



REAL ESTATE

"your best move"

Information Memorandum

3 Donne Street, Marshland



0508 call lime
limerealestate.co.nz

Lime Real Estate Ltd Licensed REAA 2008

Prepared by
Brooke Azzopardi

*Principal Licensee
Licensed Sales Consultant*

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e brooke@limere.co.nz



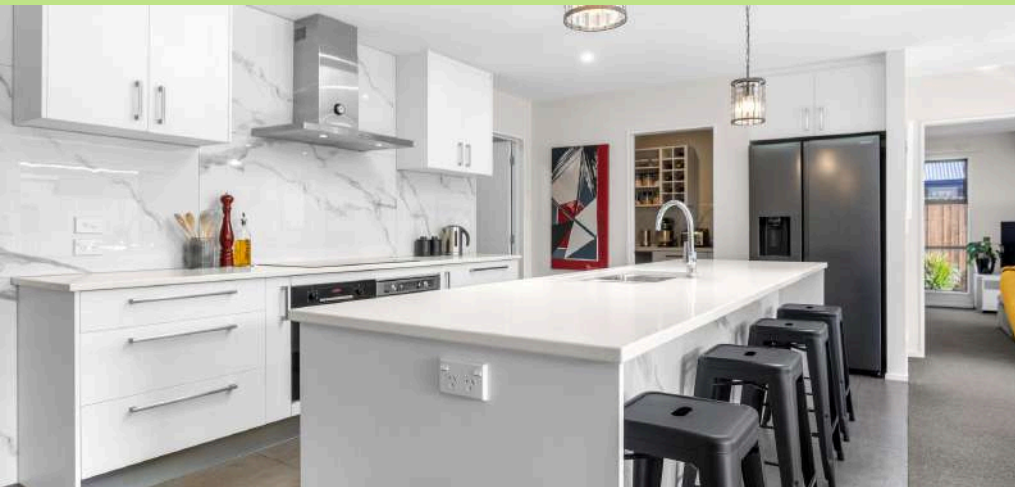
Lime Real Estate was born with the desire to provide a real point of difference to our clients and customers. We don't only specialise in achieving the best results for you. As a team, we specialise in providing an amazing customer experience with customer service being our passion and priority, no matter who you are.

We are not a franchise! This means that the revenue we generate, can be distributed and shared locally to North Canterbury and our focus will be around supporting the communities who support us. It also means we have the flexibility to provide a genuine and hands on approach to each individual client offering a personalised and all-encompassing, boutique Real Estate experience and we all take great pride in providing this to you.

At Lime, we fully understand that one size doesn't fit all. We still believe that good old-fashioned client service leads the way in dealing with your largest and most valuable assets and our whole team comes together with the common goal of providing a seamless and personal customer experience to every person we cross paths with.

As a team, we also share the desire and commitment to work together in a supportive and safe environment that encourages innovation, growth, positivity, a learning culture, teamwork, fun, friendship, accountability, success, results and continuous professional training and development.

While we are small-scale independent Real Estate brand, our team are experts in marketing your property with a reach that ensures we are across a wide variety of platforms, giving you 100% confidence that no stone will be left unturned when we are working for you.



4 2 2 2 472sqm 210sqm

Buy Me!
Price By Negotiation

Legal Details

- Lot 755, DP 495865, CT 728526
- Year Built 2017 (CoreLogic)
- RV \$980,000
- Rates \$5787.47 pa

Notes :

Source: Please be aware that information may have been sourced from third parties and we have not been able to independently verify the accuracy of the same. Land and floor area measurements are approximate and boundary lines are indicative only. We highly recommend you complete your own research and seek independent legal and/or technical advice.

Scan for
Property File



Brooke Azzopardi

As the owner of Lime Real Estate and having worked in the industry since 2007, I bring a wealth of knowledge and experience to every client I work with, I have a deep understanding of the North Canterbury and Christchurch markets in both sales and property management and my commitment to excellence combined with my passion for the industry and people, has earned me the trust of clients who appreciate my dedication and professionalism.

I take the greatest pride in the connections I have made throughout my career and the relationships I have gained and continue to nurture. These connections are what have allowed me to be successful in my line of work, and I don't take them for granted.

I am a very skilled negotiator, having learnt much of my negotiation skills in the corporate world in both Australia and New Zealand and this expertise is your advantage when you choose to work with me.

I understand the true meaning of good-old fashioned client service and when I say I will do something, I mean it. I am highly down to earth and reliable, and I still believe in the trust of a handshake to honour my commitment to you.

It has been a combination of my overall qualities that have allowed me the privilege of receiving recognition on a national level.

Maximising your real estate potential, is my absolute passion!

Brooke Azzopardi

029 777 6706

brooke@limere.co.nz

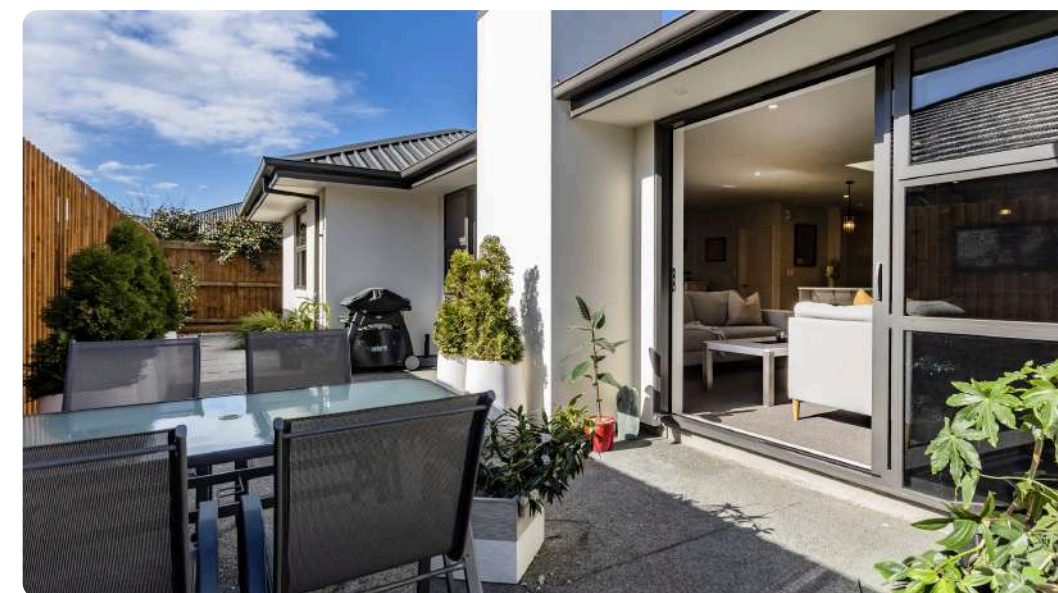


"your best move"



**Buy
Me**

3 Donne Street, Marshland





Delightful Design, Desired Location!

- Four generous bedrooms (master with ensuite and WIR)
- Dual living areas, spacious kitchen and walk-in pantry
- Well-equipped bathrooms with tiled floors and showers
- Gas fire, heat pump and under tile heating
- Low maintenance outdoor areas for stress-free living



Buying by deadline sale

Identifying deadline properties for sale

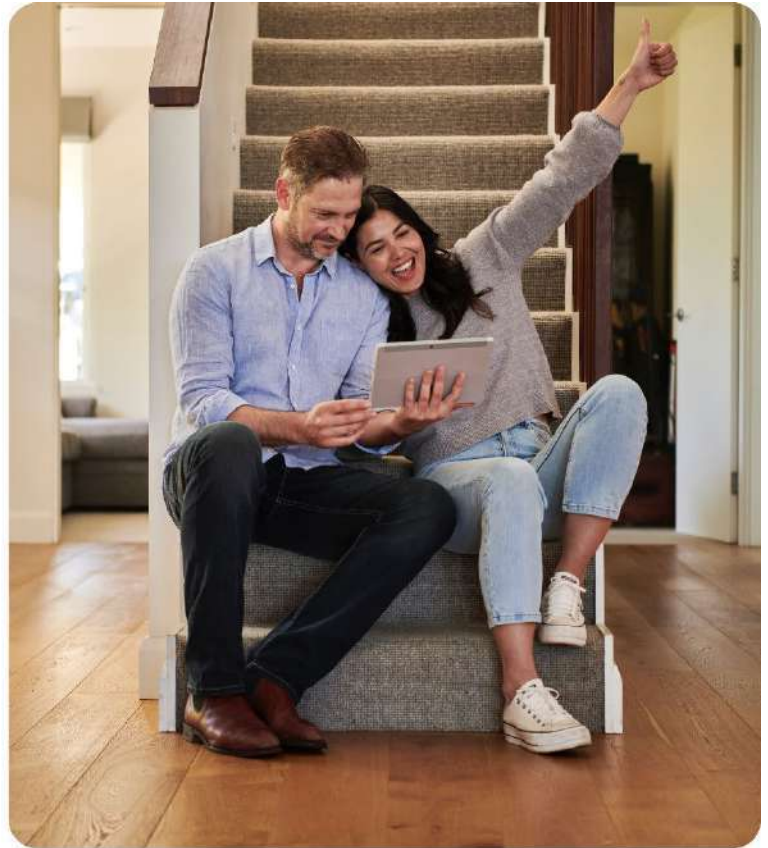
A deadline sale may be advertised using the terms 'deadline treaty' or 'deadline sale'. The property advertising may include the words 'unless sold prior', which means the property can be sold before the end date.

Offers can be made at any point up to the end date. Sellers can choose to accept an offer at any time, so you need to be proactive in registering your interest.

Researching the property

Before you make an offer, learn as much as you can about the property and ask your lawyer or conveyancer to help you understand any reports you get. Checks you can make include:

- The value of the property
- A title search and LIM Report request
- Review any information the council has on the property
- Check the house, land, and neighbourhood



Confirming your finances

If possible, make sure your finances are in order before you make an offer. If you are using a lender, you may need to include finance approval as a condition of the offer. Your lender may want specific details about the property before you make an offer, even if you have pre-approved lending.

You will need to pay a deposit when the agreement is signed or soon after. The deposit is usually around 10% of the purchase price.

Making an offer

If you're interested in a property being sold by deadline sale, let the agent know straight away. The seller can accept offers at any time. They don't need to wait for the deadline date.

When you're ready to make an offer talk to your lawyer or conveyancer or the agent selling the property. Your lawyer or conveyancer or the agent will prepare a sale and purchase agreement for you to sign.

See a lawyer or conveyancer early to help you through the deadline sale and settlement processes.

