

Residential Land Information Memorandum

59 Halswater Drive, Churton Park
(AKA 59B Halswater Drive, Churton Park)

Absolutely Positively
Wellington City Council
Me Heke Ki Pōneke

2 September 2026

Wang Li
19 Mackay Street
Wigram
Christchurch 8042

Service Request No: 575360
File Reference: 0600 1027596

Land Information Memorandum (LIM)

Please refer to the attached LIM for 59 Halswater Drive, Churton Park, as requested by you.

On 14 March 2024 and 12 June 2025, Wellington City Council made decisions on parts of the Proposed District Plan. These have been incorporated into the 2024 Wellington City District Plan (2024 District Plan) from 7 July 2025.

Until appeals are resolved on the 2024 District Plan, both it and the 2000 District Plan may need to be consulted to determine the classification of any existing or proposed activity on the subject property.

Please refer to District Plan section of the LIM for more information.

Yours sincerely

Lachlan Saunders

LIM Team
City Consenting and Compliance
Wellington City Council
Phone: 04 801 4303

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Contacts

For general queries, please contact the LIM Team: lims@wcc.govt.nz, phone 04 801 4303.

For queries about a specific section of the LIM, please refer to the contact details below.

Department	Email	Phone
Rates	rates@wcc.govt.nz	04 499 4444
Encroachments	encroachments@wcc.govt.nz	04 801 4266
Wellington City Archives and Building Consent Search Service (*for copies of building permits and building consents*)	consentsearch@wcc.govt.nz	04 801 2096
Building Compliance & Consents	bcc@wcc.govt.nz	04 801 4311
Building Resilience	buildingresilience@wcc.govt.nz	04 499 4444
Building Complaints	bcc@wcc.govt.nz	04 801 4311
Resource Management Complaints	rcmonitoring@wcc.govt.nz	
Swimming Pools	bccpoolaudits@wcc.govt.nz	04 499 4444
Water & Drainage	customer@wellingtonwater.co.nz	04 912 4470
Leaks & Faults	customer@wellingtonwater.co.nz	04 912 4470
Vehicle Access	vehicleaccess@wcc.govt.nz	04 499 4444
Resource Consents	planning@wcc.govt.nz	04 801 3590
Heritage	heritage@wcc.govt.nz	04 499 4444
Climate Change		04 499 4444
Multi-Unit Development Waste Plans	wasteplans@wcc.govt.nz	04 383 7460
Worksafe NZ	info@worksafe.govt.nz	0800 030 040
Greater Wellington Regional Council (*including Hazardous Substances*)	info@gw.govt.nz	0800 496 734

For further context on the information included in this LIM, refer to:

- Section 44A of the Local Government Official Information and Meetings Act 1987
- Sections 121, 123, 133AA & 133AB of the Building Act 2004 (buildings which are deemed to be dangerous, earthquake prone and insanitary)
- Sections 100, 101, 103, 105, 108 & 110 of the Building Act 2004 (compliance schedules and building warrants of fitness)

Land Information Memorandum

Address	59 Halswater Drive, Churton Park – Flat 2 (AKA 59B Halswater Drive)
Legal Description	LOT 4 DP 66262 - Flat 2 DP 69029
Record of Title	WN36D/660

This LIM contains information Wellington City Council is required to provide in accordance with s 44A of the Local Government Official Information and Meetings Act 1987, alongside information the Council deems relevant for the property. It contains information the Council holds on record. Although every effort has been taken to provide accurate information within the LIM, a LIM is only able to report relevant information on the property if the Council has record of it.

No site visits or further investigation into the property have taken place in preparing this LIM. Records may not show any illegal or unconsented work to the land if the Council has not been notified. The property's current and any known prior legal descriptions and addresses have been used to compile the information.

Wellington City Council deems the information in the LIM accurate only to its date of issue. The Council does not accept liability for any errors in this LIM.

The LIM letter is intended to be read in conjunction with the attached documents. For any queries on the content of this LIM, please contact the relevant department. Contact details can be found on page 4 of the LIM.

Note: The land which is the subject of this LIM is part of a cross lease or a unit title subdivision. The Council is required to include in the LIM all relevant information relating to the underlying land. There are multiple units located on the property, and there may be consents or other information included in this LIM relating to different units to the one identified in the Record of Title provided with the application. Council property records consulted in preparing this LIM relate to the underlying land known as LOT 4 DP 66262.

Natural Hazards

Please note, additional natural hazard information can be found in the maps in the LIM attachments.

Climate change is causing natural hazards to become more severe, occur more often, and affect a wider range of areas. For further information on the impacts of climate change on natural hazards, see Natural Hazards Portal: Climate change.

Earthquakes

Information in the 2024 District Plan:

- None.

Information Relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- None.

Wind

Information in the 2024 District Plan:

- None.

Information relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- The Wind Zone for this property is recorded as “High”. Refer to the attached Wind Map.
    - The Wind Zone in terms of NZS3604:2011 for this property was determined by the CLC Consulting Group Limited, Auckland.

Coastal Hazards

Information in the 2024 District Plan:

- None.

Information relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- Sites are classified as being in an exposure zone B, C or D depending on the severity of exposure to wind-driven sea salt or geothermal gases. These zones are defined in NZS3604:2011, the NZ Standard for light framed buildings.
- For Wellington City, most sites are either in exposure zone D, which includes the area within 500 metres of the sea, or exposure zone C in terms of NZS3604:2011.

Flooding

Information in the 2024 District Plan:

- None.

Information relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- Please note the Leaks and Faults section of the LIM may include records of any flooding events that have been reported at this property.

Landslips, Subsidence, Sedimentation, and Erosion

Information in the 2024 District Plan:

- None.

Information relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- None.

Tsunamis

Information in the 2024 District Plan:

- None.

Information relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- None.

Other Natural Hazards

Including Fire, Drought, and Volcanic and Geothermal Hazards

Information in the 2024 District Plan:

- None.

Information relating to the Building Act 2004:

- None.

Other information held by Wellington City Council:

- None.

Information provided by Greater Wellington Regional Council

- Report [Wellington Region Climate Change Projections and Impacts]
- NIWA - Climate Change and Variability - Wellington Region
- Digital maps + Report and Summary Info
- Greater Wellington — LIM hazard information
- Wellington Region Hazards LIM Map

Hazard information

Greater Wellington Regional Council holds information on natural hazards relevant to the region. Greater Wellington's hazard information has been developed to help the public, local authorities and others manage risk and make informed decisions about their exposure to natural hazards.

Please note this information has been produced at a range of scales and may not be property specific. Local Council District Plans may hold more detailed hazard information and rules on how they are applied in your area. This information is periodically updated as new studies and modelling is carried out.

- Fluvial (river) flood hazard
- Coastal flood hazard
- Tsunami hazard
- Wildfire hazard
- Seismic hazard

Climate change has the potential to exacerbate some of these hazards. More information about future changes to the regional climate can be found on the Greater Wellington website:

https://mapping1.gw.govt.nz/gw/ClimateChange/ and

https://mapping1.gw.govt.nz/GW/ClimateChange_StoryMap/#

Please contact Greater Wellington Regional Council at info@gw.govt.nz for more information.

For information on fluvial flood hazard please contact the Greater Wellington Regional Council's Flood Advisory Team https://www.gw.govt.nz/your-region/emergency-and-hazard-management/floodprotection/flood-hazard-advice/.

Be prepared

If your home, or place of work is vulnerable to a natural hazard we advise that you are prepared, with enough supplies for 7 days and an effective emergency plan. For further guidance please visit the Wellington Regional Emergency Management Office for more information https://www.wremo.nz/. It is also recommended that you check that your insurance cover is appropriate for the hazards present.

Drainage and Water

Refer to the attached drainage map and plan for details of private and public drainage.

Refer to the attached water services map.

There are public wastewater mains located on the private accessway serving this property.

Water supply is available to this property.

The Council holds no record regarding cross connections at this property.

Approval to build any structure over public drains or water mains is subject to conditions.

Leaks and Faults

This section of the LIM includes any record the Council holds of reported leaks and/or faults on the property or its accessway.

Note, records of leaks and/or faults may be referenced within consent documentation.

On 27 October 1999, water leaking just off the way on the footpath outside 57A Halswater Drive was reported to the Council. The Council investigated and found no fault.

On 09 June 2011, water leaking from 65A Halswater Drive and running down the footpath and onto the road was reported to the Council. The Council investigated and determined this was a private fault.

On 18 February 2019, a leaking toby at 59A Halswater Drive was reported to the Council. The Council investigated and completed work.

On 25 September 2019, a water leak in the berm of 59B Halswater Drive was reported to the Council. The Council investigated and completed work.

On 03 May 2022, water coming up from the road outside 59A Halswater Drive was reported to the Council. The Council investigated and completed work.

On 13 March 2023, a leaking toby outside 59A Halswater Drive was reported to the Council. The Council investigated and completed work.

On 24 January 2025, water leaking from the toby by the letterbox outside 59A Halswater Drive was reported to the Council. The Council investigated and completed work.

Hazardous Substances

No record of hazardous substances exists for this property

Earthmoving

This property contains an area of ‘Cut’.

‘Cut’ indicates the land has been modified by earthworks. As a result, any development of this site is likely to require additional investigation and construction measures.

Footpath and Roading

Refer to the attached footpath and roading maps.

The shared accessway serving this property is a Private Street/Way. The maintenance and operation of the Private Street, including resealing, is the responsibility of the owners of the properties using the private street. The installation, maintenance and any arrangements of power supply to any lighting on the Private Street is the responsibility of the owners. Refer to the attached map showing the location of the Private Street/Way marked in grey.

District Plan

Please see the link for the District Plan information on this property. The 'property report' is available to download from the left side bar.

2024 District Plan Zone:

The property is located in a Medium Density Residential Zone.

This property is located in a Height Control Area: 11m.

Designations:

This property is located within Designation WIAL1 - Wellington Airport Obstacle Limitation Surfaces.

Note: Please refer to the Natural Hazard section of the LIM for information on the District Plan's natural hazard material.

Please note, the above information only identifies zones and designations applying to this property. For information about other planning controls applying to this site and the wider area, please refer to the 2024 District Plan.

Until appeals are resolved on the 2024 District Plan, both it and the 2000 District Plan should be consulted to determine the classification of any existing or proposed activity on the subject property. Please see the following webpage for more information:

Decision making and status of provisions - Plans, policies and bylaws - Wellington City Council - https://wellington.govt.nz/your-council/plans-policies-and-bylaws/district-plan/proposed-district-plan/decision-making-and-status-of-provisions

Resource consents may be necessary for activities that are not permitted activities. The District Plan can be viewed online at Wellington City Libraries, or visit the Wellington City Council website (see link below).

2024 District Plan ePlan - https://eplan.wellington.govt.nz/proposed/

2000 District Plan ePlan - https://eplan.wellington.govt.nz/eplan/

District Plan Changes

From time to time the Council makes amendments to the contents of the District Plan by publicly notifying District Plan changes. These changes are relevant on the date they are publicly notified. When they are first released, the changes are referred to as 'proposed Plan Changes'. Once the plan change process is completed, they become 'operative plan changes'.

For details of any plan changes that may affect this property, please visit the Wellington City Council website (as above).

Plan change 1 to the 2024 District Plan

On 20 November 2025 the Council notified Plan Change 1 to the 2024 District Plan. This plan change involves:

- Minor amendments to provisions to support clear plan implementation and fix minor errors;
- Specific changes to zoning of some properties; and

- Updated documents incorporated into the District Plan by reference - Code of Practice for Land Development 2025 and Wellington Water Regional Standard v3.1 December 2024.

In addition, Plan Change 1 involves amendments to flood hazard mapping.

If there are flood hazard or zoning mapping amendments proposed for this property they will be shown on the district plan property report included in this LIM.

Modifications to flood hazard mapping and natural hazards provisions have legal effect.

The rest of the plan change does not have legal effect.

Information on the plan change is available on the Council's website: Plan Change 1 - Plans, policies and bylaws - Wellington City Council

Historic Heritage and Notable Trees

Scheduled Historic Heritage and Notable Trees in the 2024 District Plan

Including heritage buildings, heritage structures, heritage areas, sites and areas of significance to Māori, and notable trees.

There are no scheduled historic heritage items in the 2024 District Plan affecting this property.

Heritage New Zealand Pouhere Taonga Identification

The Council has not been given notice that this property is included in the New Zealand Heritage List of Historic Places, Historic Areas, Wāhi Tūpuna, Wāhi Tapu, and Wāhi Tapu areas.

Heritage Orders Under Part 8 of the Resource Management Act 1991

There are no heritage orders on this property.

Heritage New Zealand Pouhere Taonga Archaeological Sites

There is not a recorded archaeological site on this property.

This is based on data from the New Zealand Archaeological Association.

To find out more about archaeological sites in Wellington, legal implications for your property and FAQs, go to Advice and guidance - Heritage - Wellington City Council or contact WCC on 04 499 4444.

For further information, go to www.heritage.org.nz/archaeology: Archaeology in Aotearoa New Zealand | Heritage New Zealand Pouhere Taonga.

Resource Consents

There are no Subdivision consents for this property.

There are no Land Use consents for this property.

There are no other types of consents for this property.

Resource Consents for adjoining properties: SR 81891, 129539, 129549.

Land Use

13 May 2025 – SR 557608
Resource Consent was granted pursuant to the provisions of the Resource Management Act 1991, subject to conditions, for dispensation for hydraulic neutrality across various lots/sites within the Stebbings Valley Dam Catchment Area, Churton Park. Refer to the attached documents for further details.

Note: If a consent has not been given effect to, then it may have lapsed. Contact planning@wcc.govt.nz for more information.

Town Planning and/or Local Government Act 1974

There is a record of consents for this property.

Council granted consent, dated 18 August 1989, subject to conditions, to erect two, two-storey, three bedroom units on each of 57 and 59 Halswater Drive

The Council holds information regarding the subdivision of this property prior to 1991.

No documents relating to this consent have been attached. If required, they can be requested from the Wellington City Archives: https://wellington.govt.nz/arts-and-culture/archives

Legal Documents

There are no legal documents attached.

Rates and Levies

Rates	There are outstanding rates for this property.
	The current rates balance for this property is $209.08
Water Rates	This property does not have Wellington City Council water rates associated with it.
Sludge Levy	The annual sludge levy for this property is $68.71.

As of 1 July 2026, water charges are no longer included in Wellington City Council general rates bills. Customers will now receive separate water services bills from Tiaki Wai.

The type of bill you receive will depend on whether your property has a water meter. Non-metered properties will receive a council rates bill plus a Tiaki Wai water bill; metered properties will receive a Council rates bill, a Tiaki Wai drinking water bill (based on usage), and a Tiaki Wai wastewater/stormwater bill.

Please see https://www.tiakiwai.co.nz/billing for further information.

Properties in the rating categories BGR1, BGR2, BGC1, and BGC2 are subject to an annual sludge levy for the purpose of funding certain costs relating to the construction of a sludge minimisation facility at Moa Point, Wellington. The levy period is 1 July 2024 to 30 July 2057. Liability for the levy is assessed in accordance with clauses 13 to 19 of the Infrastructure Funding and Financing (Wellington Sludge Minimisation Facility Levy) Order 2023.

For information on the sludge levy billing and rating categories, please see: Billing categories - Rates - Wellington City Council and Rates for 2024/2025 - Rates - Wellington City Council.

Refer to attached report for further information on rates and levies.

For valuation information, please contact Quotable Value: QV - Discover your property value.

Building

Building Permits

There is a record of building permits for this property.

Please refer to the attached copies of computer details for building permits.

Building, plumbing, and drainage permits issued under the bylaws made pursuant to the Local Government Act 1974 have now expired. The bylaws relating to building permits were superseded by the Building Act 1991 and subsequently by the Building Act 2004.

Unauthorised or incomplete building, plumbing and drainage permitted work done prior to the implementation of the Building Act 1991 in January 1993, now has the status of "an existing situation". Unless the building is either dangerous or insanitary, as defined under sections 121 and 123 of the Building Act 2004, the Council is precluded from taking any further action to require the owner to complete the work in accordance with the original building permit.

