PROPERTY INFORMATION

A
+ S

AMY + SHAR
021 077 9945 / 027 555 0654
amy@asrealestate.co.nz
shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

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

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

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

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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 **CB45D/81**
Land Registration District **Canterbury**
Date Issued 05 March 1999

Prior References
CB39D/262

Estate Fee Simple
Area 7.2962 hectares more or less
Legal Description Lot 1 Deposited Plan 79744
Registered Owners
Graham Ian Osmers and Toni Louise Osmers

Interests

A167008.7 Easement Certificate specifying the following easements - 5.4.1995 at 2.32 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Lot 1 Deposited Plan 68039 - CT CB39D/261	A-B-C DP 68039	Lot 1 Deposited Plan 79744 - herein	
Convey water	Lot 1 Deposited Plan 79744 - herein	C-F DP 79744	Lot 1 Deposited Plan 68039 - CT CB39D/261	

The easements specified in Easement Certificate A167008.7 are subject to Section 243(a) Resource Management Act 1991

A393838.2 Easement Certificate specifying the following easements - 5.3.1999 at 3.08 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right to convey electric power and telephonic communications	Lot 2 Deposited Plan 79744 - CT CB45D/82	A-B DP 79744	Lot 1 Deposited Plan 79744 - herein	
Right to convey electric power and telephonic communications	Lot 1 Deposited Plan 79744 - herein	B-C-D-E DP 79744	Lot 2 Deposited Plan 79744	
Convey water	Lot 1 Deposited Plan 79744 - herein	C-F DP 79744	Lot 2 Deposited Plan 79744	
Convey water	Lot 2 Deposited Plan 79744	F-G DP 79744	Lot 1 Deposited Plan 79744 - herein	

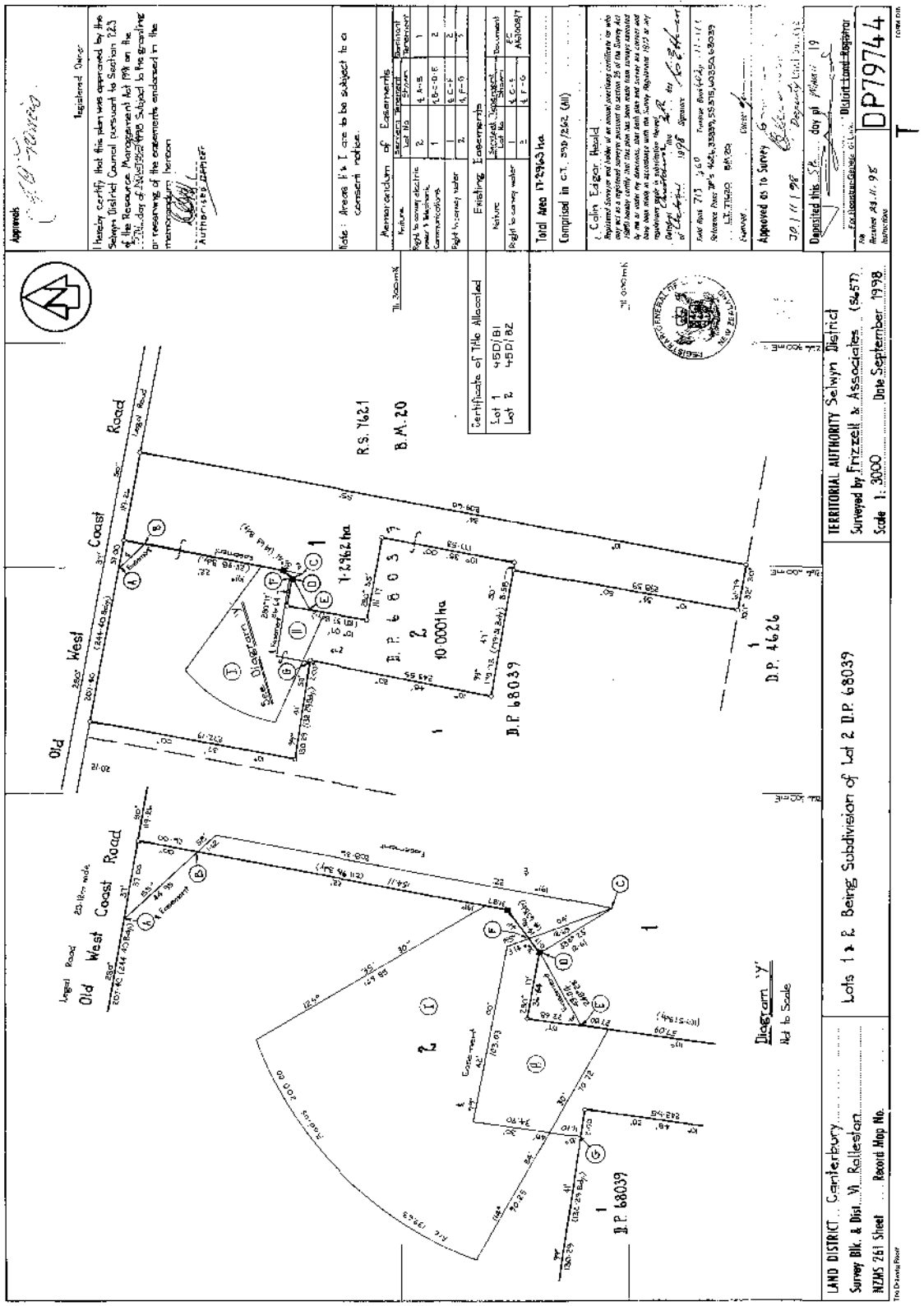
The easements specified in Easement Certificate A393838.2 will be subject to Section 243(a) Resource Management Act 1991 when created

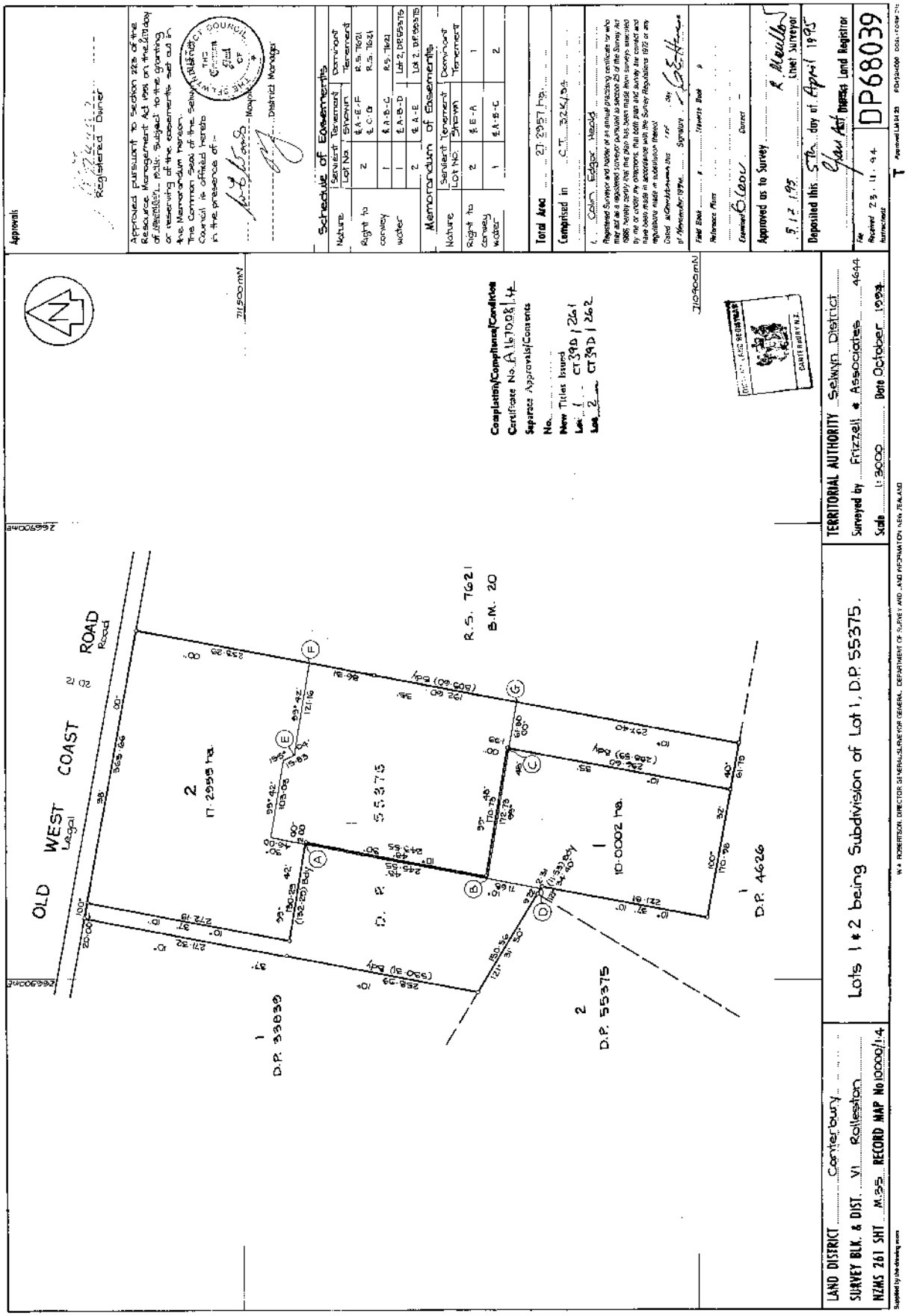
A429430.1 Transfer creating the following easements in gross - 14.10.1999 at 2.47 pm

