

# PROPERTY INFORMATION

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+ S

**AMY + SHAR**  
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# STATEMENT OF PASSING OVER

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To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.

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

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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **848205**

**Land Registration District** **Canterbury**

**Date Issued** 05 November 2018

**Prior References**

355090

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**Estate** Fee Simple

**Area** 1.0001 hectares more or less

**Legal Description** Lot 4 Deposited Plan 526197

**Registered Owners**

Bella Kathleen Hand and Jason William Hand

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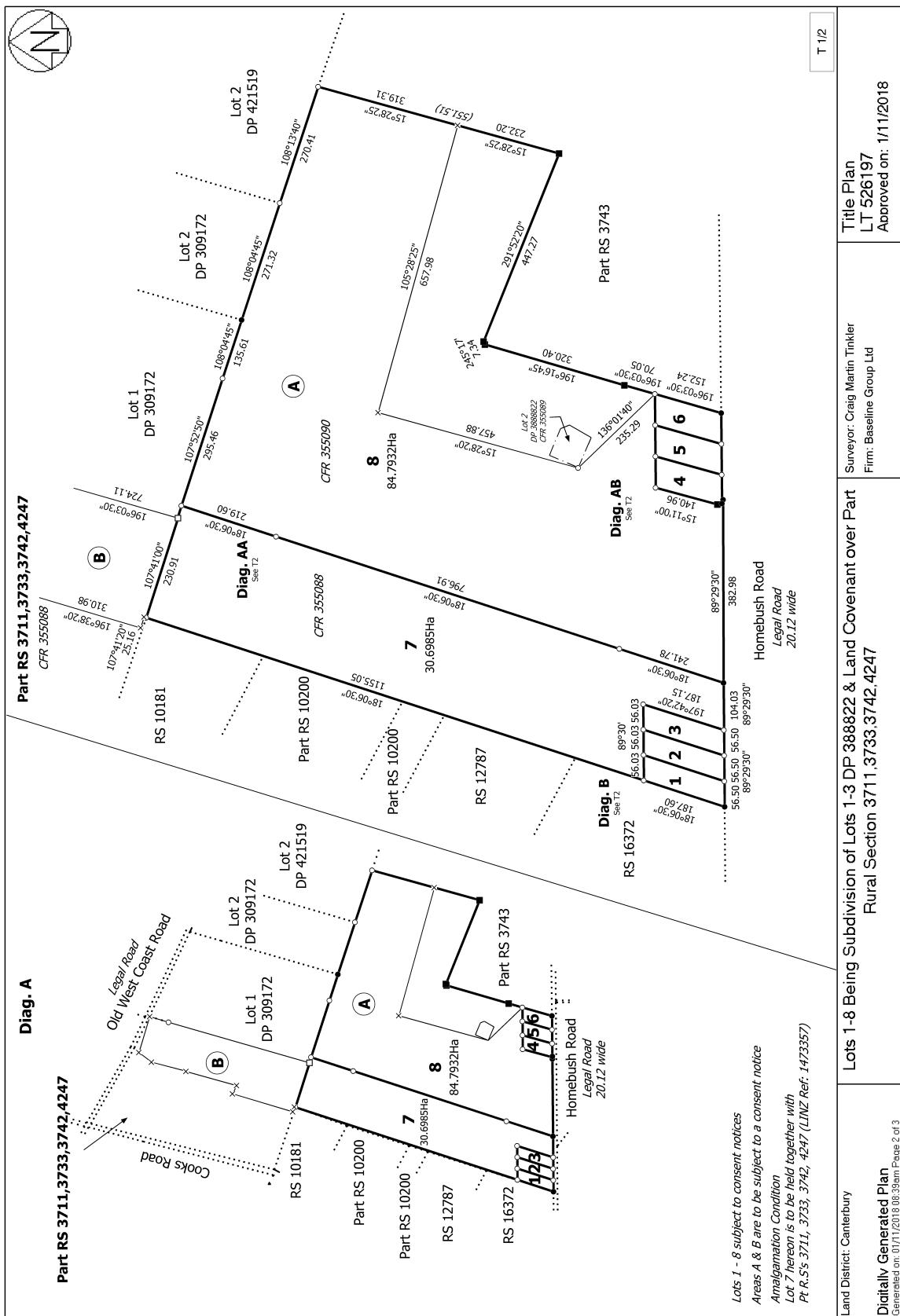
**Interests**

11274856.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 5.11.2018 at 11:05 am

Land Covenant in Covenant Instrument 11437105.1 - 18.6.2019 at 4:29 pm

Appurtenant hereto is a right to convey water created by Easement Instrument 12237239.2 - 22.6.2022 at 11:22 am

11982482.4 Mortgage to Kiwibank Limited - 9.8.2022 at 3:51 pm



# View Instrument Details



**Instrument No** 11274856.6  
**Status** Registered  
**Date & Time Lodged** 05 November 2018 11:05  
**Lodged By** Gray, Richard Crockford  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



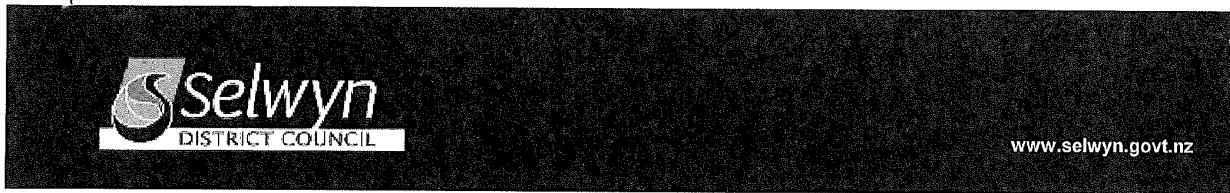
Affected Computer Registers	Land District
848202	Canterbury
848203	Canterbury
848204	Canterbury
848205	Canterbury
848206	Canterbury
848207	Canterbury
849058	Canterbury
849059	Canterbury

**Annexure Schedule:** Contains 1 Page.

## Signature

Signed by Richard Crockford Gray as Territorial Authority Representative on 03/11/2018 02:16 PM

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



IN THE MATTER of the Resource Management  
Act 1991  
AND  
IN THE MATTER of Resource Consent 175463

**CONSENT NOTICE PURSUANT TO SECTION 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

*"All land use activities, including the construction of new buildings/structures, earthworks, fences, any operation of mobile plant and/or persons working near exposed line parts shall comply with the New Zealand Electrical Code of Practice for Electrical Safe Distances (NZEC34:2001) or any subsequent revision of the code.*

*No habitable buildings shall be located within 10 metres of the centreline of the HOR-ISL E (Hororata-Islington E) National Grid Transmission Line.*

*No buildings or structures shall be located within 12 metres from any outer visible edge of the foundation of any National Grid Transmission support structure; except for non-conductive fencing, which can be located five metres from any outer visible edge of the support structure foundation."*

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

**DESCRIPTION OF LAND**

All those pieces of land being Lots 1 – 8 DP 526197 held in Computer Freehold Registers 848202 – 848207, 849058 & 849059

DATED this 30th day of July 2018

SIGNED for and on behalf of  
THE SELWYN DISTRICT COUNCIL

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

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

# View Instrument Details



**Instrument No** 11437105.1  
**Status** Registered  
**Date & Time Lodged** 18 June 2019 16:29  
**Lodged By** Gray, Richard Crockford  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
848202	Canterbury
848203	Canterbury
848204	Canterbury
848205	Canterbury
848206	Canterbury
848207	Canterbury
849058	Canterbury
849059	Canterbury