It is not practical to copy the information relating to permits and/or completed consents held at Wellington City Archives. If you want to order copies of the permits and/or consents please order through Building consent search - Property - Wellington City Council.

Building Consents

There is no record of building consents for this property.

Building consents replaced building permits following the implementation of the Building Act 1991, and subsequently the Building Act 2004.

Under Schedule 1 of both Acts, some types of building work are exempt from the need to obtain a building consent. If building work that needs consent was carried out after January 1993 without consent first being obtained, that work is not authorised and the Council may require the property owner to:

- Demolish or remove the work,
- Upgrade to building code requirements (consent may be required, contact Building Compliance and Consents on 04 801 4311),
- Apply for Certificate of Acceptance (refer to the Certificate of Acceptance section below).

The Council may prosecute persons who contravene or fail to comply with the Act or with a notice issued under the Act (for example a notice to rectify issued under the Building Act 1991 or a notice to fix issued under the Building Act 2004).

Certificates of Acceptance

There is no record of a Certificate of Acceptance relating to building work at this property.

Section 96 of the Building Act 2004 provides for a territorial authority (i.e. a council) to issue a Certificate of Acceptance in certain circumstances. A Certificate of Acceptance is limited to the extent to which the territorial authority was able to inspect the building work in question.

Application for a Certificate of Acceptance may be made in the following circumstances:

- Work was carried out without a building consent, where a building consent was required but not obtained
- Work was carried out under urgency
- A private building certifier refuses or is unable to issue a Code Compliance Certificate, and no other building consent authority will agree to issue a Code Compliance Certificate.

Compliance Schedule and Building Warrant of Fitness

There is no compliance schedule or building warrant of fitness for the buildings on this property.

Swimming Pools

There is no record of a swimming pool or spa pool at this property.

The Building Act 2004 requires the property owner to ensure that every residential pool that is filled or partly filled with water must have physical barriers that restrict access to the pool by unsupervised children under 5 years of age.

Definitions of what constitutes a pool and details of the safety requirements are set out in the Act.

A building consent is required for the installation of a pool fence and may be required for the installation of any pool itself.

The Council has a programme to audit the on-going compliance of pool fences and so pools will be subject to periodic inspections to confirm compliance. Property owners will be charged for time spent by Council officers in audits.

Complaints

There is no record of unresolved complaints for this property.

Building Resilience

Earthquake Prone Buildings

The national framework for managing earthquake-prone buildings took effect in July 2017 via changes to the Building Act 2004, along with regulations and the Earthquake-prone Building Methodology. This change has removed the requirement for councils to have individual earthquake-prone building policies and creates a single national policy.

These earthquake-prone building provisions apply to non-residential buildings and some residential buildings if they are:

- Two storeys or more and have three or more household units, or
- Two storeys or more and used as a hostel, boarding house or other specialised accommodation

Other specific exclusions include farm buildings, retaining walls, fences, certain monuments, wharves, bridges, tunnels and storage tanks.

Under the Council's previous Earthquake-prone Building Policy 2009, any pre-1976 commercial building or any pre-1976 residential building which is two or more stories high and contains three or more residential units was assessed to determine an earthquake-prone status. The status resulting from these assessments remains active.

If there are changes to legislation, the loading standard, or if the Council receives further information, a building may require an assessment or reassessment to consider whether it is earthquake prone.

It should also be noted that where a change of use is proposed for the building, structural strengthening work is required to most buildings to upgrade the building to meet current codes.

Verandahs

Wellington City Council is undertaking assessments of verandahs in Wellington City in accordance with the Public Places Bylaw 2022.

The intention of the verandah-related rules in the bylaw is to ensure that all verandahs are maintained in a waterproof condition and in a good state of repair.

Unreinforced Masonry Buildings

Following the Hurunui/Kaikōura earthquake on November 2016, the Ministry of Business Innovation & Employment (MBIE) set up an initiative to improve the seismic performance of unreinforced masonry buildings (URM) in high-risk areas, including Wellington. The initiative requires owners of certain buildings to take action to secure unreinforced masonry parapets and facades by March 2018. This is an amendment to the Building Act 2004 and was passed February 2017 under an Order in Council.

This relates to unreinforced masonry buildings with street-facing parapets and/or facades on busy, high-traffic areas (pedestrian or vehicles) that are already known to be vulnerable in the event of an earthquake.

Weathertightness

The Council has not received any formal notification of Weathertightness issues for this property.

Pursuant to section 124 of the Weathertight Homes Resolution Services Act 2006, the Council will report formal notification of possible water ingress issues at a property from one of the following sources:

- Ministry of Business Innovation and Employment (MBIE)
- Weathertight Homes Tribunal

The Council may also include information in this section where it has received a notification that it considers relates to water ingress issues from one of the following sources:

- High or District Court
- Written notification from the owner of the property or their agent
- Where the owner has applied to MBIE for a Determination and the report carried out by MBIE has identified areas of water ingress

The Council may hold other information about possible weathertight issues with the dwelling, e.g. via notes of phone calls, emails, or other correspondence or documents such as building consent applications. The Council may, at its discretion, include this information under the “Unresolved Complaints" section of this LIM.

If you have any concerns, we recommend that you seek independent advice from a suitably qualified person such as a building surveyor, and/or speak to the owners of the property.

Encroachments and Licences

There is no encroachment licence for this property.

Property owners are legally required under cl 19 of the Public Places Bylaw to have a valid encroachment license for any private occupation of legal road. Encroachments typically require an annual fee, and when a property changes ownership an administration fee is charged.

Properties with multiple units under a cross lease or unit title subdivision may have encroachment licenses relating to specific units. A LIM is required to include information for all units on the underlying land, so these encroachment licenses are included under this section.

Note: Encroachments are not permitted on parks or reserve land. If one exists, owners are required to contact the Council and remove the encroachment at the owner's cost. In some instances, dwellings may have historically encroached on an adjacent reserve. In these instances, removal will be required at the time of any future demolition or major reconstruction. For more information see: Encroachments - Wellington City Council.

Land and Structure

The maintenance of the common property is the responsibility of the owners.

Access

The maintenance of the Right-of-Way is the responsibility of the owners of the properties using the Right-of-Way.

The owner is responsible for maintaining the vehicle accessway and/or path out to and including the kerb crossing.

Invoice Attachments

Wellington City Council
PO Box 2199, Wellington, Phone 499 4444

Absolutely Positively **Wellington** City Council
Me Heke Ki Pōneke

Tax Invoice

GST Number 53-204-63

Wang Li
19 Mackay Street
Wigram
Christchurch 8042

Date: 31-Aug-26
Reference: TW 575360 - 1
Land Information Memorandum

Property Address
59 Halswater Drive, Churton Park

Owners

Fees Payable

Description	Reference	Fee	GST	Total
LIM Application Fee	RES LIM	$500.43	$75.07	$575.50
Total		$500.43	$75.07	$575.50

The Council's Terms and Conditions for Supply of Goods and Services require that you pay all invoices by the 20th day of the month following the date it is issued. If payment is not made by that time, you will be liable fc

- interest calculated daily at a rate of 15% pa on the overdue Invoice amoun
- an administrative fee of either 10% of the overdue Invoice amount or $300 (whichever is less), an
- all costs and expenses incurred by the Council in seeking to recover the overdue Invoice amount

Payment Advice

Please return this section with your payment

Wang Li
19 Mackay Street
Wigram
Christchurch 8042

WELLINGTON CITY COUNCIL
PO BOX 2199 WELLINGTON

31-Aug-26

Reference:	**TW 575360 - 1 Land Information Memorandum**
Amount Due:	**$575.50**
AMOUNT PAID:	PLEASE COMPLETE

Payment can be made by:
- Direct Credit to a/c 060582 01 06111 00 with ref. no. noted
- Online at wellington.govt.nz/payments/online

Wellington City Council
PO Box 2199, Wellington, Phone 499 4444

Absolutely Positively **Wellington** City Council
Me Heke Ki Pōneke

STATEMENT

GST Number 53-204-63

Wang Li
19 Mackay Street
Wigram
Christchurch 8042

Date: 31-Aug-26
Reference: TW 575360
Land Information Memorandum
Property Address: 59 Halswater Drive, Churton Park

Reference	Code	Date	Debit	Credit
N0000217342-001	PAY	28/08/2026		575.50
575360 - 1	INV	31/08/2026	575.50	
			575.50	575.50

Amount Due: 0.00

Note: Due to system changes invoices issued prior to 11/10/2006 will show on this statement as dated 11/10/2006.

Codes: INV: Invoice CN:Credit Note PAY:Payment TFR:Transferred Payment RFD:Refunded Payment INT:Internal Invoices
DIS:Dishonoured Cheque/Cancelled Payment BAD:Bad Debt Write-off REV:Bad Debt Write-off Reversal

The Council's Terms and Conditions for Supply of Goods and Services require that you pay all invoices by the 20th day of the month following the date it is issued. If payment is not made by that time, you will be liable fo

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- an administrative fee of either 10% of the overdue Invoice amount or $300 (whichever is less), an
- all costs and expenses incurred by the Council in seeking to recover the overdue Invoice amount

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WELLINGTON CITY COUNCIL
PO BOX 2199 WELLINGTON

Wang Li
19 Mackay Street
Wigram
Christchurch 8042

31-Aug-26

Reference:	**TW 575360** **Land Information Memorandum**
Amount Due:	**0.00**
AMOUNT PAID:	PLEASE COMPLETE

Payment can be made by:
- Direct Credit to a/c 060582 01 06111 00 with ref. no. noted
- EFTPOS, Credit Cards or Cash at Council Offices
- Online at wellington.govt.nz/payments/online

Property Summary

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir
Registrar-General of Land

Identifier **WN36D/660**
Land Registration District **Wellington**
Date Issued 10 May 1990

Prior References
WN34C/541

Estate Fee Simple - 1/2 share
Area 800 square metres more or less
Legal Description Lot 4 Deposited Plan 66262
Registered Owners
Wang Li

Estate Leasehold
Instrument L B081039.4
Term 999 years commencing on 1.3.1990
Legal Description Flat 2 Deposited Plan 69029
Registered Owners
Wang Li

Interests

Appurtenant hereto is a right of way and rights to sewage and water drainage, power and water reticulation specified in Easement Certificate B007239.2

Subject to a right of way and rights to sewage and water reticulation over part marked D on DP 66262 specified in Easement Certificate B007239.2

The easements specified in Easement Certificate B007239.2 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to electricity conveyance rights (in gross) over part marked D on DP 66262 in favour of the Hutt Valley Energy Board created by Transfer B007239.3

The easements created by Transfer B007239.3 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to telecommunications rights (in gross) over part marked D on DP 66262 in favour of Telecom Corporation of New Zealand Limited created by Transfer B007239.4

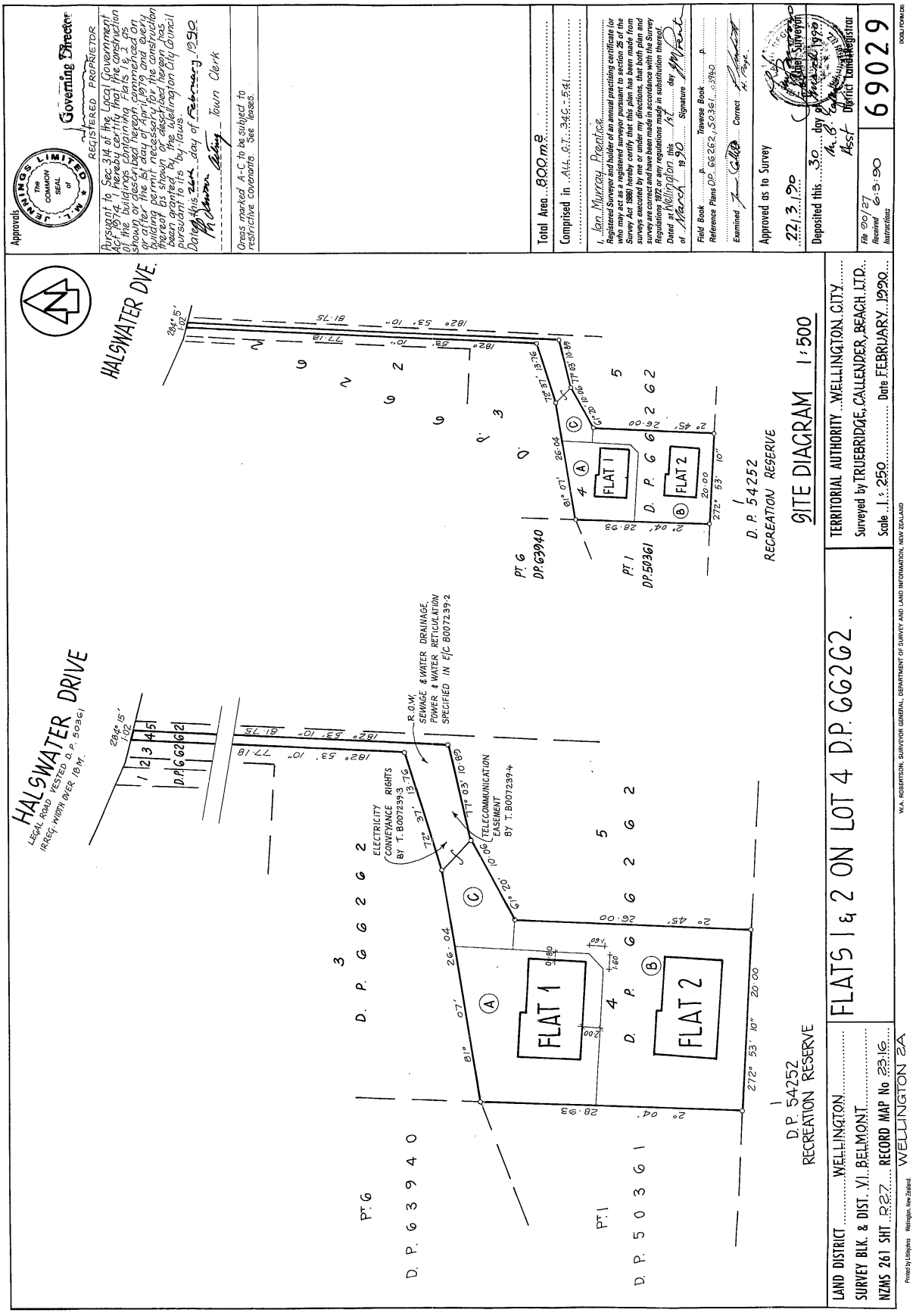
The easements created by Transfer B007239.4 are subject to Section 309 (1) (a) Local Government Act 1974

