

PROPERTY INFORMATION

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AMY + SHAR

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STATEMENT OF PASSING OVER

This information has been supplied by the vendor or third party. A+S (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

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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 **847334**
Land Registration District **Canterbury**
Date Issued 29 July 2019

Prior References
740811

Estate Fee Simple
Area 960 square metres more or less
Legal Description Lot 1 Deposited Plan 526907
Registered Owners
Barbara Kay McMillan, Douglas William McMillan and Jeremy Cranwell Bull

Interests

Land Covenant in Transfer 7896147.6 - 1.8.2008 at 9:00 am (Limited as to Duration)

Subject to a right of way over part marked B on DP 526907 and a right to drain sewage and water and a right to convey water, electricity, telecommunications and computer media over part marked A and B on DP 526907 created by Easement Instrument 10486025.8 - 30.9.2016 at 3:40 pm

Appurtenant hereto is a right of way, a right to drain sewage and water and a right to convey water, electricity, telecommunications and computer media created by Easement Instrument 10486025.8 - 30.9.2016 at 3:40 pm

Some of the easements created by Easement Instrument 10486025.8 are subject to Section 243 (a) Resource Management Act 1991 (See DP 499267)

Subject to a right (in gross) to convey water over part marked B on DP 526907 in favour of Selwyn District Council created by Easement Instrument 10486025.9 - 30.9.2016 at 3:40 pm

The easements created by Easement Instrument 10486025.9 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part marked B on DP 526907 in favour of Orion New Zealand Limited created by Easement Instrument 10486025.10 - 30.9.2016 at 3:40 pm

The easements created by Easement Instrument 10486025.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications and computer media over part marked A and B on DP 526907 in favour of Chorus New Zealand Limited created by Easement Instrument 10486025.11 - 30.9.2016 at 3:40 pm

11338881.1 Surrender of the right of way marked E on DP 499267 created by Easement Instrument 10486025.8 appurtenant hereto - 29.7.2019 at 10:02 am

Subject to a right of way, right to drain sewage and water and right to convey water over part marked B on DP 526907 and right to convey electricity and telecommunications over part marked B and D on DP 526907 created by Easement Instrument 11338881.3 - 29.7.2019 at 10:02 am

Appurtenant hereto is a right of way, right to drain water and sewage, right to convey water, electricity and telecommunications created by Easement Instrument 11338881.3 - 29.7.2019 at 10:02 am

The easements created by Easement Instrument 11338881.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over part marked D on DP 526907 in favour of Chorus New

Zealand Limited created by Easement Instrument 11338881.4 - 29.7.2019 at 10:02 am



View Instrument Details

Instrument No 10486025.8
Status Registered
Date & Time Lodged 30 September 2016 15:40
Lodged By Dytham-Swift, Leoni
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740810	Canterbury
740808	Canterbury
740809	Canterbury
740811	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 7728564.1 has consented to this transaction and I hold that consent

Signature

Signed by Chris John Robertson as Grantor Representative on 14/10/2016 10:54 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 Chris John Robertson as Grantee Representative on 14/10/2016 10:54 AM

*** End of Report ***

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

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

Grantor

Taifield Developments Limited

Grantee

Taifield Developments 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 On DP 499267	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	B	Lot 7, DP 499267 (740811)	Lots 4, 5 & 6 DP 499267 (740808, 740809, 740810)
Right to drain sewage and water	C	Lot 4, DP 499267 (740808)	Lots 5, 6 & 7 DP 499267 (740809, 740810, 740811)
Right to convey water, electricity, and telecommunications & computer media	D	Lot 5, DP 499267 (740809)	Lots 4, 6 & 7 DP 499267 (740808, 740810, 740811)
Right to convey water, electricity, telecommunications & computer media	F, G & H	Lot 5, DP 499267 (740809)	Lot 4 DP 499267 (740808)
Right to convey electricity, telecommunications & computer media	H	Lot 5, DP 499267 (740809)	Lot 7 DP 499267 (740811)

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown On DP 499267	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, right to drain sewage & water, right to convey water, electricity, telecommunications & computer media	A	Lot 7 DP 499267 (740811)	Lot 4 DP 499267 (740808)
	E	Lot 4 DP 499267 (740808)	Lot 7 DP 499267 (740811)
	F	Lot 5 DP 499267 (740809)	Lots 4 & 7 DP 499267 (740808, 740811)

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 1]~~

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 1]~~



View Instrument Details

Instrument No 10486025.9
Status Registered
Date & Time Lodged 30 September 2016 15:40
Lodged By Dytham-Swift, Leoni
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740808	Canterbury
740809	Canterbury
740811	Canterbury

Annexure Schedule: 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 7728564.1 has consented to this transaction and I hold that consent

Signature

Signed by Claire Alice Robinson as Grantor Representative on 30/09/2016 09:33 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 Scott James Holdaway as Grantee Representative on 07/09/2016 12:28 PM

*** End of Report ***

Form B

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

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

Grantor

TAIFIELD DEVELOPMENTS LIMITED

Grantee

SELWYN DISTRICT COUNCIL

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
Right to convey water	Areas "B", "C", "D" and "H" Deposited Plan 499267	Lots 7, 4 and 5 Deposited Plan 499267 (CFRs 740811, 740808 and 740809)	In Gross

Form B - continued

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

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

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

~~The implied rights and powers are hereby **[varied]** **[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 —]~~

~~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 2002 and/or Schedule Five of the Property Law Act 2007 are expressly excluded.~~

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 —]~~

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 CONVEY WATER

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 and lead water 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 shown as Areas "B", "C", "D" and "H" Deposited Plan 499267.

