

PROPERTY INFORMATION

A

+ S

AMY + SHAR

021 077 9945 / 027 555 0654

amy@asrealestate.co.nz

shar@asrealestate.co.nz

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.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice.

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

A
+ S



**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

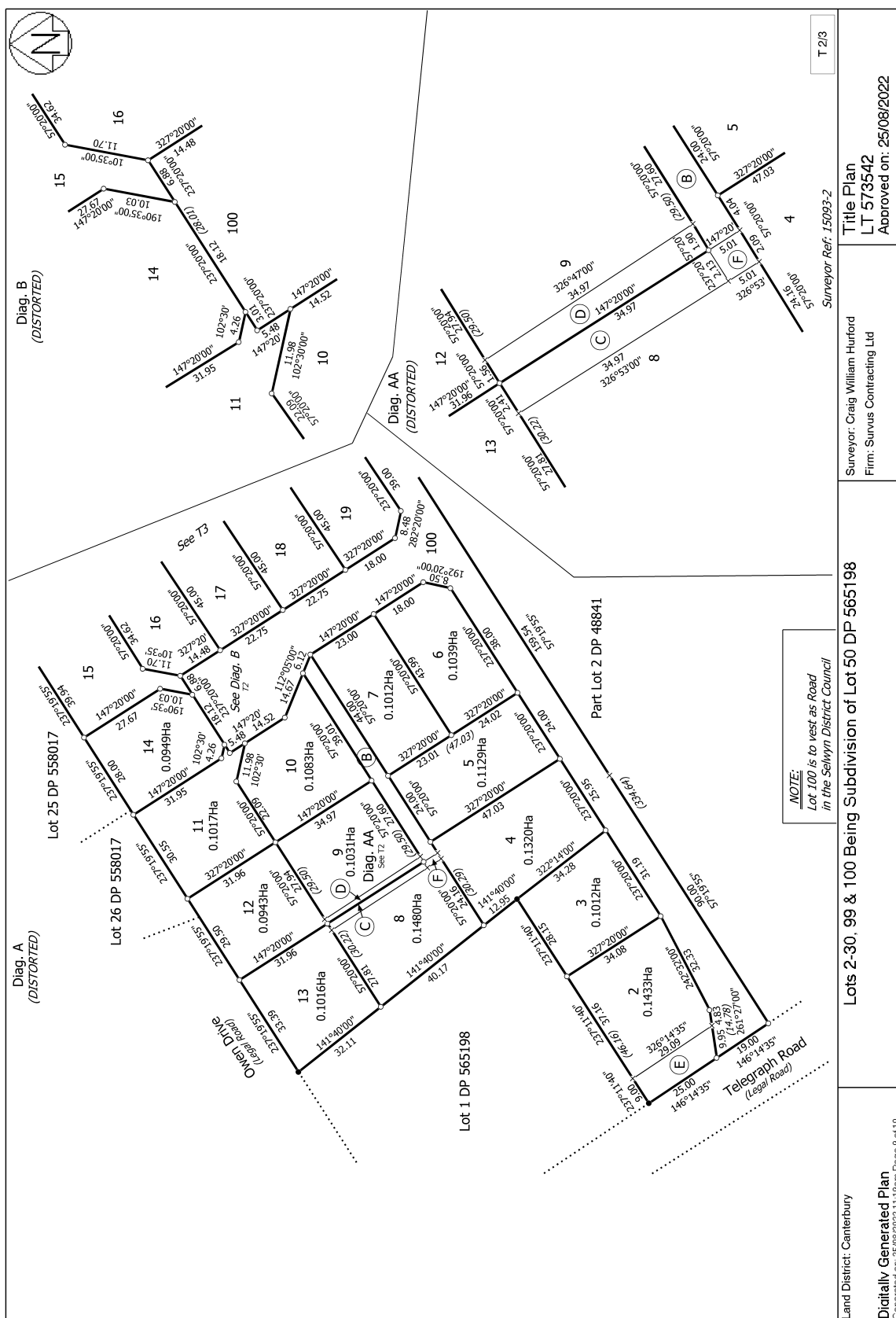
Identifier **1045636**
Land Registration District **Canterbury**
Date Issued 10 August 2022

