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.

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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 **CB34D/190**
Land Registration District **Canterbury**
Date Issued 19 August 1991

Prior References
CB9K/1463

Estate Fee Simple
Area 6.6859 hectares more or less
Legal Description Lot 2 Deposited Plan 58575
Registered Owners
Aaron Bruce Harvey as to a 1/2 share
Hilary Jayne Harvey as to a 1/2 share

Interests

950439.11 Easement Certificate specifying the following easements - 19.8.1991 at 11.52 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Lot 2 Deposited Plan 58575 - herein	A DP 58575	Lot 1 Deposited Plan 58575 - CT CB34D/189	
Convey water	Lot 2 Deposited Plan 58575 - herein	Herein	Lot 1 Deposited Plan 58575	
Convey water	Lot 2 Deposited Plan 58575 - herein	Herein	Lot 3 Deposited Plan 58575 - CT CB34D/191	

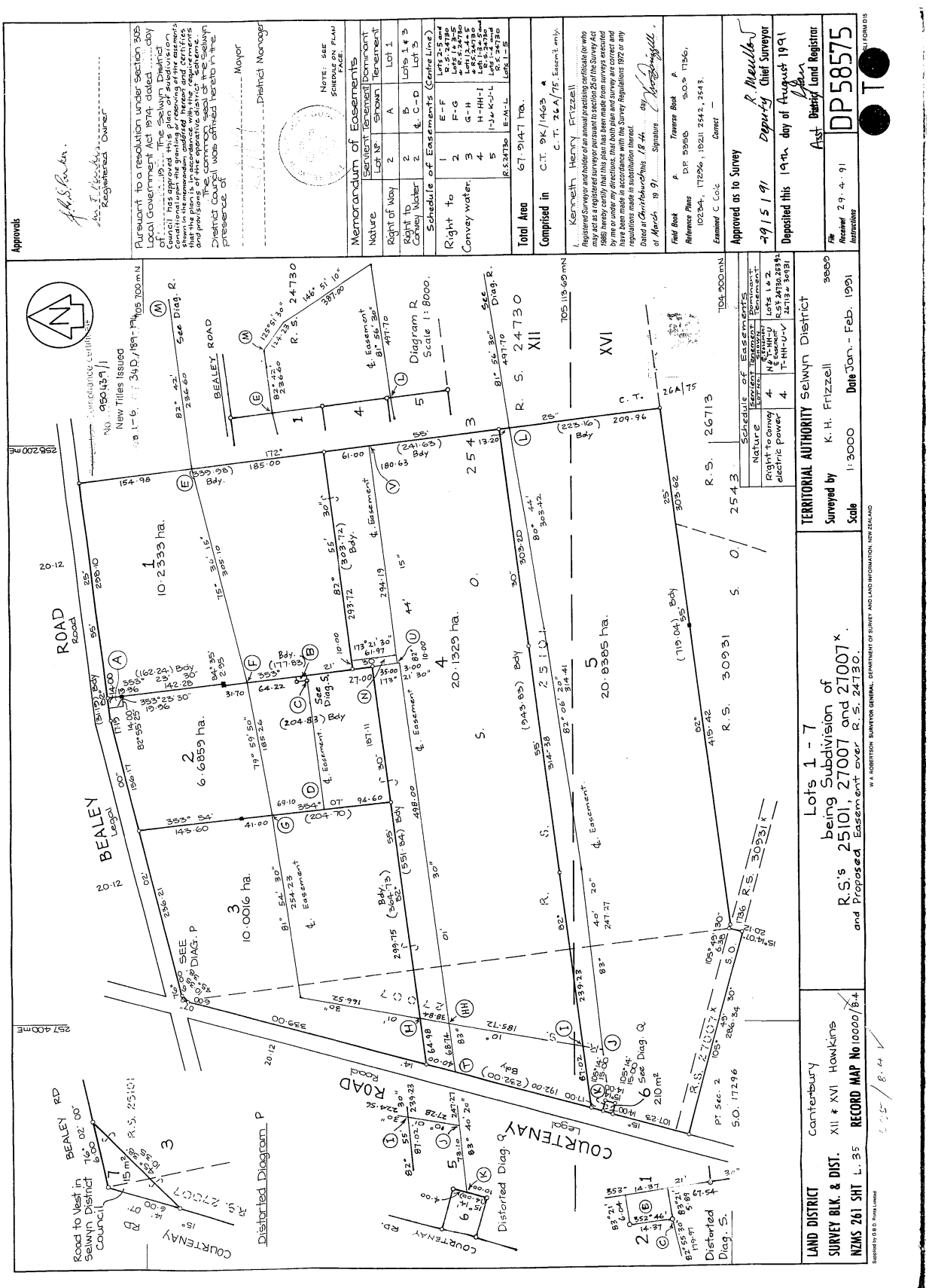
The easements in Easement Certificate 950439.11 when created will be subject to Section 309(1)(a) Local Government Act 1974

963171.12 Transfer creating the following easements - 4.11.1991 at 11.44 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Lot 1 Deposited Plan 58575	
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Lot 3 Deposited Plan 58575	
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Lot 4 Deposited Plan 58575	
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Lot 5 Deposited Plan 58575	
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Lot 6 Deposited Plan 58575	
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Rural Section 24730	
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Rural Section 25392	

Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Rural Section 26713
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Rural Section 30931
Convey water	Lot 2 Deposited Plan 58575 - herein	Part herein	Rural Section 30931X
Convey water	Lot 1 Deposited Plan 58575	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Lot 3 Deposited Plan 58575	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Lot 4 Deposited Plan 58575	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Lot 5 Deposited Plan 58575	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Rural Section 24730	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Rural Section 26713	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Rural Section 30931X	Part	Lot 2 Deposited Plan 58575 - herein
Convey electrical power	Lot 4 Deposited Plan 58575 - CT CB34D/192	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Rural Section 25392	Part	Lot 2 Deposited Plan 58575 - herein
Convey water	Rural Section 30931	Part	Lot 2 Deposited Plan 58575 - herein

12101919.2 Mortgage to Bank of New Zealand - 30.4.2021 at 11:26 am


Approvals
Pursuant to a resolution under Section 305 Local Government Act 1974, dated ____ day of ____ 19__. The Selwyn District Council has approved this plan of subdivision. Conditional upon the granting or reserving of the easements shown in the memorandum of easements and the fulfilment of the conditions listed in the memorandum hereon and the requirements and provisions of the operative district scheme.
The common seal of the Selwyn District Council was affixed hereto in the presence of
Mayor
District Manager
NOTE: SEE SCHEDULE ON PLAN SHEET
Memorandum of Easements
Nature | Servient Tenement Lot No | Dominant Tenement shown
Right of Way | 2 | A | Lot 1
Right to Convey Water | 2 | B, C-D | Lots 1 & 3
Lot 3
Schedule of Easements (Centre Line)
Right to Convey water. | 1 | E-F | Lots 2-5 and R.S. 24730
2 | F-G | Lots 1 & 3 and R.S. 24730
3 | G-H | Lots 1 & 3 and R.S. 24730
4 | H-HH-I-J-K-J-L | Lots 1 & 3 and R.S. 24730
5 | E-M-L | Lots 1 - 5
R.S. 24730
Total Area 67.9147 ha.
Comprised in C.T. 9K/1463 & C.T. 26A/75. Easements only.
I, Kenneth Henry Frizzell
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor under section 15 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Christchurch this 18th day of March 19 91. Signature
Field Book P Traverse Book P
Reference Plans DP 5958, 5059, 17360, 10284, 17296, 18211, 2542, 2543.
Examined C Cole Correct —
Approved as to Survey
29/5/91 Deputy Chief Surveyor
Deposited this 19th day of August 1991
Asst District Land Registrar
File
Received 29.4.91
Instructions
DP 58575
Schedule of Easements
Nature | Lots Affected | Servient Tenement | Dominant Tenement
Right to convey electric power | 4 | N & T-HH-U-V Easement | Lots 1 & 2 R.S. 24730, 25391, 26713 & 30931
4 | T-HH-U-V Easement
BEALEY ROAD
COURTENAY ROAD
Lots 1 - 7 being Subdivision of R.S.'s 25101, 27007 and 27007 x and Proposed Easement over R.S. 24730.
TERRITORIAL AUTHORITY Selwyn District
Surveyed by K. H. Frizzell
Scale 1:3000 Date Jan. - Feb. 1991
LAND DISTRICT Canterbury
SURVEY BLK. & DIST. XII & XVI Hawkins
NZMS 261 SHT L.35 RECORD MAP No 10000/8.4
W. A. ROBERTSON SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND
Supplied by G.B.D. Prints Limited
Road to Vest in Selwyn District Council
Distorted Diagram P
Distorted Diag. Q
Diagram R
Scale 1:8000.

9504391.1 EC

Approved by the District Land Registrars: North Auckland 422175, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

EASEMENT CERTIFICATE

(**IMPORTANT**: Registration of this certificate does not of itself create any of the easements specified herein).

