discretion by the Grantor under clause 7 above then the matter shall be referred to an architect nominated by the Grantor. The consent of the Grantor shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
19. The Grantor shall neither be required nor be liable to enforce such above Covenants.
20. The Purchaser (including the Purchasers successors in title and subsequent assignees of the property) covenant with the Vendor (including any subsidiary or associated company of the Vendor or successor or assigns to the Vendor ("Vendor")) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Vendor from progressing and completing the Vendor's Preston Downs development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Preston Downs Development. This covenant by the Purchaser applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Vendor may own or subsequently purchase to progress such development.

Amendments:

- a) R2 increases area from 1,200m<sup>2</sup> to 1,300m<sup>2</sup> for permitted 2 storey dwelling
- b) R2 reduced minimum area in 3b) from 200m<sup>2</sup> to 180m<sup>2</sup> to correct error.

<sup>1</sup> Floor area measurements shall be based on the outside slab dimensions. The lot areas stated are net areas (exclusive of area of Access Lot, Right of Way or Driveway shared with any other Lot). The Grantor retains the right to approve the construction of a dwelling less than the minimum area required by this covenant if in their sole discretion it is deemed to not be of detrimental effect to the subdivision.

<sup>2</sup> The Medium and Low Density Designations are referenced to the Outlines Development Plan (Living WMA) in the Sekeyn District Plan.

<sup>3</sup> Garaging or covered parking which is separate to the dwelling will be considered if in the opinion of the Grantor such design is comprehensive and appropriate for the circumstances.

<sup>4</sup> Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Grantor, those materials and pitch will not adversely effect the development.

<sup>5</sup> The Grantor retains the right to approve fencing within 3.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the removal of doubt, the word 'road' includes right of way and access lot or any lot to veal in the Sekeyn District Council.

<sup>6</sup> The Grantor may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.



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**Section Contents**

**Barcode section name**

# Code Compliance Certificate



122079

# Site Inspection Sheet

122079

## Application

Schmitt Family Trust  
Schmitt Family Trust  
12 The Oaks  
Kaiapoi 7630

Issue date

19/12/12

## Project

Description

OUTBUILDINGS

Being Stage 1 of an intended 1 Stages

Domestic Garage

Intended Life

Indefinite, but not less than 50 years

Intended Use

Domestic Garage, Non Habitable - 72sqm

Estimated Value

\$15,000

Location

19 Kirrin Lane, West Melton

Legal Description

RAPID:

LOT 32 DP 443759

Valuation No.

2354203200

Builder





## Code Compliance Certificate Sign-off Prompt Sheet

A tick (✓) in any space indicates an item has been assessed/provided & is approved/acceptable. A cross (x) in any space indicates an item has not been assessed/provided and a comment/reason should be added. N/A should be used if an item is not applicable to the consent signoff process.

Building  
Consent:

122079

A. OWNER & PROJECT DETAILS (Recent CT may be required)					
1	Owner's Name:	Schmitt Family Trust	2	Agent's Name:	Smith Hume 10
3	Project Address:	19 Kiriwin Lane West Harbour	4	Post CCC to:	P.O. Box 5663 Papamoa Chch
5	Classified Use:	Out Building	6	Year Constructed:	2013

B. INSPECTIONS		✓, x, N/A	OUTCOME & REASONS
1	Have all inspections been carried out?	✓	all B.C inspection completed
2	Have all issues encountered during the inspection phase been resolved?	✓	No unresolved issues
3	Is a further site inspection required?	N/A	

C. SUPPORTING DOCUMENTATION		✓, x, N/A	OUTCOME & REASONS
1	Have all documentation required by the conditions of the Building Consent been provided?	✓	① CCC application
2	List additional documents received in support of CCC application to demonstrate compliance.	N/A	
3	Energy Works Certificates (Gas & Electricity)		
	a. Electrical Cert No:		
	b. Gas Cert No:	N/A	
4	Check registration numbers of LBPs associated with project and ensure that any Memorandum of Work Certificates are supplied for the Restricted Building Work.	N/A	



D. NOTICE TO FIX (NTF)		✓, ✗, N/A	OUTCOME & REASONS
1	Confirm all NTF's (if any) have been complied with to allow the issuance of the CCC	/	No NTF - NCS
2	Where an NTF has been lifted ensure NCS & database updated.	w/h	

E. COMPLIANCE SCHEDULE (where required)		✓, ✗, N/A	OUTCOME & REASONS
1	Specified Systems identified?		
2	Compliance Schedule document produced?	w/h	Compliance Schedule number:
3	Compliance Schedule invoice produced?		

F. FURTHER INFORMATION REQUIRED (if any - include reasons)			
1	The following additional information is required in support of the application for a Code Compliance Certificate:  <div style="text-align: center;">w/h</div>		
2	Decision: approve further information received*: Reason for decision: Information received demonstrates compliance with the Building Code/Consent.	NAME	Signature
3	Decision: decline to accept further information received*: Reason for decision: Information fails to demonstrate compliance with the Building Code/Consent. Action taken:	NAME	Signature

\*Delete if not applicable

G. CCC PROCESSING SIGN OFF			
1	Decision: issue CCC* <i>all B.C conditions have been completed</i> Reason/s for decision:		
	NAME	Signature	Date
	<i>Peter Robertson</i>	<i>PGHoto</i>	<i>2/7/2013</i>
2	Decision: recommend BCA Refuse to issue CCC and forwarded to Technical & Compliance Team Leader for review*: Reason/s for decision:		
	NAME	Signature	Date

\*Delete if not applicable



**H. SUPERVISION** (where applicable)

1	This signoff has been completed under the supervision of:		
	NAME	Signature	Date

**I. REVIEW** (where applicable)

1	Outcome of Review:		
	NAME	Signature	Date

130611917

SCANNED

RECEIVED

11 JUN 2013



For Official use

Date Received:

# Application for Code Compliance Certificate (Form 6) Section 92, Building Act 2004

Items marked \* are mandatory. Complete this form in BLOCK CAPITALS using BLACK or BLUE ink.

## 1. The Building Consent

Building Consent  
Number\*:

122079

Issued by\*:

SELWYN DISTRICT COUNCIL

## 2. The Project

Description of the building work\*:

VERSITILE GARAGE 12m L x 6m WIDE  
DOMESTIC GARAGE.Floor Area\*: 6m x 12m m<sup>2</sup>Has the intended use of the  
building changed since the Building  
Consent was issued/granted? \*
☐ YES →  
☒ NO
Provide details of the new use:  
[refer NZBC A1 Classified Uses]

## 3. The Owner [include preferred form of address, eg, Mr, Miss, Dr, if an individual]

Owner's Name\*:

SCHMITT FAMILY TRUST

Contact Person (if owner is a company):

Mailing/  
Billing Address\*:PO BOX 5643  
PAPANUIStreet Address/  
Registered Office:

Phone Number:

03 327 4657

Cell Phone:

027 228 1639

Fax:

E-mail address:

NZCELT @ XTRA.CO.NZ

Website:

## 4. The Agent (Note - Only required if application is being made on behalf of the owner. The Agent, if nominated, will be the first point of contact for communications with the Council/Building Consent Authority regarding this application/building work and will receive all correspondence including all invoices)

Agent's Name:

Contact Person (if agent is a company):

Mailing/  
Billing Address:Street Address/  
Registered Office:

Phone Number:

Cell Phone:

Fax:

E-mail address:

Website:



### 5a. The Application

All building work to be carried out under the above building consent was completed on\*:

23/04/2013

### 5b. The Application (Restricted Building Work) \*

The licenced building practitioner(s) who carried out, or supervised, the restricted building work is/are as follows:

Note: Enter the licenced building practitioner (LBP) number or registration number if treated as being licenced under section 291 of Building Act 2004.

Name Alexander O'Donnell Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Name  Licence Class  LBP number

Particular work carried out or supervised:

Note: Use additional sheets if required.

### 5c. The Application (Key Personnel) \*

The personnel who carried out the building work other than restricted building work are as follows:

<b>Builder:</b>	<input type="text"/>	<b>Registration Number:</b>	<input type="text"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>
<b>Certifying Plumber:</b>	<input type="text"/>	<b>Registration Number:</b>	<input type="text"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>
<b>Certifying Gasfitter:</b>	<input type="text"/>	<b>Registration Number:</b>	<input type="text"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>
<b>Certifying Drainlayer:</b>	<input type="text" value="Gary Stoner"/>	<b>Registration Number:</b>	<input type="text" value="08126"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>
<b>Registered Electrician:</b>	<input type="text"/>	<b>Registration Number:</b>	<input type="text"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>
<b>Name:</b>	<input type="text"/>	<b>Registration Number:</b>	<input type="text"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>
<b>Name:</b>	<input type="text"/>	<b>Registration Number:</b>	<input type="text"/>
<b>Mailing Address:</b>	<input type="text"/>		
<b>e-mail:</b>	<input type="text"/>	<b>Phone (day):</b>	<input type="text"/>

**Note:** Use additional sheets if required.

Other notes or comments which you as the applicant may wish to add:



### 5d. The Application (Specified Systems)

Are there any specified systems associated with this project? \*

☐ YES

☒ NO, there are no specified systems associated with this project.

The following specified systems are contained on the compliance schedule for the building and, in the opinion of the personnel who installed them, are capable of performing to the performance standards set out in the building consent: *[specified systems are defined in regulations]*.

- SS1 ☐ Automatic systems for fire suppression (for example, sprinkler systems)
- SS2 ☐ Automatic or manual emergency warning systems for fire or other dangers (other than a warning system for fire that is entirely within a household unit & serves only that unit).
- SS3 ☐ Electromagnetic or automatic doors or windows (for example, ones that close on fire alarm activation)
- SS3/1 ☐ Automatic doors
- SS3/2 ☐ Access Controlled Doors
- SS3/3 ☐ Interfaced fire or smoke doors or windows
- SS4 ☐ Emergency lighting systems
- SS5 ☐ Escape route pressurisation systems
- SS6 ☐ Riser mains for fire service use
- SS7 ☐ Automatic back-flow preventers connected to a potable water supply
- SS8 ☐ Lifts, escalators, travelators, or other systems for moving people or goods within buildings
- SS8/1 ☐ Passenger Carrying lifts
- SS8/2 ☐ Service Lifts
- SS8/3 ☐ Escalators and moving walks
- SS9 ☐ Mechanical ventilation or air conditioning systems
- SS10 ☐ Building maintenance units for providing access to the exterior and interior walls of buildings
- SS11 ☐ Laboratory fume cupboards
- SS12 ☐ Audio loops or other assistive listening systems
- SS13 ☐ Smoke control systems
- SS13/1 ☐ Mechanical Smoke Control
- SS13/2 ☐ Natural Smoke Control
- SS13/3 ☐ Smoke Curtains
- SS14 ☐ Emergency power systems for, or signs relating to, a system or feature specified in any of the clauses 1 to 13
- SS14/1 ☐ Emergency Power Systems
- SS14/2 ☐ Signs relating to Specified Systems 1 to 13
- SS15 ☐ Other Fire Safety Systems or Features
- SS15/1 ☐ Systems for communicating spoken information intended to facilitate evacuation
- SS15/2 ☐ Final exit (as defined by A2 of the Building Code; and
- SS15/3 ☐ Fire separations
- SS15/4 ☐ Signs for communicating information intended to facilitate evacuation;
- SS15/5 ☐ Smoke separations
- SS16 ☐ Cable Cars

Purpose Group\*:

Fire Hazard Category\*:

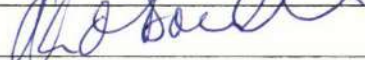
Max Occupant Load\*:



### 5e. The Application (Signatory)

I request that you issue a code compliance certificate for this work under section 95 of the Building Act 2004.

Signed by\*:



FULL NAME\*:

ALEXANDER O'DONNELL

Date\*:

I am the\*:

☒ **Owner**

☐ **Agent**

on behalf of, and with the authority of, the owner.