Prior References
1010991

Estate Fee Simple
Area 943 square metres more or less
Legal Description Lot 12 Deposited Plan 573542
Registered Owners
Clearwater Homes Limited

Interests

Appurtenant hereto is a right to drain sewage created by Easement Instrument 12447462.5 - 10.8.2022 at 10:51 am
The easements created by Easement Instrument 12447462.5 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Covenant Instrument 12447462.8 - 10.8.2022 at 10:51 am



View Instrument Details



Instrument No 12447462.5
Status Registered
Date & Time Lodged 10 August 2022 10:51
Lodged By Jeong, Diana Da-Woon
Instrument Type Easement Instrument



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

1045632	Canterbury
1045633	Canterbury
1045634	Canterbury
1045636	Canterbury
1045637	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 12248954.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Llewellyn Geraldine Teeling as Grantor Representative on 28/07/2022 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 Llewellyn Geraldine Teeling as Grantee Representative on 28/07/2022 11:29 AM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

EAST WEST DEVELOPMENTS LIMITED

Grantee

EAST WEST 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*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to drain water and sewage, right to convey water, electricity and telecommunications	B on DP 573542	Lot 8 DP 573542 (RT 1045632)	Lot 9 DP 573542 (RT 1045633)
Right to drain sewage	B on DP 573542	Lot 8 DP 573542 (RT 1045632)	Lots 10, 12 and 13 DP 573542 (RTs 1045634, 1045636 & 1045637)
	C & F on DP 573542	Lot 8 DP 573542 (RT 1045632)	Lot 13 DP 573542 (RT 1045637)
	D on DP 573542	Lot 9 DP 573542 (RT 1045633)	Lot 12 DP 573542 (RT 1045636)

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

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

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

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

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

~~{the provisions set out in Annexure Schedule _____}~~

Form 46

ANNEXURE SCHEDULE – CONSENT FORM

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent	Capacity and Interest of Person giving consent
WESTPAC NEW ZEALAND LIMITED	Mortgagee under Mortgage 12248954.2

Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to the registration of:

- the deposit of LT plan 573542 **attached** and all associated instruments; and
- land covenant in the form **attached**.

Dated this 27 day of June 2022

Attestation

Signed by the Person giving consent  signed by Nigel Cartwright Westpac New Zealand Ltd By its Attorney/s in the presence of	Signed in my presence by the Person giving consent  Signature of Witness Witness name: <u>Paul Cox</u> Occupation: <u>Bank Officer</u> Address: <u>Christchurch</u>
Signed by the Person giving consent Signature of Person giving consent	Signed in my presence by the Person giving consent Signature of Witness Witness name: _____ Occupation: _____ Address: _____

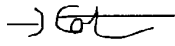
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Nigel Cartwright, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Nigel Cartwright

this 27 June 2022

View Instrument Details



Instrument No 12447462.8
Status Registered
Date & Time Lodged 10 August 2022 10:51
Lodged By Jeong, Diana Da-Woon
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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

1045626	Canterbury
1045627	Canterbury
1045628	Canterbury
1045629	Canterbury
1045630	Canterbury
1045631	Canterbury
1045632	Canterbury
1045633	Canterbury
1045634	Canterbury
1045635	Canterbury
1045636	Canterbury
1045637	Canterbury
1045638	Canterbury
1045639	Canterbury
1045640	Canterbury
1045641	Canterbury
1045642	Canterbury
1045643	Canterbury
1045644	Canterbury
1045645	Canterbury
1045646	Canterbury
1045647	Canterbury
1045648	Canterbury
1045649	Canterbury
1045650	Canterbury
1045651	Canterbury
1045652	Canterbury
1045653	Canterbury
1045654	Canterbury

Annexure Schedule Contains 10 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Llewellyn Geraldine Teeling as Covenantor Representative on 28/07/2022 11:47 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Llewellyn Geraldine Teeling as Covenantee Representative on 28/07/2022 11:47 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor**EAST WEST DEVELOPMENTS LIMITED****Covenantee****EAST WEST DEVELOPMENTS LIMITED****Grant of Covenant**

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Lots 2 to 30 on DP 573542	Lots 2 to 30 DP 573542 (RTs 1045626 to 1045654)	Lots 2 to 30 DP 573542 (RTs 1045626 to 1045654)

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

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

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

[Annexure Schedule].