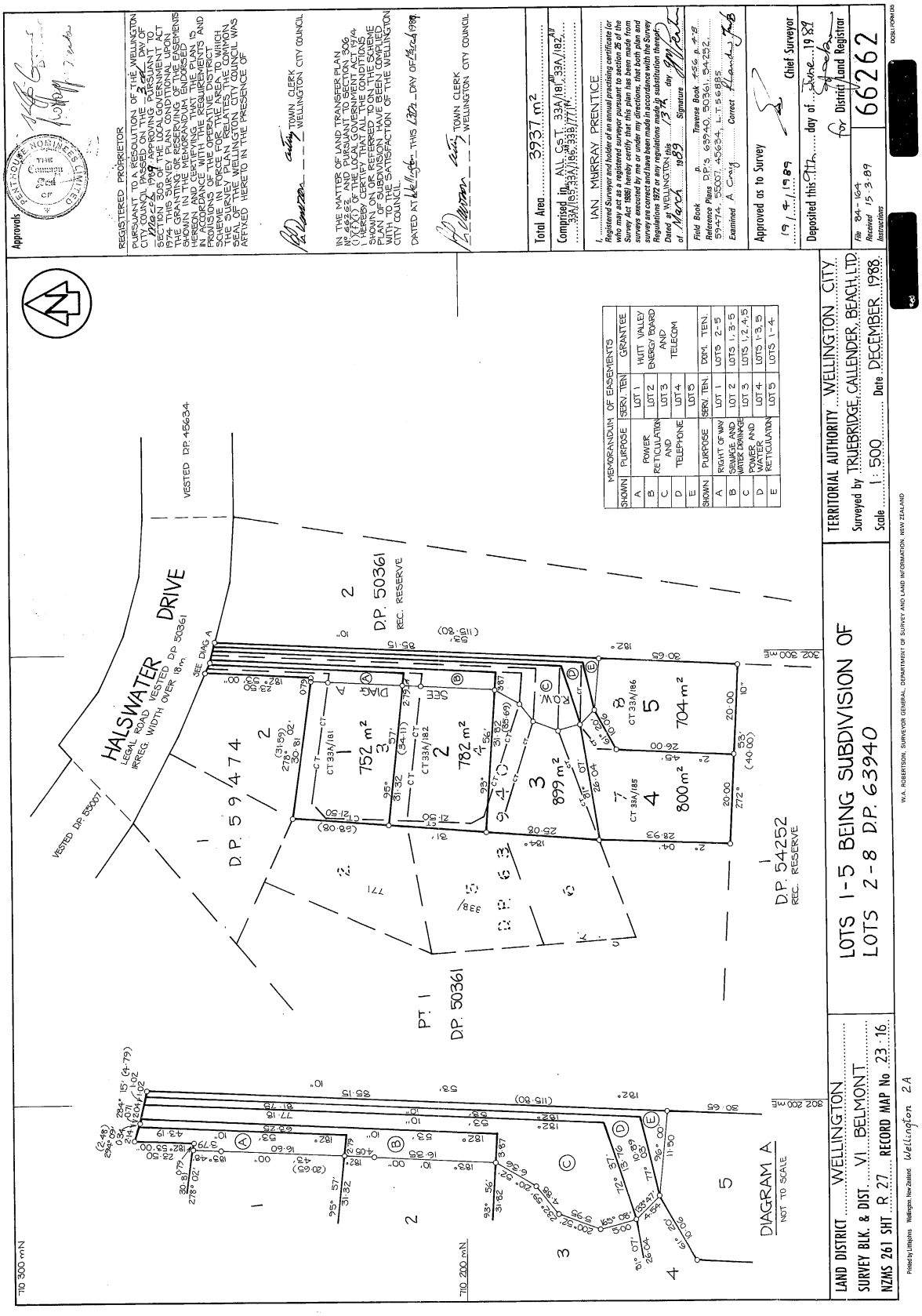
Land Covenant in Transfer B007239.5 - 9.6.1989

B081039.2 Lease of Flat 1 DP 69029 Term 999 years commencing on 1.3.1990 Composite CT WN36D/659 issued - 10.5.1990 at 11.32 am (Affects Fee Simple)

B081039.4 Lease of Flat 2 DP 69029 Term 999 years commencing on 1.3.1990 Composite CT WN36C/660 issued - 10.5.1990 at 11.32 am (Affects Fee Simple)

11102666.2 Mortgage to ANZ Bank New Zealand Limited - 22.8.2019 at 1:45 pm


Approvals
Governing Director
REGISTERED PROPRIETOR
Pursuant to Sec 314 of the Local Government Act 1974, I hereby certify that the construction of the buildings containing Flats 1 & 2 as shown or described hereon commenced on or after the 1st day of April 1979 and every building permit necessary for the construction thereof as shown or described hereon has been applied for and that the Wellington City Council pursuant to its by-laws
Dated this 21st day of February 1990
Town Clerk
Areas marked A-C to be subject to restrictive covenants See leases.
Total Area 800m2
Comprised in All of C.T. 345/541
I, Ian Murray Prentice
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and surveys were carried out in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof
Dated at Wellington this 1st day of March 1990
Signature
Field Book p. Traverse Book p.
Reference Plans DP. 66262, 50361, 63940
Examined Correct
Approved as to Survey
22.3.1990
Deposited this 30 day of March 1990
Assistant District Land Registrar
File 90/27
Received 6:3:90
Instructions
69029
HALSWATER DRIVE
LEGAL ROAD VESTED D.P. 50361
IRREG. WIDTH OVER 19M.
SITE DIAGRAM 1:500
FLAT 1
FLAT 2
R.O.W. SEWAGE & WATER DRAINAGE, POWER & WATER RETICULATION SPECIFIED IN E/C B007239 2
ELECTRICITY CONVEYANCE RIGHTS BY T. B007239 3
TELECOMMUNICATION EASEMENT BY T. B007239 4
D.P. 54252 RECREATION RESERVE
PT. 6 D.P. 63940
PT. 1 D.P. 50361
D.P. 66262
LAND DISTRICT WELLINGTON
SURVEY BLK. & DIST. VI. BELMONT
NZMS 261 SHT R27 RECORD MAP No 23.16
WELLINGTON 2A
FLATS 1 & 2 ON LOT 4 D.P. 66262.
TERRITORIAL AUTHORITY WELLINGTON CITY
Surveyed by TRUEBRIDGE, CALLENDER, BEACH LTD.
Scale 1:250 Date FEBRUARY 1990
W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND
Printed by Litographics Wellington, New Zealand
DCSLI FORM 05


Approvals
REGISTERED PROPRIETOR
PURSUANT TO A RESOLUTION OF THE WELLINGTON CITY COUNCIL PASSED ON THE 3rd DAY OF December 1987 APPROVING PURSUANT TO SECTION 308 OF THE LOCAL GOVERNMENT ACT 1974 THE SUBDIVISION SHOWN HEREON AND THE GRANTING OF RESERVING OF THE EASEMENTS SHOWN IN THE MEMORANDUM ENDORSED HEREON AND CERTIFYING THAT PARAGRAPH 15 HEREOF COMPLIES WITH THE REQUIREMENTS AND PROVISIONS OF THE OPERATIVE DISTRICT SCHEME IN FORCE FOR THE AREA TO WHICH THE SURVEY PLAN RELATES. THE COMMON SEAL OF THE WELLINGTON CITY COUNCIL WAS AFFIXED HERE TO IN THE PRESENCE OF
TOWN CLERK
WELLINGTON CITY COUNCIL
IN THE MATTER OF LAND TRANSFER PLAN NO 45634 AND PURSUANT TO SECTION 396 OF THE LOCAL GOVERNMENT ACT 1974 I HEREBY CERTIFY THAT ALL THE CONDITIONS SHOWN ON OR REFERRED TO ON THE SCHEME PLAN OF SUBDIVISION HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE WELLINGTON CITY COUNCIL
DATED AT Wellington THIS 12th DAY OF March 1988
TOWN CLERK
WELLINGTON CITY COUNCIL
Total Area 3937 m²
Comprised in ALL Cert. 33A/181, 33A/182
I, IAN MURRAY PRENTICE
Registered Surveyor and holder of an annual practising certificate(s) which is/are in force and entitled me to act under Section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at WELLINGTON this 13th day of March 1989
Signature
Field Book Traverse Book
Reference Plans
Examined
Approved as to Survey
Chief Surveyor
Deposited this 7th day of June 1989
for District Land Registrar
File 84-164
Received 15.3.89
Instructions
MEMORANDUM OF EASEMENTS
SHOWN | PURPOSE | SERV. TEN. | GRANTEE
A | POWER RETICULATION AND TELEPHONE | LOT 1 | HUTT VALLEY ENERGY BOARD AND TELECOM
B | | LOT 2
C | | LOT 3
D | | LOT 4
E | | LOTS
SHOWN | PURPOSE | SERV. TEN. | DOM. TEN.
A | RIGHT OF WAY | LOT 1 | LOTS 2-5
B | SEWAGE AND WATER DRAINAGE | LOT 2 | LOTS 1, 3-5
C | | LOT 3 | LOTS 1, 2, 4, 5
D | POWER AND WATER RETICULATION | LOT 4 | LOTS 1-3, 5
E | | LOT 5 | LOTS 1-4
TERRITORIAL AUTHORITY WELLINGTON CITY
Surveyed by TRUEBRIDGE, CALLENDER, BEACH, LTD
Scale 1:500 Date DECEMBER 1988
LOTS 1-5 BEING SUBDIVISION OF LOTS 2-8 D.P. 63940
66262
W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND
LAND DISTRICT WELLINGTON
SURVEY BLK. & DIST. VI BELMONT
NZMS 261 SHT R 27 RECORD MAP No 23:16
Printed by Litigins Wellington, New Zealand Wellington 2A
DIAGRAM A
NOT TO SCALE
HALSWATER DRIVE
LEGAL ROAD VESTED D.P. 50361
IRREG. WIDTH OVER 18m
VESTED D.P. 45634
VESTED D.P. 55007
D.P. 50361
REC. RESERVE
D.P. 54252
REC. RESERVE
PT 1 D.P. 50361
D.P. 59474
752 m²
782 m²
899 m²
800 m²
704 m²
CT 33A/181
CT 33A/182
CT 33A/185
CT 33A/186
710 300 mN
710 200 mN
302 300 mE
302 200 mE

B081039.4 L

Approved by the Registrar-General of Land, Wellington No. 212336.

Wellington
Land Registry Office

MEMORANDUM OF LEASE

LESSORS: M L JENNINGS LIMITED at Wellington

LESSEE: M L JENNINGS LIMITED at Wellington

SCHEDULE OF LAND AND FLAT

Lessors Estate Fee simple

C.T. REFERENCE	DESCRIPTION OF LAND AND LOCALITY	DESCRIPTION OF FLAT
34C/541	Lot 4	Flat No. 2 on Deposited Plan 69029 (hereinafter called "the Flat") which is ~~part~~ of a building erected on the said land ~~comprising Flats Nos~~ being Flat 2 as shown on the said plan (hereinafter called "the said building").
Area	Deposited Plan 66262	
800m²	Situated in Wellington	

Encumbrances, Liens, and Interests:
1. Fencing covenant in transfer 352641.2
2. Easement certificate B.007239.2
3. Transfer grant of electricity conveyance rights B.007239.3
4. Transfer grant of telecommunication easement B.007239.4
5. Transfer B.007239.5 containing restrictive covenant

TERM 999 years commencing on the 1st day of March 19 90

RENTAL 10 cents per annum payable yearly in advance if demanded in writing by the Lessors prior to the commencement of the year for which it is payable.

CONDITIONS The parties hereby agree that:

1. The covenants conditions and agreements set out in Schedules A, B & C herein form part of this Lease.
2. In any case where the Lessors are proprietors of a leasehold estate in the said land the covenants conditions and agreements set out in Schedule D herein form part of this Lease.
3. The words "Flat share" shall be deemed to mean a one- whole share calculated in terms of the number of flats contained in the said building. (ie one flat only)
4. The words "Land share" shall be deemed to mean a one- half share calculated in terms of the number of flats contained in all buildings erected on the said land.
5. In respect of Clauses 6, 13 & 22 in the Schedules hereto where neither sub-clause (a) or sub-clause (b) has been deleted, sub-clause (a) shall form part of this Lease as hereinbefore provided and sub-clause (b) shall not.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DOTH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this 9th day of March 19 90

EXECUTED by the said
M L JENNINGS LIMITED
as both the Lessor and Lessee
by the affixing of its common seal
in the presence of:

M L JENNINGS LIMITED The COMMON SEAL of

Governing Director

~~in the presence of:~~

SCHEDULE A (Lessees Covenants)

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. PAYMENT OF RENT
To pay the rent in the manner and at times hereinbefore provided.

2. PAYMENT OF MAINTENANCE EXPENSES
The Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors:

(a) A Flat share of all costs and expenses properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.

(b) A Land share of all costs and expenses properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.

PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving the said building or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.

3. RESTRICTIONS ON USE
The Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance grievance or disturbance to the other lessees or occupants of any building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.

4. NOT TO CREATE FIRE OR OTHER HAZARDS
The Lessee shall not bring into or keep in the Flat any goods or any substance of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of the said building or which may make void or voidable any such insurance cover.

5. TO COMPLY WITH STATUTES
The Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.

6. (a) MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE
The Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat PROVIDED HOWEVER that where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this Lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

~~OR~~

~~6. (a) MAINTENANCE OF INTERIOR ONLY BY LESSEE~~
~~The Lessee shall at his own cost and expense keep and maintain in good order condition and repair the interior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat PROVIDED HOWEVER that where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this Lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of the structure, frame work or foundations) together with any electrical and plumbing equipment and any drains exclusively serving the Flat~~

7. INSPECTION BY LESSORS
The Lessee shall permit the Lessors or their representatives at all reasonable times to enter the Flat to inspect the condition of the same.

8. TO KEEP COMMON AREAS CLEAR AND TIDY
The Lessee shall not leave or place in the passageways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish therein or thereon and shall place any rubbish containers in such reasonable location approved by the Lessors.

9. TO PAY FOR SERVICES TO FLAT
The Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

10. NOT TO MAKE STRUCTURAL ALTERATIONS
The Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any building, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.

SPACES TO BE COMPLETED AND AMENDED AS NECESSARY

11. USE OF EXCLUSIVE AND COMMON AREAS
The Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except: (a) The Flat (b) That part of the said land relating to the Flat marked or shown B on Deposited Plan No. 69029 ; (c) That part of the said land marked or shown C on Deposited Plan No. 69029 but only for the purposes of reasonable ingress and egress by vehicle or on foot;

12. PRESERVATION OF LESSEES EXCLUSIVE AREA
The Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown B on Deposited Plan No. 69029 in a neat and tidy condition and in good repair.

13. (a) SEPARATE INSURANCE EFFECTED BY LESSEE
The Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on such parts of the said building as such Lessee holds as tenant.

~~OR~~

13. (b) PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS
The Lessee shall pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Flat share of the premium and other moneys payable in respect of the policy of insurance to be effected by the Lessors pursuant to Clause 20 (b) hereof PROVIDED THAT in any case whereby arrangement between the Lessors and the insurance company the premium in respect of each Flat in the said building shall be assessed and payable separately then the Lessee shall pay the separate premium whenever the same is due direct to the insurance company and shall if and whenever required by the Lessors produce to the Lessors the receipt for payment of the same.

14. LESSEES OWNERSHIP OF SHARE IN FEE SIMPLE
The Lessee shall remain the owner of a Land share in the fee simple of the laid land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed provided always that this Clause shall not apply to the first Lessee hereof.

15. PAYMENT OF RATES
The Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's Land share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE B (Lessors Covenants)

THE LESSORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE LESSEE:

16. QUIET ENJOYMENT
The Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

17. MAINTENANCE BY LESSORS
The Lessors shall keep and maintain in good order repair and condition:

(a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same; and

(b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.
AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.

18. LEASES OF OTHER FLATS
The Lessors shall lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder for the time being as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE C (Mutual Covenants)

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSORS AND THE LESSEE:

19. DETERMINATION OF LEASE FOR DEFAULT
That if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter the Flat or any part or parts therof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and to expel and remove the Lessee but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease where the Lessors have actual notice of the address of the Mortgagee before or within seven days after the date of service of such notice upon the Lessee.

20. (a) RE-INSTATEMENT BY LESSEE (where Clause 13(a) applies)
That in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a Flat share of the cost of so doing.

OR

20. (b) RE-INSTATEMENT BY LESSORS (where Clause 13(b) applies)
That the Lessors shall in the names of the Lessors and Lessee for their respective rights and interests insure and keep insured the said building against fire and earthquake and such other risks as are normally covered under a comprehensive House-owners policy for the full amount available under a replacement policy and shall pay the premiums on such policy as the same become due AND in the event of the said building being damaged or destroyed by any cause whatsoever the Lessors shall with all reasonable despatch repair and make good such destruction or damage and in the event of the moneys received under the said policy of insurance being insufficient to repair and re-instate the said building as aforesaid then the Lessee shall bear a Flat share of such insufficiency unless such damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or those parties.