XX JEREMY RICHARD STAVERS PARKER of Christchurch, Farmer and MARGARET JANE PARKER his wife as tenants in common in equal shares

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Christchurch** on the day of 19 under No. **58575** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE

DEPOSITED PLAN NO. 58575

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 2 DP 58575	A	Lot 1 DP 58575	OLD CT 9K/1463
Right to Convey Water	Lot 2 DP 58575	B	Lots 1 and 2 DP 58575	9K/1463
Right to Convey Water	Lot 2 DP 58575	B and centre Line C to D	Lot 3 DP 58575	9K/1463

N.B. On no account should this margin be used

N.B. On no account should this margin be used

LT31

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

THE following rights and powers are in substitution for those set out in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952:

The full, free, uninterrupted and unrestricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants and any other person lawfully entitled so to do) for the purposes of the easement concerned:

With the consent of the grantor and subject to such terms and conditions agreed between the grantor and the grantee, to

(a) To use any well, pump, accessories (including electrical supply systems) or any line of pipes already laid in the stipulated position or on the stipulated course or any well, pump, accessories, pipe or pipes in replacement or in substitution for all or any of the said well, pump, accessories or pipes:

(b) Where no such pump or accessories exist, to install, fix, lay, place and maintain or to have installed, fixed, laid, placed and maintained a pump and all reasonably necessary accessories suitable for the purpose of delivering water to the grantees land:

(c) Where no such line of pipes exist, to lay, place and maintain or to have laid, placed and maintained a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose:

(d) In order to construct or maintain the efficiency of any such well, pump, accessories or pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or where only the position of the well, pump, accessories or pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the well, pump, accessories or pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Nil

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 16th day of August 1991

Signed by the above-named **JEREMY RICHARD STAVERS PARKER and MARGARET JANE PARKER**

J.R.S. Parker.

M.J. Parker

in the presence of

Witness .....

Occupation Solicitor

Address Napier

EASEMENT CERTIFICATE

IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

Correct for purposes of the Land Transfer Act

J.R.S. & M.J. PARKER

(Solicitor for) the registered proprietor

N.B. On no account should this margin be used

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 309(1)(a) LOCAL GOVERNMENT ACT 1974.

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below.

District Land Registrar
Assistant
of the District of .....

LAND REGISTRY CANTERBURY

ARTICULARS ENTERED

11.52 19.AUG91 C 950439/1

Davidson Armstrong & Campbell,
Solicitors,
Waipukurau.

693171/2

963171.12 TE

MEMORANDUM OF TRANSFER

WHEREAS the parties named and described in the First Schedule hereto are registered as proprietors of adjoining land which are all supplied by a ring feed water system comprising pipes amd accessories AND WHEREAS an electrical supply line crosses part of the said lands for the benefit of some (but not all) of the said registered proprietors AND WHEREAS the parties to this Memorandum of Transfer are the registered proprietors of the lands more particularly described and identified in the Second Schedule hereto AND WHEREAS the said registered proprietors have agreed among themselves to grant each other in various combinations the ~~to be forever appurtenant to the lands described in the Second Schedule~~ rights, liberties and easements herein contained NOW THEREFORE in consideration and pursuant to these premises this Memorandum of Transfer witnesses as follows:-

1. THE first party and their successors in title hereby transfer and grant unto the second, third, fourth, fifth and sixth parties (and their respective successors in title) the full free uninterrupted right in common with the first party all those rights liberties and easements implied in Sections 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 subject always to those further terms, conditions or restrictions more particularly set out in clauses 15 to 18 (inclusive) hereof.

to be forever appurtenant to the 2nd, 3rd, 4th, 5th and 6th land

(being right to convey water)

2. THE second party and their successors in title hereby transfer and grant unto the first party and the third, fourth, fifth and sixth parties (and their respective successors in title) the full free uninterrupted right in common with the second party all those rights liberties and easements implied in Sections 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 subject always to those further terms, conditions or restrictions more particularly set out in clauses 15 to 18 (inclusive) hereof.

to be forever appurtenant to the 1st, 3rd, 4th, 5th and 6th land

(being right to convey water)

3. THE third party and their successors in title hereby transfer and grant unto the first, second, fourth, fifth and sixth parties (and their respective successors in title) the full free uninterrupted right in common with the third party all those rights liberties and easements implied in Sections 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 subject always to those further terms, conditions or restrictions more particularly set out in clauses 15 to 18 (inclusive) hereof.

34D/191 to 34D/189 190 192 193 194 26A/75

to be forever appurtenant to the 1st, 2nd, 4th, 5th and 6th land

(being right to convey water)

4. THE fourth party and his successors in title hereby transfer and grant unto the first, second, third, fifth and sixth parties (and their respective successors in title) the full free uninterrupted right in common with the fourth party all those rights liberties and easements implied in Sections 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 subject always to those further terms, conditions or restrictions more particularly set out in clauses 15 to 18 (inclusive) hereof.

34D/192 to 34D/189 190 191 193 194 26A/75

to be forever appurtenant to the 1st, 2nd, 3rd, 5th and 6th land

(being right to convey water)

5. THE fifth party and their successors in title hereby transfer and grant unto the first, second, third, fourth and sixth parties (and their respective successors in title) the full free uninterrupted right in common with the fifth party all those rights liberties and easements implied in Sections 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 AND the full, free, uninterrupted right in common with the fifth party to take and convey water from that part of the land described as Lot 6 on Deposited Plan 58575 (hereinafter called "the said plan") subject always to those further terms, conditions or restrictions more particularly set out in clauses 15 to 18 (inclusive) hereof.

34D/193 to 34D/189 190 192 26A/75

to be forever appurtenant to the 1st, 2nd, 3rd 4th and 6th land

(being right to convey water)

6. THE sixth party and her successors in title hereby transfer and grant unto the first, second, third, fourth and fifth

26A/75 to 34D/189 to 190

to be forever appurtenant to the 1st, 2nd, 3rd, 4th and 5th land parties (and their respective successors in title) the full free uninterrupted right in common with the sixth party all those rights liberties and easements implied in Sections 2 (being right to convey water) and 5 of the Seventh Schedule of the Land Transfer Act 1952 subject always to those further terms, conditions or restrictions more particularly set out in clauses 15 to 18 (inclusive) hereof.

7. (a) THE fourth party and his successors in title hereby to be forever appurtenant to the 1st and 2nd land transfer and grant unto the first and second parties (and their respective successors in title) the full free uninterrupted right in common with the fourth party to convey electrical power across the fourth land by means of wires or cables securely fixed to poles or standards erected above or beneath the fourth land with the line of such electrical wires or cables to follow that line more particularly marked N and T to HH to U on Deposited Plan 58575 (hereinafter called 'the said plan") AND the full, free, uninterrupted right in common with the fourth party to enter upon the fourth land from time to time at all reasonable times (except in the case of emergencies) either themselves or by their servants agents or workmen with or without implements as may be necessary for the purposes of opening up the soil of the fourth land for the purposes of laying and inspecting, repairing maintaining or renewing the said electrical power wires cables poles standards (including any replacements whatsoever thereof)

34D/192 to 34D/189 190

(b) THE fourth party and his successors in title hereby To be forever appurtenant to the 6th land transfer and grant unto the sixth party (and her respective successors in title) the full free uninterrupted right in common with the fourth party to convey electrical power across the fourth land by means of wires or cables securely fixed to poles or standards erected above or beneath the

fourth land with the line of such electrical wires or cables to follow that line more particularly marked T to HH to U to V on the said plan AND the full, free, uninterrupted right in common with the fourth party to enter upon the fourth land from time to time at all reasonable times (except in the case of emergencies) either themselves or by their servants agents or workmen with or without implements as may be necessary for the purposes of opening up the soil of the fourth land for the purposes of laying and inspecting, repairing maintaining or renewing the said electrical power wires cables poles standards (including any replacements whatsoever thereof)

8. THE first, second, third, fourth, and sixth parties and their respective successors in title hereby further ~~transfer and grant unto~~ covenants with the fifth party (and their successors in title) the full, free, uninterrupted right to enter upon the first, second, third, fourth, and sixth land from time to time at all reasonable times either by themselves or by their servants agents or workman for the purpose of reading the water meters referred to in clause 17.

9. THE line of pipes to which clause 1 hereof applies is that running in under or across the first land from the point marked E to the point marked F on the said plan.

10. THE line of pipes to which clause 2 hereof applies is that running in under or across the second land from the point marked F to the point marked G on the said plan.

11. THE line of pipes to which clause 3 hereof applies is that running in under or across the third land from the point marked G to the point marked H on the said plan.

12. THE line of pipes to which clause 4 hereof applies is that running in under or across the fourth land from the point

marked H to the point marked HH thence to the point marked I on the said plan.

13. THE line of pipes to which clause 5 hereof applies is that running in under or across the fifth land from the point marked I to the point marked J and from the point marked K thence to the point marked J to the point marked L on the said plan.

14. THE line of pipes to which clause 6 hereof applies is that running in under or across the sixth land from the point marked E to the point marked M to the point marked L.

15. THE existing line of pipes referred to in clauses 8 to 14 hereof inclusive laid on the lands referred to in those clauses are generally along the centre lines from and to the points referred to in the said clauses 9 to 14 (inclusive) shall be deemed to comply in all respects with these presents.

16. THE parties hereto agree that the grants of easements for the supply of water to the sixth land as set out in clauses 1 to 5 (inclusive) hereof are limited to the supply of water for domestic purposes for the sixth land and not for irrigation thereon.

17. THE parties hereto agree as follows:

(a) The line of pipes referred to in clauses 9 to 14 (inclusive) shall be deemed a ring main. Upon making a payment to the fifth party in the sum of $1,000.00 together with Goods and Services Tax thereon, each of the first, second, third, fourth and sixth parties shall forthwith become entitled to attach one branch supply line to the ring main for the purposes of supplying water to their respective properties pursuant to the grants of easements contained in this Memorandum of Transfer, and

(b) The fifth party shall ~~only~~ supply water to the fifth land by way of branch line(s) attached to the ring main, or directly from Lot 6 DP58575

(c) When installing a branch line, each party (excluding the fifth party) shall also instal and maintain at their own cost, an effective water meter at the junction of the branch line referred to in the preceeding clause/with the ring main, and 17(a)

(d) None of the parties hereto (excluding the fifth party) shall attach more than one metered branch supply line to the ring main UNLESS that party's land is further sub-divided in which case clauses 17(m), 17(mm) and 17(n) apply.