Form L

Annexure Schedule

Page 2 of 8 Pages

Insert instrument type

Land Covenant

The Covenantor as registered owner of the land formerly contained in Record of Title 1010991 has subdivided that land into residential lots in the manner shown and defined on Deposited Plan 573542.

It is the Covenantor's intention to create, for the benefit of the lots contained in the Benefiting Lots (defined below), the land covenants set out in Schedule A (*Covenants*) over the lots contained in the Covenanting Lots (defined below) to the intent that:

- (i) the Covenanting Lots shall be bound by the stipulations and restrictions set out in the Covenants; and
- (ii) the Covenantee and the registered owners and occupiers for the time being of the Benefiting Lots may enforce the observance of the Covenants against the registered owners for the time being of the Covenanting Lots.

So as to bind the Covenanting Lots, and for the benefit of the Covenantee and the respective owners of the Benefiting Lots, the Covenantor DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule A so that the Covenants run with the Covenanting Lots for the benefit of the Covenantee and the respective owners of the Benefiting Lots.

PROVIDED HOWEVER that:

- (a) the Covenantee will not be required or obliged to enforce all or any of the stipulations and restrictions contained in the Covenants; and
- (b) the Covenantor will not be liable to the Covenantee for any breach of any of the Covenants by any of the other registered owners of the Covenanting Lots; and
- (c) the Covenantor will as regards the stipulations and restrictions contained in the Covenants be liable only in respect of breaches which occur while the Covenantor is the registered owner of any of the Covenanting Lots in respect of which any breach occurs.

SCHEDULE A

1 DEFINITIONS

In this instrument:

Benefiting Lots means lots 2 to 30 (inclusive) on Deposited Plan 573542 or any of them;

Covenanting Lots means lots 2 to 30 (inclusive) on Deposited Plan 573542 or any of them;

Developer means East West Developments Limited and includes its successors and assigns;

Form L

Annexure Schedule

Page 3 of 8 Pages

Insert instrument type

Land Covenant

Development means all of the land formerly or currently comprised in record of title 1010991 together with any services, roads, footpaths, verges, parks and reserves;

Erect or *Erected* means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

Height Restricted Lots means lots 2, 3, 4, 8 and 13 (inclusive) on Deposited Plan 573542 or any of them;

Improvements means any residential dwelling and associated buildings or structures, fencing and landscaping to be Erected or incorporated on any of the Covenanting Lots;

Land means all the land comprised in records of title 1045626 to 1045654 (inclusive);

Lots means lots 2 to 30 (inclusive) on Deposited Plan 573542 or any of them;

Relevant Authority means any corporation, including any government, local or regional territorial authority, statutory or non-statutory authority or body having jurisdiction over the Lots or the Development or any part thereof; and

Road Reserve means any land in the Development declared to be a road reserve; and

Satellite Dish means any satellite dish or other communication dish, device, antenna or aerial.

2 COVENANTS TO ENURE

The Covenantor for itself and its successors in title covenants and agrees with the Covenantee for the benefit of each and all of the Benefiting Lots and also separately with each and all of the registered owners of the Benefiting Lots to always observe and perform all of the agreements, stipulations and restrictions set out in the Covenants to the intent that they shall forever enure to benefit the Benefiting Lots.

3 SUBDIVISION

The Covenantor shall not subdivide (whether by fee simple titles, unit titles, cross leases or otherwise) any Covenanting Lot or effect a boundary adjustment to any Covenanting Lot.

4 DWELLING HEIGHT

The Covenantor shall not Erect a residential dwelling or any other Improvement on the Height Restricted Lots greater in height than a single storey

5 IMPROVEMENTS

- 5.1 The Covenantor must not Erect any Improvements on any Covenanting Lot without first obtaining all consents and permits required under any relevant legislation for such Improvements from the Relevant Authority. The Covenantor must comply and satisfy all terms and conditions in any such consents and permits.

Form L

Annexure Schedule

Page 4 of 8 Pages

Insert instrument type

Land Covenant

5.2 The Covenantor must (and must procure its contractors, subcontractors, employees and/or agents (as the case may be) to) complete construction of any Improvement (including all exterior coatings) within twelve (12) calendar months of the date on which construction commenced.