21. LESSORS NOT LIABLE FOR WATER DAMAGE
That the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. (a) SUBLETTING BY LESSEE
The Lessee shall be entitled to let the Flat only to a reputable and solvent subtenant and the Lessee shall ensure that the subtenant first enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

~~OR~~

~~22. (b) RESTRICTED SUBLETTING BY LESSEE~~
~~The Lessee shall not without the prior consent in writing of the Lessors or a majority of the Lessors first had and obtained for that purpose on every occasion sublet or part with the possession or occupation of the Flat or any part thereof but such consent shall not be unreasonably or arbitrarily withheld in any case where:—~~

~~(a) the proposed subletting is for a term not exceeding one year during which the Lessee is unable to personally occupy the Flat and,~~
~~(b) the proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe perform and fulfill all the obligations of the Lessee hereunder and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.~~

~~Any underletting within the meaning of Sub-section (2) of Section 109 of the Property Law Act 1952 without such consent as aforesaid shall constitute a breach of this present clause.~~

23. PERFORMANCE OF LESSEES COVENANTS BY LESSORS
That in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by Servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars ($10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.

24. POWER OF SALE OF LESSEES FLAT BY LESSORS
That in the event of this lease being determined in the manner herein provided then in any such case:—

(a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and

(b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and

(c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;

AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purposes of this Clause 24 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.

25. NON-MERGER
That there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. ARBITRATION
That if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution therefor.

27. PROCEDURE FOR DECISIONS
That in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

(a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.

(b) If the proposed action is not agreed to unanimously within fourteen days after the last date of service of the said notices that matter shall deemed to be a question to be arbitrated pursuant to Clause 26 hereof.

(c) The parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

28. COLOUR SCHEME
That notwithstanding the provisions of Clause 27 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as is practicable to the existing colour scheme.

29. NON-DEVOLUTION OF LIABILITY
That without negativing the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a Memorandum of Transfer of the Lessee's interest hereunder to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements herein expressed or implied but without releasing the Transferor from any liability which may have arisen hereunder prior to the registration of such Memorandum of Transfer and thenceforth after the registration of any such Memorandum of Transfer the obligations herein expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by such Transferee, and the Lessors shall have no recourse to the Transferee's antecedents in title.

30. INTERPRETATION
That wherever used in these presents:—

(a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.

(c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.

(d) Words importing one gender shall include the other gender as the case may require.

(e) Words importing the singular or plural number shall include the plural or singular number respectively.

(f) The clause headings shall not form part of this Lease and shall have no bearing on the construction or interpretation of the same.

~~SCHEDULE D (Special Covenants for Leasehold Estates)~~

~~31. IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:—~~

~~(a) Interpretation~~

~~(i) The expression "Head Lease" means the Memorandum of Lease referred to in the Schedule of Land and Flat and the expressions "Head Lessor" and "Leasehold Estate" shall have corresponding meanings.~~

~~(ii) The expressions "fee simple" "freehold interest" and "freehold estate" where they occur in Schedules A, B & C hereof shall unless inconsistent with the context refer to and include the leasehold estate.~~

~~(b) Lessee to pay share of Head Lease rental~~
~~That the Lessee will upon demand in writing by the Lessors pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Land share of the rental from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations thereunder or in or about any renewal thereof as hereinafter provided.~~

~~(c) Lessee to observe terms of Head Lease~~
~~That the Lessee will from time to time and at all times observe perform and keep all and singular the covenants agreements and conditions contained and implied in the Head Lease so far as they affect the Flat and will save and keep harmless and indemnified the Lessors from and against all costs claims damages expenses actions and proceedings for or on account of breach of covenant or otherwise under the Head Lease as shall be occasioned by breach by the Lessee of any covenant condition or agreement herein contained or implied and on his part to be observed performed or fulfilled.~~

~~(d) Lessors to pay Rent and observe Covenants:~~
~~That the Lessors shall and will throughout the term hereby created pay the rent reserved by and duly and punctually perform and observe all and singular the covenants and provisions expressed or implied in the Head Lease and on the part of the Lessee thereunder to be performed and observed and will not do omit or suffer any act or thing whereby or in consequence whereof the power of re-entry into possession or any of the incidental ancillary or subsidiary powers vested in the Head Lessor by the Head Lease shall or may become exercisable.~~

~~(e) Rights of Renewal~~

~~That the Lessors will from time to time and so often as the same shall require to be done and at all proper times for so doing give all such notices do all such things execute all such documents and pay all such costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor the renewal of the Head Lease and of every lease so procured AND when and so often as the Head Lessor shall grant and execute unto the Lessors hereunder a new Head Lease as aforesaid the Lessors hereunder will at the cost and expense of the Lessee hereunder deliver unto the Lessee hereunder and the Lessee hereunder shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the Flat for the term of such newly granted head lease less the last day thereof a sublease at the same Flat share of rental and upon with and subject to the same covenants agreements conditions and provisions as are herein contained and implied including this present clause AND for the better enabling the Lessee hereunder to secure and enjoy the benefit of this present Clause the Lessors for the time being hereunder DO HEREBY JOINTLY AND EACH OF THEM DOTH SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being hereunder the Attorney for them and each of them and in their name and in the name of each of them to give all such notices and to do all such acts matters and things and to make all such appointments and to pay all costs, charges and expenses and to give, make execute and deliver all such documents and paper writings as shall for all or any of the purposes aforesaid be desirable necessary or expedient.~~

Insert page

9A

That the Lessee shall from time to time and at all times permit the Municipal Electricity Department its Surveyors, Engineers, Workmen, Agents and Servants with or without vehicles and machinery to enter and remain on said land for the purpose of constructing, extending, maintaining, altering, repairing and renewing the electrical cables laid beneath the said land and serving buildings erected thereon and the Lessee will not place any buildings erections or fences on the part of the said land under which the said cables are laid and will not at any time do or permit or suffer any act whereby the rights, powers, licences and liberties hereby granted to the said Municipal Electricity Department may be interfered with or affected.

9B

That the Lessee shall from time to time and at all times permit Telecom (or its successors) its Surveyors, Engineers, Workmen, Agents and Servants with or without vehicles and machinery to enter and remain on said land for the purpose of constructing, extending, maintaining, altering, repairing and renewing the communications cables laid beneath the said land and serving buildings erected thereon and the Lessee will not place any buildings, erections or fences on that part of the said land under which the said cables are laid and will not at any time do or permit or suffer any act whereby the rights, powers, licences and liberties hereby granted to the said Telecom (or its successors) may be interfered with or affected.

REGISTERED IN
DUPLICATE

Correct for the purposes of the Land Transfer Act.

Solicitor for the Lessee

"I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no lease duty is payable on this instrument by reason of the application of section 35(1) of that Act, and that the provisions of sub-section (2) of that section do not apply."

Solicitor for the Lessee

B081039.5 OCT 3
10.5.1990

OCT

Leasehold and Title | 1/2 Share | 36D/660 Issued

A.L.R.

LEASE

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

District
Assistant Land Registrar
of the District of Wellington

11.32 10.MAY90 B 081039.4

PARTICULARS ENTERED IN REGISTER
DISTRICT LAND
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR

WELLINGTON
N.Z.

34C/541

MORRISON MORPETH
SOLICITORS
WELLINGTON

© AUCKLAND DISTRICT LAW SOCIETY

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Valuation Property Details

The information below has been obtained from selected computer records held by Wellington City Council, as supplied by third parties, in relation to the address provided by you and in relation to the matters requested by you. The accuracy of this information cannot be guaranteed.

Wufi	Property Status	Address	Area (m2)
1072703	C	59 Halswater Drive	800.0000

Legal Description:	LOT 4 DP 66262
Apportionment:	6
Valuation Ref:	16702-51200-

Valuation Usage

Land Use Zone	9A
Garage And Parking	2
Land Usage	92
Building Construction	XT
Building Condition	GG
Building Age	1990-99
Building Floor Area (m2)	280
Building Site Area	180
Units Of Use	2
Building Category	RD9B

Property Addresses

Full Address	Source	WCC Assigned	WCC Accepted
59 Halswater Drive	W	N	Y

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Valuation Property Details

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Wufi	Property Status	Address	Area (m2)
1072705	C	59B Halswater Drive	0.0000
1072705	C	Flat 2 59 Halswater Drive	0.0000

Legal Description:	FLAT 2 DP 69029 HAVING 1/2 SH IN LOT 4DP 66262 BEING 800 M2
Apportionment:	2
Valuation Ref:	16702-51200-B

Valuation Usage

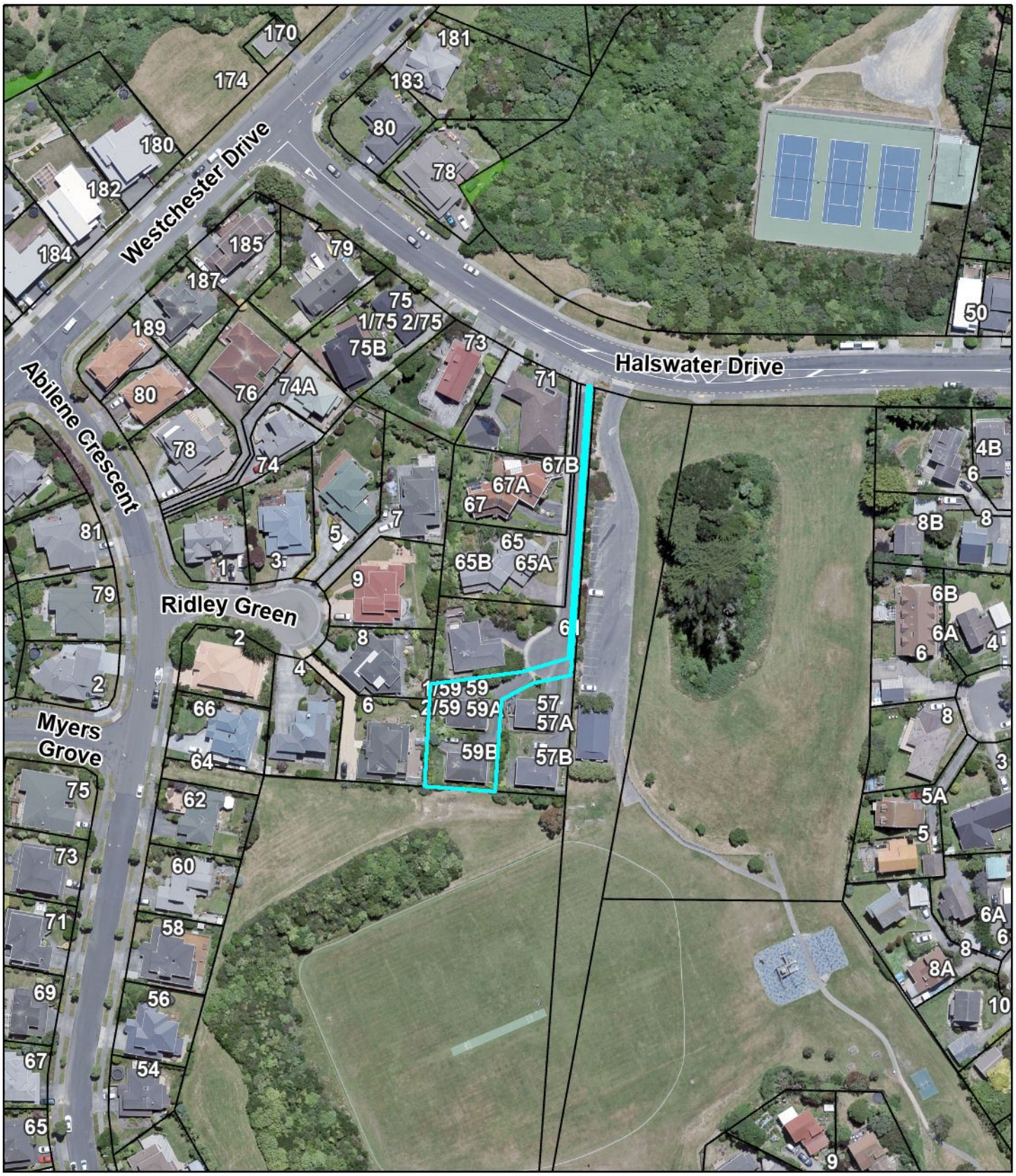
Land Use Zone	9A
Garage And Parking	2
Land Usage	91
Building Construction	XT
Building Condition	AA
Building Age	1990-99
Building Floor Area (m2)	140
Building Site Area	90
Units Of Use	1
Building Category	RD9B

Property Addresses

Full Address	Source	WCC Assigned	WCC Accepted
59B Halswater Drive	W	N	Y
Flat 2 59 Halswater Drive	W	N	Y

Maps

Aerial Photo



August 31, 2026

N

1:1,500

0 30 60 Metres

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Data Statement:
Property boundaries, 20m Contours, road names, rail line, address & title points sourced from Land Information NZ. Assets, contours, water and drainage information shown is approximate and must not be used for detailed engineering design. Other data has been compiled from a variety of sources and its accuracy may vary, but is generally +/- 1m. Crown Copyright reserved.

Property Boundaries Accuracy:
+/-1m in urban areas
+/-30m in rural areas

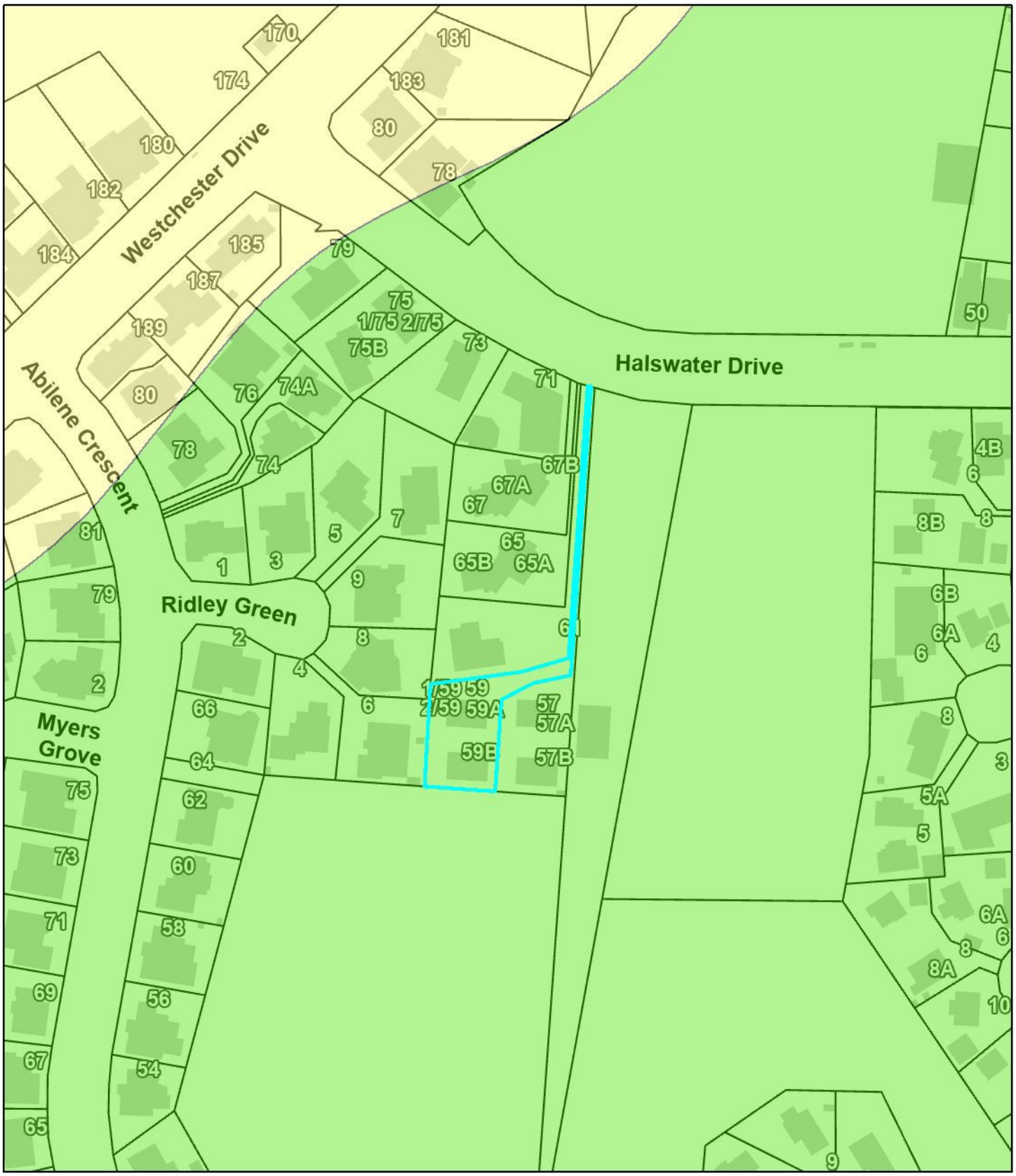
Data Source:
Census data - Statistics NZ.
Postcodes - NZ Post.