(e) Each of the parties shall pay for the water delivered to their respective land by the amount determined from regular water meter readings taken from the meters referred to in Clause 17(c).

(f) The fifth party shall be responsible for running and maintaining the water pump and accessories located on Lot 6 of the said plan from which the said ring main is supplied and each year the fifth party shall fix the unit rate to be paid by the parties hereto for the amount of water delivered through the water meters referred to in the preceeding clause.

(g) The unit rate referred to in the preceeding clause shall be determined by reference to all the reasonable costs of obtaining the necessary water rights and administration and of running and maintaining the said source of supply, water pump, accessories and ring main.

(h) If at any time between the 6th day of September 1991 and the 5th day of September 1993 (in clause 17(i) called

"the initial period") the fifth party determines that significant capital expenditure is required to replace the water pump and/or accessories located on Lot 6 Deposited Plan 58575 or the ring main or any part thereof then the parties hereto shall each contribute to those costs on such basis as is determined by agreement between the parties or failing agreement, by arbitration pursuant to clause 18 hereof;

(i) If the fifth party determines that significant capital expenditure is required at any time after the initial period to replace the water pump and/or accessories located on Lot 6 Deposited Plan 58575 or the ring main or any part thereof then the parties* who have installed branch lines shall each contribute to 80% of those costs in proportion to the amount of water used during the preceeding twelve (12) months as determined by readings taken from all of the meters installed in the branch line attached to the ring main with the remaining 20% of those costs being borne by the fifth party.

* other than the fifth party

(j) There is no obligation or liability on the part of the fifth party to provide an alternative supply of water or to augment the existing source if for some reason beyond the control of the fifth party, the water supply becomes inadequate as to either quality and/or quantity UNLESS the deterioration in either quality or quantity has been caused by the acts or ommissions of the fifth party in which case clause 17(k) applies.

(k) Any damage caused to the said water source, water pump, accessories or ring main as a result of the activities of any of the parties hereto shall be promptly repaired, reinstated and/or made good at the cost of the party who caused the damage.

(l) Payment for water supplied pursuant to these grants of easements shall be made on invoices issued by or on behalf of the fifth party and if any amount is outstanding after 14 days from the date of the invoice then the parties hereto agree and acknowledge that the fifth party shall be entitled to charge interest on the unpaid amount calculated on the basis of a formula being the basic rate of interest charged by the National Bank of New Zealand Limited plus a margin of 5% for the period running from the date of the invoice down to the actual date of payment in full.

(m) If any of the lands described in the Second Schedule (excluding the Sixth Land) are subdivided then the party subdividing may attach at least one additional metered branch line to the ring main per new allotment and the party subdividing shall pay a connection fee to the fifth party of an amount agreed between the party subdividing and the fifth party.

(n) Any registered proprietor receiving water by way of additional branch lines shall in all respects be bound by the terms and conditions of this Memorandum of Transfer and shall be liable to pay the unit rates for water determined by Clauses 17(e) and (f).

17(mm) In the event that the sixth land is subdivided, the sixth party shall be entitled to instal an additional branch lines for domestic supply to each allotment on the subdivision up to a maximum of four additional branch lines

18. THAT the parties hereto further agree that if any difference or controversy shall arise between the parties hereto touching these presents or any clause matter or thing hereby contained or in the construction hereof or anything to be done under any of the provisions herein contained or in any matter in any way connected with these presents or the operation hereof or the rights duties and liabilities of either

party then in such case the matter in dispute or controversy shall be referred to a single arbitrator and if the parties are unable to agree upon a single arbitrator then to two different persons one to be chosen by each party or their umpire pursuant to and so as with regard to the mode and consequent of the reference and in all other respects to conform to the provisions in that behalf contained in The Arbitration Act 1908 or any other like provisions for the time being in force in New Zealand.

FIRST SCHEDULE

FIRST PARTY: MARK WILLIAM WALKER of Christchurch, Joiner and MARY ELIZABETH WALKER his wife

SECOND PARTY: WILLIAM THOMAS BRUCE TURNHAM, Stock Agent and LEXIE ANN TURNHAM, Registered Nurse both of Darfield

THIRD PARTY: DAVID FARQUHAR KIRKMAN, Photolitographer and CUSHLA MILDRED ROSE KIRKMAN, Assistant Manager both of Christchurch

FOURTH PARTY: DAVID ROSS McCONCHIE of Kirwee, Aircraft Engineer

FIFTH PARTY: GEOFFREY IAN BARNETT ~~of Christchurch~~, ~~Centre~~ Property Manager and TANIA MARIE BARNETT ~~his wife~~ Retail Manager both of Christchurch

SIXTH PARTY: ANN MARY SEATON of Aylesbury, Married Woman

SECOND SCHEDULE

THE first party are registered as proprietors in an estate in fee simple in ALL THAT parcel of land containing 10.2333 hectares more or less being Lot 1 on Deposited Plan 58575 and being all the land in Certificate of Title Volume 34D Folio 189 (Christchurch Registry) SUBJECT TO Easement Certificate 950439/11 (hereinafter called "the First Land")

THE second party are registered as proprietors in an estate in fee simple in ALL THAT parcel of land containing 6.6859 hectares more or less being Lot 2 on Deposited Plan 58575 and being all the land in Certificate of Title Volume 34D Folio 190 (Christchurch Registry) SUBJECT TO Easement Certificate 950439/11 (hereinafter called "the Second Land")

THE third party are registered as proprietors in an estate in fee simple in ALL THAT parcel of land containing 10.0016 hectares more or less being Lot 3 on Deposited Plan 58575 and being all the land in Certificate of Title Volume 34D Folio 191 (Christchurch Registry) SUBJECT TO Easement Certificate 950439/11 (hereinafter called "the Third Land")

THE fourth party is registered as proprietors in an estate in fee simple in ALL THAT parcel of land containing 20.1329 hectares more or less being Lot 4 on Deposited Plan 58575 and being all the land in Certificate of Title Volume 34D Folio 192 (Christchurch Registry) (hereinafter called "the Fourth Land")

THE fifth party are registered as proprietors in an estate in fee simple in ALL THOSE parcels of land containing FIRSTLY 20.8385 hectares more or less being Lot 5 on Deposited Plan 58575 and being all the land in Certificate of Title Volume 34D Folio 193 (Christchurch Registry) AND SECONDLY 210 metres square more or less being Lot 6 on Deposited Plan 58575 and being all the land comprised and described in Certificate of Title Volume 34D Folio 194 (hereinafter called "the Fifth Land")

THE sixth party is registered as proprietor in an estate in fee simple in ALL THAT parcel of land containing 161.1836 hectares more or less being Rural Sections 24730, 25392, 26713, 30931 and 30931X and being all the land comprised and described in Certificate of Title Volume 26A Folio 75 (Christchurch Registry) (hereinafter called "the Sixth Land")

DATED this 6TH day of SEPTEMBER 1991.

SIGNED by MARK WILLIAM WALKER and MARY ELIZABETH WALKER in the presence of:

M.E. Walker

SIGNED by WILLIAM THOMAS BRUCE TURNHAM and LEXIE ANN TURNHAM in the presence of:

W.A. Turnham.

J. Humphreys
Solicitor
Christchurch

David Renton

SIGNED by DAVID FARQUHAR KIRKMAN and CUSHLA MILDRED ROSE KIRKMAN in the presence of:

David Kirkman.
Cushla Kirkman

Solicitor
Christchurch

SIGNED by DAVID ROSS McCONCHIE in the presence of:

D McConchie

Law Clerk to Taylor Shaw
Solicitors
Christchurch

SIGNED by GEOFFREY IAN BARNETT and TANIA MARIE BARNETT in the presence of:

M M Barnett.

Solicitor
Christchurch

SIGNED by ANN MARY SEATON in the presence of:-

A M. Seaton

Solicitor
Christchurch

Correct for the purposes of the Land Transfer Act 1952

.....
Solicitor for the ~~Second~~ First Partys

REGISTERED
Regd in Duplicate

11.44 04.NOV91 C 963171/12

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR.....

FEES PAID HEREON
AVAILABLE
TO 2/12/91
A.L.R.

Land Information Memorandum L262456

Application

Rachel Williams		**No.**	L262456
A + S Real Estate Limited		**Application date**	29/09/2026
41E South terrace		**Re-Issue date**	09/10/2026
Darfield 7510		**Phone**	0277484093

Property

Valuation No.	2419023902
Location	515 Bealey Road
Legal Description	LOT 2 DP 58575 BLK XII HAWKINS SD -SUBJ TO R/W
Owner	Harvey Hilary Jayne and Harvey Aaron Bruce
Area (hectares)	6.6859

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		$620,000.00
Improvements		$660,000.00
Capital Value		$1,280,000.00

Current Rates Year 2026 to 2027

Annual Rates	$5,690.15
Current Instalment	$1,422.55
Current Year - Outstanding Rates	$1,405.37
Arrears for Previous Years	$0.00

Next Instalment Due 15/12/2026

Next Revaluation Due 2027

Please note: The rates information in this report is current as at the date of issue only. Rates balances may change after that date. Property owners requiring confirmation of the current rates balance, including for settlement purposes, should contact Council's Rates Team directly.