**Annexure Schedule:** Contains 7 Pages.

## Covenantor Certifications

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

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

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

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

### Signature

Signed by Richard Crockford Gray as Covenantor Representative on 11/06/2019 11:31 AM

## Covenantee Certifications

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

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

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

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

### Signature

Signed by Richard Crockford Gray as Covenantee Representative on 11/06/2019 11:31 AM

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

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

**Form 26**

**Covenant Instrument to note land covenant**

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

**Covenantor**

**James Murray ROBERTSON, Maureen Ruth ROBERTSON and Craig Michael ROBERTSON**

**Covenantee**

**James Murray ROBERTSON, Maureen Ruth ROBERTSON and Craig Michael ROBERTSON**

**Grant of Covenant**

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenant as set out in the attached Annexure Schedules	DP 526197	Lots 1 to 6 (inclusive) on DP 526197 - RTs 848202, 848203, 848204, 848205, 848206 and 848207 respectively	Lots 1 to 8 (inclusive) on DP 526197 - RTs 848202, 848203, 848204, 848205, 848206, 848207, 849058 and 849059 respectively

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

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

*Continue in additional Annexure Schedule if required.*

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

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

[Annexure Schedule 2 ].

**Form L****Annexure Schedule**

Page 2 of 7 pages

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required***"ANNEXURE SCHEDULE 2"****1. Land covenants ("covenants")**

1.1 The Grantor and the Grantee wish to protect the visual concept and integrated appearance of Lot numbers 1 to 6 (inclusive) on Deposited Plan 526197. To achieve this the Grantor hereby covenants with the Grantee as set out below and hereby requests that such covenants be noted against all the Titles having the benefit (Lots 1 to 8 (inclusive) on Deposited Plan 526197) of the covenants.

1.2 These restrictive covenants shall:

- (a) run with each of the Lots 1 to 6 (inclusive) on Deposited Plan 526197 and;
- (b) be for the benefit of and appurtenant to all Lots on Deposited Plan 526197 and;
- (c) the building covenants contained in clauses 4.2.1 to 4.2.4 shall run for a period of 10 years from the date of registration of this instrument. All other land covenants contained in this instrument shall apply in perpetuity.

**2. Interpretation**

2.1 For the purposes of these covenants:

- (a) "Allow" includes to do, facilitate, permit and suffer.
- (b) "Building" includes all structures and construction including (but not limited to) dwelling-houses, flats, units, garages, glasshouses, ancillary buildings and sheds and improvements thereto.
- (c) "Erect" and "Erection" includes to install, construct, relocate or place on the Land, Lot or in any Building and also includes "allow to erect".
- (d) "Land" and "Lot" means Lots 1 to 6 (inclusive) on Deposited Plan 526197 having the benefit and burden of these covenants.
- (e) "Landscape Features" includes all fences, walls, windbreaks, washing lines, letter boxes, satellite dishes, street and/or house numbering and the design of that lettering and numbering, curves, footpaths, road frontages, driveways, driveway crossings, entrance ways and concrete areas.
- (f) "Grantee" means James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson.
- (g) "Grantor" includes the builder, building company or partnership or registered owner for the time being of the Land.
- (h) "Development" means all the land in Deposited Plan 526197.
- (i) The headings used in this document are for convenience only and do not form part of the covenants nor are they to be used in interpretation of the covenants..

cont.

**Form L**  
**Annexure Schedule**

Page 3 of 7 pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

**"ANNEXURE SCHEDULE 2"****3. Approvals**

3.1 All approvals or consents required by these Covenants shall be sought by the Grantor from the Grantee (or its appointed agent) and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the Land; and
- (b) given or refused in the sole, absolute and unfettered discretion of the Grantee. In particular, the Grantee reserves the right to approve requests for one party in respect of a particular Lot without creating any form of precedent or obligation for another party, and may refuse an identical request from the same or another party in respect of a different Lot without having to give reasons.

3.2 When the Grantee exercises its discretion (as referred to in clause 3.1 above) they may also take into account their own assessment of the effects on any Land, and/or Building, or the visual concept or integrated appearance of all or any of Lots 1 to 6 (inclusive) on Deposited Plan 526197.

3.3 Without limiting their discretion, the Grantee may refuse to approve some dwelling or alteration plans or landscape designs and plants if such could, in their sole opinion, have a shade or other detrimental or negative affect on other Buildings or other Land in the development, now or at a later date.

3.4 The Grantee shall have the absolute right to assign or delegate to any agent appointed by the Grantee the right to grant approvals or consents required by these Covenants.

3.5 The address of the Grantee James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson (or their agent) for approvals is currently:  
*2497 Old West Coast Road, R.D. 1, Christchurch 7671.*

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

**4. Covenants****Building Plans**

4.1 The Grantor shall not begin construction of a building without first receiving the written approval of the Grantee of the plans and specifications for that Building.

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

- 4.2.1 Erect on the Land any relocated Building, or any Building or Landscape Feature other than one constructed on site from new, unused materials (except brick).
- 4.2.2 Leave the outside of any Landscape Feature or Building unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

cont.

## Form L

## Annexure Schedule

Page 4 of 7 pages

Insert instrument type

## Land Covenant

Continue in additional Annexure Schedule, if required

**"ANNEXURE SCHEDULE 2"**

4.2.3 In respect of Lots 1 to 6 (inclusive) on Deposited Plan 526197 erect or place, or permit to be placed on the Land, any Building (which is to be used as a residence) on any Lot which has a floor area of less than **185 square metres**, including a garage under one roof.

4.2.4 Erect on Lots 1 to 6 (inclusive) on Deposited Plan 526197 more than one Building to be a residence ensuring that the construction and design of any outbuildings (including garages) erected on the Land are similar to, or harmonious with the design and construction of the dwelling on the Land unless the outbuilding is less than 4 square metres in area.

4.2.5 Land Use  
Allow the use of Lots 1 to 6 (inclusive) on Deposited Plan 526197 for any purpose not conducive to a residential/rural environment, which includes by way of example, meetings of any club or society and use by groups for model aircraft, boats or cars.

4.2.6 Allow the use of Lots 1 to 6 (inclusive) on Deposited Plan 526197 for the purposes of wrecking or dismantling any motor vehicle or building or to allow the storage of any material derived from the dismantling of any motor vehicle or building or use any part of any Lot as a junkyard, metal or scrap metal yard.

4.2.7 Allow the use of Lots 1 to 6 (inclusive) on Deposited Plan 526197 for institutional purposes or as any form of hostel, lodge or boarding house. This clause however shall not prevent any Lot being used for home-based employment (including home stays) provided that all such use complies with the relevant district plan.

4.2.8 Allow the Land to be used for any form of residential purposes either by the erection of temporary Buildings or by the placement of caravans and/or vehicles able to be used for human habitation

4.2.9 Allow any Building on the Land to be occupied as a residence in any way until (with respect to all Buildings and Landscape Features on that same Lot):  
(i) The Building Code Compliance Certificate(s) has been issued by the Selwyn District Council; and  
(ii) The Buildings have been completed in accordance with all the terms of these Covenants; and  
(iii) All exterior work and decoration to the Buildings, as approved, are completed.  
The Grantor hereby covenants to complete all driveways, paths, fences and other Landscape Features in accordance with these Covenants and grass and/or landscape all unpaved areas according to the approved plans within 6 calendar months of occupation as a residence.