Address the code  
compliance certificate  
should be sent to:


PO BOX 5643  
PAPANUI  
CHRISTCHURCH

### 6. Attachments

The following documents are attached to this application:

- ☐ **Evidence of ownership\*** (*Certificate of Title or Sale & Purchase Agreement*)
- ☐ Certificates that relate to the energy work (*eg Gas & electricity*)
- ☐ Evidence that the specified systems are capable of performing to the performance standards set out in the building consent
- ☐ Proof of potability of drinking water from private well, and/or rainwater catchment, supply (refer to New Zealand Drinking Water Standards 2005)
- ☐ **Memoranda (Records of Building Work) from licenced building practitioner(s)** stating what restricted building work they carried out or supervised\*
- ☐ Other documents from personnel who carried out the work

For Official use only:

	<b>Code Compliance Certificate</b> <b>Application Checklist - Form 6(C)</b> (in conjunction with Form 6)	<b>Building Consent No:</b> 122079
		<b>Date Received:</b> 11/6/13

Project address: 19 Kirrin Lane West Melton

Has the practical completion inspection been carried out	Supplied	Not Applicable	Selwyn BCA Use Only
<p><b>YES</b> / NO (Please circle)</p> <p>If NO, please book the inspection before proceeding with this application</p> <p>NB The following is required on application in sufficient detail to show compliance with all aspects of the relevant Building Consent. Please complete this Checklist in FULL by placing a tick (✓) in the supplied or Not Applicable boxes. Additional Information may be requested during processing of the application.</p>			
<b>Check You Have Included :-</b>			
COMPLETED, dated and signed Application Form			✓
Building Consent number			✓
An Address for the CCC to be posted to			✓
A copy of the Current Certificate of Title		✓	
<b>Check You Have Listed The Key Personnel:-</b>			
<ul style="list-style-type: none"> <li>Name, address, phone number, registration number for ALL key personnel e.g. Builder, Electrician, Drain layer, Plumber etc</li> <li>Trade Certificates – provided by all key personnel</li> </ul>			✓
<b>Check You Have Included The Documentation:-</b>			
<ul style="list-style-type: none"> <li>Electrical Certificate</li> <li>Gas Certificate</li> <li>Water Pressure Test (1500KPA) statement, if stated in building consent or if requested by Building Inspector</li> </ul>		✓	
Supporting documentation to verify compliance (please list attachments):-			
<ul style="list-style-type: none"> <li></li> <li></li> <li></li> <li></li> </ul>			
Proof of potability of water (3 tests results - 1 x chemical + 3 x bacteria)		✓	
Exterior Cladding – Construction Statement required by Building Consent conditions. e.g. Plaster Cladding, Classic Stone			✓
Relocated Buildings – Copy of Code Compliance Certificate for the building, issued by the local authority whom's district the building was constructed in		✓	
Pile Driving records for driven piles		✓	
Septic tanks- Confirmation from ECAN that they have received and approved the certificate of construction from the drain layer / designer (Compliance Monitoring report)		✓	
<b>Evidence that specified systems are capable of performing to the performance standards set out in the Building Consent including:-</b>			
<ul style="list-style-type: none"> <li>Installers Certificates</li> <li>FPIS Certificates</li> <li>Dangerous Goods Location – Test Certificate issued by an ERMA approved test certifier</li> </ul>		✓	
<b>Approvals from Other Authorities</b> – Approvals for discharges to land, air, or water from ECAN,		✓	
<b>NOTE: Once received by the BCA, your CCC application will be considered and either issued or refused within 20 working days. Please note if any further information is requested this time is suspended until that information is received.</b>			

For BCA Use Only:-

This application is accepted / declined as all relevant information has has not been supplied - signed: *[Signature]*

owner advised at counter 11/6/13  
drainlayers details req.



# EUROPEAN PLASTER & DESIGN LTD.

EUROPEAN PLASTER & DESIGN LTD.

12 The Oaks

Kaiapoi

Tel 03 327 4657 a/h

Mob 027 228 1639

E Mail :- nzbhoy@gmail.com

## PRODUCER/CONSTRUCTION STATEMENT for GARAGE EXTERNAL CLADDING

Site Address.....19 Kirrin Lane. Preston Downs, West Melton.  
Builder.....Versatile Homes and Buildings  
Registered Plasterers.....European Plaster & Design Ltd  
System installed.....EPS Insulated Facade System (40mm Poly on 20mm Poly Battens)  
System used.....EPS Insulated Facade System  
Textures Used.....Santa Fe (unpainted)  
Colour Used.....Solitaire (Rockcote Armour)  
Start date.....03 March 2013  
End date.....28 March 2013

Clauses and further information.....12M x 6M Double Garage and Workshop separate from house

We the above firm have completed the work in accordance with the N.Z. building code, E2/AS1, Branz Appraisal 681, and the Resene Construction Systems Specifications Limited Specifications

Signed by European plaster & Design Ltd.....

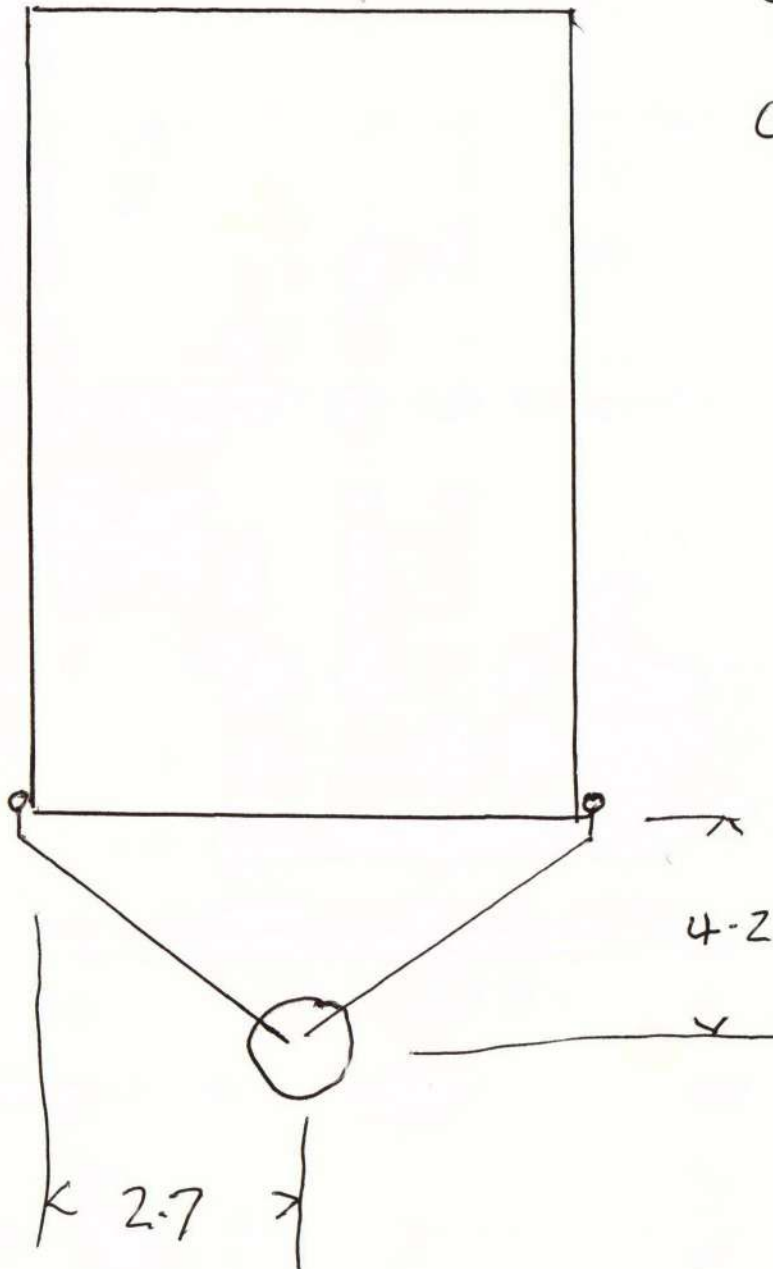
BC 122079

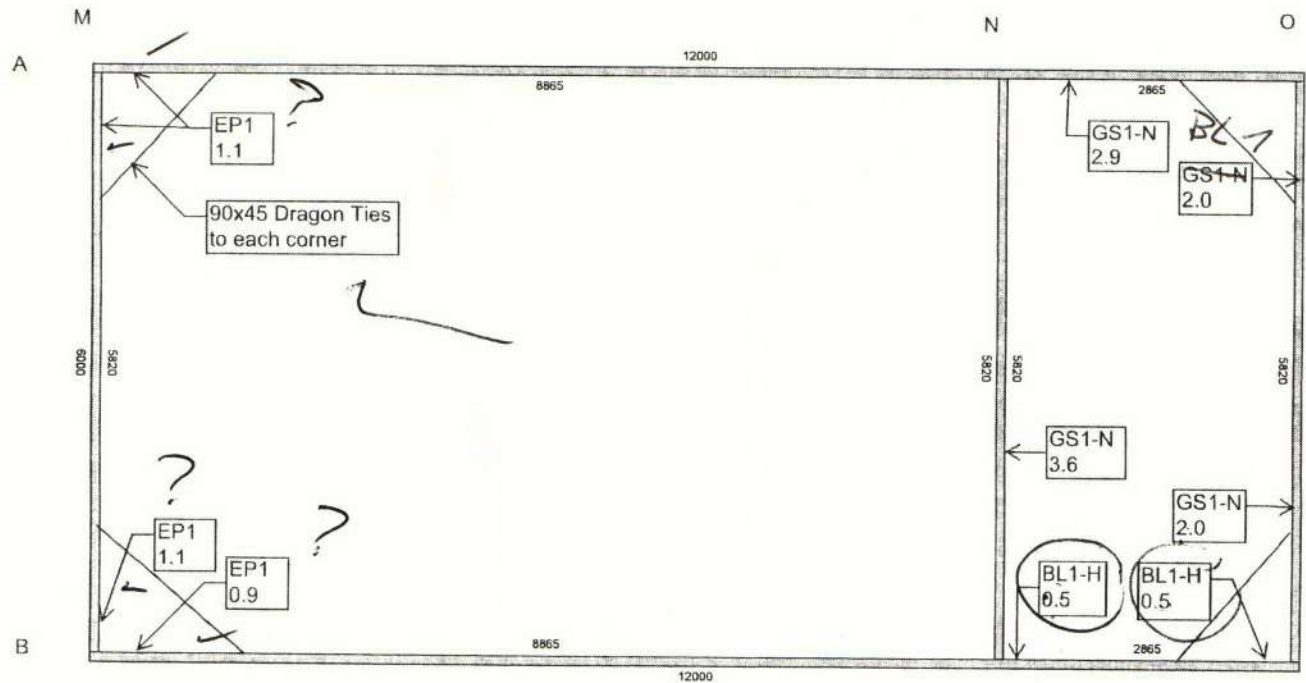
Reg Drainlayer Garry Storer 08126

90mm 3/w

Grade 1-80

Kirren RD





300 units Wind  
252 units EQ

SELWYN DISTRICT COUNCIL  
19 DEC 2012  
CONSENT DOCUMENT

SCALE A3-1:50



COPYRIGHT: THESE DRAWINGS MUST NOT BE REPRODUCED WITHOUT THE EXPRESS PERMISSION OF SPANBILD NEW ZEALAND LTD.