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, 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 rural zone
Operative District Plan Zoning: Outer Plains

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

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 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

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

SCA-RD2

Building

Building Consent 061980
Farm Building
Code Compliance Certificate Issued 01/04/2009

Building Consent 061981
Farm Building
Code Compliance Certificate Issued 01/04/2009

Building Consent 151793
2 Bedroom Domestic Dwelling With Attached Garage
Code Compliance Certificate Issued 11/05/2016

Building Consent 061979
2 Farm Buildings
PIM only

Building Consent 990654
Sleepout
Withdrawn

Building Permit E20981
Dwelling Addition
Permit Only

Building Permit 909
Plumbing & Drainage
Permit Only

Building Consent Ex0166
Eq Exemption - Solid Fuel Heater Claim Number 2010/015916
Exemption granted 04/04/2011

Building Consent R411339
S/fuel Heater
Code Compliance Certificate Issued 09/09/1993

No Code Compliance Certificate is required for a Building Permit. For those Building Consents with numbers that follow on from R410707 a Code Compliance Certificate is required. Consent R410707 is the first Building Consent issued by this Council which was not necessarily for this property.

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 is connected to a restricted water supply scheme - Kirwee. The number of water units currently able to be supplied (piped capacity) is 2 units, based on the available hydraulic capacity of the scheme. 1 water unit = 1,000 litres per 24 hours (1,000 litres = approximately $1m^3$ = 100 buckets). An average New Zealand household uses 250–300 litres of water per person per day. This does not include outdoor water use such as garden irrigation. A minimum of 2 units is generally recommended for a family dwelling. As this is a restricted supply, the property must have onsite storage equivalent to at least 3 days of supply. For example, if the property receives 2 units, the minimum storage required is 6,000 litres. If the property is located on a closed water scheme, no additional units would be available beyond the current piped capacity, even if the maximum zoning allocation is higher.

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 Selwyn Water Ltd 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.

Onsite Wastewater Disposal – Environment Canterbury LWRP.

This property is not serviced by a reticulated wastewater network. As such, it must be serviced by an onsite wastewater management system (OWMS).

Any discharge of wastewater to land must comply with the relevant provisions of the Environment Canterbury Land and Water Regional Plan (LWRP). These provisions include requirements relating to discharge volumes, site suitability, proximity to water bodies and bores, groundwater separation, and system design standards.

Where the activity does not meet the permitted criteria under the LWRP, a resource consent from Environment Canterbury may be required.

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.

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* or *Sewage* please contact Selwyn Water Limited at 0800 735 H2O (426) or hello@selwynwater.co.nz . For *Stormwater* information please contact the Selwyn District Council Surface Water at 0800 SELWYN or contactus@selwyn.govt.nz

Water Races

An open or piped stock water race may run through or adjacent to this property. Properties are rated for stock water races as outlined in Council's Policy W109. Water Races are covered by the Selwyn District Council Stock Water Race Bylaw 2018.

Property owners have responsibilities for; maintenance, adjacent vegetation control, providing access and fencing stock. A building setback applies to all races.

Council approval is required for planting of the water races and installation of any structure in the race including culverts.

Potential Water Race Closures and processes are outlined on Council's website.

All closures are subject to Council approval. Public initiated closures require 80% of affect property agreement before can be considered by council.

For further information on water races, please contact Selwyn District Council's Water Services Team.

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: This property is located within the command area of the Central Plains Water Enhancement Scheme in accordance with resource consents issued by Canterbury Regional Council to Central Plains Water Trust. With these resource consents, Central Plains Water Limited has the ability to convey and apply irrigation water land within the command area, subject to obtaining approval from the owners of the land. This property us also directly affected by a global resource consent issued by Selwyn District Council to Central Plains Water Trust for the construction, operation and maintenance of the distribution network of the Central Plains Water Enhancement Scheme (RC155373). This means that the distribution network infrastructure may run through this property. However, this cannot occur unless agreement is provided from the landowner or Central Plains Water Limited exercises its powers of compulsory acquisition as a requiring authority under the Resource Management Act 1991.

Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.
Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

Listed Land Use Register (LLUR):

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

Residential Swimming Pool

No pool registered to this property.

Land Transport Requirement

Bealey Road is a formed and sealed local road maintained by the Selwyn District Council.

Natural Hazards

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

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

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

You can obtain further information about natural hazard matters from:

- The District Plan Natural Hazard chapter: District Plan - Partially Operative Selwyn District Plan (Appeals Version)
- https://experience.arcgis.com/experience/f7b9c60d5a624147bb731b1afa7788dd#data_s=where%3AdataSource_2-19b106a45d6-layer-17%3A%22Assessment_ID%22%3D%272419023902%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:

- Soil Investigation Report, D&T Design Plans, commissioned by Arnold Family, 24/08/2015. This report affects only 1 property. Purpose of the report: building consent.

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

Tsunami

None known

Flooding and Inundation

District Plan information relating to flooding and inundation

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

Plains Flood Management Overlay

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

- Selwyn River/Waikirikiri floodplain investigation, ECAN report, September 2019

- Regional Policy Statement Modelling for Selwyn District Council – District Plan, DHI Water and Environment Limited report, November 2019

Environment Canterbury information regarding flooding and inundation

Historic Flooding Photographs

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

Other flooding and inundation information

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

Flood modelling

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

Ground Water Level

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

Exposure Zones

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)	140m	-
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

Re-issue Date: 09/10/2026

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 Devlopment 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_ln
- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

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

WRace_ln
- 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

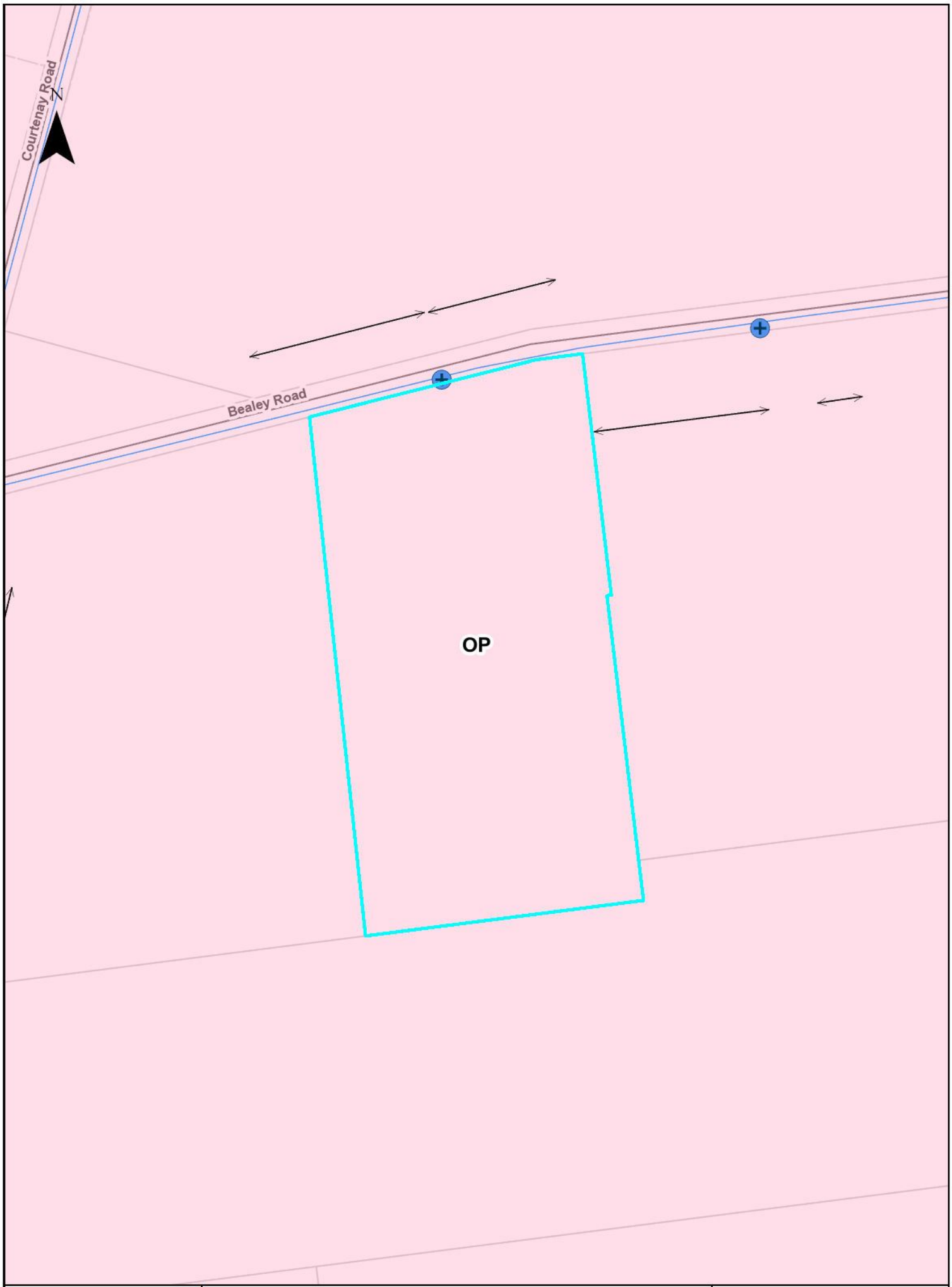
Liquefaction Susceptibility
- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