4.2.10 Allow any intensive animal factory farming activities on Lots 1 to 6 (inclusive) on Deposited Plan 526197, nor the keeping of pigeons on any Lot.

4.2.11 Allow any ham radio or similar aerial satellite dish (other than a standard sky satellite dish), wind turbines, garden statues, fountains, flags or flag poles or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be visible by any other occupier of Lots 1 to 8 (inclusive) on Deposited Plan 526197.

4.2.12 Allow shipping containers or any other similar storage unit on any Lot unless freshly painted and landscaped.

cont.

**Form L****Annexure Schedule**

Page 5 of 7 pages

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required***"ANNEXURE SCHEDULE 2"**

- 4.2.13 Allow use of any part of Lots 1 to 6 (inclusive) on Deposited Plan 526197 as a transport and/or contractors depot or yard providing that a sole contractor or Transporter may store that person's machinery or vehicle on the Lot as long as that person's machinery or vehicle is kept under permanently erected cover and is screened from the road.
- 4.2.14 Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building which is or is likely to cause a nuisance or annoyance to other occupiers of Lots 1 to 8 (inclusive) on Deposited Plan 526197 or to detract from the development as a whole. In particular without otherwise limiting this restriction not to allow on or about the Land any dog which in whole or in part, resembles or appears to resemble the Pitt Bull Terrier, Rottweiler, or Doberman Pinscher, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila breeds.
- 4.2.15 Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious material on the Land that is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers Lots 1 to 8 (inclusive) on Deposited Plan 526197.
- 4.2.16 Allow rubbish or waste materials to accumulate on the Land, or allow it to become untidy or unsightly.
- 4.2.17 Park any caravan, motorhome or house bus, at front of property where it is entirely visible from the road frontage.

4.3 Vegetation

- 4.3.1 The Grantor shall keep and maintain the Land in a neat and tidy condition at all times prior to the start of building on the land. During the building process all rubbish must be securely contained, and all foundation excavations must be removed from the Lot. The building site must be kept in a tidy state at all times.

4.4 Frontage

The Grantor shall keep and maintain the road frontage of the Land (including Landscaping) in a neat and tidy condition. "Frontage" means any boundary shared with the road or right of way (as the case may be).

**5. Fencing covenant.**

- 5.1 Lots 1 to 6 (inclusive) on Deposited Plan 526197 shall be bound by a fencing covenant as such term is defined in Section 2 of the Fencing Act 1978. The Grantee shall not be called upon to erect or contribute to the cost of replacement or repair of any dividing or boundary fence between the Grantor's Lot and any contiguous land of the Grantee.
- 5.2 The Fencing covenant specified in clause 5.1 will expire in accordance with section 6 of the Fencing Act 1978.

cont.

**Form L**  
**Annexure Schedule**

Page 6 of 7 pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

**"ANNEXURE SCHEDULE 2"****6. Enforcement**

6.1 If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall at their cost, (with respect to each individual breach):

- (a) Upon written notice being given by the Grantee or their agent (or by any other registered proprietor of Land within the development) to the party in breach pay to each such notice giver agreed liquidated damages in the sum of ONE HUNDRED DOLLARS (\$100.00) per day for everyday that such breach or non-observance continues after the date 20 working days after the date upon which each written notice has been given; and
- (b) Forthwith upon receipt of such notice to remove or cause to be removed from the Land any Building, planting, Landscape Feature or other item erected on the Land in breach, or in non observance of the forgoing covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the forgoing Covenants with the approved materials; and
- (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

6.2 The Grantor agrees that the Grantee does not have any responsibility or liability for the enforcement, and enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of their discretion with respect to consents, approvals or disapprovals or matters referred to in these Covenants, the Grantee does not undertake to enforce or monitor compliance of these Covenants. The Grantee shall not be liable to the Grantor or any successor in Title of the Grantor for any breach of any of the covenants by any of the registered owners for the time being of any of the Lots having the burden of the covenants and the Grantor also agrees to keep the Grantee indemnified, free and harmless from any claim, liability, loss, costs or action arising against them or their agents in this regard.

**7. Dispute Resolution**

7.1 Except as relates to the exercise of any discretion, opinion or consent requested of the Grantee under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the covenants above, then the party shall enter into negotiations in good faith to resolve their dispute.

7.2 If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

cont.

**Form L**

**Annexure Schedule**

Page 7 of 7 pages

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

**"ANNEXURE SCHEDULE 2"**

- 7.3 If an arbitrator cannot be agreed upon within a further ten (10) days then an independent arbitrator will be appointed by the President for time being of the Canterbury District Law Society at the request of either party.
- 7.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.
8. The Grantor and any future registered proprietors of the Land will be liable to observe and perform the Land Covenants only while they are registered as proprietors of the property. A transfer of the property by them will not however relieve them from any liability which has arisen before the date of the transfer.
9. The restrictions shall be for the benefit of Lots 1 to 8 (inclusive) on Deposited Plan 526197 (Canterbury Land Registration District). The Lots shall not include any roads, reserves, utility Lots or common access way/s.

# View Instrument Details



Instrument No 12237239.2  
Status Registered  
Date & Time Lodged 22 June 2022 11:22  
Lodged By Heenan, Kieran Patrick  
Instrument Type Easement Instrument



Affected Records of Title	Land District
848205	Canterbury
849059	Canterbury

Annexure Schedule Contains 2 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 6184536.7 has consented to this transaction and I hold that consent

## Signature

Signed by Kieran Patrick Heenan as Grantor Representative on 22/06/2022 11:20 AM

## 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 Kieran Patrick Heenan as Grantee Representative on 22/06/2022 11:20 AM

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

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

**Form 22**

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

(Section 109 Land Transfer Act 2017)

**Grantor**

James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson

**Grantee**

James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson

**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 to Convey Water	G on DP 535874	Lot 8 DP 526197 RT 849059	Lot 4 DP 526197 RT 848205

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

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

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

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

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

**[the provisions set out in Annexure Schedule 2 ]**

**Form L**  
**Annexure Schedule**

Page 2 of 2 pages

Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 2**

Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications must prevail.

**Right to Convey Water**

1. This right shall be subject to each registered owner drawing and taking water from the water bore situated on Lot 8 Deposited Plan 526197 and shown marked "G" on Deposited Plan 535874 complying with any relevant statutory provisions and requirements and the terms of the Canterbury Regional Council Resource Consent Permit/s. In particular, no registered owner shall cause the limits set out in any Resource Consent Permit/s to be exceeded. In the event that any registered owner breaches the terms of any Resource Consent Permit/s, that registered owner will indemnify the other remaining registered owner for any losses incurred as a consequence of that breach.
2. The registered owners and their respective successors in title acknowledge and agree that each registered owner drawing and taking water from the water bore shall (at their own respective cost) install and maintain a meter to measure the amount of water they draw from the water bore and shall keep full and accurate records of the amount of all water drawn. The registered owners of Lots 4 and 8 on Deposited Plan 526197 shall have the right to inspect the meter and records at any reasonable time. Any calculations, assessments, amounts, levies or payments required in accordance with the terms of this easement shall be based upon and relate to the amount of water that each Lot draws from the water bore.
3. The costs and charges for supplying the necessary power and pumping equipment and maintaining, repairing or replacing any pumphouse, pump and associated pumping facilities, equipment and any running costs, maintenance, repair or replacing of the water bore and easement facility for the supply of water shall be borne by the registered owners for the time being of Lots 4 and 8 on Deposited Plan 526197 in shares according to use, calculated as set out in Clause 2 above.
4. All works carried out pursuant to the water bore and easement facility shall be carried out as expeditiously as possible and with as little disturbance to the surface of the relevant Burdened Land as possible and immediately upon completion of any such work the surface of the relevant Burdened Land shall be restored as nearly as possible to its original condition.
5. No registered owner shall interfere with the rights of the other registered owner accessing water from the water bore or to damage or interfere with any pipes conveying water to the Lots.