122079

**MiTek**  
Copyright © 2012

**MiTek New Zealand Ltd.**  
SPANBILD® BUILDING SYSTEMS



**VERSATILE®**  
HOMES & BUILDINGS

For: Ms Angela O'Donnell  
Preston Downs  
West Melton

VB1000

Bracing & Dimensions

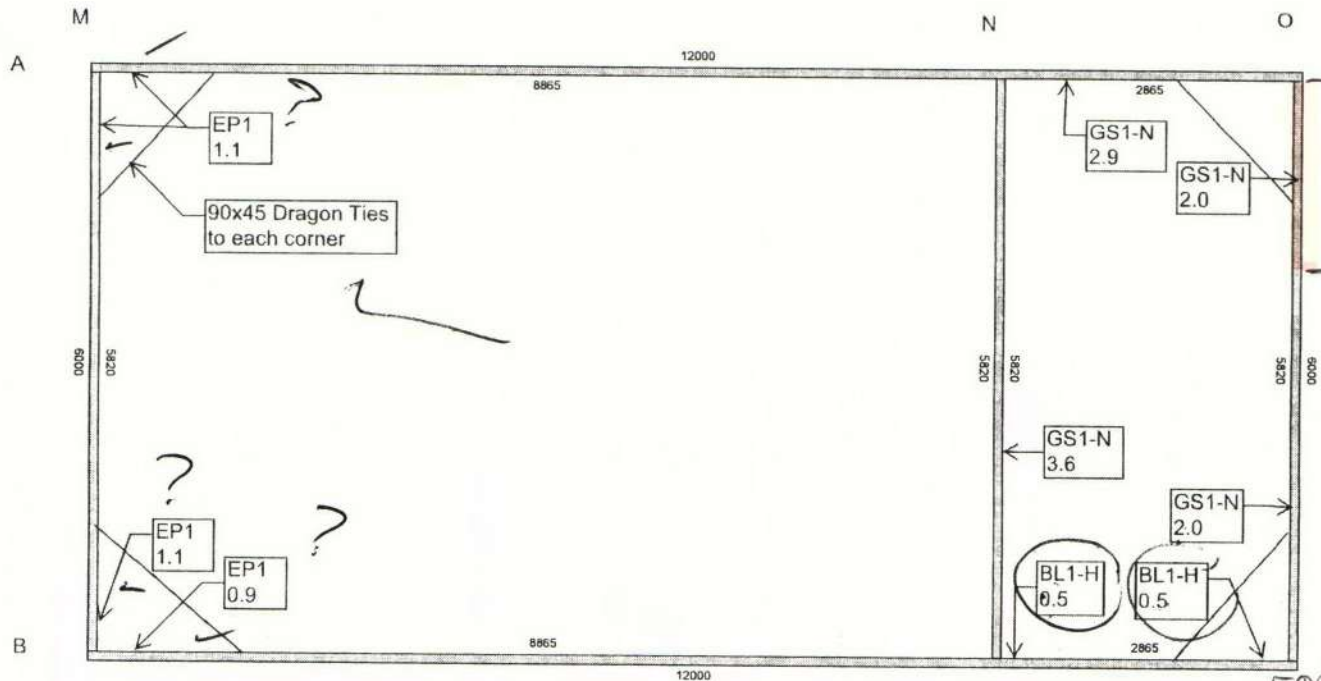
Sheet 7 of 19

**PLEASE NOTE**  
This set of plans MUST be  
available on site when  
inspections are carried out



$$1.25 \times 2.4 = 300 \text{ units win}$$

$$105 \times 2.4 = 252 \text{ EQC}$$



SELWYN DISTRICT COUNCIL  
19 DEC 2012  
CONSENT DOCUMENT

SCALE A3-1:50



122079

**MiTek** New Zealand Ltd.  
SPANBILD GANG-NAIL® BUILDING SYSTEMS

**VERSATILE**  
HOMES & BUILDINGS

For: Ms Angela O'Donnell  
Preston Downs  
West Melton

VB1000  
Bracing & Dimensions  
Sheet 7 of 19

**PLEASE NOTE**  
This set of plans MUST be available on site when inspections are carried out

**Code Compliance Certificate****122079****Section 95, Building Act 2004****The Owner**

Name of Owner:	Schmitt Family Trustees Ltd
Mailing address:	C/- Mrs AE O'Donnell, PO Box 5643, Papanui, Christchurch 8542
Street address/registered office:	
Phone number:	
Landline:	Daytime:
Mobile: 027 282 9629	After hours: (03) 327 4657
Facsimile number:	
Email address:	angelaodonnell@xtra.co.nz
Website:	

**The Building Work**

Street Address of Building:	19 Kirrin Lane, West Melton
Legal Description of land where building is located:	LOT 32 DP 443759
Valuation Number:	2354203200
Current lawfully established use:	OUTBUILDING
Type of work:	Domestic Garage
Estimated Value:	\$15,000
Location of building within site/block number:	
Building Name:	Year Construction Commenced: 2013

**Code Compliance Certificate:**

The Building Consent Authority named above is satisfied on reasonable grounds, that the Building work complies with the Building Consent



Peter Robertson  
Selwyn District Council Building Consent Authority Signatory

Issue Date: 2/07/13

Schmitt Family Trust  
P O Box 5643  
Papanui  
Christchurch



# INSPECTION NOTICE

*Inspections are to be booked by the owner or builder*

Name: **Schmitt Farmily Trust**

Consent No: **122079**

Site Address/Rapid No

Officer ID: AOFroberp

19 Kirrin Lane, West Melton

Name: Peter Robertson

Type of building work:

Intended Use: : Domestic Garage

Stats Code:

On 23/04/2013 at 1:42 p.m. this site was inspected pursuant to the Building Act 2004 (section 222/230) and the Local Government Act 2004 (Section 174). The purpose of the inspection was:

**INSPECTION TYPE: PRACT COMPLETION (GARAGE)**

**INSPECTION RESULT: BUILDING WORK MAY PROCEED**

**The Following Items are yet to be completed:**

## Notes Summary:

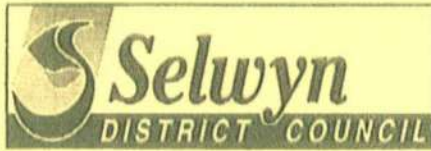
All structural connections to plan ,stormwater discharge to soak holes.

Note: A Code Compliance Certificate is required for 2004 Building Act Consents

## INSTRUCTIONS:

Notice To:	Contractor <input type="checkbox"/>	Owner <input type="checkbox"/>	Agent <input type="checkbox"/>	Occupier	Signed:
By:	Telephone <input type="checkbox"/>	Fax <input type="checkbox"/>	Posting <input type="checkbox"/>	Left on Site	





# INSPECTION NOTICE

*Inspections are to be booked by the owner or builder*

Name: **Schmitt Farmily Trust**

Consent No: **122079**

Site Address/Rapid No

Officer ID: AOFroberp

19 Kirrin Lane, West Melton

Name: Peter Robertson

Type of building work:

Intended Use: : Domestic Garage

Stats Code:

On 23/04/2013 at 1:39 p.m. this site was inspected pursuant to the Building Act 2004 (section 222/230) and the Local Government Act 2004 (Section 174). The purpose of the inspection was:

**INSPECTION TYPE: POSTLINE**

**INSPECTION RESULT: BUILDING WORK MAY PROCEED**

**The Following Items are yet to be completed:**

## Notes Summary:

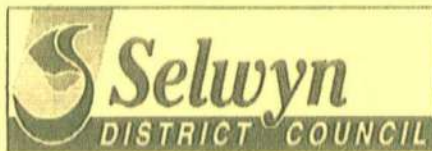
All bracing units fixed to BC plan.

Note: A Code Compliance Certificate is required for 2004 Building Act Consents

## INSTRUCTIONS:

Notice To:	Contractor <input type="checkbox"/>	Owner <input type="checkbox"/>	Agent <input type="checkbox"/>	Occupier	Signed:
By:	Telephone <input type="checkbox"/>	Fax <input type="checkbox"/>	Posting <input type="checkbox"/>	Left on Site	





# INSPECTION NOTICE

*Inspections are to be booked by the owner or builder*

Name: **Schmitt Farmily Trust**

Consent No: **122079**

Site Address/Rapid No

Officer ID: AOFroberp

19 Kirrin Lane, West Melton

Name: Peter Robertson

Type of building work:

Intended Use: : Domestic Garage, Non Habitable - 72sqm Domestic Garage

Stats Code: OUTBUILDINGS

On 28/03/2013 at 1:48 p.m. this site was inspected pursuant to the Building Act 2004 (section 222/230) and the Local Government Act 2004 (Section 174). The purpose of the inspection was:

**INSPECTION TYPE: PRELINE**

**INSPECTION RESULT: BUILDING WORK MAY PROCEED**

**The Following Items are yet to be completed:**

**Notes Summary:**

Pre line requirements inplace .

Note: A Code Compliance Certificate is required for 2004 Building Act Consents

**INSTRUCTIONS:**

Notice To:

Contractor ☐

Owner ☐

Agent ☐

Occupier

Signed:

By:

Telephone ☐

Fax ☐

Posting ☐

Left on Site



# INSPECTION NOTICE

*Inspections are to be booked by the owner or builder*

Name: **Schmitt Farmily Trust**

Consent No: **122079**

Site Address/Rapid No

Officer ID: AOFSTEVEG

19 Kirrin Lane, West Melton

Name: Geoff Stevenson

Type of building work:

Intended Use: : Domestic Garage, Non Habitable - 72sqm Domestic Garage

Stats Code: OUTBUILDINGS

On 11/03/2013 at 11:06 a.m. this site was inspected pursuant to the Building Act 2004 (section 222/230) and the Local Government Act 2004 (Section 174). The purpose of the inspection was:

**INSPECTION TYPE: PLASTER SYSTEM**

**INSPECTION RESULT: BUILDING WORK MAY PROCEED**

**The Following Items are yet to be completed:**

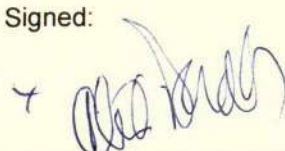
**1/ Foundation to be plastered to cover gap at back of cavity vermin strip.**

## Notes Summary:

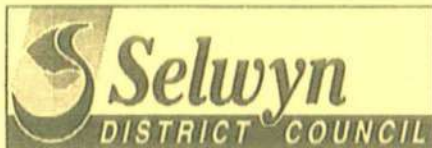
Rockote EPS 40 plus system as per consented details. Control joint back wall. Wrap completed. Flash tape, joinery, support bars completed. Rockote joinery flashings. EPS panels installed, fixing & jointing to system. Ply brace panels installed, fixings completed for BL braces.

Note: A Code Compliance Certificate is required for 2004 Building Act Consents

**INSTRUCTIONS: Complete item 1, prior to final inspection.**

Notice To:	Contractor <input checked="" type="checkbox"/>	Owner <input type="checkbox"/>	Agent <input type="checkbox"/>	Occupier	Signed: 
By:	Telephone <input type="checkbox"/>	Fax <input type="checkbox"/>	Posting <input type="checkbox"/>	Left on Site	





# INSPECTION NOTICE

*Inspections are to be booked by the owner or builder*

Name: **Schmitt Family Trust**

Consent No: **122079**

Site Address/Rapid No

Officer ID: AOFFORTUD

19 Kirrin Lane, West Melton

Name: Daryl Fortuin

Type of building work:

Intended Use: : Domestic Garage, Non Habitable - 72sqm Domestic Garage

Stats Code: OUTBUILDINGS

On 22/02/2013 at 10:00 a.m. this site was inspected pursuant to the Building Act 2004 (section 222/230) and the Local Government Act 2004 (Section 174). The purpose of the inspection was:

**INSPECTION TYPE: PREWRAP**

**INSPECTION RESULT: BUILDING WORK MAY PROCEED**

## The Following Items are yet to be completed:

WALL BRACING Thickness, grade & treatment (ie. 7mm, CD H3 ply) (B1). Nail/screw material & pattern (B1). Check size of bracing element (ie. 1.2m. 2.4m etc.) (B1). Hold down bolts (location, material & capacity) (B1). **Complete Ply and fixings on inside and check later.**

OTHER Any additional items identified on Building Consent to be inspected at this time. **Complete dragon ties as per NZS 3604 (2,5m from corners).**

*O.F. 21/2/13.*

- **Notes Summary:**
- **Versatile structure.**
- 90x45 wall framing with studs at 600c/c and dwangs at 1,2m.
- Bottom plate fixings completed.
- Hold down fixings to all exterior wall bracing in place.
- Stud to top plate, lintel and purlin fixings completed.

- ✓ • Roof bracing and truss stiffeners in place.
- Control cuts completed to slab.
- 

Note: A Code Compliance Certificate is required for 2004 Building Act Consents

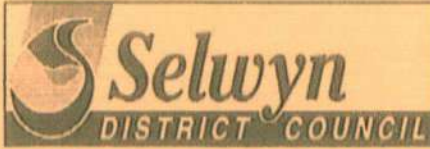
**INSTRUCTIONS:**

- Complete above items.