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Wind Zone



August 31, 2026

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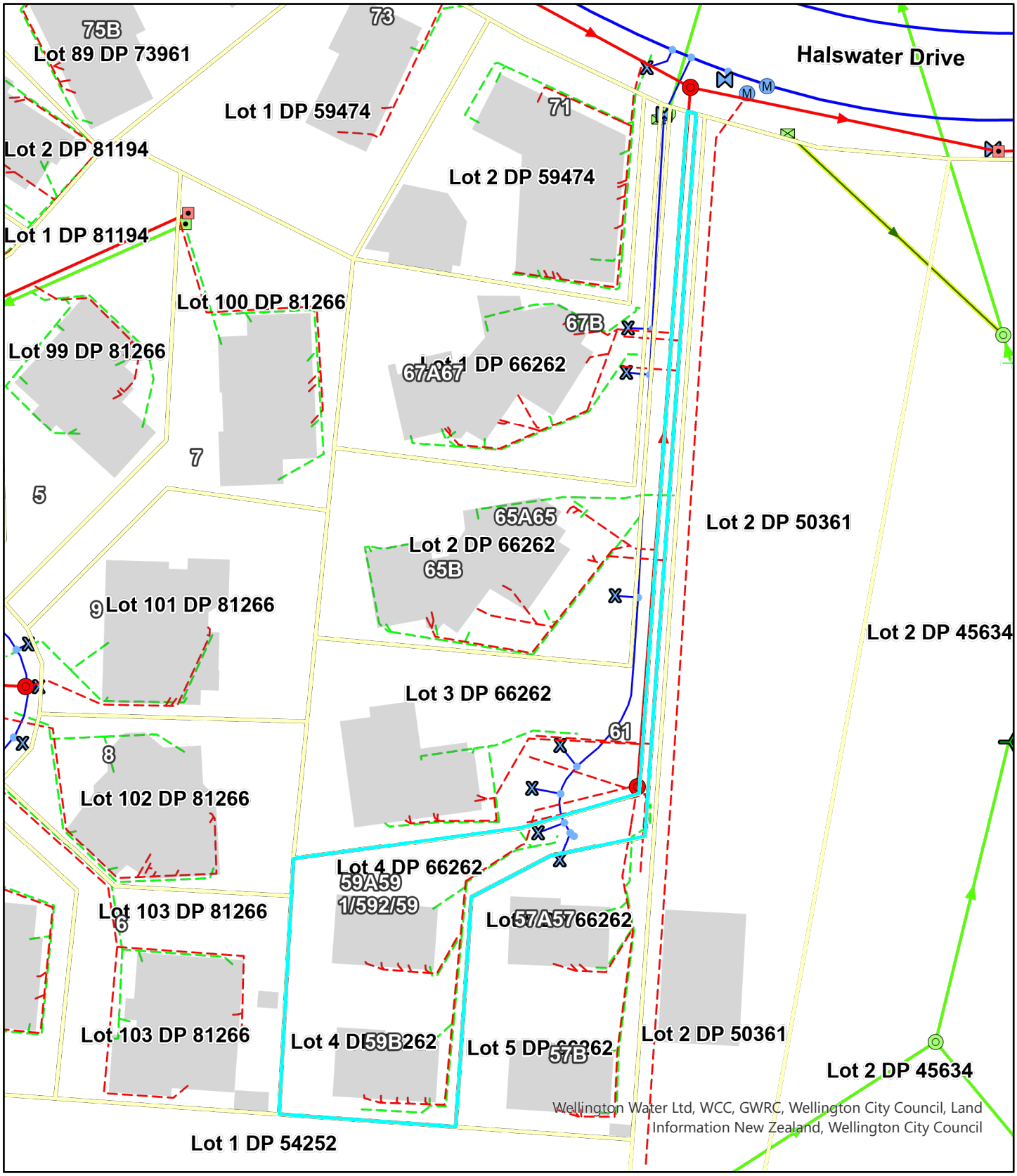
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Plumbing and Drainage



August 31, 2026

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0 12.5 25 Metres

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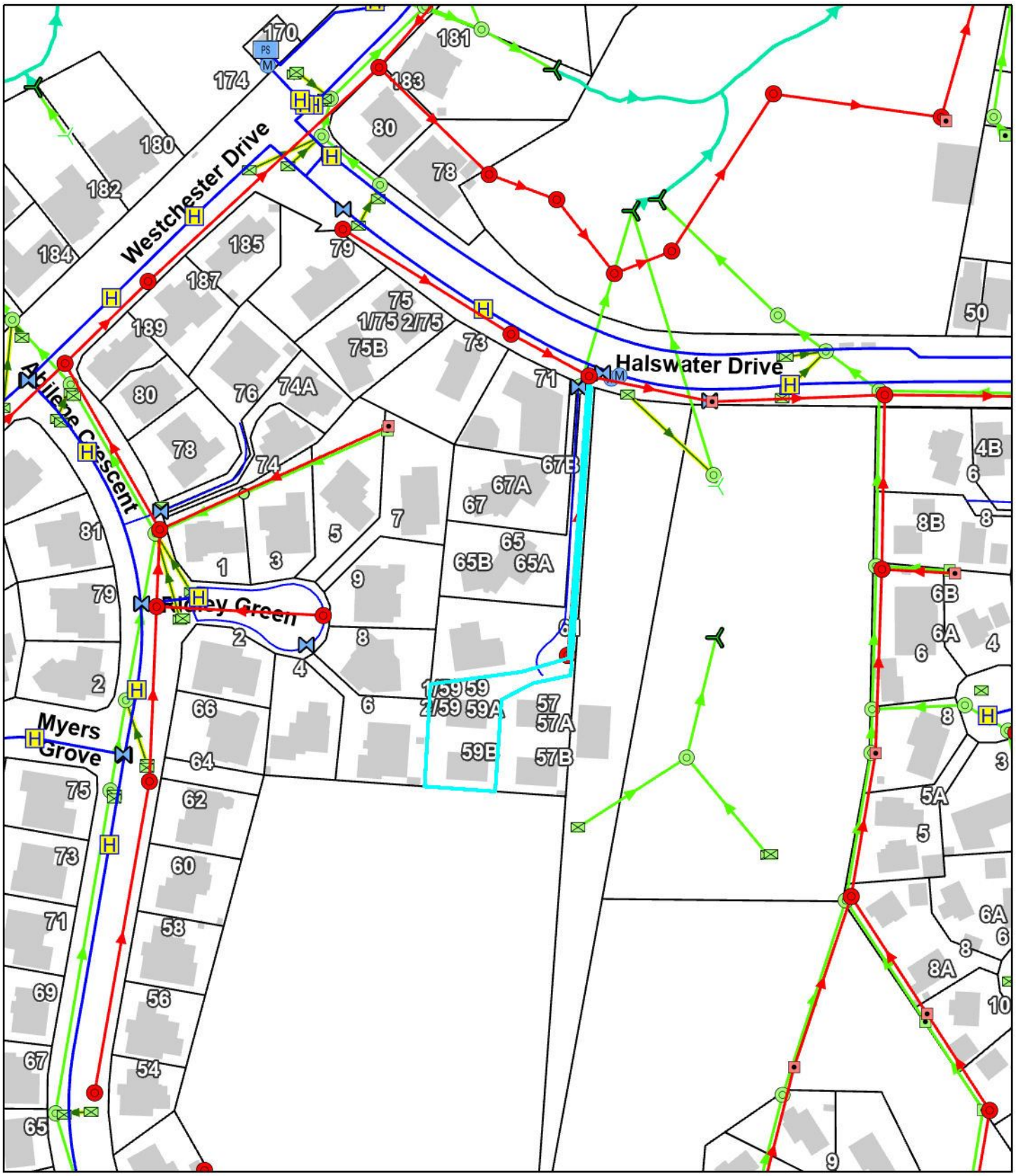
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Property Boundaries Accuracy:
+/-1m in urban areas
+/-30m in rural areas

Data Source:
Census data - Statistics NZ.
Postcodes - NZ Post.

Plumbing and Drainage



August 31, 2026

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0 30 60 Metres

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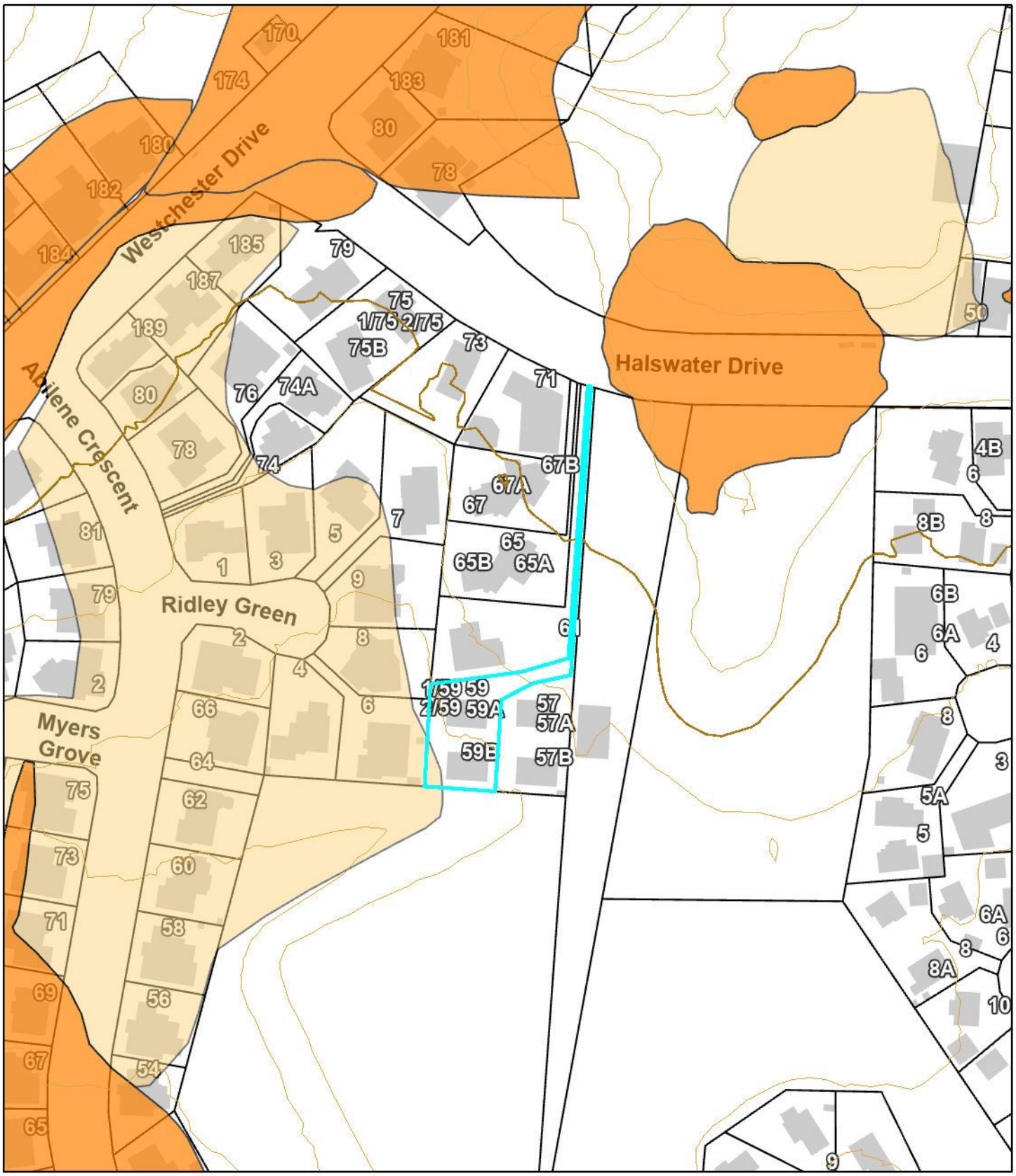
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Earth Moving



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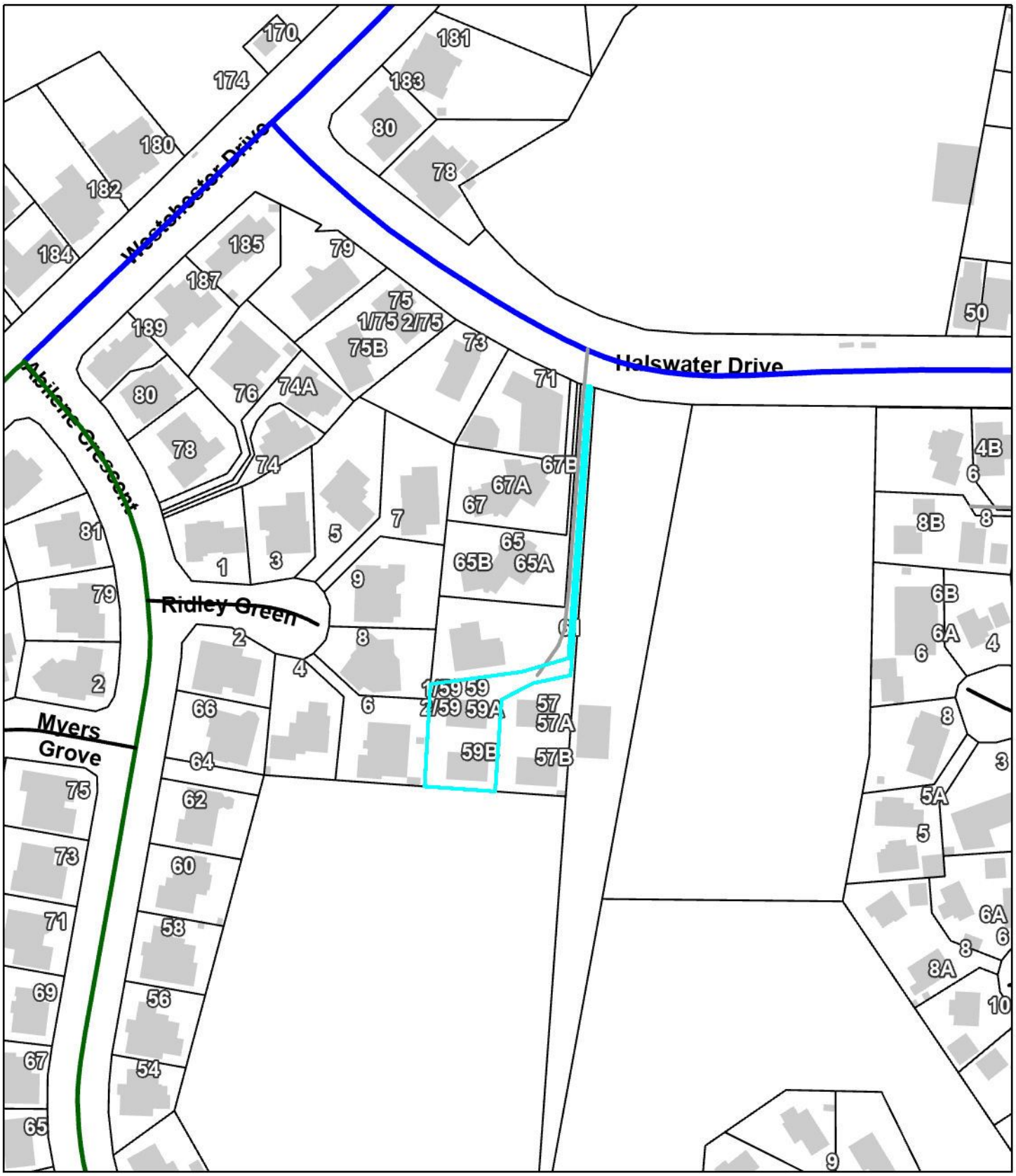
Data Source:
Census data - Statistics NZ.
Postcodes - NZ Post.