# Land Information Memorandum      L260127

## Application

A + S Real Estate Limited  
A + S Real Estate Limited  
41E South terrace  
Darfield 7510

**No.** L260127  
**Application date** 21/01/2026  
**Issue date** 29/01/2026  
**Phone** 02040801668

## Property

<b>Valuation No.</b>	2419009804
<b>Location</b>	536 Homebush Road
<b>Legal Description</b>	LOT 4 DP 526197
<b>Owner</b>	Hand Bella Kathleen and Hand Jason William
<b>Area (hectares)</b>	1.0001

## Rates

### Rateable Value

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

<b>Revaluation Year</b>	2024
<b>Land</b>	\$ 400,000
<b>Capital Value</b>	\$ 1,140,000
<b>Improvements</b>	\$ 740,000

### Current Rates Year 2025 to 2026

<b>Annual Rates</b>	\$ 3,399.30
<b>Current Instalment</b>	\$ 849.85
<b>Current Year - Outstanding Rates</b>	\$ 849.85
<b>Arrears for Previous Years</b>	\$ 0.00
<b>Next Instalment Due</b>	15/03/26

Next Revaluation Due 2027.

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

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

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

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

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

## Planning/Resource Management

## Partially Operative District Plan: GRUZ

## **Operative District Plan Zoning: Rural Outer Plains**

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

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

22/08/17 Resource Consent 175463

To Subdivide Creating 8 Lots. 6 Undersized Lots With An Open Space Covenant. See L/U 175464.

Section 224 Issued 27/09/18

Granted By Local Authority Officer 22/02/18

## Planning Notes

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

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special

feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

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

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

SCA-RD2

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

## Building

12/04/22 Building Consent 212867  
4 Bedroom Domestic Dwelling With Attached Garage  
Code Compliance Certificate Issued 07/07/2023

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

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

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

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

## Schedule 1 Exempt Building Work

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

## Services

### Water

Council water scheme is not available.

Own potable water supply required.

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

### Sewer

Council sewer scheme is not available.

On-site sewage treatment and disposal.

The property is not serviced through Council sewer network. Any onsite wastewater treatment or changes to it will require Environment Canterbury consent.

If there is an existing domestic onsite wastewater treatment system on this property, the owner is responsible for ensuring regular maintenance and servicing is carried to ensure it continues to function satisfactorily.

Any new or replacement of domestic onsite wastewater treatment system will need to meet the requirements of Rule 5.8 of the Canterbury Land and Water Regional Plan to be considered a permitted activity and will require a building consent from Selwyn District Council prior to installation.

Any property with onsite sewage treatment and disposal, animal effluent disposal or water extraction for irrigation may have or require consent from Environment Canterbury and may require consent from the surrounding properties for a variety of discharges. This could have an adverse effect on the neighbouring property in relation to odour, potable water supply quality, or be of a general nuisance factor.

Information regarding what consents have been granted for this or surrounding properties can be obtained by contacting the issuing authority Environment Canterbury.

Land used to dispose of waste or to spread effluent or treated sewage, may be contaminated due to the concentrations or mix of material deposited onto the land over time. If any soil tests have been carried out, please forward a copy to the Council in order for the records to be updated.

For those properties not connected to a Council reticulated sewer system, it is important that the effluent system is regularly checked and maintained. You should also be aware of the limits on what can and should not be disposed of through these systems. Any concerns should be referred to an organization that carries out checks and maintenance or to the product manufacturers.

## Stormwater

Stormwater to soakhole

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

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

**Copy of drainage plan attached.**

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

## Kerbside Waste Collections

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

### [Selwyn District Council - Collection Days & Routes](#)

If your address shows “no results found”, this means

- your property is not serviced directly by kerbside collections, OR
- you have a new property and either:
  - o you have requested for your property to be added to the route and it is in the process of being added, OR
  - o you have not yet requested for your property to be added to the route, OR

Please contact Council for further detail.

## Land and Building Classifications

### Energy Infrastructure and Transport

None known

### Culture and Heritage

None known

### Natural Environment

None known

### District-wide matters

None known

### Area-specific matters

None known

### Land Notes

Land Notes: This property is located within the command area of the Central Plains Water Enhancement Scheme in accordance with resource consents issued by Canterbury Regional Council and to Central Plains Water Trust. With the resource consents, Central Plains Water Limited has the ability to convey and apply irrigation water to land within the command area, subject to obtaining approval from the owners of the land. Central Plains Water Trust also holds several consents issued by Selwyn District Council for the construction, operation, and maintenance of the distribution network for the Central Plains Water Enhancement Scheme. This property is directly affected by a consented distribution network which passes through the property. If the consented distribution network is not utilised, this property may be directly affected by a separate global resource consent (RC15573), which enables the distribution network to be constructed, operated and maintained anywhere within the command area (certain exclusions). Based on either of the above consents, the distribution network infrastructure may run through this property. However, this cannot occur unless agreement is provided from the landowner or Central Plains Water Limited exercises its powers of compulsory acquisition as a requiring authority under the Resource Management Act 1991.

Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.

Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

## **Listed Land Use Register (LLUR):**

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

## **Residential Swimming Pool**

No pool registered to this property.

## **Land Transport Requirement**

Homebush Road is a formed and unsealed local road maintained by Selwyn District Council.

## **Natural Hazards**

This section sets out information that the Council holds relating to natural hazards, such as earthquake, tsunami, erosion, landslip, liquefaction/sedimentation and subsidence, wind and snow, or flooding/inundation.

Climate change is causing natural hazards to become more severe, occur more often, and affect a wider range of areas.

If the Property is identified below as being subject to a natural hazard, it may have been issued a building consent with a waiver or modification of the Building Code to confirm that building work will accelerate, worsen, or result in a natural hazard on the land on which the building work is to be carried out or any other property. If a waiver or modification has been issued, this will be noted in the Building section of the LIM above.

You can obtain further information about natural hazard matters from:

- The District Plan Natural Hazard chapter: [District Plan - Partially Operative Selwyn District Plan \(Appeals Version\)](#)
- [Selwyn District Council Natural Hazard Map](#) – use this map to view any of the natural hazards identified below that impact this Property or in the vicinity of the Property
- Our Duty Planner service at [planning.technical@selwyn.govt.nz](mailto:planning.technical@selwyn.govt.nz), or call 0800 SELWYN (735 996).

## **Earthquake**

### **Earthquake Prone Buildings**

If this Property has an Earthquake Prone Building, this will be noted in the Building section of this LIM under "Earthquake Prone Buildings".