5.3 The Covenantor must not Erect any dwelling on any Covenanting Lot other than a residential dwelling house which has a minimum closed-in floor area of 180 square metres (including any closed-in lock up garage but excluding verandas, patios and other attached structures).

6 BUILDING MATERIALS

6.1 The Covenantor shall not use or allow to be used on any of the Covenanting Lots any second-hand building materials in the construction of or additions to any Improvement.

6.2 Any Improvement on the Covenanting Lot must use exterior colours that are, or that are similar to colours, widely used in residential housing in New Zealand.

7 LOT CONTROLS

7.1 All Improvements on the Covenanting Lot shall be located more than 5 metres from the road boundary of the Covenanting Lot.

7.2 All Improvements on the Covenanting Lot shall be located more than 1.5 metres from any boundary of the Covenanting Lot apart from the road boundary of the Lot (in respect of which clause 7.1 above shall apply).

8 FENCING

8.1 No fence on the boundary of the Covenanting Lot and any adjoining property shall exceed 1.8 metres in height. No fence other than the fence on the boundary of the Covenanting Lot and any adjoining property or the road boundary of the Covenanting Lot shall be located within 5 metres from the road boundary of the Covenanting Lot.

8.2 No fence may be Erected in corrugated iron, steel cladding or second-hand or demolition materials.

8.3 Where any fence or boundary wall situated on a Covenanting Lot has been defaced, damaged, destroyed or removed, the Covenantor must, within 15 working days, arrange for such fence or boundary wall to be repaired, restored or replaced (as the case may be) using the same or equivalent materials as the original fence or boundary wall so that the repaired, restored or replaced fencing or boundary wall is substantially the same in appearance, location and dimensions as the original fencing or boundary wall.

9 TEMPORARY OR ANCILLARY BUILDINGS

9.1 The Covenantor must not Erect or place on any Covenanting Lot any caravan, boat and/or boat trailer, mobile home or other temporary accommodation, hut or shed for permanent or temporary use of any kind except as follows:

Form L

Annexure Schedule

Page 5 of 8 Pages

Insert instrument type

Land Covenant

- (a) the Covenantor may Erect a temporary builder's shed or other utility shed that:
 - (i) is required during the course of construction of a residential dwelling on the Covenanting Lot; and
 - (ii) is removed from the Covenanting Lot before any person takes occupation of the residential dwelling on that Covenanting Lot and in any event within 12 months of commencement of construction of the residential dwelling provided that such shed cannot be used for residential accommodation at any time; and
 - (b) the Covenantor may Erect a garden shed on the Covenanting Lot, provided that such garden shed:
 - (i) must be constructed in new permanent materials, appropriately painted, or be a new proprietary brand, pre-coated with a factory colour finish that will not detract from the visual amenity of the Development and which is in keeping with the colour and nature of the residential dwelling situated on the Covenanting Lot; and
 - (ii) must not be more than one storey in height or exceed 30m² in floor area, and constitutes exempt building work in terms of Schedule 1 of the Building Act 2004.
- 9.2 Except as otherwise provided in this instrument, the Covenantor must not Erect any Improvement (other than landscaping and fencing) in the front yard of the Lot.
- 9.3 The Covenantor must not Erect on the Lot any carport, garage or other ancillary domestic building (including without limitation granny flats, conservatories and sunrooms) which is not incorporated into the primary residential dwelling.
- 10 SERVICES**
- 10.1 The Covenantor must not Erect on the Covenanting Lot or the Improvements any air-conditioning unit, any home heating fuel tanks, gas cylinders, external water heaters, air-conditioning units or similar appliances used to monitor or control the temperature, humidity, or climate within a dwelling, unless such appliance is not visible from any adjacent Benefiting Lot, road, access way, or pathway or is screened in such a manner that it does not detract from the visual amenity of the Development.
- 10.2 The Covenantor must not Erect any solar panels or pool heating devices on the roof of the dwelling unless such device is integrated with the roof design and colour and does not detract from the visual amenity of the Development.
- 10.3 The Covenantor must not Erect a Satellite Dish in the front yard of the Covenanting Lot or on any elevation of the residential dwelling or any other Improvement facing a public road. The Covenantor may Erect a Satellite Dish on the roof of the residential dwelling, provided that such Satellite Dish may not exceed 1.0 metre in diameter.

