

## Christchurch City Council AGENDA

#### Notice of Meeting Te Pānui o te Hui:

An ordinary meeting of the Christchurch City Council will be held on:

Date: Wednesday 10 September 2025

Time: 9.30 am

Venue: Camellia Chambers, Level 2, Civic Offices, 53 Hereford

Street

Please note that while we will try to accommodate all those who wish to attend the meeting in person, there is limited capacity in the Camellia Chambers, and priority will be given to those who are presenting to the Council.

#### Membership

Chairperson Mayor Phil Mauger

Deputy Chairperson Deputy Mayor Pauline Cotter

Members Councillor Kelly Barber

Councillor Melanie Coker
Councillor Celeste Donovan
Councillor Tyrone Fields
Councillor James Gough
Councillor Tyla Harrison-Hunt
Councillor Victoria Henstock
Councillor Yani Johanson
Councillor Aaron Keown
Councillor Sam MacDonald
Councillor Jake McLellan
Councillor Andrei Moore
Councillor Mark Peters
Councillor Tim Scandrett
Councillor Sara Templeton

**Principal Advisor** 

Mary Richardson Chief Executive Tel: 941 8999

mary.richardson@ccc.govt.nz

4 September 2025

**Meeting Advisor** 

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Website: www.ccc.govt.nz

**Note:** The reports contained within this agenda are for consideration and should not be construed as Council policy unless and until adopted. If you require further information relating to any reports, please contact the person named on the report.

To watch the meeting live, or previous meeting recordings, go to:

http://councillive.ccc.govt.nz/live-stream

To view copies of Agendas and Minutes, go to:

https://www.ccc.govt.nz/the-council/meetings-agendas-and-minutes/





### What is important to us?

Our Strategic Framework is a big picture view of what the Council is aiming to achieve for our community

#### Our focus this Council term

2022-2025

#### **Strategic Priorities**



Be an inclusive and equitable city which puts people at the centre of developing our city and district, prioritising wellbeing, accessibility and connection.



Champion Ōtautahi-Christchurch and collaborate to build our role as a leading New Zealand city.



Build trust and confidence in the Council through meaningful partnerships and communication, listening to and working with residents.

Adopted by the Council on 5 April 2023



Reduce emissions as a Council and as a city, and invest in adaptation and resilience, leading a city-wide response to climate change while protecting our indigenous biodiversity, water bodies and tree canopy.



Manage ratepayers' money wisely, delivering quality core services to the whole community and addressing the issues that are important to our residents.



Actively balance the needs of today's residents with the needs of future generations, with the aim of leaving no one behind.

#### Our goals for this Long Term Plan

2024-2034

#### **Draft Community Outcomes**



#### Collaborative and confident

Our residents have the opportunity to actively participate in community and city life, have a strong sense of belonging and identity, and feel safe.



#### Green and liveable

Our neighbourhoods and communities are accessible and well connected, supporting our goals to reduce emissions, build climate resilience and protect and regenerate the environment, especially our biodiversity, water bodies and tree canopy.

To be adopted by the Council as part of the Long Term Plan 2024-2034



#### A cultural powerhouse

Our diverse communities are supported to understand and protect their heritage, pursue their arts, cultural and sporting interests, and contribute to making our city a creative, cultural and events 'powerhouse'.



#### Thriving and prosperous

Our city is a great place for people, business and investment where we can all grow our potential, where enterprises are innovative and smart, and where together we raise productivity and reduce emissions.



#### A place of opportunity for all.

Open to new ideas, new people, new investment and new ways of doing things – a place where anything is possible.



Ngāi Tahu has rangatiratanga over its takiwā – the Council is committed to partnering with Ngāi Tahu to achieve meaningful outcomes that benefit the whole community



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#### Karakia Tīmatanga

Whakataka te hau ki te uru

Whakataka te hau ki te tonga

Kia mākinakina ki uta

Kia mātaratara ki tai

E hī ake ana te atakura

He tio, he huka, he hau hū

Tihei mauri ora

#### 1. Apologies Ngā Whakapāha

Apologies will be recorded at the meeting.

#### 2. Declarations of Interest Ngā Whakapuaki Aronga

Members are reminded of the need to be vigilant and to stand aside from decision-making when a conflict arises between their role as an elected representative and any private or other external interest they might have.

#### 3. Public Participation Te Huinga Tūmatanui

#### 3.1 Public Forum Te Huinga Whānui

A period of up to 30 minutes is available for people to speak for up to five minutes on any issue that is not the subject of a separate hearings process.

#### 3.1.1 Christchurch Methodist Mission

Executive Director Jill Hawkey and Strategic Advisor Jane Higgins will present on behalf of the Christchurch Methodist Mission regarding the launch of a campaign to raise awareness about older person's housing.

#### 3.1.2 Dogwatch Sanctuary Trust

Ameila Ryman will speak on behalf of Dogwatch Sanctuary Trust regarding waiving registration fees for rescue dogs in temporary care, and ensuring all dogs adopted from the Council shelter are desexed.

#### 3.1.3 Simon Fenwick

Simon Fenwick will speak regarding outdoor dining on Tramway Lane.

#### 3.1.4 Peter Langlands

Peter Langlands will speak on behalf of Wild Capture Research regarding the public availability of Council reports relating to biodiversity and a publicly available index of reports.



#### 3.1.5 Susan Thorpe

Susan Thorpe will speak regarding the current unaffordability of rates and practical suggestions for effective cost saving.

#### 3.2 Deputations by Appointment Ngā Huinga Whakaritenga

Deputations may be heard on a matter, or matters, covered by a report on this agenda and approved by the Chairperson.

Deputations will be recorded in the meeting minutes.

#### 4. Presentation of Petitions Ngā Pākikitanga

**4.1** Jason Hitchens will present a petition regarding the Grassmere Street Development:

The following people/residents are 'OPPPOSED' of the use of Grassmere Street as the access point for the new development. We would prefer all development traffic to use an access route off Cranford Street, though the council land.

To present to the Council, refer to the <u>Participating in decision-making</u> webpage or contact the meeting advisor listed on the front of this agenda.



## 5. Health, Safety and Wellbeing Committee Minutes - 29 August 2025

**Reference Te Tohutoro:** 25/1769105

Responsible Officer(s) Te

Pou Matua: Simone Gordon, Democratic Services Advisor

Accountable ELT Helen White, General Counsel / Director of Legal & Democratic

Member Pouwhakarae: Services

#### 1. Purpose of Report Te Pūtake Pūrongo

The Health, Safety and Wellbeing Committee held a meeting on 29 August 2025 and is circulating the Minutes recorded to the Council for its information.

#### 2. Recommendation Te Tūtohu Council

That the Council receives the Minutes from the Health, Safety and Wellbeing Committee meeting held 29 August 2025.

#### Attachments Ngā Tāpirihanga

No.	Title	Reference	Page
A <u>↓</u>	Minutes Health, Safety and Wellbeing Committee - 29 August 2025	25/1732912	8

#### Signatories Ngā Kaiwaitohu

Author Simone Gordon - Democratic Services Advisor
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# Health, Safety and Wellbeing Committee OPEN MINUTES

Date: Friday 29 August 2025

Time: 9.30 am

Venue: Ministry of Education Building, Conference Room,

**48 Hereford Street West End** 

**Present** 

Chairperson Deputy Chairperson

Deputy Chairperson Members

Councillor Tim Scandrett
Councillor Kelly Barber
Councillor Melanie Coker
Councillor Mark Peters

**Principal Advisor** 

Bede Carran General Manager Finance, Risk & Performance / CFO Tel: 941 8999 bede.carran@ccc.govt.nz

Ms Helen Sadgrove

**Meeting Advisor** 

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Simone Gordon Democratic Services Advisor Tel: 941 6527

simone.gordon@ccc.govt.nz
Website: www.ccc.govt.nz

Part A Matters Requiring a Council Decision

Part B Reports for Information

Part C Decisions Under Delegation

The agenda was dealt with in the following order.

#### 1. Apologies Ngā Whakapāha

#### Part C

#### **Committee Resolved HSCM/2025/00007**

That the apology from Chris Jones for absence be accepted.

Councillor Scandrett/Councillor Barber

Carried

#### 2. Declarations of Interest Ngā Whakapuaki Aronga

#### Part B

There were no declarations of interest recorded.

#### 3. Confirmation of Previous Minutes Te Whakaāe o te hui o mua

#### Part C

#### **Committee Resolved HSCM/2025/00008**

That the minutes of the Health, Safety and Wellbeing Committee meeting held on Friday, 27 June 2025 be confirmed.

Councillor Scandrett/Councillor Peters

Carried

#### 4. Public Forum Te Huinga Whānui

#### Part B

There were no public forum presentations.

#### 5. Deputations by Appointment Ngā Huinga Whakaritenga

#### Part B

There were no deputations by appointment.

#### 6. Presentation of Petitions Ngā Pākikitanga

#### Part B

There was no presentation of petitions.

Item No.: 5 Page 9

**Attachment A** 



### 7. Resolution to Exclude the Public Te whakataunga kaupare hunga tūmatanui

**Committee Resolved HSCM/2025/00009** 

Part C

That at 9:32am the resolution to exclude the public set out on pages 11 to 12 of the agenda be adopted.

Councillor Scandrett/Councillor Coker

**Carried** 

The public were re-admitted to the meeting at 11.07am.

Meeting concluded at 11.07am.

CONFIRMED BY THE CHAIRPERSON AND PRINCIPAL ADVISOR ON [DATE] 2025 PURSUANT TO STANDING ORDER 23.4

COUNCILLOR TIM SCANDRETT CHAIRPERSON

BEDE CARRAN PRINCIPAL ADVISOR



### Report from Waihoro Spreydon-Cashmere-Heathcote Community Board – 28 August 2025

## 6. Spreydon, Somerfield, Waltham, Beckenham CRAF - Strickland Street/Somerfield Street safety improvements

**Reference Te Tohutoro:** 25/1763397

Responsible Officer(s) Te

Pou Matua:

Ann Tomlinson, Project Manager

Accountable ELT Member

Pouwhakarae:

Andrew Rutledge, General Manager Citizens and Community

### 1. Waihoro Spreydon-Cashmere-Heathcote Community Board Recommendation to Council

That the Council:

- 12. Approves that a Special Vehicle Lane, in accordance with Clause 18 of the Christchurch City Council Traffic & Parking Bylaw 2017, for the use of northwest bound road users as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be installed on the south west side of Strickland Street, commencing at its intersection with Colombo Street and extending in a north westerly direction for a distance of 60 metres as detailed on plan TP TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.
- 13. Approves that a Special Vehicle Lane, in accordance with Clause 18 of the Christchurch City Council Traffic & Parking Bylaw 2017, for the use of southwest bound road users as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be installed on the southeast side of Somerfield Street, commencing at a point 5 metres southwest of its intersection with Strickland Street, and extending in an south westerly direction for a distance of 15 metres as detailed on plan TP TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.

## 2. Waihoro Spreydon-Cashmere-Heathcote Community Board Decisions Under Delegation Ngā Mana kua Tukuna

Original Officer Recommendations accepted without change

#### Part C

That the Waihoro Spreydon-Cashmere-Heathcote Community Board:

- 1. Receives the information in the Spreydon, Somerfield, Waltham, Beckenham CRAF Strickland Street/Somerfield Street safety improvements Report.
- 2. Notes that the decision in this report is assessed as low significance based on the Christchurch City Council's Significance and Engagement Policy. The level of significance was determined by the small number of affected residents and businesses, the low impact the proposed changes would have on residents and businesses and that the project is CRAF funded.



- 3. Makes the following recommendations required for the implementation of the project, including any traffic controls and /or stopping restrictions, relying on its powers under the Christchurch City Council Traffic and Parking Bylaw 2017 and Part 21 of the Local Government Act 1974.
- 4. Revokes any previous resolutions pertaining to traffic controls or parking and stopping restrictions made pursuant to any bylaw to the extent that they are in conflict with the traffic controls or parking and stopping restrictions described in recommendations 5 10 below.
- 5. Approves all kerb alignments, traffic calming devices, road surface treatments, signage and road markings on Somerfield Street, commencing at its intersection with Strickland Street and extending in a south-westerly direction for a distance of 20 metres as detailed on plan TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.
- 6. Approves all kerb alignments, traffic calming devices, road surface treatments, signage and road markings on Strickland Street, commencing at its intersection with Colombo Street and extending in a north-westerly direction for a distance of 60 metres as detailed on plan TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.
- 7. Approves that, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, the stopping of vehicles be prohibited at all times on the south-western side of Strickland Street commencing at its intersection with Somerfield Street and extending in a north-westerly direction for a distance of 26 metres as detailed on plan TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.
- 8. Approves that, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, the stopping of vehicles be prohibited at all times on the south-eastern side of Somerfield Street, commencing at its intersection with Strickland Street and extending in a south-westerly direction for a distance of 20 metres as detailed on plan TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.
- 9. Approves that, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, the stopping of vehicles be prohibited at all times on the north-western side of Somerfield Street commencing at its intersection with Strickland Street and extending in a south-westerly direction for a distance of 20 metres as detailed on plan TP365001, dated 07.08.2025, and attached to the agenda report as **Attachment A**.
- 10. Approves that in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004 that the Somerfield Street approach to its intersection with Strickland Street be controlled by a Give Way.
- 11. Approve that these resolutions take effect when parking signage and/or road marking that evidence the restrictions described in the staff report are in place (or removed in the case of revocations).

In addition to the attached documents, the following background information is available:

Document Name – Location / File Link	
Not applicable	

#### Attachments Ngā Tāpirihanga

#### Council 10 September 2025



No.	Report Title	Reference	Page
1	Spreydon, Somerfield, Waltham, Beckenham CRAF - Strickland	25/1375222	14
	Street/Somerfield Street safety improvements		

No.	•	Title	Reference	Page
ΑŪ	Adebe	SSWB CRAF - Somerfield St/Strickland St plan for approval	25/1529733	24



## Spreydon, Somerfield, Waltham, Beckenham CRAF - Strickland Street/Somerfield Street safety improvements

**Reference Te Tohutoro:** 25/1375222

Responsible Officer(s) Te Ann Tomlinson, Project Manager

Pou Matua: Krystle Anderson, Senior Engagement Advisor

**Accountable ELT** 

Member Pouwhakarae:

Brent Smith, General Manager City Infrastructure

#### 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 The purpose of this report is for the Waihoro Spreydon-Cashmere-Heathcote Community Board to consider the Strickland Street/Somerfield Street safety improvements scheme design following community consultation. This will allow the project to proceed to detailed design and construction.
- 1.2 Strickland Street/Somerfield Street safety improvements is a component of the Colombo Street, Somerfield Street and Selwyn Street project within the Spreydon, Somerfield, Waltham, Beckenham Christchurch Regeneration Acceleration Facility (CRAF) programme.
- 1.3 The report has been written to address cyclist and pedestrian safety at the Strickland Street/Somerfield Street intersection.

#### 2. Officer Recommendations Ngā Tūtohu

That the Waihoro Spreydon-Cashmere-Heathcote Community Board:

- 1. Receives the information in the Spreydon, Somerfield, Waltham, Beckenham CRAF Strickland Street/Somerfield Street safety improvements Report.
- 2. Notes that the decision in this report is assessed as low significance based on the Christchurch City Council's Significance and Engagement Policy. The level of significance was determined by the small number of affected residents and businesses, the low impact the proposed changes would have on residents and businesses and that the project is CRAF funded.
- 3. Makes the following recommendations required for the implementation of the project, including any traffic controls and /or stopping restrictions, relying on its powers under the Christchurch City Council Traffic and Parking Bylaw 2017 and Part 21 of the Local Government Act 1974.
- 4. Revokes any previous resolutions pertaining to traffic controls or parking and stopping restrictions made pursuant to any bylaw to the extent that they are in conflict with the traffic controls or parking and stopping restrictions described in recommendations 5 10 below.
- 5. Approves all kerb alignments, traffic calming devices, road surface treatments, signage and road markings on Somerfield Street, commencing at its intersection with Strickland Street and extending in a south-westerly direction for a distance of 20 metres as detailed on plan TP365001, dated 07.08.2025, and attached to this report as **Attachment A**.
- 6. Approves all kerb alignments, traffic calming devices, road surface treatments, signage and road markings on Strickland Street, commencing at its intersection with Colombo Street and extending in a north-westerly direction for a distance of 60 metres as detailed on plan TP365001, dated 07.08.2025, and attached to this report as **Attachment A**.



- 7. Approves that, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, the stopping of vehicles be prohibited at all times on the south-western side of Strickland Street commencing at its intersection with Somerfield Street and extending in a north-westerly direction for a distance of 26 metres as detailed on plan TP365001, dated 07.08.2025, and attached to this report as **Attachment A**.
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- 9. Approves that, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, the stopping of vehicles be prohibited at all times on the north-western side of Somerfield Street commencing at its intersection with Strickland Street and extending in a south-westerly direction for a distance of 20 metres as detailed on plan TP365001, dated 07.08.2025, and attached to this report as **Attachment A**.
- 10. Approves that in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004 that the Somerfield Street approach to its intersection with Strickland Street be controlled by a Give Way.
- 11. Approve that these resolutions take effect when parking signage and/or road marking that evidence the restrictions described in the staff report are in place (or removed in the case of revocations).

That the Waihoro Spreydon-Cashmere-Heathcote Community Board recommend that Council:

- 12. Approves that a Special Vehicle Lane, in accordance with Clause 18 of the Christchurch City Council Traffic & Parking Bylaw 2017, for the use of northwest bound road users as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be installed on the south west side of Strickland Street, commencing at its intersection with Colombo Street and extending in a north westerly direction for a distance of 60 metres as detailed on plan TP TP365001, dated 07.08.2025, and attached to this report as Attachment A.
- 13. Approves that a Special Vehicle Lane, in accordance with Clause 18 of the Christchurch City Council Traffic & Parking Bylaw 2017, for the use of southwest bound road users as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be installed on the southeast side of Somerfield Street, commencing at a point 5 metres southwest of its intersection with Strickland Street, and extending in an south westerly direction for a distance of 15 metres as detailed on plan TP TP365001, dated 07.08.2025, and attached to this report as **Attachment A**.

#### 3. Executive Summary Te Whakarāpopoto Matua

- 3.1 In August 2022, staff presented a package of improvements to the Waihoro Spreydon-Cashmere and Waikura Linwood-Central-Heathcote Community Board (Agenda, Item 5). The Community Boards jointly approved a number of projects for the Spreydon, Somerfield, Waltham, Beckenham CRAF programme (Minutes, Item 5) which included a package of improvements for Colombo Street, Somerfield Street and Selwyn Street.
- 3.2 The Community Boards requested staff to look at implementing appropriate safety improvements at the Colombo Street/Strickland Street/Somerfield Street intersection. A



- number of options have been presented to, and workshopped with, the Community Board and key stakeholders.
- 3.3 Because of the extensive work done with the Board and key affected stakeholders, only two options are presented in this report: do nothing; and improved pedestrian and cycle facilities.
- 3.4 The recommended option is to install improved pedestrian and cycle facilities, as shown on **Attachment A**, and summarised below:
  - Add tactile pavers and speed humps to the crossing on Somerfield Street at the Strickland Street intersection
  - Add a small section of cycle lane with a narrow median on Strickland Street from Colombo Street intersection to Somerfield Street. This will slow left turning vehicles from Colombo Street into Somerfield Street and prevent vehicles from cutting into the cycle lane.
  - Extend the kerb buildout in front of Moon Under Water to slow cars around the left hand turns.
  - Reconfigure the Moon Under Water's lease area for outdoor dining and fencing to improve pedestrian visibility. This would make their outdoor seating area larger and all in one place and provide more space for the footpath and crossing area.
  - Add green paint to the existing cycle lanes to identify conflict points.
  - Add a narrow central median on Strickland Street to prevent cars turning too early when turning right from Strickland Street into Somerfield Street.
  - Add no stopping restrictions outside 1/141 Strickland Street to improve visibility.
  - Add new landscaping and cycle stands.

#### 4. Background/Context Te Horopaki

#### **CRAF Funding**

- 4.1 CRAF is a funding package from the Treasury for transport projects in Christchurch. The CRAF investment in roading and transport improvements will address condition, safety and access issues. It will act as a catalyst towards the development of a high-quality, safe and reliable transport network.
- 4.2 Improving safety on local roads in Christchurch is a priority for the Council. Providing safe and key infrastructure is key to ensure people get to where they are going safely, irrespective of their mode of transport.
- 4.3 The Board identified their key priorities for CRAF budgets in their area, which included the Strickland Street/Somerfield Street intersection.

#### **Network Context**

- 4.4 Strickland Street and Somerfield Street are both classified as primary collector roads, and act as key links between the city, and suburbs within Christchurch south.
  - 4.4.1 Strickland Street is also a busy cycle connection from the south of the city connecting the Quarrymans Trail MCR to the city.
  - 4.4.2 The future Southern Lights cycleway is proposed for Strickland Street connecting Quarrymans Trail with the cycleway on Tennyson Street. These changes have been developed in conjunction with early design optioneering for the Major Cycleway route.



4.5 Traffic counts for all modes taken during peak periods show:

Table 1 - Peak Time Traffic Counts 2024

Location	8am-9am	1pm - 2pm	4.45pm-5.45pm
Left turn from Colombo St to Strickland St	285	144	131
Left turn from Colombo St to Somerfield St	174	70	175
Right turn from Somerfield St to Strickland St (heading south on Colombo St)	82	70	31
Right turn from Somerfield St to Strickland St (heading north on Colombo St)	55	46	23
Left turn from Somerfield St to Strickland St	158	37	63
Right turn from Strickland St to Somerfield St	54	42	58
Right turn from Strickland St to Colombo St	206	145	331
Left turn from Strickland St to Colombo St	43	12	25

- 4.6 The intersection is within the Beckenham Village which includes a number of dining facilities, which can generate a lot of pedestrian movements.
  - 4.6.1 It has been noted that Moon Under Water, located near this intersection, can generate a large number of cyclists visiting their venue.
- 4.7 Students from a number of local schools also travel through the intersection
  - 4.7.1 Within a kilometre there are 4 primary schools, and 1 intermediate school
  - 4.7.2 Cashmere High School sits just over a kilometre from here, with a catchment that extends well beyond the intersection

#### **Crash History**

4.8 One crash has been reported at the Somerfield Street/Strickland Street intersection within the five-year period 1 January 2020 to 31 December 2024. This was a minor injury crash involving a



vehicle turning right from Somerfield Street failing to give way to a northbound cyclist on Strickland Street.

- 4.8.1 A further minor injury crash was reported in July 2025, this was identified as a turning crash involving a vehicle turning left from Somerfield Street who hit a northbound cyclist when moving forward to check for oncoming traffic on Strickland Street.
- 4.9 An additional six vehicle only crashes were reported within 50 metres of the intersection over this five-year period.
  - 4.9.1 This includes one non-injury rear end crash on Somerfield Street approach involving a vehicle slowing to enter an on-street car park.
  - 4.9.2 The remaining five crashes were located at the Colombo Street/Strickland Street signalised intersection or immediate approaches. These included one serious injury loss of control crash, two minor injury turning crashes, one non-injury crash involving a parked vehicle, and one non-injury crash involving a vehicle entering a driveway.

#### **Safety Issues**

- 4.10 A number of safety issues with the intersection have been raised
  - 4.10.1 Visibility: There is poor visibility for pedestrians crossing Somerfield Street near Moon Under Water due to the layout of the outdoor seating area and the kerb location.
  - 4.10.2 Stacking space: Insufficient space for vehicles to turn right from Somerfield Street into Strickland Street, often blocking the "KEEP CLEAR" box at peak/afternoon times making it unclear and dangerous for cyclists.
  - 4.10.3 Speed into the intersection: Left turning vehicles from Colombo Street onto Strickland Street and Somerfield Street cut off cyclists, enter too quickly and there is a blind spot masked by the current fencing in place for Moon Under Water.
  - 4.10.4 Clarity of priorities: General road markings for cyclists are disjointed, unclear, and narrow. There is no indication of cycle movement, mainly through the intersection. Cycle lane markings are white only and cease for the "Keep Clear" zone.
  - 4.10.5 Illegal movements: A moderate number of drivers are undertaking a right turn from Strickland Street into Somerfield Street early, driving up the northbound lane.
- 4.11 The following related information session/workshops have taken place for the members of the meeting:

Date	Subject	
12 August	Confirmation of Spreydon, Somerfield, Waltham, Beckenham Christchurch	
2022	Regeneration Acceleration Facility (CRAF) programme	
	https://christchurch.infocouncil.biz/Open/2022/08/JLSB 20220812 AGN 8150 AT.PD	
29 August Spreydon, Somerfield, Waltham, Beckenham CRAF – project update		
2024	https://christchurch.infocouncil.biz/Open/2024/08/ISWS_20240829_AGN_10060_AT.PDF	
26 June	Spreydon, Somerfield, Waltham, Beckenham CRAF – project update	
2025 <u>https://www.youtube.com/watch?v=oh7z9yWhPWQ</u>		

#### Options Considered Ngā Kōwhiringa Whaiwhakaaro

4.12 The following reasonably practicable options were considered and are assessed in this report:



- 4.12.1 **Option 1** Strickland Street/Somerfield Street safety improvements as shown in **Attachment A**.
- 4.12.2 **Option 2** Do nothing.
- 4.13 The following options were considered but ruled out:
  - 4.13.1 Removal of the right turn from Somerfield Street to Strickland Street via a shifted pedestrian island and solid median on Strickland Street while queuing on Somerfield Street at the Strickland Street intersection would potentially be improved, modelling also suggests that there would be negative impacts with additional traffic on smaller local streets eg Boon Street and Devon Street. Cyclists would need to dismount and cross Somerfield Street crossing on foot to access Beckenham Village. Crash history shows just one crash involving a right turn from Somerfield Street into Strickland Street. The proposed speed humps will provide additional safety at the intersection.
  - 4.13.2 Restrict both right and left turns from Somerfield Street to Strickland Street by reducing to a single lane for both turning movements at the intersection, via a shifted pedestrian refuge on Somerfield Street while queuing on Somerfield Street at the Strickland Street intersection would potentially be improved, modelling also suggests that there would be negative impacts with additional traffic on smaller local streets eg Baretta Street and Leitch Street, also Selwyn Street. Right-turning traffic could potentially impede left-turning traffic from Somerfield Street. Crash history shows two crashes from Somerfield Street into Strickland Street, one a left turn crash and the other a right turn crash. The proposed speed humps will provide additional safety at the intersection.

#### **Options Descriptions Ngā Kōwhiringa**

- 4.14 **Preferred Option:** Strickland Street/Somerfield Street safety improvements
  - 4.14.1 **Option Description:** Safety improvements including small section of separated cycleway, green paint at conflict points of existing cycle lanes, speed humps on both approaches to crossing point on Somerfield Street, new tactile pavers, narrow central median on Strickland Street to prevent cars turning early, new no stopping to improve visibility, new cycle stands and landscaping, reconfiguration and new kerb buildouts near Moon Under Water which will improve sightlines for pedestrians.

#### 4.14.2 **Option Advantages**

- Improves the safety of cyclists turning left into Strickland Street from Colombo Street.
- Slows vehicles entering Strickland Street and Somerfield Street be extending the kerb buildout.
- Improved pedestrian safety on Somerfield Street with the addition of speed humps and tactile pavers, and improved visibility with the reconfiguration of the Moon Under Water lease area.
- New median island preventing cars turning early from Strickland Street into Somerfield Street when heading south.
- Clearly marked cycle lanes at conflict points.
- New cycle stands for a high use cyclist area.
- Improved landscaping.



#### 4.14.3 **Option Disadvantages**

- Loss of three carparks.
- Money could be spent on other projects.

#### 4.15 Do Nothing

4.15.1 **Option Description:** Existing layout remains with no improvements for pedestrians or cyclists.

#### 4.15.2 **Option Advantages**

- Funding can be spent on other projects within the programme.
- No parking removal.

#### 4.15.3 **Option Disadvantages**

- Does not meet project objectives.
- No improved crossing facilities for pedestrians on Somerfield Street.
- No safe cycle facilities.
- No improved landscape.
- No additional cycle stands.

#### 5. Financial Implications Ngā Hīraunga Rauemi

#### Capex/Opex Ngā Utu Whakahaere

	Recommended Option 1	Option 2 - Do nothing
Cost to Implement	\$300,000	N/A
Maintenance/Ongoing Costs	Covered by existing maintenance contract – small saving with landscaping replacing lawn areas that no longer need mowing	Covered by existing maintenance contract
Funding Source	LTP Budget 73818 – Spreydon, Somerfield, Waltham, Beckenham CRAF – Colombo Street, Somerfield Street, Selwyn Street improvements	N/A
Funding Availability	Funds are available	Funds are available
Impact on Rates	Nil*	N/A

<sup>\*</sup>This project is funded from the Christchurch Regeneration Acceleration Fund and does not impact on rates

#### 6. Considerations Ngā Whai Whakaaro

#### Risks and Mitigations Ngā Mōrearea me ngā Whakamātautau

6.1 None identified above BAU.

#### Legal Considerations Ngā Hīraunga ā-Ture

6.2 Statutory and/or delegated authority to undertake proposals in the report:



- 6.2.1 The Community Boards have delegated authority from Council to exercise the delegations as set out in the Register of Delegations. The list of delegations for the Community Boards include the resolution of stopping and traffic control devices.
- 6.2.2 The installation of any signs and/or marking associated with traffic control devices muse comply with the Land Transport Rule: Traffic Control Devices 2004.
- 6.2.3 Part 1, Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017 provides Council with the authority to install parking or stopping restrictions by resolution.
- 6.3 Other Legal Implications:
  - 6.3.1 There is no legal context, issue, or implication relevant to this decision.

#### Strategy and Policy Considerations Te Whai Kaupapa here

- 6.4 The required decisions:
  - 6.4.1 Align with the <u>Christchurch City Council's Strategic Framework</u>.
  - 6.4.2 Are of low significance in relation to the <a href="Christchurch City Council's Significance">Christchurch City Council's Significance</a> and <a href="Engagement Policy 2019">Engagement Policy 2019</a>. The level of significance was determined by the low number of people affected and/or with an interest, limited benefits/opportunities and costs/risks to Council, and modest level of community influence.
- 6.5 This report supports the Council's Long Term Plan (2024 2034):
- 6.6 Transport
  - 6.6.1 Activity: Transport
    - Level of Service: 10.5.1 Limit deaths and serious injury crashes per capita for cyclists and pedestrians - <=12 crashes per 100,000 residents</li>
    - Level of Service: 10.5.3 More people are choosing to travel by cycling >=13,000 average daily cyclist detections
    - Level of Service: 10.5.42 Increase the infrastructure provision for active and public modes >= 635 kilometres (total combined length)

#### Community Impacts and Views Ngā Mariu ā-Hāpori

- 6.7 Early engagement with residents and businesses started in May 2024.
- 6.8 Feedback was provided by 10 businesses and organisations and 40 individuals.
  Visibility, vehicle speed, congestion, and safety for people walking and biking were key things the community wanted to see addressed.
- 6.9 The early feedback was presented to the Waihoro Spreydon-Cashmere-Heathcote Community Board on 24 October 2024.
- 6.10 Early feedback shaped the draft plan. Consultation on the draft plan started on 11 July and ran until 3 August 2025.
- 6.11 Project details including links to the Korero mai | Let's Talk webpage were advertised via:
  - An email sent to 66 key stakeholders, including previous submitters.
  - A post in the local community Facebook page.
  - Signs around the intersection.
  - A flyer to properties near the intersection.



- 6.12 The Korero mai | Let's Talk page had 1,182 views throughout the consultation period.
- 6.13 Staff met with Moon Under Water in early July to discuss the reconfiguration of their lease area and the wider plan. They supported the plan.
- 6.14 Staff met with representatives of the Somerfield Residents Association on 5 August to discuss the plan and answer questions.