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey electric power	Lot 1 Deposited Plan 79744 - herein	B-C DP 79744	Orion New Zealand Limited	

5120753.1 Variation of Easement Certificate A167008.7 - 7.12.2001 at 10:26 am

12674588.1 Mortgage to Bank of New Zealand - 24.2.2023 at 2:31 pm


Approvals
Registered Owner
I hereby certify that this plan was approved by the Selwyn District Council pursuant to Section 223 of the Resource Management Act 1991 on the 27th day of November 1998 Subject to the granting or reserving of the easements endorsed in the memorandum hereon
Authorised Officer
Note: Areas 1 & 2 are to be subject to a consent notice.
Memorandum of Easements
Certificate of Title Affected
Existing Easements
Total Area 11.2962 ha
Compiled in C.T. 35D/1262 (All)
I, Colin Edgar Heald
Approved as to Survey
Deposited this 5th day of March 19
District Land Registrar
DP 79744
R.S. 7621
B.M. 20
Certificate of Title 45D/81
Lot 1 45D/81
Lot 2 45D/82
1.2962 ha
2
D.P. 68039
10.0001 ha
D.P. 46226
Old West Coast Road
Legal Road
Diagram 'Y'
Not to Scale
LAND DISTRICT Canterbury
Survey Blk. & Dist. VI Rolleston
NZMS 261 Sheet Record Map No.
TERRITORIAL AUTHORITY Selwyn District
Surveyed by Frizzell & Associates (54577)
Scale 1: 3000 Date September 1998
Lots 1 & 2 Being Subdivision of Lot 2 D.P. 68039


Approvals
Registered Owner
Approved pursuant to Section 226 of the Resource Management Act 1991 on the ... day of ... 199... Subject to the granting or reserving of the easements set out in the Memorandum hereon.
The Common Seal of the Selwyn District Council is affixed hereto in the presence of:
Mayor
District Manager
THE COMMON SEAL OF THE SELWYN DISTRICT COUNCIL
Schedule of Easements
Nature | Servient Tenement Lot No. | Servient Tenement Shown | Dominant Tenement
Right to convey water | 2 | E,A-E-F E,C-G | R.S. 7621 R.S. 7621
Right to convey water | 1 | E,A-B-C | R.S. 7621
Right to convey water | 1 | E,A-B-D | Lot 2, DP 55375
Right to convey water | 2 | E,A-E | Lot 2, DP 55375
Memorandum of Easements
Nature | Servient Tenement Lot No. | Servient Tenement Shown | Dominant Tenement
Right to convey water | 2 | E-A | 1
Right to convey water | 1 | E,A-B-C | 2
Total Area ... 27.2957 ha
Comprised in C.T. 32A/934
I, Colin Edgar Hardy
Registered Surveyor and holder of an annual practising certificate ... who is not ... a registered surveyor pursuant to section 25 of the Survey Act 1986, hereby certify that this plan has been made from surveys executed by me or under my ... 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 ... day of November 1994
Signature
Field Book ... Traverse Book ...
Reference Plans ...
Examined ... Surveyor
Approved as to Survey ... Chief Surveyor
5.12.1995
Deposited this 5th day of April 1995
Land Registrar
Received 25.11.94
DP 68039
Approved LM 84 25
Compliance/Compliance/Condition
Certificate No. A 167081
Separate Approvals/Consents
No. ...
New Titles Issued
Lot 1 - CT 39D/261
Lot 2 - CT 39D/262
TERRITORIAL AUTHORITY Selwyn District
Surveyed by Frizzell & Associates 4644
Scale 1:3000 Date October 1994
LAND DISTRICT Canterbury
SURVEY BLK. & DIST. VI Rolleston
NZMS 261 SHT M35 RECORD MAP No 10000/1-4
Lots 1 & 2 being Subdivision of Lot 1, D.P. 55375.
OLD WEST COAST ROAD
Legal Road
2 17.2959 ha
1 55375
1 10.0002 ha.
R.S. 7621
B.M. 20
D.P. 33839
D.P. 55375
D.P. 46026
2 D.P. 55375
1 D.P. 46026
711900mN
710900mE
W.A. ROBERTSON, DIRECTOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION NEW ZEALAND

Approved by the Registrar General of Land, Wellington. No. A032940 A1670087.7 EC NEW ZEALAND

EASEMENT CERTIFICATE

CANTERBURY Land Registry Office

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

I, JOHN ADAIR FRANCIS of Kirwee, Farmer

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement 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. 68039 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	Servient Tenement		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
39D/261	Right to Convey Water	2	E-A	1
39D/262		1	A-B-C	2

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 1st day of March 1995

Signed by the above-named JOHN ADAIR FRANCIS in the presence of

J.A. Francis.

Witness: [signature]

Occupation: Solicitor

Address: Christchurch

Correct for the purposes of the Land Transfer Act

[signature]

Solicitor for the Registered Proprietor

SCHEDULE 'B'

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:

SCHEDULE B

1. Rights and Powers

(a) Right to Convey Water

(i) The full, free, unrestricted, and uninterrupted 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) to draw water solely for the purposes of irrigation in approved quantities from the well identified on Deposited Plan 68039 with the letter "E" and to convey and lead water in free and unimpeded flow (except during periods of necessary cleaning, renewal and/or repair from) from the said well through pipes and conduits laid or to be laid under the surface of and through the soil of the land along the course stipulated by the points marked "E", "A", "B" and "C" on Deposited Plan 68039 including the full free and unrestricted and uninterrupted 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) to access and use all hydrants fixed to any such pipe or conduit whether such hydrants are situated within Lot 1 or Lot 2 on Deposited Plan 68039 in accordance with the easements detailed in Schedule "A" hereof.

(ii) 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:

(a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes.

(b) Where no such line of pipes exists, 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 stipulated for the purpose.

(c) In order to construct or maintain the efficiency of any such 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 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 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.

SCHEDULE C

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

(a) The grantee and grantor shall share in the following costs:
   (i) The costs of maintaining, repairing and renewing the pump serving the well.
   (ii) Electrical costs incurred in the operation of the pump.
   (iii) The costs of laying, cleansing, repairing, maintaining and renewing the pipe line or any part of it.

(b) Each party's share of the foregoing costs shall be based on the proportion of water taken and used by that party relative to the total quantity of water taken and used from the well. The measurement of the water taken by each party shall be based, in turn, on the time the pump operates for the benefit of that party.

(c) (i) The Grantor shall arrange for separate key operated hour meters to be fixed to the existing control panel and switchboard located in the pumphouse at the point marked "E" on Deposited Plan 68039. These meters will record the hours the pump will operate for each user of the well. When each invoice or account for electricity is received a reckoning shall be taken of the total time the pump shall have been operating during the period concerned by reference to the readings showing on the hour meters and the account shall be apportioned between the users accordingly provided that the supply charge shall be excluded for these purposes and shall be apportioned in accordance with the next proceeding subclause.

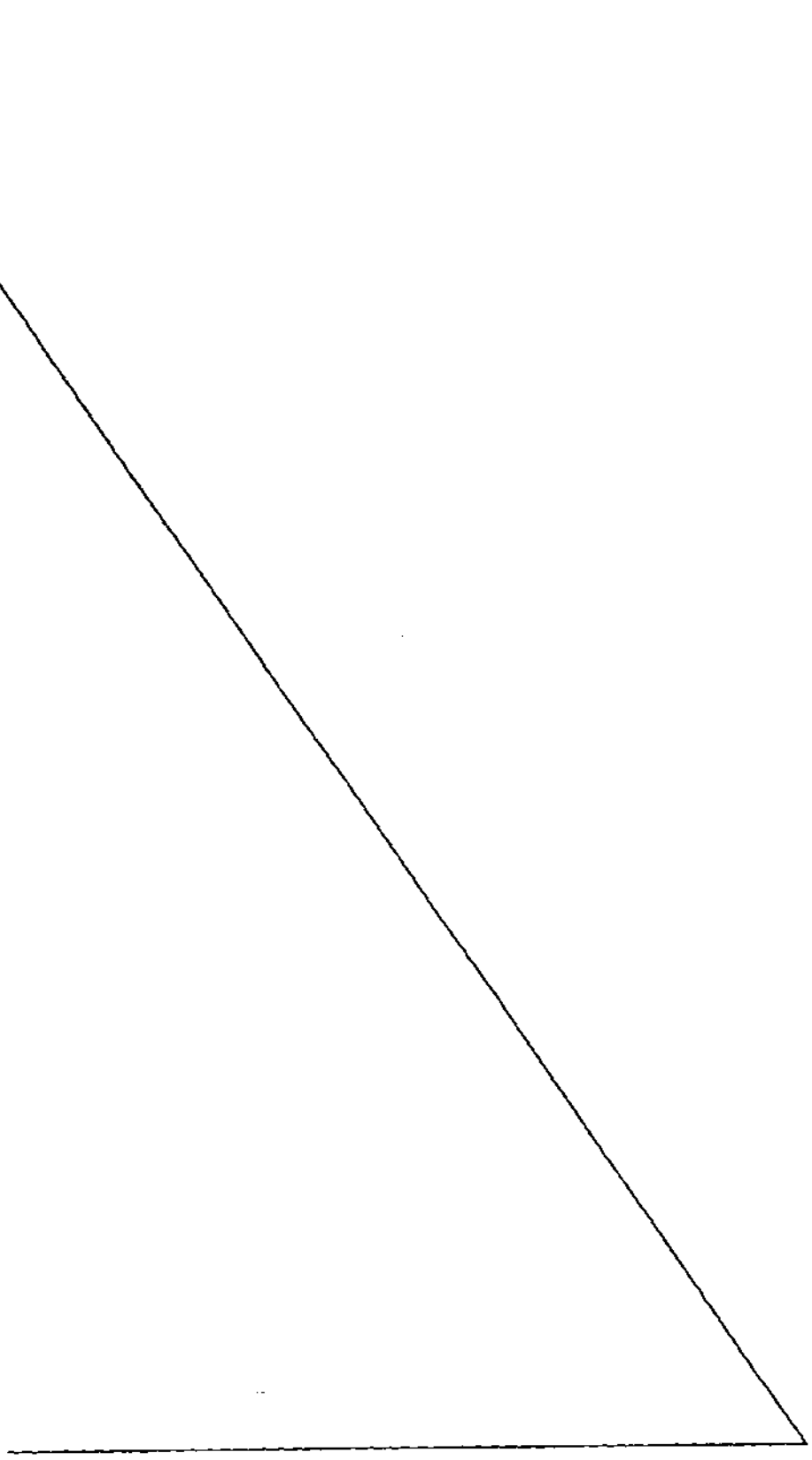
   (ii) When any other invoice or account for any of the costs identified in Clause 2(a) hereof (including the supply charge portion of each electrical account) is received then liability shall be apportioned during the first 12 months based on the time records to date of invoice and, after the first 12 months, such apportionment shall be based on the records for the previous 12 month period to date of invoice.