1.3 The "easement facility" in relation to the right to convey water means pipes, conduits, pumps, pump sheds, storage tanks, water purifying equipment, isolation valves 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 Servient Land by the most practicable route from the nearest public street across any part of the Grantor's land;
- (b) remain on the Servient Land for a reasonable time for the purposes of completing the work;
- (c) bring on to the Servient Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
- (d) leave any vehicle or equipment on the Servient 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

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

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
 - (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.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

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 proprietor for the time being of that part of the Servient Land in respect of which such breach or non-observance shall occur; and
- (b) the registered proprietor at the time of such occurrence,
to the intent that the liability of any registered proprietor of the Servient Land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered proprietor) 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 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

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

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.

10. INTERPRETATION

- 10.1 In this easement instrument unless the context otherwise requires:

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

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

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

“Grantor” means the registered proprietor of the Servient Land, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

“Servient Land” means all land described as the Servient Tenement 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 10486025.10
Status Registered
Date & Time Lodged 30 September 2016 15:40
Lodged By Dytham-Swift, Leoni
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740808	Canterbury
740809	Canterbury
740811	Canterbury

Annexure Schedule: 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 7728564.1 has consented to this transaction and I hold that consent

Signature

Signed by Claire Alice Robinson as Grantor Representative on 30/09/2016 09:33 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 Stephanie Elizabeth Muller as Grantee Representative on 29/09/2016 03:09 PM

*** End of Report ***

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

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

Grantor

TAIFIELD DEVELOPMENTS LIMITED

Grantee

ORION NEW ZEALAND 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
Right to convey electricity	'B' on DP 499267	Lot 7 DP 499267 (CFR 740811)	In gross
	'C' on DP 499267	Lot 4 DP 499267 (CFR 740808)	
	'D' on DP 499267	Lot 5 DP 499267 (CFR 740809)	

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 the Annexure Schedule hereto

Covenant provisions

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

Easement or profit(s) à prendre Rights and Powers (including terms, covenants and conditions)

- 1 The Grantee shall have the full free and unrestricted right liberty and privilege for the Grantee from time to time and at all times hereafter to convey and transmit electric power and energy through under and along that part of the said land marked 'B', 'C' and 'D' on Deposited Plan 499267 ("the easement strip") by means of an underground cable or cables and any associated equipment or fittings now or hereafter to be laid on the easement strip and any cable or cables, equipment or fittings laid in substitution therefor.
- 2 The Grantee by means of its employees servants agents contractors and workmen may enter upon the easement strip and the adjoining land of the Grantor at any time by night as well as by day with or without vehicles plant equipment and implements for the purposes of inspection maintenance installation repair and/or replacement of the said underground cable or cables or any associated equipment or fittings of the Grantee so that the same may at all times be kept in good and efficient working order.
- 3 The Grantee may dig up and excavate the easement strip for all or any of the said purposes and if necessary may deposit soil upon the Grantor's land adjoining the same provided always that all work shall be carried out expeditiously and on completion the surface of any land affected will forthwith be restored as nearly as possible to its former state and condition at the sole cost and expense of the Grantee.
- 4 In exercise of the rights hereby granted the Grantee will not unduly interfere with any other lawful user of the Grantor's land and will except in case of emergency give reasonable notice to the Grantor of the Grantee's intention to carry out any works authorised hereby.
- 5 The Grantee shall at all times indemnify and keep indemnified the Grantor against all liability and possible risk arising out of the Grantee's exercise of rights hereby granted.
- 6 The Grantor will not do nor suffer nor permit to be done any act matter or thing whereby the Grantee's rights hereunder or any of the said cables equipment or fittings may be interfered with or affected and in particular (but not so as to restrict the generality of this clause) the Grantor will not construct erect place or plant nor suffer nor permit to be constructed erected placed or planted on the easement strip any building structure tree or shrub.
- 7 In the case of any difference or dispute as to any clause matter or thing herein contained or implied or as to the construction thereof or in respect of the rights or liabilities of the parties hereunder the same shall be decided by a single arbitrator should the parties agree upon one otherwise by the arbitration of two disinterested persons one to be appointed by each party or by their umpire chosen by the arbitrators before reference to them of the difference or dispute and if either party shall neglect to appoint an arbitrator or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall proceed to final decision alone and every such arbitration shall be deemed to be a reference to arbitration under the Arbitration Act 1996 and any then subsisting amendment thereto or re-enactment thereof.

View Instrument Details



Instrument No 10486025.11
Status Registered
Date & Time Lodged 30 September 2016 15:40
Lodged By Dytham-Swift, Leoni
Instrument Type Easement Instrument



Affected Computer Registers	Land District
740808	Canterbury
740809	Canterbury
740811	Canterbury

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 7728564.1 has consented to this transaction and I hold that consent

Signature

Signed by Claire Alice Robinson as Grantor Representative on 30/09/2016 09:33 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 Claire Alice Robinson as Grantee Representative on 30/09/2016 09:33 AM

*** End of Report ***

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

Sections 90A and 90F, Land Transfer Act 1952

Grantor		<i>Surname(s) must be <u>underlined</u>.</i>	
<u>TAIFIELD DEVELOPMENTS LIMITED</u>			
Grantee		<i>Surname(s) must be <u>underlined</u>.</i>	
<u>CHORUS NEW ZEALAND LIMITED</u>			
Grant of easement or <i>profit à prendre</i> 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 <i>profit(s) à prendre</i> 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		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey telecommunications and computer media in gross	A & B on DP 499267	Lot 7 DP 499267 (CRF 740811)	Chorus New Zealand Limited (in gross)
	C & E on DP 499267	Lot 4 DP 499267 (CRF 740808)	
	D, F, G & H on DP 499267	Lot 5 DP 499267 (CRF 740809)	
Easements or <i>profits à prendre</i> rights and powers (Including terms, covenants, and conditions)		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.			
The implied rights and powers are varied/negatived/added to or substituted by:			
Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.			
The provisions set out in the Annexure Schedule.			
Covenant provisions		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
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 2.			