#### **Summary of Submissions Ngā Tāpaetanga**

- 6.15 Submissions were made by four recognised organisations, two businesses and 66 individuals. All submissions are available on our <u>Korero mai webpage</u>.
- 6.16 Overall, the majority of submitters supported (44, 61%), or somewhat supported the plan (24, 34%). Three submitters did not support the plan, and one said they weren't sure or didn't know.
- 6.17 Key things submitters liked about the plan:
  - General support for safety improvements (27)
  - Cycling improvements (13)
  - Cycle parking (9)
  - Cycle median (9)
  - Median on Somerfield St (9)
  - Speed bumps (7)
  - No stopping restrictions on Strickland Street near 1/141 Somerfield Street (4)
- 6.18 Key things submitters didn't like about the plan:
  - Speed bumps (8) although one submitter said they would be ok with a raised platform instead
  - Cycle median/lane would prefer cyclists take the lane (3)
  - Overall unnecessary/waste of money (2)
- 6.19 Key things requested by submitters:
  - The right hand turns into or out of Somerfield Street should be banned (5)
  - Requests for more no stopping restrictions various locations (3)
- 6.20 The following changes have been made as a result of consultation feedback:
  - Extension of no stopping restrictions on Strickland Street near 1/141 Somerfield Street
  - Extension of the green cycle paint on Strickland Street (up to the Keep Clear sign)
  - New green cycle paint on the existing Colombo Street cycle lane
  - Addition of sharrows on Somerfield Street nearing the intersection
- 6.21 The decision affects the following wards/Community Board areas:
  - 6.21.1 Waihoro Spreydon-Cashmere-Heathcote Community Board.



#### Impact on Mana Whenua Ngā Whai Take Mana Whenua

- 6.22 The decision does not involve a significant decision in relation to ancestral land, a body of water or other elements of intrinsic value, therefore this decision does not specifically impact Mana Whenua, their culture, and traditions.
- 6.23 The decision does not involve a matter of interest to Mana Whenua and will not impact on our agreed partnership priorities with Ngā Papatipu Rūnanga.

#### Climate Change Impact Considerations Ngā Whai Whakaaro mā te Āhuarangi

- 6.24 The decisions in this report are likely to:
  - 6.24.1 Contribute neutrally to adaptation to the impacts of climate change.
  - 6.24.2 Contribute positively to emissions reductions.
- 6.25 This is a minor scheme and is therefore unlikely to have a significant impact, however, it is expected to support the use of active modes by providing safer pedestrian and cyclist facilities at an intersection where concerns have previously been raised.

#### 7. Next Steps Ngā Mahinga ā-muri

7.1 If approved staff will progress the scheme to detailed design and construction.

#### Attachments Ngā Tāpirihanga

No.	Title	Reference	Page
Α	SSWB CRAF - Somerfield St/Strickland St plan for approval	25/1529733	

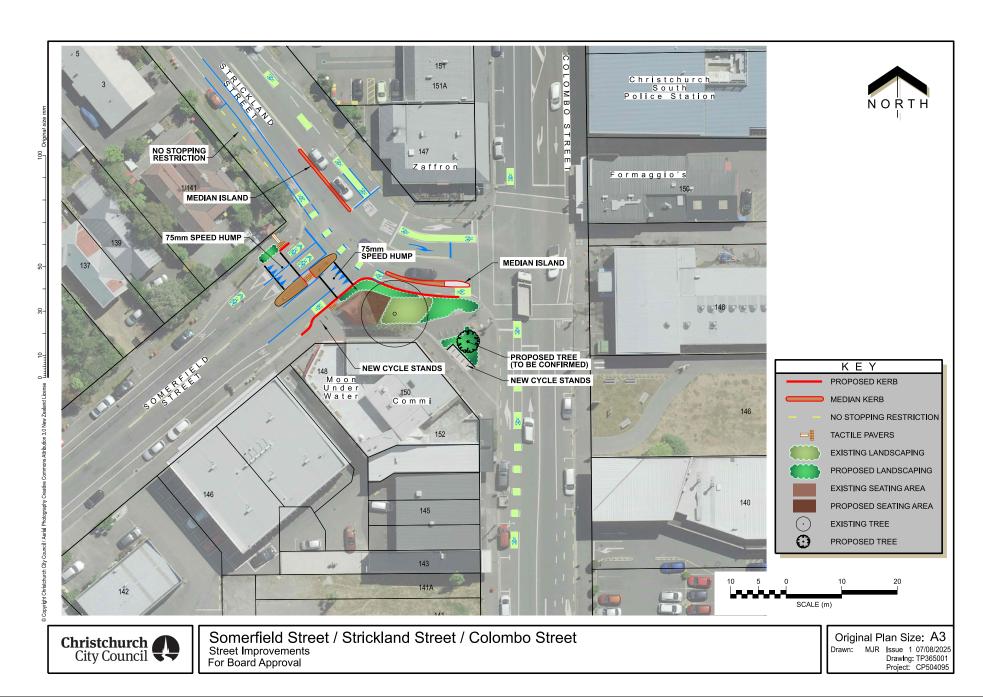
In addition to the attached documents, the following background information is available:

Document Name - Location / File Link	
Not applicable	

#### Signatories Ngā Kaiwaitohu

Authors	Ann Tomlinson - Project Manager Krystle Anderson - Senior Engagement Advisor
Approved By	Matt Goldring - Transport Team Leader Project Management Jacob Bradbury - Manager Planning & Delivery Transport







# 7. Lincoln Road Passenger Transport Improvements Stage 2B, Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street.

**Reference Te Tohutoro:** 25/1263137

Responsible Officer(s) Te Katie Smith, Transport Project Manager

**Pou Matua:** Sharon O'Neil, Programme Manager Transport Capital Projects

Accountable ELT

Member Pouwhakarae:

Brent Smith, General Manager City Infrastructure

#### 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 The purpose of this report is to seek approval of the detailed traffic resolutions for the Lincoln Road Passenger Transport Improvements (Annex Road to Wrights Road/Lyttelton Street) Stage 2B project, seek approval to undertake further investigations for the detailed design from Curletts Road/Hoon Hay Road to Annex Road and approval of the recommended project budget allocations.
- 1.2 This report has been written to meet two previous Council decisions:
  - 1.2.1 Council approved the Hearings Panel recommendations Minutes of Council 
    Thursday, 7 July 2022, with a resolution that "the detailed traffic resolutions required for the implementation of the project are brought back to Council for approval at the end of the detailed design phase, prior to the beginning of construction"
  - 1.2.2 During Annual Plan FY26, the Council resolved to bring forward Stage 2B to commence in FY26.
- 1.3 Delegations for approving this project lie with Council. The Lincoln Road Passenger Transport project (Wrights to Curletts) was classified as a project of Metropolitan Significance at the Council meeting of 13 August 2020.

#### 2. Officer Recommendations Ngā Tūtohu

#### That the Council:

- 1. Receives the information in the Lincoln Road Passenger Transport Improvements Stage 2B, Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street. Report.
- 2. Notes that the decision in this report is assessed as medium significance based on the Christchurch City Council's Significance and Engagement Policy. The project has been deemed of Metropolitan Significance.
- 3. Approves the reallocation of funds to #917 Lincoln Road (Curletts to Wrights) from the following projects:
  - a. \$1.8 million: #66294 Public Transport CRAF Bus Priority, Lincoln Road (Whiteleigh Avenue to Wrights Road).
  - b. \$1.5 million: #65814 Programme Public Transport Network Improvements (CRAF).
  - c. \$2.2 million: #73854 Programme PT Futures.
- 4. Approves that staff revisit the scheme design for Lincoln Road Passenger Transport Improvements (Curletts Road/Hoon Hay Road to Annex Road), to achieve peak time bus lanes in both directions and report back to the Council with details of discussions with Mana

Christchurch City Council



- 5. Approves staff progress to construction the section of the Lincoln Road Passenger Transport Improvements (Annex Road to Wrights Road/Lyttelton Street).
- 6. Makes the following resolutions required for the implementation of the project, including any kerb alignments, traffic controls and/or parking/ stopping restrictions relying on its powers under the Christchurch City Council Traffic and parking Bylaw 2017 and Section 334 of the Local Government Act 1974, as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 7. Revokes any previous resolutions pertaining to traffic controls, parking and stopping restrictions made pursuant to any Bylaw to the extent that they are in conflict with the traffic controls, special vehicle lanes, parking and stopping restrictions described in recommendations 8 47 below.

#### **Detailed Traffic Resolutions**

- 8. Approves all kerb alignments, islands, paths, road surface treatments, traffic controls, signage and road markings on Lincoln Road, commencing at its intersection with Annex Road and extending in a north-easterly direction until its intersection with Wrights Road/Lyttelton Street as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 9. Approves all kerb alignments, islands, paths, road surface treatments, traffic controls, signage and road markings on Annex Road, commencing at its intersection with Halswell Road/Lincoln Road and extending in a north-westerly direction for a distance of 16 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 10. Approves all kerb alignments, road surface treatments, traffic controls, signage and road markings on the Private Lane leading to Hillmorton Hospital, commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 15 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 11. Approves all kerb alignments, islands, paths, road surface treatments, traffic controls, signage and road markings on Sylvan Street commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 41 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 12. Approves all kerb alignments, paths, road surface treatments, traffic controls, signage and road markings on Torrens Road commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 25 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 13. Approves all kerb alignments, islands, paths, road surface treatments, traffic controls, signage and road markings on Domain Terrace commencing at its intersection with Lincoln Road and extending in a south-easterly direction for a distance of 28 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.

#### Lincoln Road - Annex Road to Wrights Road and Lyttelton Street - Special Vehicle Lanes

14. Approves that in accordance with Clause 21 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the path on the southeastern side of Lincoln Road, commencing at its intersection with Domain Terrace, and extending in a south westerly direction for a distance of 50 metres be resolved as a bi-directional Shared Path and in accordance with section 11.4 of the Land Transport Act - Traffic Control Devices Rules: 2004. This Shared Path is for the use by the classes of road user only as defined in Section 11.1A of the Land Transport (Road User)



Rule: 2004, and as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.

- 15. Approves that a special vehicle lane in accordance with Clause 18 of the Christchurch City Council Traffic and Parking Bylaw 2017, for the use of north east bound road users as defined in Section 1.6 (definition of Bus lane) of the Land Transport (Road User) Rule 2004 and also as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be installed on the north west side of Lincoln Road, commencing at its intersection with Annex Road/Halswell Road and extending in a north easterly direction to a point 43 metres north east of its intersection with Torrens Road, as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**. This special vehicle lane is to apply Monday to Friday, 7:00am to 9:00am.
- 16. Approves that a special vehicle lane in accordance with Clause 18 of the Christchurch City Council Traffic and Parking Bylaw 2017, for the use of north east bound road users as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be installed on the north west side of Lincoln Road, commencing at a point 43 metres north east of its intersection with Torrens Road, and extending in a north-easterly direction up to its intersection with Wrights Road, as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 17. Approves that a special vehicle lane in accordance with Clause 18 of the Christchurch City Council Traffic and Parking Bylaw 2017, for the use of south-westbound road users as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be established on the southeast side of Lincoln Road, commencing at intersection with Lyttleton Street and extending in a south-westerly direction for a distance of 105 metres, as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 18. Approves that a special vehicle lane in accordance with Clause 18 of the Christchurch City Council Traffic and Parking Bylaw 2017, for the use of south westbound road users as defined in Section 1.6 (definition of Bus lane) of the Land Transport (Road User) Rule 2004 and also as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004, excepting pedestrians and riders of mobility devices, be established on the southeast side of Lincoln Road, commencing at a point 105 metres southwest of its intersection with Lyttleton Street and extending in a south-westerly direction until its intersection with Halswell Road/Annex Road, as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**. This special vehicle lane is to apply Monday to Friday, 3:00pm to 6:00pm.
- 19. Approves that in accordance with Section 11.4(5) of the Land Transport Rule Traffic Control Devices: 2004, that a signalised crossing be installed on Lincoln Road, located approximately 43 metres southwest from its intersection with Domain Terrace, as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**. This signalised crossing is for the use by the classes of road user as defined in Section 11.1A of the Land Transport (Road User) Rule: 2004.

#### Lincoln Road - Traffic controls -No U Turns

- 20. Approves that in accordance with Clause 17(1) (b) of the Christchurch City Council Traffic and Parking Bylaw 2017 that any vehicle be prohibited from facing or travelling in a north-easterly direction to facing or travelling in the opposite direction (performing a U-turn) on Lincoln Road, at its intersection with Sylvan Street as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 21. Approves that in accordance with Clause 17(1) (b) of the Christchurch City Council Traffic and Parking Bylaw 2017 that any vehicle be prohibited from facing or travelling in a south-westerly



- direction to facing or travelling in the opposite direction (performing a U-turn) on Lincoln Road, at its intersection with Torrens Road as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 22. Approves that in accordance with Clause 17(1) (b) of the Christchurch City Council Traffic and Parking Bylaw 2017 that any vehicle facing or travelling in a south-westerly direction on Lincoln Road, be prohibited from facing or travelling in the opposite direction (performing a Uturn), from a point approximately 140 metres southwest of its intersection with Lyttelton Street to a point 156 metres southwest of its intersection with Lyttelton Street as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 23. Approves that in accordance with Clause 17(1) (b) of the Christchurch City Council Traffic and Parking Bylaw 2017 that any vehicle facing or travelling in a south-westerly direction on Lincoln Road, be prohibited from facing or travelling in the opposite direction (performing a Uturn), from a point approximately 122 metres southwest of its intersection with Domain Terrace to a point 141 metres southwest of its intersection with Lyttelton Street as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 24. Approves that in accordance with Clause 17(1) (b) of the Christchurch City Council Traffic and Parking Bylaw 2017 that any vehicle facing or travelling in a south-westerly direction on Lincoln Road, be prohibited from facing or travelling in the opposite direction (performing a Uturn), from a point approximately 42 metres southwest of its intersection with Domain Terrace as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 25. Approves that in accordance with Clause 17(1) (b) of the Christchurch City Council Traffic and Parking Bylaw 2017 that any vehicle facing or travelling in a north-easterly direction on Lincoln Road, be prohibited from facing or travelling in the opposite direction (performing a Uturn), from a point approximately 147 metres northeast of its intersection with Annex Road as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.

#### Lincoln Road - Annex Road to Wrights Road / Lyttelton Street - Stopping Restrictions.

- 26. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the stopping of vehicles be prohibited at all times as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
  - a) On the northwest side of Lincoln Road commencing at its intersection with Halswell Road/Annex Road and extending in a north-easterly direction for a distance of 41 metres.
  - b) On the northwest side of Lincoln Road commencing at a point 94 metres northeast of its intersection with Halswell Road/Annex Road and extending in a north-easterly direction for a distance of 11 metres.
  - c) On the northwest side of Lincoln Road commencing at a point approximately 119 metres northeast of its intersection with Halswell Road/Annex Road and extending in a north-easterly direction for a distance of 81 metres.
  - d) On the northwest side of Lincoln Road commencing at its intersection with the Private Lane (Hillmorton Hospital entrance) and extending in a north-easterly direction for a distance of 44 metres.
  - e) On the northwest side of Lincoln Road commencing at a point 111.5 metres northeast of its intersection with the Private Lane (Hillmorton Hospital entrance) and extending in a north-easterly direction until its intersection with Sylvan Street.



- f) On the northwest side of Lincoln Road commencing at its intersection with Sylvan Street and extending in a north-easterly direction for a distance of eight metres.
- g) On the northwest side of Lincoln Road commencing at a point 22 metres northeast of its intersection with Sylvan Street and extending in a north-easterly direction for a distance of 35 metres.
- h) On the northwest side of Lincoln Road commencing at a point 95 metres northeast of its intersection with Sylvan Street and extending in a north-easterly direction up to its intersection with Torrens Road.
- i) On the northwest side of Lincoln Road commencing at its intersection with Torrens Road and extending in a north-easterly direction for a distance of 29 metres.
- j) On the northwest side of Lincoln Road commencing at a point 43 metres northeast of its intersection with Torrens Road and extending in a north-easterly direction up to its intersection with Wrights Road.
- k) On the southeast side of Lincoln Road commencing at its intersection with Lyttelton Street and extending in a south-westerly direction for a distance of 67 metres.
- On the southeast side of Lincoln Road commencing at a point 81 metres southwest of its intersection with Lyttelton Street and extending in a south-westerly direction for a distance of 112 metres.
- m) On the southeast side of Lincoln Road commencing at a point 213.5 metres southwest of its intersection with Lyttelton Street and extending in a south-westerly direction for a distance of 67.5 metres
- n) On the southeast side of Lincoln Road commencing at a point 295 meters southwest of its intersection with Lyttelton Street and extending in a south-westerly direction for a distance of 21 metres.
- o) On the southeast side of Lincoln Road commencing at a point 330 metres southwest of its intersection with Lyttelton Street and extending in a south-westerly direction for a distance of 25 metres.
- p) On the southeast side of Lincoln Road commencing at a point 369 metres southwest of its intersection with Lyttelton Street and extending in a south-westerly direction up to its intersection with Domain Terrace.
- q) On the southeast side of Lincoln Road commencing at its intersection with Domain Terrace and extending in a south-westerly direction for a distance of 14 metres.
- r) On the southeast side of Lincoln Road commencing at a point 26 metres southwest of its intersection with Domain Terrace and extending in a south-westerly direction for a distance of 59 metres.
- s) On the southeast side of Lincoln Road commencing at a point 99 metres southwest of its intersection with Domain Terrace and extending in a south-westerly direction for a distance of 125 metres.

#### Lincoln Road - Annex Road to Wrights Road and Lyttelton Street - Bus stops

27. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017 that a bus stop be installed, on the north west side of Lincoln Road commencing at a point 105 metres north east of its intersection with Halswell Road/Annex Road and extending in a north-easterly direction for 14 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.



- 28. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017 that a bus stop be installed, on the north west side of Lincoln Road commencing at a point 8 metres north east of its intersection with Sylvan Street and extending in a north-easterly direction for 14 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 29. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017 that a bus stop be installed, on the north west side of Lincoln Road commencing at a point 29 metres north east of its intersection with Torrens Road and extending in a north-easterly direction for 14 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 30. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017 that a bus stop be installed, on the south east side of Lincoln Road commencing at a point 67 metres south west of its intersection with Lyttelton Street and extending in a south westerly direction for 14 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 31. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017 that a bus stop be installed, on the south east side of Lincoln Road commencing at a point 281 metres south west of its intersection with Lyttelton Street and extending in a south westerly direction for 14 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 32. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that a Bus Stop be installed on the southeast side of Lincoln Road commencing at a point approximately 85 metres southwest of its intersection with Domain Terrace and extending in a south-westerly direction for a distance of 14 metres as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.

#### Lincoln Road - Annex Road to Wrights Road and Lyttelton Street - Parking restrictions - P120

- 33. Approves that the parking of vehicles be restricted to a maximum period of 120 minutes on the northwest side of Lincoln Road, commencing at point 253 metres northeast of its intersection with Annex Road, and extending in a north-easterly direction for a distance of 38 metres. This restriction is to apply Monday to Friday, 9:00am to 6:00pm and to apply Saturday to Sunday, 8:00am to 6:00pm.
- 34. Approves that the parking of vehicles be restricted to a maximum period of 120 minutes on the southeast side of Lincoln Road, commencing at point 14 metres southwest of its intersection with Domain Terrace, and extending in a south-westerly direction for a distance of 12 metres. This restriction is to apply Monday to Friday, 8:00am to 3:00pm and to apply Saturday to Sunday, 8:00am to 6:00pm.

#### Lincoln Road - Annex Road to Wrights Road and Lyttelton Street - Parking restrictions - P60

35. Approves that the parking of vehicles be restricted to a maximum period of 60 minutes on the northwest side of Lincoln Road, commencing at point 299 metres northeast of its intersection with Annex Road, and extending in a north-easterly direction for a distance of 21 metres. This restriction is to apply Monday to Friday, 9:00am to 6:00pm and to apply Saturday to Sunday, 8:00am to 6:00pm.

#### **Annex Road - Road layout, Parking and Stopping Restrictions**

36. Approves that, in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004, the south-eastern approach of Annex Road at its intersection with Lincoln Road



- / Halswell Road be controlled by a Give Way control as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 37. Approves that in accordance with Clause 17(1) (a) of the Christchurch City Council Traffic and Parking Bylaw 2017 that, the Annex Road south eastern approach, right turn into Halswell Road, be prohibited as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 38. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the stopping of vehicles be prohibited at all times as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
  - a) On the southwest side of Annex Road commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 38 metres.
  - b) On the northeast side of Annex Road commencing at a point 27 metres northwest of its intersection with Lincoln Road and extending in a south-easterly direction until its intersection with Lincoln Road.

#### **Hillmorton Hospital Private Lane**

- 39. Approves that, in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004, the south-eastern approach of the Hillmorton Hospital Private Lane at its intersection with Lincoln Road be controlled by a Give Way control as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 40. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the stopping of vehicles be prohibited at all times as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
  - a) On the southwest side of the Hillmorton Hospital Private Lane, commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 10 metres.
  - b) On the northeast side of the Hillmorton Hospital Private Lane, commencing at a point 15 metres northwest of its intersection with Lincoln Road and extending in a south-easterly direction until its intersection with Lincoln Road.

#### **Sylvan Street - Traffic Control and Parking and Stopping Restrictions**

- 41. Approves that, in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004, the south-eastern approach of Sylvan Street at its intersection with Lincoln Road be controlled by a Give Way control as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 42. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the stopping of vehicles be prohibited at all times as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
  - a) On the southwest side of Sylvan Street, commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 36 metres.
  - b) On the northeast side of Sylvan Street, commencing at a point approximately 41 metres northwest of its intersection with Lincoln Road and extending in a south-easterly direction until its intersection with Lincoln Road.

#### **Torrens Road - Traffic Controls and Parking and Stopping Restrictions**

43. Approves that, in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004, the south-eastern approach of Torrens Road at its intersection with Lincoln



- Road be controlled by a Give Way control as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 44. Approves that in accordance with Clause 17(1) (a) of the Christchurch City Council Traffic and Parking Bylaw 2017 that the Torrens Road south eastern approach, right turn into Lincoln Road, be prohibited as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 45. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the stopping of vehicles be prohibited at all times as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
  - a) On the southwest side of Torrens Road commencing at its intersection with Lincoln Road and extending in north-westerly direction for a distance of 24 metres.
  - b) On the northeast side of Torrens Road commencing at its intersection with Lincoln Road and extending in a north-westerly direction for a distance of 11 metres.

#### **Domain Terrace - Road layout, Traffic Controls, Parking and Stopping Restrictions**

- 46. Approves that, in accordance with Section 4 of the Land Transport Rule: Traffic Control Devices 2004, the northwestern approach of Domain Terrace at its intersection with Lincoln Road be controlled by a Give Way control as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
- 47. Approves, pursuant to Clause 7 of the Christchurch City Council Traffic and Parking Bylaw 2017, that the stopping of vehicles be prohibited at all times as detailed in plan TG146602, dated 21/8/2025 and attached to this report as **Attachment A**.
  - a) On the northeast side of Domain Terrace commencing at its intersection with Lincoln Road and extending in south-easterly direction for a distance of 26 metres.
  - b) On the southwest side of Domain Terrace commencing at a point approximately 26 metres south east of its intersection with Lincoln Road and extending in north westerly direction until its intersection with Lincoln Road.

#### **General approval**

48. Approves that these resolutions 8 - 47 take effect when parking signage and/or road marking that evidence the restrictions described in the staff report are in place (or removed in the case of revocations).

#### 3. Executive Summary Te Whakarāpopoto Matua

- 3.1 The Lincoln Road bus priority project scheme design was approved by the Council on 7 July 2022 following a hearings panel process. This included both:
  - Stage 2A from Whiteleigh Avenue/Barrington Street to Wrights Road/Lyttelton Street, and;
  - Stage 2B from Wrights Road/Lyttelton Street to Curletts Road/Hoon Hay Road.
  - 3.1.2 The Council resolved that the detailed traffic resolutions required for the implementation of the project are brought back to Council for approval at the end of the detailed design phase, prior to the commencement of construction.
- 3.2 The Council, during its Annual Plan deliberations in June 2025, directed staff to progress the construction of Stage 2B starting in financial year 2025/26, and to defer the construction of Stage 2A.



- 3.3 Due to difficulties purchasing all the necessary properties on the south side of Halswell Road, plus cost pressures associated with widening the culvert and relocating the substation in this location, the original approved scheme plans were amended so the outbound bus lane terminated short of Curletts Road (roughly opposite Annex Road). This would have created a pinch point where buses would need to merge back into the single traffic lane.
  - 3.3.1 However, recent discussions with the Ministry of Education have indicated that they would be willing to enter into negotiations with Christchurch City Council to acquire land on the northern side, potentially creating space to provide peak time bus lanes in both directions for the full extent.
  - 3.3.2 This will require a redesign of the section from Curletts Road/Hoon Hay Road to Annex Road.
- 3.4 Therefore, this report offers three options:
  - 3.4.1 Option 1: Approval of:
    - Detailed traffic resolutions for Lincoln Road from Annex Road to Wrights Road/Lyttelton Street as shown on **Attachment A**, allowing this section to progress to construction.
    - Approve a redesign of the section from Curletts Road/Hoon Hay Road to Annex Road, including negotiation with the Ministry of Education to attain land, to achieve peak time bus lanes in both directions as shown on **Attachment B**. Staff will aim to report back in early 2026, with a view to carrying out construction in a single pass.
  - 3.4.2 Option 2: Approval of:
    - Detailed traffic resolutions for Lincoln Road from Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street as shown in **Attachment C**, allowing this to progress to construction.
    - Noting that this would not achieve peak time bus lanes in both directions for the full extent.
  - 3.4.3 Option 3: Approval for staff to revisit the entire project design with a view to reduce project costs.
    - Examples of areas that could be investigated include narrowing and/or removal of the central median.
    - Noting that construction of the Transport works would not start on FY26, and therefore could not be aligned with planned 3 waters works.
- 3.5 Staff recommend Option 1 for the following reasons:
  - This allows construction to start in FY26 in line with the Council decision during Annual Plan FY26
  - Allows for efficiencies of scale through delivery of the project alongside planned
    Three Waters renewal works for the replacement of all waste water assets from
    Annex Road to Wrights Road/Lyttelton Street. In the Curletts Road/Hoon Hay
    Road to Annex Road section Three Waters will redirect wastewater flows to the
    existing sewer on Coppell Place thereby abandoning existing wastewater assets
    across the Heathcote River.



- The project would be consistent with the NZTA's project on Halswell Road, and Council's Stage 1 between Moorhouse Ave and Whiteleigh Avenue/Barrington Street.
- Future-proofs improved journey times and reliability on a well-used part of the PT network, and supports Environment Canterbury's frequency uplift on Route 7.
- As additional budget is drawn from the CRAF PT budget, this will have a limited impact on rates.
- It is considered unlikely that the cost could be reduced by redesigning the whole of Stage 2B from Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street to within the original budget without impacting on the project outcomes.

#### 4. Background/Context Te Horopaki

#### **Decision timeline**

- 4.1 The Council approved the project to be declared Metropolitan Significance on 13 August 2020, item 22. https://christchurch.infocouncil.biz/Open/2020/08/CNCL 20200813 MIN 4048 AT WEB.htm
- 4.2 The Council requested the scheme design be revisited in August 2020. This was to consider rationalising potential property purchases and to consider design changes, particularly in relation to pedestrian connectivity.
- 4.3 Waihoro-Spreydon-Cashmere Community Board were updated on the scheme design progress in July 2021 and briefed on the scheme design for consultation in November 2021.
- 4.4 Stakeholder engagement and public consultation took place between October and December 2021. Details of the engagement response and submissions received is set out in the Hearings Panel report. Agenda of Hearings Panel Monday, 28 February 2022
- 4.5 The Hearings Panel report to the Council in July 2022 made a number of recommendations. These have, where possible, been incorporated into the final plans and detailed resolutions for approval. Agenda of Council Thursday, 7 July 2022

#### **Background**

- 4.6 Stage 2B Lincoln Road (Whiteleigh Avenue/ Barrington Street to Curletts Road/Hoon Hay Road) provides one section of the key bus priority route between the approved Lincoln Road Stage 1 (Whiteleigh Avenue to Moorhouse Avenue); and the NZ Transport Agency Waka Kotahi section along Halswell Road (Dunbars Road to Curletts Road) which is currently under construction. These projects provide improved public transport services linking southwest Christchurch with the Central City.
- 4.7 The section between Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street is currently a single lane in either direction.
  - 4.7.1 As part of this public transport priority project, it is proposed to be upgraded to a multilane arterial with peak hour bus lanes; access management will be implemented to improve the traffic safety and efficiency. The design includes a central raised median which will remove right turn movements into and out of all the existing private and commercial driveways and restrict movements into and out of side roads.

#### **Project Objectives**

4.8 The primary objectives for the project have been identified as follows:



- 4.8.1 Improved journey time reliability for public transport services in relation to private vehicles.
- 4.8.2 Improved connectivity, convenience and safety for all active travel modes. This incorporates cyclists, pedestrians, public transport users and micro-mobility users (scooters, electric longboards, etc.) and includes access to improved public transport infrastructure.
- 4.8.3 Improved amenity consistent with the One Network Framework (ONF), movement and place function.
- 4.8.4 A central median providing safety for all users. It improves safety and efficiency on Lincoln Road by reducing right turning movements and creates amenity space.
- 4.9 Peak hour bus lanes have been installed in Addington (Whiteleigh Avenue to Moorhouse Avenue) as part of stage one of this project. These are planned to connect with stage two of the project to install peak hour bus lanes between Whiteleigh Avenue and Curletts Road, on:
  - 4.9.1 Weekdays 7am to 9am towards the city.
  - 4.9.2 Weekdays 3pm to 6pm towards Halswell.
  - 4.9.3 Saturdays The consultation proposed 10am to 2pm on both sides of the road. However, based on submissions the Officer recommendation was to not implement Saturday peak hour bus lanes.
- 4.10 Peak hour bus lanes are being installed on SH75 by NZTA:
  - 4.10.1 Weekdays between Augustine Drive and Curletts Road north side, 7am to 9am towards the city.
  - 4.10.2 Saturdays between Augustine Drive and Curletts Road north side, 10am to 2pm
  - 4.10.3 Weekdays between Curletts Road and Monsaraz Bouleard south side, 3pm to 6pm towards Halswell.
  - 4.10.4 Saturdays between Curletts Road and Monsaraz Bouleard south side, 10am to 2 pm
  - 4.10.5 Between Augustine Drive/Monsaraz Boulevard and Dunbars Road full time (24/7) in both directions.

#### **Design Changes**

- 4.11 The Council approved the scheme design in 2022, since then changes have been required to the detailed design:
  - The proposed pedestrian island at the entrance to the Hillmorton Hospital private lane was
    removed due to visibility issues for pedestrians waiting to cross from the southwest, this
    was identified as part of a design review in June 2023. A new kerb buildout on the
    southwestern side of the private lane has been included in the design to reduce the crossing
    distance. This amendment was assessed as part of the Detailed Design Road Safety Audit.
  - The proposed raised safety platform (RSP) at the intersection of Sylvan Street and Lincoln Road was removed following the design review in 2023 as its position required vehicles turning left from Lincoln Road to turn at an angle across the RSP ramp which could result in loss of control type crashes.
- 4.12 The Detailed Design Safety Audit required minor amendments; where appropriate additional further targeted consultation has taken place with affected parties.



#### South-West Bound: Annex Road to Hoon Hay Road

- 4.13 The property purchase for the frontage of 5/7 Halswell Road required to accommodate the bus lane on the approach to the Curletts Road intersection has proved difficult.
  - 4.13.1Adjacent to this location it was also required to widen the bridge over the existing Heathcote River culvert, and to relocate the existing Orion substation. These added significant cost to the overall project.
  - 4.13.2 Therefore staff were proposing to end the bus lane at #14 Lincoln Road, and keep the road single lane heading south-west from #10 Lincoln Road to just after Coppell Place, as shown in **Attachment C**.
- 4.14 However, staff have held recent discussions with the Ministry of Education around purchasing a small portion of land at 2 Halswell Road. While discussions are only at an early stage, they appear open to the idea.
  - 4.14.1 This opens up options to achieve a design more reflective of the original intent to provide peak time bus lanes in both directions for the full extent.
  - 4.14.2A concept design has been developed as shown in **Attachment B**. These options will require further investigation, detailed design, cost estimates, budget allocation and the Council's approval.