MLP

(d) Where the need for any repair, cleansing or renewal arises from the wilful or negligent act of omission of one party then all costs associated with such repair, cleansing or renewal shall be borne by that party at fault.

(e) Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of these presents shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1908 or any Act passed in substitution therefore and this clause shall be deemed "a submission" within the meaning of that Act.

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



EASEMENT CERTIFICATE

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 243 (e) RESOURCE MANAGEMENT ACT 1991

Particulars entered in the Register at the date and at the time recorded below:

DISTRICT LAND REGISTRAR

District Land Registrar of the District of CANTERBURY N.Z.

Assistant

REGISTER 2.32 05.APR95 A 167008

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR

FEES PAID UNDER
AVAILABLE
T03-16-1958
A. L. R.

THE CAXTON PRESS, CHRISTCHURCH

A393838.2 EC

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

I/We JOHN ADAIR FRANCIS

being the registered proprietor(s) 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. 79744 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. 79744

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 to convey electric power & telephonic communications	2	℄ A-B	1	45D/81 45B/82
	1	℄ B-C-D-E	2	45D/81 45D/82
Right to convey water	1	℄ C-F	2	45D/81 45D/82
	2	℄ F-G	1	45D/81 45D/82

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:

SCHEDULE B

1. Rights and Powers

(A) Right to Convey Water

(i) The full, free, unrestricted, and uninterrupted 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) to draw water in approved quantities from the well identified on Deposited Plan 79744 with the letter "C" and to convey and lead water in free and unimpeded flow (except during periods of necessary cleaning, renewal and/or repair from) from the said well through pipes and conduits laid or to be laid under the surface of and through the soil of the land along the course stipulated by the points marked "C", "F" and "G" on Deposited Plan 79744 including the full free and unrestricted and uninterrupted 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) to access and use all hydrants fixed to any such pipe or conduit whether such hydrants are situated within Lot 1 or Lot 2 on Deposited Plan 79744 in accordance with the easements detailed in Schedule "A" hereof.

(ii) 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:

(a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes.

(b) Where no such line of pipes exists, 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 stipulated for the purpose.

(c) In order to construct or maintain the efficiency of any such 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 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 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.

(B) Right to convey electric power and telephonic communications

In addition to the rights and powers set out in 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) from time to time and at all times to convey electric power and telephonic communications across the land over which the easement is granted or created together with 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 aforesaid:

(a) To use any line of pipes electric power poles supply wires conduit pipes and mains of all descriptions already laid or any pipes electric power poles supply wires conduit pipes and mains as aforesaid in replacement or in substitution for all or any of such pipes electric power poles supply wires conduit pipes and mains as aforesaid.

(b) Where no such line of pipes electric power poles supply wires conduit pipes and mains as aforesaid exist to lay place maintain construct and erect or to have laid placed maintained constructed or erected such line of pipes electric power poles supply wires conduit pipes and mains as aforesaid as may be respectively required for such of the aforesaid purposes under or over the surface (as the parties decide) of the land over which the easement is granted or created and along such line if any as may be defined for such purpose or purposes.

(c) In order to construct or maintain the efficiency of any such line of pipes electric power poles supply wires conduit pipes and mains as aforesaid 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 and to remain there for any reasonable time for the purpose of laying inspecting cleaning repairing maintaining and renewing such line of pipes electric power poles supply wires conduit pipes and mains as aforesaid 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.

SCHEDULE C

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

(a) The grantee and grantor shall share in the following costs:
   (i) The costs of maintaining, repairing and renewing the pump serving the well.
   (ii) Electrical costs incurred in the operation of the pump.
   (iii) The costs of laying, cleansing, repairing, maintaining and renewing the pipe line or any part of it.

(b) Each party's share of the foregoing costs shall be based on the proportion of water taken and used by that party relative to the total quantity of water taken and used from the well. The measurement of the water taken by each party shall be based, in turn, on the time the pump operates for the benefit of that party.

(c) (i) The Grantor shall arrange for separate key operated hour meters to be fixed to the existing control panel and switchboard located in the pumphouse at the point marked "C" on Deposited Plan 79744. These meters will record the hours the pump will operate for each user of the well. When each invoice or account for electricity is received a reckoning shall be taken of the total time the pump shall have been operating during the period concerned by reference to the readings showing on the hour meters and the account shall be apportioned between the users accordingly provided that the supply charge shall be excluded for these purposes and shall be apportioned in accordance with the next proceeding subclause.

   (ii) When any other invoice or account for any of the costs identified in Clause 2(a) hereof (including the supply charge portion of each electrical account) is received then liability shall be apportioned during the first 12 months based on the time records to date of invoice and, after the first 12 months, such apportionment shall be based on the records for the previous 12 month period to date of invoice.

(d) Where the need for any repair, cleansing or renewal arises from the wilful or negligent act of omission of one party then all costs associated with such repair, cleansing or renewal shall be borne by that party at fault.

(e) Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of these presents shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1908 or any Act passed in substitution therefore and this clause shall be deemed "a submission" within the meaning of that Act.

(f) No power is implied in respect of any easement for the owner for the time being of the servient tenement to determine the easement for breach of any

provision in this certificate (whether express or implicit) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

(g) The owner for the time being of the servient tenement in respect of any of the easements expressed herein shall not do any act which impedes, interferes with or restricts the rights of the owner for the time being of the dominant tenement and other authorised persons in relation to any easement.

(h) All costs incurred in connection with each of the easements created by this certificate shall be borne by the owners for the time being of the dominant and servient tenements relating thereto in such proportion as each respectively shall have the use and benefit thereof. For the purposes of this clause "costs" shall mean and include the costs of installation, creation, establishment, repair, maintenance, renewal, cleansing and serving of any article, property or facility used or needed for the proper exercise of the rights created by that easement.

(i) Notwithstanding the provisions of paragraph 2(d) above where any cost as defined therein is or becomes necessarily incurred through the omission, neglect or default of any one or more of the owners of the dominant or servient tenements then that owner or if more than one, those owners, shall bear the whole of that cost.

(j) The owners of the dominant tenements in respect of each easement shall have the right, for the purpose of complying with any obligation of such owners under this certificate, to enter the servient tenement with or without agents, servants and contractors with all receiving tools, implements, machinery, vehicles and equipment and may remain on the servient tenement for such time as is reasonable for the purpose of performing such obligation provided that in exercising the rights herein such owners shall cause as little damage, disturbance, inconvenience and interruption to the servient tenements and to the owners thereof as shall be reasonable necessary and shall further make good any damage done to the servient tenements and to the owners thereof.

(k) If any party ("the defaulting party") whether an owner of a dominant tenement or a servient tenement neglects or refuses to perform or join with another party ("the other party") in performing any obligation under this instrument then the following provisions shall apply:

(i) The other party may serve on the defaulting party a written notice ("A default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiration of fourteen days from service of the default notice the other party may perform such obligation.

(ii) If at the expiry of the default notice, the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:

(A) Perform such obligation; and
(B) For that purpose enter the relevant servient land or dominant land and carry out the required work

(iii) The defaulting party shall be liable to pay to the other party the costs of the default notice and the share of the defaulting party to the costs of the works required to perform or join in performing the obligation.

(iv) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

(l) Any dispute as to the terms of the interpretation of this instrument or the liability of the owners of the dominant or servient tenements or any of them shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment and this clause shall be deemed a submission within the meaning of that Act.

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

Dated this 10 day of January 19 99

Signed by the above-named

JOHN ADAIR FRANCIS

J.A. Francis.

in the presence of

Witness .....

Occupation .....

Address .....