## Erosion

### District Plan information relating to erosion

None known

## Landslip and Rockfall

### Regional mapping of landslides / rock avalanches

An earthquake hazard assessment for infrastructure commissioned by Environment Canterbury in 2006 included a regional-scale map of earthquake-induced landslide susceptibility and locations of known rock avalanches. Further information can be found in the technical report: [Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment](#), Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. The scope of this report is the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District.

Climate change may cause increased rain and storm intensity and frequency, and vegetation changes. These impacts of climate change may reduce the Property's resilience and exacerbate the landslip and rockfall hazard.

## Liquefaction and Subsidence

### Liquefaction / Geotechnical risk

The Property is within an area where liquefaction damage is possible in future earthquakes. The Selwyn District Council has mapped areas where a liquefaction assessment is required, and other areas where a liquefaction assessment is only needed for certain activities. [View Selwyn District Council's maps](#). [View Selwyn District Plan rules relating to liquefaction / geotechnical planning requirements](#). Environment Canterbury has separately identified additional areas where liquefaction is possible. [View Environment Canterbury's map showing areas where liquefaction is possible](#). Further information about liquefaction generally can be found in the following technical reports:

- [Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts](#), Environment Canterbury, December 2012. This report covers the Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.
- [Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment](#), Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. This report covers the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District and for use in infrastructure and emergency management planning.

Climate change may cause changes in groundwater and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate the impacts of the liquefaction and subsidence hazard.

As part of any building consent application, you may need a site-specific assessment or site subsoil investigation to establish the level of susceptibility to liquefaction or to confirm that 'good ground' can be achieved for any building work. The scope and testing of any site-specific assessment must be carried out by a CPEng Geotechnical engineer. The ground bearing capacity in this area may not achieve the requirements of the NZ Building Code Clause B1, and specific design may be required. The definition of 'good ground' can be found in the Definitions section of the [NZ Building Code Handbook](#), and appropriate test methods are detailed in either NZS3604, or NZBC B1/VM4.

### Previous Reports

The Council holds the following geotechnical report(s) from previous consent processes. The reports may be specific to this Property, or if this Property was created through subdivision, the reports may relate to the subdivision as a whole. You can access these reports by making a [Property File request](#) from the Council:

- Geotechnical Report, Engco Consulting Engineers commissioned by M Glynn 19 March 2021. This report affects only 1 property. Purpose of the report: building consent.

Areas where there was evidence of liquefaction were mapped following the 2010/11 Canterbury earthquakes by Tonkin & Taylor for the Earthquake Commission (urban areas) and by a group of researchers for Environment Canterbury (rural, commercial and industrial areas). These are available on [Environment Canterbury's liquefaction map](#). Further information can be found in the technical report: [Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts](#), Environment Canterbury, December 2012. This report covers Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.

### Tsunami

None known

### Flooding and Inundation

#### District Plan information relating to flooding and inundation

This Property is within the following flooding or inundation overlay(s) or areas in the District Plan. Information and reports about the relevant overlay are included below. Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

#### Plains Flood Management Overlay

The Plains Flood Management Overlay in the Council's District Plan identifies areas where flooding from a 200-year Average Recurrence Interval (ARI) flood event needs to be managed. [View a map of the overlay](#). [View the rules relating to the overlay](#). Further information can be found in the following technical reports:

[Selwyn River/Waikirikiri floodplain investigation](#), ECAN report, September 2019

[Regional Policy Statement Modelling for Selwyn District Council – District Plan](#), DHI Water and Environment Limited report, November 2019

## Environment Canterbury information regarding flooding and inundation

### Historic Flooding Photographs

Photographs showing the property during or following past flood events may be available. Flood photographs are available on Environment Canterbury's [flood imagery register](#).

### *Other flooding and inundation information*

Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

### Flood modelling

This Property may be susceptible to flooding from the Selwyn River and/or in heavy rainfall events. [View the flood model results](#). More detail can be found in the technical report: [Selwyn District Flood Model - Hydraulic Model Build Report](#), Tonkin + Taylor commissioned by Selwyn District Council, August 2025.

### Ground Water Level

The ground water level at this Property is not known for this Property. A high ground water level may exacerbate any flooding at this Property, or the impact of any flooding at this Property.

### Exposure Zones

	NZS3604:2011	AS/NZS1170:2002
<b>Wind Region</b>	A	A7
<b>Snow Zone</b>	N4	N4 Sub-alpine
<b>Earthquake</b>	Zone: 2	Z Factor: 0.3
<b>Approximate Altitude (Amsl)</b>	179m	-
<b>Exposure Zone</b>	B	-

### Exposure Zone Descriptions

Zone B: Low

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

Zone C: Medium

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

Zone D: High

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

## Special Land Features

### Soil Type

Hatfield moderately deep and Lismore shallow silt loam

Lismore shallow silt loam

### Land Fill

None known

## Licences/Environmental Health

No information located.

## Network Utility Operators

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

## Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:
  - a) Discharge consents.
  - b) Well permits.
  - c) Consents to take water.
  - d) The existence of contamination and/or hazardous sites.
  - e) Flooding.
  - f) Clean air discharge compliance.

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

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

### Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM

document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).

2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:
  - a) The information may be relevant to the purposes for which this report is obtained;
  - b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.
3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.
4. Schedule 1 Exempt Building Work

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

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

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

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

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.
8. This Land Information Memorandum includes natural hazard information deemed by Selwyn District Council and Environment Canterbury to be the most up-to-date, useful, and relevant, and is provided in accordance with the Local Government (Natural Hazard Information in Land Information Memoranda) Regulations 2025. All due care has been taken to ensure current information required to be provided under the regulations is presented below.

9. Selwyn District Council and Environment Canterbury may hold superseded or less reliable natural hazards information relating to the land that has not been included in this Land Information Memorandum. Please contact Selwyn District Council or Environment Canterbury if you would like to enquire about this information.

Information Management Team

Date: 29 January 2026

# LIM Report Legend

## Base Layers

### Road

— Road

### Railway

—+ Railway

### District Boundary

 District Boundary

### Township Boundary

 Township Boundary

### Ratepayer Information

 Ratepayer Information

### Parcels

 Parcels

## PODP - Zones and Precincts

### Precincts

 Commercial Precincts

 Industrial Precincts

 Airfield Precincts

 Rural Precincts

## Zones

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

## Water\_In

- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBsolete
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE\_BOUNDARY