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



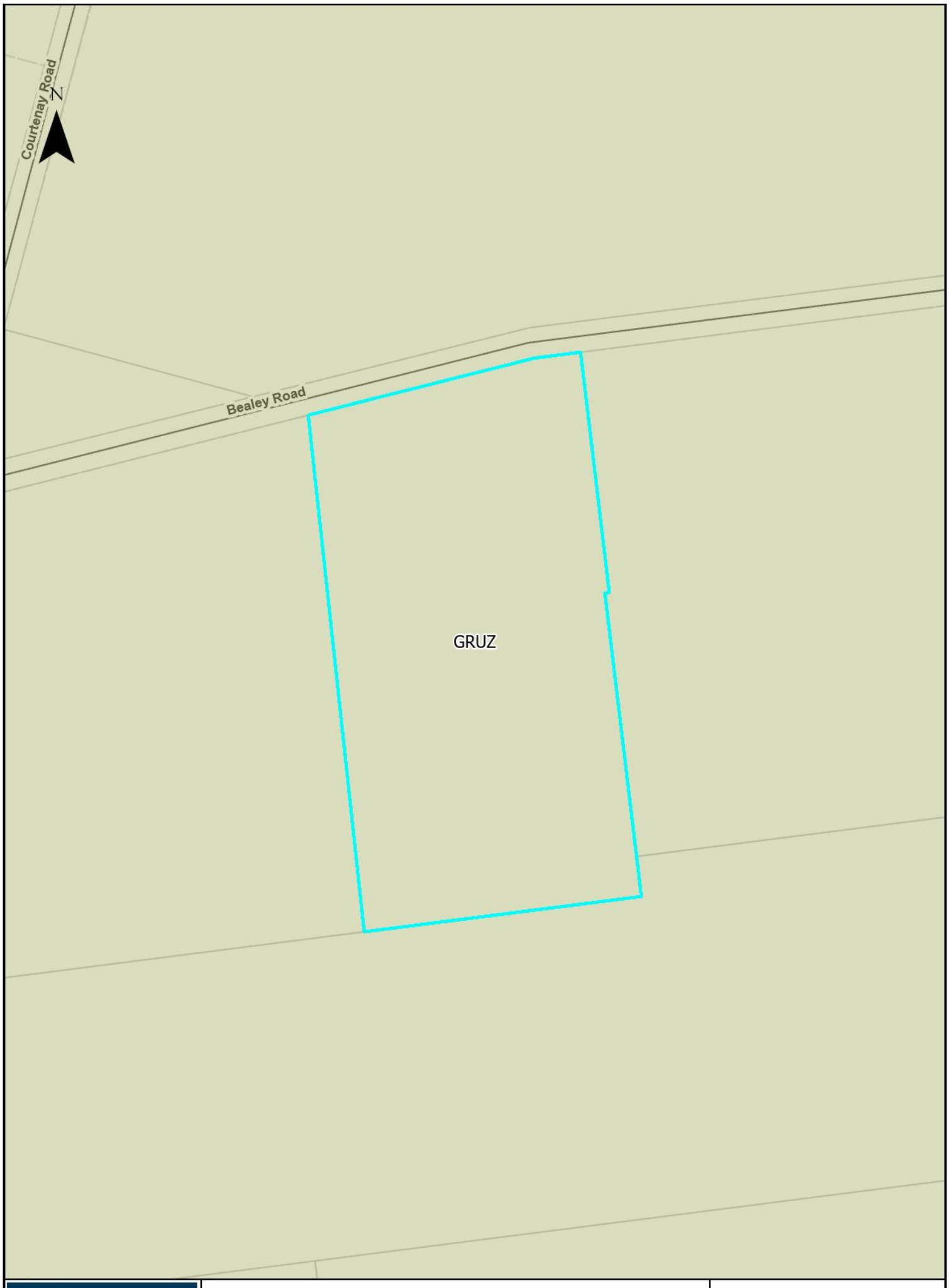
Selwyn DISTRICT COUNCIL

0 40 80 120 160

Metres

Date: 6/10/2026
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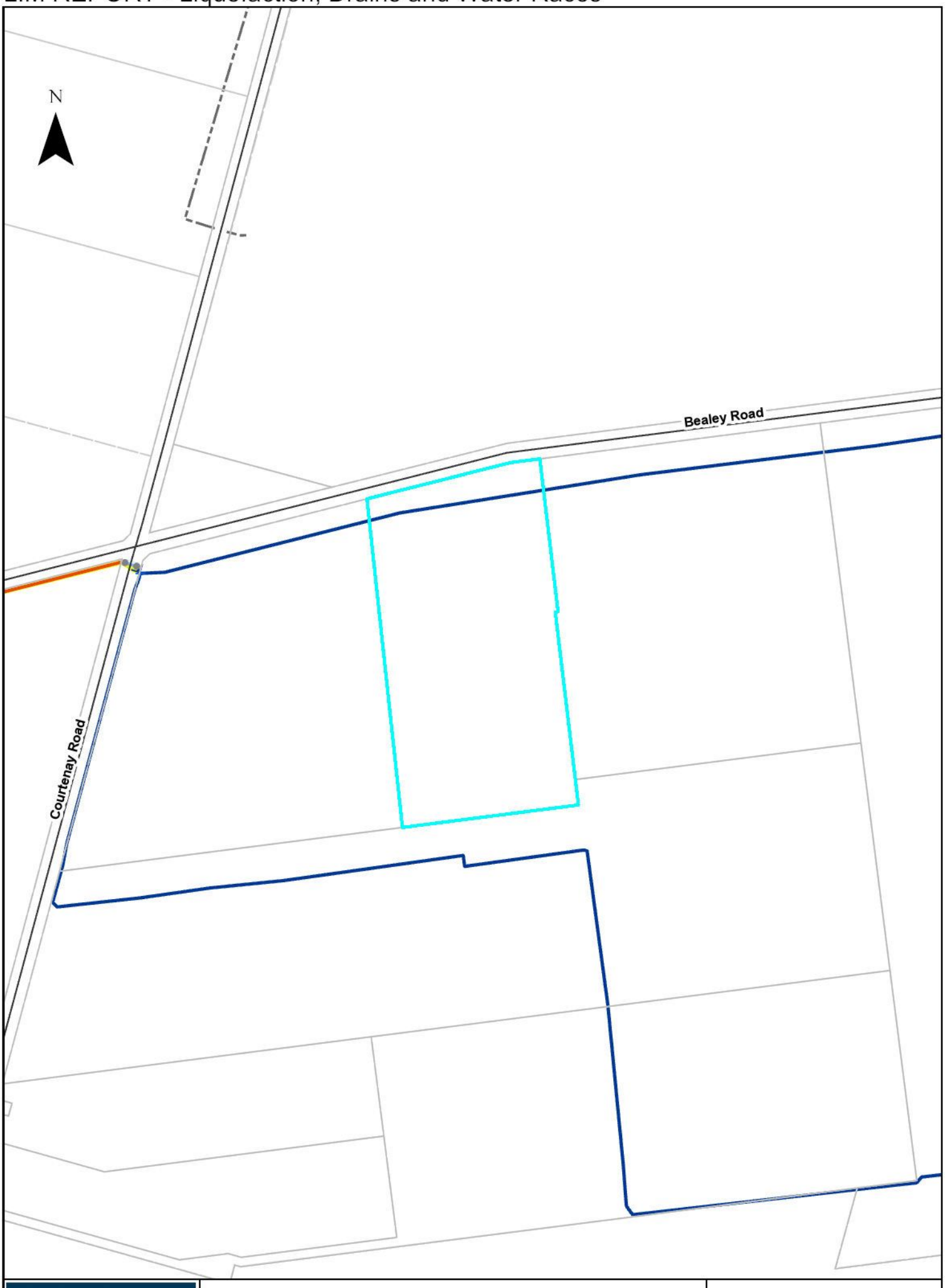
LIM REPORT - PODP Zone and Precinct



Selwyn DISTRICT COUNCIL

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LIM REPORT - Liquefaction, Drains and Water Races



Selwyn DISTRICT COUNCIL

0 70 140 210 280

Metres

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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.