Notice To:	Contractor <input checked="" type="checkbox"/>	Owner <input type="checkbox"/>	Agent <input type="checkbox"/>	Occupier	Signed:
By:	Telephone <input checked="" type="checkbox"/>	Fax <input type="checkbox"/>	Posting <input type="checkbox"/>	Left on Site <input checked="" type="checkbox"/>	

*Mike*





# INSPECTION NOTICE

*Inspections are to be booked by the owner or builder*

Name: **Schmitt Farmily Trust**

Consent No: **122079**

Site Address/Rapid No

Officer ID: AOPPETEC

19 Kirrin Lane, West Melton

Name: Carl Petersen

Type of building work:

Intended Use: : Domestic Garage, Non Habitable - 72sqm Domestic Garage

Stats Code: OUTBUILDINGS

On 31/01/2013 at 1:49 p.m. this site was inspected pursuant to the Building Act 2004 (section 222/230) and the Local Government Act 2004 (Section 174). The purpose of the inspection was:

**INSPECTION TYPE: FOUNDATIONS**

**INSPECTION RESULT: BUILDING WORK MAY PROCEED**

The Following Items are yet to be completed:

**1/ Ensure cover to reinforcing maintained and concrete vibrated.**

**2/ Provide amendment to change claddings and linings as discussed.**

## Notes Summary:

Siting as per consented documents. Reinforcing as per BC plan sheet 2 A3. Footing to firm ground 200mm - 400mm 200mm wide. DPM in place. Owner on-site questioning number of inspections, wants to change cladding, linings. Advised to engage designer (Versatile) lodge amendment to make changes. ok to pour.

Note: A Code Compliance Certificate is required for 2004 Building Act Consents

**INSTRUCTIONS: items above to be completed.**

Notice To:	Contractor <input checked="" type="checkbox"/>	Owner <input checked="" type="checkbox"/>	Agent <input type="checkbox"/>	Occupier	Signed:
By:	Telephone <input type="checkbox"/>	Fax <input type="checkbox"/>	Posting <input type="checkbox"/>	Left on Site <input checked="" type="checkbox"/>	

This building consent is subject to the following:-

Selwyn District Council Building Consent Authority Officers will carry out the following inspections:

#### Foundations

Excavation for foundations including ground bearing capacity. ✓

Single pour floors to check reinforcing steel in foundation, floor slab, DPC before concrete is poured. ✓ 31.1.13

#### Pre Wrap

Structural framing and fixings prior to building wrap, soffit, and roofing installation. ✓

#### Pre Line

NOTE: A weathertight exterior is required before a preline inspection occurs.

Preline moisture test and structural framing check including confirmation of treated timber where required.

Bracing elements prior to fixing of internal linings.

Window installation to check ventilation, air seals, and glazing.

#### Post Line/Clad

*Rockcrete EPS 40 Plus system as per consent*  
~~AUTOCLAVED AERATED CONCRETE CLADDING~~ – The exterior cladding system will require inspections at the following stages:-

Panel installations to check the fixing

Check nailing off of bracing panels before stopping work is carried out.

#### Practical Completion

NOTE:- All drainage work must be inspected prior to backfilling and a fully dimensioned 'as-built' drainage plan for Council records must be available when the Inspector visits the site.

Stormwater disposal to soakholes.

*When the final inspection has been carried out and all building work approved, the Code Compliance Certificate can be applied for (The Code Compliance Certificate is invoiced separately with any additional costs if applicable).*

#### Compliance schedule

A compliance schedule is not required for this project.

**Attachments**

Copies of the following documents are attached to this building consent:

NIL

**Other Approvals Required**

The following other approvals/authorisations are required:

None Known

Signature



20 DEC 2012  
Date of Issue/Granting

Carl Petersen

Building Control Officer

On behalf of: Selwyn District Council



**Building Consent****122079****Section 51, Building Act 2004**

Street address of building: 19 Kirrin Lane, West Melton  
Legal description: LOT 32 DP 443759  
Valuation number: 2354203200  
Rapid number:  
Building name:  
Building location on site:  
Level/unit number:

Name of Owner: Schmitt Farmily Trust

Applicant/Agent: Schmitt Farmily Trust  
Contact person:  
Mailing address: 12 The Oaks, Kaiapoi 7630  
Street address/registered office:  
Phone number:  
    Landline: 027 282 9629  
    Mobile: (03) 327 4657  
    Daytime:  
    After hours:  
Facsimile number:  
Email address: angelaodonnell@xtra.co.nz  
Website:

The following building work is authorised by this building consent:

Description: Domestic Garage  
Intended Use: Domestic Garage, Non Habitable - 72sqm  
Estimated Value: \$15,000



## Building Consent 122079

This building consent is issued under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or responsibility under any other Act relating to or affecting the building (or proposed building).

This building consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other Act.

**This Building consent is invalid unless work has commenced within 12 months from the date of issue** (section 52 of Building Act 2004).

**A Code Compliance Certificate must be applied for as soon as building work is completed** (section 92 of Building Act 2004).

Note:- Where conflict may occur between plan/specification information and/or any other specific instruction in application documentation, the applicant and/or designer is to note that the Schedule confirming the method of compliance with the NZ Building Code **will always be the prime default control for Council.**

Any amendment to this Approved Building Consent will require approval prior to the work being carried out. This will require an Amended Building Consent application to be made.

### Booking Inspections

1. The Building Consent Authority, is to be advised that the work is ready for inspection at least 1 clear working day before that inspection is required. Please note this may not guarantee an inspection at the desired time if an inspector is not available at that time.
2. All inspections are to be booked by phoning 03 347 2839 between the hours of 8:30am and 5:00pm.
3. The complete set of Approved Building Consent documents (including stamped plans and specifications) **MUST** be available on site for the Officer carrying out the inspection. No inspection will be undertaken if the approved documentation is not available.

# Approved Building Consent Documents

**Please Note: A copy of the stamped approved documents must be available on site for all inspections.**

## Inspection booking timeframes

Call received	before 3pm inspection will be done	after 3pm inspection will be done
Monday	Wednesday	Thursday
Tuesday	Thursday	Friday
Wednesday	Friday	Monday
Thursday	Monday	Tuesday
Friday	Tuesday	Wednesday

Building inspections and enquiries phone: 03 347 2839

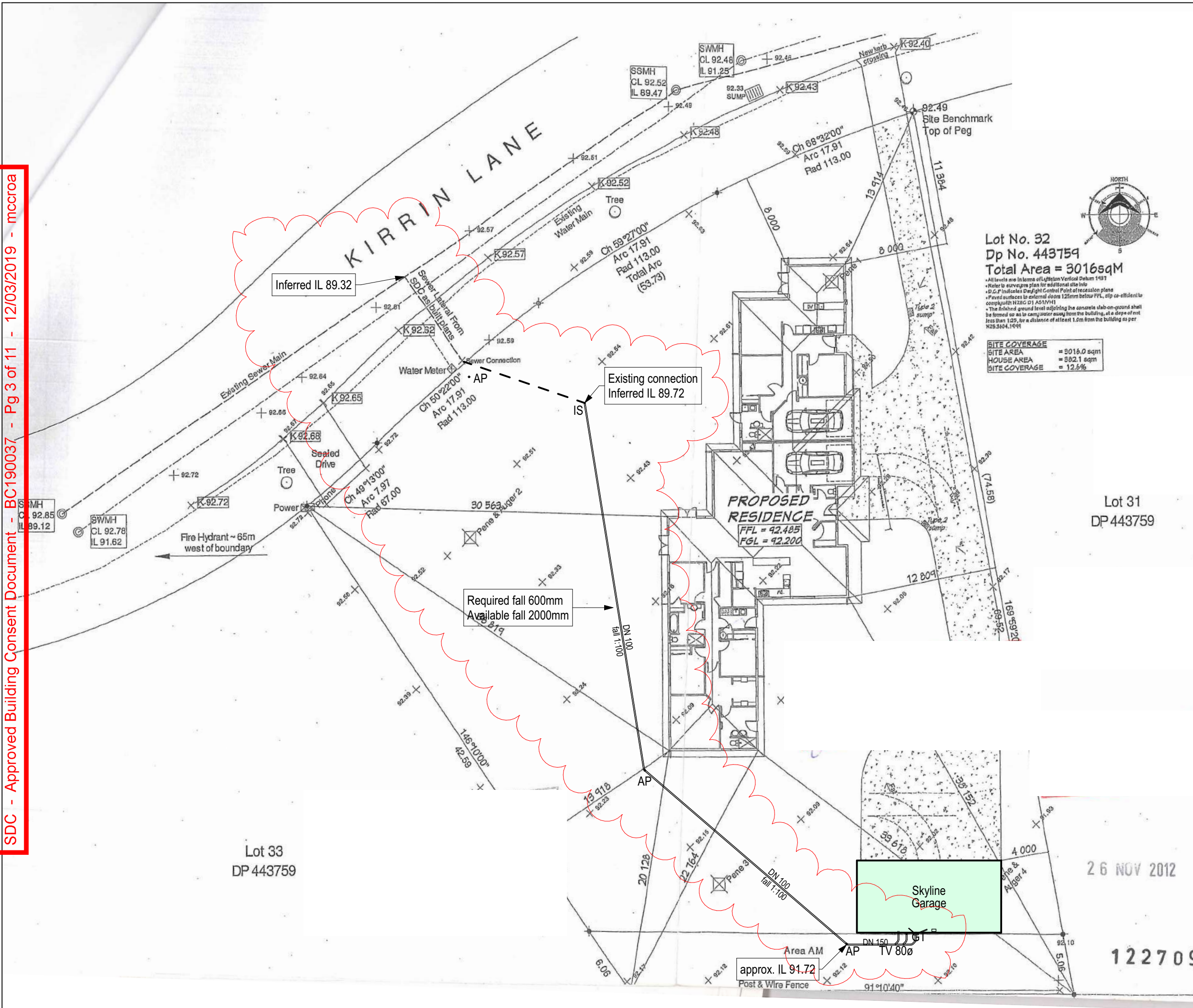
**Please ensure all work for inspection is ready the day before. Incomplete work requiring re-inspection will incur an additional inspection fee.**

1803 Internal Finishes Schedule

	Substrate			Finish			Trim		
Space	Floor	Wall	Ceiling	Floor	Wall	Ceiling	Floor	Openngs	Ceiling
Office	Concrete	Gib 10mm	Aqualine 13mm	Carpet	Paint	Paint	Skirting	Architrave	Gib Square Corners
Garage/Gym	Concrete	n/a	n/a	Seal	n/a	n/a	n/a	n/a	n/a
Bath	Concrete	Aqualine 10mm	Aqualine 13mm	Vinyl	Paint	Paint	Vinyl	Architrave	Gib Square Corners

Sheet Index		
Layout ID	Subset Name	Layout Name
000-00	Project Text Documents	Cover Sheet
014-01	Site Plan	
024-01	General Plan	Ground Existing
024-02	General Plan	Roof Existing
024-11	General Plan	Ground Altered
024-12	General Plan	Roof Altered
025-01	Elevations	Existing
026-01	Section	Across
044-01	Detail - Wall Cladding	Rockcote EPS Cladding
045-11	Detail - Lining	Shower Details





Site Plan Legend	
Site Area (m2)	3016
Existing Building Area (m2)	456.5
Site Coverage (%)	15.1
Soil Class - from NZS 3604:2011	A & B
Exposure Zone - from NZS 3604:2011	Zone B
Topographic Class - from NZS 3604:2011	T1
Wind Region - from NZS 3604:2011	A
Wind Zone - from NZS 3604:2011	H
Earthquake Zone - from NZS 3604:2011	Zone 2
Snow Zone - from NZS 3604:2011	N4
Maximum Altitude - from NZS 3604:2011	100
Snow Load - from NZS 3604:2011	1.0 kPa

Plumbing & Drainage Legend		
GT	Gully Trap	
AP	Access Point	
TV	Terminal Vent	
IS	Inspection Shaft	
Pipe Run	Diameter	Gradient
Wet Floor Shower Waste	80-100mm	1:40 (2.50%)
Vanity Waste	40mm	1:40 (2.50%)
Laundry & Tub Waste	50mm	1:40 (2.50%)
Sink Waste	40mm	1:40 (2.50%)
HWC drain - copper	25mm	1:100 (1.00%)
Toilets to foulwater drain	100mm	1:80 (1.25%)
main foulwater drain	100mm	1:60 (1.67%)
branch foulwater drain	100mm	1:60 (1.67%)
stormwater drain	150mm	1:100 (1.00%)
Terminal Vent	80mm	1:200 (0.50%)

- Notes:
- Lag all exposed pipework. Insulate all cold water pipes in enclosed spaces.
  - Pipe work within 1m of Hot Water Supply to be copper.
  - Drainage to be in accordance with G13/AS1.