11 IMMOBILE VEHICLES AND RUBBISH

Form L

Annexure Schedule

Page 6 of 8 Pages

Insert instrument type

Land Covenant

The Covenantor will not:

- (a) bring onto or allow to remain on the Covenanting Lot or the Development any vehicle or rubbish (inorganic or organic) which is unsightly or which is likely to become a nuisance to the registered owners of the Benefiting Lots; nor
- (b) allow to remain on the Covenanting Lot or the Development for more than 7 days any equipment or machinery which is unsightly or which is likely to become a nuisance to the registered owners of the Benefiting Lots; nor
- (c) place or leave at any time any immobile or broken down vehicle on any road, road reserve or access way in the Development.

12 SIGNAGE

12.1 The Covenantor must not Erect on the Covenanting Lot:

- (a) any signage which exceeds 2m² in area;
- (b) more than one "builder's" sign at any one time (excluding signs required by current health and safety legislation and/or authorities); and
- (c) more than one "For Sale" or "For Rent" sign at any one time.

12.2 The Covenantor must ensure that any signage Erected on the Covenanting Lot:

- (a) will be of high quality sign writing; and
- (b) must not be handwritten.

13 MAINTENANCE OF IMPROVEMENTS

13.1 The Covenantor must keep and maintain the exterior appearance of any Improvement on a Covenanting Lot to a high standard of care and maintenance and in particular must:

- (a) keep and maintain the exterior of any Improvements situated on the Covenanting Lot in good and substantial tenantable repair and condition; and
- (b) regularly clean and paint the exterior of any Improvements as and when required to ensure the continued high standards of visual amenity within the Development.

13.2 The Covenantor must not paint or cause to be painted or otherwise coloured or stained the exterior of any Improvement or other structure on any Covenanting Lot with any colour which materially deviates from the original colour of the residential dwelling. This clause shall only apply for ten (10) years from the date the original paint colour was applied to any residential dwelling or other Improvement on the Covenanting Lot.

14 LANDSCAPING

Form L

Annexure Schedule

Page 7 of 8 Pages

Insert instrument type

Land Covenant

14.1 The Covenantor must keep the Covenanting Lot in a neat, tidy and well maintained condition and free of weeds and rubbish and will not permit the growth of grass or other vegetation on the Covenanting Lot to the stage where it becomes long or unsightly, with grass or weeds on the Covenanting Lot not to exceed 150mm in height. The Covenantor must not deposit, hold, store or leave on the Covenanting Lot or the berm (being the area between the boundary of the Covenanting Lot and the curb of the adjacent road or access way) (*Berm*) any excavation material, spoil, fallen trees, rubbish, garbage, builders' waste or other similar substances whatsoever.

14.2 Should the Covenantant notify the Covenantor that rubbish removal, slashing, maintaining or clearing of the Covenanting Lot or Berm is necessary to maintain the tidy presentation of the Development, the Covenantor must carry out the works within 10 working days. If the Covenantor fails to comply with the request to remove rubbish, slash, maintain or clear, the Covenantant may employ a contractor to carry out the rubbish removal, slashing, maintaining or clearing and the Covenantor must pay the Covenantant for the cost incurred within 10 working days of receipt of an invoice from the Covenantant setting out the cost incurred.

15 BREACH OF COVENANTS

15.1 If there should be any breach or non-observance on the Covenantor's part of any of the Covenants and without prejudice to any other liability which the Covenantor may have to the Covenantant and any person or persons having the benefit of the Covenants the Covenantor will upon written demand being made by the Covenantant:

- (a) pay to the Covenantant as liquidated damages the sum of \$100 for each day that the breach continues as the Covenantor's and Covenantant's estimate of actual damages suffered as a consequence of such breach with the actual damages to be resolved by agreement, arbitration or litigation and appropriate adjustments paid; and/or
- (b) upon receiving reasonable notice from the Covenantant remedy any breach if capable of remedy on terms and conditions imposed by the Covenantant which may involve being required to remove any structure or building material which breaches the terms of the Covenants; and/or
- (c) allow the Covenantant the right to lodge a caveat against the Covenanting Lot in breach to protect the sum of any unpaid debt owing to the Covenantant on the basis that any unpaid debt shall be deemed to constitute a contractual charge over the Covenanting Lot owing to the Covenantant until such time that any debt is fully discharged or otherwise satisfied. The Covenantor shall if called upon by the Covenantant give the Covenantant a registrable mortgage in the standard Auckland District Law Society 'All Obligations' mortgage form over the Covenanting Lot to secure those moneys.