M. P. WOLFE
SOLICITOR
CHRISTCHURCH

EASEMENT CERTIFICATE

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

Correct for the purposes of the Land Transfer Act

Solicitor for the registered proprietor

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 243(a) RESOURCE MANAGEMENT ACT 1991

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
for REGISTRAR-GENERAL OF LAND

REGISTRAR-GENERAL OF LAND NEW ZEALAND

WOLFE STONE & LANGHAMS
BARRISTERS & SOLICITORS
CHRISTCHRUCH

REGISTER

308 05.MAR99 A 393838.2

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REF 4050

A429430.1 TE

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Canterbury

Certificate of Title No.	All or Part?	Area and legal description — *Insert only when part or Stratum, CT*
(i) 45D 81	All	
(ii) 45D 82	All	

Transferor *Surnames must be underlined*

(i) John Adair Francis
(ii) Richard Nicholas Zydenbos and Susan Margaret Zydenbos

Transferee *Surnames must be underlined*

Orion New Zealand Limited at Christchurch

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. .....; Right of way etc.*

Right to convey electric power in gross forever (continued on pages 2 and 3 Annexure Schedule)

Consideration

Ten cents ($0.10)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 14th **day of** September 1999

Attestation

J. A. Francis
R. N. Zydenbos
S. M. Zydenbos

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name Andrew Morrell McIntosh
Occupation Solicitor
Address Christchurch

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

REF: 1139 F:\CHCDOC01\CSR\0039296.01

Approved by Registrar-General of Land under No. 1995/5003

Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer | Dated 1/9/1999 | Page 3 of 3 Pages

Continuation of "Estate or Interest or Easement to be created"

7 In the case of any difference or dispute as to any clause matter or thing therein contained or implied or as to the construction thereof or in respect of the rights or liabilities of the parties hereunder the same shall be decided by a single arbitrator should the parties agree upon one otherwise by the arbitration of two disinterested persons one to be appointed by each party or by their umpire chosen by the arbitrators before reference to them of the difference or dispute and if either party shall neglect to appoint an arbitrator or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall proceed to final decision alone and every such arbitration shall be deemed to be a reference to arbitration under the Arbitration Act 1996 and any then subsisting amendment thereto or re-enactment thereof.

Continuation of "Attestation"

SIGNED on behalf of **ORION NEW ZEALAND LIMITED** by:

Christopher Stephen Lauric *(name in full)*	Director *(Director/Authorised Person)*	C. S. Lauric *(signature)*
Brendan Peter Keamey *(name in full)*	Authorised Person *(Director/Authorised Person)*	*(signature)*

in the presence of:

David K Wade *(witness signature)*	David Kent Wade *(witness name in full)*
Registered Surveyor *(occupation of witness)*	Christchurch *(address of witness)*

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

J O Francis

Auckland District Law Society
REF 4120

F:\CHCDOC01\CSR\0039296.01

Continuation of "Estate or Interest or Easement to be created"

1 The Transferee shall have the full free and unrestricted right liberty and privilege for the Transferee from time to time and at all times hereafter to convey and transmit electric power and energy through over and along that part of the said land/~~marked A-B-C~~* on Deposited Plan 79744 (hereinafter called "the easement strip") by means of an overhead cable or cables now or hereafter to be erected and any cable or cables erected in substitution therefor.

* (i) marked B-C (ii) marked A-B

2 The Transferee by means of its servants agents contractors and workmen may enter upon the easement strip and the adjoining land of the Transferor at any time by night as well as by day with or without vehicles plant equipment and implements for the purposes of inspection maintenance installation repair and/or replacement of the said overhead cable or cables or any associated equipment or fittings of the Transferee so that the same may at all times be kept in good and efficient working order.

3 The Transferee may dig up and excavate the easement strip for all or any of the said purposes and if necessary may deposit soil upon the Transferor's land adjoining the same provided always that all work shall be carried out expeditiously and on completion the surface of any land affected will forthwith be restored as nearly as possible to its former state and condition at the sole cost and expense of the Transferee.

4 In exercise of the rights hereby granted the Transferee will not unduly interfere with any other lawful user of the Transferor's land and will except in case of emergency give reasonable notice to the Transferor of the Transferee's intention to carry out any works authorised hereby.

5 The Transferee shall at all times indemnify and keep indemnified the Transferor against all liability and possible risk arising out of the Transferee's exercise of rights hereby granted.

6 The Transferor will not do nor suffer nor permit to be done any act matter or thing whereby the Transferee's rights hereunder or any of the said cables equipment or fittings may be interfered with or affected and in particular (but not so as to restrict the generality of this clause) the Transferor will not place or plant nor suffer nor permit to be placed or planted on the easement strip any building structure tree or shrub.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

(Registered in Duplicate)

A - B Lot 2

B - C Lot 1

247 14.OCT99 A 429430.1

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
FOR REGISTRAR GENERAL OF LAND

REGISTRAR-GENERAL OF LAND
NEW ZEALAND

Law Firm Acting
Chapman Tripp Sheffield Young P O Box 2510 Christchurch Tel: (03) 353 4130 Fax: (03) 365 4587

Auckland District Law Society
REF: 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

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UE 5120753.1 VARIATION OF EASEME
CPY-01/02,PGS-003,07/12/01,11:09

DocID: 210436728

VARIATION OF EASEMENT
CERTIFICATE NUMBER A167008.7

Easement varies as follows:
under schedule B, 1. Rights and Powers, (a) Right to Convey Water:

From (i) .....to draw water solely for the purposes of irrigation in approved quantities.....

To (i) .....to draw water for the purposes of irrigation and domestic household use in approved quantities.....

Dated 22nd day of September 2001

Signed by:

.....
Russell Weaver 45D/81 Lot1 DP79744

.....
Beverly Margaret Taylor 45D/81 Lot1 DP79744

.....
Richard Nicholas Zydenbos 45D/82 Lot2 DP79744

.....
Susan Margaret Zydenbos 45D/82 Lot2 DP79744

.....
Richard John Keenan 39D/261 Lot1 DP68039

In the presence of / witness to all of the above signatures:

.....
Pauline Valerie Comber Consultant Christchurch

Certified correct for the purposes of the Land Transfer Act 1952
The parties: (all parties to sign)

NOTICE OF PRODUCTION OF INSTRUMENTS

LT 107

The District Land Registrar

Private Bag

CHRISTCHURCH

Messrs R. KEENAN
23 SOMME ST
CHCH
(Firm intending to register)

For office use only
Date 21/10/01
Number 1430

The following are produced
List of Instruments Produced by Number or C.T. Reference

CERTIFICATE OF TITLE 450/82

To enable registration of:

1. VARIATION OF EASEMENT from ZYDENBOS to WEAVER & TAYLOR & KEENAN 1430
2. A _____ from _____ to _____
3. A _____ from _____ to _____
4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

WESTPACTRUST
P O BOX 203
CHRISTCHURCH

R- 135 14437

Received Above Instruments
For D.L.R.

82570-14000/10/98

This copy to be given to firm intending to register. Registration authorised above will not be accepted without production of this notice

NOTICE OF PRODUCTION OF INSTRUMENTS

LT 107

The District Land Registrar

Private Bag

CHRISTCHURCH

Messrs Malley & Co

See Letter

(Firm intending to register)

For office use only

Date

Number 5/12

The following are produced

List of Instruments Produced by Number or C.T. Reference

CT 45D/81 ✓

1677

To enable registration of:

1. An easement variation from Weaver to Keenan
2. A _____ from _____ to _____
3. A _____ from _____ to _____
4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

Malley & Co

P O Box 1202

CHRISTCHURCH (B J Lomax)

Received Above Instruments

For D.L.R. / /

86485-14000/05/97

This copy to be given to firm intending to register. Registration authorised above will not be accepted without production of this notice

Land Information Memorandum L262580

Application

Rachel Williams		**No.**	L262580
A + S Real Estate Limited		**Application date**	13/10/2026
41E South terrace		**Issue date**	20/10/2026
Darfield 7510		**Phone**	0277484093

Property

Valuation No.	2354125300
Location	1437 Old West Coast Road
Legal Description	LOT 1 DP 79744 BLK VI ROLLESTON SD
Owner	Osmers Toni Louise and Osmers Graham Ian
Area (hectares)	7.2962

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	$710,000.00
Improvements	$730,000.00
Capital Value	$1,440,000.00

Current Rates Year 2026 to 2027

Annual Rates	$5,169.70
Current Instalment	$1,292.40
Current Year - Outstanding Rates	$1,292.40
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

Resource Consent R301147
To Subdivide Off 10 Ha Lot Leaving Balance Lot Of 17 Ha With Existing Dwelling
Completion Certificate 09/01/1995
Consent Approved 13/09/1994

Resource Consent T300036
Erect Dwelling In Conj With Establishment And Operation Of A Sheep, Cropping And Deer Farm On 27.2950 Ha
Decision Notified 04/05/1990
Consent Approved 04/05/1990

Resource Consent R303377
To Erect A Dwelling On A 10 Ha Lot To Be Created By R303376
Decision Notified 01/10/1998
Consent Approved 01/10/1998

Resource Consent R303376
Subdivision Of 17 Ha Zoned Rural 4 Into 2 Lots - 7.2 Ha With Existing Dwelling & 10 Ha Bare Land
Completion Certificate 16/02/1999
Consent Approved 01/10/1998

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 020906
Installation Of Solid Fuel Heater
Code Compliance Certificate Issued 31/07/2002

Building Consent 131085
Farm Building
Code Compliance Certificate Issued 13/08/2013

Building Permit 0827p/d
Plumbing & Drainage
Permit Only

Building Consent 150544
Installation Of A Solid Fuel Heater
Code Compliance Certificate Issued 12/01/2017

Building Consent 010620
Garage
Lapsed

Building Consent 241422
Exemption - Green House As Per Attached Plans
Exemption Granted 13/09/2024

Building Permit H043729
Erect Shearing Shed
Permit Only

Building Consent R410247
Plumbing & Drainage
Permit Only

Building Permit B088574
Erect Potato Shed
Permit Only

Building Permit J61791
Erect Dwelling With Attached Garage
Permit Only
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.