#### **Delivery Timeframes**

- 4.15 At the Annual Plan meeting on the 26 June 2025 the Council agreed to proceed with Lincoln Road Curletts/Hoon Hay to Wrights Road/Lyttelton Street Stage 2B with Wrights Road/Lyttelton Street to Whiteleigh Avenue/Barrington Stage 2A being deferred 2029/30.
- 4.16 Council's Three Waters team have an urgent Wastewater Renewal in this location which needs to progress. A decision to proceed is likely to allow these projects to be carried out in parallel, likely under a single contract, reducing disruption to residents and road users and providing opportunities for economies of scale.

#### **Financials**

#### **Estimates**

- 4.17 The Hearings Panel report to the Council in 2022 estimated the total project costs to be approximately \$12 million. Updated high-level cost estimates were completed for the proposed scheme plan and included in the 2021-2031 Long Term Plan.
- 4.18 There has been an increase in costs for the original approved scheme for a number of factors, including:
  - Increased construction contingency following ground investigations highlighting the need to remove and dispose of coal tar, concrete and old tram lines.
  - Increased cost estimates from service providers associated with utility works.
  - Project overheads included in the cost estimates.
  - Inflation in the three years since the original cost estimates.
- 4.19 The estimates for both Options 1 and 2 have increased beyond the project budget available:
  - 4.19.1 The estimate for Option 1 is \$15.4 Million
    - There is a high level of confidence in the Annex to Wrights section, as the design and investigations are well progressed.



- This also includes a high-level estimate for the land purchase, redesign and bridge
  construction in the Curletts to Annex section. While there have been
  investigations of the existing road in this location, the footpath design is at an
  early stage so risks remain.
- These costs will be refined before bringing back the detailed resolutions for the Curletts Road/Hoon Hay Road to Annex Road section back to Council for approval.
- 4.19.2The current estimate for Option 2 Lincoln Road Curletts Road/Hoon Hay to Wrights Road/Lyttelton Street Stage 2B transport project is \$13.3 million.
  - Due to the design and investigations for this section, there is a high level of confidence in the estimate.
- 4.19.3 Option 3 is for staff to investigate redesigns with a view to reducing the overall project cost, and report back to Council.
  - Potential options for reducing the cost of the project have been considered and are covered in Section 4.31 of this report. This is likely to include investigating narrowing or removing the central median
  - Any cost savings are subject to engineering design and road constraints, therefore it is difficult to put a value on how big this could be. However, staff believe that the savings will be 5-10% at most, and potentially less due to the costs of re-design and potentially re-consultation, and loss of benefits associated with combining with other projects.

#### **Budget and Impact on Rates**

- 4.20 The current remaining transport budget within #917 Lincoln Road Passenger Transport Improvements (Curletts to Wrights) is \$10.0 million, with construction funding in financial years 2027 2030.
- 4.21 There is sufficient budget in the overall CRAF Public Transport Programme and the PT Futures Programme that could be utilised to enable completion of these works. The funding currently sits in the following projects:
  - #66294 Public Transport CRAF Bus Priority, Lincoln Road (Whiteleigh Avenue to Wrights Road) \$1.8 million (FY26-28)
  - #65814 Programme Public Transport Network Improvements Programme (CRAF) -\$1.5 million (FY26)
  - #73854 Programme PT Futures \$75 million (FY28-34)
- 4.22 It is proposed to use Public Transport CRAF budget first.
  - 4.22.1 Lincoln Road (Whiteleigh to Wrights) has less immediate benefit than the Wrights to Curletts section, as this section is already 4 lanes. Therefore, it is proposed that the scope is transferred to the PT Futures Programme where there is funding available in the later years of the LTP should the Council wish to continue with the project at that time.
  - 4.22.2 The budget in the Public Transport Network Improvements Programme CRAF is currently not scoped. The works proposed fits the criteria for funding under CRAF, so the budget can be utilised to fund this shortfall.
  - 4.22.3A portion (about \$2m) of the budget in the PT Futures Programme could be utilised to complete recommended Option 1.



- 4.23 CRAF is proposed to be utilised first, as this funding source comes directly from central government, so does not impact on rates.
- 4.24 In the Annual Plan deliberations, the Council acknowledged that it is unlikely that Waka Kotahi subsidy of 51% on the approved scheme for Stage 2B will be provided. Ongoing discussions with NZTA have confirmed this: there are higher priority projects already being considered for funding in this NLTP 2024-2027.
- 4.25 The following related memos/information were circulated to the meeting members:

Date	Subject
13 August	Lincoln Road Passenger Transport Improvements Stage 2B, Curletts Road/Hoon Hay
2020	Road to Wrights Road/Lyttelton Street.
28 February	Lincoln Road Passenger Transport Improvements Stage 2B, Curletts Road/Hoon Hay
2022	Road to Wrights Road/Lyttelton Street.
7 July 2022	Hearings Panel Report on Lincoln Road Peak Hour Bus Lane Proposal

4.26 The following related information session/workshops have taken place for the members of the meeting:

Date	Subject
July 2021	Spreydon-Cashmere Community Board were briefed on the scheme design progress.
November	Spreydon-Cashmere Community Board were briefed on the scheme design for
2021	consultation in November 2021

## Options Considered Ngā Kōwhiringa Whaiwhakaaro

- 4.27 The following reasonably practicable options were considered and are assessed in this report:
  - 4.27.1 Option 1 Proceed with Lincoln Road Passenger Transport Improvements Stage 2B, Annex Road to Wrights Road/Lyttelton Street as shown in Attachment A and continue further investigations and redesign of the section from Curletts Road/Hoon Hay Road to Annex Road indicative scheme design as shown in Attachment B.
  - 4.27.2 **Option 2** Proceed with Lincoln Road Passenger Transport Improvements Stage 2B, Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street as shown in **Attachment C.**
  - 4.27.3 **Option 3** Review the design of Stage 2B of the project Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street to seek cost reductions.
- 4.28 The following options were considered but ruled out:
  - 4.28.1 **Do nothing** the Council has through the Annual Plan Process for FY26 made a clear direction that this project should proceed.
  - 4.28.2 Amend the detailed design to remove the trees and landscaping from the central median This was thought to be a simple way to remove costs due to the requirement to break out the redundant tram slab under the surface, however, further investigation has demonstrated that the costs of alternative materials such as pressed concrete would not result in cost savings.
  - 4.28.3 **Complete design as per previous Council decision** Property purchase on southern side of Lincoln Road may not be possible, or may require use of the Public Works Act to complete, leading to significant further delays. Furthermore, extension of the culvert and relocation of the substation will require significant additional budget.



## **Options Descriptions Ngā Kōwhiringa**

4.29 **Preferred Option: Option 1** Proceed with Lincoln Road Passenger Transport Improvements
Stage 2B, Annex Road to Wrights Road/Lyttelton Street and continue further investigations
and redesign the section from Curletts Road/Hoon Hay Road to Annex Road to allow for peak
time bus lanes in both directions

#### 4.29.1 Option Description:

- Key features and benefits of the scheme were set out in the original report to the Hearings Panel
- Install peak hour bus lanes between Annex Road and Wrights Road/Lyttelton Street, road widening and street upgrade
- Continue further investigations into the land purchase of part of the Ministry of Education site at 2 Halswell Road and redesign the section from Curletts Road/Hoon Hay Road to Annex Road to allow for peak time bus lanes in both directions

#### 4.29.2 Option Advantages

- As set out in the Hearings Panel report however noting a recent change to Route 7
  which is currently being trialled as a Turn Up and Go (TUAG) 10-minute frequency.
- The construction works can be undertaken in conjunction with the Three Waters sewer main renewal from Annex Road to Wrights Road/Lyttelton Street, saving costs on shared requirements such as Traffic Management and reducing disruption from working on the road corridor for two separate projects.
- Fulfills the recent Annual Plan resolution to commence the project in FY26.

#### 4.29.3 Option Disadvantages

- Construction costs have escalated over recent years and site investigations have revealed issues with the presence of coal tar, concrete and old tram lines in the sub surface layers resulting in recent cost estimates indicating additional funding is required to complete the project.
- Time and budget required for further investigations into the land purchase of part
  of the Ministry of Education site at 2 Halswell Road and redesign the section from
  Curletts Road/Hoon Hay Road to Annex Road to allow for peak time bus lanes in
  both directions.
- Risks around the Curletts to Annex section mean there is a potential that the Transport works will need to be completed in two phases
- Additional budget, currently allocated to the Public Transport CRAF Bus Priority Lincoln Road Stage 2A and Public Transport Network Improvements Programme (CRAF) will be utilised, any additional budget requirements will be taken from the PT Futures programme. This will result in other PT Futures projects not being able to currently proceed.
- 4.30 **Option 2** <u>Proceed with Lincoln Road Passenger Transport Improvements Stage 2B, Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street</u>

#### 4.30.1 Option Description:

 Key features and benefits of the scheme were set out in the original report to the Hearings Panel



- Install peak hour bus lanes between Curletts Road/Hoon Hay Road Annex Road and Wrights Road/Lyttelton Street, road widening and street upgrade.
- South-west bound bus lane stops about 225m before the Curletts Road intersection (~150m shorter than originally planned)

### 4.30.2 Option Advantages

- As set out in the Hearings Panel report however noting a recent change to Route 7
  which is currently being trialled as a Turn Up and Go (TUAG) 10-minute frequency.
- The construction works will be undertaken in conjunction with the Three Waters sewer main renewal from Curletts Road/Hoon Hay Road to Wrights Road/Lyttelton Street, saving costs on shared requirements such as Traffic Management and reducing disruption from working on the road corridor for two separate projects.
- Fulfills the recent Annual Plan resolution to commence the project in FY26.
- Lower cost than Option 1, and more cost certainty due to the level of design and investigation

#### 4.30.3 Option Disadvantages

- Construction costs have escalated over recent years and site investigations have revealed issues with the presence of coal tar, concrete and old tram lines in the sub surface layers resulting in recent cost estimates indicating additional funding is required to complete the project.
- Additional budget, currently allocated to the Public Transport CRAF Bus Priority
  Lincoln Road Stage 2A and Public Transport Network Improvements Programme
  (CRAF) will be utilised, any additional budget requirements will be taken from the
  PT Futures programme. This will result in other PT Futures projects not being
  able to currently proceed.
- 4.31 **Option 3 –** Review the design of Lincoln Road Passenger Transport Improvements Stage 2B of the project to seek cost reductions
  - 4.31.1 **Option Description:** Review the detailed design to seek cost reductions by considering changes such as the removal of the central median and overall width of the road, removal of the proposed landscaping and therefore reducing ongoing maintenance costs.

#### 4.31.2 Option Advantages

May reduce the overall project budget nearer to the available budget.

#### 4.31.3 Option Disadvantages

- Review of Stage 2B of the project may result in further escalation of construction costs due to delay and additional costs associated with design, safety audit and consultation costs.
- Review would result in the Three Waters Sewer Renewal and Stage 2B Lincoln Road Passenger Transport Improvements happening at separate times therefore any shared cost benefits would be lost. Three Waters have confirmed the need to proceed with the sewer renewal immediately.
- There are risks associated with having two different contractors following on from each other during the construction defects period.



- Changes to the design may result in the need to go back out to consultation.
   Noted when reviewing the summary of consultation responses in the Hearings
   Panel Report some submitters were in support of turning restrictions at Domain
   Terrace and Torrens Road, other submitters were concerned at the loss of the number of trees. Options such as the removal of the central median will remove the right turn restrictions and the opportunity to replace as many trees along this road corridor.
- Will require full redesign, safety audit, consultation and associated costs

### Analysis Criteria Ngā Paearu Wetekina

- 4.32 The recommended option has been selected for the following reasons:
  - Allows work to progress in timeframe demanded by the previous Council decision, and in line with the planned sewer renewal works
  - Provides the best solution long term for improved journey time reliability for public transport services
  - Improved safety for all road users
  - Ensures assets at or near end of life are renewed
  - Improves amenity of the street with addition of planted areas, street trees, and improved footpaths

## 5. Financial Implications Ngā Hīraunga Rauemi

### Capex/Opex Ngā Utu Whakahaere

	Recommended Option	Option 2 proceed without redesign	Option 3 – Defer and redesign
Cost to Implement	\$15.4 million	\$ 13.3 million	TBC based on redesign outcome
Maintenance/Ongoing Costs	\$12,000 per year	\$11,500 per year	TBC based on redesign outcome
Funding Source	CPMS#917 Lincoln Road Passenger Transport Improvements (Curletts to Wrights) Stage 2B  CPMS#66294 Public Transport CRAF - Bus Priority, Lincoln Road (Whiteleigh Avenue to Wrights Road) Stage 2A  CPMS#65814 Programme - Public	CPMS#917 Lincoln Road Passenger Transport Improvements (Curletts to Wrights) Stage 2B  CPMS#66294 Public Transport CRAF - Bus Priority, Lincoln Road (Whiteleigh Avenue to Wrights Road) Stage 2A  CPMS#65814 Programme - Public	CPMS#917 Lincoln Road Passenger Transport Improvements (Curletts to Wrights) Stage 2B
	Transport Network Improvements Programme (CRAF)	Transport Network Improvements Programme (CRAF)	



-			
	PT Futures Programme		
Funding Availability	CPMS#917 Lincoln Road Passenger Transport Improvements (Curletts to Wrights) Stage 2B -\$10.0 million	CPMS#917 Lincoln Road Passenger Transport Improvements (Curletts to Wrights) Stage 2B -\$10.0 million	\$10 Million in Stage 2B Lincoln Road budget.
	CPMS#66294 Public Transport CRAF - Bus Priority, Lincoln Road (Whiteleigh Avenue to Wrights Road) Stage 2A - \$1.8 million.	CPMS#66294 Public Transport CRAF - Bus Priority, Lincoln Road (Whiteleigh Avenue to Wrights Road) Stage 2A - \$1.8 million.	
	CPMS#65814 Programme - Public Transport Network Improvements Programme (CRAF) - \$1.5 million.	CPMS#65814 Programme - Public Transport Network Improvements Programme (CRAF) - \$1.5 million.	
	PT futures Programme -\$2.1 million  Total \$15.4million	Total <b>\$13.3 million</b>	
Impact on Rates	Budget change \$2.1m future year to FY27 FY27 0.005% FY28 0.009% FY29 -0.014%	Nil as budget is available in the project budget and CRAF Public Transport budgets.	Nil as budget is available in the project budget and CRAF Public Transport budgets.



## 6. Considerations Ngā Whai Whakaaro

### Risks and Mitigations Ngā Mōrearea me ngā Whakamātautau

- 6.1 Coal tar, contamination, concrete and old tram lines; Investigations have highlighted there are multiple issues with the sub surface condition that will require removal and specialist disposal.
- 6.2 The quantity of works to be completed will lead to disruption over several sealing seasons on a route that is in high demand, but by working together with Three Waters the disruptions will be kept to a minimum.
- 6.3 The level of design for the Curletts to Annex section is at an early stage, so there may be risks associated with property purchase, structural design, CPTED, consents, etc. This may impact on cost and time to complete the design
- 6.4 Delays to the completion or approval of the design of the Curletts to Annex section may result in the construction works not being delivered concurrently with the Three Waters and other Transport works. This may lead to poor public perception and cost increases.

## Legal Considerations Ngā Hīraunga ā-Ture

- 6.5 Statutory and/or delegated authority to undertake proposals in the report:
  - 6.5.1 The decision-making authority for all decisions in connection with Metropolitan Significance projects sits with Council. The Waihoro Spreydon-Cashmere-Heathcote Community Board will be kept informed.
- 6.6 Other Legal Implications:
  - 6.6.1 There is no other legal context, issue, or implication relevant to this decision beyond the normal decision-making considerations for the Council under the Local Government Act 2002.

#### Strategy and Policy Considerations Te Whai Kaupapa here

- 6.7 The required decisions:
  - 6.7.1 Align with the Christchurch City Council's Strategic Framework...
  - 6.7.2 The decisions in this report are of medium significance based on the Christchurch City Council's Significance and Engagement Policy. The level of significance was determined by the level of community interest in PT infrastructure and the number of areas impacted by the future PT projects.
  - 6.7.3 Are consistent with Council's Plans and Policies. Christchurch Transport Strategic Plan.
- 6.8 This report supports the <u>Council's Long Term Plan (2024 2034)</u>:
- 6.9 Transport
  - 6.9.1 Activity: Transport
    - Level of Service: 10.0.2 Increase the share of non-car modes in daily trips >=37%
       of trips undertaken by non-car modes
    - Level of Service: 10.0.41 Reduce emissions and greenhouse gases related to transport - <=1.00 million tonnes of CO2 equivalents</li>
    - Level of Service: 10.4.1 More people are choosing to travel by public transport >=14 million trips per year
    - Level of Service: 10.4.4 Improve customer satisfaction with public transport facilities (quality of bus stops and bus priority measures) ->=73%



- Level of Service: 10.5.2 Improve the perception (resident satisfaction) that
   Christchurch is a cycling friendly city >=67%
- Level of Service: 10.5.42 Increase the infrastructure provision for active and public modes >= 635 kilometres (total combined length)

## Community Impacts and Views Ngā Mariu ā-Hāpori

- 6.10 The community were given the opportunity to provide their views on the projects as part of the Hearings Panel process.
- 6.11 Targeted consultation was undertaken with those directly impacted by minor changes following the Detailed Design Safety Audit.
- 6.12 The decision affects the following wards/Community Board areas:
  - 6.12.1 As the works are on bus route 7 and affect reliability of that route, it is likely residents in more than one ward in the city will be affected by the changes.
  - 6.12.2 Waihoro Spreydon-Cashmere-Heathcote Community Board is directly impacted by this project.

## Impact on Mana Whenua Ngā Whai Take Mana Whenua

- 6.13 The decisions may involve a significant decision in relation to ancestral land, a body of water or other elements of intrinsic value
  - 6.13.1 The concept design shown in Attachment B requires a bridging structure over the Ōpāwaho-Heathcote River north-west of the intersection of Lincoln Road and Annex Road, that may impact on Mana Whenua, their culture, and traditions.
  - 6.13.2 As this option has only been assessed for property impacts and engineering feasibility at this stage, these discussions have not yet taken place. If Council is supportive of the option in principle then staff will work with the Rūnanga to understand impacts.

### Climate Change Impact Considerations Ngā Whai Whakaaro mā te Āhuarangi

- 6.13 The decisions in this report are likely to:
  - 6.13.1 Contribute neutrally to the impacts of climate change.
  - 6.13.2 Contribute positively to emissions reductions.
- 6.14 The decisions do not have direct climate change impact considerations, however increasing use of passenger transport will assist with the reduction in vehicle trips and total CO2 emissions which assist with Council meetings its CO2 reduction targets.

## 7. Next Steps Ngā Mahinga ā-muri

- 7.1 If the recommendations are accepted, staff will commence the procurement process for construction services as a combined project with the Three Waters team, with a view to commencing construction in the first quarter of 2026.
- 7.2 Staff will undertake detailed design, property negotiation and any necessary localised consultation for the Curletts to Annex section, before reporting back to Council.



# Attachments Ngā Tāpirihanga

No.	Title	Reference	Page
A 🗓 🖺	Attachment A Option 1 Resolutions Plan Lincoln Road Passenger Transport Improvements Stage 2B (Annex Road to Wrights Road /Lyttelton Street) TG146602	25/1690599	46
B J. Habb	Attachment B Option 1 Indicative Scheme Design for Further Investigation RD3800S116	25/1690651	48
C 🛈 🖫	Attachment C Option 2 Resolutions Plan Lincoln Road Passenger Transport Improvements Stage 2B (Curletts to Wrights) TG146601	25/1532074	49

In addition to the attached documents, the following background information is available:

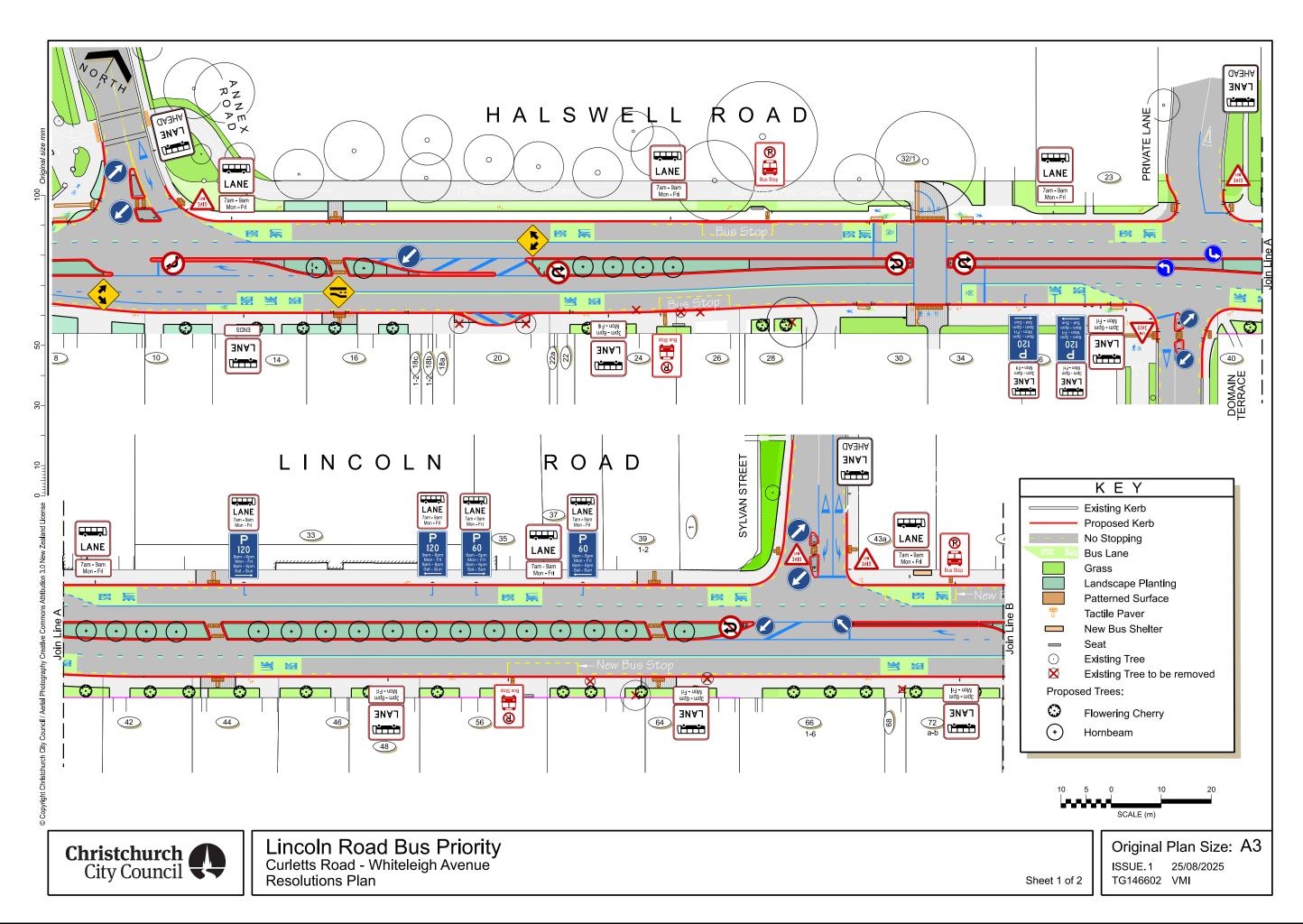
Document Name – Location / File Link	
Not applicable	

# Signatories Ngā Kaiwaitohu

Authors	Katie Smith - Project Manager	
	Jenny Rankin - Senior Project Manager	
	Sharon O'Neill - Programme Manager Transport Capital Programme	
Approved By	Jacob Bradbury - Manager Planning & Delivery Transport	
	Tiffany Su - Finance Advisor	
	Lynette Ellis - Head of Transport & Waste Management	
	Brent Smith - General Manager City Infrastructure	

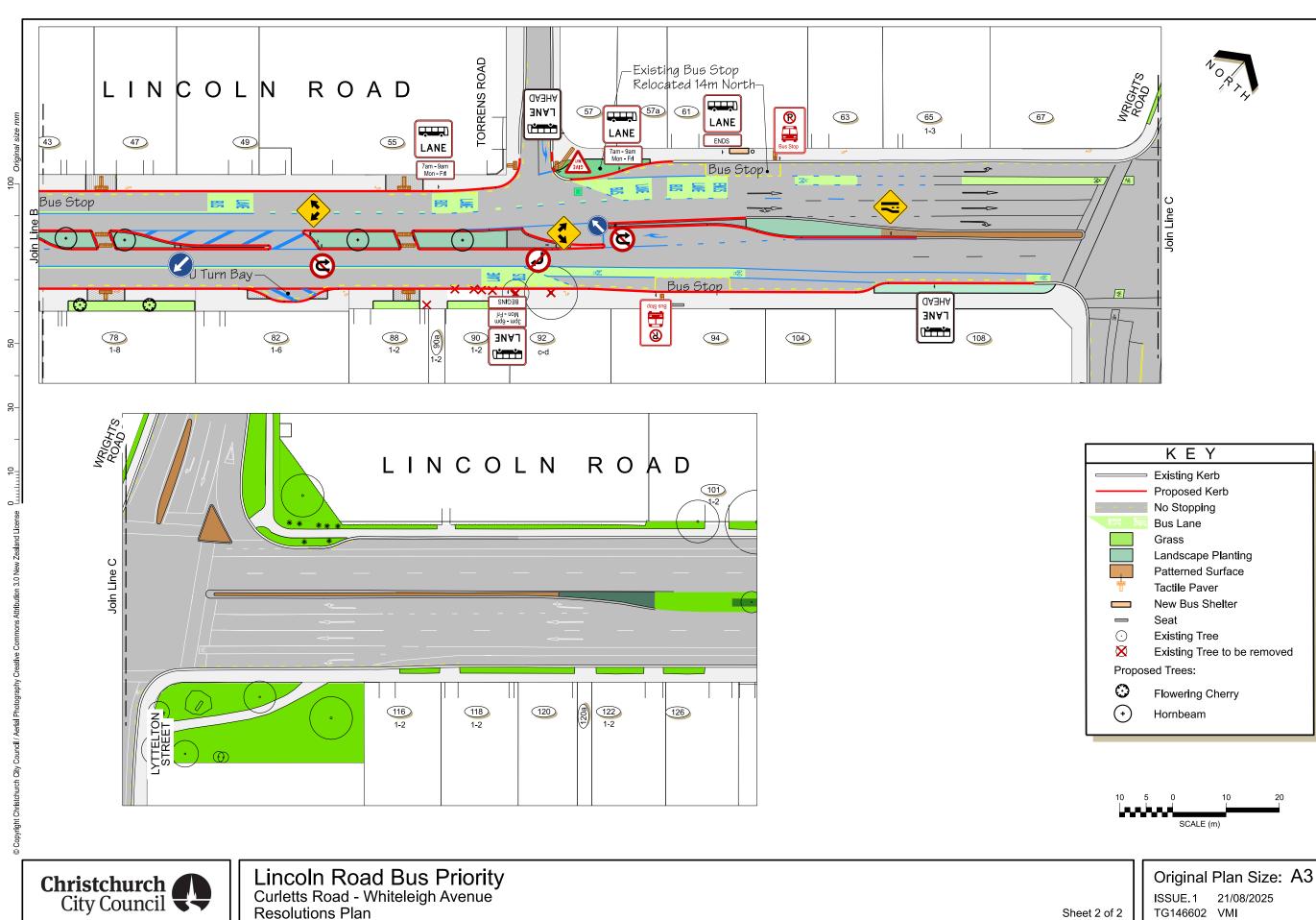
Item 7





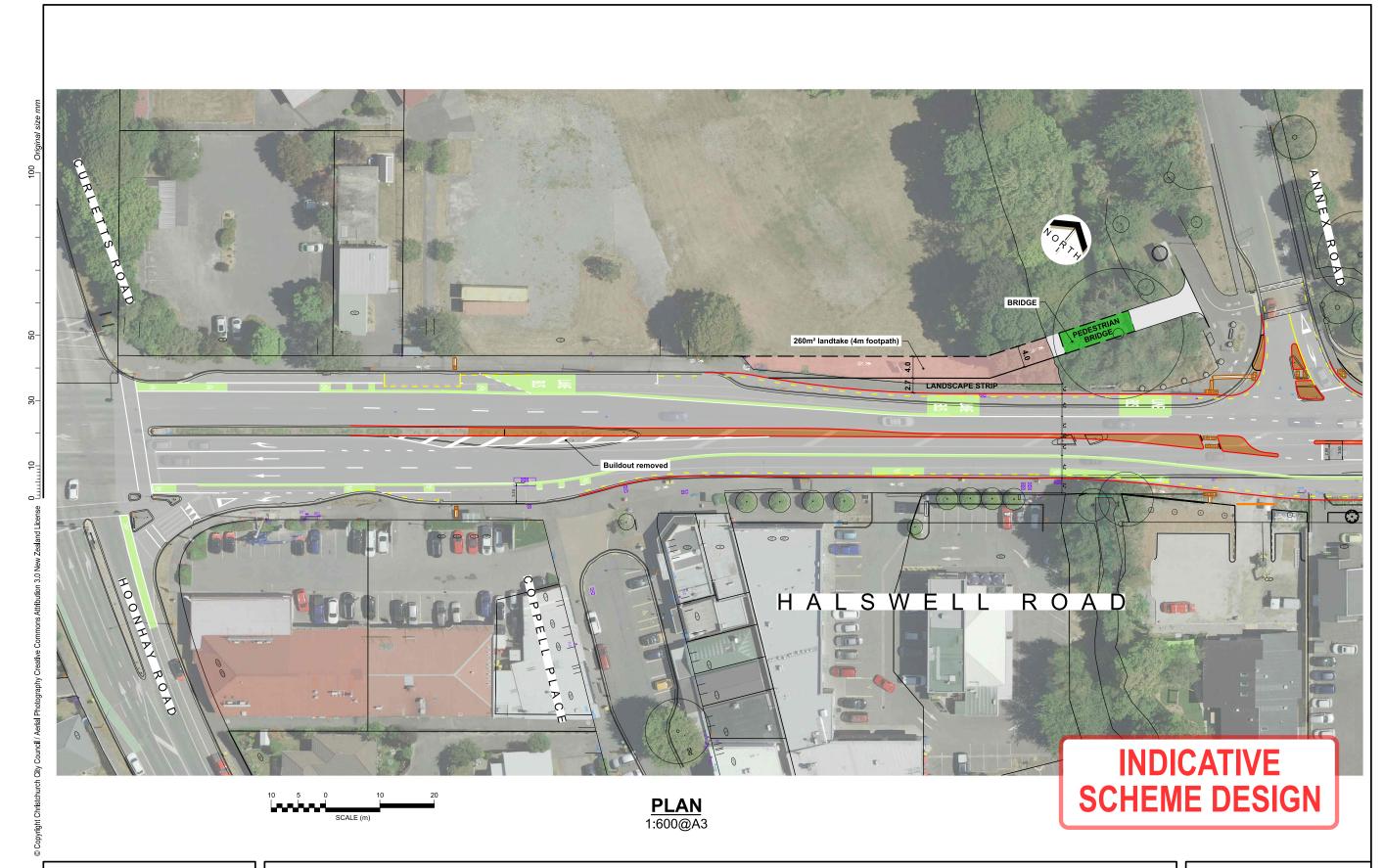
Item No.: 7





Item No.: 7

**Attachment B** 



Christchurch City Council

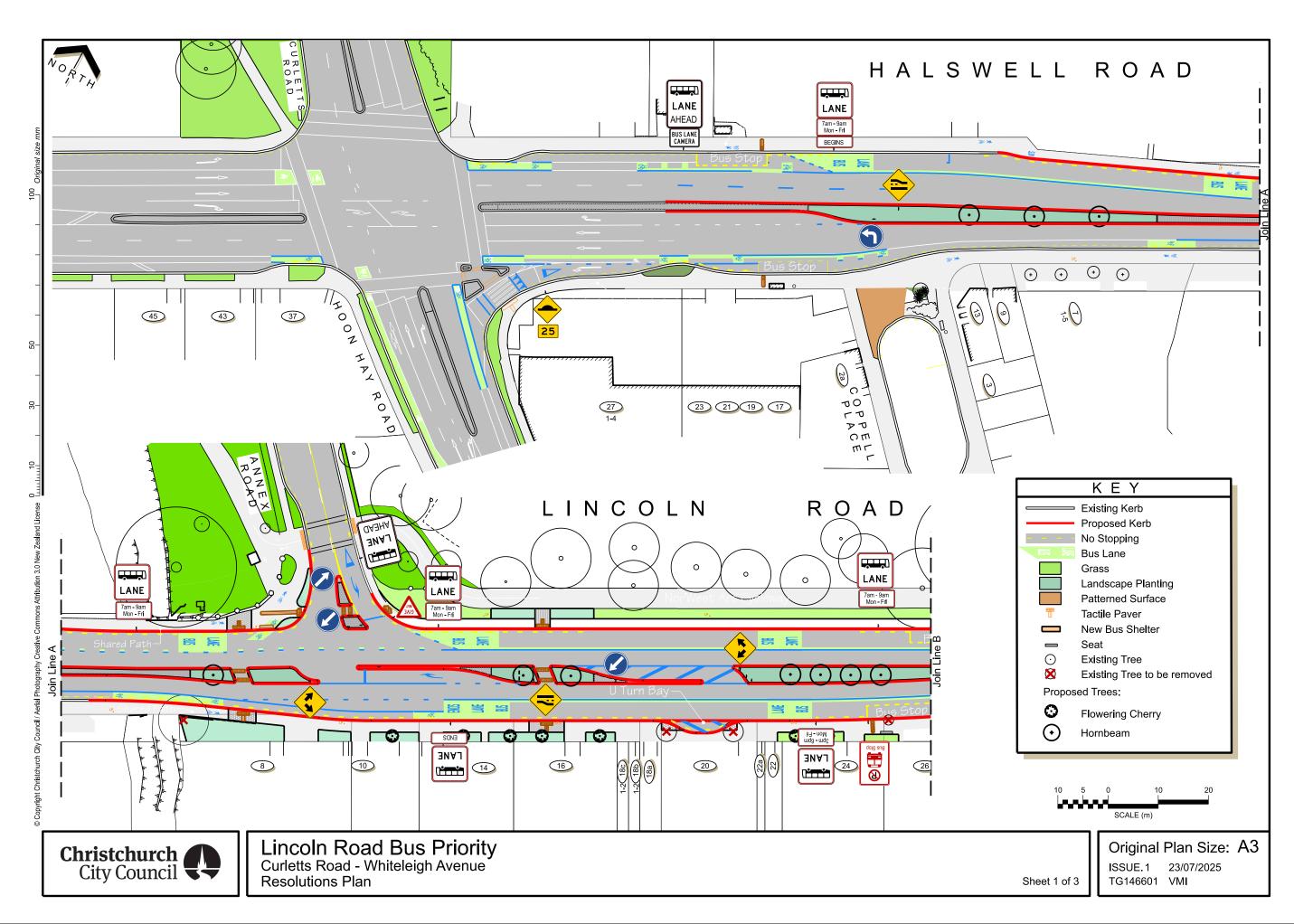
Halswell Road (Curletts Road - Annex Road)
Indicative plan for further Investigation For Information