Buying by deadline sale

Deciding what kind of offer to make

You can choose to make an unconditional or conditional offer on the property:

- An unconditional offer means you do not have any conditions to meet before buying the property. This is sometimes known as a cash offer.
- A conditional offer means you have conditions that you want met before you agree to buy the property.

If you make a conditional offer, the real estate agent will negotiate on behalf of the seller. This means the real estate agent may make suggestions which will benefit the seller. Conditions could include making your offer subject to getting a building inspection or a valuation, confirming your financial arrangements or selling your own property.

The seller can also attach conditions to the sale such as changing the settlement date or specifying the details of the chattels (for example, stove, fixed floor coverings, blinds, curtains and light fittings) that come with the house.

Checking the sale and purchase agreement

If the agent prepares the sale and purchase agreement, you should get your lawyer or conveyancer to review it before you sign it.

Waiting for the seller to consider your offer

When you're happy with the sale and purchase agreement, the agent will present your offer to the seller to consider. If there is more than one offer, the sale may turn into a multi-offer process.

The seller doesn't have to accept the highest offer. They can accept any or none of the offers and may negotiate with anyone who submits an offer.

Completing the sale process

If your offer is accepted by the seller, they will sign the sale and purchase agreement. You will either pay your purchase deposit now or when the agreement goes unconditional, depending on what you and the seller have agreed.

Working through conditions

If you have added conditions to the offer such as arranging finance or getting the property checked by an expert, you will have to complete these before a date agreed with the seller (and set out in the sale and purchase agreement). It's a good idea to get things moving quickly because the seller may be entitled to cancel the agreement, or you may be deemed to have not satisfied the conditions if you don't meet them by the due date.

If you need an extension to complete any conditions, you must speak to your lawyer or conveyancer who will negotiate with the seller through their lawyer or conveyancer. Any changes will need to be added to the sale and purchase agreement and signed off by you and the seller.

When all the conditions have been met, the sale becomes unconditional.

Buying by deadline sale

What if something goes wrong after my offer is accepted?

If there is a problem meeting the conditions of the sale, such as your finance arrangements falling through, or you are unhappy with the results of a property inspection report, and you want to withdraw from the sale, you must let your lawyer or conveyancer know as soon as possible. They will contact the seller's lawyer or conveyancer. Remember, this can only occur if you have stipulated these conditions in the sale and purchase agreement.

If all the conditions have been met and the agreement is unconditional, but you fail to complete the sale, you may lose your deposit, be taken to court or be penalised by the seller. You can consider adding a condition to the sale and purchase agreement that you will pay the deposit when the sale is unconditional.

Pay the agreed amount by the settlement date

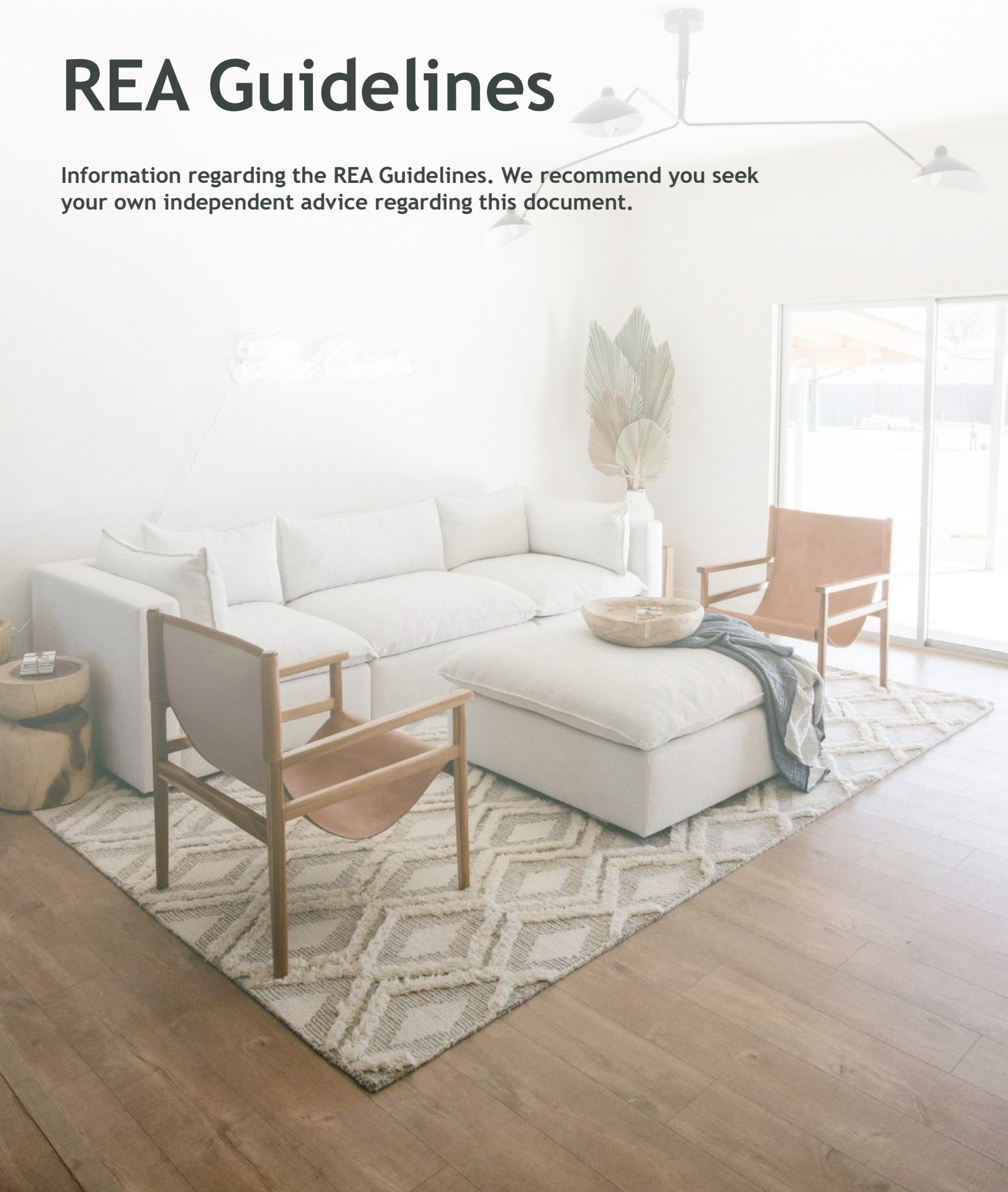
You must pay the remaining amount agreed for the property on the settlement date. You usually pay the remaining amount through your lawyer or conveyancer, and on settlement day, you will get the keys to the property.

Summary

- If a property is being sold by deadline sale, the seller sets a date and buyers can make an offer at any time before that date. The seller may indicate a price, and buyers can offer more or less than that price and see if the seller is open to negotiation.
- Buyers can attach conditions to their offer such as an offer expiry date, making the offer subject to a property inspection report, a valuation or approved finance or selling another property.
- Sellers can also attach terms and conditions to the sale, for example, the settlement date and which chattels will be included.
- If you can't meet the conditions or need an extension, you need to talk to your lawyer or conveyancer and the real estate agent as soon as possible.
- A deposit is paid either on acceptance of the agreement by the seller or on the agreement becoming unconditional (depending on the terms of the offer).
- The remainder of the purchase price is due on settlement day (when the property is scheduled to change ownership). Check the settlement date and make sure you have all your finances and other arrangements in place before then.
- If there is more than one offer, the sale may become a multi-offer process.

REA Guidelines

Information regarding the REA Guidelines. We recommend you seek your own independent advice regarding this document.



Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

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

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

We welcome any feedback you have on this publication.

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

Key things to know about sale and purchase agreements

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

What a sale and purchase agreement is

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

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

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

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

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

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

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

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

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

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

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

About settled.govt.nz



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

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

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

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

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

For more information

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



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

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

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

What we do

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

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

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

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

For more information

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



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

Additional Information

Additional Information for this property. We recommend you seek your own independent advice regarding this document.



Declaration |

Acknowledgement, Consent and Disclosure

3 Donne street, Marshland 16/7/2025
 Property Address Date

- 1 Has this property been subject of a written Building report, Ground report, Methamphetamine report, Healthy homes report and/or any other such report? (if Yes please answer a,b,c,d) ☐ Yes
☒ No
 - a. Type of Report/s: ☐ Building ☐ Geotechnical ☐ Engineers ☐ Meth ☐ Healthy Homes
Other: _____
 - b. Date of Report/s: _____
 - c. Reports Completed by: _____
 - d. Copy available to LRE for disclosure purposes? ☐ Yes ☐ No Copy provided to Agent: ☐ Yes ☐ No

- 2 Have you ever had difficulty obtaining insurance cover for this property? ☐ Yes
☒ No

Details: _____

- 3 Have there been any building works, alterations, renovations on the property that you are aware of that are unconsented, unpermitted, non-compliant or do not have a code of compliance certificate where required? ☐ Yes
☒ No

Details: _____

- 4 Has any room in the property been converted into a different use or repurposed (eg. garage to a bedroom) ☐ Yes
☒ No

Details: _____

- 5 Are there any Solar, Insulation or Fireplace loans that are currently outstanding? ☐ Yes
☒ No

Details: _____

- 6 Are there any past or present water penetration/weathertightness issues with the property? ☐ Yes
☒ No

Details: _____



- 7 Have you ever had any roof leaks? ☐ Yes
☒ No

Details:

- 8 Does the property have monolithic plaster, Harditex, Weatherside or similar cladding? ☐ Yes
☒ No

Details:

- 9 As far as you are aware, has the property (including all areas of the property that appear on the title) or the immediate surrounding areas, ever been a subject of flooding, subsidence, erosion or drainage issues or damage? ☐ Yes
☒ No

Details:

- 10 Have you signed any local body consents for trades work, building, development, roading or any other such work that requires a signed consent that would affect a buyers decisions to purchase your home? ☐ Yes
☒ No

Details:

- 11 Are you aware of any current or future developments in the neighbourhood (eg apartments, social housing)? ☐ Yes
☒ No

Details:

- 12 Is there anything that would be of interest to a purchaser for the purpose of disclosure that relates to unnatural death (e.g. suicide, murder), violent crime, neighbourhood or neighbour issues, drug or gang related issues, hearsay, or any other such information that should be disclosed to a prospective purchaser? ☐ Yes
☒ No

Details:

- 13 Is there anything at the property that does not work, is broken, damaged, or in less than perfect condition? ☐ Yes
☒ No

Details: However, self cleaning function on RHS
oven recommended not to use.