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Access - Roading



August 31, 2026

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0 30 60 Metres

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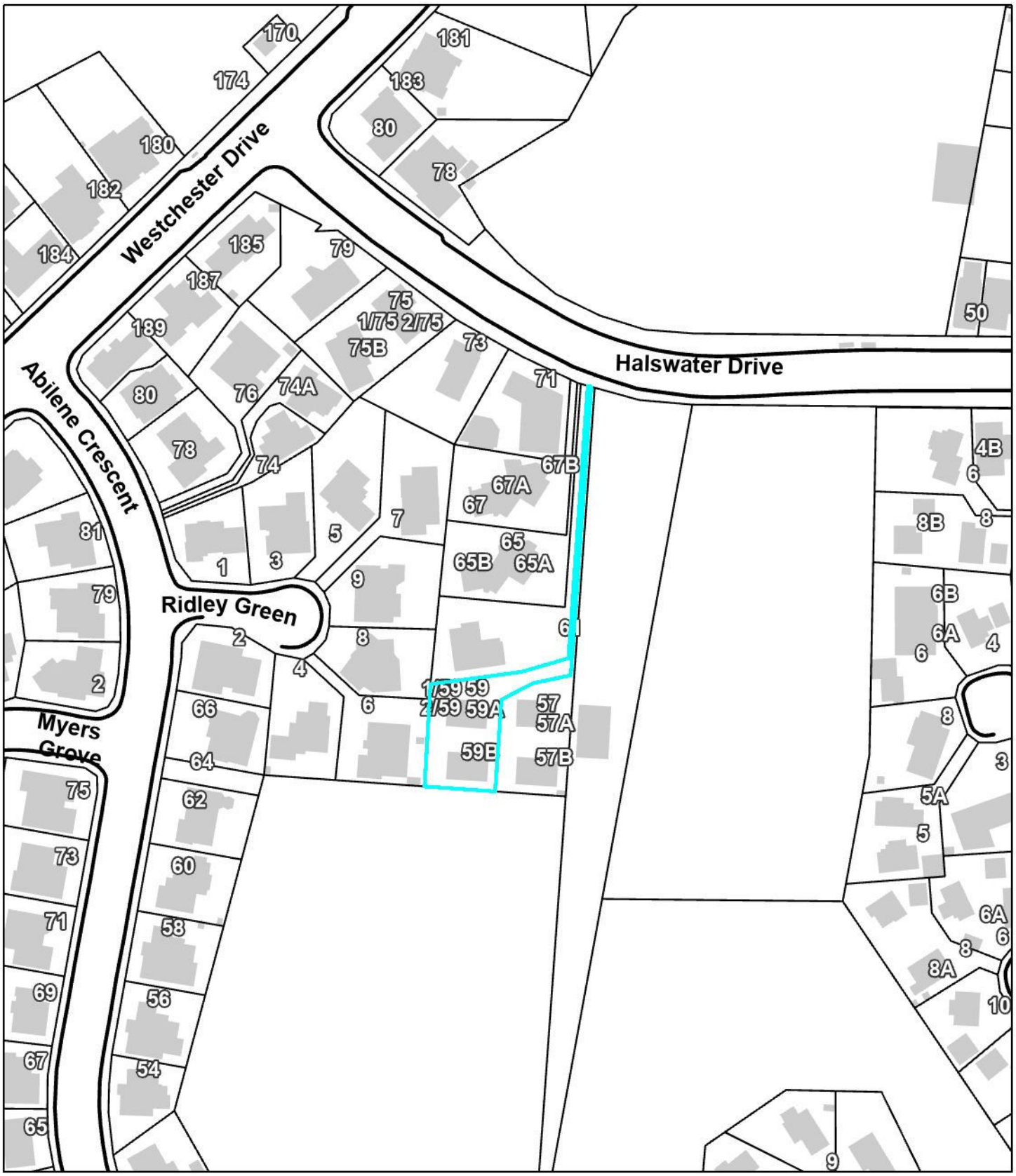
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Property Boundaries Accuracy:
+/-1m in urban areas
+/-30m in rural areas

Data Source:
Census data - Statistics NZ.
Postcodes - NZ Post.

Access - Footpath



August 31, 2026

N

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0 30 60 Metres

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Property Boundaries Accuracy:
+/-1m in urban areas
+/-30m in rural areas

Data Source:
Census data - Statistics NZ.
Postcodes - NZ Post.

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Legend

Footpath

- Golden Mile Pedestrian Route
- Shopping/Entertainment Pedestrian Route
- Business Pedestrian Route
- Commuter/Recreational Pedestrian Route
- Pedestrian Mall
- Suburban Shopping
- Through Path
- Cul de Sac 1
- Cul de Sac 2
- Suburban Path
- Public Path/Private Driveway
- Private Path/Public Access
- Half Cost Path
- Private Path
- Public Path not Maintained by Roading
- Walking Track
- Tramping Track
- Walking Route/No Formed Path
- <all other values>

Road Category

Category

- Motorway
- State Highway
- SH On/Off Ramp
- Arterial
- Principal
- Collector
- Sub-Collector
- Local
- Residential
- Rural 1
- Rural 2
- Rural 3
- Central City Golden Mile
- Central City Shopping
- Central City Business
- Suburban Shopping
- Service Lane
- Tawa Driveway
- Private Street
- Private Access on Legal Road
- Proposed Road
- Unformed Public Road
- Unformed Private Street
- Walkway
- Council Road - Non-Transport
- To Be Vested
- Carpark
- Parcels (LINZ)
- Building Footprints

Additional Plumbing and Drainage Attachments

HALSWATER DR.

R.O.W.

WORKS DEPARTMENT
BUILDING INSPECTION BRANCH
11 SEP 1989
RECEIVED
MERCER STREET, WELLINGTON

WORKS DEPARTMENT
BUILDING INSPECTION BRANCH
RECEIVED
19 SEP 1989
WELLINGTON

PROPOSED
Scale 1:500

TO MLH

Kerb

Rod

PVC Drain

Sump

N.

10.6

26.0

100 P.V.C.

100 P.V.C.

18o.7s

150.7s

Cola 0.5

18 0.5

SP 0.5

18 0.5

Toby

DP

OHS

WC

VP

HWC

BATH

VAN

TUB

SINK

UNIT 1

18 0.3

1.5

18 0.4

26.04

28.93

20.0

EXIST. DRAIN.

(2)

59/1, 59/2 HALSWATER DRIVE
Churton Park

SITE PLAN
Scale 1:100

Lot 4 D.P. 63940
800m²

SHADED AREAS THUS :-

PROPOSED CRIB WALLS 1990

Drainage
Halswater Drive

District Plan Attachments

Property Report - Wellington City 2024 District Plan: Appeals Version - Appeals

26/08/2026

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59 Halswater Drive, Churton Park

Area 800.00 m^2

Aerial View Map



District Plan Zoning



Zones

Medium Density Residential Zone

Zone Details

Status: Operative

Specific Controls

Height Control Area

Height Control: 11m

Status: Operative

Description: Height measured from Ground Level, as defined in the WCC District Plan.

Energy Infrastructure and Transport

13 km Bird Strike Risk Activity Management Area

Status: Operative

More information about the rules that apply to these developments, and details of other developments, are available at https://wellington.govt.nz/

Disclaimer: Other relevant District Plan provisions: There may be a number of provisions that apply to an activity, building, structure or site. Resource consent may therefore be required under rules in this chapter as well as other chapters. Unless specifically stated in a rule, resource consent is required under each relevant rule. The steps to determine the status of an activity are set out in the General Approach chapter.

Designations

WIAL - Wellington International Airport Ltd

Name: Wellington Airport Obstacle Limitation Surfaces

Designation ID: WIAL1

Status: Operative

WIAL - Obstacle Limitation Surface (OLS)

OLS Surface: Approach Surface

Highest Ground Elevation: 138m

Lowest OLS Elevation: 256m

OLS height above or below the ground elevation: 117m

Notification: Approval required from Wellington International Airport Limited (WIAL) for buildings and structures exceeding 117m in height.

Status: Operative

Additional Map – Specific Controls and Nearby Zonings



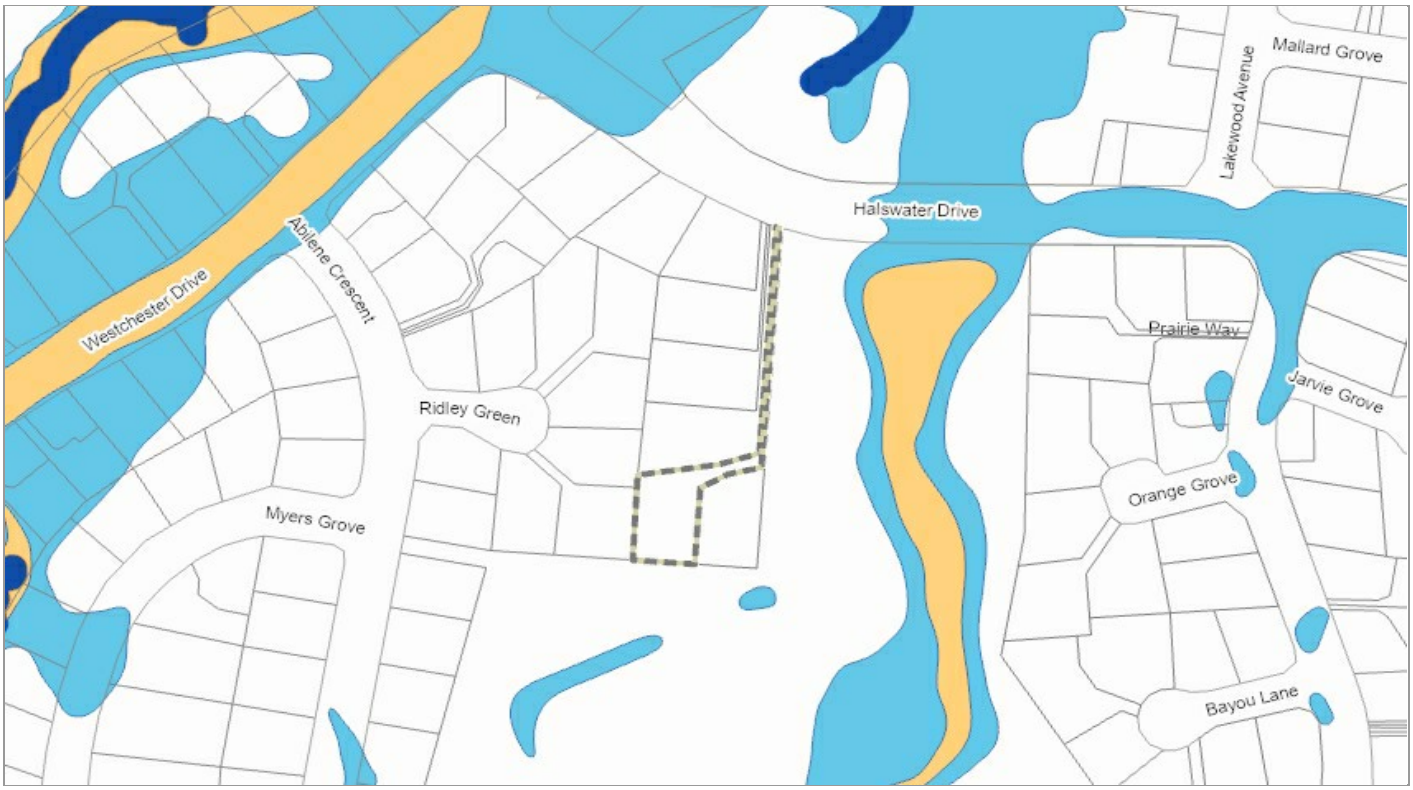
Additional Map - Precincts



Additional Map – Historical and Cultural Values



Additional Map - Hazards and Risks



Additional Map – Natural Environment Values



Additional Map – Other DP Overlays



LEGEND FOR PLANNING MAPS

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DISTRICT PLAN ZONING

- Large Lot Residential
- Medium Density Residential
- High Density Residential
- General Rural
- Neighbourhood Centre
- Local Centre
- Commercial
- Mixed Use
- Metropolitan Centre
- City Centre
- General Industrial
- Natural Open Space
- Open Space
- Sport and Active Recreation
- Special Purpose (See Label)

PRECINCTS

- Character Precincts
- Curtis Street Precinct
- Horokiwi Quarry Precinct
- Inner Harbour Port Precinct
- Kiwipoint Quarry Precinct
- Makara Beach and Makara Village Precinct
- Miramar/Burnham Wharf Precinct
- Mt Victoria North Townscape Precinct
- Multi-User Ferry Precinct

SPECIFIC CONTROLS

- Height Control Area (See Map Label)
- Verandah Control
- Minimum Sunlight Access Requirement
- Waterfront Areas of Change
- Waterfront Public Open Space
- Active Frontage
- Non-Residential Activity Frontage
- Old St Paul's - Building Line Restriction
- Moa Point Road Seawall Area
- Specific Control (See Label)
- 40dBA Noise Contour Line
- Rail Setback Area

Airport Specific Control Area

- Airside
- Bridge Street
- Broadway
- East Side
- Miramar South
- Rongotai Ridge
- South Coast
- Terminal
- West Side

ENERGY, INFRASTRUCTURE, AND TRANSPORT OVERLAYS

- National Grid Transmission Lines
- National Grid Corridor Advisory Layer
- Gas Transmission Lines
- Gas Transmission Network Setback Advisory Layer
- 8 km Bird Strike Risk Activity Management Area
- 13 km Bird Strike Risk Activity Management Area

Road Classification

- Activity Streets
- City Hubs
- Civic Spaces
- Local Streets
- Main Streets
- Peri-urban Roads
- Rural Connectors
- Rural Roads
- Transit Corridors
- Urban Connectors

HAZARDS AND RISKS

- Medium Coastal Inundation Hazard
- High Coastal Inundation Hazard
- Liquefaction Hazard Overlay
- Low Coastal Tsunami Hazard
- Medium Coastal Tsunami Hazard
- High Coastal Tsunami Hazard
- Inundation Area Flood Hazard
- Overland Flowpath Flood Hazard
- Stream Corridor Flood Hazard

Fault Hazard Overlay

- Distributed
- Uncertain Constrained
- Uncertain Poorly-Constrained
- Well-Defined
- Well-Defined Extended

HISTORICAL AND CULTURAL VALUES OVERLAYS

- Heritage Building (SCHED1)
- Heritage Structure (SCHED2)
- Heritage Area - Contributing Building (SCHED3)
- Heritage Area - Non-heritage Building (SCHED3)
- Notable Tree (SCHED6)
- Heritage Building Extent (SCHED1)
- Heritage Structure Extent (SCHED2)
- Heritage Area (SCHED3)
- Viewshaft (SCHED5)
- Archaeological Site (SCHED4)
- Notable Tree Indicative Root Protection Area (SCHED6)

Sites and Areas of Significance to Māori (SCHED7)

- Category A
- Category B
- Category A
- Category B

SASM (Extent)

- Category A
- Category B
- Category C
- Mana Whenua Statutory Acknowledgements

Updated: October 2025

LEGEND FOR PLANNING MAPS (cont'd)

NATURAL ENVIRONMENT VALUES

- Ridgelines and Hilltops
- Significant Natural Areas (SCHED8)
- Outstanding Natural Features (SCHED10)
- Outstanding Natural Landscapes (SCHED10)
- Special Amenity Landscapes (SCHED11)
- High Coastal Natural Character (SCHED12)
- Very High Coastal Natural Character (SCHED12)

GENERAL DISTRICT-WIDE MATTERS

- Air Noise Boundary
- Port Noise Control Line
- Coastal Environment
- Coastal Margin Advisory Layer
- Noise Area Overlay
- Helicopter Noise Effects Advisory Overlay (HNEAO)
- Rail Vibration Advisory Overlay

DEVELOPMENT AREAS

- Development area boundary
- Community sports and active recreation
- Clean fill
- General industrial
- Key local road
- Local centre
- Medium density residential
- Natural open space
- Neighbourhood park (approx. location)
- Neighbourhood park catchment
- Bus stop
- Potential connection
- School and community hub
- Walking track
- Urban Connector
- Indicative local street
- Large lot residential zone
- Marshalls Ridge
- No Build Area
- Open space

DESIGNATIONS

- Designation

OLS and Ground Height Differences

- Penetrates OLS
- 0-5 metres clearance
- 5-10 metres clearance
- 10-15 metres clearance
- 15-20 metres clearance
- 20 plus metres clearance

Resource Management Act 1991 - Land Use

Service Request 557608 (RC - a Res.Con - LU) Item 1 (Appl Form)
Service Request Item

Item: 1

SR Location: 24 ROCHDALE DRIVE Churton Park

Designated Wufi: 1995519 Survey Current - 24 Rochdale Drive

File Reference: 0600 1995519

Contact: 54454015 Best Farm Limited

Contact Address: 26288937

Attention: Rod Halliday

Status: Passed to Holding

Status Date: 14-May-25 11:20 AM SR Status: On-going

Owner: Member: Extn:

Team: 1997 Q1/Gov Team 77

Due Date: Days Remaining :

Days Elapsed :

Description: 1.5 Land Use: Blanket Consent THW-R5 and R6 (Hydraulic Neutrality) within the Stebbings Valley Detention Catchment Area.