Original Plan Size: A3

Drawn: MJR Issue 1 21/08/2025

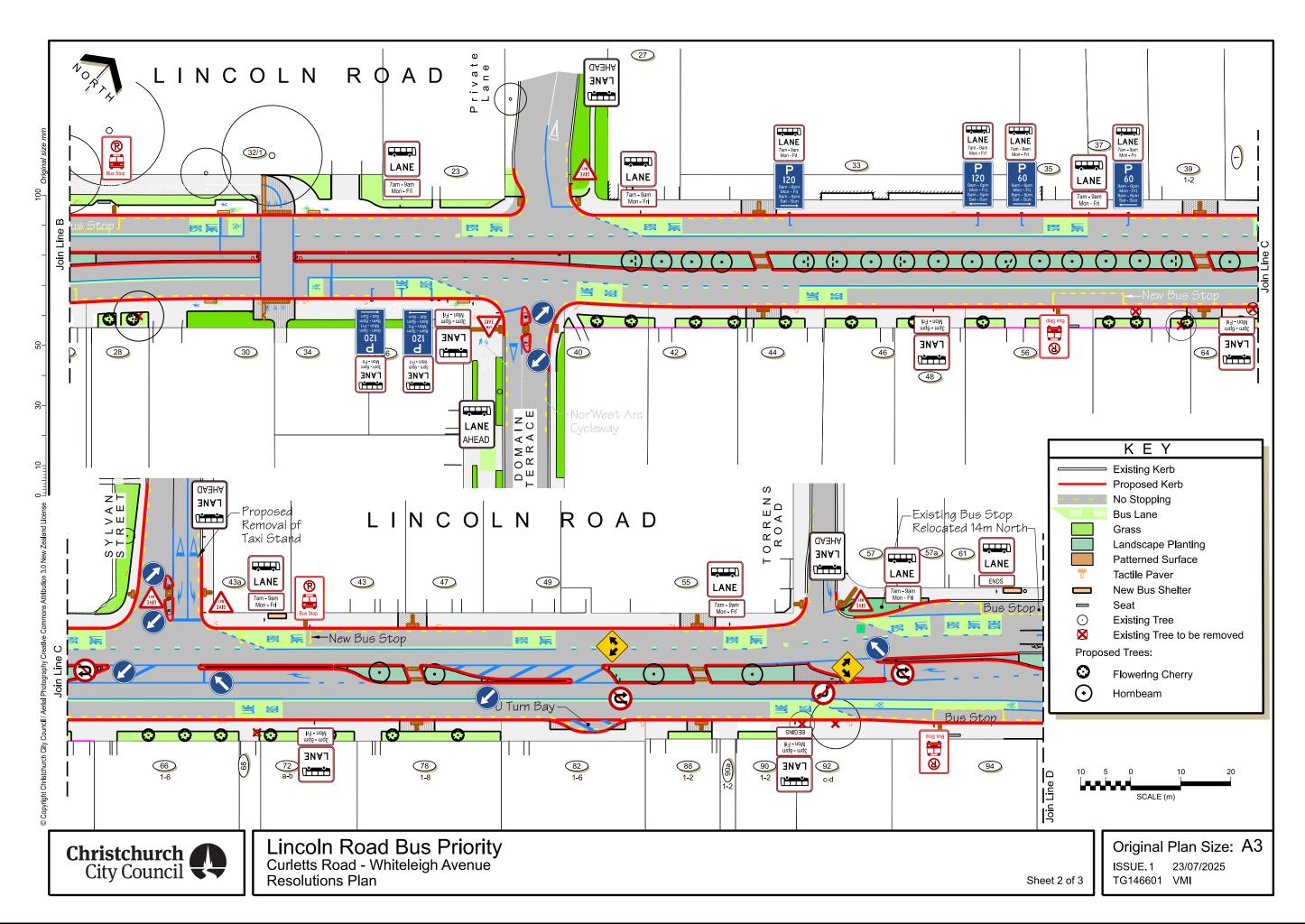
Drawing:RD3800S16 Project



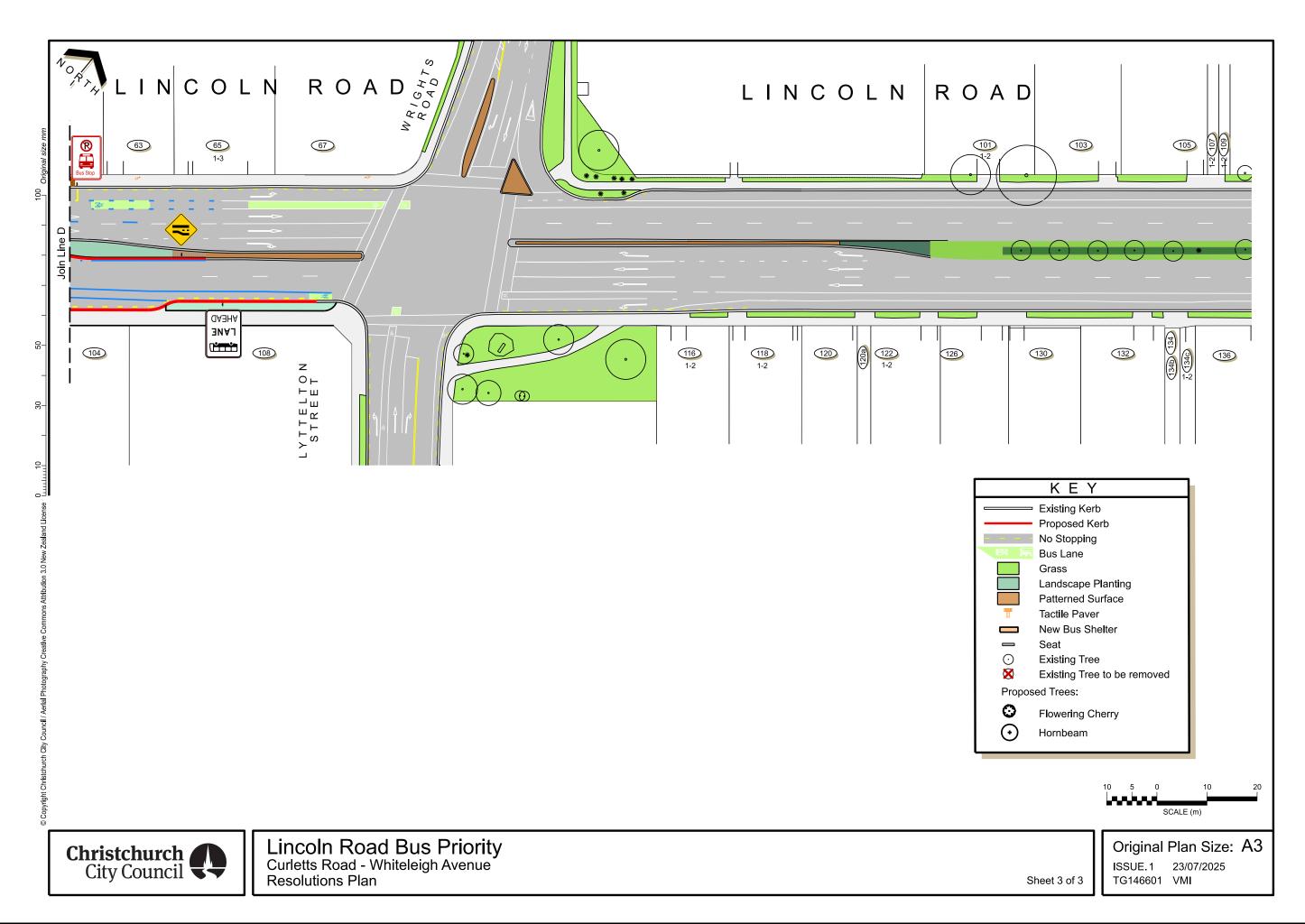


Item 7











# 8. New Footpaths Programme

Reference Te Tohutoro: 25/1520048

Responsible Officer(s) Te
Andy Milne, Team Leader Asset Planning

Pou Matua: Jacob Bradbury - Manager Planning & Delivery Transport

Accountable ELT

Member Pouwhakarae:

Brent Smith, General Manager City Infrastructure

## 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 The purpose of this report is to seek the Council's approval of the logic and prioritisation of the New Footpaths Programme.
  - 1.1.1 Staff are also seeking Council's approval to draw down for delivery those planned for delivery within the current LTP period (FY25-FY27).
- 1.2 The report follows from a Council Workshop held on 15 July 2025 to brief elected members on the new programme and the prioritisation methodology.
  - 1.2.1 A Memo was then sent to Community Boards, asking for feedback. This has been considered.

# 2. Officer Recommendations Ngā Tūtohu

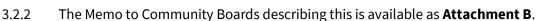
That the Council:

- 1. Receives the information in the New Footpaths Programme report.
- 2. Notes that the decision in this report is assessed as medium significance based on the Christchurch City Council's Significance and Engagement Policy.
- 3. Approves the prioritisation of locations for New Footpaths as shown in **Attachment A** of this report.
- 4. Instructs staff to begin work on delivery of locations 1-19 as shown in **Attachment A** of this report.
- 5. Notes that locations for delivery in FY28-30 will be agreed as part of the next Long-Term Plan.

## 3. Executive Summary Te Whakarāpopoto Matua

- 3.1 The New Footpaths programme was approved as part of the FY24-34 Long Term Plan.
  - 3.1.1 This aimed to address areas with missing footpaths, particularly where new subdivisions had been built, but were not linked to the existing footpath network.
  - 3.1.2 The agreed timeline was for FY25 to be around developing the programme, before moving into delivery from FY26.
- 3.2 A list of candidate sites was gathered from Elected Members, community feedback, staff knowledge, and other sources. Each of these sites was then scored against a set of criteria.
  - 3.2.1 The logic and sites have been presented to the Executive Leadership Team and the Council, and feedback has been sought from Community Boards.

Christchurch City Council



- 3.3 Staff are therefore seeking the Council's approval of the New Footpaths programme for LTP 2024-2034.
  - 3.3.1 **Attachment A** shows the list of sites, prioritised for delivery.
  - 3.3.2 Of this list, staff are seeking approval to start delivery of the top 19 sites in FY26 & FY27.

## 4. Background/Context Te Horopaki

- 4.1 The New Footpaths Programme was included as part of Council's FY24-34 Long Term Plan. While projects to link up some sections of missing footpath have been included in previous Long Term Plans, this was the first time a programme to pro-actively identify, prioritise and deliver new footpath links has been included.
- 4.2 Staff have provided the following information:
  - 4.2.1 A Council Information Session was held on 15 July 2025
    - Agenda: https://christchurch.infocouncil.biz/Open/2025/07/ISCC 20250715 AGN 9968

       AT.PDF
    - Recording: <a href="https://councillive.ccc.govt.nz/meeting/15-07-25-new-footpath-programme/">https://councillive.ccc.govt.nz/meeting/15-07-25-new-footpath-programme/</a>
  - 4.2.2 A Memo was sent to the Community Boards, covering the candidate identification and prioritisation methodology, and addressing questions from the Information Session. To avoid duplication, the Memo to the Community Boards is included here as **Attachment B**.

#### **Community Board Feedback**

- 4.3 A Community Board resolution in relation to a separate project (the Wigram/Hayton intersection project) has resulted in the inclusion of Wigram Road (southside, from new Ngā Puna Wai accessway towards Musgrove Close). This has been ranked as the number 17 project, so is proposed for inclusion within the first tranche.
- 4.4 Feedback on the Programme was sought from the Community Boards. This included a number of candidates that had not previously been ranked. These have now been included in the long list.
  - 4.4.1 Lower Styx Road has not been ranked for delivery in the first tranche
  - 4.4.2 Beach Road (Akaroa) has not been ranked for delivery in the first tranche
- 4.5 The general Community Board feedback has been summarised into the following points with staff responses provided as follows:
  - 4.5.1 Staff were asked to reconsider whether special consideration should be made to routes where there was only one way in and out of a specific community.
    - Staff response: The roading hierarchy and expected levels of service for pedestrians in that environment is a key determinant. The methodology also emphasised latent demand by population density and destinations within a 1km walking catchment. As such a lengthy rural road with few adjacent



residents or destinations is not prioritised as highly as a missing section of footpath in a higher density residential environment.

- 4.5.2 Staff were also asked to include further candidates including those emerging as a result of evolving subdivision and development progress.
  - Staff response: Staff recommendations remain the same in relation to the
    methodology and combination of weightings applied in order to assess and rank
    new footpath candidates for the Long Term Plan. Ongoing network changes are
    accounted for in that any new emerging candidates can and will be captured
    and analysed using the prioritisation assessment process on semi-regular basis
    in order to update the programme accordingly.
- 4.5.3 Staff were asked regarding the sources of potential candidates and the methodology applied for prioritising candidates.
  - Staff response: Potential candidates from all known sources; area engineers, internal and external requests, Long Term Plan and Annual Plan feedback, community boards, and Council resolutions have been collated. All potential candidates were assessed and reviewed using the same multi factorial criteria to determine metropolitan priorities.
  - The type of street within the roading hierarchy, operational speeds and traffic
    volumes together make up the largest percentage weighting for safety.
    Destinations and populations were quantified within the immediate walking
    catchment of the potential candidate to ensure delivery meets the needs of the
    maximum number of users. Deliverability considerations included both
    technical and costing feasibility to ensure the programme best reflects value for
    money delivering maximum benefit per population demand.
- 4.6 Changes to the prioritisation criteria to take account of other factors (eg lack of alternative routes for a community) will take significant time to decide on an appropriate scoring mechanism, gather data, and then score each site.
  - 4.6.1 If the Council provides information on other factors that they would like to be considered these can be investigated and evaluated, and staff will provide more information and an updated prioritisation ahead of the next Long Term Plan.

#### Options Considered Ngā Kōwhiringa Whaiwhakaaro

- 4.7 The following reasonably practicable options were considered and are assessed in this report:
  - 4.7.1 Option One: Approve new footpath programme.
  - 4.7.2 Option Two: <u>Investigate changes to the prioritisation of the programme.</u>
  - 4.7.3 It should be noted that there is an almost unlimited number of options for the Council to select: should Elected Members agree with the prioritisation in general, but believe that a specific location is not adequately assessed, then please advise staff.
- 4.8 The following options were considered but ruled out:
  - 4.8.1 Option Three: <u>Do nothing</u> This was ruled out because the outcome of this option would be not to deliver a project which the Council has approved funding for.

#### **Options Descriptions Ngā Kōwhiringa**

- 4.8.2 **Preferred Option:** Option One: Approve new footpath programme.
- 4.8.3 **Option Description:**



- The Council approves the prioritisation of new footpaths as detailed in **Attachment A** of this report.
- The Council approves the top ranked 19 locations to progress to delivery in the current period.
- Any new emerging candidates can and will be captured and analysed using the
  prioritisation assessment process. This will be used to update the programme
  on a semi-regular basis, to ensure that the highest priority locations are
  approved for delivery. It is expected that the next approval of the delivery
  programme will be incorporated in the Council's next Long Term Plan.

## 4.8.4 Option Advantages

- Allows delivery to progress in the current Financial Year.
- Improves levels of service for walking in line with One Network Framework roading hierarchy expected levels of service and provides a robust evidence based approach to analysing prioritised demand for footpath infrastructure over the duration of the Long Term Plan.
- Flexibility to adjust the program to accommodate new and emerging candidates through the same prioritisation process.

#### 4.8.5 **Option Disadvantages**

- Some locations with particular risks may be ranked low as the prioritisation method does not reflect the specific site conditions
- Does not allow for other factors (eg interim measures, shared facilities) to be considered
- 4.9 **Alternative Option:** Option Two <u>investigate changes to the prioritisation of the programme.</u>

#### 4.9.1 **Option Description:**

- That staff look at changes to the prioritisation, and therefore programme.
- This would likely require a workshop with the Council in the new term, before information is provided in a further report to the Council.

#### 4.9.2 **Option Advantages**

- May ensure that the Council and Community Board wishes for the programme are better served.
- Would provide opportunities for other factors to be considered (eg shared facilities, interim measures, etc).

#### 4.9.3 **Option Disadvantages**

• Further re-assessment of the prioritisation would delay implementation. It is likely that delivery would not start in the current Financial Year.

## 5. Financial Implications Ngā Hīraunga Rauemi Capex/Opex Ngā Utu Whakahaere

	Recommended Option	Option 2 – investigate changes
Cost to Implement	\$20.5M over 10 years	\$20.5M over 10 years
		However, implementation will be
		delayed by 6 months or more and



		will mean that few (if any) projects will start delivery in the FY26 financial year.
Maintenance/Ongoing	No significant maintenance costs in	No significant maintenance costs in
Costs	the first three years	the first three years
Funding Source	CPMS 75051 Programme – New	CPMS 75051 Programme – New
	Footpaths (LTP 2024-2034)	Footpaths (LTP 2024-2034)
Funding Availability	Yes	Yes
Impact on Rates	Within existing budgets	Within existing budgets

## 6. Considerations Ngā Whai Whakaaro

## Risks and Mitigations Ngā Mōrearea me ngā Whakamātautau

- 6.1 All usual design and construction risks apply.
- 6.2 The specific designs proposed in each location will remain subject to public consultation and approvals through the delegated body (typically the relevant Community Board(s)).

### Legal Considerations Ngā Hīraunga ā-Ture

- 6.3 Statutory and/or delegated authority to undertake proposals in the report:
  - 6.3.1 Decisions relating to approval to progress programme agreed to be funded under LTP can be made by the Council.
  - 6.3.2 The designs for each location will require approval by the delegated body (typically the relevant Community Board).
- 6.4 Other Legal Implications:
  - 6.4.1 There is no legal context, issue, or implication relevant to this decision.

#### Strategy and Policy Considerations Te Whai Kaupapa here

- 6.5 The required decision:
  - 6.5.1 Aligns with the Christchurch City Council's Strategic direction in transport by pursuing the Future Transport Plan's stated intent regarding *Safe and Connected Walking Environments* by ensuring that new housing development have adequate footpath connections with amenities on the wider network.
  - 6.5.2 The recommended programme in this report is assessed as medium significance based on Christchurch City Council's Significance and Engagement Policy. The level of significance was determined by the medium level of impact and medium numbers of people impacted.
  - 6.5.3 The planned programme is consistent with Council's Plans and Policies regarding active travel and required levels of service. This report supports;
    - The Strategic Transport Plan's objectives for safe and connected walking environments.
    - Transport.
    - Activity: Transport



• Level of Service: 16.0.10 Maintain the perception (resident satisfaction) that Christchurch is a walking friendly city - >=85% resident satisfaction.

### Community Impacts and Views Ngā Mariu ā-Hāpori

- 6.6 Considered throughout the process of developing the New Footpaths Programme. Further community engagement on specific projects arising from the program will happen on a project by project basis as these individual projects progress through the design, consultation and approval processes.
- 6.7 The decision affects the metropolitan area of Christchurch.
- 6.8 The Community Boards have been consulted regarding proposed candidates and given feedback on draft programme.

## Impact on Mana Whenua Ngā Whai Take Mana Whenua

- 6.9 The decision does not involve a significant decision in relation to ancestral land, a body of water or other elements of intrinsic value, therefore this decision does not specifically impact Mana Whenua, their culture, and traditions.
- 6.10 The decision does not involve a matter of interest to Mana Whenua and will not impact on our agreed partnership priorities with Ngā Papatipu Rūnanga. The facilities proposed under this programme are to be provided within the existing roading network.

### Climate Change Impact Considerations Ngā Whai Whakaaro mā te Āhuarangi

- 6.11 The decisions in this report are likely to:
  - 6.11.1 Contribute neutrally to adaptation to the impacts of climate change.
  - 6.11.2 Contribute positively to emissions reductions.
- 6.12 The delivery of the programme recommended in this report will contribute to emissions reductions with the potential to increase active modes for short trips by improving connectivity and levels of service in the walking network.

## 7. Next Steps Ngā Mahinga ā-muri

- 7.1 Council approval of the recommended programme ensures this can go on to the delivery stage within the LTP first 3 years (FY25-27), with \$17 million to deliver in the remaining 7 years (FY28-34).
- 7.2 The programme will be reviewed semi-regularly in order to capture changes to the transport network, changes due to ongoing development and any other new information which comes to light. This will allow Council to decide on the next priorities for delivery.



# Attachments Ngā Tāpirihanga

No.	Title	Reference	Page
A 🗓	Proposed New Footpath Programme for Approval	25/1720697	60
В <u>Л</u>	Memo to Community Boards - New Footpaths Programme - 7 August 2025	25/1411056	69

In addition to the attached documents, the following background information is available:

Document Name – Location / File Link
Not applicable

# Signatories Ngā Kaiwaitohu

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	Peter Rodgers - Transport Network Planner						
Approved By	Jacob Bradbury - Manager Planning & Delivery Transport						
	Lynette Ellis - Head of Transport & Waste Management						
	Brent Smith - General Manager City Infrastructure						



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
1	25-27	Bus Stop 15576 Outside 800 Ferry Road	Very high risk	High	Low difficulty	High risk due to 18,000 vehicles per day and speed limit of 50 km/h. Above average number of destinations including; school, health facility, open space, supermarket, retirement village	
2	25-27	Birmingham Drive (Craft Place to Hands Road)	Very high risk	Low	Low difficulty	High male decade 4F FOO cabials a new day.	This project (and all subsequent projects) Increased rank as two Sparks Road projects previously ranked 2 and 3 were re-assessed and found to be part of an existing project
3	25-27	Main South Road (Canterbury St to opposite Garvins Rd)	Very high risk	Low	Low difficulty	High risk due to 17,800 vehicles per day and speed limit of 60km/hr. Low number of local destinations but several bus stops.	
4	25-27	Springs Road (Halswell Junction Rd to Boston Ave)	Very high risk	Medium	Medium difficulty	High risk due to 16,000 vehicles per day and speed limit of 60km/hr. Destinations include two schools, open space and a high number of bus stops	
5	25-27	Awatea Road 1 (Wilmers Rd to Owaka Rd)	High risk	Very high	Low difficulty	Medium-high risk due to 7,600 vehicles per day and speed limit of 50km/hr. Destinations include two schools, open space and a very high number of bus stops	
6	25-27	Awatea Road 2 (Owaka Rd to Barbara Joan Rd)	High risk	Very high	Low difficulty	Medium-high risk due to 12,000 vehicles per day and speed limit of 60km/hr. Destinations include two schools, open space and a very high number of bus stops	
7	25-27	Gardiners Road 1 (111 Gardiners Rd to Claridges Rd)	Very high risk	High	High difficulty	High risk due to 7,800 vehicles per day and speed limit of 60km/hr. Average number of local destinations including two schools, open space, and bus stops	



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
8	25-27	Waimairi Road (opposite 281 Waimairi Rd to 262 Waimairi Rd)	Very high risk	Very high	Very high difficulty	High risk due to 18,200 vehicles per day and speed limit of 50km/hr. Destinations include two schools and a high number of bus stops	
9	25-27	Bus Stop 42148 Opposite 160 Port Hills Road	High risk	High	Low difficulty	Medium-high risk due to 5,600 vehicles per day and speed limit of 50 km/h. Average number of destinations including; school, open space and several bus stops	
10		Wakefield Avenue (Nayland St to opposite #37 Wakefield)	High risk	High	Low difficulty	Medium-high risk due to 3,300 vehicles per day and speed limit of 50km/h	
11	25-27	Hills Road (Innes Rd to East Ellington Dr)	Medium	Very high	Very low difficulty	Medium risk due to 3,200 vehicles per day and speed limit of 50km/hr. High number of local destinations including three schools, health facility, open space, and very high number of bus stops	
12	25-27	Sawyers Arms Road (411 Sawyers Arms Rd to Waimakariri Rd)	High risk	High	Medium difficulty	Medium-high due to 11,800 vehicles per day and speed limit of 60km/hr	
13	25-27	Linwood Ave/2A Buckleys Road south-east bound lane (Buckleys Ave to Cranley St)	High risk	High	Medium difficulty	McDonalds has one existing footpath,	Moved up in rank as difficulty was re- assessed as Medium (Previously Very high)
14	25-27	McCormacks Bay Road (Main Rd to #1 McCormacks Bay Rd)	Medium	High	Very low difficulty	Medium risk due to 3,400 vehicles per day and speed limit of 50 km/h. Average number of local destinations including health facility, open space, and bus stops	



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
15	25-27	Main Road (Close to Church Lane, Allendale)	High risk	Medium	Medium difficulty	Medium-high risk due to 4,600 vehicles per day and speed limit of 50km/h. Destination; open space and no bus stops	
16	25-27	Wilmers Road (Awatea Rd to Springs Rd	Medium	Very high	Low difficulty	Medium-high risk due to 7,600 vehicles per day and speed limit of 50km/hr. Destinations include two schools, open space and and a very high number of bus stops	
17	25-27	Wigram Road (Nga Puna Wai to Musgrove Close)	High risk	Low	Medium difficulty	D	New addition, assessed and ranked as #17
18	25-27	Steadman Road (Retirement Village to Carmen Rd)	Medium	High	Low difficulty	Medium risk due to 3,500 vehicles per day and speed limit of 50km/hr. Destinations include open space and several bus stops	
19	25-27	Cashmere Road 1 (Leistrella Rd - Hendersons Rd)	High risk	High	Very high difficulty	Medium-high risk due to 10,000 vehicles per day and speed limit of 50km/hr.  Destinations include an early learning centre and medium number of bus stops.  Limited destinations, access to ELC available on south side.	
20	28+	Jamell Place (Avonhead to end of street)	Low risk	Very high	Very low difficulty	Low-medium risk due to 90 vehicles per day and speed limit of 50 km/hr. Destinations are school and after school and a high number of bus stops	
21	28+	Gardiners Road 3 (Wilkinsons Rd to 290 Gardiners Rd)	High risk	Low	High difficulty	Medium-high risk due to 4,000 vehicles per day and speed limit of 50km/hr. Low number of local destinations; open space and bus stops	



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
22	28+	Cashmere Road 3 (424 Cashmere Rd to 486 Cashmere Rd)	High risk	Medium	Very high difficulty	Medium-high risk due to 2,000 vehicles per day and speed limit of 60km/hr. Destinations are limited to open space and bus stops	
23	28+	Treffers Road (Packhouse Road to Wigram Road)	Medium	Low	Low difficulty	Medium risk due to 4,900 vehicles per day and speed limit of 50km/hr. Destinations limited to a few bus stops	
24	28+	Hendersons Road (shoulder to Cashmere Road)	High risk	Medium	Very high difficulty	Medium-high risk due to 6,800 vehicles per day and speed limit of 50km/hr. Destinations include open space and several bus stops	
25	28+	Poranui Beach Road (unsealed paths) (SH75 to Birdlings Flat Beach)	Medium	Very low	Low difficulty	Medium due to low numbers of vehicles per day and speed limit of 60 km/h	
26	28+	Cashmere Road 2 (Hendersons Rd - 424 Cashmere Rd)	Medium	Medium	High difficulty	Medium risk due to 2,600 vehicles per day and speed limit of 50km/hr. Destinations include an early learning centre and medium number of bus stops. Destinations are limited to open space and bus stops	
27	28+	Marine Drive, (Bayview Rd to Black Pt Rd), Charteris Bay	Medium	Medium	High difficulty	Medium risk due to 2,200 vehicles per day and speed limit of 50km/h	
28	28+	Cresswell Avenue (Governors Bay), whole length	Low risk	Medium	Low difficulty	Low-medium risk due to 35 vehicles per day and speed limit of 50 km/hr. Destinations are school and open space	
29	28+	Bus Stop 36385 Opposite 30 St Andrew's Hill Road (The Brae to Marama Cres)	Medium	High	Very high difficulty	Medium risk due to 2,700 vehicles per day and speed limit of 50km/h	



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
30	28+	Prospect Place (Provincial Rd to Foden Ln)	Low risk	Medium	Low difficulty	Culdesac constructed through subdivision consent and was consented with footpath on one side only, does not directly link places apart from a small number of properties, would require removal of some garden areas within the road reserve	Decreased in rank as criteria re- assessed - see also comment column
31	28+	Gardiners Road 2 (Claridges Rd to Wilkinsons Rd)	Medium	Low	High difficulty	Medium risk due to 6,100 vehicles per day and speed limit of 60km/hr. Low number of local destinations; open space and bus stops	
32	28+	Ngatea Road (between Marine Dr and #6 Ngatea Rd)	Low risk	High	Medium difficulty	Low-medium risk due to 2,200 vehicles per day and speed limit of 50km/hr. Destinations include a school and pre school, open space but no bus stops	
33	28+	Cashmere 5 (Kitcheners Knoll - Sutherlands Rd)	Medium	Medium	Very high difficulty	Medium risk due to 1,500 vehicles per day and speed limit of 60 km/hr. Destinations are limited to open space and no bus stops	
34	28+	Cashmere 6 (Sutherlands Rd to Halswell Quarry carpark)	Medium	Medium	Very high difficulty	Medium risk due to 2,200 vehicles per day and speed limit of 60 km/hr. Destinations are limited to open space and no bus stops	
35	28+	Vickerys Road 1 (Smyes Rd to Washbournes Rd)	Medium	Medium	Very high difficulty	Medium risk due to 2,300 vehicles per day and speed limit of 50 km/hr. Destinations are limited to open space and bus stops	
36	28+	Lower Styx Road (Te Korari St - Marshlands Rd)	Low risk	Low	Low difficulty	Low-medium risk due to 2,700 vehicles per day and speed limit of 60km/hr. Destinations include open space and bus stops	
37	28+	Summit Road (Harry Ell link to Sign of Kiwi)	Medium	Very low	High difficulty	Low risk due to 520 vehicles per day and speed limit of 60km/h	