15.2 All expenses and costs incurred in enforcing the Covenants, shall constitute a debt due that shall be a charge against the Covenanting Lot and shall be recoverable as liquidated damages.

Form L	
Annexure Schedule	Page 8 of 8 Pages
Insert instrument type	
Land Covenant	

16

SEVERABILITY

If any part of this instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this instrument.

Form 46

ANNEXURE SCHEDULE – CONSENT FORM

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent

WESTPAC NEW ZEALAND LIMITED

Capacity and Interest of Person giving consent

Mortgagee under Mortgage 12248954.2

Consent

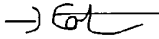
Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to the registration of:

- the deposit of LT plan 573542 **attached** and all associated instruments; and
- land covenant in the form **attached**.

Dated this 27 day of June 2022

Attestation

Signed by the Person giving consent



signed by Nigel Cartwright
Westpac New Zealand Ltd
By its Attorney/s
in the presence of

Signed in my presence by the Person giving consent



Signature of Witness

Witness name: Paul Cox

Occupation: Bank Officer

Address: Christchurch

Address:

Signed by the Person giving consent

Signature of Person giving consent

Signed in my presence by the Person giving consent

Signature of Witness

Witness name:

Occupation:

Address:

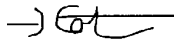
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Nigel Cartwright, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Nigel Cartwright

this 27 June 2022

Land Information Memorandum L261358

Application

A + S Real Estate	No.	L261358
A + S Real Estate Limited	Application date	04/06/2026
41E South terrace	Issue date	10/06/2026
Darfield 7510	Phone	0277484093

Property

Valuation No.	2420010948
Location	10 Owen Drive, Darfield
Legal Description	Lot 12 DP 573542
Owner	Clearwater Homes Limited
Area (hectares)	0.0943

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	\$280,000.00
Improvements	\$0.00
Capital Value	\$280,000.00

Current Rates Year 2025 to 2026

Annual Rates	\$2,249.05
Current Instalment	\$539.25
Current Year - Outstanding Rates	\$2,334.25
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 235395

Global Consent To Connect To Reticulated Wastewater - Redundant On Site System
(old Fields Estate, Darfield)

Decision Notified 03/08/2023

Granted By Local Authority Officer 03/08/2023

Resource Consent 215432

To Undertake A Two Lot Subdivision. L/u Rc215433

Section 224 Issued 15/09/2021

Granted By Local Authority Officer 16/07/2021

Resource Consent 215573

To Undertake A Subdivision Creating 29 Lots.

Section 224 Issued 08/08/2022

Granted By Local Authority Officer 24/09/2021

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

Reference: DEV-DA1

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

A resource consent may not be required to establish a residential unit on this property subject to compliance with the provisions of the District Plan. For further information visit <https://eplan.selwyn.govt.nz/review> or contact the duty planner on 0800 SELWYN (0800735996).

Building

There are no known buildings sited on this property at the time of issuing this report.

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 but not connected.

This property has metered water supply not 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 available, but not connected.

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 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

Soak hole

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

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

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

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

Owen Drive is a formed and sealed local road maintained by Selwyn District Council.

Natural Hazards

This section sets out information that the Council holds relating to natural hazards, such as earthquake, tsunamis, 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 on 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%272420010948%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.

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/Waikirikiriri 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)	193m	-
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: 10/06/2026

LIM Report Legend

Base Layers

- Road
 - Road
- Railway
 - Railway
- District Boundary
 - District Boundary
- Township Boundary
 - Township Boundary
- Ratepayer Information
 - Ratepayer Information

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
- SITE
- 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