13	wgh	08/03/19	Show how 1:100 minimum fall realized
2	wgh	25/02/19	Revise drain to terminate at existing connection from house
2	wgh	25/02/19	Take drain directly to street sewer connection
		Description:	1. Check all dimensions on site.
		Date:	2. Do not scale from drawings.
		Amendment by:	3. © Bill Henderson Architect Ltd
			Copyright subsists in this document.
Amendment ID:			

88 Centaurus Road, Huntsbury  
Christchurch 8022  
Ph 0272 0272 19  
e-mail: bill@bha.net.nz  
website: www.bha.net.nz

**Bill Henderson Architect**

**Project:** Alterations to Existing Garage  
Ms Danielle McRay  
19 Kirrin Lane, West Melton 7618  
Lot 32 DP 443759

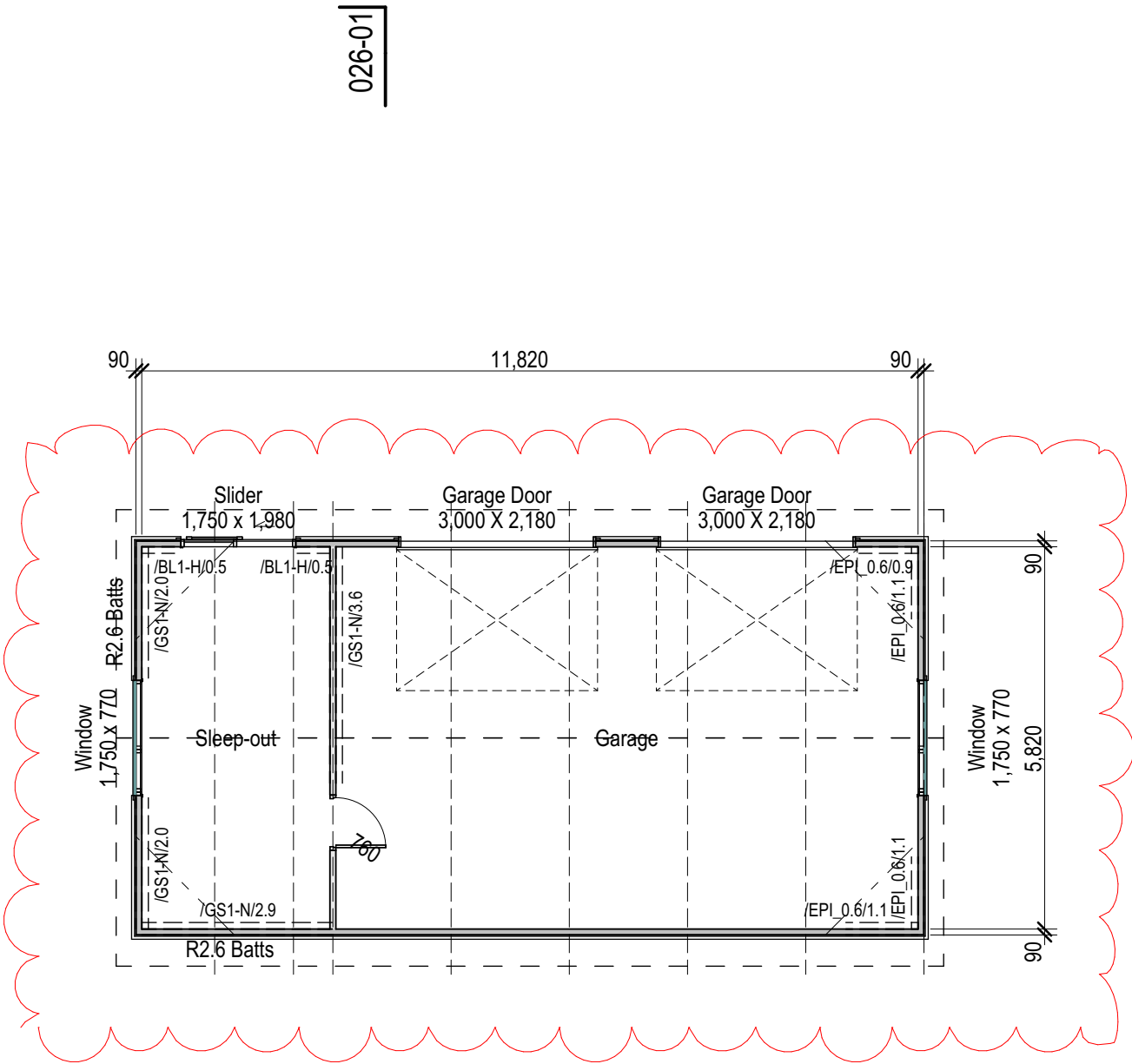
**Sheet Title:** Site Plan

Date:	11/03/2019	Designer:	wgh
Scale on A3:	1:300	Drawn:	wgh
Scale on A1:	1:100	Checked:	wgh
Job No:	1803	Approved:	wgh
File Name:	1803 R.pln	File Path:	

Drawing No: **AR-014-01**

Issue: **3**







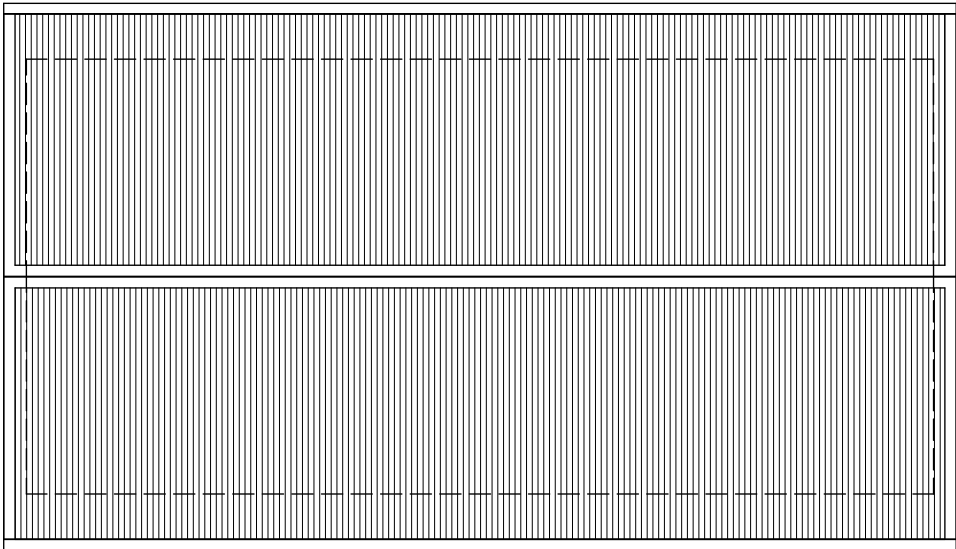
### Electrical Legend

☉ Smoke Detector

#### Notes:



1. Mounting heights in framed walls figured on internal elevations.  
Mounting heights in concrete precast walls inferred from precast panel schedule.
2. All control gear and power supplies to be solid state.  
Wound solenoid thermostats, dimmers, transformers etc. not permitted.
3. Sky TV to all TV points.

2 wgh 08/02/19 Show existing bracing scheme					
Amendment ID:	Description:	1. Check all dimensions on site.			
	Date:	2. Do not scale from drawings.			
	Amendment by:	3. © Bill Henderson Architect Ltd Copyright subsists in this document.			
88 Centaurus Road, Huntsbury Christchurch 8022 Ph 0272 0272 19 e-mail: bill@bha.net.nz website: www.bha.net.nz					
		 <b>Bill Henderson Architect</b>			
Project: Alterations to Existing Garage Ms Danielle McRay 19 Kirrin Lane, West Melton 7618 Lot 32 DP 443759					
Sheet Title: General Plan Ground Existing					
Date:	11/03/2019	Designer:	wgh		
Scale on A3:	1:100	Drawn:	wgh		
Scale on A1:	1:50	Checked:	wgh		
Job No:	1803	Approved:	wgh		
File Name:	1803 R.pln	File Path:			
Drawing No:				Issue:	
AR-024-01				2	

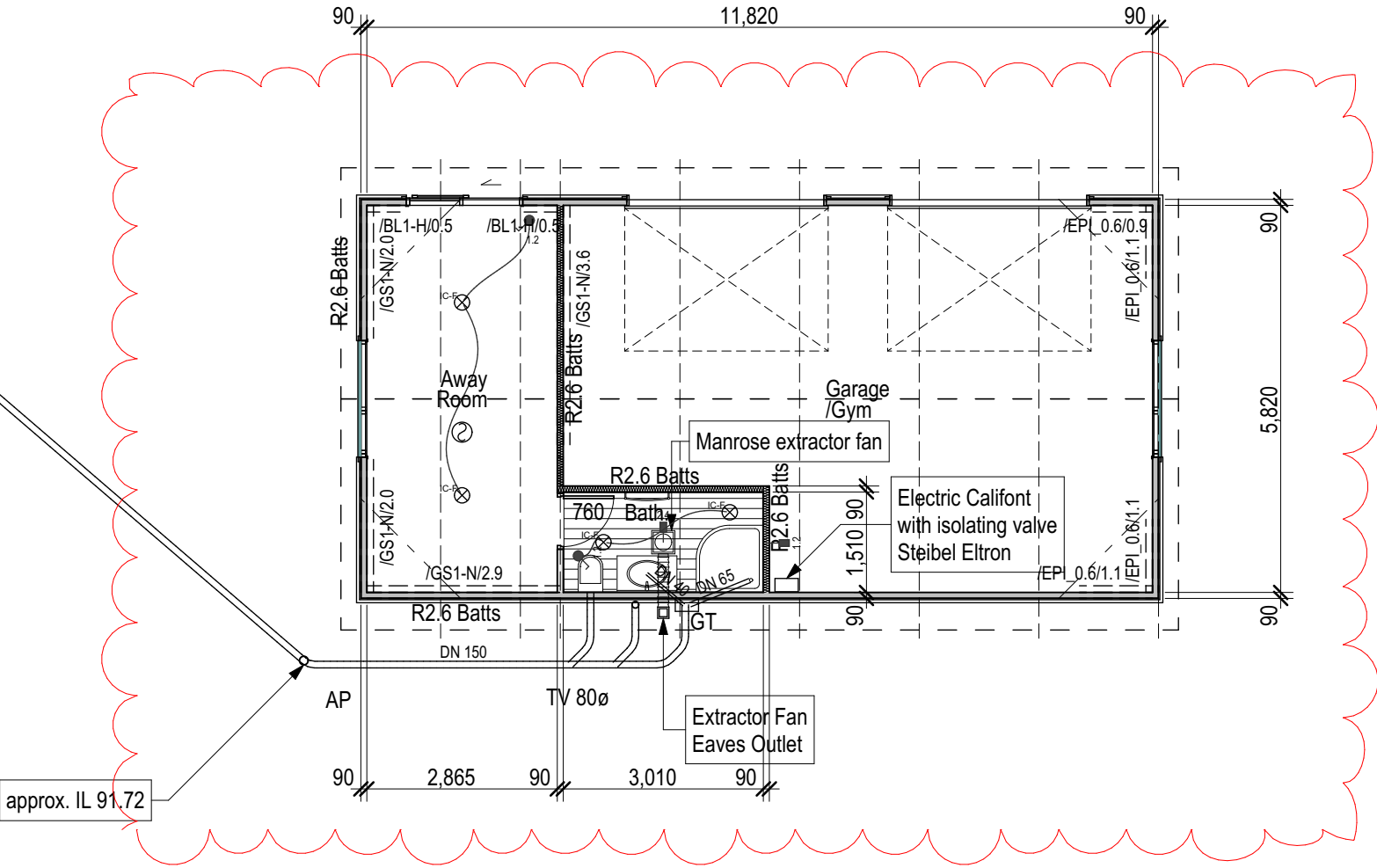


026-01

026-01

	Description:		<div>1. Check all dimensions on site. 2. Do not scale from drawings. 3. © Bill Henderson Architect Ltd Copyright subsists in this document.</div>	
	Date:			
	Amendment by:			
	Amendment ID:			
<div>88 Centaurus Road, Huntsbury Christchurch 8022 Ph 0272 0272 19 e-mail: bill@bha.net.nz website: <a href="http://www.bha.net.nz">www.bha.net.nz</a></div>			<div><div>Bill Henderson Architect</div></div>	
<div>Project:     <b>Alterations to Existing Garage</b>                  <b>Ms Danielle McRay</b>                  <b>19 Kirrin Lane, West Melton 7618</b>                  <b>Lot 32 DP 443759</b></div>				
<div>Sheet     <b>General Plan</b> Title:     <b>Roof Existing</b></div>				
Date:	11/03/2019	Designer:	wgh	
Scale on A3:	1:100	Drawn:	wgh	
Scale on A1:	1:50	Checked:	wgh	
Job No:	1803	Approved:	wgh	
File Name:     1803 R.pln		File Path:		
Drawing No:			Issue:	
<b>AR-024-02</b>			<b>1</b>	

SUPERSEDED by Amendment 1



Electrical Legend

☉ Smoke Detector

Notes:

1. Mounting heights in framed walls figured on internal elevations. Mounting heights in concrete precast walls inferred from precast panel schedule.