## Sewer\_pt

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

## Water\_pt

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

## Storm\_pt

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

## Storm\_In

- CHANNEL
- DIM LINE
- MANAGEMENT
- NON SDC SERICE
- OBsolete
- OUTLINE
- PIPE
- SITE\_BOUNDARY

## Storm\_py

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

## Stormwater Management Area

- Stormwater Management Area

## West Melton Observatory Zone

 West Melton Observatory Zone

## Planning Zones

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

## Liquefaction Drains and Water Race

## CDrain\_pt

- GATE
- Site
- WEIR

## CDrain\_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

## WRace\_pt

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

## WRace\_In

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

## SDC Cleaned

- SDC Cleaned

## Project Extent

 Project Extent

## Boundary Between Liquefaction Assessment Zones

 Boundary Between Liquefaction Assessment Zones

## Liquefaction Susceptibility

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

## Ecan River Protection Scheme

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

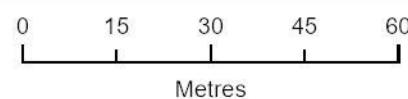
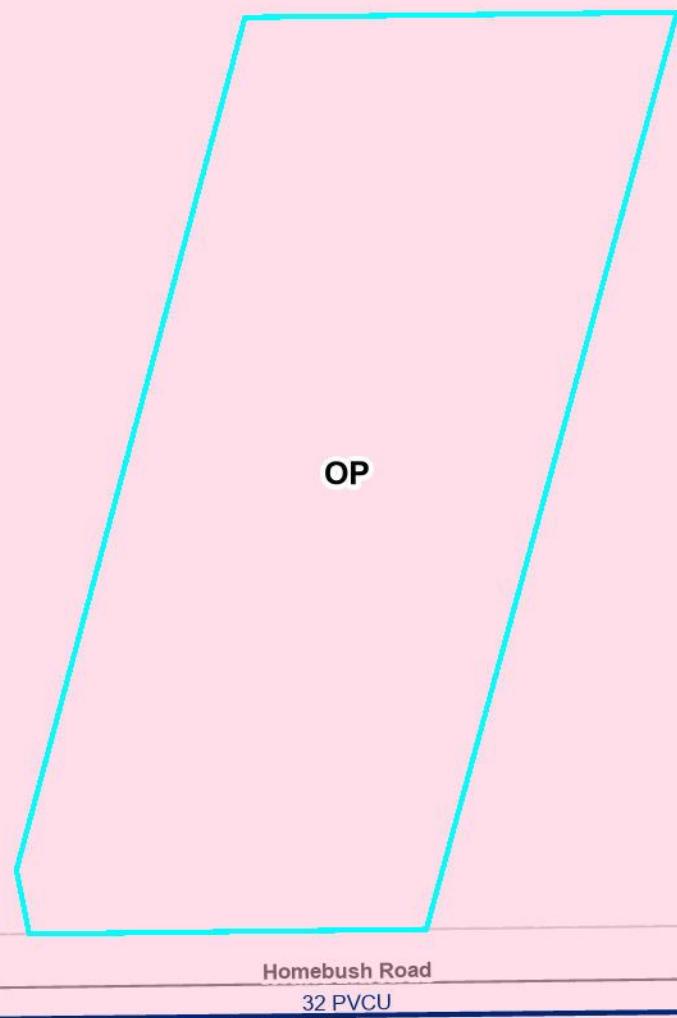
## Greendale Fault

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

## Biodiversity

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

N



N  




## RESOURCE CONSENT INFORMATION

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

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

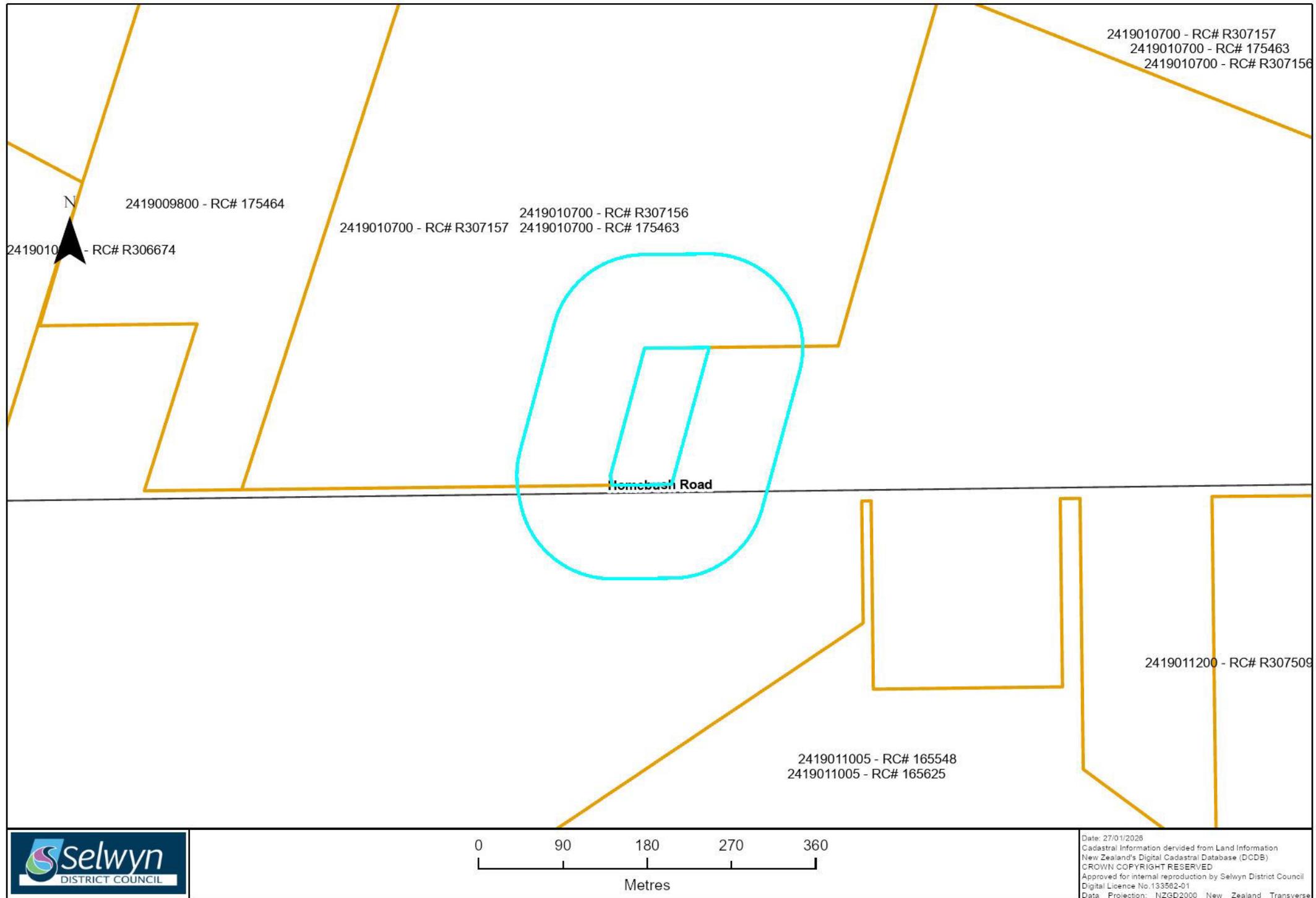
### Resource Consent Status Codes:

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

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

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

2419009804



Assessment_ID	RC Number	Proposal	Decision Date
2419010700	R307157	TO RETAIN COTTAGE ON REDUCED AREA CREATED BY R307156	2004-11-18
2419010700	R307156	TO CREATE 3 RURAL LOTS OF 33.7 HA, 5100 M2 & BALANCE LOT	2004-11-18
2419010700	175463	To subdivide creating 8 lots. 6 undersized lots with an open space covenant. See L/U 175464.	2018-02-22

## Form 7

### Code compliance certificate

Section 95, Building Act 2004

#### The building

Street address of building:	Lot 4 Homebush Road , Kirwee
Legal description of land where building is located:	LOT 4 DP 526197
Building name:	N/A
Location of building within site/block number:	Lot 4 Homebush Road (Lot 4 DP 5216197) Kirwee
Level/unit number:	0
Current, lawfully established, use:	2.0 Housing: 2.0.2 Detached Dwelling
Year first constructed:	2021