CJR-013118-28-12-V4:LS

2091066.B

ANNEXURE SCHEDULE TO INSTRUMENT OF TRANSFER OF LAND REGISTERED UNDER SECTION 155A OF THE LAND TRANSFER ACT 1952

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 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, 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;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement 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 accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement 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 and computer media 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 Servient Tenement.

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 Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (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 Servient Tenement 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 Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) 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 Servient Tenement (except in the case of an Emergency, when notice will not be required). 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 Servient Tenement 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 Servient Tenement.

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 Servient Tenement, 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 Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (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 Sections 5 and 6 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



Instrument No 11338881.1
Status Registered
Date & Time Lodged 29 July 2019 10:02
Lodged By Fitzgerald, Kylie Lynda
Instrument Type Partial Surrender of Easement



Affected Records of Title	Land District
740808	Canterbury
740811	Canterbury

Affected Instrument Easement Instrument 10486025.8

Annexure Schedule Contains 1 Pages.

Grantor Certifications

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

Signature

Signed by Chris John Robertson as Grantor Representative for Taifield Developments Limited on 26/07/2019 11:28 AM

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 Gerard Joseph Thwaites as Grantor Representative for Christopher Jacobus Vlok on 09/08/2019 03:19 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

I certify that the easement affected by this transaction is not the subject of a condition imposed by the territorial authority

I certify that the Mortgagee under Mortgage 7728564.1 has consented to this transaction and I hold that consent

Mortgage 11257810.3 does not affect the benefited land, therefore the consent of the Mortgagee is not required

Signature

Signed by Chris John Robertson as Grantee Representative for Taifield Developments Limited on 26/07/2019 11:28 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

I certify that the easement affected by this transaction is not the subject of a condition imposed by the territorial authority

Mortgage 7728564.1 does not affect the benefited land, therefore the consent of the Mortgagee is not required

I certify that the Mortgagee under Mortgage 11257810.3 has consented to this transaction and I hold that consent

Signature

Signed by Gerard Joseph Thwaites as Grantee Representative for Christopher Jacobus Vlok on 09/08/2019 03:19 PM

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

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

Form 23

Easement instrument to partially surrender Easement or Profit à prendre

(Section 109 Land Transfer Act 2017)

Grantee

**Christopher Jacobus Vlok; and
Taifield Developments Limited**

Grantor

**Christopher Jacobus Vlok; and
Taifield Developments Limited**

Surrender of Easement, or Profit à prendre

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the surrender of those easement(s), or *profit(s) à prendre*

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement, or Profit	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Right of Way marked "A" on DP 499267	10486025.8	Lot 7 DP 499267	Lot 4 DP 499267
Right of Way marked "E" on DP 499267	10486025.8	Lot 4 DP 499267	Lot 7 DP 499267

¹ If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

² If only part of the benefited land is to be surrendered, include the full legal description of that part.

View Instrument Details



Instrument No 11338881.3
Status Registered
Date & Time Lodged 29 July 2019 10:02
Lodged By Fitzgerald, Kylie Lynda
Instrument Type Easement Instrument



Affected Records of Title	Land District
847334	Canterbury
847335	Canterbury

Annexure Schedule Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 7728564.1 has consented to this transaction and I hold that consent

Signature

Signed by Chris John Robertson as Grantor Representative on 26/07/2019 11:28 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 Chris John Robertson as Grantee Representative on 26/07/2019 11:29 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

Taifield Developments Limited

Grantee

Taifield Developments 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) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

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 water, electricity, telecommunications	B on DP 526907	Lot 1 on DP 526907 (RT 847334)	Lot 2 on DP 526907 (RT 847335)
	C on DP 526907	Lot 2 on DP 526907 (RT 847335)	Lot 1 on DP 526907 (RT 847334)
Right to convey electricity, telecommunications	D on DP 526907	Lot 1 on DP 526907 (RT 847334)	Lot 2 on DP 526907 (RT 847335)

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

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

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

[the provisions set out in Annexure Schedule 1]

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

Annexure Schedule 1

Where there is a conflict between the provisions of the 5th Schedule to the Land Transfer Regulations 2018 and/or the 5th Schedule of the Property Law Act 2007 and the modifications in this transfer, the modifications shall prevail.

In addition to clause 10 of the 5th Schedule to the Land Transfer Regulations 2018:

General Provisions

The following provisions are applicable to the easements recorded by the certificate/transfer:

- a. Each grant shall be for all time.
- b. No power is implied in respect of any easement for the grantor to terminate the easement for breach of any provision in the certificate (whether expressed or implied or for any other cause) it being the intention of the parties that each easement shall exist for all time unless it is surrendered.

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

1. The word "equally" in clause 11(2) of the Fifth Schedule of the Land Transfer Regulations 2018 shall be read as "for a reasonable contribution in proportion to their use".
2. Any maintenance, repair, or replacement of any easement facility that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor and at the sole cost of the Grantor. Where the act or omission is the partial cause of the maintenance, repair, or replacement, the costs payable by the Grantor responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).
3. Any maintenance, repair, or replacement of any easement facility that is necessary because of any act or omission by the Grantee must be carried out promptly by the Grantee and at the sole cost of the Grantee. Where the act or omission is the partial cause of the maintenance, repair, or replacement, the costs payable by the Grantee responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fifth Schedule to the Land Transfer Regulations 2018).