Extended: Description

Special Conditions or Comment

Application for Resource Consent

NOTICE OF DECISION

Site Address:	Various sites across the Stebbings Valley Dam Catchment Area, Churton Park as outlined in the Survey Plan prepared by Beca, Drawing No. 3321886-CA-9000, Revision C and dated 13 March 2025 (for ease of ref., 24 Rochdale Drive, is nominated as a singular site address for this consent)
Legal Description:	Various
Applicant:	Best Farms Ltd c/- HRM Limited
Proposal:	Dispensation for hydraulic neutrality across various lots/sites within the Stebbings Valley Dam Catchment Area, Churton Park
Owner(s):	Best Farm Ltd
Service Request No:	557608
File Reference:	1995519
2024 District Plan Zone:	Medium Density Residential Zone
2024 District Plan Notations:	Height Control Area: 11m Designation WIAL1: Wellington Airport Obstacle Limitation Surfaces
Other Notations:	None
2024 District Plan Activity Status:	Restricted Discretionary Activity

DECISION:

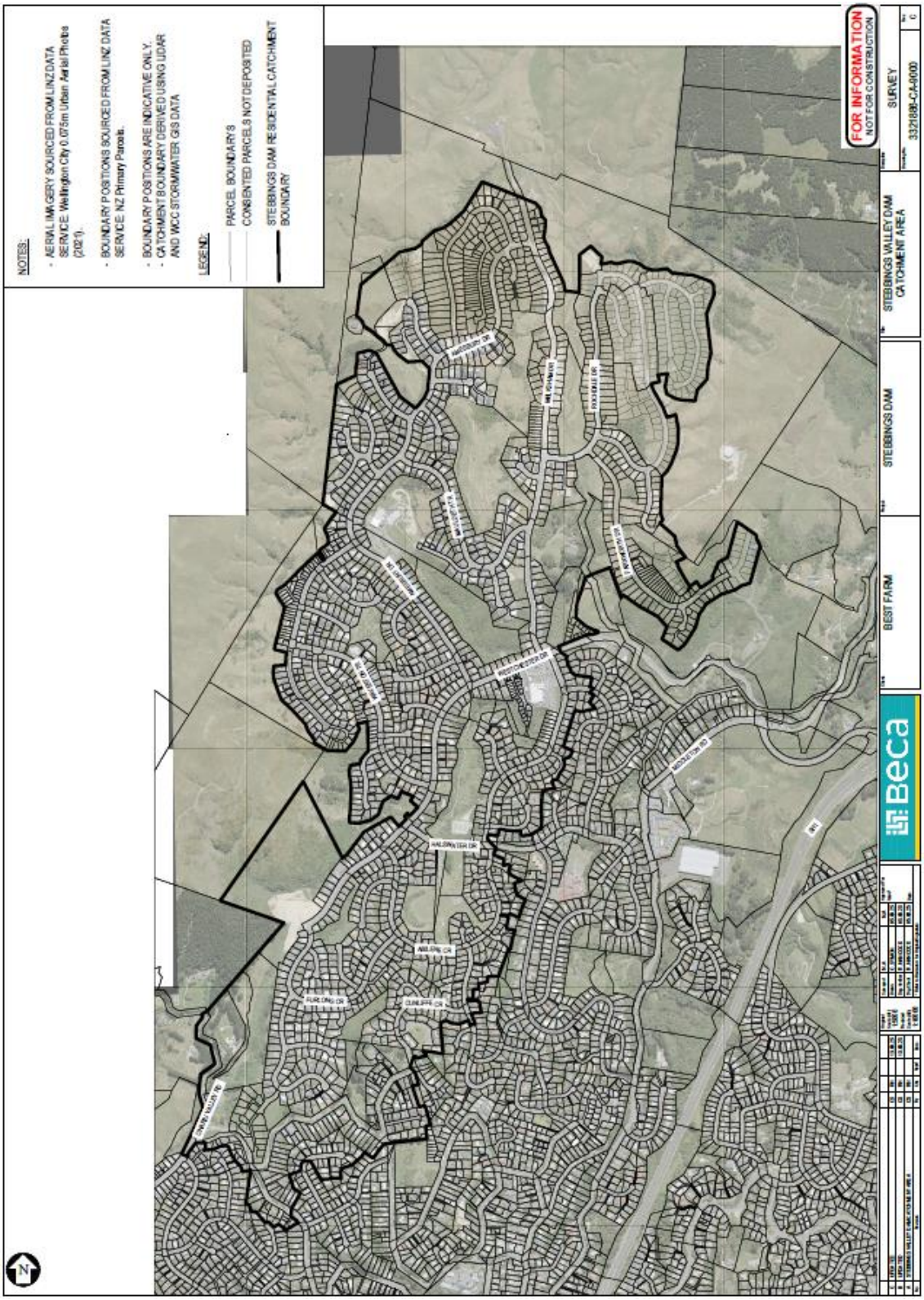
Officers, acting under delegated authority from the Wellington City Council (the Council) and pursuant to section 104C of the Resource Management Act 1991 (the Act), **grant resource consent** for the dispensation from hydraulic stormwater neutrality on various lots/areas within the Stebbings Valley Dam Catchment Area, Churton Park (various legal descriptions), subject to the conditions below.

Conditions of Consent:

General:

(a) The proposal must be in accordance with the information provided with the application Service Request No. 557608 and the information as submitted in the application, relevant to the lots/areas as identified in the catchment boundary as depicted in the drawing below titled Stebbings Valley Dam Catchment Area, Churton Park as outlined

in the Survey Plan prepared by Beca, Drawing No. 3321886-CA-9000, Revision C and dated 13 March 2025:



(b) A minimum of 30% of the net site area for all relevant lots must be of permeable surface for any development on a site that involves the construction of four or more residential dwellings and non-residential buildings (THW-R6 of the 2024 District Plan).

Notes:

1. *Permeable surface means a surface which allows for the soakage of water into the ground as defined under the WCC District Plan. Other areas, materials or structures outside of the District Plan's definition cannot be considered permeable without written confirmation from Wellington Water Land Development team.*

2. *For clarity, Rule THW-R7 of the 2024 District Plan regulates the permeability requirement for 1 to 3 residential units and non-residential buildings, on a site.*

(c) On the 5th year of the granting of this consent, the Wellington City council may review the condition(s) of this consent by giving notice of its intention to do during the duration of the consent pursuant to section 128 of Resource Management Act 1991 for any of the following purposes:

i. To deal with any adverse effects on the environment that will have arisen from the exercise of this consent, and which is appropriate to deal with at a later stage.

ii. To review the adequacy of compliance with possible changes in the Wellington City Council District Plan, implementation of Greater Wellington Regional Council Plan Changes, possible changes in Hydraulic Modelling.

The Council will give the consent holder at least 6 months' notice of any impending changes as a result of this review.

Advice Notes:

1. The land use consent given effect to within 10 years of the granting of this consent, or within such extended period of time as granted by the Council pursuant to section 125. The survey plan is to be submitted to: subdivision.certification@wcc.govt.nz

2. Section 36 of the Act allows the Council to charge for all fair and reasonable costs associated with the assessment of your application. We will confirm in due course whether the time spent on the assessment of this application is covered by the initial fee paid. If the time exceeds the hours covered by the initial fee you will be sent an invoice for additional fees. If the application was assessed in less time you will be sent a refund. For more information on your fees contact planning.admin@wcc.govt.nz.

3. Where appropriate, in relation to the land use consent, the Council may agree to reduce the required monitoring charges where the consent holder will carry out appropriate monitoring and reporting back to the Council.

4. This resource consent is not a consent to build. A building consent may be required under the Building Act 2004 prior to commencement of construction.

5. This resource consent does not authorise any works that also require consent from the Greater Wellington Regional Council. If necessary, separate resource consent(s) will need to be obtained prior to commencing work.

6. Wellington Water advises that the WCC Building Consent team only have responsibility in terms of the building and internal plumbing within the site, and do not necessarily

consider off-site connections. The consent holder should be aware that Wellington Water may have different requirements as there are important operation, maintenance, and health and safety implications associated with the off-site connections and servicing. Accurate as-builts are important and are subject to Wellington Water approval. To this end it is important to contact Wellington Water for any servicing requirements before works are undertaken.

7. The WIAL1 Designation protects the airspace for the safe and efficient operation of Wellington International Airport. The Designation requires that any person proposing to construct or alter a building or structure, which does the following, must advise Wellington International Airport Limited (WIAL) and obtain approval from them under section 176 of the Act:

    1. a new building/structure, additions and/or alterations or a crane or scaffolding which penetrates the Take-off and Approach Surfaces and exceeds a height of 8m above existing ground level; or
    2. a new building/structure, additions and alterations or a crane or scaffolding which penetrates the Conical, Inner Horizontal, or Transitional Side Slopes of the Airport; or
    3. a new building/structure, additions and/or alterations or a crane or scaffolding which results in a height of more than 30m above ground level in the remainder of the Designation area (Outer Horizontal Surface).

    You can find these surfaces and slopes in the Proposed District Plan (Part 3 > Designations > WIAL) and you can contact WIAL at planning@wellingtonairport.co.nz for any questions that you might have or if you need to seek their approval.

8. In areas of early and continued human habitation, both where archaeological sites are and are not recorded, it is possible that unrecorded sites are present below the ground surface and may be exposed by earthworks or demolitions.

    An archaeological site is defined as physical evidence of pre-1900 human activity. This includes above-ground structures, including pre-1900 buildings, monuments, structures and machinery as well as below-ground features, which include burnt and fire-cracked stones, charcoal, shell, bone and/or glass and crockery, metal, rubbish heaps, ditches, banks, pits, old building foundations, and include artefacts of Māori and European origin and/or human bone and burials.

    Work affecting archaeological sites is subject to a consent process under the Heritage New Zealand Pouhere Taonga Act 2014. It is illegal to modify, damage or destroy an archaeological site without obtaining an authority. It is the responsibility of the consent holder to obtain an Archaeological Authority from Heritage New Zealand Pouhere Tāonga (HNZPT) for all work that impacts, modifies or destroys an archaeological site.

    In the event of an 'accidental discovery' of archaeological material, where during any site works, any potential archaeological features or deposits are encountered, the applicant must stop all works, secure the site and contact HNZPT (information@heritage.org.nz) immediately for further advice and guidance.

    - The New Zealand Police will need to be contacted if koiwi tangata/human bones are found.
    - Iwi representatives will need to be contacted if any archaeological material, including koiwi tangata/human bones, of Māori origin is found.

9. The development will be assessed for development contributions under the Council's Development Contributions Policy. If a development contribution is required it will be

imposed under section 198 of the Local Government Act 2002. If you want to obtain an indication of the amount of the development contribution payable you can:

- Access the development contributions policy at www.Wellington.govt.nz; or
- Contact the Council's Development Contributions Officer.

10. Rights of objection to the conditions specified above may be exercised by the consent holder pursuant to section 357A of the Act. Any objection shall be made in writing, setting out the reasons for the objection within 15 working days of this notification or within such extended period as the Council may in its discretion allow.

Reasons for Decision:

1. Pursuant to section 95A and 95B of the Act, there are no mandatory requirements to notify the application and there is a preclusion that requires the application to be assessed without public notification or limited notification. There are no special circumstances.

2. Pursuant to section 104 of the Act, the effects of the proposal on the environment will be acceptable.

3. The proposal is in accordance with the relevant statutory documents, including the objectives and policies of the 2024 District Plan, and Part 2 of the Act.

DECISION REPORT

NATIONAL POLICY STATEMENT

National Policy Statement on Urban Development:

The National Policy Statement on Urban Development (NPS-UD) came into effect on 20 August 2020 and is relevant to this proposal. The NPS-UD supersedes the National Policy Statement on Urban Development Capacity (NPS-UDC), which came into effect from 1 December 2016. Both the NPS-UD and earlier NPS-UDC recognise the national significance of urban environments and the need to enable such environments to develop and change, and to provide sufficient development capacity to meet the needs of people and communities and future generations in urban environments.

The purpose of the NPS-UD is to enable development by maximising the benefits of intensification. The NPS-UD directs decision making under the Act to ensure that planning decisions enable development through providing sufficient development capacity for housing and business.

2024 DISTRICT PLAN PROCESS

On 18 July 2022 the Council notified the 2024 District Plan (previously known as the Proposed District Plan).

The 2024 District Plan gives effect to the Resource Management (Enabling Housing Supply and Other Matters) Amendment Act 2021 (the Amendment Act), enacted in December 2021, as well as the NPS-UD policies 3 and 4 (intensification and qualifying matters). The 2024 District Plan is also a comprehensive review of all the planning provisions for the City some of which had not been fully reviewed for a considerable period and includes new matters which had not previously been included such as those relating to natural hazards.

The following provisions in the 2024 District Plan had immediate legal effect upon notification:

1. Historic Heritage
2. Significant Natural Areas
3. Sites and Areas of Significance to Māori
4. Medium Density Residential Standards

Decision making processes for the 2024 District Plan have followed both the Resource Management Act 1991 (the Act) Intensification Streamlined Planning Process (ISPP) and the Part One, Schedule One process.

The Council made its decision in relation to the recommendations of the Independent Hearings Panel (IHP) on Tranche 1 of the 2024 District Plan on 14 March 2024. The IHP recommendations on the provisions of the ISPP that were not rejected became operative under section 86F of the Act on that date, while the provisions that were rejected complete with the Council's alternative recommendations were given to the Minister to make the final decision. The Minister made and announced his decision on these provisions on 8 May 2024, and accordingly these provisions are now also operative under section 86F of the Act.

The decision on the Schedule One provisions was notified on 5 April 2024 and had legal effect from that time. These provisions will become operative if there are no appeals after the closing date for appeals.

It is expected that the Council decision on Tranche 2 of the 2024 District Plan will be made in early 2025 for those remaining provisions which are yet to be heard by the IHP and recommendations made. They will not have legal effect until the Council's decision once made is notified.

SITE DESCRIPTION

The applicant's Assessment of Environmental Effects (AEE) includes a description of the site and its immediate surroundings. I consider that this description is accurate, and it should be read in conjunction with this report.

PROPOSAL

Details of the proposal are provided in the AEE and application plans. I adopt the applicant's proposal description which should be read in conjunction with this report. In summary, the proposal involves land use consent on various lots/areas within Churton Park with dispensation on hydraulic stormwater neutrality under THW-R5 (1 to 3 residential units) and THW-R6 (four or more residential units).

The applicant has applied for a 10-year lapsed period.