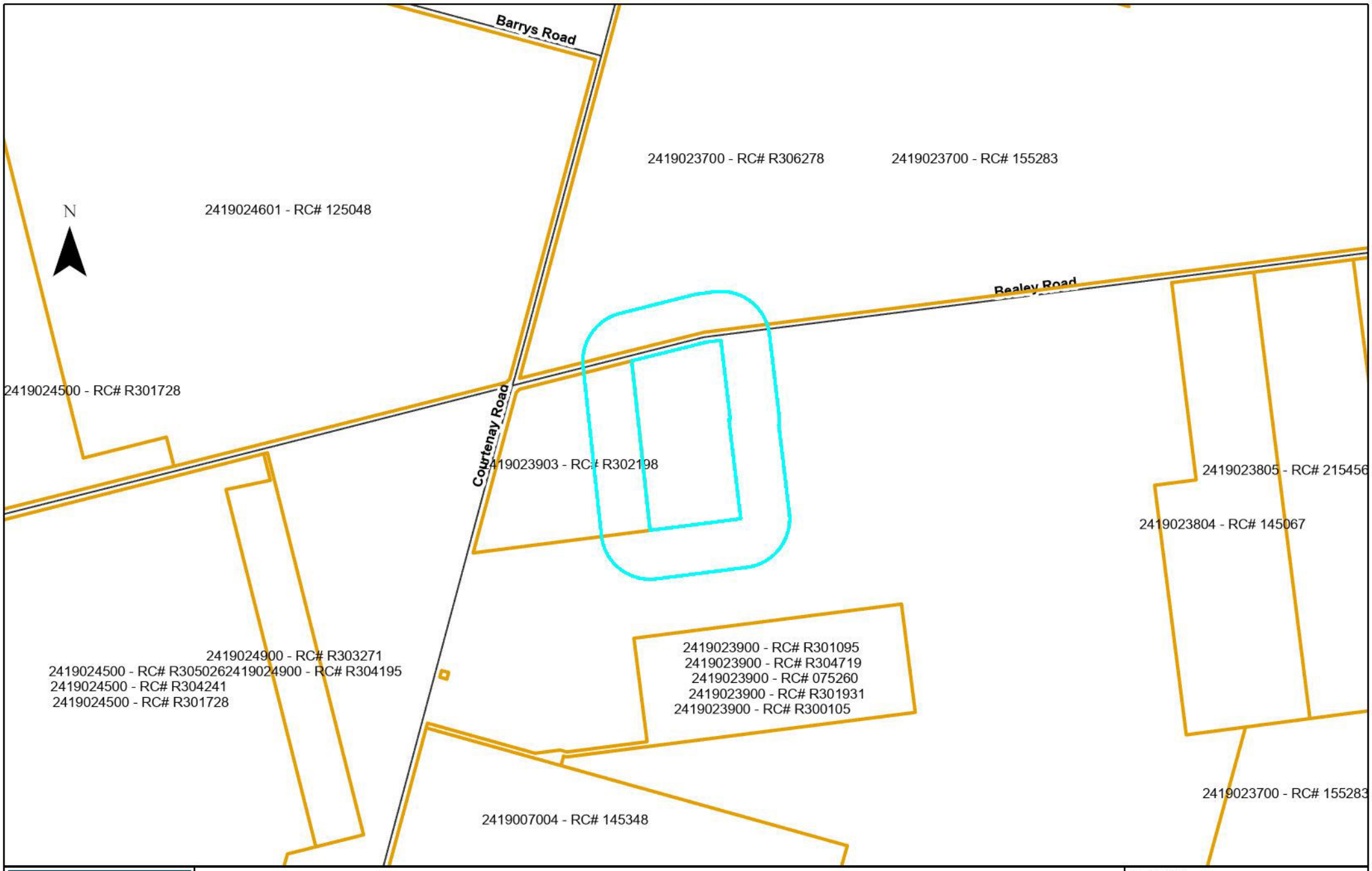
Resource Consent Status Codes:

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

2419023902



Date: 6/10/2026
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Data Projection: NZGD2000 New Zealand Transverse

Assessment_ID	RC Number	Proposal	Decision Date
2419023700	155283	To relocate a dwelling	2015-06-12
2419023700	R306278	TO ERECT COVERED YARDS WITH NON COMPLYING SITING	2003-08-05
2419023903	R302198	SUBDIVISION OF 10 HA INTO 2 NON-COMPLYING LOTS IN RU B ZONE	

Code Compliance Certificate

Section 95, Building Act 2004

The Building

Street address of building: 515 Bealey Road, Charing Cross

Legal description of land where building is located: LOT 2 DP 58575

Building name: N/A

Location of building within site/block number: 515 Bealey Road, Charing Cross

Level/unit number: N/A

Current, lawfully established, use: 2.0.2 Detached Dwelling

Number of Occupants: N/A

Year first constructed: 2015

The Owner

Name of owner: A B & H J Harvey

Contact person: Brian Arnold

Mailing address: 515 Bealey Road, RD 1, Christchurch

Street address/registered office: N/A

Phone number: N/A

Mobile: 0275080618

Facsimile number: N/A

Email address: gjarnold64@gmail.com

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

Building Work

Building consent number: BC151793

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.

Carl Petersen
Building Control Officer
On behalf of: Selwyn District Council
Issue Date: 11 May 2016

Code Compliance Certificate 061980

COPY

Section 95, Building Act 2004

The Owner

Name of Owner:	Harvey Hilary Jayne & Harvey Aaron Bruce
Mailing address:	515 Bealey Road, RD 1, Christchurch 7671
Street address/registered office:	
Phone number:	
Landline:	Daytime: 03 3181 193
Mobile: 021890162	After hours:
Facsimile number:	
Email address:	goldendowns@actrix.co.nz
Website:	

The Building Work

Street Address of Building:	515 BEALEY ROAD, AYLESBURY
Legal Description of land where building is located:	LOT 2 DP 58575 BLK XII HAWKINS SD -SUBJ TO R/W
Valuation Number:	2419023902
Current lawfully established use:	FARM BUILDING
Type of work:	3 Bay Farm Out Building (41m2) – Non Habitable, Unlined No Sanitary Facilities.
Estimated Value:	$12,500
Location of building within site/block number:	
Building Name:	Year Construction Commenced: 2007

Code Compliance Certificate:

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

Selwyn District Council Building Consent Authority Signatory

Issue Date: 1/04/09

Code Compliance Certificate 061981

Section 95, Building Act 2004

COPY

The Owner

Name of Owner:	Harvey Hilary Jayne & Harvey Aaron Bruce
Mailing address:	515 Bealey Road, RD 1, Christchurch 7671
Street address/registered office:	
Phone number:	
Landline:	Daytime: 03 318 1193
Mobile: 021890162	After hours:
Facsimile number:	
Email address:	goldendowns@actrix.co.nz
Website:	

The Building Work

Street Address of Building:	BEALEY ROAD, AYLESBURY
Legal Description of land where building is located:	LOT 2 DP 58575 BLK XII HAWKINS SD -SUBJ TO R/W
Valuation Number:	2419023902
Current lawfully established use:	FARM BUILDING
Type of work:	3 Bay Farm Outbuilding (40m2) – Non Habitable, Unlined No Sanitary Facilities.
Estimated Value:	$12,500
Location of building within site/block number:	
Building Name:	Year Construction Commenced: 2007

Code Compliance Certificate:

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

Selwyn District Council Building Consent Authority Signatory

Issue Date: 1/04/09

Selwyn DISTRICT COUNCIL

CODE COMPLIANCE CERTIFICATE

Section 43(3), Building Act 1991

BLDG CONSENT No: R411339

PROJECT DESCRN: ALTERATIONS, REPAIRS or EXTENSIONS
BEING STAGE 1 OF AN INTENDED 1 STAGES
S/FUEL HEATER

INTENDED LIFE: SPECIFIED AS 5 YEARS

INTENDED USES: S/FUEL HEATER

PROJECT LOCATION: BEALEY RD, AYLESBURY

VALUATION No: 2419023902

LEGAL DESCRIPTION: LOT 2 DP 58575 BLK XII HAWKINS SD -SUBJ TO R/W

The Council's total charges payable for the issue of this Code Compliance Certificate are on the attached invoice.

This is a final code compliance certificate issued in respect of all the building work under the above building consent.

SIGNED FOR AND ON BEHALF OF THE COUNCIL:

NAME: R Bogel POSITION: Senior Inspector DATE: 9-9-93

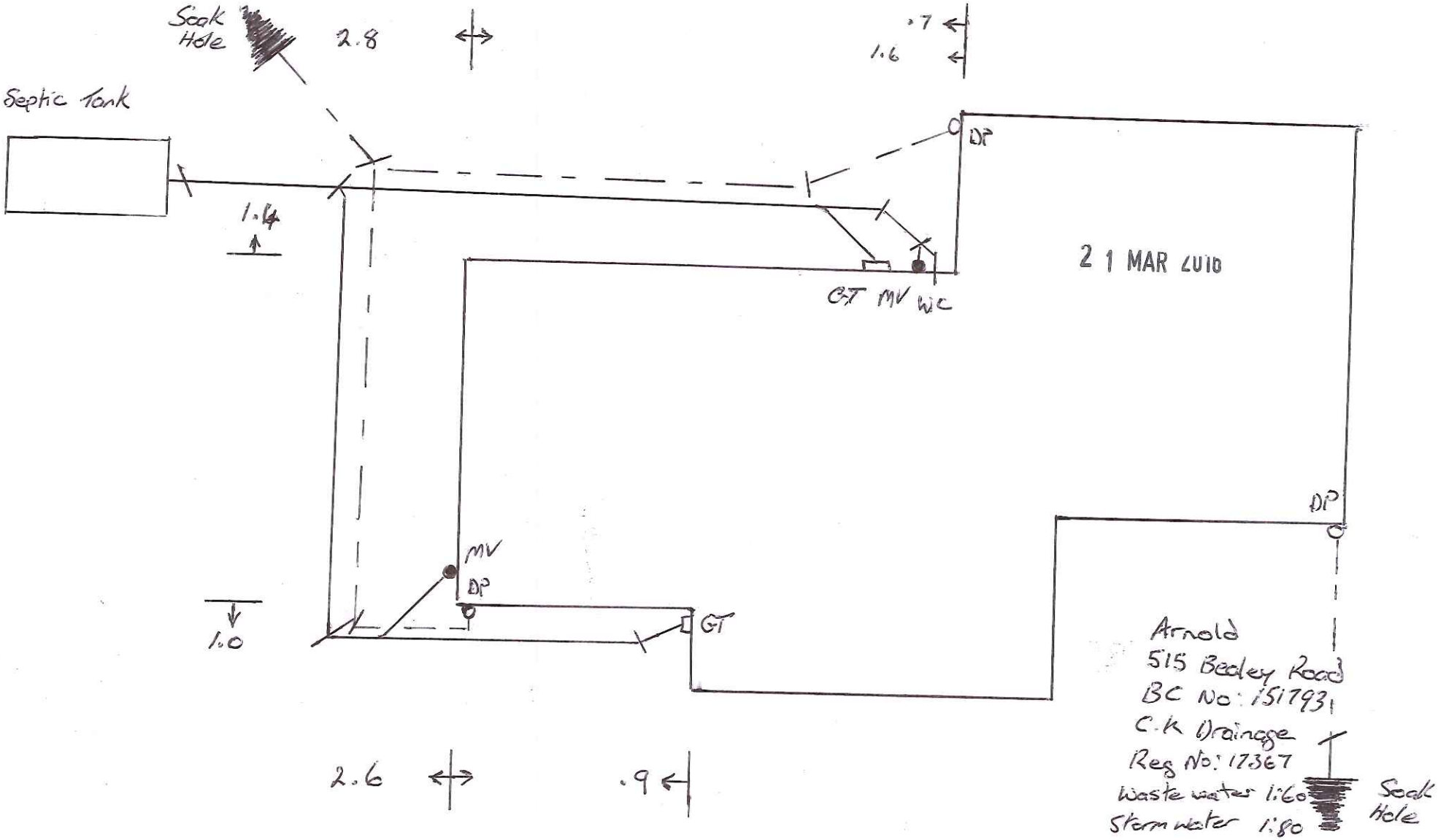
SERVICE CENTRES:

LINCOLN
GERALD STREET, LINCOLN
PH: (03) 325-3288

LEESTON
PRIVATE BAG 1
HIGH STREET, LEESTON
PH: (03) 324-3859

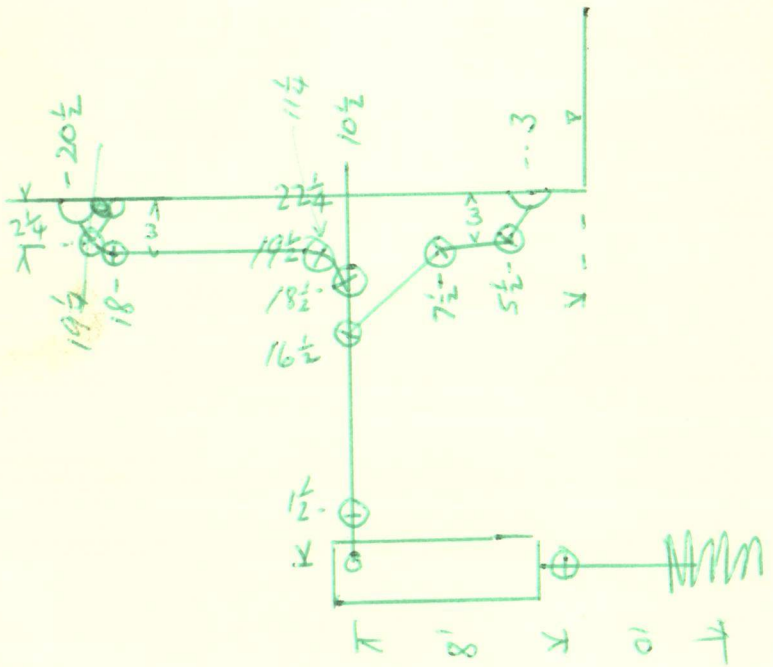
DARFIELD
SOUTH TERRACE, DARFIELD
PH: (0516) 88-416

BC 151793


Soak Hole
2.8
.7
1.6
Septic Tank
DP
1.4
21 MAR 2010
GT MV WC
DP
MV
DP
1.0
GT
Arnold
515 Beeley Road
BC No: 151793
C-K Drainage
Reg No: 17367
Waste water 1:60
Storm water 1:80
Soak Hole
2.6
.9

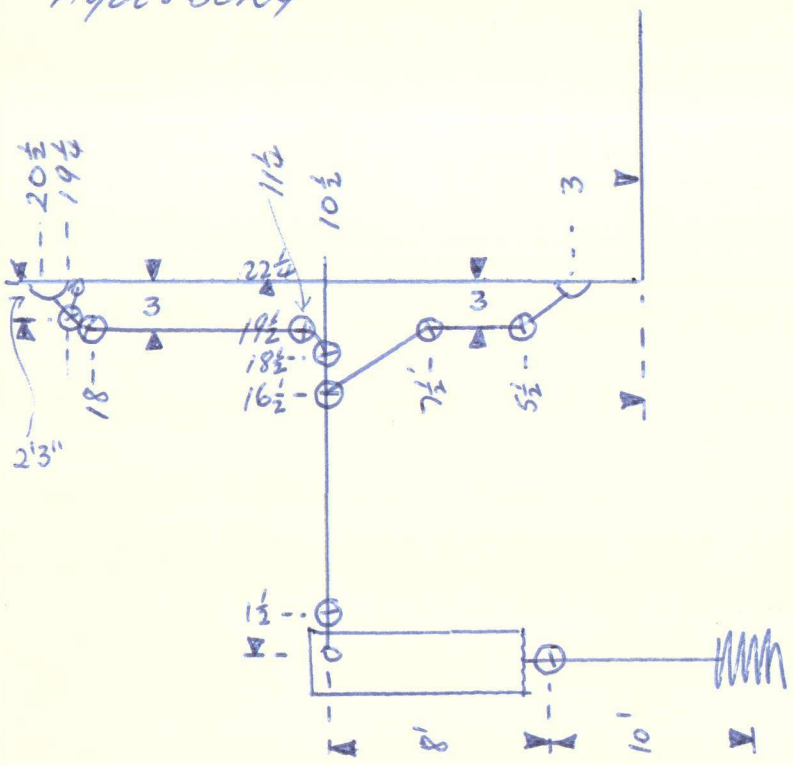
DASCOE ALBERT
COTTAGE
BEARLEY RD
AYLESBURY

21.6.73
BENFIELD C.



PASCOE ALBERT
COTTAGE
BEAGLE ROAD
AYLESBURY

21.6.73
BENFIELD C.



04 April 2011

24190 23902

H J & A B HARVEY
C/- RUSSELL LILLEY CONSTRUCTION
18 TENNYSON STREET
ROLLESTON 7614

Dear Sir/Madam

RE: EX0166 - APPLICATION FOR EXEMPTION FROM BUILDING CONSENT FOR SOLID FUEL HEATER AT 515 BEALEY ROAD, KIRWEE
CLAIM NUMBER 2010/015916

Your application for an exemption to the requirement to obtain Building Consent for the work described in the documents submitted has been granted in terms of Schedule 1(k)(i) of the Building Act 2004.

This exemption has been granted based on the following considerations,

1) The desire to ensure that the community recovers quickly following the 2010 Earthquake.

2) That the work is constructed in accordance with the proposal submitted and undertaken forthwith.

3) As this work is part of EECA's chimney replacement programme, this approval is granted on the basis that appropriate quality control systems are in place and being monitored in accordance with the programme requirements and/or the associated PMO's project management systems.

4) While the work has been exempted from the requirement to obtain Building Consent, all building work is still required to comply with the requirements of the New Zealand Building Code (in particular C1 Outbreak of Fire, C2 Means of Escape from Fire and F7 Warning Systems).

For record purposes a copy of the following documents (quoting the exemption number) will be appreciated:

- The installation instructions for the model of solid fuel heater and flue system (it is not stated if this is a wet or dry installation)
- A full floor plan of the dwelling identifying rooms and location(s) of smoke alarms

It is important to note that it is the responsibility of the owner(s) to ensure that the requirements of the NZ Building Code are fully met in all respects.

Yours faithfully

K Lewis

Kathryn Lewis
Team Leader Customer Services
Building Control

✓ 24190 23902
Hororata

RAPID Assessment Form - LEVEL 1

Inspector ID: 23
Authority: SD
Date of Inspection: 6-09-10
Time AM/PM: 3-30 PM
Areas Inspected: Exterior Only ✓ / Exterior and Interior
No one Home

Building Name Harvey
Also known as
Description Lot DP
Other ID
Contact Name
Contact Phone
Address 515 Bealy Road

Storeys above ground: 1
Below ground:
Avg. area (m²):
No of residential units: 1
Photo Taken: Yes (No) No. ____

Type of Construction
- ✓ Timber frame
- Steel frame
- Tilt-up concrete
- Concrete frame
- Concrete shear wall
- Un-reinforced masonry
- Reinforced masonry
- ✓ Other: weather board Timber

Primary Occupancy
- ✓ Dwelling
- Other residential
- Public assembly
- School
- Other:
- Commercial/ Offices
- Industrial
- Government
- Heritage

Investigate the building for the conditions listed and check the appropriate column

Observed Conditions	Minor/None	Moderate	Severe
Collapse, partial collapse, off foundation			
Building or storey leaning			
Racking damage to walls, other structural damage			
Chimney, parapet or other falling hazard		✓	
Ground slope movement or cracking			
Other* (specify)			

Comments: Chimny structure + Flashings Damaged.

Estimated building damage (exclude contents)
- None
- 0-1%
- 2-10%
- 11-30%
- 31-60%
- 61-99%
- 100%

* Investigate site hazards such as gas, electricity, sanitary sewer, stormwater or hazardous materials/processes

Choose a posting based on the evaluation and team judgement.
Severe conditions affecting the whole building are grounds for an UNSAFE posting.
Localised **Severe** and overall **Moderate** conditions may require a RESTRICTED USE posting.
Place INSPECTED placard at main entrance. Post all other placards at every significant entrance.