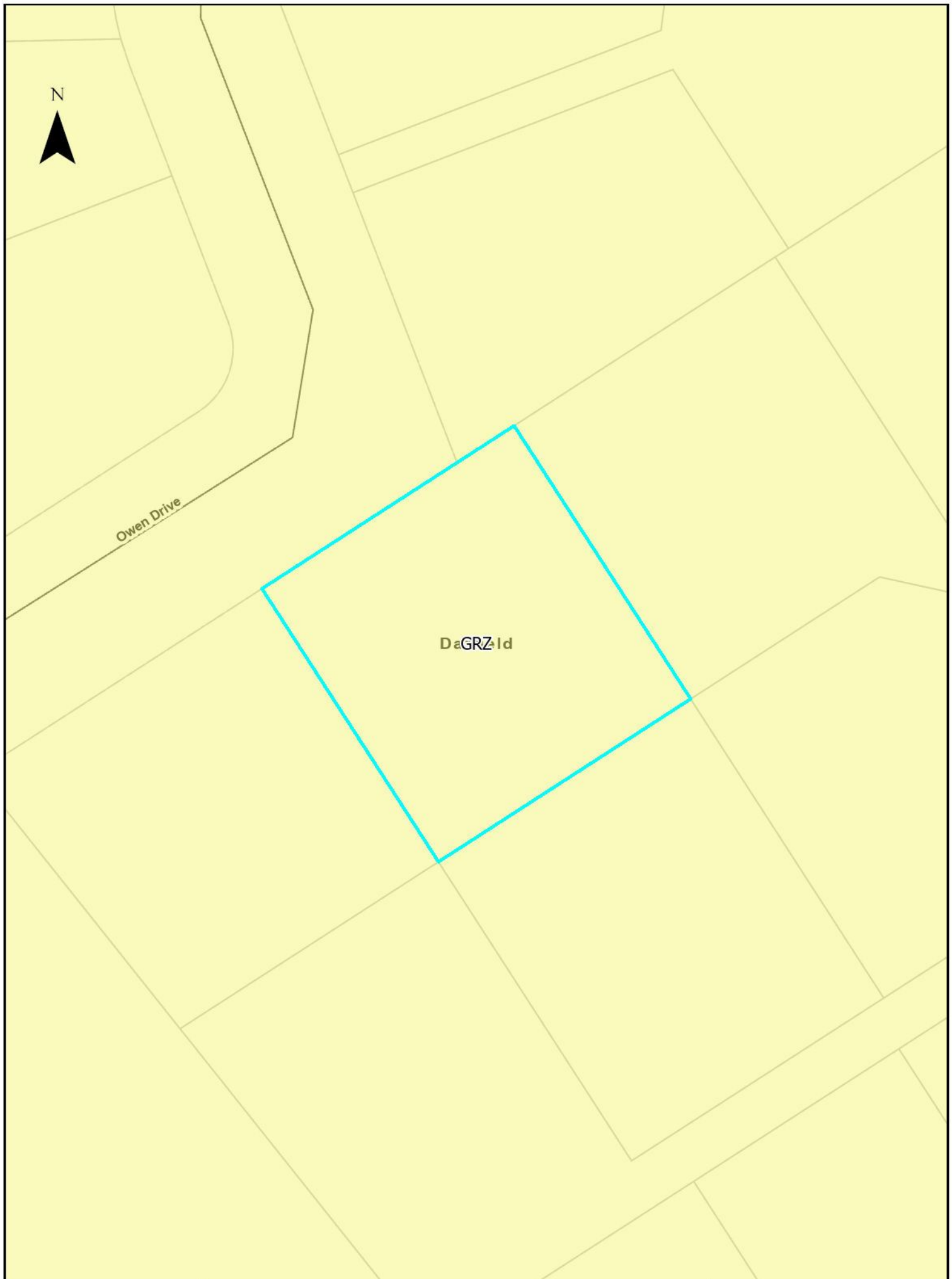
Greendale Fault

- 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 - 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.