#### The owner

Name of owner:	J & BK Hand
Contact person:	J & BK Hand
Mailing address:	239 Ashgrove Terrace, Somerfield, Christchurch
Street address/registered office:	N/A
Phone number:	Landline: N/A Mobile: 0278570095
Daytime:	Landline: N/A Mobile: 0278570095
After hours:	Landline: N/A Mobile: 0278570095
Facsimile number:	No information provided
Email address:	jase123@hotmail.com
Website:	No information provided

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

#### Building work

Building consent number:	BC212867
Description:	4 bedroom domestic dwelling with attached garage
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: Matt Lloyd

Position: Building Surveyor Residential Inspection

On behalf of: Selwyn District Council

Date: 07 July 2023

546 Homelish Rd

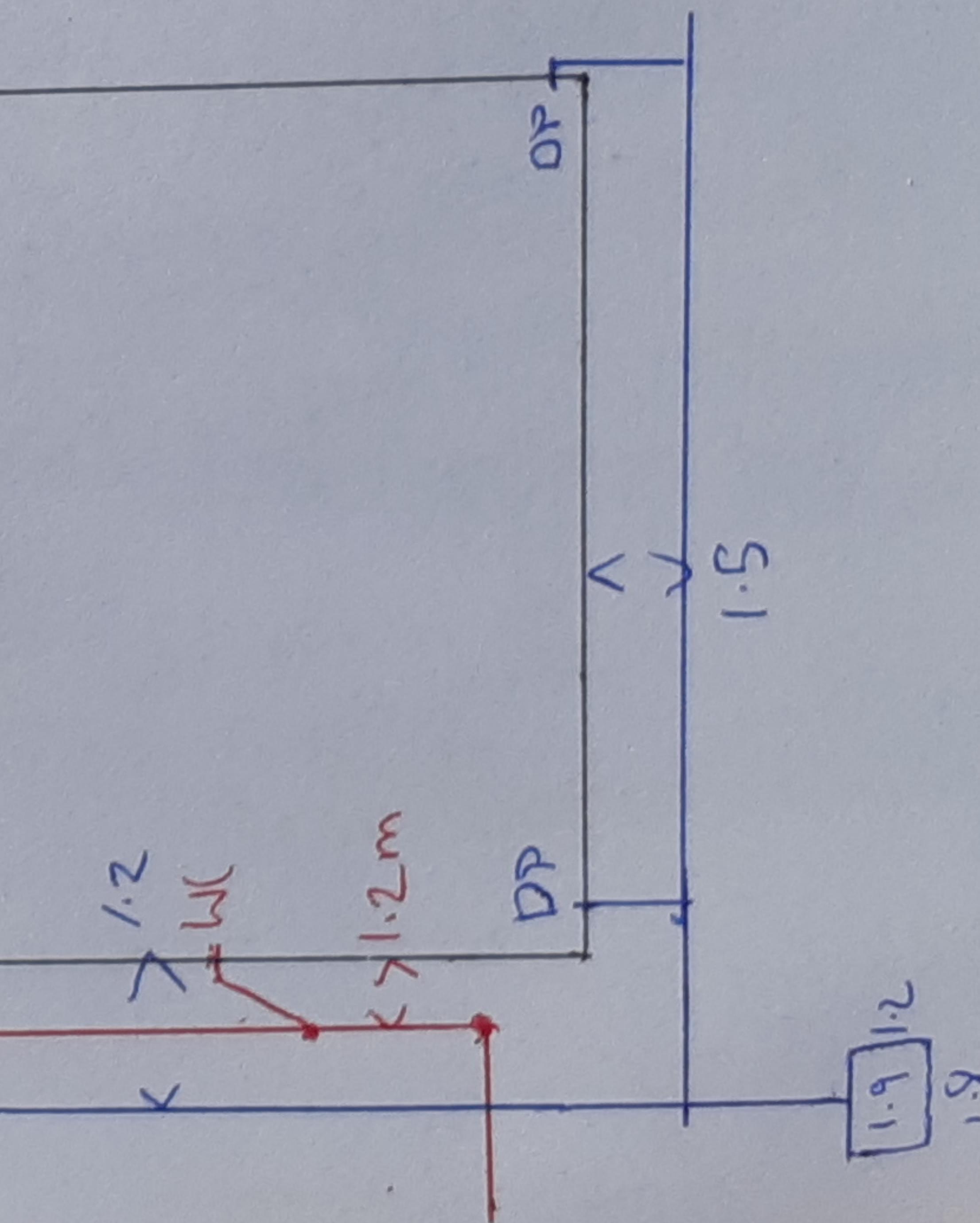
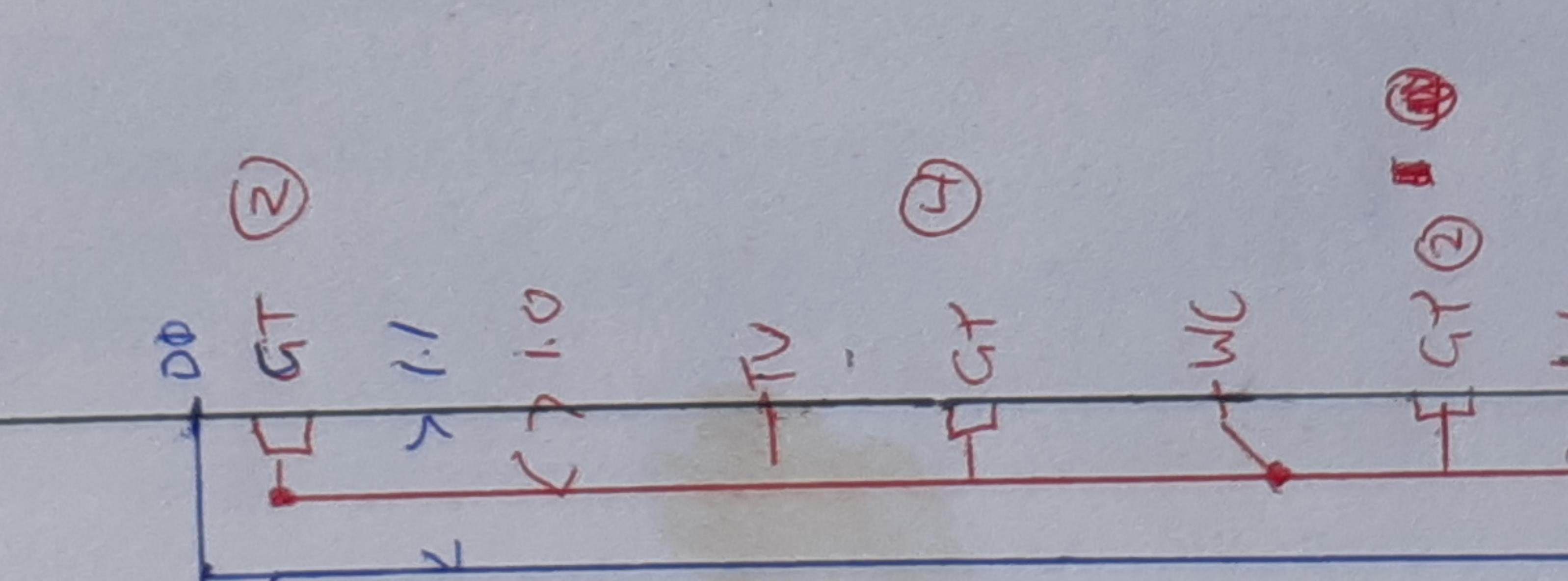
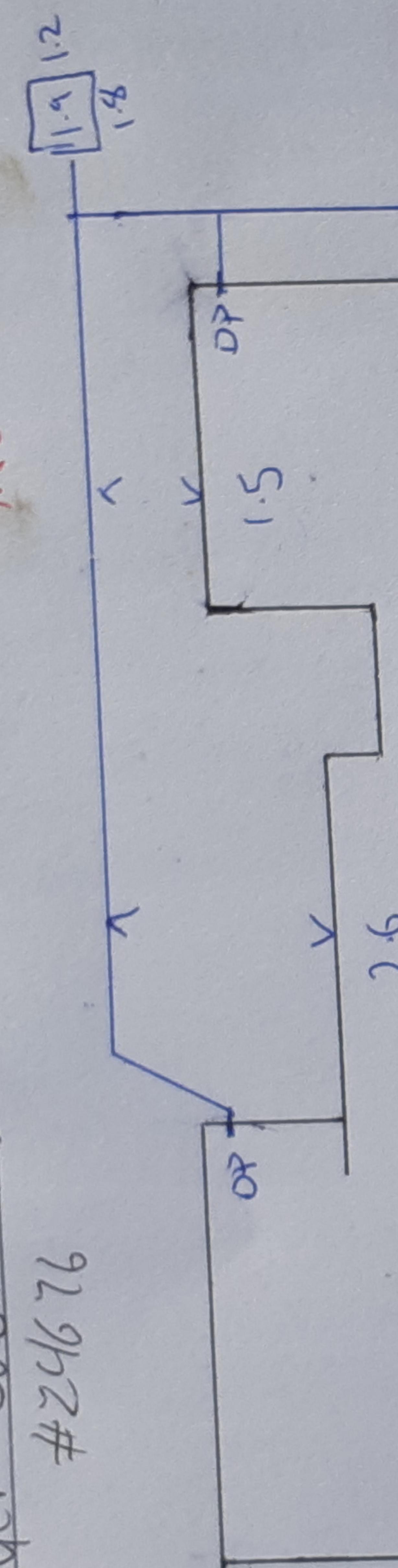
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## INTERACTION BETWEEN EXISTING ACTIVITIES IN RURAL ZONES