2. All control gear and power supplies to be solid state. Wound solenoid thermostats, dimmers, transformers etc.

4 wgh 08/02/19 Show existing bracing scheme

3 wgh 24/01/19 Show Away Room Downlights

2 wgh 17/01/19 Label 'Manrose' extractor fan

1 wgh 17/01/19 Change Office to Away Room

0 wgh 17/01/19 Change Water Heater to Electric Califont

Description:

Date:

Amendment by:

Amendment ID:

1. Check all dimensions on site.

2. Do not scale from drawings.

3. © Bill Henderson Architect Ltd. Copyright subsists in this document.

88 Centaurus Road, Huntsbury  
Christchurch 8022  
Ph 0272 0272 19  
e-mail: bill@bha.net.nz  
website: www.bha.net.nz



Bill  
Henderson  
Architect

Project:

Alterations to Existing Garage  
Ms Danielle McRay  
19 Kirrin Lane, West Melton 7618  
Lot 32 DP 443759

Sheet Title:

General Plan  
Ground Altered

Date: 11/03/2019

Scale on A3: 1:100

Scale on A1: 1:50

Job No: 1803

File Name: 1803 R.pln

Designer: wgh

Drawn: wgh

Checked: wgh

Approved: wgh

File Path:

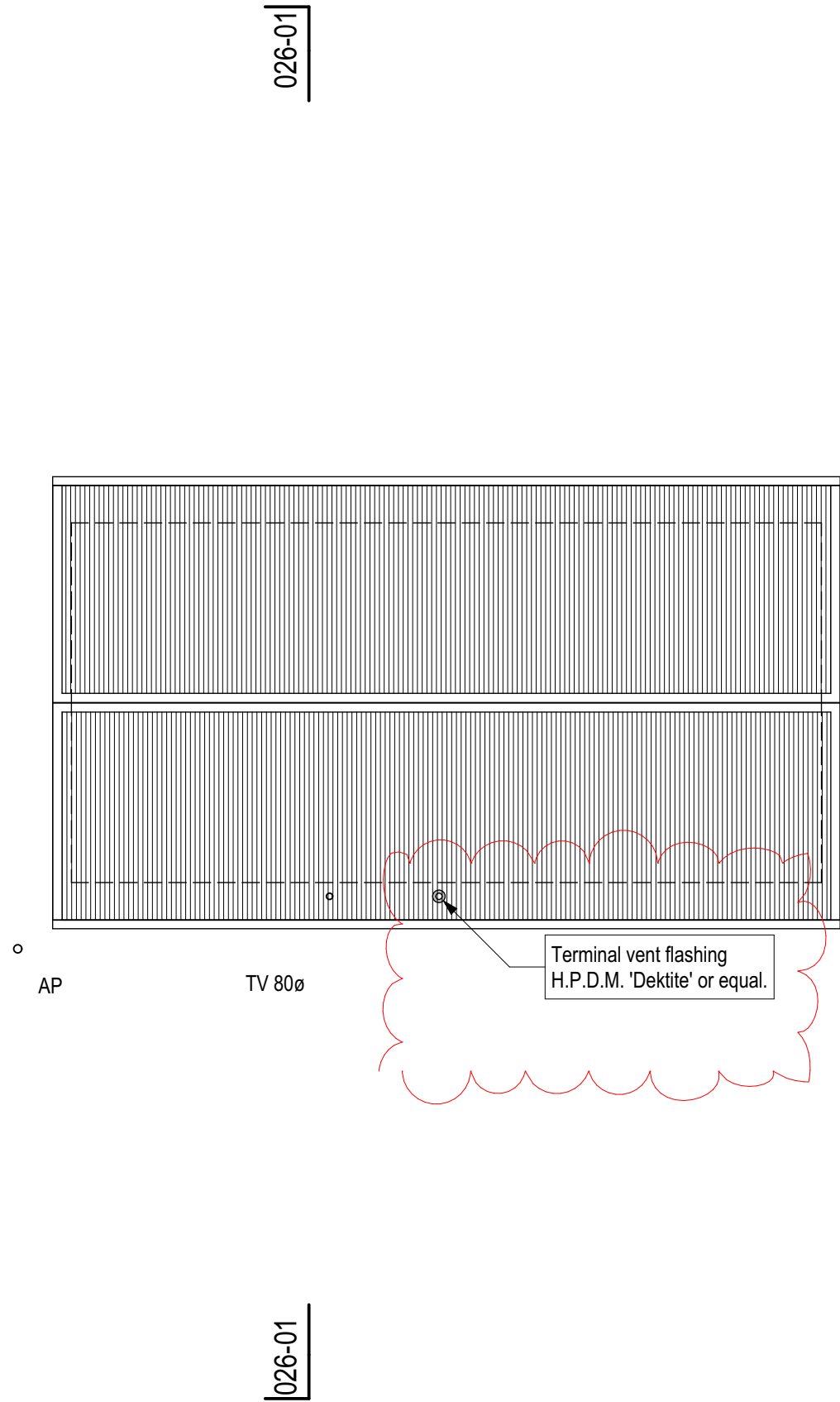
Drawing No:


AR-024-11

Issue:

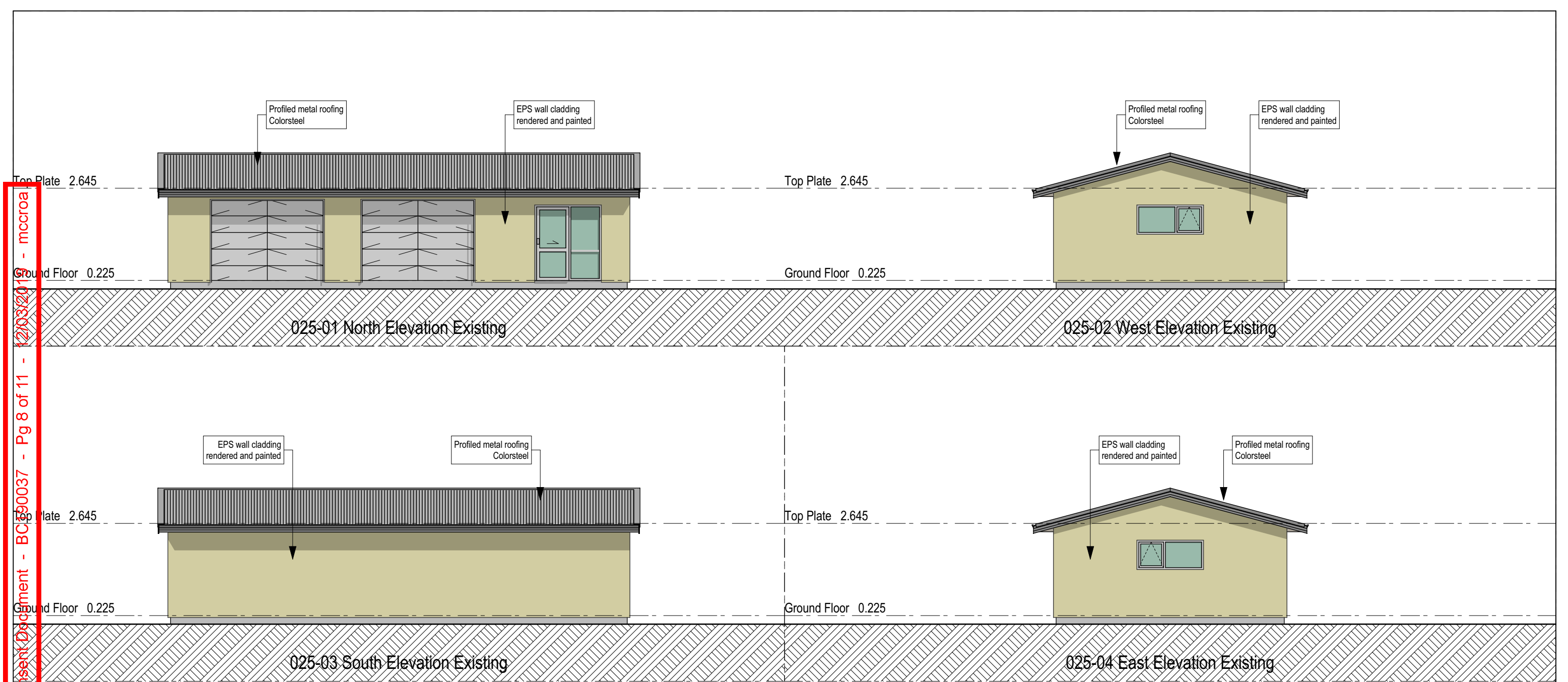
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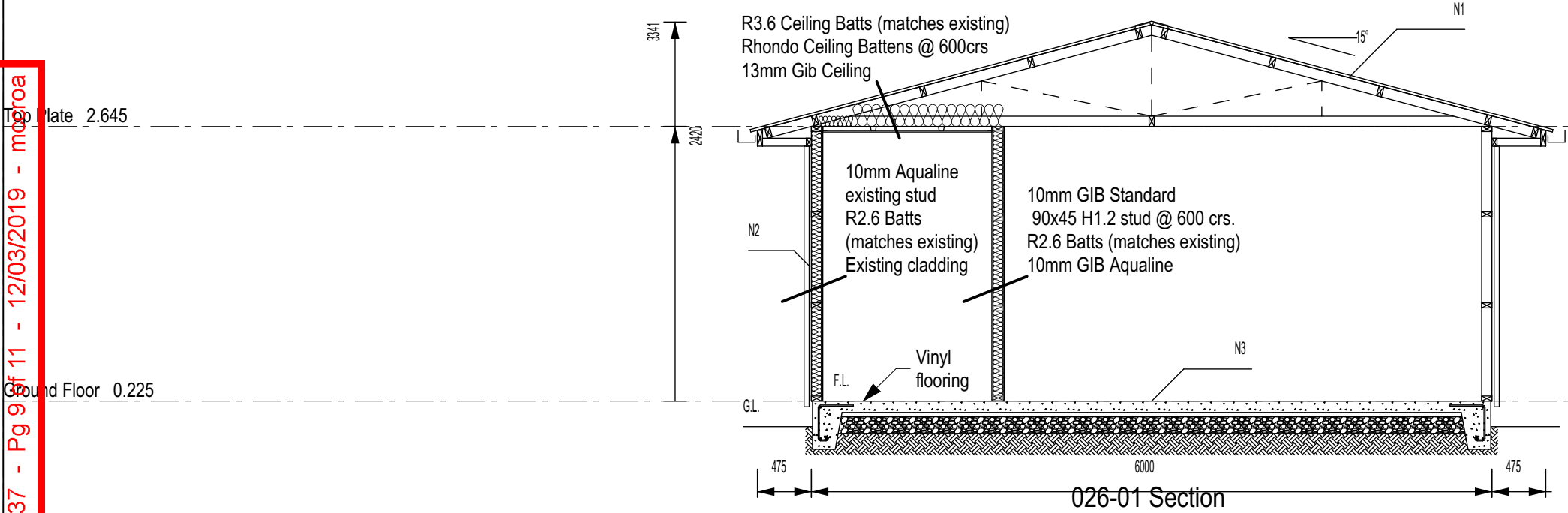
2 wgh 11/02/19 Show TV 80mm with Deklite roof penetration	
Description:	
Date:	1. Check all dimensions on site.
Amendment by:	2. Do not scale from drawings.
Amendment ID:	3. © Bill Henderson Architect Ltd Copyright subsists in this document.
88 Centaurus Road, Huntsbury Christchurch 8022 Ph 0272 0272 19 e-mail: bill@bha.net.nz website: www.bha.net.nz	
 <b>Bill Henderson Architect</b>	
Project: <b>Alterations to Existing Garage</b> <b>Ms Danielle McRay</b> <b>19 Kirrin Lane, West Melton 7618</b> <b>Lot 32 DP 443759</b>	
Sheet Title: <b>General Plan</b> <b>Roof Altered</b>	
Date: 11/03/2019	Designer: wgh
Scale on A3: 1:100	Drawn: wgh
Scale on A1: 1:50	Checked: wgh
Job No: 1803	Approved: wgh
File Name: 1803 R.pln	File Path:
Drawing No: <b>AR-024-12</b>	Issue: <b>2</b>