INSPECTED *GREEN* ☐ RESTRICTED USE *YELLOW* ☐ UNSAFE *RED* ☐

Record any restriction on use or entry

Tick the boxes below only if further actions are recommended:

- ☐ Barricades are needed (state location):
- ☐ Level 2 or Detailed Engineering Evaluation recommended: ☐ structural ☐ geotechnical ☐ other:
- ☐ Other recommendations, comments

Sign here on completion

Building Inspection Information for 515 Bealey Road (MR#123 & 124) Charing Cross

Event Master Record Number: not recorded

Current Situation: Stage: **Completed** Damage: **Habitable / Damaged** Stickered: **Green**

House Number	Street	Town/City	ValNum
515	Bealey Road (MR#123 & 124)	Charing Cross	2419023902
Owner	**Owner Ph.**	**Occupier**	**Occupier Ph.**
AARON OR HILARY HARVEY	03318 8793 = 021 890 162		
Common Name		**Collapsed?**	**Owner Opinion**
		No	Safe
Storeys (above ground)	**Use**	**Priority**	**Stage**
1	Residential		Completed
Date Received (d/m/yy)	**Access**	**Property Issues**	
dd/mm/yy		stone chimney damaged	

Inspections (earliest to latest)

Inspected:	Inspected by	Damage Status	Sticker Colour
	Geoff & Sean	Habitable / Damaged	Green

Assessment
Chimney structure & flashings damage

Recommendations

Engineer's Report

Report Date	Report Result *	Our Comments

Severely Damaged Buildings Progress

To be used when buildings are marked Red - Unsafe to Occupy

Postal Address (if different from street address)

Insurer:

SDP Heritage Listed?

Historic Places Trust (HPT):

HPT Involvement in Demo:

INTERACTION BETWEEN EXISTING ACTIVITIES IN RURAL ZONES

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

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

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

(a) Use of agricultural chemicals including ground or aerial application of sprays and fertilisers, subject to manufacturers instructions, adopted codes of practice and other formal controls.

(b) Some farming activities may commence early in the morning or operate through the night such as harvesting of crops, operation of irrigators or bringing dairy cows in for milking.

(c) Although excessive noise is not permitted the noise levels associated with permitted land uses such as orchard sprayers, birdscarers, cowsheds (especially at dawn), woolsheds, use of working dogs, aircraft for rural management, tractors, headers and assorted agricultural machinery will in the majority of situations not be considered excessive. Farm animals may make a substantial amount of noise especially deer during the roar, bulls, animals at weaning time, roosters, donkeys and peacocks.

(d) There are a variety of rural odours including those from established piggeries, spraying of animal effluent on pasture, silage, growing of certain crop species, burning of orchard prunings, hedge prunings and stubble, application of fertilisers, spray from farm chemicals and composting.

(e) District roads are used to move stock from on part of a farm to another, or one property to another. It is therefore in the landowners best interests to maintain stock proof road boundary fences and gates.

(f) The existing state of district roads serving the property must be recognised, particularly if any road is unsealed. Unsealed roads can create dust. Dust can also be generated from paddocks when they are being worked or during strong winds.

(g) Fencelines along road frontages do not always follow the legal road boundary. The road boundary can frequently be located inside what looks like private property.

(h) Rural dwellings depend upon septic tanks and on-site systems for the disposal of sewage. The septic tanks are the responsibility of the property owner and require regular maintenance to ensure proper functioning.

(i) Council water supply is not available to every property. Where it is not available, and the landowner seeks to construct a new dwelling, the District Council will not issue a Code Compliance Certificate until the owner provides proof that a potable water supply is available.

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.

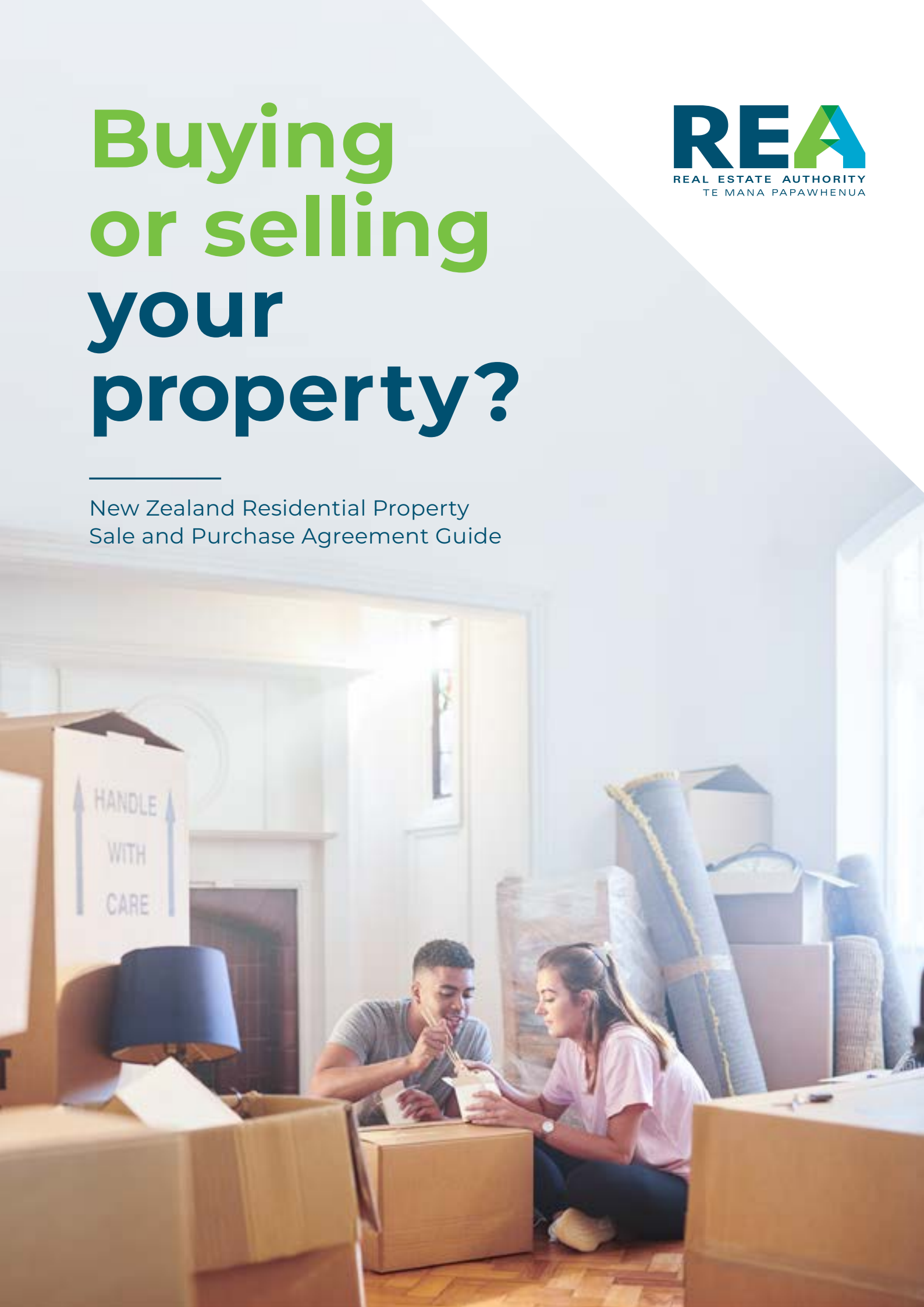
Indoors

- 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?

REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide



REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA



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.

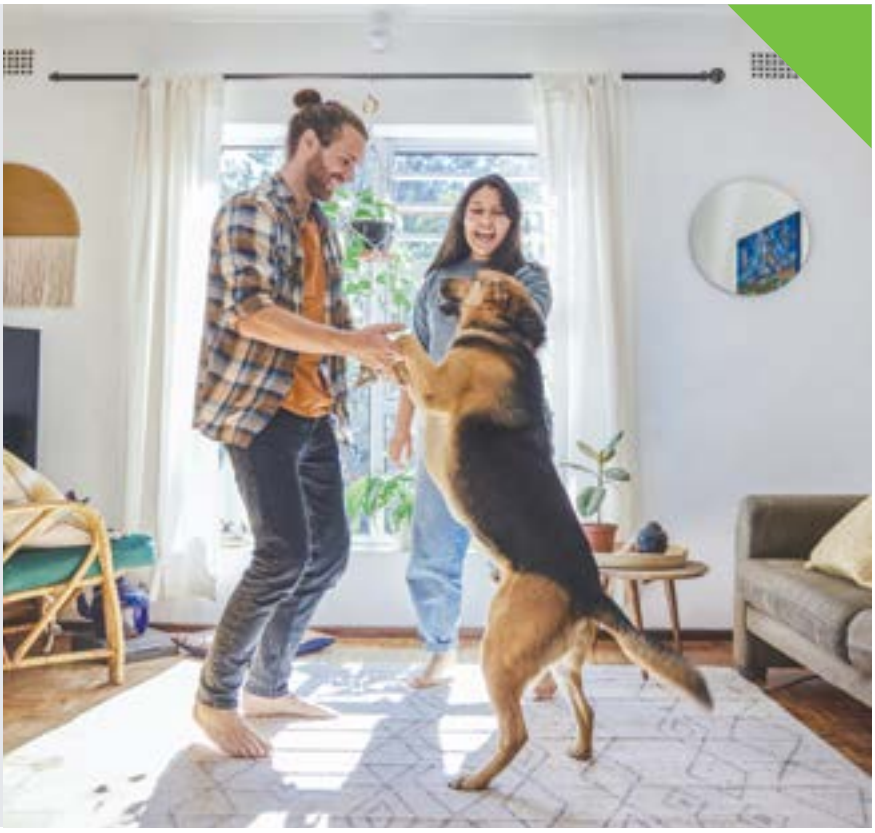
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.
- We maintain a Code of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

settled.govt.nz



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