When considering buying a rural property, especially if it is a small block, there are some important things that need to be considered.

Zoned rural these areas are foremost for Horticultural and Agricultural farming, plus their associated activities. As these activities operate 24 hours a day seven days a week, it is important to appreciate that as towns and cities have their own unique characteristics, so too do rural areas.

In particular your attention is drawn to the following matters that are part of the rural character of the District.

- (a) Use of agricultural chemicals including ground or aerial application of sprays and fertilisers, subject to manufacturers instructions, adopted codes of practice and other formal controls.
- (b) Some farming activities may commence early in the morning or operate through the night such as harvesting of crops, operation of irrigators or bringing dairy cows in for milking.
- (c) Although excessive noise is not permitted the noise levels associated with permitted land uses such as orchard sprayers, birdscarers, cowsheds (especially at dawn), woolsheds, use of working dogs, aircraft for rural management, tractors, headers and assorted agricultural machinery will in the majority of situations not be considered excessive. Farm animals may make a substantial amount of noise especially deer during the roar, bulls, animals at weaning time, roosters, donkeys and peacocks.
- (d) There are a variety of rural odours including those from established piggeries, spraying of animal effluent on pasture, silage, growing of certain crop species, burning of orchard prunings, hedge prunings and stubble, application of fertilisers, spray from farm chemicals and composting.
- (e) District roads are used to move stock from one part of a farm to another, or one property to another. It is therefore in the landowners best interests to maintain stock proof road boundary fences and gates.
- (f) The existing state of district roads serving the property must be recognised, particularly if any road is unsealed. Unsealed roads can create dust. Dust can also be generated from paddocks when they are being worked or during strong winds.
- (g) Fencelines along road frontages do not always follow the legal road boundary. The road boundary can frequently be located inside what looks like private property.
- (h) Rural dwellings depend upon septic tanks and on-site systems for the disposal of sewage. The septic tanks are the responsibility of the property owner and require regular maintenance to ensure proper functioning.
- (i) Council water supply is not available to every property. Where it is not available, and the landowner seeks to construct a new dwelling, the District Council will not issue a Code Compliance Certificate until the owner provides proof that a potable water supply is available.

# Buying or selling your property?



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New Zealand Residential Property  
Sale and Purchase Agreement Guide





## This guide tells you...

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what a sale and purchase agreement is

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what's in a sale and purchase agreement

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what happens after you sign the sale and purchase agreement

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what happens if you have a problem

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

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

# Key things to know about sale and purchase agreements

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- 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

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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** 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.

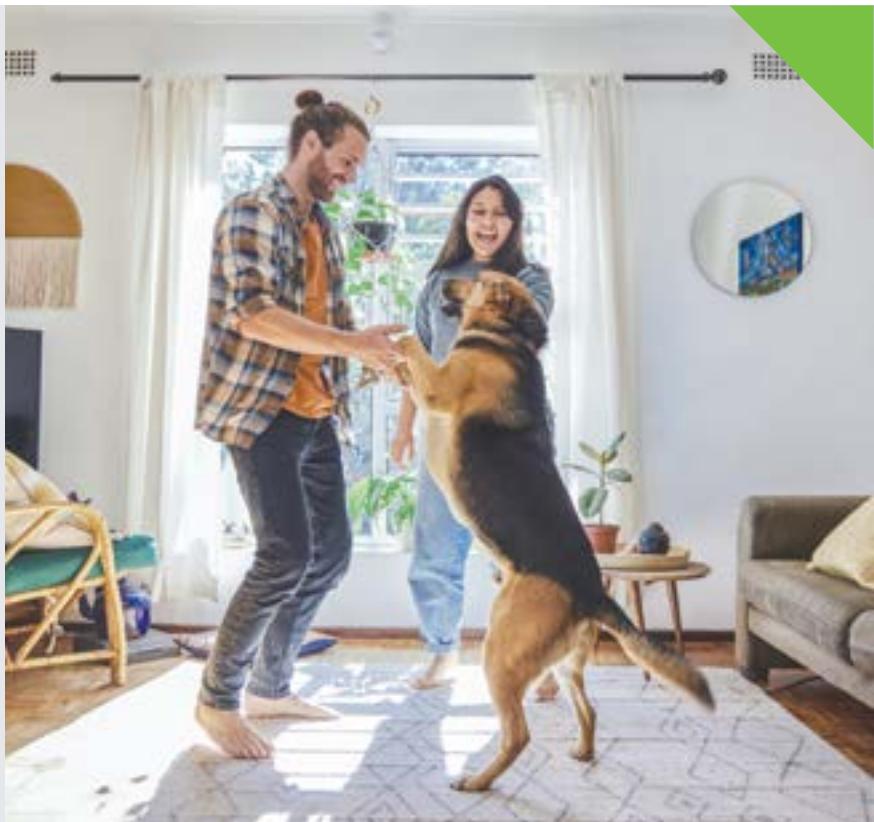
- We provide independent information for people who are buying and selling property through our [settled.govt.nz](https://settled.govt.nz) website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- 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.