14 Do you intend on completing repairs, maintenance, or improvements on the property prior to settlement? ☐ Yes ☒ No

Details:

15 Is there a Wood Burner on the property? (If Yes, please answer a,b,c) ☐ Yes ☒ No

a. Does it have a permit and a code of compliance? ☐ Yes ☐ No

b. Is the wood burner within its 15-year expiry date? ☐ Yes ☐ No

c. Is the wood burner clean air approved? (if in a clean air approved catchment) ☐ Yes ☐ No

d. Date of compliance certification: _____

Details:

16 Are there any fencing issues, neighbour disagreements, or boundary definition disputes that Lime Real Estate should be aware of? ☐ Yes ☒ No

Details:

17 Are there rodent, insect or animal issues including but not limited any infestation, history of treatment or excessive presence in, on or about the building or land? ☐ Yes ☒ No

Details:

18 Does the property have insulation and if yes, please describe type and where? ☒ Yes ☐ No

Details: Ceiling and walls.

19 Has any rewiring or partial rewiring been carried out on the property. If so, is there an Electrical Safety Certificate available? ☐ Yes ☒ No

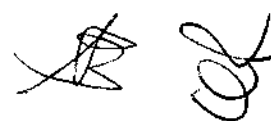
Details:

20 If your property is being sold with existing tenants, does your property comply with Healthy Homes Standards? ☐ Yes ☐ No

Is there a Healthy Homes Compliance Certificate available? ☐ Yes ☐ No ☒ N/A

22 Are there any hidden or underlying defects that need to be disclosed about the property? ☐ Yes ☒ No

Details:



23 Are there any other disclosures that may be of interest to a potential purchaser?

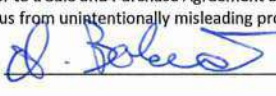
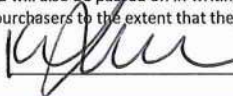
☒ Yes
☐ No

Details:

- TV Bracket on wall in Formal lounge (Located behind painting) will remain and some holes (minor) that will remain unrepaired. (Existed when owners purchased)
- Small dent in garage roller door, from when owners purchased property.

Vendor Acknowledgement: I/We have been advised to obtain independent legal advice before signing this disclosure form and the Agency Agreement with Lime Real Estate. I/We confirm that any matter I/we become aware of, whether official or unofficial, confirmed or not – including hearsay, affecting the listed property that should be disclosed to any potential purchaser either by fairness or law, has been passed on to Lime Real Estate in writing, and that any other such information of which I/we become aware of prior to a Sale and Purchase Agreement being signed will also be passed on in writing. I/We acknowledge that Lime Real Estate has given this advice in an effort to protect me/us from unintentionally misleading prospective purchasers to the extent that they could make future legal claims against me/us.

Vendor signature/s:

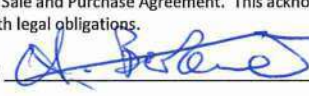
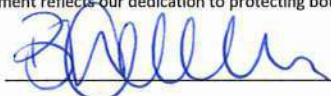
 

Date:

16/7/25

Lime Real Estate Representative Acknowledgement: Lime Real Estate acknowledges our obligation to communicate all relevant information provided by the vendor in writing—whether official, unofficial, confirmed, or hearsay—to potential purchasers, as required by law or fairness, including any additional information received prior to the signing of a Sale and Purchase Agreement. This acknowledgment reflects our dedication to protecting both vendors and purchasers by ensuring transparency and compliance with legal obligations.

Salesperson signature/s:

Date:

16/7/25


Purchaser Acknowledgement: I/We have been advised that I/we should carry out my/our own due diligence investigations, which should involve but not limited to obtaining independent legal advice, specialist advice from builder/ building inspection Company, valuer, engineer, lawyer, insurance provider, surveyor and council or any other such specialist advice regarding the property before signing a Sale and Purchase Agreement. Lime Real Estate does not accept responsibility for the following:

1. Any property related issue that a property owner has failed to disclose to the Salesperson (either intentionally or unintentionally) and that was not reasonable for the Salesperson to suspect or identify.
2. The purchaser's choice of professional/specialist hired to provide due diligence work. Lime Real Estate does not accept responsibility for any recommendation the Agency or Salesperson may make with regards to specialists or their work.
1. Any fault or defect that should have been discovered as part of a full due diligence inspection.

It is acknowledged that any third party reports, documents or information that have been supplied by Lime Real Estate have been provided to interested potential buyers for general information purposes only, and may not have been sourced directly from providers by Lime Real Estate. Neither Lime Real Estate nor their client (Vendor) warrant the accuracy, completeness or currency of this document and nor do they accept liability for any errors or omissions in these documents. All interested potential purchasers should conduct their own due diligence and obtain and rely on their own legal and specialist advice and documents.

Purchaser signature/s:

Date:



(Heat Pump Service)

Maintenance Service Summary

Gavin Lowe Energy
HEAT PUMPS • AIR CONDITIONING • VENTILATION

DATE OF VISIT: 9/7/25 ORIGINAL INSTALL DATE: _____ JOB NO: GL

CLIENT: _____ EMAIL: _____

STREET ADDRESS: 3 Donne Street SUBURB: Prestons PH: _____

SYSTEM 1: ☒ Single Split ☐ Multi ☐ Ducted ☐ Daikin ☐ Mitsubishi ☐ Panasonic ☒ Fujitsu ☐ Other

Outdoor Make/Model	Serial Number	Heat - Amps			Cool - Amps			Ambient Air Temp	
AOTG18LVCC	E036952	7.3A			2.4A			10°C	
Indoor Make/Model	Serial Number	O/D heat Air On	O/D heat Air Off	I/D heat Air On	I/D heat Air Off	O/D cool Air On	O/D cool Air Off	I/D cool Air On	I/D cool Air Off
ASTG18LVCC	E0036631	10	6	19	50	10	15	19	1

SYSTEM 2: ☐ Single Split ☐ Multi ☐ Ducted ☐ Daikin ☐ Mitsubishi ☐ Panasonic ☐ Fujitsu ☐ Other

Outdoor Make/Model	Serial Number	Heat - Amps			Cool - Amps			Ambient Air Temp	
Indoor Make/Model	Serial Number	O/D heat Air On	O/D heat Air Off	I/D heat Air On	I/D heat Air Off	O/D cool Air On	O/D cool Air Off	I/D cool Air On	I/D cool Air Off

NOTES / RECOMMENDATIONS:

Unit working well.

☐ Paid Cash On Site

CLIENT SIGNATURE: [Signature] TECHNICIAN: Daniel AMOUNT: \$

OFFICE USE/AFTER SERVICE FOLLOW-UP:

☐ Service Charge ☐ Warranty Claim ☐ Parts – Supply Only

Database Code:	Existing GLE Client: <input type="radio"/> Yes <input type="radio"/> No	SC GL #:			
Quote Option 1: \$ (incl GST)	Quote Option 2: \$ (incl GST)				
Quote Confirmed - Date:	Total Price: \$	Deposit Required: \$			
Parts/Equip Order -Description:	Supplier:	Date Ordered:	PO #:	PD #:	PI #:
Site Visit/Invoicing – Description:	Date Planned:	Technician:	Invoice:	Amount:	

EQC & Insurance

Information regarding the EQC claims and Insurance of this property. We recommend you seek your own independent advice regarding this document.





REAL ESTATE

"your best move"

Declaration | Insurance and Earthquake Claim

Property: 3 Donne street, Marshland.
Insurer: Vero Insurance Policy number/s: DPK 5420495 Supplied ☒ Yes ☐ No

Have you made a separate insurance claim in relation to earthquake damage that was not covered by EQQ, including but not limited to driveways, paths, fences, retaining walls etc.? Yes ☐ No ☒

Claim/s #: _____

If no, are you aware of any insurance previous claims made by the previous Vendor? Yes ☐ No ☐

Notes regarding claim status (payments made, work completed / assessed / not yet completed): _____

Have you lodged a claim with EQC? Yes ☐ No ☒

Claim/s #: _____

If no, are you aware of any previous claims made by the previous vendor? Yes ☐ No ☐

Have all claims been Assigned to you when you purchased? Yes ☐ No ☐

Has EQC inspected the property? Yes ☐ No ☐ | Date of inspection: _____

Do you have an EQC Scope of Works? Yes ☐ No ☐ | copy supplied Yes ☐ No ☐

Notes regarding claim status (payments made, work completed / assessed / not yet completed): _____

Do you have a cost breakdown of the payout details? Yes ☐ No ☐ |

Details: NIA

Were repairs handled by Fletchers, or did you or the previous Vendor opt out? ☐ Fletchers ☐ Opt Out |

Details: NIA

Have you been paid out for any claims or have any previous Vendors been paid out for any claims? Yes ☐ No ☐

Details: NIA

As far as you are aware, was the property fully insured at the time of EQC claim/s being lodged? Yes ☐ No ☐

Vendor Declaration: I/ we declare that the above information is true and correct to the best of our knowledge. I/ we give permission for Lime Real Estate Limited Licensed Real Estate Salesperson or Agent or a potential purchaser to contact our insurance company and EQC with our policy number/s provided for the purposes of arranging their own insurance on this listed property, and/ or verifying the EQC status.

Vendor/s signature/s: [Signature] [Signature] Date: 16/7/25

Purchaser Acknowledgement: I/We the Purchaser/s acknowledges receipt of this Declaration, Insurance and Earthquake Claim form.

Purchaser/s signature/s: _____ Date: _____

[Signature] [Signature]

Title

Information regarding the Title of the property.
We recommend you seek your own independent advice
regarding this document.