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

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

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

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

Schedule 1 Exempt Building Work

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

Services

Water

Council Water Scheme is not available.

Own potable water supply required.

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

Sewer

Council Sewer Scheme is not available

On-site sewage treatment and disposal.

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

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

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

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

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

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

For those properties not connected to a 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.

Stormwater

Soak hole

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

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

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

This property is within the Observatory Lighting Control Overlay. There are restrictions for non-residential artificial outdoor lighting to manage sky glow effects. For further information visit https://eplan.selwyn.govt.nz/review or contact the duty planner on 0800 SELWYN (0800735996).

Reference: West Melton Rifle Range 55dB Ldn Noise Control Overlay
This property is located within a Noise Control Overlay in the Partially Operative District Plan. For further information visit https://eplan.selwyn.govt.nz/review or contact the duty planner on 0800 SELWYN (0800735996).

Area-specific matters

None known

Land Notes

This property was identified on a preliminary list (prepared by SDC in September 2014), of potentially contaminated sites due to its previous horticultural use. (growing potatoes) This SDC list along with other Information relating to the site has been separately assessed by ECan and the site has not been included on the Listed Land Use Register. Never the less this preliminary list is information that SDC holds in relation to the property so disclosure is appropriate enabling further consideration as to whether or not additional research is required relating to the existence or otherwise of previous uses.

Land Notes: This property is one a list of sites that could be potentially contaminated due to a suspected previous use as
This information has been included as required disclosure of information currently held by Selwyn District Council in relation to the property.

Applicants must themselves consider whether or not any additional investigations are required for the applicant's purposes relating to the existence or otherwise of contamination from previous sites.

Environment Canterbury may also hold information on their Listed Land Use Register (LLUR).

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

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

Land Notes: This property is located within the area encompassed by the Greater Christchurch Urban Development Strategy (UDS). The UDS is a joint initiative to plan and manage the growth of the Greater Christchurch Region over the next 35 years and is a partnership between the Christchurch City Council, Environment Canterbury, the Waimakariri District Council, Selwyn District Council, and Waka Kotahi NZ Transport Agency.
The Selwyn District Council is developing several strategic documents that seek to implement the UDS that may have an impact on this property in the future. Further information on Council projects can be found on the Council's website www.selwyn.govt.nz or by contacting the planning department on 0800 SELWYN (0800735996).

Land Notes: This property is within the area encompassed by the 2007 Christchurch, Rolleston, and Environs Transportation Study (CRETS). The published Strategy outlines a range of strategic transportation initiatives to cater for long term growth in this area of the district. This includes the upgrading of existing roads and the provision of new roads which may affect private property. Further information on this Study can be viewed on the Councils website www.selwyn.govt.nz under Transportation and Roading.

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

Old West Coast Road is a formed and sealed arterial 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%272354125300%27&zoom_to_selection=true

  – use this map to view any of the natural hazards identified below that impact this Property or in the vicinity of the Property
- Our Duty Planner service at planning.technical@selwyn.govt.nz, or call 0800 SELWYN (735 996).

Earthquake

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

Earthquake Prone Buildings

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

Erosion

District Plan information relating to erosion

None known

Landslip and Rockfall

Regional mapping of landslides / rock avalanches

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

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

None known

Liquefaction and Subsidence

Liquefaction / Geotechnical risk

The Property is within an area where liquefaction damage is possible in future earthquakes. The Selwyn District Council has mapped areas where a liquefaction assessment is required, and other areas where a liquefaction assessment is only needed for certain activities. View Selwyn District Council's maps. View Selwyn District Plan rules relating to liquefaction / geotechnical planning requirements. Environment Canterbury has separately identified additional areas where liquefaction is possible.

View Environment Canterbury's map showing areas where liquefaction is possible. Further information about liquefaction generally can be found in the following technical reports:

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

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

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

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

Tsunami

None known

Flooding and Inundation

District Plan information relating to flooding and inundation

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

Plains Flood Management Overlay

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

- Selwyn River/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 Less than 30m below ground
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)	119m	-
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

Templeton deep fine sandy loam
Waimakariri stony sandy loam and shallow sandy loam
Waimakariri shallow sandy loam
Rakaia deep sand
Waimakariri shallow sandy loam

Land Fill

None known

Licences/Environmental Health

None known

Network Utility Operators

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

Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:

   a) Discharge consents.

   b) Well permits.

   c) Consents to take water.

   d) The existence of contamination and/or hazardous sites.

   e) Flooding.

   f) Clean air discharge compliance.

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

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

Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).
2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their

agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:

a) The information may be relevant to the purposes for which this report is obtained;

b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

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

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

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

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

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.

6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.

7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.

Information Management Team

Date: 20/10/2026

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

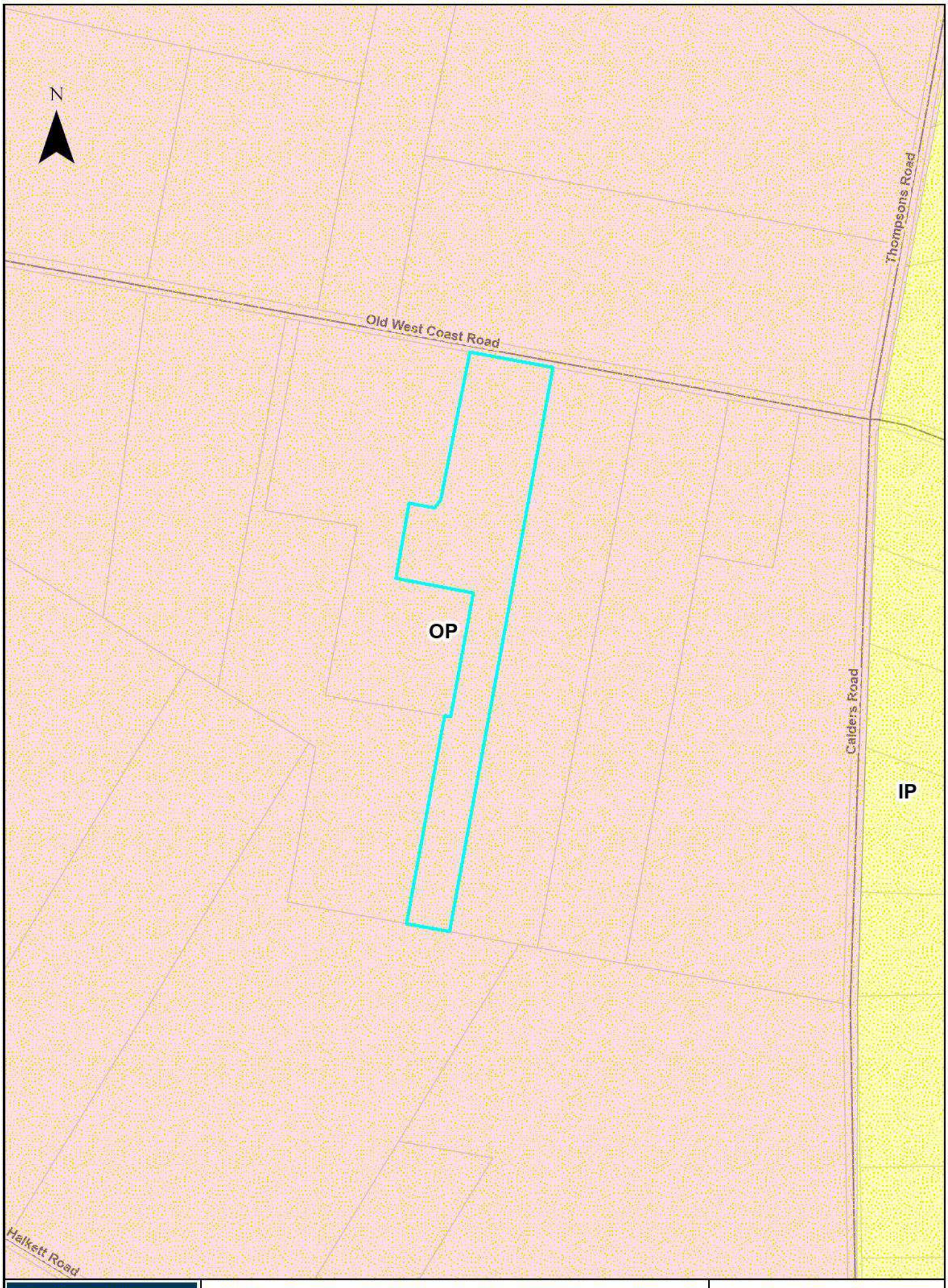
Liquefaction Susceptibility
- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