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
38	28+	Governors Bay Road (Close to Sandy Beach Road)	Low risk	Medium	Medium difficulty	Low-medium risk due to 1,500 vehicles per day and speed limit of 50km/hr. Destinations include open space and one bus stop	
39	28+	Palatine Terrace (Buxton Terrace to 68 Palatine Terrace)	Low risk	Very high	Very high difficulty	Current path goes along riverbank and is unsealed, option to investigate localised narrowing of road carriageway to have sealed footpath within road reserve	
40	28+	Lower Styx Road (Heyders - Marshlands Rd) 2	Medium	Very low	Very high difficulty		included and assessed following July feedback
41	28+	Lower Styx Road (Heyders Rd to Lagoon Rd) 5	Medium	Very low	Very high difficulty		included and assessed following July feedback
42	28+	Boonwood Close / Cashmere	Low risk	High	Very high difficulty	Low-medium risk due to 90 vehicles per day and speed limit of 50km/hr. Destinations include a school and pre school, open space but no bus stops	
43	28+	Governors Bay Road (Kaikomako Pl to Marriners Cove)	Very low risk	High	Medium difficulty	Low risk due to 1,500 vehicles per day and speed limit of 50km/hr. Destinations include open space and a couple of bus stops	
44	28+	Vickerys Road 2 (Washbournes Rd to Lodestar Avenue)	Low risk	Medium	Very high difficulty	Low-medium risk due to 700 vehicles per day and speed limit of 50 km/hr. Destinations are limited to open space and bus stops	
45	28+	Waipapa Avenue (Purau Ave to 28 Waipapa Ave)	Low risk	Medium	Very high difficulty	Low-medium risk due to 600 vehicles per day and speed limit of 50km/hr. Destinations include health facility, open space, and bus stops	
46	28+	Cashmere Road 4 (486 Cashmere Rd to Kitcheners Knoll Rd)	Low risk	Low	Very high difficulty	Low-medium risk due to 2,200 vehicles per day and speed limit of 60km/hr. Destinations are limited to open space and no bus stops	



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
47	28+	Lower Styx Road (Heyders - Marshlands Rd) 4	Low risk	Very low	Very high difficulty		included and assessed following July feedback
48	28+	Lower Styx Road (Heyders Rd to Lagoon Rd) 2	Low risk	Very low	Very high difficulty		included and assessed following July feedback
49	28+	Lower Styx Road (Heyders Rd to Lagoon Rd) 4	Low risk	Very low	Very high difficulty		included and assessed following July feedback
50	28+	Heyders Road (100 Heyders Rd - 150 Heyders Rd)	Very low risk	Very low	Medium difficulty	Low risk due to 210 vehicles per day and speed limit of 30km/hr (stopping place). No destinations	
51	28+	Kainga Road (74 Kainga Rd - 184 Kainga Rd)	Very low risk	Very low	Medium difficulty	Low risk due to 2,140 vehicles per day and speed limit of 50km/hr. Destinations include open space no bus stops	
52	28+	Governors Bay Road (Omaru Rd to Rapaki Dr)	Very low risk	Very low	Medium difficulty	Low risk due to 1,500 vehicles per day and speed limit of 50km/hr. Destinations include open space and one bus stop	
53	28+	Beach Road, Akaroa (line marking on road only)	Very low risk	Low	High difficulty	Low risk due to 3,300 vehicles per day and speed limit of 30 km/h	
54	28+	Pikes Track (Kainga Rd to end of street)	Very low risk	Very low	Very high difficulty	Low risk due to 20 vehicles per day and speed limit of 50km/hr. Destinations include open space no bus stops	
55	28+	Gillespies Road (Kainga Rd to end of street)	Very low risk	Very low	Very high difficulty	Low risk due to 15 vehicles per day and speed limit of 50km/hr. Destinations include open space no bus stops	
56	28+	Savage Street (Kainga Rd to end of street)	Very low risk	Very low	Very high difficulty	Low risk due to 80 vehicles per day and speed limit of 50km/hr. Destinations include open space no bus stops	
57	28+	Lower Styx Road (Heyders Rd to Lagoon Rd) 1	Very low risk	Very low	Very high difficulty		included and assessed following July feedback
58	28+	Lower Styx Road (Heyders Rd to Lagoon Rd) 3	Very low risk	Very low	Very high difficulty		included and assessed following July feedback



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
59		Sparks Road 1 (368 Sparks Road to Sutherlands Road)	Very high risk	High	Happening/program med	High risk due to 11,600 vehicles per day and speed limit of 60km/hr. Destinations include open space and a low number of bus stops	reduced priority as this was re- assessed as happening/programmed and so dropped down
60		Sparks Road 3 (Macartney Avenue to 478 Sparks Rd)	Very high risk	High	Happening/program med	motado amos comocio ama a mgm nambor cr	reduced priority as this was re- assessed as happening/programmed and so dropped down
61		Radcliffe Road 2 (railway to Blakes Rd)	Very high risk	High	Happening/program med		
62		Main South Road outside Woolworths and across Carmen road to the Hornby Hub	Very high risk	High	Happening/program med	A footpath in this location is dependent upon an upgrade to the NZTA intersection (Carmen/Main South) to include pedestrian crossings and a pedestrian crossing over the railway.	
63		Sparks Road 2 (Sutherlands Rd to Macartney Ave)	Very high risk	High	Developer	High risk due to 11,600 vehicles per day and speed limit of 60km/hr. Destinations include open space and a low number of bus stops	
64		Mairehau Rd 1 (Concord Pl and Aviemore Dr)	Very high risk	High	Developer		
65		Mairehau Road (Marshland Rd to Prestons Park Dr)	High risk	High	Happening/program med		
66		Prestons Road (Retirement Village to Mills Rd)	High risk	High	Developer		
67		Johns Road (Groynes Dr to opposite 66 Johns Rd)	High risk	High	Developer		
68		Mairehau Road 2 (Aviemore Dr and Prestons Park Dr)	High risk	High	Developer		
69		Radcliffe Road 1 (Main North Rd to railway)	Medium	High	Happening/program med		



Rank	Indicative Delivery FY period	Location	Safety	Population and destinations	Deliverability Complexity	Comment	Change from July Draft
70		Sabys Road 1 (Quaifes Rd - Candys Rd)	High risk	Medium	Developer		
71		Sabys Road 2 (Candys Rd – Trices Rd)	High risk	Medium	Developer		
72		Kennedys Bush Road (Entrance to Halswell Quarry Parking to Cashmere Road). May be under construction soon.	Medium	Medium	Happening/program med	Medium risk due to 1,200 vehicles per day and speed limit of 50km/hr. Destinations include three schools, open space and several bus stops	reduced priority as this was re- assessed as happening/programmed and so dropped down
73		Sutherlands Rd (Glendore to Muirhill)	High risk	Low	Developer	High risk due to posted speed limit of 60 km/h. Low number of nearby destinations other than a number of parks.	
74		Quaifes Road 2 (Glengael Dr to Sabys Rd)	Medium	Very high	Developer		
75		Quaifes Road 1 (Murphys Rd to Glengael Drive)	Medium	High	Developer		
76		Milns Road (James Hight Drive to cycleway crossing)	Low risk	High	Developer		
77		Radcliffe Road 3	Medium	Very low	Happening/program med		
78		Purau Ave	Low risk	Low	Happening/program med	Low risk due to 600 veicles per day and speed limit of 50kms/hr	

Christchurch City Council

Memos Christchurch City Council

# Memo

Date: 7 August 2025

From: Trudy Jones, Sustainable Transport Planner

To: Community Boards

Cc: The Mayor, Executive Leadership Team, Lynette Ellis - Head of Transport and

Waste Management

Reference: 25/1411056

# **New Footpaths Programme**

### 1. Purpose of this Memo Te take o tēnei Pānui

- 1.1 This memo is to update board members regarding the new footpath prioritisation process and draft New Footpaths programme (available as **Attachment A**).
- 1.2 This follows from a Council information session held 15th July to brief elected members on the new programme (presentation available as **Attachment B**). This memo also responds to questions raised at the information session, including:
  - 1.2.1 Provide full details of assessment criteria
  - 1.2.2 Details of how works have been identified
  - 1.2.3 How works are likely to be programmed and aligned with other Council works
  - 1.2.4 More clarity regarding the issues with Main South Road and the future area plans.
- 1.3 Staff are seeking feedback from the community boards ahead of taking the programme to Council for final approval to proceed to design and delivery for the sites identified for FY26 & FY27.
  - 1.3.1 Any feedback should be sent to staff through Board Advisors before close of business 18th August. The next steps will then be to process any feedback and present the final programme to full Council within this current term.
- 1.4 The information in this memo is not confidential and can be made public.

#### 2. Update He Pānui

#### **Background**

- 2.1 While new footpaths for some individual sites have been included in previous Long Term Plans, this is the first time funding has been made available to pro-actively identify and deliver new footpath links to connect the existing network
  - 2.1.1 \$20.5m was made available over the Long Term Plan period 2024-2034
    - \$3.5 in the first 3 years (FY25-27)
    - \$17m in the remaining 7 years (FY28-34)

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- 2.1.2 The intent of the programme is considered to be limited to construction of new, permanent footpath sections in areas where it is considered unlikely that it would not be delivered by some other method.
- 2.2 Staff are seeking to approve the list of sites for delivery within the first 3 years of the LTP (FY25-27).
  - 2.2.1 Assuming the prioritisation logic is approved by Council, the sites for the next 3 years (FY28-30) will be identified and agreed as part of the next LTP planning cycle.

#### **Candidate Site Identification**

- 2.3 Staff started by identifying a long list of sites which could be good candidates for a new footpath
  - 2.3.1 Potential candidates were collated from area engineers, internal and external requests, community boards, and Council resolutions. Staff have not kept records of the source of each potential candidate site: even if this had been kept it may not be instructive, as in many cases sites have been raised through multiple sources.
  - 2.3.2 The following situations have been excluded from consideration, as they are not considered to be in line with the intent of the programme, or would not offer value for money:
    - Maintenance of existing assets
    - Provision of shared facilities
    - Sites that are already on Council's capital programme
    - Sites that are expected to have frontage footpaths installed within 5 years as part of developments
    - Interim solutions: unsealed or other solutions with a short asset life
    - Pedestrian crossings or other infrastructure not directly associated with the construction of new footpaths

#### **Assessment & Prioritisation of Candidates**

- 2.4 In order to optimise the spend and ensure that limited resources are allocated effectively, a method was developed to score and rank candidate sites.
  - 2.4.1 The scoring mechanism attempted to answer three key questions:
    - How is community safety impacted by the lack of a footpath?
    - What is the likely demand and need for a footpath in that location?
    - Project feasibility: how hard and/or expensive it will be to build a footpath?
  - 2.4.2 A number of measures were used to assess each site. The measures mostly use objective, publicly available data sources. This ensures that any additional candidates could be easily ranked against the existing programme in a consistent manner.
  - 2.4.3 Noting that some criteria are considered more important than others, a weighting was then applied to give each candidate site an overall score, and therefore ranking.
- 2.5 The criteria used to assess each footpath segment, with the assigned weighting, are described below:
  - 2.5.1 Safety (risk) 60% Weighting

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This is the highest priority criterion, and attempts to identify segments where walking presents the greatest safety risks. It considers:

- Type of street (e.g. local road or urban connector); The One Network Framework outlines
  the functional hierarchy of the roading network, likely combination of vehicle types and
  associated levels of service for active modes within those roading corridors.
- Operating speeds of vehicles; The posted speeds of the roads are used to gauge the risk to pedestrians in the corridor.
- Traffic volumes; The number of vehicles and associated collective risk is incorporated into this risk assessment

#### 2.5.2 **Population and Destinations** – 15% Weighting

This ensures that population and destination analysis directs investment to areas with greater community need to access facilities by foot. This considers:

- Resident population density within 1km walking catchment of the candidate footpath section as taken from the census data.
- Proximity to key destinations within 1 km; schools, employment areas, supermarket, health facilities, open spaces, retirement villages, and bus stops. Destinations were noted, tallied and a combined destination score given.

#### 2.5.3 **Deliverability** – 25% Weighting

This seeks to ensure that the level of complexity and likely cost is considered when selecting sites. While this is more subjective than many of the other measures, it is based on technical input from engineering staff. Factors that are considered include:

- · Elevation and levels
- Existing kerb and channel
- Stormwater and drainage issues
- Known services along the corridor
- Available corridor width
- Proximity to streams
- Other constraints
- 2.6 In regard to the 'other constraints', for many of the candidates this included consideration of design and engineering challenges. For some candidates other delivery constraints involved interagency and other infrastructure dependencies to assist in the next stage of programme design.

#### **Next Steps**

- 2.7 Once the individual sites have been confirmed and scheme designed completed, as with any Council capital projects all endeavours will be made to co-ordinate with any other roading, parks or other projects in the vicinity scheduled by Council or external agencies.
- 2.8 The prioritisation method and resulting programme has been established from a candidate list, through a rigorous, evidence-based approach. As a final step toward Council endorsement of the programme, staff are providing the opportunity for community boards to provide feedback.

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- 2.9 Any feedback should be sent to staff through Board Advisors before close of business 18<sup>th</sup> August. Staff will then process any feedback, make changes as are deemed necessary, and present a recommended programme to Council for approval within this current term.
- 2.10 Once Council approval is received the programme will be assigned to project managers where the programme will proceed to design and delivery stage. As part of the normal delivery process the board will be invited to exercise their delegated authority in approving changes. It is anticipated, based on early rough cost estimates and board approval, that 15 candidates could be delivered within the first 2 years (FY26-27).

#### Main South Road, Hornby

- 2.11 Staff have recommended not including the Main South Road candidate between Woolworths and the Hub, Hornby and have therefore specifically excluded this from the prioritisation at this time.
  - 2.11.1 This has an extremely high level of complexity (and likely cost) due to the complex interface with KiwiRail and NZTA, and property issues. It is likely that it will create significant controversy due to impacts on the State Highway caused by changes to traffic signal phasing.
  - 2.11.2 Staff have previously given advice around this during the Annual Plan process. Likely estimate to completion is around 5-10 years and \$5m+, although this has a high level of uncertainty. It may not be possible to install a crossing in this location, due to the interaction with other organisation's assets.
  - 2.11.3 NZTA are leading a review of the form and function of this area, with input from Council staff as part of NZTAs' Hornby Access Investigations noting that this intersection has also been identified as the likely terminus of a future Turn-Up-And-Go service.
  - 2.11.4 There is therefore a high risk that any changes made may not be consistent with the longer-term plans for the area, so a new footpath may not achieve the planned asset life.

#### 3. Conclusion Whakakapinga

- 3.1 This report provides a summary explanation of the prioritisation methodology developed to establish a new footpath programme and provides the prioritised list of candidates. As a final step toward Council endorsement of the programme, staff are providing the opportunity for community boards to provide feedback to staff through Board Advisors before close of business 18<sup>th</sup> August.
- 3.2 The next steps will be to incorporate any feedback to ensure the programme can go to full Council within this current term before proceeding to the design and delivery stage.
- 3.3 Once Council approval is received the programme will be assigned to project managers where the programme will proceed to design and delivery stage. As part of the normal delivery process the board will be invited to exercise their delegated authority in approving changes to the road network.
- 3.4 It is anticipated, based on early rough cost estimates and board approval, that 15 candidates could be delivered within the first 2 years (FY26-27).

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### Attachments Ngā Tāpirihanga

No.	Title	Reference
Α	New Foothpath Prioritised List	25/1552344
В	New Footpaths Prioritisation Method	25/1504524

### Signatories Ngā Kaiwaitohu

Authors	Trudy Jones - Transport Planner Sustainable Transport Andy Milne - Team Leader Asset Planning
Approved By	Jacob Bradbury - Manager Planning & Delivery Transport Lynette Ellis - Head of Transport & Waste Management

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## 9. Plan Change Programme - Plan Stop and Exemptions

**Reference Te Tohutoro:** 25/1466741

Responsible Officer(s) Te

Darren Bridgett, Team Leader City Planning
Sarah Oliver, Team Leader City Planning

Pou Matua: Mark Stevenson, Head of Planning and Consents

Accountable ELT John Higgins, General Manager Strategy, Planning & Regulatory

Member Pouwhakarae: Services

### 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 The purpose of this report is to seek agreement from the Council for seeking exemptions from the bar in the Resource Management Act (RMA) on notifying plan changes.
- 1.2 Recent changes to the RMA prevent notification of plan changes until 31 December 2027 and require councils to withdraw plan changes that have not yet had a hearing, unless exemptions apply (Plan Stop legislation).
- 1.3 Councils can apply to the Minister for an exemption that will allow the Council to notify a plan change or continue with a notified plan change. The Minister can grant an exemption if satisfied that criteria in the RMA are met. This report seeks a Council decision on what, if any, plan changes to seek that exemption for.

### 2. Officer Recommendations Ngā Tūtohu

That the Council:

- 1. Receives the information in the Plan Change Programme Plan Stop and Exemptions Report.
- 2. Notes that the decision in this report is assessed as medium significance based on the Christchurch City Council's Significance and Engagement Policy.
- 3. Agrees to apply under section 80V of the Resource Management Act for the following plan changes to be exempt from section 80P (prohibition against notifying a plan change) and section 80Q (requirement to withdraw a proposed plan change):

#### a. Proposed Plan Change 7

**EITHER** 

i. Proposed Plan Change 7 – Managing Significant Indigenous Vegetation (version as notified).

OR

ii. Proposed Plan Change 7 (Variation) – to further implement the updated National Policy Statement on Indigenous Biodiversity over and above the notified version.

#### b. Proposed Plan Change 20/ Proposed Plan Change on Rezoning

EITHER (Proposed Plan Change 20)

i. Proposed Plan Change 20 – Industrial (all).

AND/OR (Proposed Plan Change on Rezoning)

ii. Proposed Plan Change on Rezoning (all) – District Plan maintenance plan change and specific rezoning requests.



#### OR ONLY (A Combined Plan Change)

- iii. A combined plan change comprising rezoning elements of each of the following plan changes to support housing and/or economic growth: Proposed Plan Change 20 and/ Proposed Plan Change on Rezoning.
- c. **Proposed Plan Change 17** (1 of 3 parts, other parts automatically exempt) Earthworks.
- d. **Proposed Plan Change 21** Central City Noise.
- e. **Proposed Plan Change on Kerrs Reach** (Ōtākaro Avon River Corridor)(Flatwater Sports Hub).
- 4. Delegates authority to the Head of Planning and Consents to prepare and lodge the applications for exemptions authorised by this report and to engage in communication with the Minister regarding the applications.

### 3. Executive Summary Te Whakarāpopoto Matua

- 3.1 In order to continue parts of its plan change programme, the Council needs to determine which of those plan changes not automatically exempt from the Plan Stop legislation it will seek discretionary exemption for.
- 3.2 The RMA requires Council to apply for exemptions within 90 working days from 20 August 2025 Officers have attached an assessment of plan changes against exemption criteria, and broader considerations to inform this decision.
- 3.3 The purpose of the Plan Stop criteria to *ensure that local authorities do not expend resources unnecessarily* is a guiding principle.
- 3.4 Plan changes which are not selected for the discretionary exemption application, or those which are selected but which do not receive exemption, may still be developed with a view to their inclusion in local planning frameworks developed under the reformed Resource Management system expected to commence from 2027 onwards.

### 4. Background/Context Te Horopaki

- 4.1 The Resource Management (Consenting and Other System Changes) Amendment Act 2025 was assented on 20 August 2025. From assent, the Council has 90 working days to withdraw any proposed plan changes that have already been notified unless an automatic exemption applies; the Council has applied for a discretionary exemption; or the Minister for RMA Reform has directed against withdrawal.
- 4.2 Any proposed plan change that has not yet been notified cannot now be notified until 31 December 2027 unless an exemption, automatic or discretionary as agreed by the Minister, applies. Within the same 90 working days the Council must publicly notify the status of its plan changes withdrawn; continuing subject to automatic exemption; discretionary exemption applied for; direction against withdrawal made by the Minister; or continuing subject to exemption granted by the Minister.
- 4.3 The purpose of the Plan Stop legislation is to ensure that local authorities do not expend resources unnecessarily in the period before legislation to replace the RMA comes into force (anticipated around the end of 2026). Bearing that in mind, the Ministry for the Environment advises that the key points in making any application aside from meeting one or more of the discretionary criteria in the Act, are to describe the benefits of acting vs disadvantages of not



- acting, alignment or otherwise of the proposed plan change with broader government policy, and justifying the urgency of a given plan change to continue in that period. The latter point will likely be an acid test in the context of the purpose of Plan Stop.
- 4.4 Given all of this, the Council's proposed plan changes and how they align for exemption purposes (whether an application is required), are as follows for detail of the assessment refer to attachment A:
  - 4.4.1 **Discretionary** to be able to continue/notify these plan changes (or parts of) **we need to apply** for an exemption. (See attachment for exemptions criteria):
    - Plan Change 7 Managing Significant Indigenous Vegetation. Notified, current extension of decision-making timeframe until 30 April 2026.
    - Plan Change 17 (1 of 3 parts) Earthworks. Draft.
    - Plan Change 20 Industrial. Draft.
    - Plan Change 21 Central City Noise. Draft.
    - Plan Change Rezoning. Draft.
    - Plan Change Kerrs Reach (Ōtākaro Avon River Corridor)(Flatwater Sports Hub).
       Draft.
    - Plan Change on Financial Contributions for Tree Canopy Cover.
  - 4.4.2 **Automatic** (for information) these plan changes (or parts of) continue automatically and **we do not need to apply** for an exemption. (See attachment for exemptions criteria):
    - Plan Change 12 Coastal Hazards. This plan change is exempt under the *natural hazards* automatic criterion. Draft.
    - Plan Change 17 (2 of 3 parts) Flood Management Areas, Activities in the Waimakariri Stopbank Setbacks. These parts of the proposed plan change are exempt under the *natural hazards* automatic criterion. Draft.
  - 4.4.3 **Private Plan Changes** (for information): Accepted by Council for processing exempt.
  - 4.4.4 These plan changes can automatically continue:
    - Plan Change 13 Heritage. Plan change heard, recommendations being reported for decision making purposes on 10 September. If the recommendations are adopted, the plan change takes effect and becomes operative if there are no appeals.
    - Plan Change 14 Housing and Business Choice. Some parts operative, final decisions subject to report on 3 September 2025.
- 4.5 Legislation for the next stage of Resource Management reform is awaited and it is expected that this will guide the requirements that the council will be working to from mid/late 2027 onwards. Council will need to be cognisant of this expected switch in determining its interim work programme.

#### Options Considered Ngā Kōwhiringa Whaiwhakaaro

- 4.6 The following reasonably practicable option was considered and is assessed in this report:
  - 4.6.1 A selection of plan changes based on criteria defined in Attachment A.



- 4.6.2 The preferred option is to select some plan changes for an exemption application based on the attached assessment. The alternative is the identification of a different selection of plan changes, for which there are a number of scenarios.
- 4.7 The following options were considered but ruled out:
  - 4.7.1 Do not apply for exemptions.

This is not considered appropriate given the Council's priorities and need to address issues that necessitate an exemption.

4.7.2 Apply for exemptions on all plan changes.

This is not reasonable as an option on the basis that the Minister for RM Reform is expecting a stop to plan changes, and Council would not be engaging with the process if it sought to pursue all plan changes. There needs to be consideration given to what is urgent and cannot wait til the new planning system, alignment with government priorities as well as what can be delivered in a short timeframe, given resources.

### **Options Descriptions Ngā Kōwhiringa**

- 4.8 **Preferred Option:** (1) Selected exemptions.
  - 4.8.1 **Option Description:** choose from the attached assessment of plan changes those which the Council will seek exemption for.
  - 4.8.2 Option Advantages
    - Earlier rationalisation of the plan change programme ahead of Resource Management reform being implemented.
    - Collaboration with the Ministry for the Environment to implement the purpose of the Plan Stop legislation.
    - Opportunity to progress work that until now might have been a lower priority weighed against the plan change programme.
  - 4.8.3 Option Disadvantages
    - Not all plan changes that the council had been preparing prior to the Plan Stop legislation will be able to be notified ahead of 31 December 2027.

#### Analysis Criteria Ngā Paearu Wetekina

4.9 Noting the criteria explained above, the recommendation is to use the attached assessment to inform the exemptions decision. Any plan changes that do not secure exemption to continue, or to be notified, ahead of 31 December 2027 are not prohibited from ongoing policy development.

### 5. Financial Implications Ngā Hīraunga Rauemi

### Capex/Opex Ngā Utu Whakahaere

	Recommended Option
Cost to Implement	Preparation of plan changes within existing budget
Maintenance/Ongoing Costs	Within existing budgets for administration of District Plan
Funding Source	Planning and Consents
Funding Availability	Available
Impact on Rates	No additional impact on rates



5.1 This assumes that in some or all cases, Council may continue to develop plan changes/policy development (subject to review/confirmation) even where it does not have exemption to be able to notify ahead of 31 December 2027.

### 6. Considerations Ngā Whai Whakaaro

#### Risks and Mitigations Ngā Mōrearea me ngā Whakamātautau

- 6.1 There is a risk that the Minister does not grant exemptions applied for. Mitigating this is that the Plan Stop legislation does not prevent policy development work. This refocuses the question around what is urgent between now and 31 December 2027.
- 6.2 If Council decided to pursue more rather than fewer exemptions, it may be more difficult for the Minister to accurately determine what the Council truly considers to be urgent.

### Legal Considerations Ngā Hīraunga ā-Ture

- 6.3 Statutory and/or delegated authority to undertake proposals in the report:
  - 6.3.1 The recent changes to the RMA provide the prohibition and the right for councils to seek exemptions from the prohibition.
- 6.4 Other Legal Implications:
  - 6.4.1 The legal implications are described throughout this report.

#### Strategy and Policy Considerations Te Whai Kaupapa here

- 6.5 The required decisions:
  - 6.5.1 Align with the <u>Christchurch City Council's Strategic Framework</u>. The decisions would enable the Council to seek to continue plan changes which it considers are necessary to notify in the next two years ahead of 31 December 2027.
  - 6.5.2 Are assessed as medium significance based on the Christchurch City Council's Significance and Engagement Policy. The level of significance was determined by considering the origin of/reason for the individual plan changes and the level of engagement on those plan changes which have been notified or had informal engagement.
  - 6.5.3 Are consistent with Council's Plans and Policies. They would enable Council to continue developing its plans and policies.
- 6.6 This report supports the Council's Long Term Plan (2024 2034):
- 6.7 Strategic Planning and Policy
  - 6.7.1 Activity: Strategic Planning and Resource Consents
    - Level of Service: 9.5.1.1 Prepare plan changes to the District Plan to address issues and to implement national and regional direction, identified as a high priority by Council - In accordance with statutory processes and timeframes
    - Level of Service: 9.5.1.6 Prepare plan changes to the District Plan to address issues and to implement national and regional direction, identified as a high priority by Council - Providing Council an annual update on progress with plan changes

#### Community Impacts and Views Ngā Mariu ā-Hāpori

6.8 Community impacts/views vary by plan change. An indication of community engagement to date is as follows:



- Plan Change 7 Managing Significant Indigenous Vegetation submissions following notification.
- Plan Change 20 Industrial Korero Mai, pre-notification engagement: 91 submissions.
- Plan Change 21 Central City Noise K\u00f6rero Mai, pre-notification engagement: 1429 submissions.
- PC Kerrs Reach (Ōtākaro Avon River Corridor) Kōrero Mai, pre-notification engagement:
   104 submissions.
- Note, Plan Change 17 pre-notification engagement was targeted due to the nature of the topic/s and does not have comparable statistics.
- 6.9 The decision affects the following wards/Community Board areas:
  - 6.9.1 All, dependent on which plan changes Council seeks exemption for.

#### Impact on Mana Whenua Ngā Whai Take Mana Whenua

- 6.10 The Plan Change for the Ōtākaro Avon River Corridor involves a significant decision in relation to ancestral land, a body of water or other elements of intrinsic value, therefore this decision does specifically impact Mana Whenua, their culture, and traditions.
- 6.11 The decisions involve matters of interest to Mana Whenua insofar as they have or have not expressed interest in individual plan changes and could impact on our agreed partnership priorities with Ngā Papatipu Rūnanga.
- 6.12 While the above is noted, direct decision making and impacts stemming from those decisions would be contained in the plan changes themselves. The decisions being sought in this report are about whether the plan changes proceed in the period before 31 December 2027. None of these plan changes have been instigated as a result of partnership requirements.

### Climate Change Impact Considerations Ngā Whai Whakaaro mā te Āhuarangi

- 6.15 The proposals in this report are unlikely to contribute significantly to adaptation to the impacts of climate change or emissions reductions.
- 6.16 The primary plan changes responding to the impacts of climate change have automatic exemption i.e. Plan Change 12 (Coastal Hazards) and 17 (Flood Management Areas, Activities within the Waimakariri stop bank setbacks).

### 7. Next Steps Ngā Mahinga ā-muri

7.1 Officers will prepare and lodge applications for exemptions in accordance with the Council resolution, within the 90 working day period identified. Following the decision of the Minister on the applications, officers will report back to Council.



# Attachments Ngā Tāpirihanga

No.	Title	Reference	Page
A 🛈 🌃	Assessment of CCC Plan Changes for Plan Stop Exemptions	25/1756918	82
В <u>Л</u>	Resource Management (Consenting and Other System Changes) Amendment Act 2025 (Subpart 5B)	25/1709042	89
C 🕂 📆	Plan Stop Exemptions Flowcharts (Ministry for the Environment)	25/1730434	99
D <u>U</u>	Plan Stop Exemption Application Process (Ministry for the Environment)	25/1731132	101
E 🗓	MfE Plan Stop Exemption Application Template	25/1756921	103

In addition to the attached documents, the following background information is available:

Document N	ame – Location / File Link
Not applicab	le

# Signatories Ngā Kaiwaitohu

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# Plan Changes requiring exemptions to be notified

Resource Management (Consenting and Other System Changes) Amendment Act 2025

#### 80W Criteria for Minister's consideration

- (2) The criteria are that an exemption would -
  - (a) better enable the local authority to provide, operate, or maintain municipal drinking water, stormwater, or wastewater in accordance with the Water Services Act 2021:
  - (b) rectify any provisions in a plan or policy statement that have had unintended consequences, are unworkable, or have led to inefficient outcomes:
  - (c) respond to changes made to this Act:
  - (d) better enable climate change to be managed:
  - (e) support the transition of high risk land so as to better manage the risk of erosion:
  - (f) better enable any relevant Treaty of Waitangi settlement Act or deed of settlement, and the Crown's obligations under that settlement, to be upheld:
  - (g) enable a response to be made to a recommendation from the Environment Court:
  - (h) enable work to be progressed that, for any other reason, the Minister considers appropriate.