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **728526**
Land Registration District **Canterbury**
Date Issued 07 July 2016

Prior References
692927

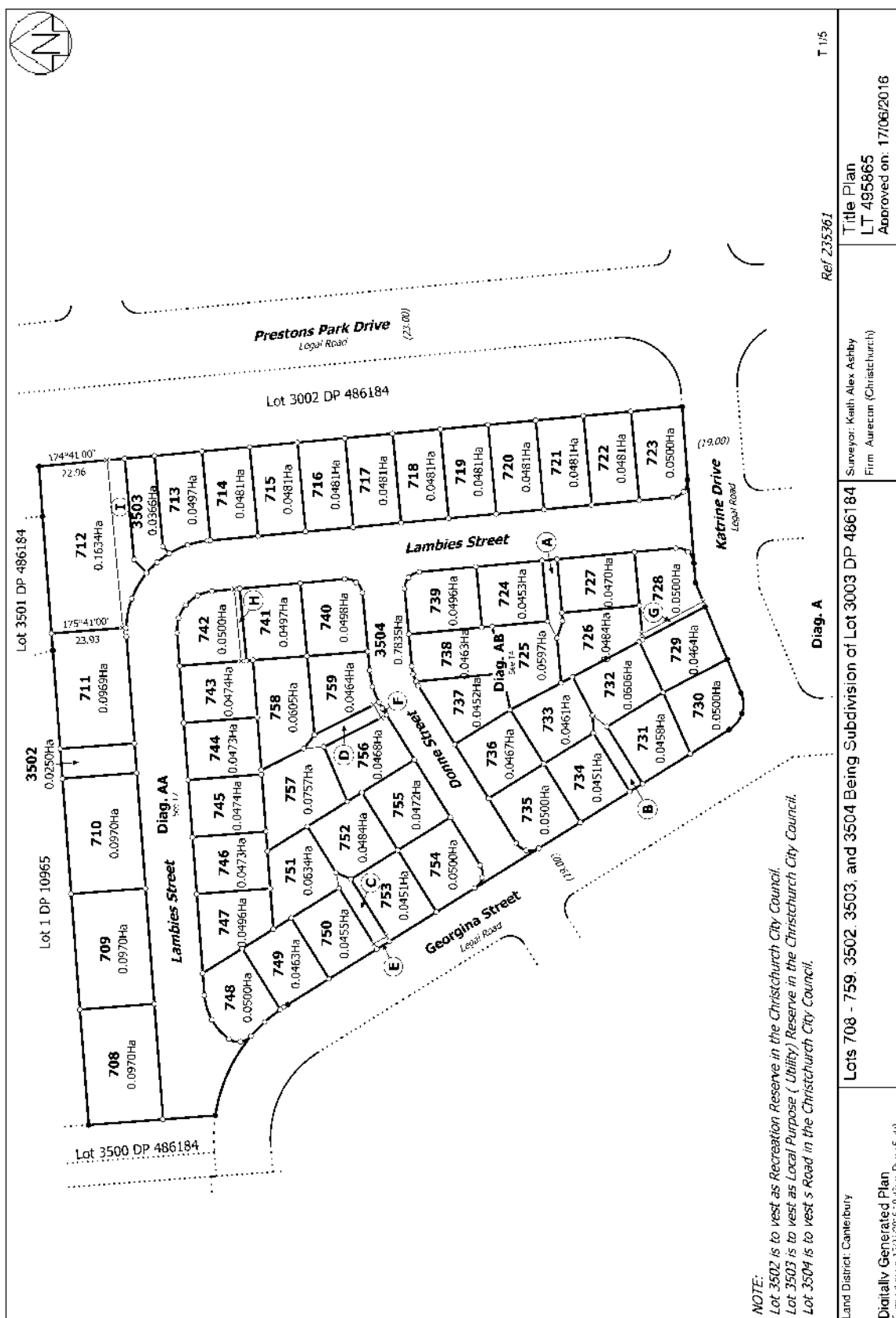
Estate Fee Simple
Area 472 square metres more or less
Legal Description Lot 755 Deposited Plan 495865

Registered Owners

Keith Fraser as to a 1/2 share
Alexander Jurgen Berkemer as to a 1/2 share

Interests

Land Covenant in Easement Instrument 10369087.2 - 31.3.2016 at 5:18 pm
10482325.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2016 at 4:42 pm
Land Covenant in Easement Instrument 10482325.7 - 7.7.2016 at 4:42 pm
Land Covenant in Easement Instrument 10482325.8 - 7.7.2016 at 4:42 pm
12500935.3 Mortgage to Kiwibank Limited - 11.8.2022 at 3:17 pm



View Instrument Details



Instrument No 10482325.8
Status Registered
Date & Time Lodged 07 July 2016 16:42
Lodged By Fitchett, Dominic Inglis William
Instrument Type Easement Instrument



Affected Computer Registers	Land District
-----------------------------	---------------

728494	Canterbury
728495	Canterbury
728496	Canterbury
728497	Canterbury
728498	Canterbury
728499	Canterbury
728500	Canterbury
728501	Canterbury
728502	Canterbury
728503	Canterbury
728504	Canterbury
728505	Canterbury
728506	Canterbury
728507	Canterbury
728508	Canterbury
728509	Canterbury
728510	Canterbury
728511	Canterbury
728512	Canterbury
728513	Canterbury
728514	Canterbury
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728528	Canterbury
728529	Canterbury
728531	Canterbury
728532	Canterbury
728534	Canterbury
728535	Canterbury
728536	Canterbury

Affected Computer Registers	Land District
728537	Canterbury
728538	Canterbury
728539	Canterbury
728540	Canterbury
728541	Canterbury
728542	Canterbury
728543	Canterbury
728544	Canterbury
728545	Canterbury
728546	Canterbury
728547	Canterbury

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Dominic Inglis William Fitchett as Grantor Representative on 21/07/2016 12:39 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Dominic Inglis William Fitchett as Grantee Representative on 21/07/2016 12:40 PM

*** End of Report ***

Form B

Page 1 of 7

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

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

Grantor

CDL LAND NEW ZEALAND LIMITED

Grantee

CDL LAND NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 495865	Lots 708 – 712 on DP 495865 (CFRs 728494 – 728496, 728531 – 728532)	Lots 708 – 759 on DP 495865 (CFRs 728494 – 728529, 728531 – 728532, 728534 – 728547)

Form B - continued

Page 2 of 7

Easements or ~~profits à prendre~~ rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required*~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule 14 of the Property Law Act 2007~~~~The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:~~~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~~~[the provisions set out in Annexure Schedule _____]~~**Covenant provisions***Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*~~The provisions applying to the specified covenants are those set out in:~~~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~~~[Annexure Schedule _____]~~

Annexure Schedule 1

Page 3 of 7 Pages

Insert instrument type

Covenant

*Continue in additional Annexure Schedule, if required***Scope and definitions**

- 1 The Grantor hereby covenants and agrees with the Grantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with each of the Servient Tenements referred to in Schedule A; and
 - (b) Be for the benefit of and appurtenant to each of the Dominant Tenements referred to in Schedule A.
- 2 For the purposes of this instrument the following terms have the following meaning (unless the context otherwise requires):
 - (a) **"DB Developer"** means the registered proprietor of any Land that has not been Subdivided since the Developer ceased to be the registered proprietor of that Land. By way of explanation, usually the DB Developer will have purchased the Land from the Developer, with the intention of building a development block on the Land, subdividing the Land, and selling the Subdivided parts of the Land to DB Purchasers. The Developer cannot be a DB Developer;
 - (b) **"DB Purchaser"** means the registered proprietor or proprietors of any part of the Land, after the Land (as it is described in Schedule A) has been Subdivided.
 - (c) **"Developer"** means CDL Land New Zealand Limited or its nominee, or if CDL Land New Zealand Limited ceases to exist and there is no nominee, means any director of CDL Land New Zealand Limited immediately before that company ceased to exist;
 - (d) **"fence"** includes a wall;
 - (e) **"Land"** means each of the Servient Tenements described in Schedule A; and
 - (f) **"Subdivide"** means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or re-enactment of it.

Land covenants that apply only to the DB Developer

- 3 If the Grantor is the DB Developer for the Land it must in relation to that Land:

Design approval

- (a) Not do any work or permit any work for the erection of buildings, accessory buildings, landscaping, fences, driveways, or other improvements (and this shall also include exterior finishes and excavation of foundations upon the Land) unless as part of a development block for which the plans and specifications and all other details of construction, finish and location as the Developer at the Developer's absolute discretion may require, have first been submitted to the Developer and have received the Developer's written approval.

Building

- (b) Ensure that:

Annexure Schedule 1

Page 4 of 7 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

- (i) the laying down of foundations for building in accordance with the Developer's written approval pursuant to clause 3(a) is started within 6 months of the Developer providing its approval under clause 3(a);
- (ii) any building, driveway and landscaping on the Land is completed within 12 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months;
- (iii) entry and exit to and from the Land during building is via a single entry/exit point on the Land boundary, of a maximum 4 metre width, which must be notified to and approved by the Developer as part of the approval required under clause 3(a);
- (iv) any other requirements for the building phase which form part of the Developer's approval under clause 3(a) are complied with by the Grantor;
- (v) any driveway on the Land is formed, prior to occupation of the dwelling, to comply with the requirements of the Christchurch City Council District Plan including sealing the driveway;
- (vi) Not erect or permit to be erected a multi-storey dwelling house on the Land, unless the Grantor's Land is any of the Lots 708 – 712 (inclusive) on deposited plan 495865.

Subdivision

- (c) Not Subdivide the Land except as part of a development block approved by the Developer;
- (d) Not amalgamate the title to the Land (or any part of it) with another title.

Land covenants that apply only to DB Purchasers

- 4 If the Grantor is a DB Purchaser of the Land (or any part of it) it must in relation to that Land (or that part) not Subdivide the Land nor amalgamate the title to the Land with another title.

Land covenants that apply to DB Developers and DB Purchasers

- 5 The Grantor must in relation to any Land of which it is the registered proprietor:

No interference with DB Developers

- (a) Not at any time oppose, obstruct or object in any way, or provide support in any form to any person in opposition to, any planning proposal by any DB Developer in respect of the subdivision and sale of Land owned by the DB Developer.
- (b) Not make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion (in accordance with these covenants) of the subdivision and sale of the Land owned by the DB Developer.
- (c) Not bring any proceedings in any Court or tribunal for damages, negligence,

Annexure Schedule 1

Page 5 of 7 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision and sale of the Land owned by the DB Developer.

- (d) If required, on request by a DB Developer, provide affected party approval to any planning application referred to in clause 5(a) in accordance with the provisions of section 95D(e) Resource Management Act 1991.

No interference with development of Prestons Park Subdivision

- (e) Clauses 5(a) to 5(d) inclusive will also apply (with all necessary modifications) to the development, subdivision and sale by the Developer of any land owned by the Developer within the Prestons Park subdivision.

Nuisance

- (f) Not allow any animal to be kept on or about the Land which is likely to cause a nuisance or annoyance to occupiers of other Land, and in particular without otherwise limiting this restriction, not to keep on or about the Land any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.
- (g) Not use the Land in any way which in the reasonable opinion of the Developer detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Land which is likely to cause offense or a nuisance to occupiers of other Land.