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

View Instrument Details



Instrument No 11338881.4
Status Registered
Date & Time Lodged 29 July 2019 10:02
Lodged By Fitzgerald, Kylie Lynda
Instrument Type Easement Instrument



Affected Records of Title	Land District
847334	Canterbury

Annexure Schedule Contains 5 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 7728564.1 has consented to this transaction and I hold that consent

Signature

Signed by Chris John Robertson as Grantor Representative on 26/07/2019 11:29 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 Chris John Robertson as Grantee Representative on 26/07/2019 11:29 AM

*** End of Report ***

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

Grantor*Surname(s) must be underlined.*

TAIFIELD DEVELOPMENTS LIMITED

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 <i>profit(s)</i> 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 telecommunications	D on DP 526907	Lot 1 DP 526907 (RT 847334)	Chorus New Zealand Limited (in gross)

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.
--

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 2

of

Pages

Continue in additional Annexure Schedule, if required.

the provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 3 of 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.

Annexure Schedule

Insert type of instrument

Easement Dated [] Page 4 of [] Pages

Continue in additional Annexure Schedule, if required.

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 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.

Annexure Schedule

Insert type of instrument

Easement Dated Page 5 of Pages

Continue in additional Annexure Schedule, if required.

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.

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 Sections 5 and 6 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.

Land Information Memorandum L261005

Application

A + S Real Estate Limited	No.	L261005
A + S Real Estate Limited	Application date	24/04/2026
41E South terrace	Issue date	30/04/2026
Darfield 7510	Phone	0277484093

Property

Valuation No.	2418029221
Location	6B Pemberton Drive, Darfield
Legal Description	LOT 1 DP 526907
Owner	McMillan Barbara Kay and McMillan Douglas William
Area (hectares)	0.0960

Rates

Rateable Value

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

Revaluation Year	2024
Land	\$270,000.00
Improvements	\$620,000.00
Capital Value	\$890,000.00

Current Rates Year 2025 to 2026

Annual Rates	\$3,994.55
Current Instalment	\$925.55
Current Year - Outstanding Rates	\$925.55
Arrears for Previous Years	\$0.00

Next Instalment Due

15/06/2026

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: General residential zone

Operative District Plan Zoning: Living 1

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

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

Resource Consent 075521

Variation To 065350 To Amend Conditions 1, 4 & 7 Including Road Layout, Lot Sizes, Vehicle Crossing & Corner Splay Also See 085102

Section 224 Issued 30/06/2008

Granted By Local Authority Officer 21/12/2007

Resource Consent 155258

Variation To Change Condition 1 Of Rc145123 Increasing Site Coverage Of Lot 5.

Decision Notified 06/07/2015

Granted By Local Authority Officer 06/07/2015

Resource Consent 145123

Establish A Comprehensive Residential Development Consisting Of Six Residential Dwellings. See Variation 155258.

Decision Notified 10/03/2015

Granted By Local Authority Officer 10/03/2015

Resource Consent 155702

Subdivision (in Three Stages) To Create Six Lots With A Noncomplying Accessway, Each With An Existing Dwelling Authorised By Landuse Consents 145123 And 155258.

Section 224 Issued 07/02/2019

Granted By Local Authority Officer 13/01/2016

Resource Consent 065350

Subdivide To Create 23 Residential Lots >650m² Zoned Liv 1 Also See 075521 & 085102

Section 224 Issued 30/06/2008

Granted By Local Authority Officer 22/11/2007

Resource Consent 085102

Variation To Amend Conditions 8,9,10,15 And Remove Condition 16 From 065350 & 075521

Section 224 Issued 30/06/2008

Granted By Local Authority Officer 04/06/2008

Resource Consent 185313

Variation - To Change Condition 2 And 3 And Cancel Condition 8 And 9 Or Resource Consent Rc155702

Decision Notified 19/06/2018

Granted By Local Authority Officer 19/06/2018

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

Building

Building Consent 230134

Installation Of Solid Fuel Heater - Masport Akaroa

Code Compliance Certificate Issued 05/04/2023

Building Consent 192067

Deconstruct & Reconstruct 3 Bedroom Domestic Dwelling With Attached Garage

Code Compliance Certificate Issued 15/12/2021

John Gibbs -emailed as the owner has pointed out that the stated floor area on the site plan is incorrect and asked that John send an amended sheet showing the corrected figures. The amended proposed house area is 192.93m² and site coverage is 24.4%. They would like this added to future LIMs. I also spoke to Edwin (the owner) who advised that they would like it noted on any future LIM that the property was a new build which was completed in 2021, as it was only the framing that was re-used.

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

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

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

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

Schedule 1 Exempt Building Work

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

Services

Water

Council Water Scheme is available and connected.

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

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at <http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws> Please note this property has a water meter and charges are a rate which are payable by the property owner. Therefore, please ensure a meter reading is requested on settlement so you are not liable for previous owner's water charges. Solicitors must ensure that when settling rates with Council on the sale of a property that water meter charges are also included in the settlement calculation.

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

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be

owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

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

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

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

Sewer

Council sewer scheme is 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.

Council have agreed to build a sewer network for Darfield and Kirwee. Property owners are encouraged to review the evolving progress. Please refer to Selwyn District Council website <https://www.selwyn.govt.nz/services/water/wastewater/darfield-wastewater> for detailed information.

Should you have any further questions please phone 0800 SELWYN (0800 735996) and ask for Water Services.

Stormwater

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

Water Races

None known

Drains

None known

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
- you have a new property and either
- you have requested for your property to be added to the route and it is in the process of being added
- you have not yet requested for your property to be added to the route.

Please contact the 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: Central Plains Water Trust holds various resource consents to convey and apply irrigation water to land and to construct and operate a distribution network for the Central Plains Water Enhancement Scheme. Although this property is within the command area of the Scheme, it will not be directly affected by the distribution network.

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.

Residential Swimming Pool

No pool registered to this property.