ACTIVITY STATUS

2024 District Plan:

Resource consent is required under the following rules:

Rules and Activity Status	Current Rule Status
Rule THW-R5 – Hydraulic neutrality – 1-3 residential units. Resource consent is required under Rule THW-R5.2 as no hydraulic neutrality has been provided as part of the proposed development which does not meet the requirements of THW-R5.1. The proposal is assessed as a **Restricted Discretionary Activity**. Discretion is restricted to: - The relevant sections of the Wellington Water Regional Standard for Water Services, v3.0, December 2021; - Alternative methods for managing the volume and rate of discharge of stormwater to the receiving environment; and - Any site constraints. Notification status: Applications made under this rule are precluded from being either publicly or limited notified.	Operative
Rule THW-R6 – Hydraulic neutrality – four or more residential units and non-residential buildings.	Operative

Resource consent is required under Rule THW-R6.2 as no hydraulic neutrality has been provided as part of the proposed development which does not meet the requirements of THW-R6.1. The proposal is assessed as a **Restricted Discretionary Activity**. Discretion is restricted to: - The extent to which the development incorporates stormwater management techniques or controls to mitigate any increase in its current state peak stormwater runoff; - The relevant sections of the Wellington Water Regional Standard for Water Services v3.0 December 2021; - Design, location, efficiency and effectiveness of measures to manage peak stormwater flows and volumes; - Ownership, maintenance and operation arrangements; - Off-site flooding effects; and - Any site constraints. Notification status: Applications made under this rule are precluded from being either publicly or limited notified.	

The land use proposal is assessed as a **Restricted Discretionary Activity** under the 2024 District Plan.

WRITTEN APPROVALS

No written approvals were provided with the application.

SECTION 95 ASSESSMENT AND DECISION

Public Notification – Section 95A:

Mandatory Public Notification:

Mandatory public notification is not required as the applicant has not requested public notification [s95A(3)(a)], there are no outstanding section 92 matters [s95A(3)(b)], and the application has not been made jointly with an application to exchange recreation reserve land under section 15AA of the Reserves Act [s95A(3)(c)].

Preclusion to Public Notification:

Public notification is precluded because the application requires resource consent under Rules THW-R5.2 and THW-R6.2 of the 2024 District Plan preclude public notification [s95A(5)(a)].

Special Circumstances:

None of the circumstances of the application are exceptional or unusual. Therefore, there are no special circumstances that warrant public notification under section 95A(9).

Limited Notification – Section 95B:

Customary Rights and Marine Title Groups, and Statutory Acknowledgements:

There are no protected customary rights groups or customary marine title groups that will be affected by the proposal and the proposal is not on, adjacent to, or likely to affect land subject to a statutory acknowledgement [s95B(2)(a) and (b) and s95B(3)].

Preclusions to Limited Notification:

Limited notification is precluded because the application requires resource consent under Rules THW-R5.2 and THW-R6.2 of the 2024 District Plan, which precludes limited notification [s95B(6)(a)].

Special Circumstances:

I have considered whether there are special (i.e. exceptional or unusual) circumstances that exist relating to the application that warrant limited notification to any persons who have not been excluded as affected persons by the assessment above [s95B(10)]. There are no special circumstances that warrant limited notification of any additional person under section 95B(10).

Public and Limited Notification Decision:

For the reasons set out above, the application does not require either public or limited notification.

SECTION 104 ASSESSMENT – SUBSTANTIVE DECISION

Section 104(1)(a) – Effects Assessment:

Stormwater Effects:

In assessing the stormwater effects of the proposal, specifically relating to the absence of on-site measures to achieve hydraulic neutrality, I have sought advice from Wellington Water (WW) engineer, Raphael Canedo, whose assessment dated 07 May 2024 should be read in conjunction with this report.

In this regard, Mr Canedo confirms that the development will discharge stormwater upstream of Stebbings Dam and this dam has been designed for hydraulic detention for the catchment identified in the Survey Plan prepared by Beca, Drawing No. 3321886-CA-9000, Revision C and dated 13 March 2025 submitted in the application. This is based on 30% permeability on each undeveloped site. It is acknowledged that developments for 1-3 residential units per site is regulated under Rule THW-R7 of the 2024 District Plan. However, the District Plan do not regulate residential development consisting of four units or more and it requires consent. Mr Canedo has therefore recommended the 30% permeability is also restricted to residential development for four units or more under THW-R6 to manage and mitigate its stormwater neutrality effects, which the applicant has accepted. Mr Canedo concludes the dispensation of on-site stormwater neutrality to these sites are acceptable.

The applicant has requested a 10-year lapse period for this consent. Given the scale of the catchment for this consent, the numbers of recently subdivided lots that are still vacant, its potential development, the uncertainty of the current market and the need for more affordable housing in the Wellington Area, I believe a 10-year lapse period is justifiable and acceptable in this case. Due to the length of this lapse period, I believe a s128 review condition is justifiable. The applicant has requested an availability for a review at mid-point of its consent, that is on its 5th year. The applicant's reasons for this review after 5-year (rather than earlier) is that,

'..because WWL have just done a check as part of this process and another potential review in 2 years is too soon in my view. As mentioned, we have a lot of approved lots that were approved by yourself without any such requirement from WWL and the market is slow at the moment. Its fair these are all allowed to be developed without neutrality and with current uptake of sites the two years is too short. I know a review may never actually occur, but we really should not have been in the position of having to apply for this consent in the first place given the known function of the detention structure and the fact that the new rule was just applied in a blanket fashion across the City. WWL acknowledge the Stebbings Dam is doing its job and as you know Best Farm voluntarily registered easements over their land in the 1990's to provide for the detention of water up the valley. In summary, I believe a 5-year review period to be appropriate (the mid-point of the consent) allowing for 1 potential review over the duration of the consent'

I accept the applicant's reasons above. The condition to review conditions (a) and (b) in the decision is agreed to by the applicant. The Council is also presently operating under its new 2024 District Plan, where changes to its current THW rules are unlikely in the next few years. For these reasons, I believe an ability to review the conditions during 5th year of the consent is an acceptable outcome.

The Council will also give the consent holder at least 6 months' notice of any impending changes as a result of this review. This will allow the consent holder / owners to get through any building consent(s) that are being lodged with the Council during that period, so that the consent(s) are not being 'blind-sided' by the change(s) while in the Council being processed. The applicant has accepted this review requirement.

For the reasons set out above, and that the Stebbings Dam and associated existing infrastructure will adequately manage runoff on this catchment. Having accepted Mr, Canedo's advice and given that the applicant has agreed to conditions, I conclude that the stormwater effects of the proposal will be managed to an extent that is acceptable.

Conclusion:

Overall, I consider that the effects of the proposal on the environment will be acceptable.

Section 104(1)(ab) – Measures to ensure positive effects to offset or compensate for any adverse effects on the environment:

The applicant has not proposed or agreed to any measures to ensure positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity. In this case I consider that no measures are necessary as the adverse effects on the environment will be acceptable.

Section 104(1)(b) – Relevant Planning Provisions:

I have had regard to provisions of the following planning documents as specified at section 104(1)(b)(i)–(vi) of the Act:

- National Environmental Standards
- Other regulations
- National Policy Statement
- The New Zealand Coastal Policy Statement
- The Wellington Regional Policy Statement
- The 2024 District Plan

Higher Order Planning Documents:

Other than the National Policy Statement discussed below, there are no National Environmental Standards, other regulations or National Policy Statements that are directly relevant to the consideration of this proposal. Similarly, the New Zealand Coastal Policy Statement is not relevant.

National Policy Statement on Urban Development:

The objectives of the NPS-UD most relevant to this proposal are:

- **Objective 1:** New Zealand has well-functioning urban environments that enable all people and communities to provide for their social, economic, and cultural wellbeing, and for their health and safety, now and into the future.
- **Objective 2:** Planning decisions improve housing affordability by supporting competitive land and development markets.
- **Objective 4:** New Zealand's urban environments, including their amenity values, develop and change over time in response to the diverse and changing needs of people, communities, and future generations.
- **Objective 5:** Planning decisions relating to urban environments take into account the principles of the Treaty of Waitangi (Te Tiriti o Waitangi).
- **Objective 6:** Local authority decisions on urban development that affect urban environments are:
  (a) integrated with infrastructure planning and funding decisions; and
  (b) strategic over the medium term and long term; and
  (c) responsive, particularly in relation to proposals that would supply significant development capacity.
- **Objective 8:** New Zealand's urban environments:
  (a) support reductions in greenhouse gas emissions; and
  (b) are resilient to the current and future effects of climate change.

In addition to this Policies 1, 6, 9(c), 9(d) and 11 apply to resource consent decisions.

The NPS-UD directs the Council to enable housing even where this may result in significant changes to an environment and detract from existing amenity values. The requirements of the NPS-UD are incorporated into the Proposed District Plan. As a higher order planning document, the relevant objectives and policies of the NPS-UD have been taken into consideration within this decision report.

Overall, the proposal is considered to achieve the outcomes sought by the NPS-UD. Notably, the proposal facilitates additional housing capacity.

Regional Policy Statement:

The policies of the Wellington Regional Policy Statement (RPS) have been taken into consideration. The proposal is considered to accord with the general strategic direction of the RPS and is not contrary to any of the relevant objectives or policies, noting that these are generally reflected in the objectives and policies of the 2024 District Plan and 2000 District Plan.

2024 District Plan:

I have had regard to the objectives and policies of the 2024 District Plan. The following objectives and policies are considered relevant to the proposal:

Three Waters:

- Objectives THW-O1, THW-O2, and THW-O3
- Policies THW-P1, THW-P2, THW-P4, THW-P5, and THW-P6

Overall, for the reasons discussed in this Decision Report, I consider that the proposal is consistent with the objectives and policies as set out above.

Section 104(1)(c) – Other Matters:

There are no other matters that the Council needs to consider when assessing the application.

PART 2 – PURPOSE AND PRINCIPLES OF THE ACT

Part 2 of the Act sets out the purpose and principles of the legislation, which as stated in section 5, is "*to promote the sustainable management of natural and physical resources*". Section 5 goes on to state that sustainable management should enable *"people and communities to provide for their social, economic and cultural wellbeing and for their health and safety while* (amongst other things) *avoiding, remedying or mitigating any adverse effects of activities on the environment"*.

In addition, Part 2 of the Act requires the Council to recognise and provide for matters of national importance (section 6); have particular regard to other matters (section 7); and to take into account the principles of the Treaty of Waitangi (Te Tiriti o Waitangi) (section 8).

For the reasons outlined in this report, I consider that consent should be granted when the proposal is assessed against the matters in section 104(1)(a) to 104(1)(c) of the Act. The planning and regulatory framework clearly indicates the outcome for this application. I have considered the purpose and principles in Part 2 of the Act, and I do not consider that detailed evaluation of Part 2 matters is necessary and would add anything to my evaluative exercise.

SECTION 108 CONDITIONS

In accordance with section 108 of the Act, I have included the following conditions on the decision:

- In general accordance condition with the information/plan provided within the application.
- Condition relating to Wellington Water dispensations on hydraulic stormwater neutrality.
- Review condition.

The Council must not impose conditions under section 108 unless:

1. Section 108AA(1)(a) – The applicant agrees to the condition; or
2. Section 108AA(1)(b) – The condition is directly connected to:
    - An adverse effect of the activity on the environment [s108AA(1)(b)(i)], and/or
    - An applicable district or regional rule, or NES [s108AA(1)(b)(ii)]; or
3. Section 108AA(1)(c) – The condition relates to administrative matters that are essential for the efficient implementation of the relevant resource consent.

Condition (a) relates to mitigating possible effects on the environment, which may occur if the proposal is not built in accordance with the approved plan. Therefore, this condition meets section 108AA(1)(b)(i).

The remaining conditions satisfy section 108AA(1)(b) of the Act for the reasons discussed in this report.

The applicant has agreed to the conditions, therefore, section 108AA(1)(a) is also satisfied.

The Council's standard monitoring conditions are applied in accordance with section 108AA(1)(c).

CONCLUSION

The effects of this proposal are acceptable, and the proposal is consistent with the objectives and policies of the 2024 District Plan. Having applied section 104 of the Act resource consent can be granted subject to appropriate conditions.

REASONS FOR DECISION

The reasons for the decision are informed by the analysis above. The principal reasons for the decision are summarised as follows:

1. Pursuant to section 95A and 95B of the Act, there are no mandatory requirements to notify the application and there is a preclusion that requires the application to be assessed without public notification or limited notification. There are no special circumstances.

2. Pursuant to section 104 of the Act, the effects of the proposal on the environment will be acceptable.

3. The proposal is in accordance with the relevant statutory documents, including the objectives and policies of the 2024 District Plan, and Part 2 of the Act.

Report prepared by Jeffrey Loo



Jeffrey Loo
Delegated Officer

13th May 2025



Cedric Tevaga
Delegated Officer

13th May 2025

Rates
Attachments

Wellington City Property Rates Record

Absolutely Positively Wellington City Council
Me Heke Ki Pōneke

Wellington City Council maintains property rating information and manages the collection of rates for Wellington city on behalf of itself and Greater Wellington Regional Council.
This information is provided as at **2 September 2026** and may not include all of this day's transactions. Please check the Account Details carefully to ensure this is the property record you require, particularly if the property is a recent subdivision.

Rates & Billing Services

Email: rates@wcc.govt.nz
Phone: 499 4444
Fax: 04 801 3011

59 Halswater Drive Churton Park 6037

1 July 2026 - 30 June 2027

Details

Rate Account:	1072703	**Area:**	800 m²
Account Status:	Current	**Improvement:**	2 DWG OI
Rateable Status	Not (ZAPCS)	**Diff. Rating Category:**	Not rated
Valuation Ref:	16702-51200	**Billing Category:**	ZAPCS - Special Apportionment Code Properties

Flags

Apportionment Code 6 - S

Legal Description:

LOT 4 DP 66262

Rates Account Summary

Rates Splits	**Annual Rates (2026 - 2027)**	**$ 0.00**

Instalments (Due for Payment)

Installment no	Due Date	Amount
1	1 Sep 2026	$0.00
2	1 Dec 2026	$0.00
3	1 Mar 2027	$0.00
4	1 Jun 2027	$0.00

Opening Balance - 01 Jul 2026	$0.00
Instalments YTD	$0.00
Paid YTD	$0.00
Penalties YTD	$0.00
Adjustments YTD	$0.00
Current Balance	$0.00

Water Account Details

No Associated Water Property.

Wellington City Property Rates Record

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This information is provided as at **2 September 2026** and may not include all of this day's transactions. Please check the Account Details carefully to ensure this is the property record you require, particularly if the property is a recent subdivision.

Rates & Billing Services

Email: rates@wcc.govt.nz
Phone: 499 4444
Fax: 04 801 3011

59B Halswater Drive Churton Park 6037

1 July 2026 - 30 June 2027

Details

Rate Account:	1072705	**Area:**	0 m²
Account Status:	Current	**Improvement:**	DWG OI
Rateable Status	Current	**Diff. Rating Category:**	Base
Valuation Ref:	16702-51200-B	**Billing Category:**	A1N - Base - Full services SLN

Flags

Apportionment Code 2 - M
LIT Rates invoice to be emailed
Direct Debit Facility

Legal Description:

FLAT 2 DP 69029 HAVING 1/2 SH IN LOT 4DP 66262 BEING

Rates Account Summary

Rates Splits	Annual Rates (2026 - 2027)	$ 4,178.56
WCC	$2,940.89	
GWRC	$1,168.96	
Sludge Levy	$68.71	

Instalments (Due for Payment)

Installment no	Due Date	Amount
1	1 Sep 2026	$1,044.61
2	1 Dec 2026	$1,044.61
3	1 Mar 2027	$1,044.61
4	1 Jun 2027	$1,044.73

Opening Balance - 01 Jul 2026	$0.00
Instalments YTD	$1,044.61
Paid YTD	$835.53
Penalties YTD	$0.00
Adjustments YTD	$0.00
Current Balance	$209.08

Water Account Details

No Associated Water Property.

Permits and Consent Information Held at WCC Archives

Wellington City Council
Building Consent Search Item List

LIM: SR575360
Property: 59 Halswater Drive
Legal description: Lot 4 DP 66262

Digital copies of these records, which usually include plans, can be accessed through the Building Consent Search Service. Charges and turnaround times apply.
https://digital.wellington.govt.nz/services/building-consents/search

Series	Title	Description	Date
00059-E18763	59 Halswater Drive, new dwelling	Legal Description: Lot 4 DP 66262.	1990
00059-E20522	59 Halswater Drive, crib wall	Legal Description: Lot 4 DP 66262.	1990