Fencing and fencing contributions

- (h) Without prejudice to clause 3(a), not erect or permit to be erected on the Land a fence:
- (i) Which is made out of corrugated iron or post and wire; or
 - (ii) Which does not comply with Christchurch City Council requirements (such as, for example, rule 10.2.5(b)(iv) in the District Plan), unless authorised by a resource consent; or
 - (iii) Which, if it is a fence between the Land and an adjoining reserve, is less than 80% open if it is more than 1.2 metres in height above the natural ground level; or
 - (iv) Which is higher than 1.8 metres above natural ground level, at any point (subject to clauses 5(h)(ii) & (iii)); or
 - (v) Without first receiving the prior written consent of the Developer to the plans, specifications, details of construction, finish and location of the fence.
- (i) Not call upon Christchurch City Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining reserve or other land owned by Christchurch City Council;
- (j) Not call upon the Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining Land

Annexure Schedule 1

Page 6 of 7 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

owned by the Developer, provided that this covenant will not endure for the benefit of any subsequent registered proprietor of any such adjoining Land. This clause 5(j) overrides clause 5(k);

- (k) Pay 50% of the reasonable cost of a Qualifying Fence to any neighbour that erected the Qualifying Fence, if that neighbour has not previously received a contribution towards the cost of the Qualifying Fence in accordance with this clause 5(k). A "Qualifying Fence" means a fence on a shared boundary between the Grantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit or need to be complied with by the Developer or the DB Developer.
- (l) If the Land is adjoining a reserve, maintain the fence between the Land and the adjoining reserve and if such fence is wholly or partly destroyed, replace with a new fence that complies with clause 3(h) and has Christchurch City Council approval.

Tidy appearance

- (m) Not permit a temporary building or structure to be erected on the Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Land upon completion of the work;
- (n) Keep the Land in a neat and tidy condition and not permit excessive growth of grass (beyond 100mm in length);
- (o) Maintain all road reserves adjoining the Land in a neat and tidy condition and immediately repair (to the satisfaction of the Developer) any damage to the footpath and berms adjoining the Land caused by the Grantor or its contractors, employees, agents and invitees;
- (p) Not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve without the prior approval of the Developer and Christchurch City Council;

Monitoring

- (q) Not prevent the Developer, its officers, employees or agents from entering onto the Land at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to the Developer first giving at least 48 hours' prior written notice of its intention to enter on to the Land. If the Developer enters on to the Land it shall not be responsible for any damage occasioned to the Land or anything placed thereon as a result of a reasonable exercise by the Developer of its powers.

Aerials etc

- (r) Not install or attach any accessory (including but not limited to satellite dishes, television aerials, and solar panels) on the Land, unless they are constructed in such a way as to be discreetly integrated with the design of buildings on the Land so that they are not highly visible from any road, thoroughfare or any other Land;
- (s) Fully encase any chimney in materials and in a manner approved by the

Annexure Schedule 1

Page 7 of 7 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

Developer in writing.

Enforcement

- 6 The Developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the Developer be liable to any other party for any breach thereof by any Grantor.
- 7 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any Grantee, the Grantor will upon written demand being made by any Grantee:
- (a) Pay to any Grantee making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons; and
 - (b) If applicable, remove or cause to be removed from the Grantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Grantor's Land in breach or non-observance of the foregoing covenants; and
 - (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
- 8 The Grantor covenants that it will at all times indemnify the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants in this instrument.

General

- 9 Any requirement in this instrument to submit plans and specifications to the Developer, or to obtain the Developer's approval, will cease to apply 7 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
- 10 Without prejudice to clause 9, the covenants in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
- 11 Subject to clause 5(i), but despite any other provision of this instrument, if the written consent of the Developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this instrument.

View Instrument Details



Instrument No 10482325.7
Status Registered
Date & Time Lodged 07 July 2016 16:42
Lodged By Fitchett, Dominic Inglis William
Instrument Type Easement Instrument



Affected Computer Registers	Land District
-----------------------------	---------------

728494	Canterbury
728495	Canterbury
728496	Canterbury
728497	Canterbury
728498	Canterbury
728499	Canterbury
728500	Canterbury
728501	Canterbury
728502	Canterbury
728503	Canterbury
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728531	Canterbury
728532	Canterbury
728534	Canterbury
728535	Canterbury
728536	Canterbury

Affected Computer Registers	Land District
728537	Canterbury
728538	Canterbury
728539	Canterbury
728540	Canterbury
728546	Canterbury
728541	Canterbury
728542	Canterbury
728543	Canterbury
728544	Canterbury
728545	Canterbury
728547	Canterbury

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Dominic Inglis William Fitchett as Grantor Representative on 07/07/2016 04:40 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Dominic Inglis William Fitchett as Grantee Representative on 07/07/2016 04:41 PM

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

Non-DB.

Form B

Page 1 of 8

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

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

Grantor**CDL LAND NEW ZEALAND LIMITED****Grantee****CDL LAND NEW ZEALAND LIMITED****Grant of Easement or *Profit à prendre* or Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 495865	Lots 713 – 759 on DP 495865 (CFRs 728497 – 728529, 728534 – 728547)	Lots 708 – 759 on DP 495865 (CFRs 728494 – 728529, 728531 – 728532, 728534 – 728547)

Form B - continued

Page 2 of 8

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

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

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

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule _____]

Covenant provisions

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

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule _____]

Annexure Schedule 1

Page 3 of 8 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

Scope and definitions

- 1 The Grantor hereby covenants and agrees with the Grantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with each of the Servient Tenements referred to in Schedule A; and
 - (b) Be for the benefit of and appurtenant to each of the Dominant Tenements referred to in Schedule A.
- 2 For the purposes of this instrument the following terms have the following meaning (unless the context otherwise requires):
 - (a) "**corner section**" means Land which (in the reasonable opinion of the Developer) has two legal road frontages;
 - (b) the "**continuous length**" of a fence includes:
 - (i) any attached fence return within two metres of the road boundary; and
 - (ii) any gate attached to the fence;
 - (c) "**DB Developer**" means a registered proprietor of a DB Lot which has not been Subdivided since the Developer ceased to be the registered proprietor of the DB Lot. By way of explanation, usually the DB Developer will have purchased from the Developer, with the intention of building a comprehensive residential development, subdividing, and selling the Subdivided parts. The Developer cannot be a DB Developer;
 - (d) "**DB Lot**" means a development block, being Lots 708 - 712 on Deposited Plan 495865;
 - (e) "**Density B Lot**" means each of the Lots 713 - 756 and 759 on DP 495865;
 - (f) "**Density C Lot**" means each of the Lots 757 and 758 on DP 495865;
 - (g) "**Developer**" means CDL Land New Zealand Limited or its nominee, or if CDL Land New Zealand Limited ceases to exist and there is no nominee, means any director of CDL Land New Zealand Limited immediately before that company ceased to exist;
 - (i) "**fence**" includes a wall; and
 - (j) "**Land**" means each of the Servient Tenements described in Schedule A.
 - (k) "**Subdivide**" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or re-enactment of it.

Restrictions on development and use of the Land

- 3 The Grantor shall, in relation to any Land owned by the Grantor:

Dwelling size and garaging

Annexure Schedule 1

Page 4 of 8 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

- (a) Not erect or permit to be erected on the Land any dwelling unless both of the following apply:
- (i) the dwelling has fully integrated garaging with (at least) a double garage;
 - and
 - (ii) the dwelling has a floor area (including the floor area of the fully integrated garage, and taken over the foundation) of more than:
 - (A) 150m² for all Density B Lots;
 - (B) 175m² for all Density C Lots;
 - (C) 220m² for all Density D Lots.

Dwelling construction

- (b) Ensure that the perimeter (on a horizontal plane) of the roof of any dwelling on the Land shall not form a rectangle unless the roof contains at least one roof break or full valley.
- (c) Ensure any dwelling on the Land has at least 80% of its non-glazed exterior cladding in any one or more of the following materials:
- (i) Kiln fired or concrete brick;
 - (ii) Stucco textured finish;
 - (iii) Stone;
 - (iv) Timber weather boards;
 - (v) Linea weather boards;
 - (vi) Metal laminate on timber;
 - (vii) Any other exterior cladding material for which the Grantor has obtained the Developer's written consent.
- (d) Not use metal clad roofing that has not been pre-painted, nor use copper or unpainted metal roof material, gutters, downpipes or external cladding.

Restrictions on certain improvements

- (e) Without limiting any other covenant, not permit a building to be erected on the Land other than:
- (i) a new dwelling (with a fully integrated garage);
 - (ii) a building normally appurtenant to a residential dwelling, provided that any walls of the building visible from the road frontage of the Land are of the same material as the walls of the dwelling.

Annexure Schedule 1

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Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

- (f) Not erect or permit to be erected or placed on the Land any carport unless attached and fully integrated into the roofline of the dwelling or garage and screened from view from the road by fencing or landscaping approved by the Developer.
- (g) Not erect or permit to be erected a multi-storey dwelling house on the Land, unless the Grantor's Land is any of Lots 723, 724, 728, 740, 750 and 756 on Deposited Plan 495865.

Design approval

- (h) Not do any work or permit any work for the erection of buildings, accessory buildings, landscaping, fences, driveways, or other improvements (and this shall also include exterior finishes and excavation of foundations upon the Land) unless plans and specifications and all other details of construction, finish and location as the Developer at the Developer's absolute discretion may require, have first been submitted to the Developer and have received the Developer's written approval.

Restriction on subdivision

- (i) For Land in a title containing greater than 400m², not Subdivide the Land nor amalgamate the title to the Land with another title.

Fencing and fencing contributions

- (j) Without prejudice to clause 3(h), not erect or permit to be erected on the Land a fence:
 - (i) Which is made out of corrugated iron or post and wire; or
 - (ii) Which does not comply with Christchurch City Council requirements (such as, for example, rule 10.2.5(b)(iv) in the District Plan) unless authorised by a resource consent; or
 - (iii) Which, if it is a fence between the Land and an adjoining reserve, is less than 80% open if it is more than 1.2 metres in height above the natural ground level; or
 - (iv) Which is higher than 1.8 metres above natural ground level, at any point (subject to clauses 3(j)(ii) & (iii)); or
 - (v) Which is made of materials which (in the Developer's opinion) are not harmonious with the materials used in the dwelling on the Grantor's Land.
- (k) Not call upon Christchurch City Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining reserve or other land owned by Christchurch City Council.
- (l) Not call upon the Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining Land owned by the Developer, provided that this covenant will not endure for the benefit of any subsequent registered proprietor of any such adjoining Land. This

Annexure Schedule 1

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Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

clause 3(l) overrides clause 3(m).

- (m) Pay 50% of the reasonable cost of a Qualifying Fence to any neighbour that erected the Qualifying Fence, if that neighbour has not previously received a contribution towards the cost of the Qualifying Fence in accordance with this clause 3(m). A "Qualifying Fence" means a fence on a shared boundary between the Grantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit the Developer or need to be complied with by the Developer.
- (n) If the Land is adjoining a reserve, maintain the fence between the Land and the adjoining reserve and if such fence is wholly or partly destroyed, replace with a new fence that complies with clause 3(j) and has Christchurch City Council approval.