Plan Change	Description	Stage of process	Grounds for exemption request	Urgency (Low, moderate, high)	Alignment with government priorities (Low, moderate, high)	Consequences of not proceeding/ benefits of proceeding
PC7 - Managing Significant	Seeks to better protect	Notified.	80W(2)(b)	Moderate	Moderate	This plan change was
Indigenous Vegetation	indigenous vegetation by giving effect to the NZ Coastal Policy Statement (NZCPS) and the Canterbury Regional Policy Statement (CRPS).	(Summary of submissions notified).	The unintended consequence is that the provisions fail to give full effect to the NZCPS or CRSP, creating inefficiencies including legal arguments (as seen in Declaration Proceedings by Forest & Bird). The provisions are also inefficient because their wording is open to misinterpretation, which in turn led to the clearance that preceded that case.	Rules in legal effect but not yet heard. Decision making deadline extended to 30 April 2026.  This plan change was notified in May 2021 and later put on hold awaiting the gazettal of the National Policy Statement on Indigenous Biodiversity so that it aligned with national direction. An extension to notify a decision has been granted to 30 April 2026 while we notify a variation to ensure that the plan change gives effect to the NPSIB (an exemption for this	The plan change would better align the plan with the CRPS and the NZCPS as required by the RMA.  Proposed change is less aligned with the government emphasis on property rights – imposes restrictions greater than the status quo.	initiated after Forest and Bird sought a declaration from the Environment Court that the District Plan does not give effect to the NZCPS. Council agreed to amend the plan and the proceedings were stopped accordingly. If the plan change does not proceed there is a risk that Forest and Bird may take further legal action.



Plan Change	Description	Stage of process	Grounds for exemption request	Urgency (Low, moderate, high)	Alignment with government priorities (Low, moderate, high)	Consequences of not proceeding/ benefits of proceeding
				variation is a separate matter and is addressed below).		
PC7 (Variation)	To better align PC7 with the National Policy Statement for Indigenous Biodiversity (NPSIB).	Draft.	80W(2)(b) As noted above.	As discussed, the minister has approved an extension to notify a decision to 30 April 2026. Uncertainty around timing required to develop provisions to implement aspects of the NPSIB – that is before renotifying the plan change variation. Reasonably, there is no certainty, and urgency in decision making is more difficult to deliver.	Moderate As above.	If this variation does not proceed the plan change will not align with the protections afforded in the NPSIB for maintenance of improved pasture in more sensitive environments.
PC17 - Earthworks (1 of 3 parts)	This plan change addresses an inefficiency in the District	Draft. (Pre-notification	80W(2)(a) By protecting stormwater	Moderate The council has an	High/Moderate The plan change would	If this plan change does not proceed, the earthworks
Other parts (2 of 3) benefit from automatic exemption - Flood Management Areas - Activities in the Waimakariri Stopbank Setbacks	Plan, where earthworks within the footprint of a dwelling are exempt but accessways often exceed permitted volumes and require consent. It also aligns plan requirements with the stormwater bylaw to manage sediment and ensure the efficient operation of the stormwater network.	engagement completed).	infrastructure.  80W(2)(b)  By increasing the volume of permitted earthworks so that it is not necessary to seek consent to create an accessway when earthworks for a dwelling are permitted.	obligation to deliver under its global discharge consent from Environment Canterbury.	better align with the National Policy Statement for Freshwater Management and would allow for more efficient functioning of the stormwater system.  This aspect of the plan change would assist with economic development priorities by rationalising consenting requirements.	rules will continue to hinder development by imposing the need for resource consent on activities which could be managed as permitted.
PC20 - Industrial	This plan change seeks to achieve a better balance at the industrial residential interface so that industrial	Draft. (Pre-notification engagement completed).	80W(2)(b) The plan change reviews existing provisions that have administrative	High/Moderate Urgent from Council's perspective whom have sought better management	Moderate The plan change would better align with the CRPS by providing for businesses	There is a risk of inappropriate development occurring in areas at the interface of industrial and



Plan Change	Description	Stage of process	Grounds for exemption request	Urgency (Low, moderate, high)	Alignment with government priorities (Low, moderate, high)	Consequences of not proceeding/ benefits of proceeding
	activities can establish, operate and expand as anticipated by the zone, while adverse effects are managed appropriately where these can impact on residential areas. It also seeks to address administrative inefficiency, ambiguities and errors.		inefficiencies, ambiguity, and errors that reduce certainty and hinder effective implementation. The proposed changes will ensure the industrial controls are broadly aligned with other District Plans where there currently is a gap in management including controls applying to containers and building height limits.  80W(2)(h) The plan change addresses the potential for adverse effects from industrial activities within industrial zones on amenity, health, wellbeing and enjoyment of property in adjacent residential zones. It recognises the need to provide for industrial activities to operate, expand, and redevelop within industrial zones, but still ensure provisions adequately manage effects of industrial activities on	of the interface between industrial and residential zones, specifically incompatible activities. Conflict has arisen between new and existing industrial operators and residents in different parts of the city. This plan change was delayed due to resourcing requirements for PC14.	and avoiding or mitigating reverse sensitivity effects and conflicts between incompatible activities. It would also better align with the NPS-UD by contributing to a well-functioning urban environment.	residential zones if land uses are not effectively managed. The benefit of proceeding is that the plan change will contribute to a well-functioning urban environment.
PC20 (Rezoning elements)	Rezoning requests associated with PC20 that	Draft. (Pre-notification	local residents.  80W(2)(b)  Rezoning of land would	Moderate From a Council perspective,	High/Moderate Supports economic growth.	Risk of inappropriate development occurring in
	have been put forward	engagement completed).	minimise potential conflict between incompatible	the proposed rezoning of	8.0.00	these areas if land uses at the industrial residential

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Plan Change	Description	Stage of process	Grounds for exemption request	Urgency (Low, moderate, high)	Alignment with government priorities (Low, moderate, high)	Consequences of not proceeding/ benefits of proceeding
	through pre-notification engagement.		activities at this industrial residential interface.  80W(2)(h)  Would support residential and industrial development.	sites/ land are likely moderately urgent at most.  Landowners perspectives vary, with requests for rezoning sought for reasons including:  Delivery of infrastructure e.g. health facilities Increased benefits from property development rights, notably where uses are lawfully established. Addresses incompatibility issues e.g. between industrial and hospitality. Better reflects neighbouring land uses.	This plan change would align with the NPS-UD by providing for residential growth and by contributing to a well-functioning urban environment. It would better align with the CRPS by providing for businesses and avoiding or mitigating reverse sensitivity effects and conflicts between incompatible activities.	interface are not effectively managed.  Benefit of proceeding is that the rezoning of land would add further feasible housing or business capacity in locations consistent with the direction of the NPS-UD, being in areas well-serviced by existing public transport routes or near to commercial centres.
PC Rezoning	The purpose of the plan change is to ensure that the district planning maps are up to date; avoid unnecessary consents that are a result of incorrect zoning; and ensure that the zoning reflects the anticipated outcomes for sites.	Draft. (Pre-notification engagement completed).	80W(2)(b)  Zoning errors that have arisen over time have led to inefficiencies in how the district plan operates, and create unintended consequences including unnecessary consents  80W(2)(h)  The rezoning of various sites support economic activity.	Low/Moderate Urgency from council perspective varies, depending on the site. Some of the sites where rezoning is proposed represent more minor plan corrections that are not urgent.	High/Moderate Where site specific rezoning is proposed, this is likely for reasons related to economic growth.	An out-of-date district plan, unnecessary consents as a result of incorrect zoning, and zones that do not reflect the anticipated outcome for a site.



Plan Change	Description	Stage of process	Grounds for exemption request	Urgency (Low, moderate, high)	Alignment with government priorities	Consequences of not proceeding/ benefits of
				(200,000,000,000,000,000,000,000,000,000	(Low, moderate, high)	proceeding
	This involves amending the			Site specific requests vary in		
	planning maps for a list of			terms of urgency, notably by		
	sites, which have been			landowner perspective.		
	grouped into bundles based					
	on the following criteria:					
	Alignment/correction of					1
	property boundaries and					
	zoning;					
	Legal roads not zoned					
	transport;					
	Zoning reflecting the					
	anticipated outcome for					
	the land; and					
	Land set aside for					
	reserve/utility purposes.					
	Other specific sites e.g.					
	reclaimed land at					
	Lyttelton Port.					
PC21 – Central City Noise	Amendments to noise	Draft.	80W(2)(b)	High	High/moderate	Timing issue – change to
	limits/precincts for	(Pre-notification	Over time entertainment	This is a balanced	Supports providing the	provisions is required
	entertainment activities	engagement completed).	venues have located outside	consideration.	conditions for economic	regardless.
	within the Central City.		of the location anticipated		development.	It would allow a situation to
	Further amendments to the		in the district plan. This has	There is a risk in delay to the		remain in regard to
	spatial extents of the noise		led to some conflict with	operation of existing	It would better align with	accommodating business
	precincts and the		residential uses due to noise	entertainment venues, or to	the CRPS by providing for	and residential activity
	requirements for associated		created by those venues.	the establishment of new	businesses and avoiding or	within the Central City,
	acoustic mitigation –		The proposed plan change	venues.	mitigating reverse sensitivity	where uses are not currently
	mechanical ventilation.		recognises this by		effects and conflicts	co-existing and there is
			attempting to align noise	Similarly, the council	between incompatible	uncertainty around
			limits with existing acoustic	objective to locate 20,000	activities.	expectations. This does not
			insulation requirements.	residents in the Central City		align with strategic
				and promote the vibrancy		objectives for the Central
			80W(2)(h)	and vitality of the long term		City.
			This plan change supports	vision is affected if the		
			the ongoing vibrancy and	conditions for this		



Plan Change	Description	Stage of process	Grounds for exemption request	Urgency (Low, moderate, high)	Alignment with government priorities (Low, moderate, high)	Consequences of not proceeding/ benefits of proceeding
			vitality of the Central City as an entertainment venue and as a residential location. This supports economic activity and growth.	development are not appropriate.		The longer the situation remains as is, arguably the worse it will become.
Ōtākoro Avon River Corridor	Amendment to provisions within the ŌARC to enable the relocation of the Flatwater Sports Hub from the existing site on the true right bank to the true left bank. Includes design guidelines to encourage holistic design approach and integration within the urban forest. Relocation of Wainoni Landing to Porritt Park.	Draft. (Pre-notification engagement completed).	80W(2)(b) The ŌARC does not foresee the relocation of the flat water sports hub from the true right to the true left bank and accordingly there is no pathway for this to happen.  80W(2)(h) General economic growth and recovery. Otherwise dependent on other considerations.	Finance/potential opportunity cost exists of retaining facilities on the true right bank if it were delayed to RM reform.	High/Moderate Ongoing recovery of city from the Canterbury earthquakes; innovative reuse and adaptation of the former red zone land within the ŌARC. Will align generally with ŌARC fast track application.  Represents ongoing economic development and a good news story.	Not proceeding will delay the opportunity for sports clubs to relocate and give rise to additional costs.
Trees/Tree Canopy Cover	Proposed financial contributions to be required where trees are not retained or planted – required following PC14 decisions under the streamlined process.	Drafting. While provisions and a s32 evaluation were prepared for plan change 14, further work has not advanced and is not proposed for pursuing an exemption on given the urgency required by the government to any plan changes.	80W(2)(b) An unintended consequence of PC14/the NPSUD is the financial imperative created to remove trees from development sites.  80W(2)(d) Trees mitigate the heat island effect, which will be exacerbated by climate change impacts. Trees also act as a carbon sink.  80(W)(2)(h) Any other consideration that the Ministry may have.	Moderate/High Supports a Council priority. The upzoning associated with PC14 may see more trees lost with intensification. The timeline of these impacts will vary.  Tree planting as a strategic intervention may take longer and accordingly, could nevertheless be addressed holistically and more effectively through the reformed system as part of a wider plan review.	Moderate Government imperative is to drive growth and housing provision.  Managing climate change is acknowledged as a criterion for exemption.	This comes down to timing and is dependent on the rate at which trees are being removed from development sites and opportunities are being missed to plant new trees. Landscaping requirements can secure some trees, although these might not necessarily be of the type required to complement the existing tree canopy in the district.  The benefit of acting is that this may be addressed in the more immediate term and



Plan Change	Description	Stage of process	Grounds for exemption	Urgency	Alignment with	Consequences of not
			request	(Low, moderate, high)	government priorities	proceeding/ benefits of
					(Low, moderate, high)	proceeding
						preserve more trees/secure
						contributions.





# Resource Management (Consenting and Other System Changes) Amendment Act 2025

Public Act 2025 No 41
Date of assent 20 August 2025
Commencement see section 2

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#### 80DA Process for Auckland Council and Christchurch City Council to withdraw IPIs

- Part 1 of Schedule 3C sets out a process by which Auckland Council may (1) withdraw its IPI.
- Part 2 of Schedule 3C sets out a process for the responsible Minister to approve the withdrawal of Christchurch City Council's IPI.

#### 25 Section 80G amended (Limitations on IPIs and ISPP)

In section 80G(1)(c), after "IPI", insert "other than in accordance with clause 2 or 12 of Schedule 3C".

#### New subpart 5B of Part 5 inserted

After section 80N, insert:

Subpart 5B—Planning processes stopped until 31 December 2027

#### 800 Interpretation

In this subpart,—

draft planning instrument means a proposed planning instrument before it is

exemption means an exemption from the requirements set out in—

- section 80P (notification stopped until 31 December 2027); and
- section 80Q (when proposed planning document must be withdrawn)

#### proposed planning instrument-

- (a) means
  - a proposed policy statement as defined in section 43AA, a change to a policy statement, or a variation to either of those instruments:
  - a proposed plan as defined in section 43AAC(1); but
- (b) does not include a proposed planning instrument
  - that has been heard, in whole or in part, before this subpart commences; or
  - (ii) for which a hearing has been set down to begin within 5 working days after this subpart commences.

Prohibition on notifying proposed planning instruments

#### 80P Notification stopped until 31 December 2027

- (1) Despite anything to the contrary in this Act, on and after the commencement of this subpart, and until 31 December 2027, a local authority must not notify a draft planning instrument.
- (2)Subsection (1) does not apply if—

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- (a) an exemption applies under section 80U; or
- (b) the Minister grants an exemption under section 80V.

Withdrawal of proposed planning instruments

#### 80Q When proposed planning instruments must be withdrawn

- A local authority must withdraw a proposed planning instrument as soon as possible after this subpart commences, but not later than 90 working days after the commencement of this subpart, unless—
  - (a) an exemption applies under section 80U; or
  - (b) the local authority has applied for an exemption under section 80V; or
  - (c) the Minister directs against a withdrawal under section 80T.
- (2) If the local authority has applied for an exemption under section 80V, but has not received notice of the Minister's decision, the local authority need not withdraw the proposed planning instrument until a decision to decline the application is received from the Minister.
- (3) To avoid doubt, if an exemption applies only to part of a proposed planning instrument, the remaining parts of that instrument must be withdrawn in accordance with subsection (1).

#### 80R Public notice of withdrawal

A local authority must give public notice that a proposed planning instrument has been withdrawn under section 80Q and of the date of that withdrawal.

#### 80S When hearing must be cancelled

If a date later than 5 working days after the commencement of this subpart has been set to begin hearing a proposed planning instrument, the hearing must be cancelled unless—

- (a) an exemption applies under section 80U; or
- (b) the local authority has applied for, and the Minister has granted, an exemption under section 80V; or
- (c) the Minister directs against a withdrawal under section 80T.

#### 80T When Minister may intervene to direct against withdrawal

- (1) Subsection (2) applies if the Minister considers that completing the process for a proposed planning instrument would assist in giving effect to any rights and obligations arising under—
  - (a) a Treaty of Waitangi settlement Act or deed of settlement:
  - (b) the Marine and Coastal Area (Takutai Moana) Act 2011:
  - (c) the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019.

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(2) The Minister may, before a local authority withdraws all or part of a proposed planning instrument under section 80Q, direct the local authority in writing not to withdraw the proposed planning instrument.

#### Exemptions

#### 80U Automatic exemptions

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- (1) On and after the commencement of this subpart and until 31 December 2027, the draft planning instruments and proposed planning instruments referred to in subsection (2) are exempt from—
  - (a) the prohibition against notification (see section 80P):
  - (b) the requirement to withdraw the instrument (see section 80Q).
- (2) Subsection (1) applies to the following:
  - (a) a proposed planning instrument or a draft planning instrument, including a listed planning instrument as defined in section 80B, using the streamlined planning process (*see* Part 5 of Schedule 1):
  - (b) a proposed planning instrument or draft planning instrument using the intensification streamlined planning process (*see* Part 6 of Schedule 1):
  - (c) a draft planning instrument that implements the requirements of a national policy statement published after this subpart commences, if the national policy statement requires that it be implemented—
    - (i) before 31 December 2027; and
    - (ii) wholly or in part by a draft planning instrument:
  - (d) a proposed planning instrument or draft planning instrument using the freshwater planning process to give effect to the National Policy Statement for Freshwater Management 2020 (see section 80A, Part 4 of Schedule 1, and clause 42 of Schedule 12):
  - (e) a proposed planning instrument or draft planning instrument—
    - (i) as directed by the Minister under section 25A or 25B; or
    - (ii) that is called in by the Minister under Part 6AA as a proposal of national significance:
  - (f) a proposed planning instrument or draft planning instrument that relates to natural hazards:
  - (g) a proposed planning instrument or draft planning instrument used by the Minister of Conservation to change or vary the regional coastal plan for the Kermadec and Subantarctic Islands:
  - (h) a proposed planning instrument or draft planning instrument that gives effect to any obligation in or under—
    - (i) a Treaty of Waitangi settlement Act or deed of settlement:
    - (ii) the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019:

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- iii) the Marine and Coastal Area (Takutai Moana) Act 2011.
- (3) A plan change requested under clause 21 of Schedule 1 is not a proposed planning instrument subject to withdrawal under section 80Q(1), unless the request has been adopted by the local authority and notified.
- (4) To avoid doubt, sections 80P and 80Q apply to a draft planning instrument or a proposed planning instrument using the freshwater planning process under section 80A and Part 4 of Schedule 1 if that instrument is not implementing the national policy statement for freshwater management under section 80A(6B)(b) or (c).

#### 80V Application by local authority for exemption

- (1) A local authority may apply in writing to the Minister for an exemption from—
  - (a) the prohibition against notifying a draft planning instrument (*see* section 80P); or
  - (b) the requirement to withdraw a proposed planning instrument (*see* section 80Q).
- (2) An application under this section must—
  - (a) provide information in sufficient detail to enable the Minister to assess
    whether and how the application meets the criteria set out in section
    80W; and
  - (b) if relevant, state any other reason why the local authority considers it is appropriate that the work be progressed.
- (3) The local authority must also provide, with its application,—
  - (a) an up-to-date copy of the proposed planning instrument (or a link to an Internet site containing the instrument); or
  - (b) if the local authority is seeking to publicly notify a draft planning instrument, a detailed summary of the draft planning instrument.
- (4) If the application relates to parts only of a proposed planning instrument or draft planning instrument, the application must clearly identify the parts of the instrument for which exemption is applied.
- (5) The Minister may request further information from the local authority or changes to the application, and the local authority may amend or replace the application.
- (6) If the Minister is satisfied that a proposed planning instrument or draft planning instrument, or a relevant part of it, meets the criteria set out in section 80W, the Minister may grant the local authority an exemption, but if the Minister is not satisfied, they may decline the application as a whole or in part.
- (7) The Minister must provide the decision in writing to the local authority, specifying any parts of the application that are granted and any that are declined, with reasons for their decision.

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#### 80W Criteria for Minister's consideration

- (1) In determining an application for an exemption made under section 80V, the Minister must be satisfied that granting an exemption would meet 1 or more of the criteria set out in subsection (2), to the extent that the criteria are relevant in the circumstances.
- (2) The criteria are that an exemption would—
  - (a) better enable the local authority to provide, operate, or maintain municipal drinking water, stormwater, or wastewater in accordance with the Water Services Act 2021:
  - (b) rectify any provisions in a plan or policy statement that have had unintended consequences, are unworkable, or have led to inefficient outcomes:
  - (c) respond to changes made to this Act:
  - (d) better enable climate change to be managed:
  - (e) support the transition of high risk land so as to better manage the risk of erosion:
  - (f) better enable any relevant Treaty of Waitangi settlement Act or deed of settlement, and the Crown's obligations under that settlement, to be upheld:
  - (g) enable a response to be made to a recommendation from the Environment Court:
  - (h) enable work to be progressed that, for any other reason, the Minister considers appropriate.

#### 80X Obligation on local authority arising from Minister's decision

- (1) If the Minister declines an application for an exemption under section 80V, the local authority must, within 10 working days after receiving the Minister's decision, withdraw the proposed planning instrument and comply with section 80R (public notice of withdrawal).
- (2) If the Minister grants the application in part and declines it in part, the local authority must, within 10 working days after receiving the Minister's decision, withdraw those parts of the proposed planning instrument for which an exemption is declined and comply with section 80R.

#### 80Y Duty on local authorities to give public notice

- A local authority must, not later than 90 working days after the commencement of this subpart, give public notice of the status of any proposed planning instrument.
- (2) The notice must specify the following matters:
  - (a) the whole or the part of a proposed planning instrument that has been withdrawn and the date of its withdrawal:

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- (b) any proposed planning instrument that, wholly or in part, will continue under an automatic exemption:
- (c) any proposed planning instrument for which an exemption has been applied under section 80V, and the result of the application, if known:
- (d) any direction given by the Minister under section 80T:
- (e) any proposed planning instrument for which the process will continue as a result of the Minister granting an exemption under section 80V.

# 27 New section 85AAA inserted (Removal of heritage protection for Gordon Wilson Flats and related matters)

After section 85, insert:

# 85AAA Removal of heritage protection for Gordon Wilson Flats and related matters

- (1) A proposed or operative Wellington City district plan must not include a rule providing heritage protection to Gordon Wilson Flats.
- (2) A proposed or operative Wellington City district plan must not include a heritage order in respect of Gordon Wilson Flats.
- (3) Section 194 does not apply in relation to any notice of requirement for a heritage order given or issued in respect of Gordon Wilson Flats.
- (4) The demolition or removal of Gordon Wilson Flats is a permitted activity.
- (5) An activity that supports or is otherwise ancillary to the demolition or removal of Gordon Wilson Flats—
  - (a) is a permitted activity; and
  - (b) ceases to be a permitted activity under paragraph (a) on the completion of the demolition or removal.
- (6) This section applies despite any other provision in this Act.
- (7) In this section, Gordon Wilson Flats means the building known as Gordon Wilson Flats at 320 The Terrace, Wellington (Wellington Land District Lot 1, Deposited Plan 363050).

#### 28 Section 86B amended (When rules in proposed plans have legal effect)

- (1) After section 86B(3)(e), insert:
  - (f) relates to natural hazards.
- (2) After section 86B(4), insert:
- (4A) However, a rule described in subsection (3)(a), (b), or (c) does not have immediate legal effect if, and to the extent that, it is a rule that controls fishing in a coastal marine area.

23

#### Resource Management (Consenting and Other System Changes) Amendment Act 2025

2025 No 41

#### Legislative history

9 December 2024 Introduction (Bill 105–1)

17 December 2024First reading and referral to Environment Committee11 June 2025Reported from Environment Committee (Bill 105–2)

15 July 2025 Second reading

13 August 2025 Committee of the whole House (Bill 105–3)

14 August 2025 Third reading 20 August 2025 Royal assent

This Act is administered by the Ministry for the Environment.

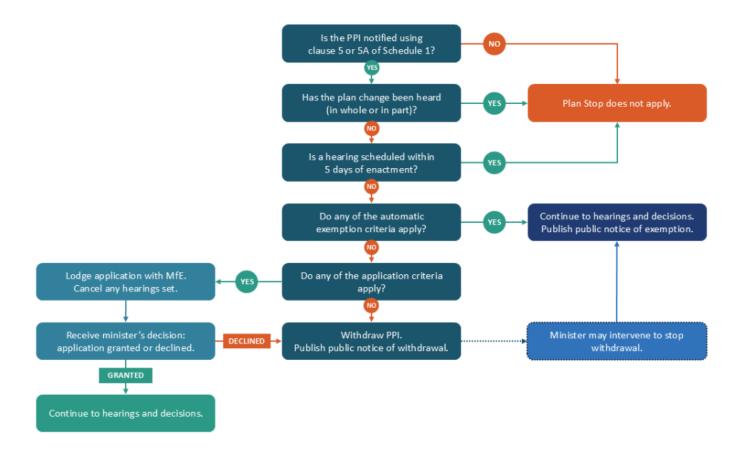
Wellington, New Zealand:

Published under the authority of the New Zealand Government—2025

82

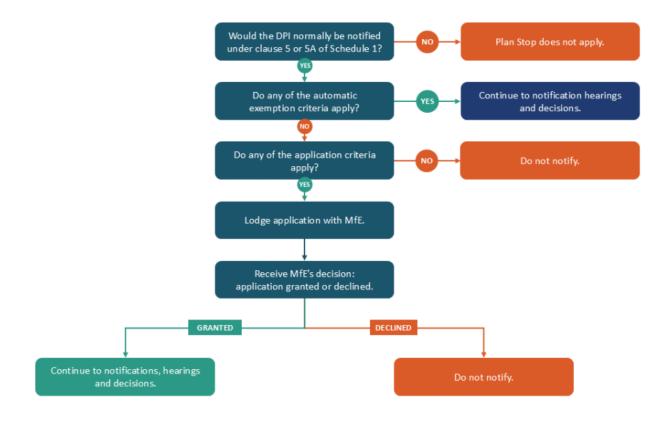


Proposed planning instruments which have been notified



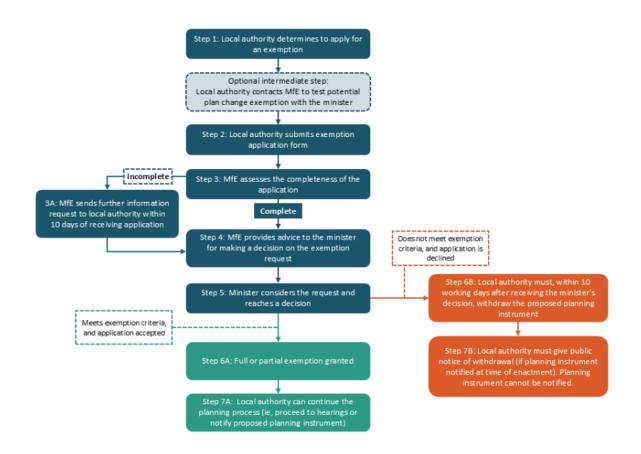


Proposed planning instruments which have not been notified





# Process for exemption applications









# Plan (and Policy Statement) Stop Exemption Application

The Resource Management (Consenting and Other System Changes) Amendment Act 2025 halts new and in-progress council plan changes. This applies to all plan changes except for those automatically exempted or granted an exemption through an application to the Minister for the Environment.

This application form is for councils that wish to continue with their plan-making and do not meet the auto-exemption criteria, but do meet the application exemption criteria (s80W). The application will be provided to the minister to determine whether an extension should be granted.

## In-progress plan or policy statement changes

Within 90 working days of the law coming into effect, councils must withdraw any notified plan or policy statement changes that have not yet commenced hearings, or do not have a hearing date scheduled within five days of enactment. The only exception to this is where a plan is automatically exempted or is granted an exemption.

The application must be submitted within 90 working days of the law coming into effect.

Insert title



# New plan or policy statement changes

Any council that is seeking to make a new plan or policy statement changes must first seek an exemption using this form. An exemption must be granted before the council notifies a new plan or policy statement change.

This form is not required for plan or policy statement changes which are automatically exempt as per section 80U (Automatic exemptions) of the Resource Management Act 1991.

2 Insert title



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<b>.</b> ■ •			I IIIauuvii

Council name	
Contact person	
Position	
Email / phone	

2. Details of proposed planning instrument

a. Details of	proposed	pranting inject difficult
Title of proposed plan or policy statement change		
Title of relevant planning instrument (plan or policy statement being amended)		
Link to relevant planning instrument (or attach a copy to the application form)		
Link to proposed plan or policy statement change (or attach a copy to the application form), if applicable		
Stage of process (e.g., council approved, prenotification, notified, submissions received, etc.)		
Date of notification, if applicable		

<b>3</b> .	Brief description of the proposed plan or
poli	cy statement change and its scope

poncy statement change and its scope			

Insert running footer

3



# **Grounds for exemption request**

Section 80W lists the criteria the minister may consider for granting an exemption. Select any that apply and explain how the plan or policy statement change will meet the criteria. The criteria are:

- better enable the local authority to provide, operate or maintain municipal drinking water, stormwater or wastewater in accordance with the Water Services Act 2021
- rectify any provisions in a plan or policy statement that have had unintended consequences, are unworkable, or have led to inefficient outcomes
- respond to changes made to the RMA
- better enable climate change to be managed
- support the transition of high-risk land so as to better manage the risk of erosion
- better enable any relevant Treaty of Waitangi settlement Act, or deed of settlement and the Crown's obligations under that settlement, to be upheld
- enable a response to be made to a recommendation from the Environment Court

enable work to be progressed that, for any other reason, the minister considers appropriate.

#### Timing and urgency 5.

xplain any time-critical need to proceed with the plan change before the transition under the RMA eform process.	

Insert title



Explain how the proposed plan supports national direction, legislative intent or critical local needs.
7. Consequences of not proceeding
Describe the risks or impacts if the exemption is not granted (such as housing shortfalls, hazard exposure or legal obligations).
8. Benefits of proceeding
Describe the benefits (if any) of proceeding with the exemption.

Insert running footer



# 9. Supporting documents

Include any relevant maps, reports, legal advice or community engagement summaries. It would be helpful to understand if any stakeholder consultation, including tangata whenua engagement, has occurred on the proposal. If available, you may wish to supply a s32 report.

occurred on the proposal. If available, you may wish to supply a s32 report.		
If you are seeking to publicly notify a draft planning instrument, a detailed summary of the draft planning instrument is required.		
10. Outco	me requested	
☐ Full exemption t	o continue or notify the proposed plan or policy statement change	
☐ Partial exemptio	n (specify portions, sections or purposes excluded from the national moratorium)	
☐ Other (for examprogresses)	ple, some local authorities may need permission to vary the plan change as it	
- 1	- <b>•</b>	
10. Decl	aration	
I declare that the ir	nformation provided in this application is accurate and complete.	
Name		
Position		
Local authority		
Signature		

6 Insert title

Date



## 10. Unsolicited Proposal for Sale of Part of 177 Armagh Street

**Reference Te Tohutoro:** 25/1350082

Responsible Officer(s) Te

Pou Matua: Nigel Collings, Property Consultant

**Accountable ELT** 

Member Pouwhakarae: Andrew Rutledge, General Manager Citizens and Community

## 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 The purpose of this report is to present for consideration the Unsolicited Proposal received from Fletcher Residential Limited, the owners of 199 Armagh Street, to acquire part of the adjoining Council-owned land situated at 177 Armagh Street for incorporation into their adjoining development and subdivision.
- 1.2 The report is staff generated in response to the Unsolicited Proposal as noted above.

## 2. Officer Recommendations Ngā Tūtohu

That the Council:

- 1. Receives the information in the Unsolicited Proposal for Sale of Part of 177 Armagh Street Report.
- 2. Notes that the decision in this report is assessed as low significance based on the Christchurch City Council's Significance and Engagement Policy.
- 3. Notes that **if** the Council were to agree to the unsolicited proposal for sale of part of 177 Armagh Street, the sale to Fletcher Residential Limited would be consistent with the Council's Disposal of Property Policy 2000 (**Attachment H** of this report) on the basis that there is a clear reason to do so i.e. Fletcher Residential Limited are the only logical and practical purchaser.
- 4. Agrees to sell the portion of land shown as area H on **Attachment A** of this report being part of lot 102 DP 497446 contained within Record of Title 734774 to the adjoining property owner Fletcher Residential Limited at the current market value as determined by the Council appointed independent registered valuer, refer Public Excluded **Attachment G** of this report.
- 5. Notes that the approval to sell the portion of land at 177 Armagh Street is conditional upon public consultation as required under sections 78 and 138 of the Local Government Act 2002. In the event there are no unsatisfied objections staff are authorised to proceed with the sale. In the event of unsatisfied objections staff will report the matter back to the Council for consideration and determination.
- 6. Authorises the Manager Property Consultancy, to undertake all actions, negotiate and conclude all the agreements necessary to facilitate the recommendations above on terms and conditions acceptable to him at his sole discretion.