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



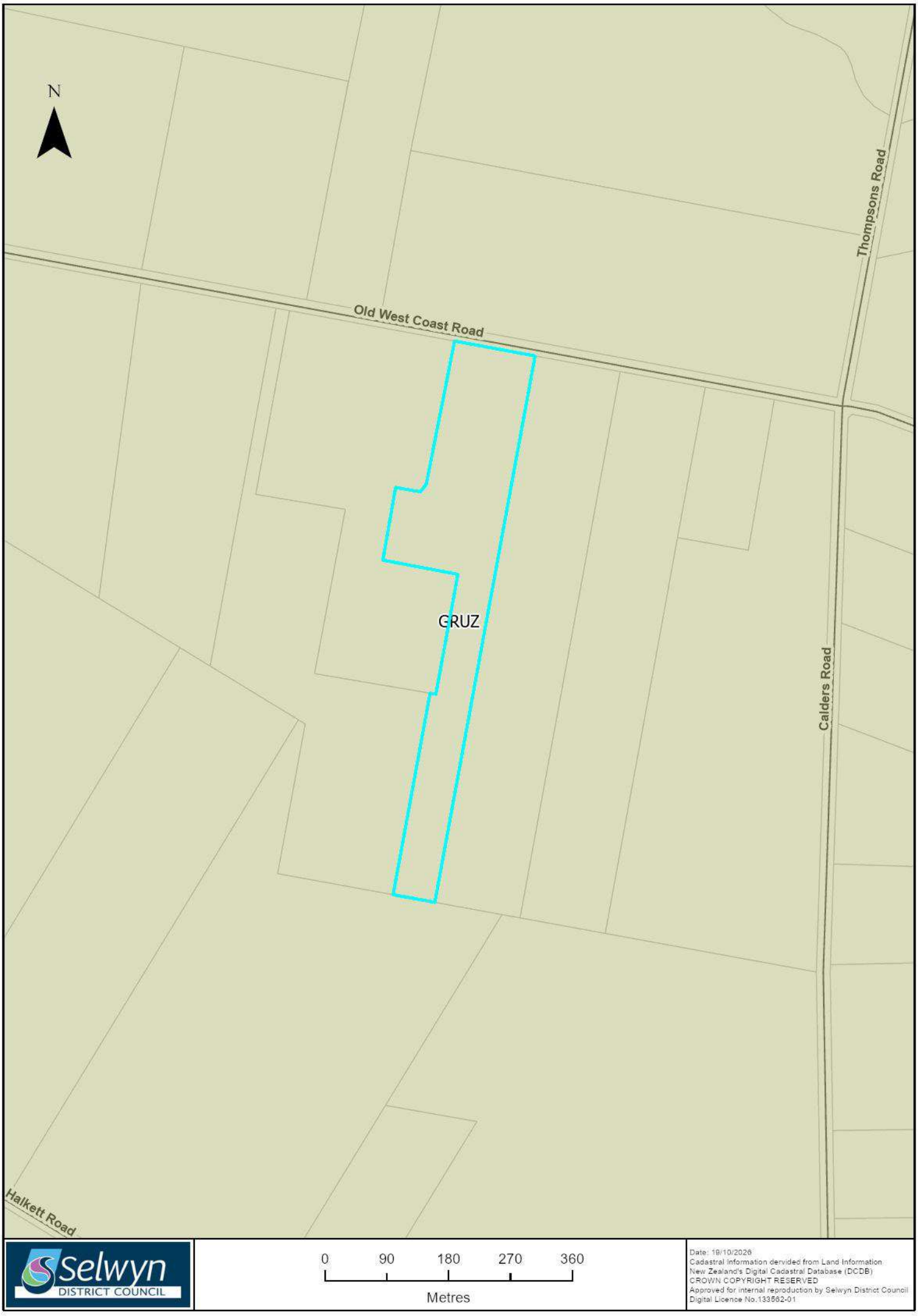
Selwyn DISTRICT COUNCIL

0 90 180 270 360

Metres

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LIM REPORT - PODP Zone and Precinct



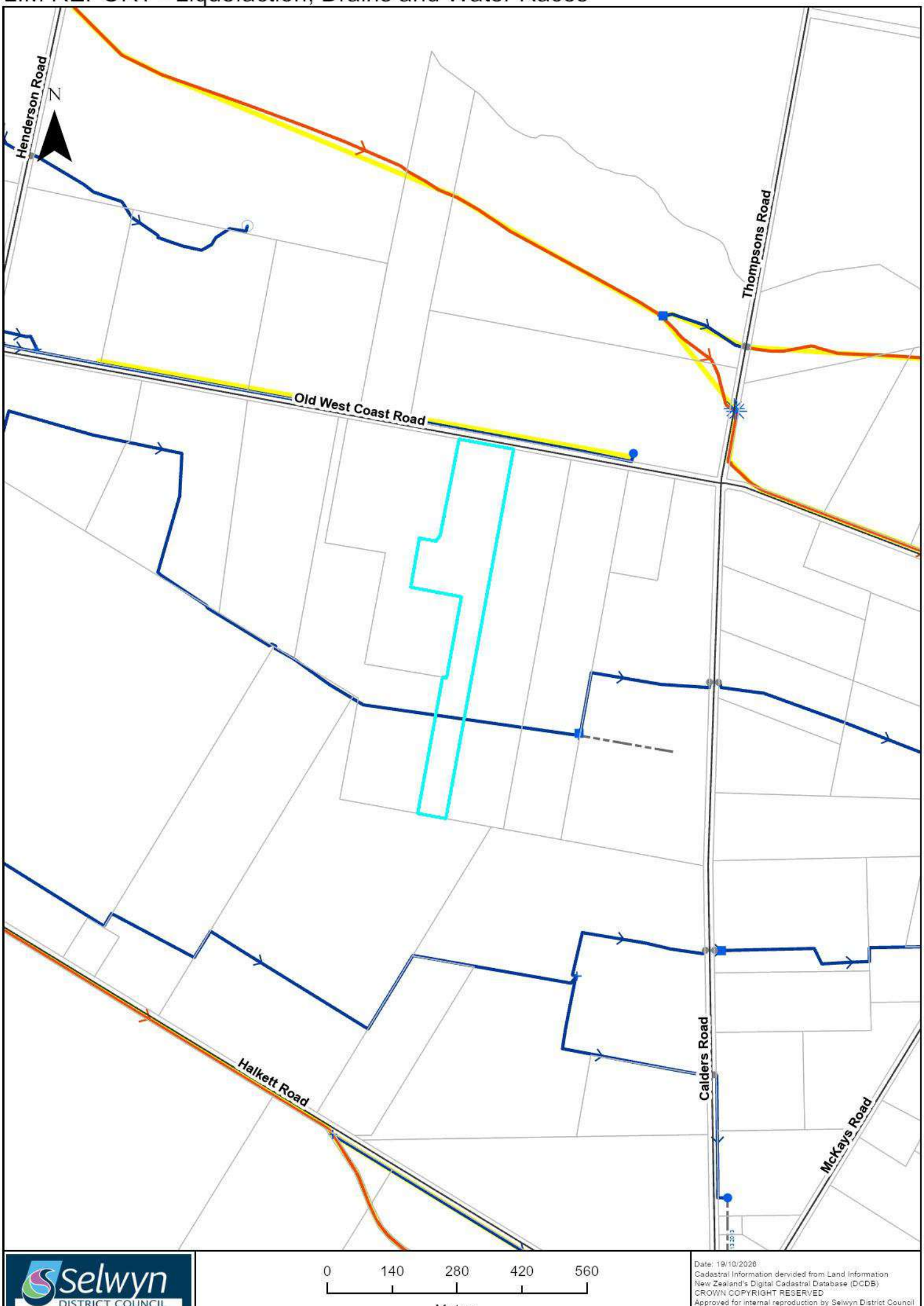
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LIM REPORT - Liquefaction, Drains and Water Races



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.

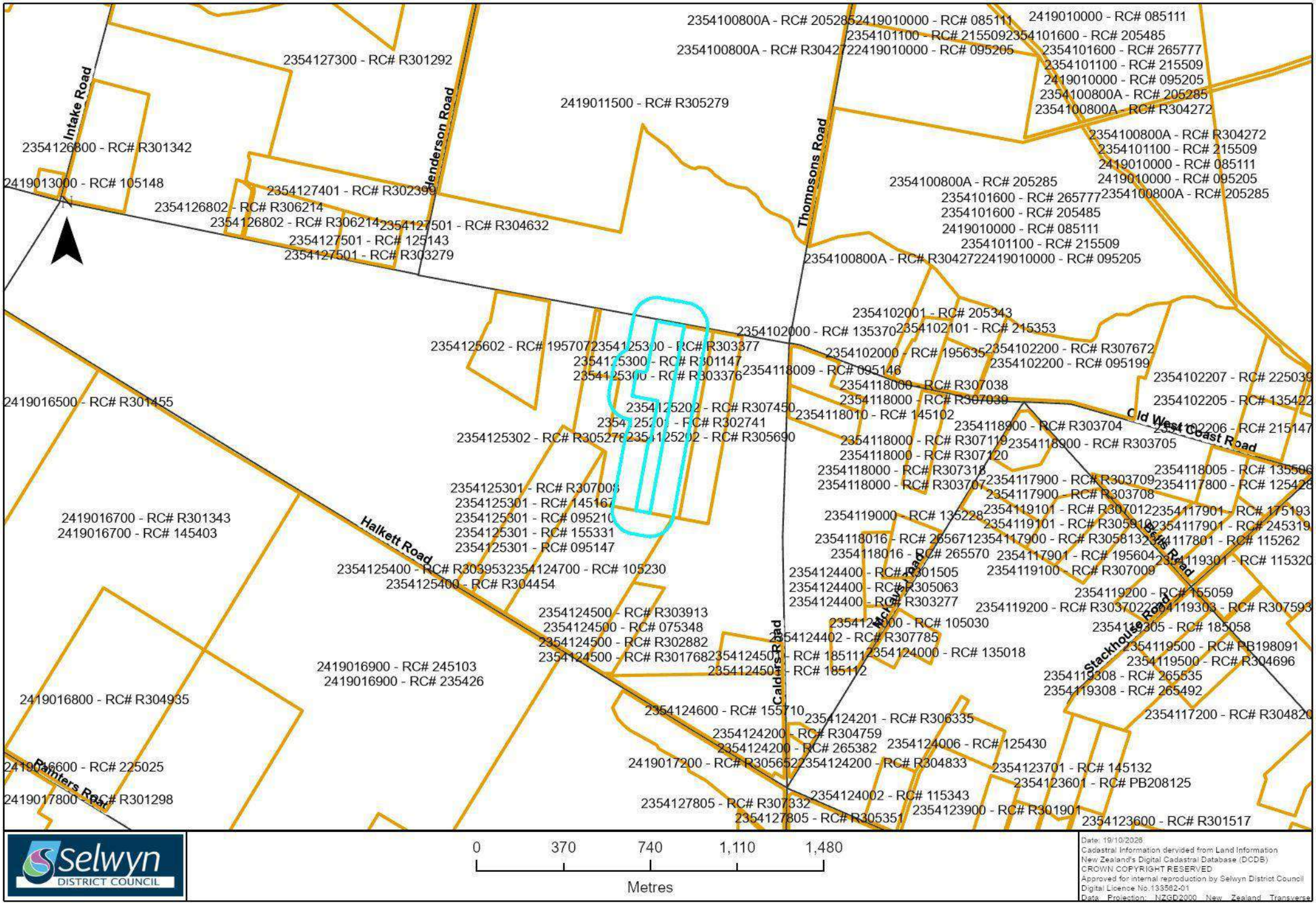
Resource Consent Status Codes:

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

2354125300


2354100800A - RC# 2052852419010000 - RC# 085111
2419010000 - RC# 085111
2354101100 - RC# 2155092354101600 - RC# 205485
2354100800A - RC# R3042722419010000 - RC# 095205
2354101600 - RC# 265777
2354101100 - RC# 215509
2419010000 - RC# 095205
2354100800A - RC# 205285
2354100800A - RC# R304272
2354127300 - RC# R301292
2419011500 - RC# R305279
Intake Road
Henderson Road
Thompsons Road
2354126800 - RC# R301342
2419013000 - RC# 105148
2354127401 - RC# R302399
2354126802 - RC# R306214
2354127501 - RC# R304632
2354127501 - RC# 125143
2354127501 - RC# R303279
2354100800A - RC# 205285
2354101600 - RC# 265777
2354101600 - RC# 205485
2419010000 - RC# 085111
2354101100 - RC# 215509
2354100800A - RC# R3042722419010000 - RC# 095205
2354102001 - RC# 205343
2354102000 - RC# 135370
2354102101 - RC# 215353
2354125602 - RC# 1957072354125300 - RC# R303377
2354125300 - RC# R301147
2354125300 - RC# R303376
2354102000 - RC# 195635
2354102200 - RC# R307672
2354102200 - RC# 095199
2354118009 - RC# 095146
2354118000 - RC# R307038
2354118000 - RC# R307039
2354102207 - RC# 225039
2354102205 - RC# 135422
2419016500 - RC# R301455
2354125202 - RC# R307450
2354125202 - RC# R302741
2354125302 - RC# R3052782354125202 - RC# R305690
2354118010 - RC# 145102
2354118900 - RC# R303704
Old West Coast Road
2354102206 - RC# 215147
2354118000 - RC# R307119
2354118900 - RC# R303705
2354118000 - RC# R307120
2354118000 - RC# R307318
2354118000 - RC# R303707
2354118005 - RC# 135506
2354117900 - RC# R303709
2354117800 - RC# 125428
2354117900 - RC# R303708
2354125301 - RC# R307008
2354125301 - RC# 145167
2354125301 - RC# 095210
2354125301 - RC# 155331
2354125301 - RC# 095147
2354119101 - RC# R3070122354117901 - RC# 175193
2354119000 - RC# 135228
2354119101 - RC# R3059102354117901 - RC# 245319
2354118016 - RC# 2656712354117900 - RC# R3058132354117801 - RC# 115262
2354118016 - RC# 265570
2354117901 - RC# 1956042354119301 - RC# 115320
2419016700 - RC# R301343
2419016700 - RC# 145403
Halkett Road
2354125400 - RC# R30395322354124700 - RC# 105230
2354125400 - RC# R304454
2354124400 - RC# R301505
2354124400 - RC# R305063
2354124400 - RC# R303277
2354119100 - RC# R307009
Jacksons Road
2354119200 - RC# 155059
2354119200 - RC# R3037022354119303 - RC# R307593
2354124500 - RC# R303913
2354124500 - RC# 075348
2354124500 - RC# R302882
2354124500 - RC# R3017682354124501 - RC# 185111
2354124501 - RC# 185112
2354124000 - RC# 105030
2354124402 - RC# R307785
2354124000 - RC# 135018
Stackhouses Road
2354119305 - RC# 185058
2354119500 - RC# PB198091
2354119500 - RC# R304696
2354119308 - RC# 265535
2354119308 - RC# 265492
2419016900 - RC# 245103
2419016900 - RC# 235426
Caldwells Road
2419016800 - RC# R304935
2354124600 - RC# 155710
2354124201 - RC# R306335
2354117200 - RC# R304820
2354124200 - RC# R304759
2354124200 - RC# 265382
2354124006 - RC# 125430
2419017200 - RC# R3056522354124200 - RC# R304833
2354123701 - RC# 145132
2354123601 - RC# PB208125
2419016600 - RC# 225025
Painters Road
2419017800 - RC# R301298
2354124002 - RC# 115343
2354127805 - RC# R307332
2354127805 - RC# R305351
2354123900 - RC# R301901
2354123600 - RC# R301517
0
370
740
1,110
1,480
Metres
Selwyn DISTRICT COUNCIL
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Assessment_ID	RC Number	Proposal	Decision Date
2354124700	105230	TO ERECT DWELLING EXCEEDING PERMITTED HEIGHT	2010-09-23
2354125201	R302741	SUBDIVISION OF A BARE LAND RURAL LOT INTO 2 X 10 HA LOTS	1997-10-14
2354125300	R301147	TO SUBDIVIDE OFF 10 HA LOT LEAVING BALANCE LOT OF 17 HA WITH EXISTING DWELLING	1994-09-13
2354125300	R303376	SUBDIVISION OF 17 HA ZONED RURAL 4 INTO 2 LOTS - 7.2 HA WITH EXISTING DWELLING & 10 HA BARE LAND	1998-10-01
2354125300	R303377	TO ERECT A DWELLING ON A 10 HA LOT TO BE CREATED BY R303376	1998-10-01
2354125302	R305278	TO ERECT DWELLING OF NON COMPLYING HEIGHT	2002-03-15

Selwyn DISTRICT COUNCIL

HIGH STREET, LEESTON
PRIVATE BAG 1, LEESTON
PH: (03) 324-8080 FAX: (03) 324-3531

REF No.....

Code Compliance Certificate 020906

Section 43(3), Building Act 1991

APPLICANT

R WEAVER
1437 OLD WEST COAST ROAD
R D 1
CHRISTCHURCH

Issue date 31/07/02

Project

Description	Alterations, Repairs or Extensions Being Stage 1 of an intended 1 Stages INSTALLATION OF SOLID FUEL HEATER
Intended Life	Specified as 25 years
Intended Use	Heating Milan inbuilt dry
Estimated Value	$2,500
Location	OLD WEST COAST ROAD, WEST MELTON RAPID:3451437
Legal Description	LOT 1 DP 79744 BLK VI ROLLESTON SD
Valuation No.	2354125300

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:

Code Compliance Certificate

Section 95, Building Act 2004

The Building

Street address of building: 1437 Old West Coast Road, Halkett,

Legal description of land where building is located: LOT 1 DP 79744

Building name: N/A

Location of building within site/block number: 1437 Old West Coast Road Halkett

Level/unit number: N/A

Current, lawfully established, use: Unknown

Number of Occupants: 3

Year first constructed:

The Owner

Name of owner: T F & N M Ashby

Contact person: Terry & Nichola Ashby

Mailing address: 1437 Old West Coast Road

RD 1

Christchurch

Street address/registered office: 1437 Old West Coast Road, Rd 1, Christchurch

Phone number: 03 318 1600

Mobile: 0274815508

Facsimile number: 03 318 1617

Email address: terry.nikky@xtra.co.nz

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

Building Work

Building consent number: BC131085
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: 13 Aug 2013

Code Compliance Certificate

Section 95, Building Act 2004

The Building

Street address of building: 1437 Old West Coast Road, Halkett

Legal description of land where building is located: LOT 1 DP 79744

Building name: N/A

Location of building within site/block number: 1437 Old West Coast Road Halkett

Level/unit number: N/A

Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling

Number of Occupants: N/A

Year first constructed: 2015

The Owner

Name of owner: T F & N M Ashby

Contact person: Terry

Mailing address: 1437 Old West Coast Road, RD 1, Christchurch

Street address/registered office: N/A

Phone number: 03 3181600

Mobile: 0276922920

Facsimile number: N/A

Email address: creatingstyle@xtra.co.nz

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

Building Work

Building consent number: BC150544

Description: Installation of a Solid Fuel Heater

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.