Building timeframes and crossings

- (o) Ensure that:
 - (i) any building, driveway and landscaping is completed within nine months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding three months;
 - (ii) entry and exit to and from the Land during building is via a single entry/exit point on the Land boundary, of a maximum 4 metre width, which must be notified to and approved by the Developer as part of the approval required under clause 3(h);
 - (iii) any other requirements for the construction phase which form part of the Developer's approval under clause 3(h) are complied with by the Grantor.

Tidy appearance

- (p) Not permit a temporary building or structure to be erected on the Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Land upon completion of the work.
- (q) Keep the Land in a neat and tidy condition and shall not permit excessive growth of grass (beyond 100mm in length).
- (r) Maintain all road reserves adjoining the Land in a neat and tidy condition and immediately repair (to the satisfaction of the Developer) any damage to the footpath and berms adjoining the Land caused by the Grantor or its contractors, employees, agents and invitees.
- (s) Not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve without the prior approval of the Developer and the Christchurch City Council.

Monitoring

- (t) Not prevent the Developer, its officers, employees or agents from entering onto the Land at all reasonable times for the purposes of ensuring compliance with the

Annexure Schedule 1

Page 7 of 8 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

foregoing covenants and remedying any breaches thereof subject to the Developer first giving at least 48 hours' prior written notice of its intention to enter on to the Land. If the Developer enters on to the Land it shall not be responsible for any damage occasioned to the Land or anything placed thereon as a result of a reasonable exercise by the Developer of its powers.

Aerials etc

- (u) Not install or attach any accessory (including but not limited to satellite dishes, television aerials and solar panels) on the Land, unless they are constructed in such a way as to be discreetly integrated with the design of buildings on the Land so that they are not highly visible from any road, thoroughfare or any other Land.
- (v) Fully encase any chimney in materials and in a manner approved by the Developer in writing.

No interference with DB Developers

- (w) Not at any time oppose, obstruct or object in any way, or provide support in any form to any person in opposition to, any planning proposal by any DB Developer in respect of the subdivision and sale of a DB Lot owned by the DB Developer;
- (x) Not make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion (in accordance with these covenants) of the subdivision and sale of a DB Lot owned by any DB Developer;
- (y) Not bring any proceedings in any Court or tribunal for damages, negligence, nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision and sale of a DB Lot owned by any DB Developer;
- (z) If required, on request by a DB Developer, provide affected party approval to any planning application referred to in clause 3(w) in accordance with the provisions of section 95D(e) Resource Management Act 1991;

No interference with development of Prestons Park subdivision

- (aa) Clauses 3(w) to 3(z) inclusive will also apply (with all necessary modifications) to the development, subdivision and sale by the Developer of any land owned by the Developer within the Prestons Park subdivision.

Nuisance

- (ab) Not allow any animal to be kept on or about the Land which is likely to cause a nuisance or annoyance to occupiers of other Land, and in particular without otherwise limiting this restriction, not to keep on or about the Land any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.
- (ac) Not use the Land in any way which in the reasonable opinion of the Developer detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Land which is likely to cause offense or a nuisance to occupiers of other Land.

Annexure Schedule 1

Page 8 of 8 Pages

Insert instrument type

Covenant

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

- 4 The Developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the Developer be liable to any other party for any breach thereof by any Grantor.
- 5 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any Grantee, the Grantor will upon written demand being made by any Grantee:
- (a) Pay to any Grantee making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons; and
 - (b) If applicable, remove or cause to be removed from the Grantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Grantor's Land in breach or non-observance of the foregoing covenants; and
 - (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
- 6 The Grantor covenants that the Grantor will at all times indemnify the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants in this instrument.

General

- 7 Any requirement in this instrument to submit plans and specifications to the Developer, or to obtain the Developer's approval, will cease to apply 7 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
- 8 Without prejudice to clause 7, the covenants in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
- 9 Subject to clause 3(k), but despite any other provision of this instrument, if the written consent of the Developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this Instrument.

View Instrument Details



Instrument No 10369087.2
Status Registered
Date & Time Lodged 31 March 2016 17:18
Lodged By Murray, Barbara Rae
Instrument Type Easement Instrument



Affected Computer Registers Land District

722739	Canterbury
381181	Canterbury
625607	Canterbury
625857	Canterbury
625858	Canterbury
692927	Canterbury
692929	Canterbury
722737	Canterbury
722738	Canterbury

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Sirena Lisa Blair as Grantor Representative on 31/03/2016 09:18 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Sirena Lisa Blair as Grantee Representative on 31/03/2016 09:19 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2015/6246
APPROVED
Registrar-General of Land

Page **1** of **4** pages

Grantor

CDL LAND NEW ZEALAND LIMITED

Grantee

CDL LAND NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants		Lot 3200 DP 494193 (CFR 722739)	Lot 3030 DP 494193 (CFR 722737), Lot 1 DP 467428 (CFR 625607), Lot 2 DP 467428 (CFR 625857), Lot 3 DP 467428 (CFR 625858), Lot 2 DP 395420 (CFR 381181), Lot 3088 DP 494193 (CFR 722738), Lot 3003 DP 486184 (CFR 692927), Lot 3001 DP 486184 (CFR 692929)

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

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

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

[Annexure Schedule 1]

Annexure Schedule 1

Page 3 of 4 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 1**

The Grantor hereby covenants and agrees with the Grantee in the manner set out in Schedule B below so that such covenants shall:

- 1.1 burden and run with each of the lots (and each part of them) comprised in the Servient Tenements referred to in Schedule A; and
- 1.2 be for the benefit of and appurtenant to each of the lots (and each part of them) referred to in the Dominant Tenements referred to in Schedule A;

and the Grantee and the Grantor hereby request that such covenants be noted against the Computer Freehold Registers set out in Schedule A.

SCHEDULE B

- 1 The Grantor covenants, in relation to each Servient Tenement of which it is registered proprietor:
 - (a) To consent to the proposed and actual development activities required as part of the subdivision known as Prestons Park by the Grantee and its contractors conducted or to be conducted on the Dominant Tenement (including the sale of any land owned by the Grantee within that subdivision) and such activities as are associated with or incidental to the operation of the subdivision ("Subdivision"). This includes providing when requested affected party approval to any planning application of the Grantee relating to the Subdivision, in accordance with section 95D(e) Resource Management Act 1991;
 - (b) Not to allow, permit, suffer or undertake any interference, restraint, challenge, complaint or objection to the Subdivision;
 - (c) Not to allow, permit, suffer or undertake the bringing of any proceedings for damages, negligence, nuisance, trespass or interference arising from the operation of the Subdivision; and
 - (d) Not to make, lodge, be a party to, provide assistance in any respect of, finance or contribute towards the cost of any request, complaint, submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, restrict, prevent or prohibit the commencement, continuation or recommencement of the Subdivision or any part thereof.
- 2 The covenants in this instrument will immediately cease to apply 10 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
- 3 The Grantee shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions.

Annexure Schedule 1

Page 4 of 4 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- 4 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any person having the benefit of these covenants, the Grantor will upon written demand being made by any Grantee pay to the person making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons.
- 5 The Grantor covenants that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the foregoing stipulations, restrictions and covenants.
- 6 Without prejudice to clause 2, the covenants in this instrument will cease to apply to any Servient Tenement (or part thereof) which is intended at any time in the future to be vested in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

LLUR

Information regarding the LLUR. We recommend you seek your own independent advice regarding this document.





Customer Services
P. 03 353 9007 or 0800 324 636

PO Box 345
Christchurch 8140

P. 03 365 3828
F. 03 365 3194
E. ecinfo@ecan.govt.nz

www.ecan.govt.nz

Dear Sir/Madam

Thank you for submitting your property enquiry from our Listed Land Use Register (LLUR). The LLUR holds information about sites that have been used or are currently used for activities which have the potential to cause contamination.

The LLUR statement shows the land parcel(s) you enquired about and provides information regarding any potential LLUR sites within a specified radius.

Please note that if a property is not currently registered on the LLUR, it does not mean that an activity with the potential to cause contamination has never occurred, or is not currently occurring there. The LLUR database is not complete, and new sites are regularly being added as we receive information and conduct our own investigations into current and historic land uses.

The LLUR only contains information held by Environment Canterbury in relation to contaminated or potentially contaminated land; additional relevant information may be held in other files (for example consent and enforcement files).

Please contact Environment Canterbury if you wish to discuss the contents of this property statement.

Yours sincerely

Contaminated Sites Team

Property Statement from the Listed Land Use Register

Visit ecan.govt.nz/HAIL for more information or
contact Customer Services at ecan.govt.nz/contact/ and quote ENQ421883

Date generated: 18 July 2025
Land parcels: Lot 755 DP 495865



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance

 **Sites within enquiry area**

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

 **Nearby investigations of interest**

INV 7065 **Stage 1 Environmental Assessment Report of Prestons Road Development Area, Christchurch**
Connell Wagner Limited - Detailed Site Investigation
1 Aug 2008

Summary of investigation(s):

Site No. 11077 - CDL Land Area 1

The site, consisting of Lot 1 DP 27786, is located approximately 140 metres (m) south of Prestons Road, immediately south of parcel Lot 1 DP 10965 in Christchurch and has historically been used for grazing and pastoral farming. The nearest surface water body is the Styx River, approximately 1.6 kilometres north-west of the site. The groundwater surface is approximately 1.8 m below ground surface according to Canterbury Regional Council records.

In 2008, Connell Wagner Ltd was contracted by Prestons Road Limited to assess an approximately 204-hectare area, including the site, for potential residential and commercial development. In the course of the investigation, 12 soil samples were collected from the site at depths between 0.10 and 0.3 m below ground level (bgl) using a hand auger. The six shallow (0.1 m) samples from each location were analysed for arsenic, cadmium, chromium, copper, lead, nickel and zinc and organochlorine pesticides (OCP). No reported metals or OCP concentrations exceeded then applicable guideline values for residential land use. However, reported arsenic concentrations from two of the samples (A3 and A5) equalled or exceeded the soil contaminant standard for arsenic on residential sites established in the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulation 2011 (the NES).

Site No. 3411 - Former Vege Pot Market Garden

The site, consisting of Lot 2 DP 27786 and Lot 2 DP 386864, is located on the south side of Prestons Road, immediately east of parcel Lot 1 DP 10965 and Lot 1 DP 27786 in Christchurch and has historically been the site of the Vege Pot market garden. The nearest surface water body is the Styx River, approximately 1.5 kilometres north-west of the site. The groundwater surface is approximately 1.4 m below ground surface according to Canterbury Regional Council records.