## 3. Executive Summary Te Whakarāpopoto Matua

- 3.1 Fletcher Residential Ltd is undertaking the development of 46 apartments and 16 townhouses at 199 Armagh Street.
- 3.2 Resource consent for the development was granted in December 2024, and the approved consent plans are included as **Attachment B**. This incorporates the council owned land which



- is the subject of this report. As of August 2025, the associated building consent is under active processing.
- 3.3 The site forms part of the wider East Frame residential precinct, established under the Christchurch Central Recovery Plan (Blueprint Plan) in 2012. The Blueprint outlined a strategic framework for rebuilding the central city following the Canterbury earthquakes, identifying key anchor projects and enabling the creation of super lots—large, amalgamated parcels of land designed to support integrated, medium- to high-density development. This is one of several such blocks, planned to deliver coordinated urban outcomes and support the revitalisation of the city centre.
- 3.4 Adjacent and to the north of 199 Armagh Street, between the development site and the formed public footpath, lies an unused 3.5-metre-wide strip of land. This strip forms part of the underlying title associated with the Margaret Mahy Family Playground. Fletcher Residential Ltd have presented an unsolicited proposal to purchase and incorporate this land into their development for stormwater easements and pedestrian access.

## 4. Background/Context Te Horopaki

- 4.1 Staff have been approached by the owner of 199 Armagh Street, Fletcher Residential Limited, with request to acquire a strip of land located between their site and the formed footpath.
- 4.2 This 173m2 strip is 49.59 metres long by 3.5 metres wide.
- 4.3 The land described, forming part of Lot 102 DP 497446 and held in Record of Title 734774, is owned by the Christchurch City Council and encompasses the Margaret Mahy Playground.
- 4.4 The strip of land contains electricity cables and transformers owned by Orion and protected by way of easements. It remains unimproved, is separate from the Margaret Mahy Playground, and is located on the opposite side of the carpark from the playground. Photographs of this land are appended as **Attachment D**
- 4.5 The land in question is not suitable for any development on its own.
- 4.6 Now, the adjoining owner, Fletcher Residential Limited, has obtained Land Use Consent and is working through Building Consent to Develop 54 residential dwellings. The land is adjacent to blocks A and B. A plan showing the extent of the development is appended as **Attachment C**.
- 4.7 An agreement has been entered into with the adjoining property owner to enable the transfer of the land subject to Council approval. The purchaser is responsible for completing the necessary subdivision at their own cost, paying for the valuation by a valuer engaged by the Christchurch City Council, and paying the consideration for the land based on that valuation.
- 4.8 The agreement also includes a restrictive covenant ensuring public amenities are retained. This covenant is annexed as **Attachment E**
- 4.9 A review has been completed to confirm the Council's obligations pursuant to Section 138 Of the Local Government Act 2002. This section of the Act requires the Council, in the event land is deemed surplus to requirements, to publicly consult on the proposal before it sells or disposes of, or agrees to sell or dispose of, the park or part of the park. While this strip of land has not been used as a park, it does form part of the underlying title with the Margaret Mahy playground so Council will to satisfy this and its obligations under sections 76 81 of the LGA "Decision Making" consultation will be undertaken. The scope of this is currently being developed with the Engagement Team and will be initiated following approval of the resolutions in this report.



- 4.10 In consideration of the land area being transferred, the value has been determined by valuation. The valuation is appended as Public Excluded **Attachment G.**
- 4.11 In addition to the valuation costs, the purchaser is responsible for covering all Council expenses related to the negotiation and completion of the proposed transfer, including staff time and legal fees up to a maximum of \$10,000.

### Options Considered Ngā Kōwhiringa Whaiwhakaaro

- 4.12 The following reasonably practicable options were considered and are assessed in this report:
  - 4.12.1 Approve sale of land at the current market value as assessed by the Council's independent registered valuer Public Excluded **Attachment G**.
  - 4.12.2 Decline sale of land.
- 4.13 The following options were considered but ruled out:
  - 4.13.1 Nil.

### **Options Descriptions Ngā Kōwhiringa**

- 4.14 **Preferred Option:** Approve the sale of the land.
  - 4.14.1 **Option Description:** Authorise the sale of part of 177 Armagh Street, as shown as 173m2 in Attachment A to the adjoining owner.
  - 4.14.2 Option Advantages
    - Removes the Council's obligations to maintain an unused portion of land i.e. reduces operating costs.
    - Provides unbudgeted revenue.
    - Enables access for services and access to the 7 dwellings.
    - Reduces rates paid by the Council and increases rates paid to the Council.
    - Enables the approved resource consent plan to proceed.
  - 4.14.3 Option Disadvantages
    - Nil.
- 4.15 Option 2 Decline the sale of land.
  - 4.15.1 **Option Description:** Decline the sale of land to the adjoining owner.
  - 4.15.2 Option Advantages
    - The Council will retain ownership of the land, albeit for no likely operational purpose.
  - 4.15.3 Option Disadvantages
    - The land's disjointed nature increases risks of unauthorized use or liability.
    - Regular maintenance, such as mowing and landscaping, is required to ensure the land visually aligns with neighbouring properties, incurring ongoing costs and effort.

### Analysis Criteria Ngā Paearu Wetekina

4.16 In considering the presented options and its decision, the Council should factor in the operational requirement to retain this land (low), the financial implications of retention (low)



and the revenue gained from the recommended sale (moderate, in relation to the utility of the land area).

## 5. Financial Implications Ngā Hīraunga Rauemi

## Capex/Opex Ngā Utu Whakahaere

	Recommended Option	Option 2 - Decline the sale
Cost to Implement	Nil – Costs borne by	Nil – No change from
	purchaser	current
Maintenance/Ongoing	Nil – Costs borne by	Minor
Costs	purchaser	
Funding Source	Not applicable	Not applicable
Funding Availability	Not applicable	Not applicable
Impact on Rates	Increase of rates	
	received	

## 6. Considerations Ngā Whai Whakaaro

### Risks and Mitigations Ngā Mōrearea me ngā Whakamātautau

6.1 There is a low risk that, following transfer of the land, the property owner stalls or does not complete their intended developments. Should this occur, the Council will not be exposed to any form of financial claim or obligation.

### Legal Considerations Ngā Hīraunga ā-Ture

- 6.2 Statutory and/or delegated authority to undertake proposals in the report:
  - 6.2.1 The delegation to divest land sits with the full elected Council.
- 6.3 Other Legal Implications:
  - 6.3.1 The legal consideration is the agreement necessary to facilitate the sale of land. This has been drafted by the proposed purchasers' solicitors and the Council legal team. This agreement is annexed as **Attachment F**.

### Strategy and Policy Considerations Te Whai Kaupapa here

- 6.4 The required decision:
  - 6.4.1 Aligns with the <u>Christchurch City Council's Strategic Framework</u>.
  - 6.4.2 Is assessed as low significance based on the Christchurch City Council's Significance and Engagement Policy. The level of significance was determined by considering the low impact on the public (unusable site).
  - 6.4.3 Is consistent with the Council's Plans and Policies.
- 6.5 This report does not support the <u>Council's Long Term Plan (2024 2034)</u>. This is a one-off independent consideration through an unsolicited proposal but has a positive financial impact on the Councils budgets and plans i.e. does not affect levels of service, provides unplanned revenue by way of the sale and reduces operating costs of holding the land.
- 6.6 Aligns with the Councils Disposal of Property Policy 2000 and Councils Retention Criteria

  Appendix I.



## Community Impacts and Views Ngā Mariu ā-Hāpori

- 6.7 Through the course of its decision-making processes, the Council is required to consider the views and preferences of persons likely to be affected by, or to have an interest in, the matter (Section 76 81 " Decision Making" of the Local Government Act 2002).
- 6.8 In this instance, the land is not classified as Reserve under the Reserves Act 1977, nor is the site considered and open publicly accessible space (i.e. deemed 'park' under Section 138 of the Local Government Act 2002).
- 6.9 In consideration of the location, being adjacent to and on the same underlying title as the Margrette Mahy playground, consultation will be undertaken. The scope of this is currently being developed with the Engagement Team and will be initiated following approval of the resolutions in this report.
- 6.10 The decision affects the following wards/Community Board areas:
  - 6.10.1 Waipapa Papanui-Innes-Central Community Board.
- 6.11 The Community Board's view has not been requested on this occasion, as the delegation to divest the land is held by the full Council.

### Impact on Mana Whenua Ngā Whai Take Mana Whenua

- 6.12 The decision does not involve a significant decision in relation to ancestral land, a body of water or other elements of intrinsic value, therefore this decision does not specifically impact Mana Whenua, their culture, and traditions.
- 6.13 The decision does not involve a matter of interest to Mana Whenua and will not impact on our agreed partnership priorities with Ngā Papatipu Rūnanga.
- 6.14 This strip of land forms part of a modern title issued in 2017 and has not historically been under Mana Whenua ownership.

## Climate Change Impact Considerations Ngā Whai Whakaaro mā te Āhuarangi

- 6.15 The proposals in this report are unlikely to contribute significantly to adaptation to the impacts of climate change or emissions reductions.
- 6.16 The transfer of the of strip of land to the adjoining owner, will have no bearing on the effects of climate change.

## 7. Next Steps Ngā Mahinga ā-muri

7.1 Following approval of the resolutions in this report staff will undertake the required consultation. The outcome of that will determine whether to proceed if there are no objections or require a further consideration and determination by the Council in the event there are objections.



## **Attachments Ngā Tāpirihanga**

No.	Title	Reference	Page
A 🗓 📆	Proposed subdivision of land to transfer Title Plan	25/1408427	115
В 🗓 📆	RC Plan showing area to Transfer	25/1410861	116
C 📅 🎇	Plan of 54 Residential Dwellings	25/1410864	117
D 🕂 📆	Photography of proposed area to transfer	25/1474840	118
E <u>1</u>	Land Covenant	25/1436513	122
F <u>J</u> 🖫	Sale and Purchase Agreement	25/1447795	128
G	Valuation (Under Separate Cover) - CONFIDENTIAL	25/1619627	
H 🔨 🎇	Disposal of Council Property Policy 2000	25/1719420	160

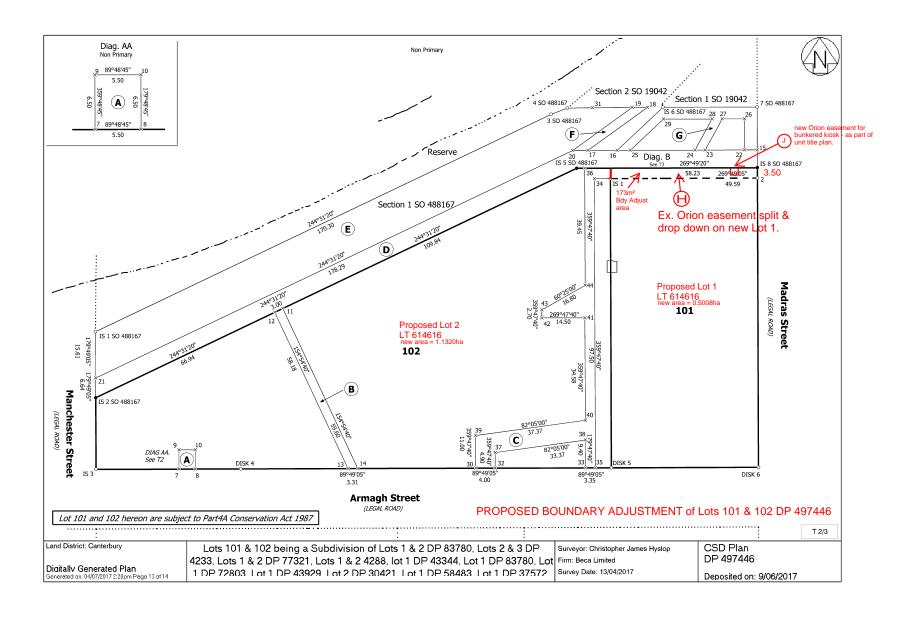
In addition to the attached documents, the following background information is available:

Document Name – Location / File Link	
Not applicable	

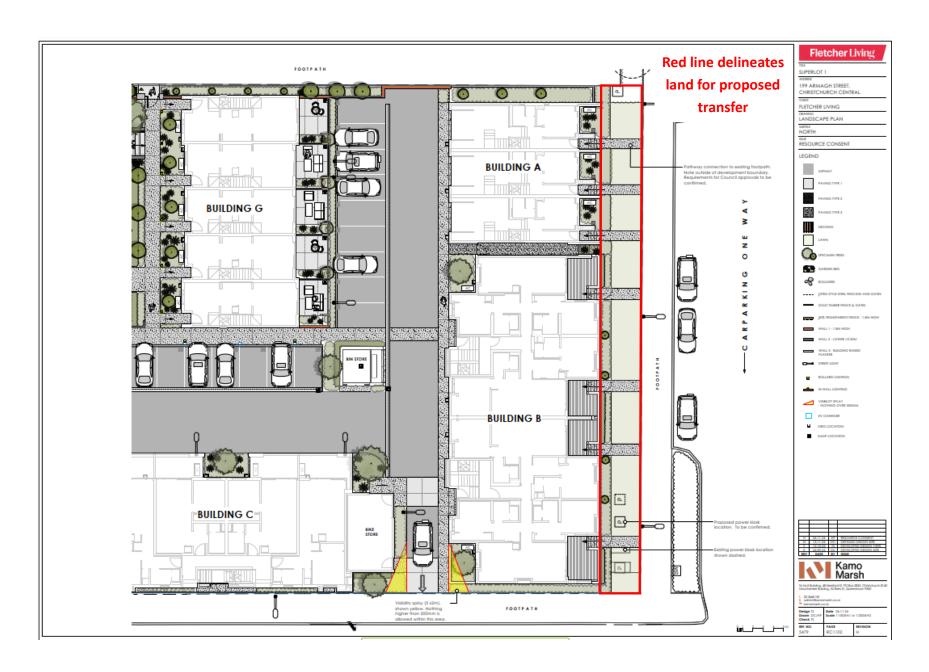
# Signatories Ngā Kaiwaitohu

Author	Nigel Collings - Property Consultant	
Approved By	Angus Smith - Manager Property Consultancy	
	Rupert Bool - Head of Parks	

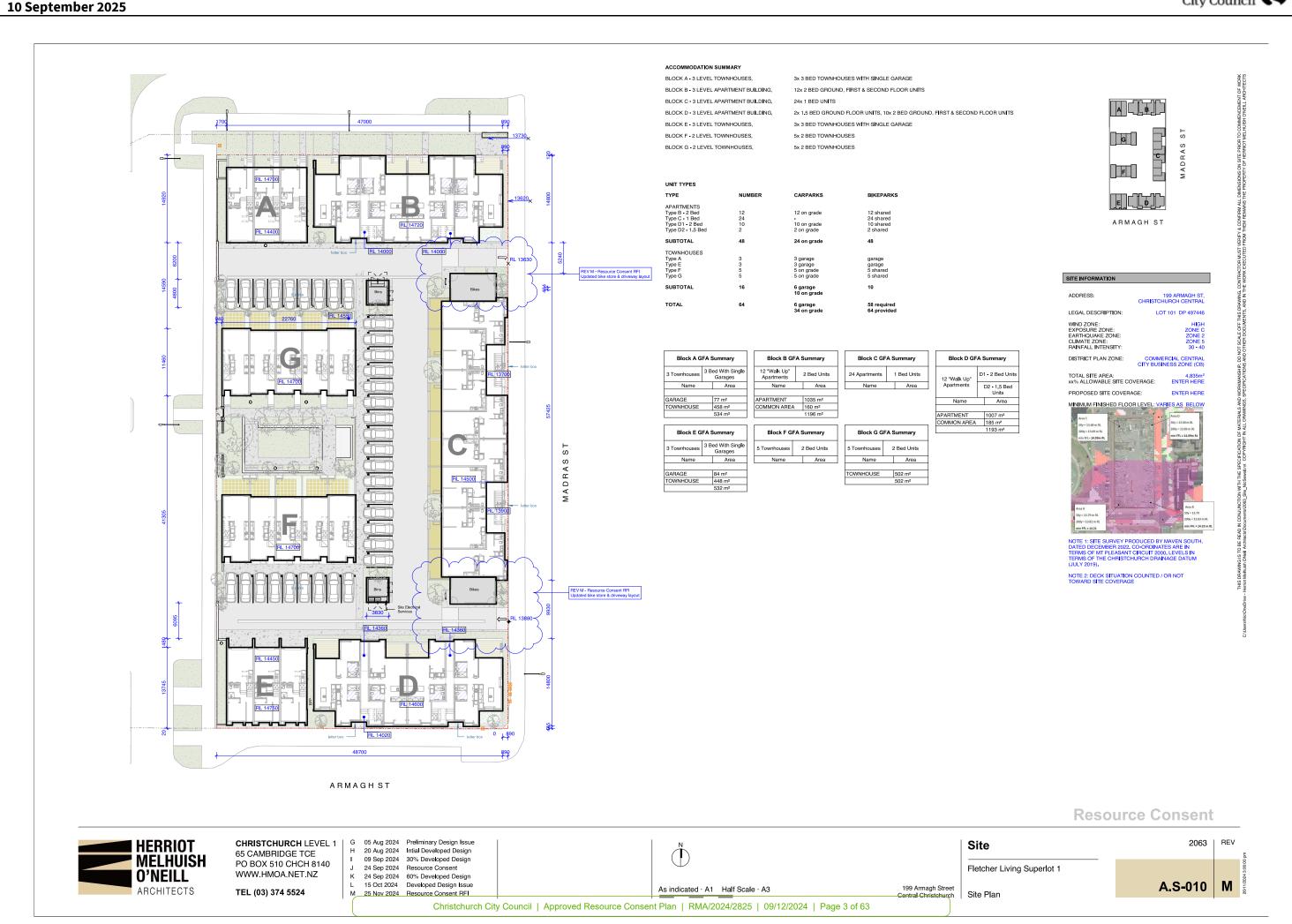








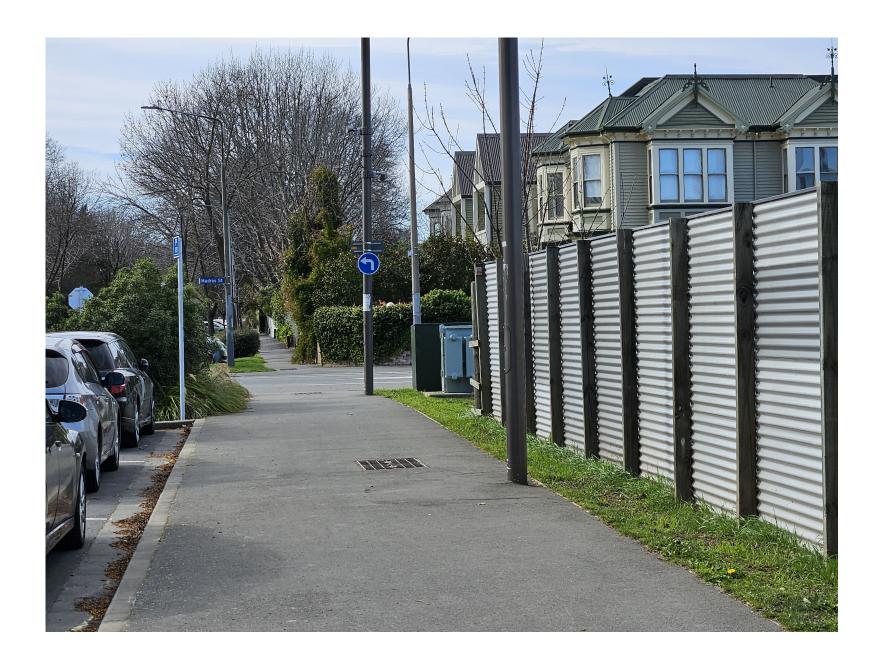








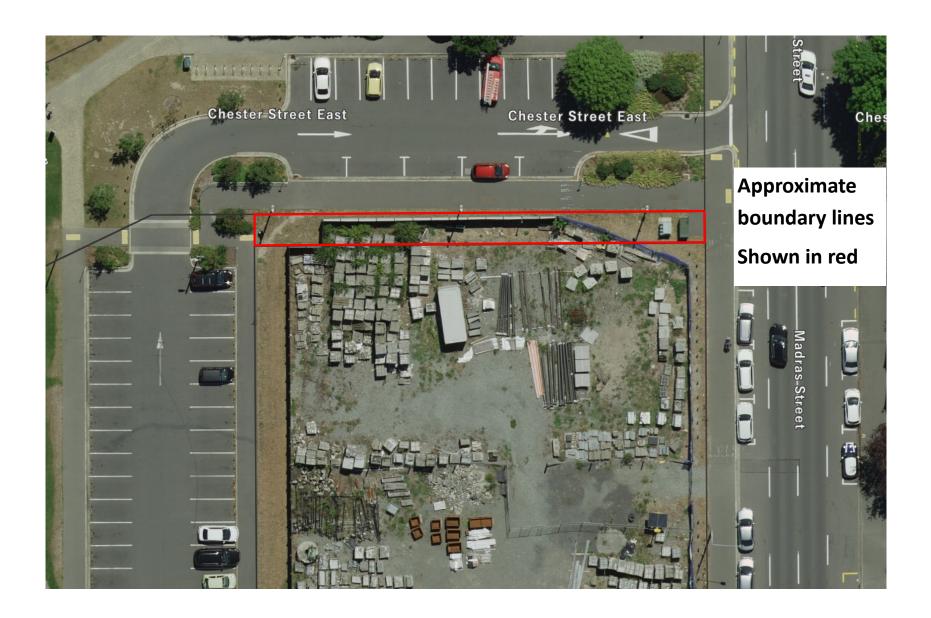














Page 1 of 6 Pages

### **Covenant Instrument to note land covenant**

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

Covenantor	
   FLETCHER RESIDENTIAL LIMITED	
Covenantee	
CHRISTCHURCH CITY COUNCIL	

### **Grant of Covenant**

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

Schedule A	Continue in additional Annexure Schedule, if required			
Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross	
Land Covenant	The part within lot 102 deposited plan 497446 as depicted on the attached plan as '173sqm Boundary Adjustment Area'	The part within lot 102 deposited plan 497446 as depicted on the attached plan as '173sqm Boundary Adjustment Area'	In gross	



Page 2 of 6 Pages

## Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:		
[Memorandum number 2017].	, registered under section 209 of the Land Transfer Act	
Annexure Schedule 1.		



Annexure Schedule 1 Page 3 of 6 Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

### **ANNEXURE SCHEDULE 1**

### THE CIRCUMSTANCES

As at the date of registration the Covenantor named in this Instrument is the registered owner of the land subject to this Instrument, being the Burdened Land in Schedule A (**Property**).

Pursuant to the Covenantee's transfer of the Property to the Covenantor, this instrument is to be registered against the Record of Title for the Property in order to ensure the ongoing compliance of the Covenantor with the covenants of this instrument.

The Covenantor named in this Instrument has consented to the registration of this Instrument.

#### THE COVENANTS

- Fencing: The Covenantor shall ensure on an ongoing basis that the northern and eastern boundaries of the property are fenced with pool style fencing at a height not exceeding 1.4 metres.
- Construction: The Covenantor shall ensure on an ongoing basis that no construction of any kind (excluding planting and paving) is undertaken on the Property.
- 3. **Parking**: The Covenantor shall ensure on an ongoing basis that no person shall use the Property for any temporary or permanent parking for any length of time.
- 4. **Entry**: The Covenantee's officers and agents may at any time upon prior written notice enter the Property for the purposes of ensuring compliance by the Covenantor with the covenants of this Instrument.
- 5. Indemnity: To the fullest extent possible, the Covenantor indemnifies the Covenantee for and releases the Covenantee from any and all liability for loss, damage, costs or proceedings arising out of or in relation to the Covenantee providing and approving this Instrument, or breach by the Covenantor of the covenants of this Instrument.
- 6. Costs: The Covenantor will pay all the Covenantee's costs (including without limitation legal costs on a solicitor/client basis) directly or indirectly attributable to the preparation, registration, inspection (other than monitoring covered by clause 2), enforcement and revocation of this Instrument and any guarantee under clause 8.

Christchurch City Council

#### **Annexure Schedule 1**

Page 4 of 6 Pages

Insert instrument type

#### Covenant

- 7. **Liquidated Damages**: In default of the Covenantor complying with clauses 1 3 to the Covenantee's satisfaction, the Covenantor shall, forthwith upon demand in writing by the Covenantee (**Default Notice**), pay to the Covenantee the Liquidated Damages at the expiry of each month or part thereof from the date of the Default Notice until such time as the Covenantor is, to the Covenantee's satisfaction, no longer in default. The Covenantor acknowledges that the Liquidated Damages are a genuine and reasonable pre-estimate of Covenantee's costs in monitoring the Covenantor's compliance with clauses 1 3, and that it is appropriate for the Covenantor to bear those costs.
- 8. Consent: The Covenantor shall ensure that on lodgement of this Instrument it holds the prior written consent from any and all persons with an unregistered (and where specified by the Covenantee registered) estate or interest in the Property, to the registration and performance of the covenants of this Instrument.
- 9. **Further assurances**: The Covenantor shall ensure that it is at all times in a position to comply with all of its obligations under the covenants of this Instrument.
- 10. Injunctive relief: The Covenantor acknowledges that the Covenantee shall be entitled to an injunction or other equitable relief for any threatened or actual breach of the covenants of this Instrument as (without prejudice to any rights or remedies of the Covenantee) damages alone would not be an adequate remedy.
- 11. Limitation of liability: A person shall, on ceasing to be a registered owner of the Property, remain liable only in respect of any breach of the covenants of this Instrument arising or continuing while that person was a registered owner.
- 12. Revocation: Upon application in writing by the Covenantor, the Covenantee will provide a revocation of this Instrument where the Covenantee is satisfied in its sole and absolute discretion that the covenants of this Instrument have become obsolete. Where the Covenantee forms the view for any reason that this Instrument should be revoked, the Covenantor will promptly do and sign all things reasonably required to revoke this Instrument and without prejudice to that requirement the Covenantor irrevocably appoints the Covenantee, or any officer of the Covenantee with the necessary delegated authority, as its attorney with full power to do all things and sign all documents required to effect such revocation.
- 13. **Non-Waiver**: No failure or delay by the Covenantee to exercise any right under this Instrument shall constitute a waiver of any right or restrict any further exercise of any right.

**Annexure Schedule 1** 

Page 5 of 6 Pages

Insert instrument type

Covenant

No single or partial exercise of a right shall preclude or restrict the further exercise of any right.

- 14. Exercise of powers: Nothing in this Instrument shall be construed so as to remove or limit any rights, powers or remedies vested in the Covenantee by law, or to compel the Covenantee to exercise all or any rights, powers or remedies granted by this Instrument.
- 15. Severance: If any provision of this Instrument is or becomes illegal or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal and enforceable or, if it cannot be read down, severed from this Instrument, without affecting the legality and enforceability of any other provision.
- 16. **Definitions and Interpretation**: In this Instrument:
  - (a) CPI means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
  - (b) **Covenantor** means the registered owner for the time being of the Property;
  - (c) Liquidated Damages means initially \$1,000.00 to be adjusted on each anniversary of the date of registration of this Instrument (review date) using the formula:

 $A = B \times (C \div D)$ , where:

A = the CPI reviewed liquidated damages from the relevant review date;

B = the liquidated damages payable immediately before the relevant review date;

C = CPI for the quarter year ending immediately before the relevant review date; and

D = CPI for the quarter year ending immediately before the last review date (or if there is no previous liquidated damages review date, the date of registration of the Instrument),

where (C ÷ D) shall not be less than 1.

(d) an obligation by two or more persons binds those persons jointly and severally;



### **Annexure Schedule 1**

Page 6 of 6 Pages

Insert instrument type

## Covenant

- (e) any obligation to do anything includes an obligation to cause that thing to be done, and any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (f) references to persons include any body of persons (incorporated or not);
- (g) the word "including" and other similar words do not imply any limitation;
- (h) the plural includes the singular and vice versa; and
- (i) any reference to a statute or subordinate legislation includes any statute or subordinate legislation which amends or replaces it. References to any statute includes any subordinate legislation made under it.

Item No.: 10

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ADLS 1 REINZ

Eleventh Edition 2022 (3)

<b>AGREEMENT</b>	FOR SALI		PURCHASE	OF REAL	FCTATE
VOIVERIAIRIA	I ON SALI	- AIVL	FUNCHASE	OF NEAL	. LJ   A   L

This form is approved by the Real Estate  DATE: 972 July 20	Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.
VENDOR: Christchurch City Council	
PURCHASER: Fletcher Residential Lin	nited and/or nomined
The vendor is registered under the GST A If "Yes", Schedule 1 must be completed by the	Act in respect of the transaction and/or will be so registered at settlement: Yes/No
	nt to the parties for income tax and/or GST purposes:  Vendor Yes/Noddendum for this agreement is recommended.  Purchaser/Purchaser's Nominee Yes/Nod
PROPERTY Address: Madras Street, Christchurch	
Estate: FREEHOLD STRATUM IN LEASEHOLD If none of the above are deleted, the estate be Legal Description:	eing sold is the first option of freehold.
Area (more or less): The part within lot 102 deposited plan 497446 as depicted on the attached plan as '173sqm Boundary Adjustment area'	Lot/Flat/Unit: DP: Record of Title (unique identifier): 734774  Copyright & May 2023
PAYMENT OF PURCHASE PRICE Purchase price: \$ Refer to FTS 22.1(a)	Plus GST (if any) OR Inclusive of GST (if any) If neither is deleted, the purchase price includes GST (if any).  GST date (refer clause 13.0):
Deposit (refer clause 2.0): \$	
Balance of purchase price to be paid or s  (1) By payment in cleared funds on t	
OR (2) In the manner described in the F	urther Terms of Sale. Interest rate for late settlement: 12 % p.a.
CONDITIONS (refer clause 9.0) Finance required (clause 9.1):	Yes/No Finance date:
LIM required (clause 9.3): Building report required (clause 9.4): Toxicology report required (clause 9.5):	Yes/No LIM date: Yes/No Building report date: Yes/No Toxicology report date:
OIA consent required (clause 9.6): Land Act consent required (clause 9.7):	Yes/No OIA date (clause 9.8): Yes/No Land Act date (clause 9.8):
TENANCIES Particulars of any tenancies are set out in Sche	Yes/No edule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement. Release date: 9 May 2023 Release date: 9 May 2023

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### **GENERAL TERMS OF SALE**

#### 1.0 Definitions, time for performance, notices, and interpretation

#### .. 1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (34) "Rules" means body corporate operational rules under the Unit Titles Act.

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- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (37) "Settlement date" means the date specified as such in this agreement.
- (38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (43) "Unit title" means a unit title under the Unit Titles Act.
- (44) "Unit Titles Act" means the Unit Titles Act 2010.
- (45) "Working day" means any day of the week other than:
  - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
  - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
    - a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
    - (d) the day observed as the anniversary of any province in which the property is situated;
  - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
  - (f) any other day that the Government of New Zealand declares to be a public holiday.

A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

- 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:
  - the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
  - (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.
- 1.3 Time for Performance

(b)

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).
- 1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
  - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
    - on the party or on the party's lawyer:
    - (i) by personal delivery; or
    - (ii) by posting by ordinary mail; or
    - (iii) by email; or
    - (iv) In the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
  - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
  - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
  - (c) in the case of email:
    - i) when sent to the email address provided for the party or the party's lawyer on the back page; or
    - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
    - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
  - (d) In the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
  - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

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- 1.5 Interpretation and Execution
  - If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint (1)
  - Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but (2) unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser
  - If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall (3)prevail.
  - Headings are for information only and do not form part of this agreement. (4)
  - References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted (5) or as their application is modified by other provisions from time to time.
  - Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

#### Deposit 2.0

- The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both 2.1 parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
  - the requisition procedure under clause 6.0 is completed without either party cancelling this agreement: and/or
  - where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been (2) fulfilled or waived; and/or
  - where the property is a unit title: (3)
    - a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
    - all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
    - this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or (c)
  - (4)this agreement is:
    - cancelled pursuant to clause 6.2(3)(c); and/or avoided pursuant to clause 9.10(5).
- Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing

#### 3.0 Possession and Settlement

#### Possession

- Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so 3.1 yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
  - to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
  - to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the 3.3 responsibility of and belong to the vendor.
- On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

### Settlement

The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.