Land Transport Requirement

Pemberton Drive is a formed and sealed local road maintained by Selwyn District Council. Direct access is via a private right of way (ROW) which is not maintained by 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 \(Appeals Version\)](#)
- https://experience.arcgis.com/experience/f7b9c60d5a624147bb731b1afa7788dd#data_s=where%3AdataSource_2-19b106a45d6-layer-17%3A%22Assessment_ID%22%3D%272418029221%27&zoom_to_selection=true
- – 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, or call 0800 SELWYN (735 996).

Earthquake

All properties in New Zealand may be affected by earthquakes, however, the Council holds no additional information about potential earthquake hazards at this Property.

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.

None known

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:

- Subsoil Investigation And Foundation Report, Bond Frew Ltd, commissioned by Blue Prints Architectural Services Ltd, 25/10/2019. This report affects only 1 property. Purpose of the report: building consent.
- Preliminary Environmental Site Investigation 6A-C and 8 Pemberton Drive, Darfield Canterbury, ENGEO, commissioned by specify who commissioned by Taifield Developments, 06/03/2015. This report affects a broad area or community. Purpose of the report: subdivision.

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

Exposure zones are standardised categories for a property's potential exposure to certain risks. Any proposed building work may need specific engineering design, depending on the exposure of the construction site. The categories are based on two standards: NZS3604:2011 and AS/NZS1170:2002.

	NZS3604:2011	AS/NZS1170:2002
Wind Region	A	A7
Snow Zone	N4	N4 Sub-alpine
Earthquake	Zone: 2	Z Factor: 0.3
Approximate Altitude (Amsl)	196m	-
Exposure Zone	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

Lismore shallow silt loam

Land Fill

None known

Licences/Environmental Health

None known

Network Utility Operators

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

Other Information

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

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

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

Notes

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

records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

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

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

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

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

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

Information Management Team

Date: 30/04/2026

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

Zone and Water Services

SWL Water Points

- Supply Point
- Valve
- Node
- Hydrant
- Tank
- Irrigation
- Equipment
- Facility
- Meter
- Fire Plant

SWL Water Lines

- Pipe - Treated
- Irrigation
- Pipe - Untreated
- Pipe - Sewer
- Pipe - Unknown
- Other