In 2008, Connell Wagner Ltd was contracted by Prestons Road Limited to assess an approximately 204-hectare area, including the site, for potential residential and commercial development. In the course of the investigation, 16 soil samples were collected from the site at depths between 0.10 and 0.3 m below ground level (bgl) at eight locations using a hand auger. The eight shallow (0.1 m) samples from each location were analysed for arsenic, cadmium, chromium, copper, lead, nickel and zinc and organochlorine pesticides (OCP). No reported metals or OCP concentrations exceeded then applicable or current guideline values for residential land use. However, reported arsenic concentrations generally exceeded the established background concentration of 5.8 milligrams per kilogram.

INV 8917 Environmental Site Assessment - Prestons Road Development, Prestons Road, Christchurch **Pattle Delamore Partners Ltd - Detailed Site Investigation** **1 Dec 2011**

Summary of investigation(s):

An Assessment of Environmental Effects was made to support the large residential subdivision of 153 hectares of largely agricultural land on the north side of Christchurch. The land extended north and south of the east end of Prestons Road. Previous site investigations were reviewed and soil sampling occurred at areas of interest. Elevated concentrations of arsenic were found at defined locations and have been remediated. These areas have been given a site number with details on what has occurred at that location on Environment Canterbury's Listed Land Use Register. The remaining areas of the majority of the development found no likely sources of contamination.

INV 12859 Addendum 2: Environmental Site assessment - Prestons Road Development, Prestons Road, Christchurch **Pattle Delamore Partners Ltd - Detailed Site Investigation** **3 Sep 2012**

Summary of investigation(s):

Site No. 11077 - CDL Land Area 1

Between March and May 2012, PDP conducted additional assessment of the site to determine the lateral and vertical extent of the arsenic contamination in the A3 subarea. Forty-four samples were collected from depths of between the surface and 0.75 m bgl at 26 separate locations and analysed for arsenic. Four surface samples and five samples from 0.3 m bgl exceeded the NES arsenic soil contaminant standard for residential use. No samples collected at 0.5 m bgl or deeper exceeded the soil contaminant standard.

Site No. 11072 - Ngai Tahu Land Area 1

Between March and July 2012, PDP conducted additional assessment of the Ngai Tahu Area 1 site to determine the lateral and vertical extent of the arsenic contamination. Between March and May 2012, 96 samples were collected from depths of between the surface and 0.75 m bgl at 45 separate locations in the immediate vicinity of sample NTA1/6 and analysed for arsenic. In July 2012, 97 additional samples were collected from depths of between the surface and 0.4 m bgl at 44 separate locations from the paddock containing original sample NTA1/6 and from the three immediately adjacent paddocks to the north, east and south. 15 surface samples, 28 samples from 0.2 – 0.4 m bgl and 14 samples from greater than 0.4 m bgl exceeded the NES arsenic soil contaminant standard for residential use. Five soil samples collected from adjacent paddocks had reported arsenic concentrations from various depths that exceeded the NES soil contaminant standard for arsenic. The report calculated that approximately 9,500 cubic metres of soil will need to be excavated from the area of contamination on parcel Lot 3029 DP 466017 and in the vicinity of the five sample locations in adjacent paddocks that also exceeded the NES soil contaminant standard for arsenic.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the accuracy or completeness of this information. It is released only as a copy of Environment Canterbury's records and is not intended to provide a full, complete or totally accurate assessment of the site. It is provided on the basis that Environment Canterbury makes no warranty or representation regarding the reliability, accuracy or completeness of the information provided or the level of contamination (if any) at the relevant site or that the site is suitable or otherwise for any particular purpose. Environment Canterbury accepts no responsibility for any loss, cost, damage or expense any person may incur as a result of the use, reference to or reliance on the information contained in this report.

Any person receiving and using this information is bound by the provisions of the Privacy Act 1993.

Listed Land Use Register

What you need to know



What is the Listed Land Use Register (LLUR)?

The LLUR is a database that Environment Canterbury uses to manage information about land that is, or has been, associated with the use, storage or disposal of hazardous substances.

Why do we need the LLUR?

Some activities and industries are hazardous and can potentially contaminate land or water. We need the LLUR to help us manage information about land which could pose a risk to your health and the environment because of its current or former land use.

Section 30 of the Resource Management Act (RMA, 1991) requires Environment Canterbury to investigate, identify and monitor contaminated land. To do this we follow national guidelines and use the LLUR to help us manage the information.

The information we collect also helps your local district or city council to fulfil its functions under the RMA. One of these is implementing the National Environmental Standard (NES) for Assessing and Managing Contaminants in Soil, which came into effect on 1 January 2012.

For information on the NES, contact your city or district council.

How does Environment Canterbury identify sites to be included on the LLUR?

We identify sites to be included on the LLUR based on a list of land uses produced by the Ministry for the Environment (MfE). This is called the Hazardous Activities and Industries List (HAIL)¹. The HAIL has 53 different activities, and includes land uses such as fuel storage sites, orchards, timber treatment yards, landfills, sheep dips and any other activities where hazardous substances could cause land and water contamination.

We have two main ways of identifying HAIL sites:

- We are actively identifying sites in each district using historic records and aerial photographs. This project started in 2008 and is ongoing.
- We also receive information from other sources, such as environmental site investigation reports submitted to us as a requirement of the Regional Plan, and in resource consent applications.

¹ The Hazardous Activities and Industries List (HAIL) can be downloaded from MfE's website www.mfe.govt.nz, keyword search HAIL

How does Environment Canterbury classify sites on the LLUR?

Where we have identified a HAIL land use, we review all the available information, which may include investigation reports if we have them. We then assign the site a category on the LLUR. The category is intended to best describe what we know about the land use and potential contamination at the site and is signed off by a senior staff member.

Please refer to the Site Categories and Definitions factsheet for further information.

What does Environment Canterbury do with the information on the LLUR?

The LLUR is available online at www.llur.ecan.govt.nz. We mainly receive enquiries from potential property buyers and environmental consultants or engineers working on sites. An inquirer would typically receive a summary of any information we hold, including the category assigned to the site and a list of any investigation reports.

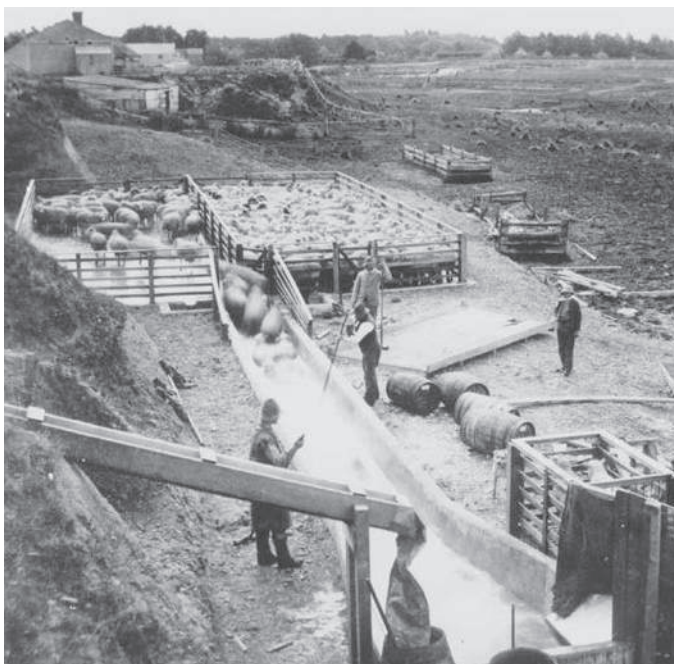
We may also use the information to prioritise sites for further investigation, remediation and management, to aid with planning, and to help assess resource consent applications. These are some of our other responsibilities under the RMA.

If you are conducting an environmental investigation or removing an underground storage tank at your property, you will need to comply with the rules in the Regional Plan and send us a copy of the report. This means we can keep our records accurate and up-to-date, and we can assign your property an appropriate category on the LLUR. To find out more, visit www.ecan.govt.nz/HAIL.



IMPORTANT!

The LLUR is an online database which we are continually updating. A property may not currently be registered on the LLUR, but this does not necessarily mean that it hasn't had a HAIL use in the past.



Sheep dipping (ABOVE) and gas works (TOP) are among the former land uses that have been identified as potentially hazardous. (Photo above by Wheeler & Son in 1987, courtesy of Canterbury Museum.)

My land is on the LLUR – what should I do now?

IMPORTANT! Just because your property has a land use that is deemed hazardous or is on the LLUR, it doesn't necessarily mean it's contaminated. The only way to know if land is contaminated is by carrying out a detailed site investigation, which involves collecting and testing soil samples.

You do not need to do anything if your land is on the LLUR and you have no plans to alter it in any way. It is important that you let a tenant or buyer know your land is on the Listed Land Use Register if you intend to rent or sell your property. If you are not sure what you need to tell the other party, you should seek legal advice.

You may choose to have your property further investigated for your own peace of mind, or because you want to do one of the activities covered by the National Environmental Standard for Assessing and Managing Contaminants in Soil. Your district or city council will provide further information.

If you wish to engage a suitably qualified experienced practitioner to undertake a detailed site investigation, there are criteria for choosing a practitioner on www.ecan.govt.nz/HAIL.



I think my site category is incorrect – how can I change it?

If you have an environmental investigation undertaken at your site, you must send us the report and we will review the LLUR category based on the information you provide. Similarly, if you have information that clearly shows your site has not been associated with HAIL activities (eg. a preliminary site investigation), or if other HAIL activities have occurred which we have not listed, we need to know about it so that our records are accurate.

If we have incorrectly identified that a HAIL activity has occurred at a site, it will be not be removed from the LLUR but categorised as Verified Non-HAIL. This helps us to ensure that the same site is not re-identified in the future.

Contact us

Property owners have the right to look at all the information Environment Canterbury holds about their properties.

It is free to check the information on the LLUR, online at www.llur.ecan.govt.nz.

If you don't have access to the internet, you can enquire about a specific site by phoning us on (03) 353 9007 or toll free on 0800 EC INFO (32 4636) during business hours.

Contact Environment Canterbury:

Email: ecinfo@ecan.govt.nz

Phone:

Calling from Christchurch: (03) 353 9007

Calling from any other area: 0800 EC INFO (32 4636)

Listed Land Use Register

Site categories and definitions

When Environment Canterbury identifies a Hazardous Activities and Industries List (HAIL) land use, we review the available information and assign the site a category on the Listed Land Use Register. The category is intended to best describe what we know about the land use.

If a site is categorised as **Unverified** it means it has been reported or identified as one that appears on the HAIL, but the land use has not been confirmed with the property owner.

If the land use has been confirmed but analytical information from the collection of samples is not available, and the presence or absence of contamination has therefore not been determined, the site is registered as:

Not investigated:

- A site whose past or present use has been reported and verified as one that appears on the HAIL.
- The site has not been investigated, which might typically include sampling and analysis of site soil, water and/or ambient air, and assessment of the associated analytical data.
- There is insufficient information to characterise any risks to human health or the environment from those activities undertaken on the site. Contamination may have occurred, but should not be assumed to have occurred.