Todd Boyd
Senior Inspector
On behalf of: Selwyn District Council
Issue Date: 12 Jan 2017

13 September 2024

GI & TL Osmers
1437 Old West Coast Road
West Melton
Christchurch 7671

Dear Sir or Madam,

Exemption to the requirement to obtain a building consent application

Reference Number: 241422
Project Location: 1437 Old West Coast Road
West Melton
Project Description: Exemption - Green House as per attached plans

We have reviewed your application for an exemption to the requirement to obtain a building consent for the work described in the documents submitted. Your application has been granted in terms of Schedule 1 of the Building Act 2004.

This exemption has been granted based on the following considerations:

1) That the work is constructed in accordance with the drawings submitted (a stamped copy of these is enclosed for your use).

2) 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.

It is important to note that it is the responsibility of the organiser(s) to ensure that the requirements of the NZ Building Code are fully met in all respects. For this reason it is recommended that only appropriately skilled and/or qualified personnel are engaged to carry out the building work.

It is recommended that the owner supply completion documents at the end of the project to be placed on the property file against BC241422, as a record of works completed.

The recommended documentation includes:
• Producer statement (PS4) construction review.
• Site inspection records, including photo records of work where applicable.
You can forward any completion documents to building.compliance@selwyn.govt.nz with BC241422 as a reference.

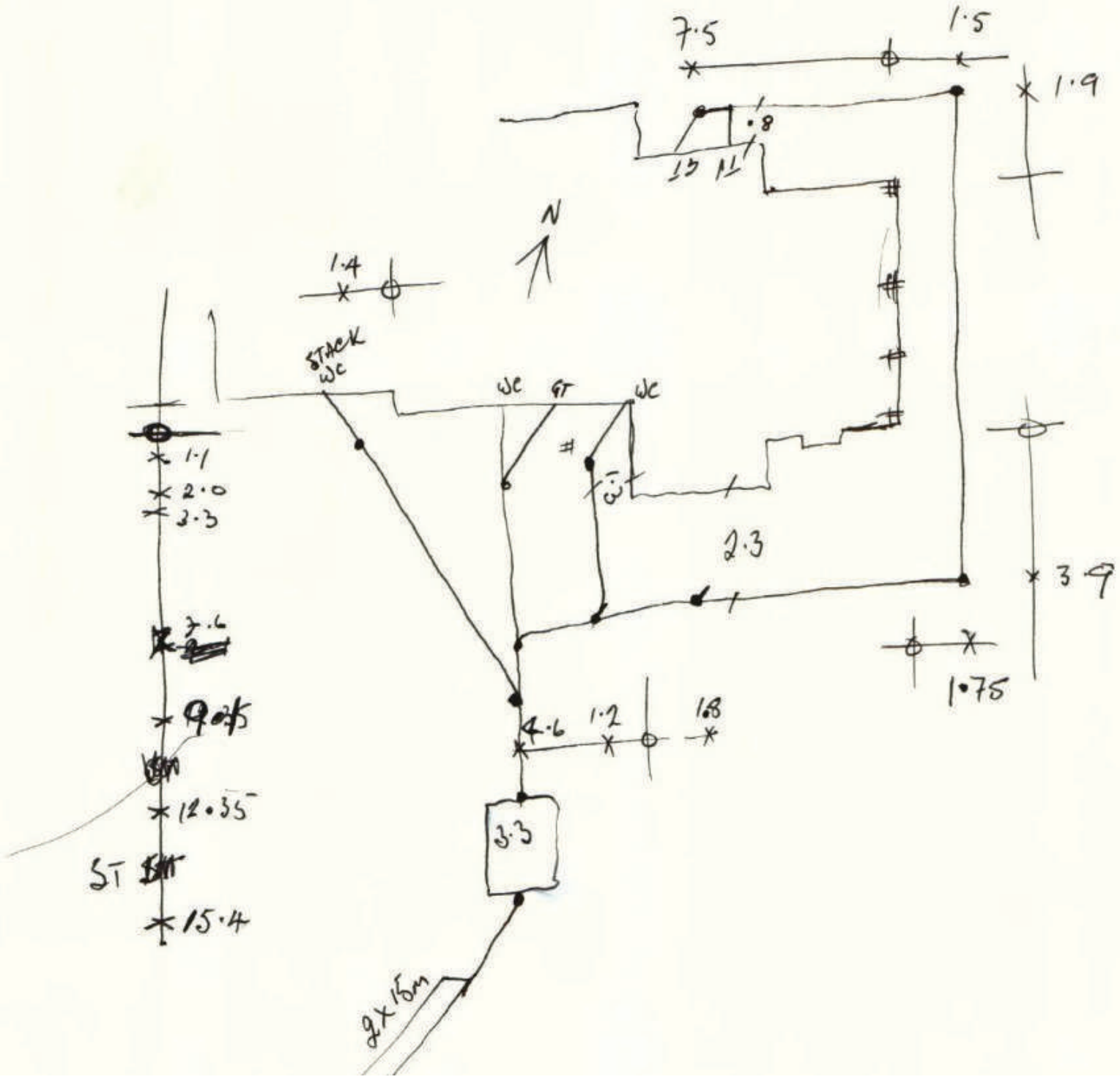
Should you have any queries regarding this letter please contact our building advisory team on 03 347 2839.

Yours faithfully

Isobel Bates
Building Surveyor Building Compliance
On behalf of: Selwyn District Council

23541 /253/00 ?

JOHN FRANCIS
OLD WEST COAST RD
22.9.92
D/C. ANDREW HAITANA



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.

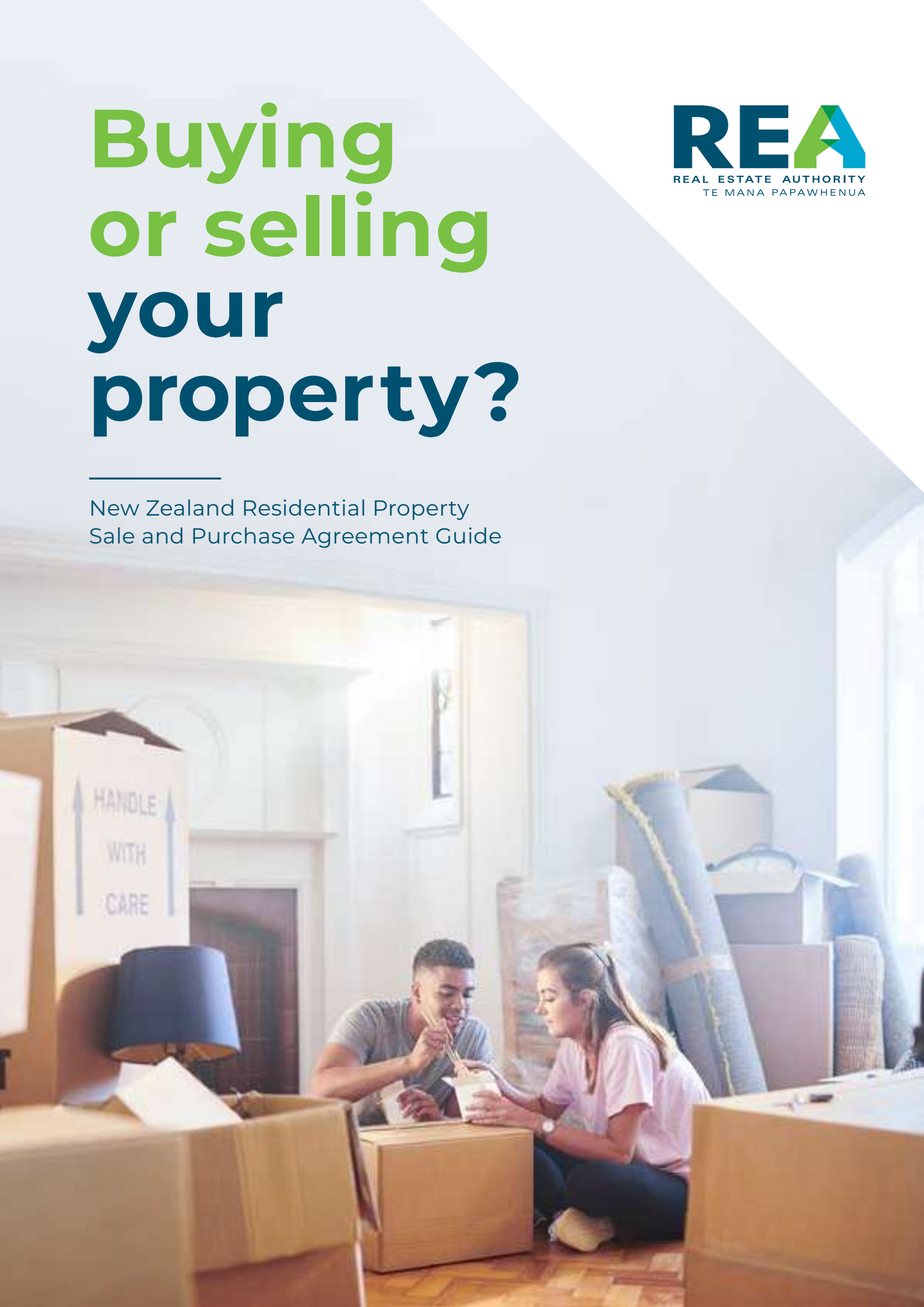
(h) Rural dwellings depend upon septic tanks and on-site systems for the disposal of sewage. The septic tanks are the responsibility of the property owner and require regular maintenance to ensure proper functioning.

(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.

Buying or selling your property?

New Zealand Residential Property
Sale and Purchase Agreement Guide

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA



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

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