SWL Private Water Points

-

SWL Private Water Lines

-

SDC Water Points

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

SDC Water Lines

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

SWL Sewer Points

- Manhole
- Valve
- Chamber
- Node
- Equipment
- Facility

SWL Sewer Lines

- Gravity
- Pressure
- Rising
- Other

SWL Private Sewer Points

-

SWL Private Sewer Lines

-

SDC Sewer Points

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

SDC Sewer Lines

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

Storm Points

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

Storm Lines

- TYPE
- CHANNEL
- DIM LINE
- OBSOLETE
- OUTLINE
- PIPE

SITE_BOUNDARY

- Soakhole w/Hoz Soakage
- StopBank

Storm Polygons

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

Stormwater Management Area

- Stormwater Management Area

West Melton Observatory Zone

- West Melton Observatory Zone

Planning Zones

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

Liquefaction Drains and Water Race

CDrain_pt

- GATE
- Site
- WEIR

CDrain_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

WRace_pt

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

WRace_In

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

SDC Cleaned

- SDC Cleaned

Project Extent

- Project Extent

Boundary Between Liquefaction Assessment Zones

- Boundary Between Liquefaction Assessment Zones

Liquefaction Susceptibility

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

Ecan River Protection Scheme

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

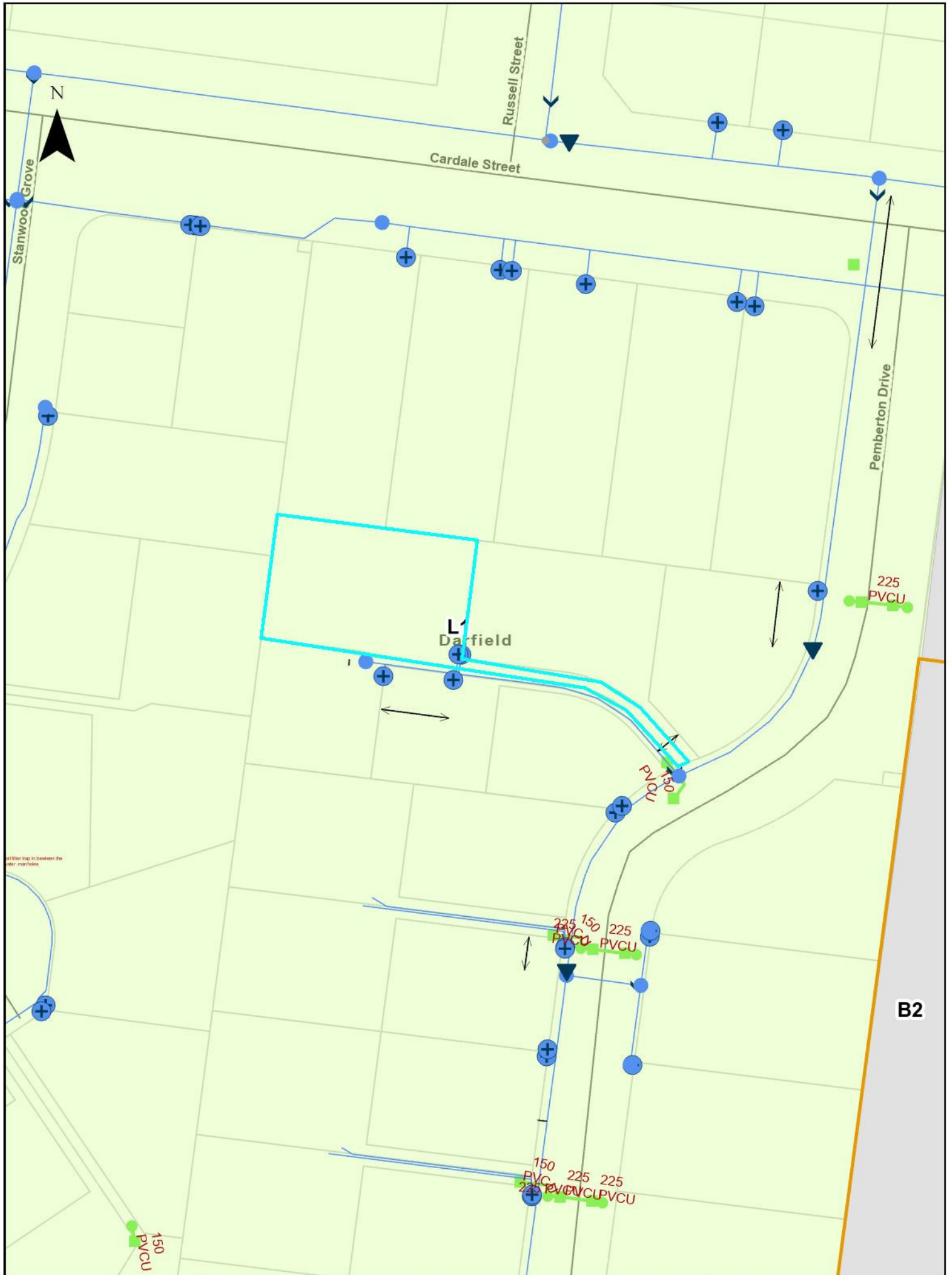
Greendale Fault

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

Biodiversity

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

LIM REPORT - Zone and Water Services



all Meter traps in between the other manholes

B2

LIM REPORT - PODP Zone and Precinct



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.

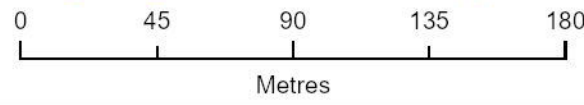
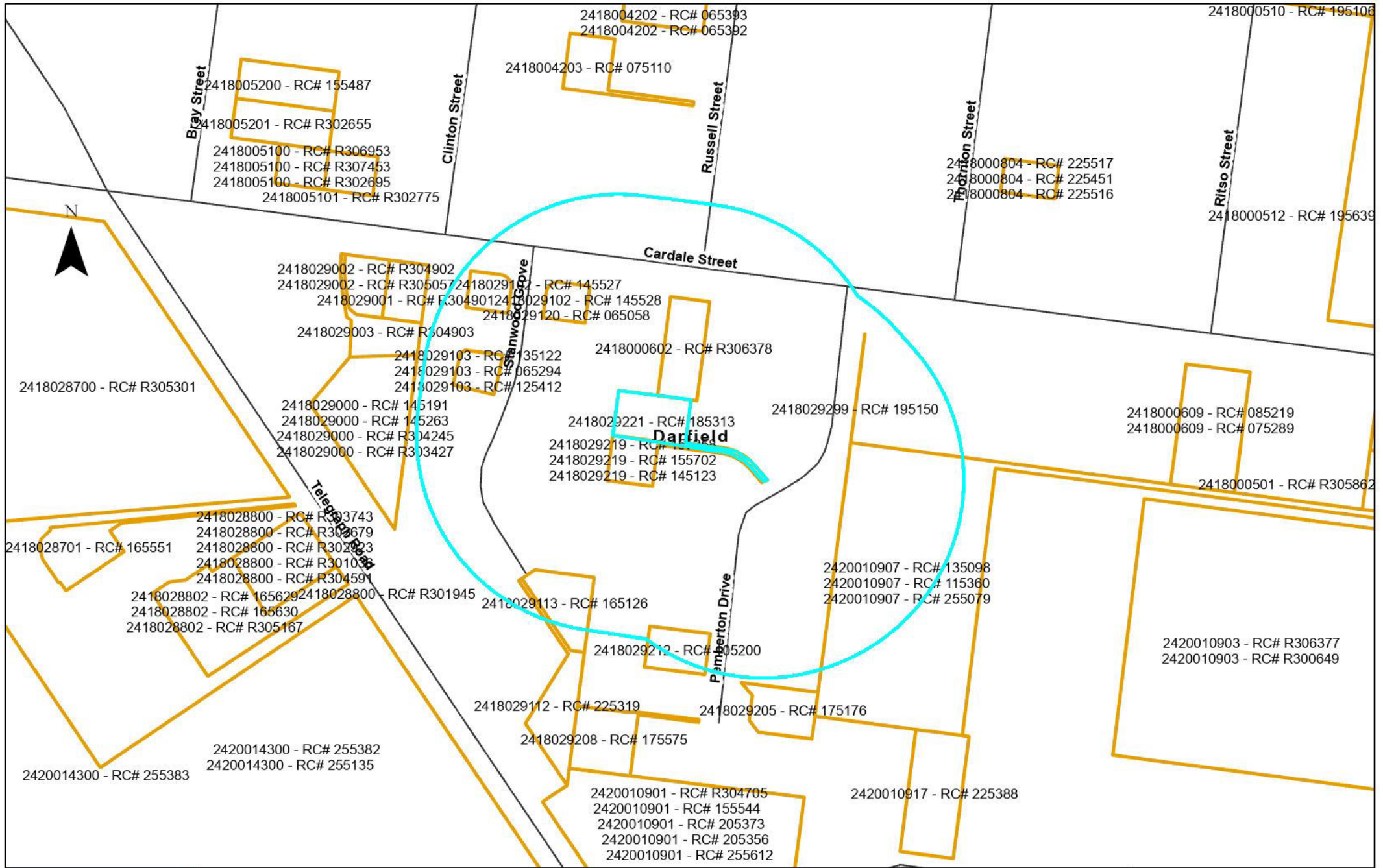
Resource Consent Status Codes:

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

2418029221



Date: 29/04/2026
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Data Projection: NZGD2000 New Zealand Transverse