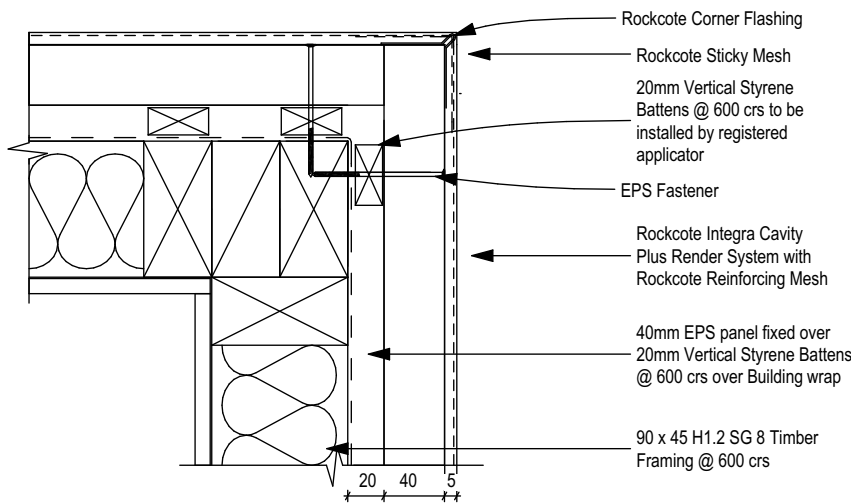




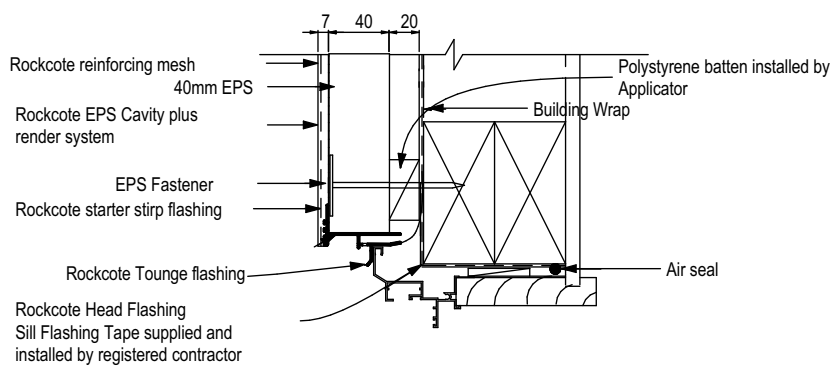
SUPERSEDED by Amendment 1

SDC - Approved Building Consent Document - BC1900037 - Pg 8 of 11 - 12/03/2019 - mccroa

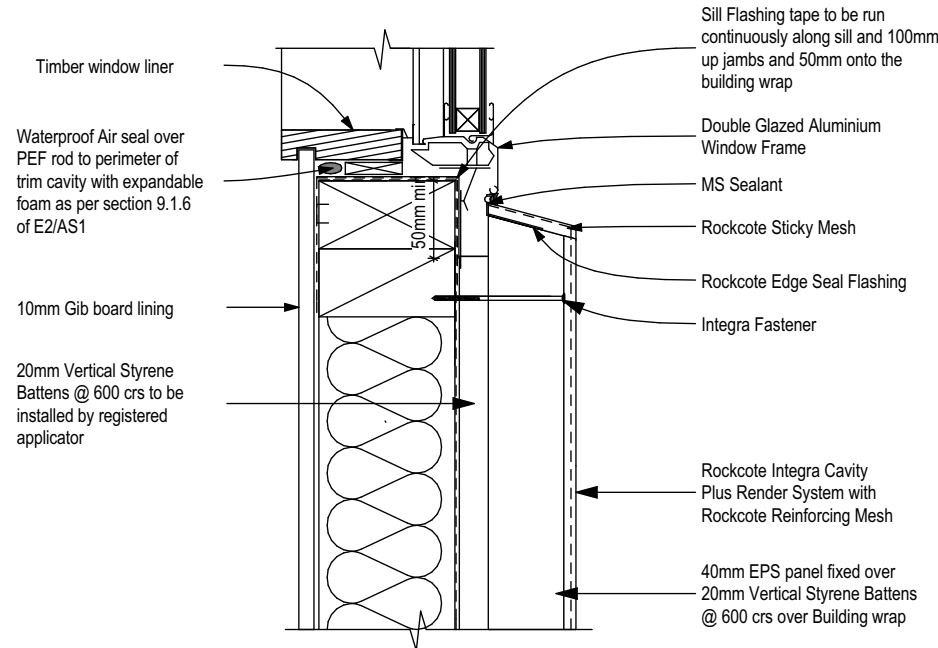




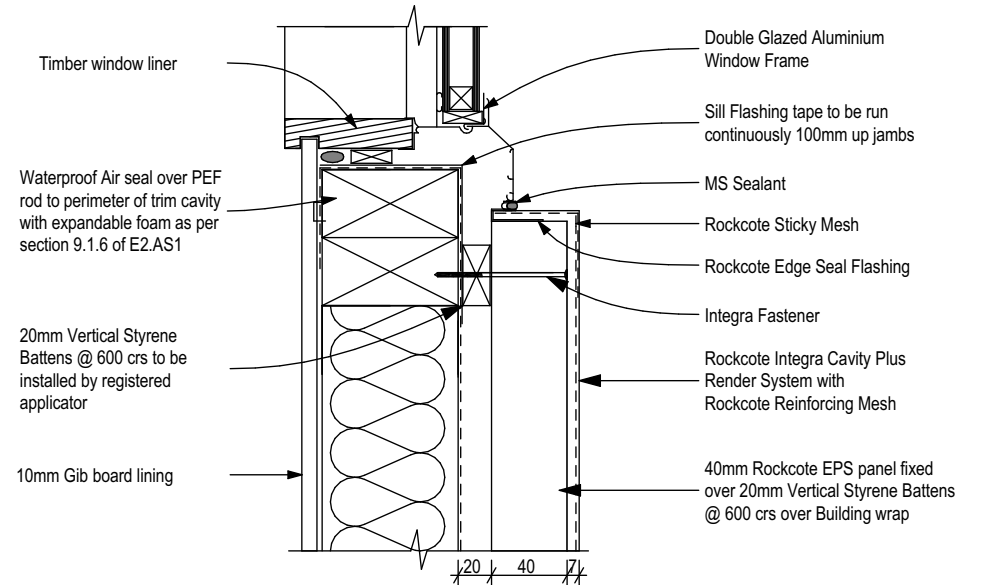
044-01 External Corner Rockcote EPS Cladding  
Scale: 1:5



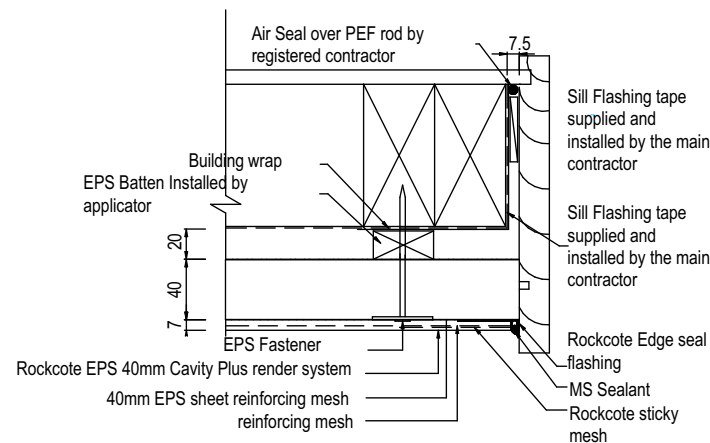
044-04 Window Head Rockcote EPS Cladding  
Scale: 1:5



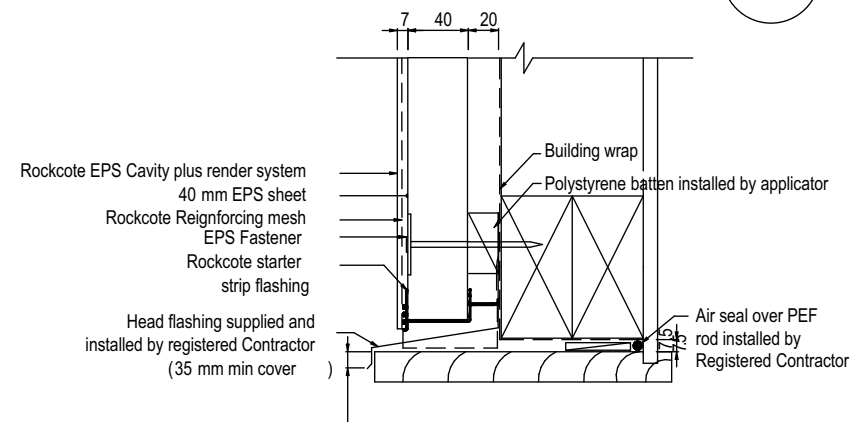
044-02 Window Sill Rockcote EPS Cladding  
Scale: 1:5