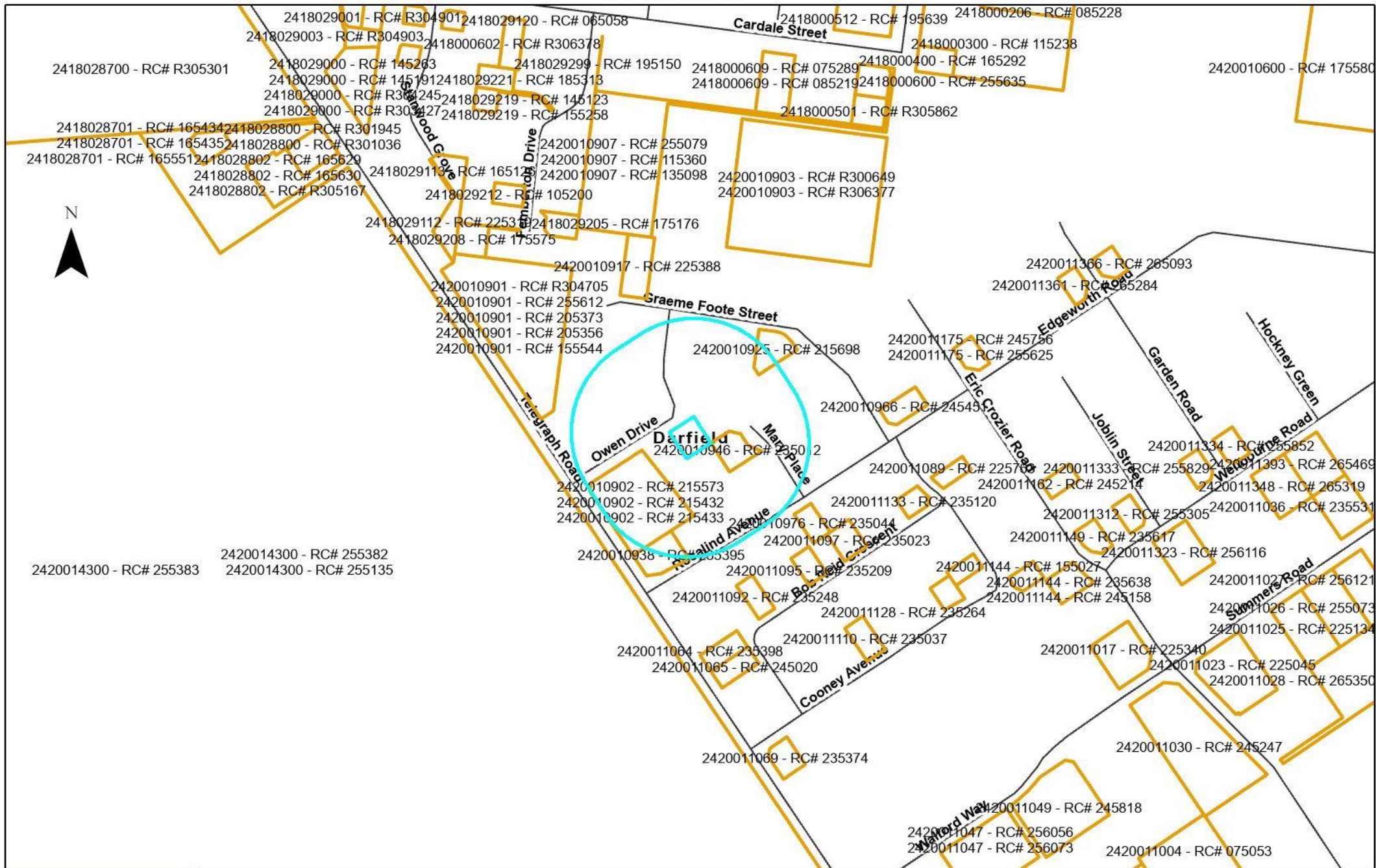
Resource Consent Status Codes:

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

2420010948



Assessment_ID	RC Number	Proposal	Decision Date
2420010902	215433	To retain the existing garage in a non complying position on Lot 1 of subdivision consent 215432	2021-07-16
2420010902	215573	To undertake a subdivision creating 29 lots.	2021-09-24
2420010902	215432	To undertake a two lot subdivision. L/U RC215433	2021-07-16
2420010925	215698	To construct a second vehicle crossing serving a residential property which does not comply with the required setbacks between vehicle crossings.	2021-09-28
2420010938	235395	Global consent to connect to reticulated wastewater - redundant on site system (Old Fields Estate, Darfield)	2023-08-03
2420010946	235012	To establish a non-compliant vehicle crossing.	2023-01-27



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?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

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

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

We welcome any feedback you have on this publication.

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

Key things to know about sale and purchase agreements

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

What a sale and purchase agreement is

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

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

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

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

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

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

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

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

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

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

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

About settled.govt.nz



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

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

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

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

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

For more information

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



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

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

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

What we do

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

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

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

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

For more information

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



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