Assessment_ID	RC Number	Proposal	Decision Date
2418029102	145527	To undertake two lot residential subdivision. NES. See also 145528 L/U.	2014-11-04
2418029102	145528	To erect two dwellings prior to subdivision, exceeding site coverage. NES. See also 145527 s/d.	2014-11-04
2418029103	065294	BOUNDARY ADJUSTMENT TO CREATE LOTS OF 908M2 & 825M2 ZONED LIVING 1	2006-09-05
2418029103	125412	Non-complying two lot residential subdivision and accessway. See 135122 for consent to erect two dwellings prior to subdivision.	2013-04-15
2418029103	135122	To erect two dwellings on lot exceeding permitted site coverage prior to s/div 125412	2013-04-15
2418029112	225319	To establish a workshop with a non-complying internal boundary setback and recession plane	2022-05-19
2418029113	165126	Remedial works in order to remove all accessible contaminated soils and to ensure any remaining accessible soils are suitable for residential land use. NES.	2016-03-24
2418029120	065058	SUBDIVISION OF RESIDENTIAL LOT WITH TWO DWELLINGS	2006-03-15
2418029212	105200	TO ERECT DWELLING EXCEEDING SITE COVERAGE	2010-07-16
2418029219	145123	Establish a comprehensive residential development consisting of six residential dwellings. See variation 155258.	2015-03-10
2418029219	155258	Variation to change condition 1 of RC145123 increasing site coverage of Lot 5.	2015-07-06
2418029219	155702	Subdivision (in three stages) to create six lots with a noncomplying accessway, each with an existing dwelling authorised by landuse consents 145123 and 155258.	2016-01-13

2418029221	185313	VARIATION - To change condition 2 and 3 and cancel condition 8 and 9 or resource consent RC155702	2018-06-19
2418029299	195150	Application for right of way under section 348 of LGA	2019-04-05
2420010907	115360	CERTIFICATE OF COMPLIANCE TO ESTABLISH AND OPERATE A PRE SCHOOL IN DARFIELD	2012-01-18
2420010907	135098	Relocate office building and change pre school asphalt carparking area to gravel	2013-03-21
2420010907	255079	Change of Conditions to vary condition 1 of RC135098.	2025-03-06
2418000602	R306378	BOUNDARY ADJUSTMENT - RECTIFICATION OF FLAT PLAN	2003-10-22

Form 7 Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building: 6B Pemberton Drive, Darfield
Legal description of land where building is located: LOT 1 DP 526907
Building name: N/A
Location of building within site/block number: 6B Pemberton Drive
Darfield
Level/unit number: 0
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling
Year first constructed: 2002

The owner

Name of owner: Crystal Park Limited
Contact person: Edwin Jackson
Mailing address: 29 Sugden Street, Spreydon, Christchurch
Street address/registered office: N/A
Phone number: Landline: N/A Mobile: 02102384936
Daytime: Landline: N/A Mobile: 02102384936
After hours: Landline: N/A Mobile: 02102384936
Facsimile number: No information provided
Email address: jacksongroupnz@gmail.com
Website: No information provided
First point of contact for communications with the council/building consent authority:

Building work

Building consent number: BC192067
Description: Deconstruct & reconstruct 3 bedroom domestic dwelling with attached garage

Amendment 1: Details for Adjustment to Foundation dimensions to match existing flatpack house, which had incorrect dimensions assigned to the original drawings.

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: Nathan Evans

Position: Senior Building Surveyor Residential

On behalf of: Selwyn District Council

Date: 15 December 2021

Form 7 Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building: 6B Pemberton Drive, Darfield
Legal description of land where building is located: LOT 1 DP 526907
Building name: N/A
Location of building within site/block number: 6B Pemberton Drive
Darfield
Level/unit number: 0
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling
Year first constructed: 2020

The owner

Name of owner: JH & BK McMillan
Contact person: JH & BK McMillan
Mailing address: 6B Pemberton Drive, Darfield
Street address/registered office: N/A
Phone number: Landline: N/A Mobile: 0273938511
Daytime: Landline: N/A Mobile: 0273938511
After hours: Landline: N/A Mobile: 0273938511
Facsimile number: No information provided
Email address: jimandbarb78@gmail.com
Website: No information provided
First point of contact for communications with the council/building consent authority:

Building work

Building consent number: BC230134
Description: Installation of solid fuel heater - Masport Akaroa
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: Pippa Jones