044-03 Window Jamb Rockcote EPS Cladding  
Scale: 1:5

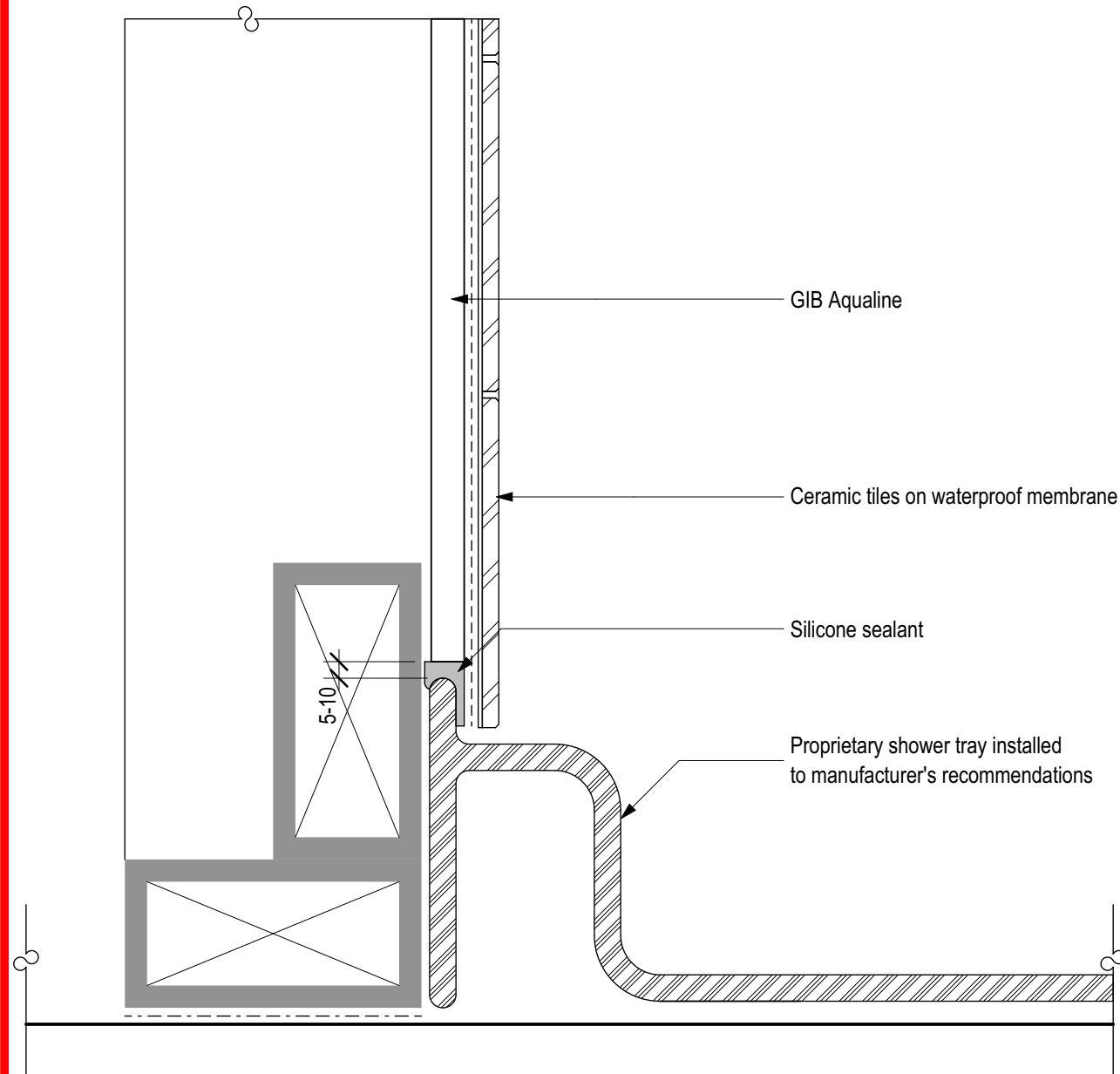


044-05 Garage Door Jamb Rockcote EPS Cladding  
Scale: 1:5



044-06 Garage Door Head Rockcote EPS Cladding  
Scale: 1:5

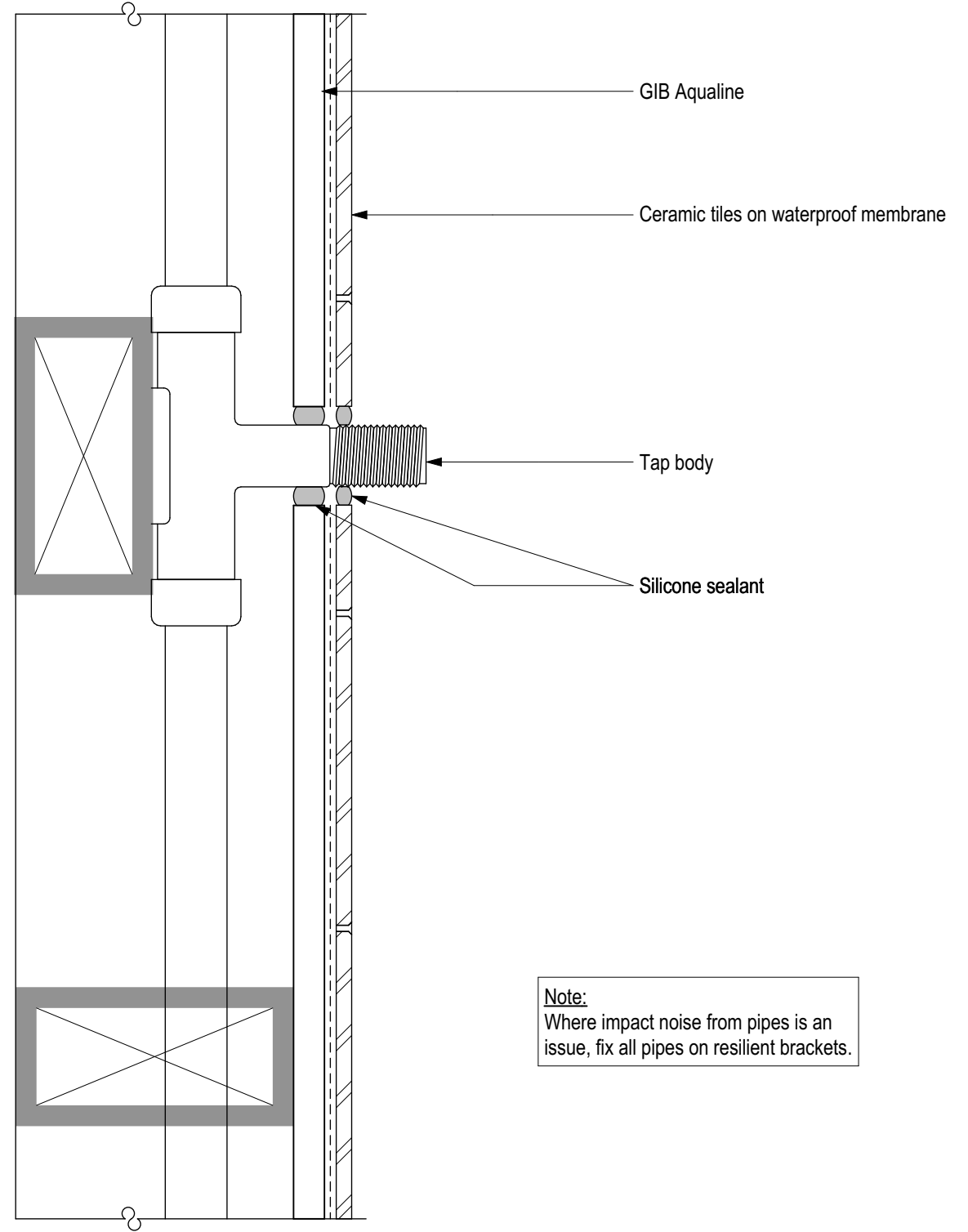
SUPERSEDED by Amendment 1



045-11

Shower Wall/Tray Detail  
Tiled Walls with Acrylic Base

Scale: 1:2



**Note:**  
Where impact noise from pipes is an issue, fix all pipes on resilient brackets.

045-12

Penetration Detail  
Shower - Tiled Walls and Acrylic Base

Scale: 1:2



**Form 5****Building consent - BC190037.A1**

*Section 51, Building Act 2004*

**The building**

Street address of building: 19 Kirrin Lane  
West Melton

Legal description of land where building is located: LOT 32 DP 443759

Building name:

Location of building within site/block number: 19 Kirrin Lane  
West Melton

Level/unit number:

**The owner**

Name of owner: D G J & S M McRae

Contact person: Danielle McRae

Mailing address: 19 Kirrin Lane  
West Melton 7618

Street address/registered office:

Phone number: Landline: Mobile: 0272087043

Daytime: No information provided

After hours: No information provided

Facsimile number:

Email address: dani.mcrae5@gmail.com

Website: No information provided

First point of contact for communications with the building consent authority:

**Building work**

The following building work is authorised by this building consent:

Domestic Garage/Sleep out Alteration

This building consent is issued under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or responsibility under any other Act relating to or affecting the building (or proposed building). This building consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other Act.

**Conditions**

This building consent is subject to the following conditions:

**Section 90 - Inspections by Building Consent Authorities:** (1) Every building consent is subject to the condition that agents authorised by the building consent authority for the purposes of this section are entitled, at all times during normal working hours or while building work is being done, to inspect-

- (a) land on which building work is being or is proposed to be carried out; and
- (b) building work that has been or is being carried out on or off the building site; and
- (c) any building.

(2) The provisions (if any) that are endorsed on a building consent in relation to inspection during the carrying out of building work must be taken to include the provisions of this section.

(3) In this section, inspection means the taking of all reasonable steps to ensure that building work is being carried out in accordance with a building consent.

### **Compliance schedule**

A compliance schedule is not required for the building.

### **Inspections**

The following inspections are required:

- |              |                      |
|--------------|----------------------|
| • Wastepipes | • Framing / Pre-wrap |
| • Preline    | • Internal Membrane  |
| • Drainage   | • Final              |

### **Documents required**

#### **MAIN BUILDING**

##### **Preline**

- G12: Pipework pressure test documentation
- G13: Pressure test verification (PS3), plumber details

##### **Internal Membrane**

- E3: Internal waterproofing membrane product & installer warranties

##### **Drainage**

- G13: As-builts, drainlayer details, pipework test

##### **Final**

- Form 6a - LBP record of building work - Carpentry
- Form 6 - CCC application
- G9: Energy works certificate

Copies of all site reports/records must be provided to the Building Consent Authority as work proceeds for their records. Please forward these to [buildingadmin\\_designndocument@selwyn.govt.nz](mailto:buildingadmin_designndocument@selwyn.govt.nz) referencing the building consent number.

**Attachments**

Copies of the following documents are attached to this building consent:

- Advice notes / Endorsements

Signature: Abbey McCrorie

Position: Building Control Officer

On behalf of: Selwyn District Council

Issue Date: 27 March 2019

## Advice notes / Endorsements

**Electrical Energy Works Certificate** - The Building Consent Authority places full reliance of the issue of energy work certificates to verify that the installation and completion of electrical services comply with the provisions of New Zealand Building Code Clauses G9. Code compliance certificate will not be issued unless the energy works certificates identifies compliance with this specific code clause and confirms compliance with this building consent.

**Pressure Test Certificate** - Upon completion of the building work the plumber shall provide a pressure test certificate to the owner to submit with their documentation for code compliance certificate application.

**Waterproofing System** - The installer of internal waterproofing membrane in all wet areas must ensure that the system is installed strictly in accordance with the manufacturer's specifications and follows installation instructions and system requirements. Membrane must be trafficable at the time of the inspection. A Waterproofing Construction Statement is to be completed and provided to the Building Inspector at the time of the internal membrane inspection.

**Site Safety** - Please ensure all appropriate site safety measures are provided throughout the contract works to comply with NZ Building Code Clause F5 and all occupational safety and health requirements.

**Hazardous Materials** - As with any construction project there is a likelihood that some materials used may potentially emit quantities of gas, liquid, radiation or solid particles i.e. glues, paints, dust or particles from insulation etc. that could be harmful. Please ensure spaces remain well ventilated and clean to mitigate potential build-up or concentration of these.

This building consent will lapse and be of no effect if the building work to which it relates does not commence within 12 months after the date of issue of the building consent.



**Form 7****Code compliance certificate***Section 95, Building Act 2004***The building**

Street address of building: 19 Kirrin Lane, West Melton  
Legal description of land where building is located: LOT 32 DP 443759  
Building name: N/A  
Location of building within site/block number: 19 Kirrin Lane  
West Melton  
Level/unit number: N/A  
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling  
Number of occupants: N/A  
Year first constructed: 2013

**The owner**

Name of owner: D G J & S M McRae  
Contact person: Danielle McRae  
Mailing address: 19 Kirrin Lane , West Melton  
Street address/registered office: N/A  
Phone number: Landline: N/A Mobile: 0272087043  
Daytime: Landline: N/A Mobile: 0272087043  
After hours: Landline: N/A Mobile: 0272087043  
Facsimile number: No information provided  
Email address: dani.mcrae5@gmail.com  
Website: No information provided  
First point of contact for communications with the council/building consent authority:

**Building work**

Building consent number: BC190037  
Description: Domestic Garage/Sleep out Alteration 'Amendment 1-  
Add Window To Bathroom'  
Issued by: Selwyn District Council

**Code compliance**

The building consent authority named below is satisfied, on reasonable grounds, that - the building work complies with the building consent.

Signature: Carl Petersen

Position: Building Control Officer

On behalf of: Selwyn District Council

Date: 26 June 2019



**Property Disclosures**

Additional Notes: (if required)





# 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](https://rea.govt.nz) and [settled.govt.nz](https://settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://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](https://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

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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](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://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](http://settled.govt.nz) or email [info@settled.govt.nz](mailto: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](https://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](https://rea.govt.nz), call us on **0800 367 7322** or email us at [info@rea.govt.nz](mailto:info@rea.govt.nz)



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



## INTRODUCING

# TANYA MARILLIER

Having firmly established herself as a trusted local expert in Selwyn's real estate market, Tanya understands that buying or selling a home isn't just a transaction—it's a journey. With eight years of experience and over \$100 million in real estate sales, she brings passion, expertise, and meticulous attention to detail to every client and customer she works with.

Tanya's top priority is always her clients. She takes the time to listen, understand their needs, and tailor her approach to ensure the best possible outcome. "One-size-fits-all" Real Estate is not an ethos she believes in.

Her goal is to make the process smooth, stress-free, and even enjoyable. What truly sets Tanya apart is her commitment to delivering exceptional service beyond just the sale.

In a fast-paced and ever-changing property market, Tanya stays ahead by continuously refining her strategies and adapting to new challenges. She leverages cutting-edge tools, market insights, and innovative techniques to give her clients a competitive edge.

Before real estate, Tanya spent over 16 years excelling in corporate finance, administration, and office management. Her strong organizational skills, attention to detail, and client-focused mindset have been key to her continued success—just ask her happy clients.



SCAN TO REQUEST  
A MARKET PRICE  
UPDATE



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.

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