If analytical information from the collection of samples is available, the site can be registered in one of six ways:

At or below background concentrations:

The site has been investigated or remediated. The investigation or post remediation validation results confirm there are no hazardous substances above local background concentrations other than those that occur naturally in the area. The investigation or validation sampling has been sufficiently detailed to characterise the site.

Below guideline values for:

The site has been investigated. Results show that there are hazardous substances present at the site but indicate that any adverse effects or risks to people and/or the environment are considered to be so low as to be acceptable. The site may have been remediated to reduce contamination to this level, and samples taken after remediation confirm this.

Managed for:

The site has been investigated. Results show that there are hazardous substances present at the site in concentrations that have the potential to cause adverse effects or risks to people and/or the environment. However, those risks are considered managed because:

- the nature of the use of the site prevents human and/or ecological exposure to the risks; and/or
- the land has been altered in some way and/or restrictions have been placed on the way it is used which prevent human and/or ecological exposure to the risks.

Partially investigated:

The site has been partially investigated. Results:

- demonstrate there are hazardous substances present at the site; however, there is insufficient information to quantify any adverse effects or risks to people or the environment; or
- do not adequately verify the presence or absence of contamination associated with all HAIL activities that are and/or have been undertaken on the site.

Significant adverse environmental effects:

The site has been investigated. Results show that sediment, groundwater or surface water contains hazardous substances that:

- have significant adverse effects on the environment; or
- are reasonably likely to have significant adverse effects on the environment.

Contaminated:

The site has been investigated. Results show that the land has a hazardous substance in or on it that:

- has significant adverse effects on human health and/or the environment; and/or
- is reasonably likely to have significant adverse effects on human health and/or the environment.

If a site has been included incorrectly on the Listed Land Use Register as having a HAIL, it will not be removed but will be registered as:

Verified non-HAIL:

Information shows that this site has never been associated with any of the specific activities or industries on the HAIL.

Please contact Environment Canterbury for further information:

(03) 353 9007 or toll free
on 0800 EC INFO (32 4636)
email ecinfo@ecan.govt.nz

Testimonials

Brooke has been absolutely wonderful to deal with, she has worked incredibly hard to help make purchasing our first home a breeze. We could not be more thankful for all the work she has put in, we would highly recommend!

- **Danielle**

Brooke was absolutely brilliant. She was highly proactive in her approach and extremely easy to communicate with. We always felt like she was working to get the best outcome for us.

- **Michael**

We have purchased and sold through Brooke and we could not fault her service on both occasions. We knew we were in very capable hands from day one and would not hesitate to contact her again.

- **Brooke**

Wow!! What an agent. Brooke is amazing at everything she does, she's friendly, personal all whilst being professional. All through Christmas and Covid19 she never gave up. We are so happy with the sale of house and to be able to move onto our next step! Highly recommend without a doubt.

- **Annmarie**

We highly recommend Brooke - she has been amazing to deal with. We first met her in an open home 3 years ago and since then we've been in constant communication to find a perfect section and builder to bring our dreams to life. We've done it finally and we couldn't have done it without her. Brilliant!

- **Sara**

I would like to say that Brooke has been absolutely fantastic all the way through this exercise. It definitely had its challenges but she went above and beyond to make sure everything run as smoothly as possible. Not only did she help me sell but also helped with purchasing a new property. No trouble whatsoever recommending her to anyone looking for an agent.

- **Heather**

My Success!



6 Aldersley Street, Richmond



8 Aldersley Street, Richmond



4/19 Newbridge Place, Ilam



40 Medway Street, Richmond



7 Wakelin Place, Redwood



24 Ariki Place, Hei Hei



41 Kimberley Street, Casebrook



1/5 Bentley Street, Russley



260b Hills Road, Mairehau



7 Newmark Street, Bishopdale



“your best move”

Brooke Azzopardi

📞 029 777 6706

✉ brooke@limere.co.nz



Principal / Licensed Sales Consultant

0508 call lime | limerealestate.co.nz

Free call 0508 2255 5463 | Lime Real Estate Ltd Licensed REAA 2008



Testimonials

I purchased a property for which Brooke was the agent. She was great to deal with, easily contactable, provided all the required information and responded quickly to any questions I had in a professional and friendly manner. Highly recommended.

- Cameron

Brooke has been superb to deal with. She has helped us through the purchase and rental of a new property, has always been very approachable, helpful, professional and we would recommend her and Lime real estate to anybody.

- Richard

It was a pleasure working with Brooke when we purchased a property she was selling. Brooke was really flexible and accommodating when it came to our requests, and she was super friendly to deal with. Made a situation that can sometimes be stressful an easy process! Thanks very much.

- Kelly

We bought our first home off Brooke and more recently she sold it for us. Her market knowledge is phenomenal, she really does her research and she is someone you can instantly trust. Her communication throughout the whole process is fantastic. She leaves no stone unturned and goes above and beyond to get the job done. Could not recommend her more to anyone buying or selling! If you want the best, choose Lime!

- Katie

About Brooke

I take the greatest pride in the connections I have made throughout my career and the relationships I have gained and continue to nurture. These connections are what have allowed me to be successful in my line of work, and I don't take them for granted.

“

Many thanks Brooke for selling our house in just one week, your amazing. After interviewing quite a few agents, you definitely stood out far above the rest. I could say more, but now I need to pack. Thanks again!

- Jill

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As the owner of Lime Real Estate and having worked in the industry since 2007, I bring a wealth of knowledge and experience to every client I work with, I have a deep understanding of the North Canterbury and Christchurch markets in both sales and property management and my commitment to excellence combined with my passion for the industry and people, has earned me the trust of clients who appreciate my dedication and professionalism.

I am a very skilled negotiator, having learnt much of my negotiation skills in the corporate world in both Australia and New Zealand and this expertise is your advantage when you choose to work with me.

I understand the true meaning of good-old fashioned client service and when I say I will do something, I mean it. I am highly down to earth and reliable, and I still believe in the trust of a handshake to honour my commitment to you.

It has been a combination of my overall qualities that have allowed me the privilege of receiving recognition on a national level.

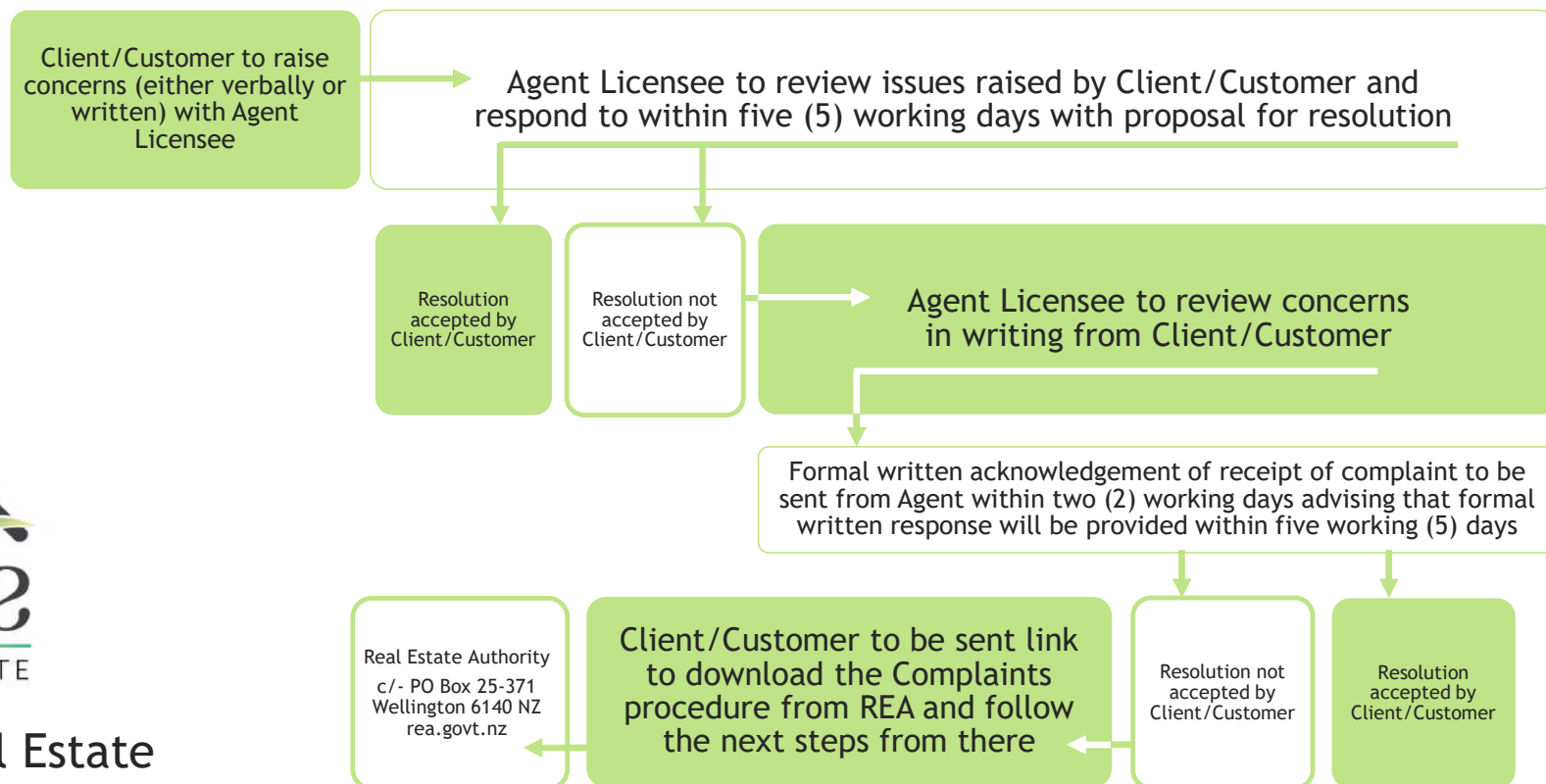
Maximising your real estate potential, is my absolute passion!

A *fresh*
alternative,
Real People,
Exceptional
Results.



Lime Real Estate In-house Complaints process

Real Estate Agents Act 2008 |
Professional Conduct and Client Care Rules



Principle Licensee
Brooke Azzopardi

Contact | 03 928 1062 | 029 777 6706 | brooke@limere.co.nz
Lime Real Estate Ltd Licensed REAA 2008

The Lime difference

“We love how Lime is an independently owned Business in our location. We love the connection between Owner and Agent. Very friendly team. Would definitely recommend them to prospective buyers or sellers.
A wonderful experience.”

Dave and Gaye

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