Position: Residential Building Surveyor

On behalf of: Selwyn District Council

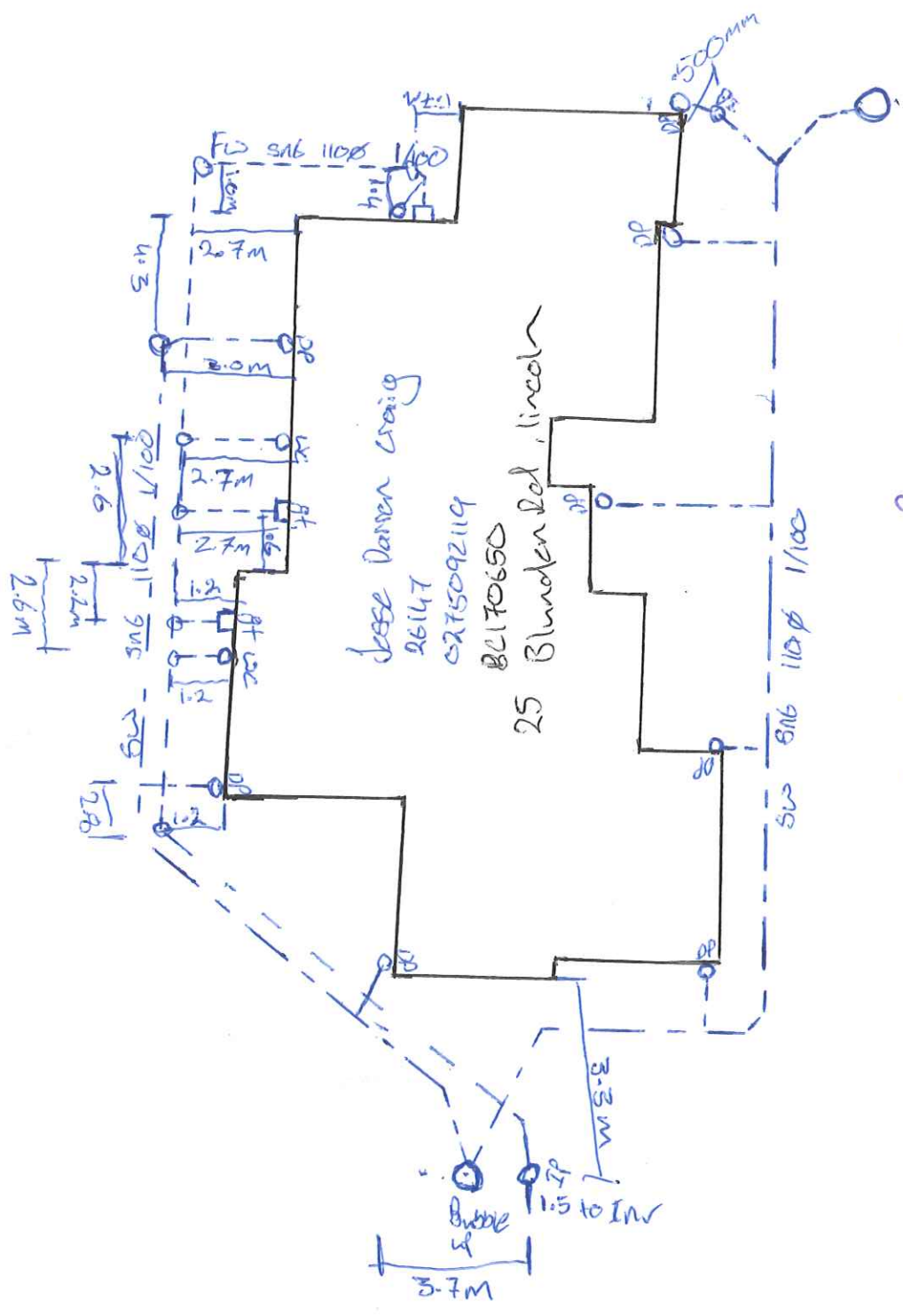
Date: 05 April 2023

 1300
 I. Truckee
 Accepted 9/1/20

BC170650

08⁹ JAN 2020

09 JAN 2020



STORM WATER 1:100
 SEWER 1:100



IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS

STREET TREES AND IRRIGATION

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

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

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

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

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

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

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

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

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

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

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

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

CARE FOR ESTABLISHING STREET TREES

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

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

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

Thank you for your assistance and co-operation

Reserves Maintenance Staff
Selwyn District Council

Be water wise



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

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

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

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

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

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

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

How much water do you use?

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

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



Tips for managing your water use

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

Your garden and lawn

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

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



Outdoors

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

Indoors

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

Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

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

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

Key things to know about sale and purchase agreements

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

What a sale and purchase agreement is

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

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

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

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

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

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

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

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

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

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

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

About settled.govt.nz



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

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

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

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

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

For more information

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



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

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

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

What we do

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

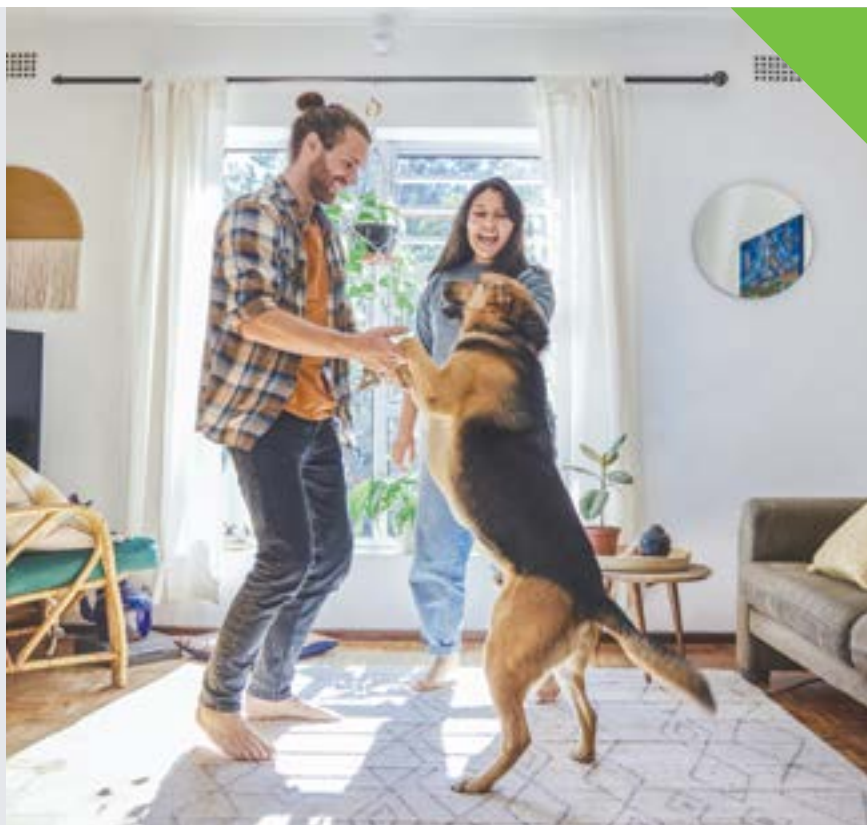
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

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

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

For more information

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



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