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- 3.6 The purchaser's lawyer shall:
  - (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
    - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
  - (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
    - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
  - (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
  - (2) the vendor's lawyer shall immediately thereafter:
    - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
    - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
    - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
  - purchaser's lawyer providing to the vendor's lawyer a written under the purchaser is ready, willing, and able to settle;
  - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
  - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

#### Last-Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
  - (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
  - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

### Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
  - (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
  - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
    - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
    - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
  - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

#### Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
  - (a) the default period means:
    - in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

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- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs;
   and
- (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
  - a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
  - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
    - (i) any withholding tax; and
    - (ii) any bank or legal administration fees and commission charges; and
    - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

### **Deferment of Settlement and Possession**

- 3 14 If
  - (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
  - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,

then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).

- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If
  - (1) the property is a unit title; and
  - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
  - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,

then the vendor may extend the settlement date:

- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
- (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

#### New Title Provision

#### 3.17 (1) Where.

- (a) the transfer of the property is to be registered against a new title yet to be issued, and
- a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,

then, unless the purchaser elects that settlement shall still take place on the agreed settlement date; the settlement date shall be deferred to the tenth working day after the later of the date on which:

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- i) the vendor has given the purchaser notice that a search copy is obtainable, or
- (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

#### 4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
  - 1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
    - a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
    - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
  - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
  - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
    - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules: and
    - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
  - defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
  - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
  - (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
  - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
  - (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
  - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

#### 5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply.
  - (1) if the destruction or damage has been sufficient to render the property unteriantable and it is unteriantable on the settlement
    - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover, or
    - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation.
  - (2) if the property is not unteriantable on the settlement date, the purchaser shall complete the purchase at the purchase priceless a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair,
  - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property unteriantable where the diminution in value exceeds an amount equal to 20% of the purchase price, and—
  - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed:
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

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#### 6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
  - (a) the tenth working day after the date of this agreement; or
  - (b) the settlement date:
  - (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
  - (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
    - (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice:
    - (b)—if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
    - (c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
  - in the case of a cross-lease title:
    - (i) alterations to the external dimensions of any leased structure; or
    - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
  - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be): then the purchaser may requisition the title under clause 6.2 requiring the vendor:
  - (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
  - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
  - (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

#### 7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
  - (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement.
    - (a) from any local or government authority or other statutory body, or
    - (b) under the Resource Management Act 1991, or
    - (c) from any tenant of the property, or
    - (d) from any other party, or
  - (2) given any consent or waiver,

which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.

- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
  - (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair-wear and tear excepted).
  - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
  - 3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

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- (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
- (5) Where the yendor has done or caused or permitted to be done on the property any works.
  - (a) any permit, resource consent, or building consent required by law was obtained, and
  - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents, and
  - (c) where appropriate, a code compliance certificate was issued for those works.
- 6) Where under the Building Act, any building on the property sold requires a compliance schedule.
  - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,
  - (b) the building has a current building warrant of fitness, and
  - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is proved than the purchaser.
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement.
  - (a) from any local or government authority or other statutory body, or
  - (b) under the Resource Management Act 1991, or
  - (c) from any tenant of the property, or
  - (d) from any other party,

has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.

- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule.
  - (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,
  - 2) the building has a current building warrant of fitness, and
  - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next doe.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
  - 1) If the water and wastewater tharges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading, out if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
  - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
  - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
  - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

### 8.0 Unit title and cross-lease provisions

### Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
  - (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
  - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
  - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
  - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (5) The vendor has no knowledge or notice of any fact which might result in:
    - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
    - (b) any proceedings being instituted by or against the body corporate; or
    - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
  - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

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- (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
  - (a) the transfer of the whole or any part of the common property;
  - (b) the addition of any land to the common property;
  - (c) the cancellation of the unit plan;
  - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
  - e) any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
  - a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
  - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
  - (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
  - 2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
  - (3) The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
  - (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
  - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that: Real Es
  - any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act;
  - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures Cross-Leases and Unit Titles
  - (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
    - (a) in the case of a cross-lease title, any required lessors' consent; or
    - (b) in the case of a unit title, any required body corporate consent,

the purchaser may demand within the period expiring on the earlier of:

- (i) the tenth working day after the date of this agreement; or
- (ii) the settlement date,

that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.

2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.

#### 9.0 Conditions and mortgage terms

- 9.1 Finance condition
  - (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
  - (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.
- 9.2 Mortgage terms
  - (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 9.3 LIM condition
  - (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
    - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
    - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
  - (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.

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- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

#### 9.4 Building report condition

- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

#### 9.5 Toxicology report condition

- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.

### 9.6 OIA consent condition

- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.
- 9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.
- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.

#### 9.9 Resource Management Act condition

If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

### 9.10 Operation of conditions

If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:

- The condition shall be a condition subsequent.
- (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
- (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
- (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
- (5) If the condition is not fulfilled by the date for fulfillment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.

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(6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

### 10.0 Claims for compensation

- 10.1. If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if.
  - (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser most act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:—
    - (a) a breach of any term of this agreement.
    - (b) a misrepresentation.
    - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986,
  - (d) arrequitable set-off, o
  - (2) there is a dispute between the parties regarding any amounts payable.
    - (a) under clause 3.12 or clause 3.13, or
    - (b) under clause 5:2:
- 10.3 To make a claim under this clause 10.0.
  - (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3:12 or clause 3:13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts), and
  - (2) the notice must.
    - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off,
    - (b) state a genuine pre-estimate of the loss suffered by the claimant, and
    - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice, and
  - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day or which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then.
  - (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause

    10.3, time being of the essence, and
  - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then.
  - (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined,
  - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society,
  - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that.
    - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement or or by the settlement date,
    - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
  - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5:2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society,
  - (5) the amount of the claim determined to be payable shall not be limited by the interim amount,

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- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve-Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
- (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount, and
- (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect
  of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined
  is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the
  interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date
  of notification of the determination, computed from the date of such notification until payment.
- Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee.
  - (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination, and
  - (2) may make an order that one party most meet all or some the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the reasonableness of the conduct.

# 11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice
  - (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
  - (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
  - (1) on or before the twelfth working day after the date of service of the notice; or
  - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,

time being of the essence, but without prejudice to any intermediate right of cancellation by either party.

- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
  - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
  - (3) The vendor may give a settlement notice with a notice under this clause.
  - (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
  - Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
    - (a) sue the purchaser for specific performance; or
    - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
      - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
      - (ii) sue the purchaser for damages.
  - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
  - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
    - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
    - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
    - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
  - (4) Any surplus money arising from a resale shall be retained by the vendor.

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- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
  - (1) sue the vendor for specific performance; or
  - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

#### 12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
  - (1) the giving and taking of possession;
  - (2) settlement:
  - (3) the transfer of title to the property;
  - (4) delivery of the chattels (if any); or
  - (5) registration of the transfer of title to the property.

#### 13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
  - (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
    - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
    - (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3 (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
  - 2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
  - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

#### 14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
  - (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
  - GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
  - (a) are incomplete; or
  - (b) alter between the date of this agreement and settlement,
  - the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
  - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.

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(3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.

#### 14.6 If

- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
- (2) that part is still being so used at the time of the supply under this agreement,

then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.

#### 14.7 If

- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
- (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement, then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
  - (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
  - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

#### 15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
  - (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

### 16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

#### 17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

#### 18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
  - 3.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

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#### 19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

#### 20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
  - 1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
    - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
    - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
  - (2) The settlement date will be the later of:
    - (a) the date that is 10 working days after all conditions are satisfied or waived; or
    - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
    - (c) the settlement date as stated elsewhere in this agreement.
  - 3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

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May 2023

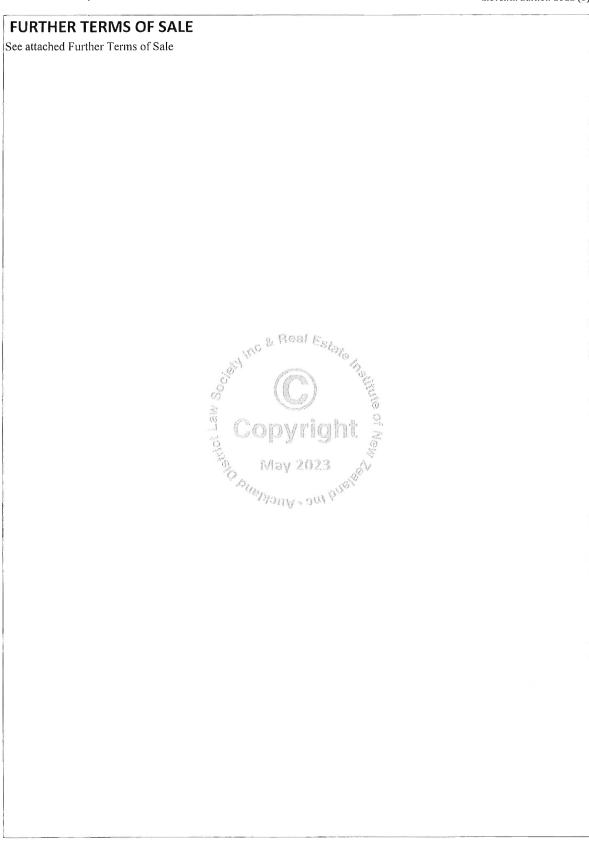
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#### **FURTHER TERMS OF SALE**

#### 21. ENTIRE AGREEMENT

21.1. This Agreement sets out the entire agreement and understanding between the parties in relation to the matters contemplated by this Agreement and in particular supersedes any prior Agreement, correspondence, or undertaking made between them.

#### 22. CONDITIONS

- 22.1. This Agreement is conditional upon the following conditions precedent:
  - (a) The Christchurch City Council ordering a registered valuation for the property and the parties agreeing on a purchase price (taking the registered valuation into consideration) within one (1) calendar month from the date of this Agreement. This condition is inserted for the benefit of both parties.
  - (b) The Christchurch City Council determining at a formal Council meeting (in its sole and absolute discretion) or under delegated authority, by 5pm on the date that is three (3) calendar months after the date of this Agreement, that the proposed sale evidenced by this Agreement and the terms and conditions of this Agreement are fully acceptable to the Christchurch City Council. The Christchurch City Council may take into account any matters it considers appropriate (in its sole and absolute discretion) in making such decision and shall not be under any obligation whatsoever to provide the vendor with reasons for its decision under this clause.
  - (c) The Christchurch City Council making a decision to proceed with the proposed sale evidenced by this Agreement after conducting consultation in accordance with section 138 of the Local Government Act 2002, by 5pm on the date that is two (2) calendar months from confirmation of FTS 22.1(b) of this Agreement.
  - (d) The Christchurch City Council obtaining a subdivision consent (upon terms and conditions entirely acceptable to the Vendor in all respects) for the subdivision shown on the attached plan by 5 pm on the date that is six (6) calendar months after the date of this Agreement.
- 22.2. The conditions contained in clause 22.1(b) (d) are inserted for the sole benefit of the Vendor.
- 22.3. The Purchaser agrees to provide to the Vendor, upon request, the subdivisional or survey office plan pursuant to FTS 23.1 of this Agreement, for the purpose of enabling the Vendor to progress the conditions in FTS 22.1(b) (d) of this Agreement.

# 23. SUBDIVISIONAL REQUIREMENTS

23.1. Subdivision: The Purchaser shall (at the purchaser's cost) proceed with all due speed, to prepare and have deposited in the Land Registry Office at Christchurch either (at the vendor's option) a subdivisional or survey office plan of the land in Record of Title 734774

Christchurch City Council

(Canterbury Registry) subdividing off the Property from the balance of the land presently contained in Record of Title 734774 (Canterbury Registry).

23.2. Delays: The Purchaser will use its reasonable endeavours to do all things necessary to obtain the deposit of a survey plan and the issue of a new title for the Property as soon as reasonably possible, and the Vendor agrees to sign all documents required to deposit the survey plan or survey office plan (as the case may be) within a reasonable time of being requested by the Purchaser to do so.

# 24. LOWEST AND CASH PRICE

24.1. The parties acknowledge that the purchase price evidenced hereby is the cash price (for the purposes of the Credit Contracts and Consumer Finance Act 2003) and the lowest price (for the purposes of the Income Tax Act 2007) for the property.

#### 25. THE VENDOR ACTING AS TERRITORIAL AUTHORITY

- 25.1. The Purchaser acknowledges that:
  - (a) The Vendor, in its capacity as a territorial authority, is required to carry out its statutory functions under the Resource Management Act 1991, the Building Act 2004 and the Local Government Acts 1974 and 2002 in accordance with the provisions of those statutes;
  - (b) The granting by the Vendor of any consent or approval by the Vendor as territorial authority under any of those Acts will not of itself be deemed to be a consent or approval by the Vendor under this Agreement;
  - (c) The Vendor is bound by statutory obligations to exercise its powers, including discretionary powers and duties under any of those Acts without regard to any relationship it may have with the Purchaser under this Agreement;
  - (d) The Vendor gives no warranty or representation as to the outcome of any application for consent or approval required by statute or otherwise to be obtained by the Purchaser or the Vendor;
  - (e) Notwithstanding that the Vendor is a territorial authority, no warranty is given that all regulatory approvals have been obtained for the Property.

# 26. NO SEPARATE TITLE TO ISSUE

- 26.1. The Purchaser acknowledges that:
  - (a) A separate Record of Title will not issue for the Property; and
  - (b) The vendor requires the Property to be amalgamated with the Record of Title to the Purchaser's adjoining land being Lot 101 on Deposited Plan 497446 comprised in Record of Title 734773.



#### 27. SETTLEMENT

27.1. The Settlement date will be ten (10) working days after the date on which the Vendor is notified in writing by the Purchaser that a search copy is obtainable of the title to the Property.

#### 28. PURCHASER'S COSTS

28.1. The Purchaser will be responsible for and meet the valuation cost and all survey costs and LINZ fees. The Purchaser shall pay all the Vendor's costs and disbursements (including staff time, and the Vendor's legal costs on a solicitor/client basis up to a maximum of \$10,000 (including GST, if any) associated with this transaction, whether or not this transaction proceeds. The costs referred to in this clause 28 shall be payable by the Purchaser direct to the provider concerned, or in the case of costs incurred by the Vendor, to the Vendor at settlement, or in the case of the transaction not proceeding, upon termination of this Agreement.

#### 29. ACKNOWLEDGEMENTS AND WARRANTIES

- 29.1. The Purchaser acknowledges that while every effort has been made to ensure that any information supplied by the Vendor or its agents, employees or consultants is accurate and correct, such information has been supplied on an indicative basis only, and the Vendor does not warrant the accuracy, correctness or completeness of any report or information provided by the Vendor to the Purchaser in respect of the Property. The Purchaser shall have no claim against the Vendor or any other person for compensation or damages upon the grounds that any information so supplied is incorrect, incomplete, inaccurate, misleading or otherwise.
- 29.2. The Purchaser acknowledges that prior to entering into this Agreement a full opportunity for investigation and inspection of the property was accorded by the Vendor.
- 29.3. The Purchaser acknowledges that by entering into this Agreement that it relies solely upon its own judgement and after making such enquiries and seeking such information as the Purchaser has considered appropriate (including after taking such independent advice as it considers appropriate in the circumstances) and not upon any information, report, representation, warranty or statement made by the Vendor or any of its officers, or any agent, employee, consultant or adviser of the Vendor. In particular, no representation whatsoever is made in relation to any adverse ground conditions, contamination, material found below the surface of the land comprising the Property or any other matter, and the Purchaser acknowledges that it has made its own enquiries as to the implications and effect of any such matters and/or the remediation required prior to entering into this Agreement.
- 29.4. No warranty is given by the Vendor that the Property, or any part of it, is suitable or will remain suitable for development or use for commercial or residential purposes or for any other purpose.



#### 30. PROPERTY TO BE SOLD AS IS WHERE IS

- 30.1. The Purchaser acknowledges that the property is sold on an "as is, where is" basis and no representations or warranties have been provided by the Vendor regarding the Property except to the extent expressly stated in this Agreement.
- 30.2. The Vendor makes no representation or warranty about the condition or state of repair of the Property (including any buildings or services relating to the Property), or its knowledge of the condition, state or repair or any services relating to the Property.
- 30.3. The Property is sold subject to existing tenancies or occupancies (if any).
- 30.4. No fixture or chattel shall pass with the Property if the Vendor has no right to sell it. No warranty by the Vendor that any fixture or chattel is included in the sale is implied. Only chattels owned by the Vendor and situated on the Property at the date of settlement are included in the sale and the Vendor shall not be liable if any fixture or chattel located at the Property at the date of this Agreement is removed before settlement.
- 30.5. The Vendor excludes all liability whatsoever for any damages or loss suffered by the Purchaser in undertaking upgrading, remedial or maintenance work that may be required to the Property.
- 30.6. The Vendor will not be liable to the Purchaser, and the Purchaser acknowledges that it shall have no recourse against the Vendor, for or in relation to any matter concerning the Property which the Purchaser may become aware of at any time, including, by way of example and not by way of limitation, earthquake damage, any contaminant (within the meaning of the Resource Management Act 1991) or inadequate services to the Property.

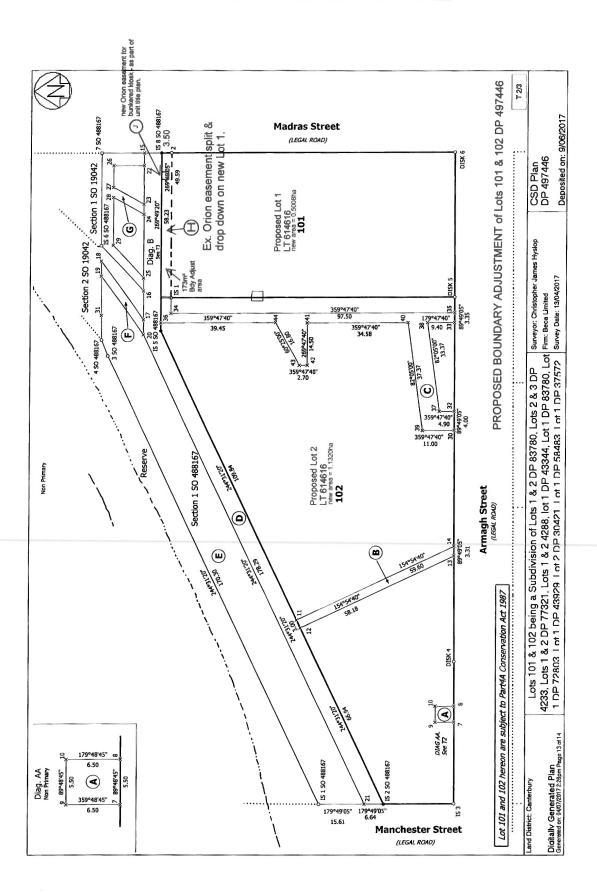
# 31. LAND COVENANT

31.1. The Purchaser acknowledges that the Property will be subject to certain restrictions that will be registered upon settlement in the form attached ("Land Covenant").

# 32. SUNSENT DATE

32.1 If settlement has not taken place by the date 12 months after the date of this agreement, the Vendor shall be entitled at any time after that date to cancel this agreement by written notice to the Purchaser.

Christchurch City Council





Page 1 of 6 Pages

# Covenant Instrument to note land covenant

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

Covenantor
FLETCHER RESIDENTIAL LIMITED
Covenantee
CHRISTCHURCH CITY COUNCIL

# **Grant of Covenant**

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

Schedule A	Conti	nue in additional Annexu	re Schedule, if required
Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	The part within lot 102 deposited plan 497446 as depicted on the attached plan as '173sqm Boundary Adjustment Area'	The part within lot 102 deposited plan 497446 as depicted on the attached plan as '173sqm Boundary Adjustment Area'	In gross



Page 2 of 6 Pag	ge
Covenant rights and powers (including terms, covenants and conditions)	
Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.	
The provisions applying to the specified covenants are those set out in:	
[Memorandum number , registered under section 209 of the Land Transfer Act 2017].	
Annexure Schedule 1.	



Annexure Schedule 1	Page 3 of 6 Pages
Insert instrument type  Covenant	

Continue in additional Annexure Schedule, if required

#### **ANNEXURE SCHEDULE 1**

#### THE CIRCUMSTANCES

As at the date of registration the Covenantor named in this Instrument is the registered owner of the land subject to this Instrument, being the Burdened Land in Schedule A (**Property**).

Pursuant to the Covenantee's transfer of the Property to the Covenantor, this instrument is to be registered against the Record of Title for the Property in order to ensure the ongoing compliance of the Covenantor with the covenants of this instrument.

The Covenantor named in this Instrument has consented to the registration of this Instrument,

# THE COVENANTS

- Fencing: The Covenantor shall ensure on an ongoing basis that the northern and eastern boundaries of the property are fenced with pool style fencing at a height not exceeding 1.4 metres.
- 2. **Construction**: The Covenantor shall ensure on an ongoing basis that no construction of any kind (excluding planting and paving) is undertaken on the Property.
- 3. **Parking**: The Covenantor shall ensure on an ongoing basis that no person shall use the Property for any temporary or permanent parking for any length of time.
- 4. Entry: The Covenantee's officers and agents may at any time upon prior written notice enter the Property for the purposes of ensuring compliance by the Covenantor with the covenants of this Instrument.
- 5. Indemnity: To the fullest extent possible, the Covenantor indemnifies the Covenantee for and releases the Covenantee from any and all liability for loss, damage, costs or proceedings arising out of or in relation to the Covenantee providing and approving this Instrument, or breach by the Covenantor of the covenants of this Instrument.
- 6. Costs: The Covenantor will pay all the Covenantee's costs (including without limitation legal costs on a solicitor/client basis) directly or indirectly attributable to the preparation, registration, inspection (other than monitoring covered by clause 2), enforcement and revocation of this Instrument and any guarantee under clause 8.

#### **Annexure Schedule 1**

Page 4 of 6 Pages

Insert instrument type

#### Covenant

- 7. Liquidated Damages: In default of the Covenantor complying with clauses 1 3 to the Covenantee's satisfaction, the Covenantor shall, forthwith upon demand in writing by the Covenantee (Default Notice), pay to the Covenantee the Liquidated Damages at the expiry of each month or part thereof from the date of the Default Notice until such time as the Covenantor is, to the Covenantee's satisfaction, no longer in default. The Covenantor acknowledges that the Liquidated Damages are a genuine and reasonable pre-estimate of Covenantee's costs in monitoring the Covenantor's compliance with clauses 1 3, and that it is appropriate for the Covenantor to bear those costs.
- 8. Consent: The Covenantor shall ensure that on lodgement of this Instrument it holds the prior written consent from any and all persons with an unregistered (and where specified by the Covenantee registered) estate or interest in the Property, to the registration and performance of the covenants of this Instrument.
- 9. **Further assurances**: The Covenantor shall ensure that it is at all times in a position to comply with all of its obligations under the covenants of this Instrument.
- 10. Injunctive relief: The Covenantor acknowledges that the Covenantee shall be entitled to an injunction or other equitable relief for any threatened or actual breach of the covenants of this Instrument as (without prejudice to any rights or remedies of the Covenantee) damages alone would not be an adequate remedy.
- 11. Limitation of liability: A person shall, on ceasing to be a registered owner of the Property, remain liable only in respect of any breach of the covenants of this Instrument arising or continuing while that person was a registered owner.
- 12. Revocation: Upon application in writing by the Covenantor, the Covenantee will provide a revocation of this Instrument where the Covenantee is satisfied in its sole and absolute discretion that the covenants of this Instrument have become obsolete. Where the Covenantee forms the view for any reason that this Instrument should be revoked, the Covenantor will promptly do and sign all things reasonably required to revoke this Instrument and without prejudice to that requirement the Covenantor irrevocably appoints the Covenantee, or any officer of the Covenantee with the necessary delegated authority, as its attorney with full power to do all things and sign all documents required to effect such revocation.
- Non-Waiver: No failure or delay by the Covenantee to exercise any right under this Instrument shall constitute a waiver of any right or restrict any further exercise of any right.



#### Annexure Schedule 1

Page 5 of 6 Pages

Insert instrument type

Covenant

No single or partial exercise of a right shall preclude or restrict the further exercise of any right.

- 14. **Exercise of powers**: Nothing in this Instrument shall be construed so as to remove or limit any rights, powers or remedies vested in the Covenantee by law, or to compel the Covenantee to exercise all or any rights, powers or remedies granted by this Instrument.
- 15. Severance: If any provision of this Instrument is or becomes illegal or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal and enforceable or, if it cannot be read down, severed from this Instrument, without affecting the legality and enforceability of any other provision.
- 16. **Definitions and Interpretation**: In this Instrument:
  - (a) CPI means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
  - (b) Covenantor means the registered owner for the time being of the Property;
  - (c) **Liquidated Damages** means initially \$1,000.00 to be adjusted on each anniversary of the date of registration of this Instrument (review date) using the formula:

 $A = B \times (C \div D)$ , where:

A = the CPI reviewed liquidated damages from the relevant review date;

B = the liquidated damages payable immediately before the relevant review date;

C = CPI for the quarter year ending immediately before the relevant review date; and

D = CPI for the quarter year ending immediately before the last review date (or if there is no previous liquidated damages review date, the date of registration of the Instrument),

where (C ÷ D) shall not be less than 1.

(d) an obligation by two or more persons binds those persons jointly and severally;



(e) any obligation to do anything includes an obligation to cause that thing to be done, and any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;  (f) references to persons include any body of persons (incorporated or not);  (g) the word "including" and other similar words do not imply any limitation;  (h) the plural includes the singular and vice versa; and  (i) any reference to a statute or subordinate legislation includes any statute or subordinate legislation which amends or replaces it. References to any statute includes any subordinate legislation made under it.	Insert instrume	nt type
and any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;  (f) references to persons include any body of persons (incorporated or not);  (g) the word "including" and other similar words do not imply any limitation;  (h) the plural includes the singular and vice versa; and  (i) any reference to a statute or subordinate legislation includes any statute or subordinate legislation which amends or replaces it. References to any statute	Covenant	
<ul> <li>(g) the word "including" and other similar words do not imply any limitation;</li> <li>(h) the plural includes the singular and vice versa; and</li> <li>(i) any reference to a statute or subordinate legislation includes any statute or subordinate legislation which amends or replaces it. References to any statute</li> </ul>	(e)	and any obligation not to do anything includes an obligation not to suffer, permit or
(h) the plural includes the singular and vice versa; and     (i) any reference to a statute or subordinate legislation includes any statute or subordinate legislation which amends or replaces it. References to any statute	(f)	references to persons include any body of persons (incorporated or not);
(i) any reference to a statute or subordinate legislation includes any statute or subordinate legislation which amends or replaces it. References to any statute	(g)	the word "including" and other similar words do not imply any limitation;
subordinate legislation which amends or replaces it. References to any statute	(h)	the plural includes the singular and vice versa; and
	(i)	subordinate legislation which amends or replaces it. References to any statute
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# ADLS X REINZ

Eleventh Edition 2022 (3)

# **SCHEDULE 1**

(GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

	on 1 Vendor	
1(a)	The vendor's registration number (if already registered):	
1(b)	(i) Part of the property is being used as a principal place of residence at the date of this agreement.  (ii) That part is:  (e.g. "the main farmhouse" or "the apartment above the shop")  (iii) The supply of that part will be a taxable supply.	Yes/No Yes/No Yes/No
Section	on 2 Purchaser	103/110
		· / / / / / / / / / / / / / / / / / / /
2(a)	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b)	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the	answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c)	The purchaser's details are as follows: (i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
2(d)	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).  OR	Yes/No
	The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act.  That part is:  (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e)	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the	answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section	on 3 Nominee	
3(a)	The nominee is registered under the G&T Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b)	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the	answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c)	The nominee's details (if known to the purchaser) are as follows: (i) Full name:	
	(ii) Address:	
	(iii) Registration number (if already registered):	
3(d)	The purphaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR	
/	The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act.  That part is:	Yes/No

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		SCHEDULE 2	
		List all chattels included in the sa	lle
(Strike ou	t or add as applicabl	e. If necessary complete on a separate so	chedule or the further terms of sale)
Stove ( ) Dishwasher ( ) Burglar alarm ( ) Garden shed ( ) Fixed floor coverings	Rangehood Kitchen waste disp Heated towel rail Blinds Bathroom extracto	( ) Heat pump Curtains	( ) Cooktop ( ) ( ) Smoke detectors ( ) ( ) Garage door remote control ( ) Drapes
Both parties should che	eck that Schedule 2 /	list of chattels) includes an accurate list	of all items which are included with the sale an
purchase (in addition t			of an items which are included with the sale an
		SCHEDULE 3	
		Residential Tenancies	
Name of Tenant(s):		Me aller	
Rent:	Term:	Bond:	
		Copyright	
	(	Commercial/Industrial Tepancies If necessary complete on a separate sche	
1. Name of Tenant(s):		oud inc. sacklette	
Rent:	Term:	Right of Renewal:	Other:
2. Name of Tenant(s):			
Rent:	Term:	Right of Renewal:	Other:
3. Name of Tenant(s):		D1 1 4 5 7 7 1	O.U.
Rent:	Term:	Right of Renewal:	Other:

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# WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- · ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor must provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
  - o the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
  - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

#### PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

#### Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- Tayo (a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- (b) they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

**WARNING** (This warning does not form part of this agreement)

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

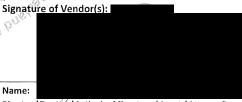
This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate May 2023

# Signature of Purchaser(s):



# Name STEVEN EVANS

Director / Trustee / Authorised Signatory / Agent / Attorney Delete the options that do not apply If no option is deleted, the signatory is signing in their personal capacity



Director / Trustee / Authorised Signatory / Agent / Attorney\*

If no option is deleted, the signatory is signing in their personal capacity

# Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\* Delete the options that do not apply If no option is deleted, the signatory is signing in their personal capacity

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\* Delete the options that do not apply If no option is deleted, the signatory is signing in their personal capacity

\*If this agreement is signed under:

- a Power of Attorney please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from (ii) ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].



# ADLS A REINZ

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VENDOR: Christchurch City Council

Contact Details: 53 Hereford St
Christchurch 8013

VENDOR'S LAWYERS:
Firm: Christchurch City Council Legal Services
Individual Acting: Rebecca Harris
Email: rebecca.a.harris@ccc.govt.nz
Contact Details:

Email address for service of notices (clause 1.4): rebecca.a.harris@ccc.govt.nz

PURCHASER: Fletchers Residential Limited

Contact Details:

PURCHASER'S LAWYERS:
Firm: Saundays + (a)
Individual Acting: Long Park doe
Email:
Contact Details:

Email address for service of notices (clause 1.4):

#### SALE BY LICENSED REAL ESTATE AGENT:

Manager:

Salesperson:

Second Salesperson:

**Contact Details:** 

Licensed Real Estate Agent under Real Estate Agents Act 2008

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Christchurch City Council

# Disposal of Council Property Policy 2000

Council, 16 December 2000.

# Disposal of Council property within the central city area.

- That the Council's policy of publicly tendering properties for sale unless there
  is a clear reason for doing otherwise be confirmed as applying to all areas of
  the City with the exception of the area in which the (interim) Central City
  Board is active in pursuit of Council revitalisation goals.
- 2. That it be confirmed that all such sales of Council land must be approved in the normal way by the full Council.



# **Assessment Against Council Retention Criteria**

In accordance with the Council's Retention Criteria, an assessment has been undertaken to ensure that the evaluation of future use options for the land identified as "Area H," part of Record of Title 734774, aligns with the Council's approved property decision-making process.

The criteria are designed to test whether a site should be considered for retention or disposal.

# Is the full property still required for the purpose for which it was originally acquired?

• Assessment: The Margaret Mahy Family Playground was officially completed and opened to the public in December 2015. It was one of the key "anchor projects" delivered as part of the Christchurch Central Recovery Plan after the earthquakes.

The site was acquired from Otakaro Limited by Council in 2017. The strip of land in question has never been improved nor used as part of the playground and remains unimproved and not part of the playground.

• **Conclusion:** The balance of the property which is to be retained, remains capable of fulfilling its original purpose, and the proposed disposal of the unused strip of land will not affect this function.

# Does the property have special cultural, heritage or environmental values that can only be protected through public ownership?

- Assessment: No evidence has been identified of recognised mana whenua cultural associations or sites of significance on this land. The site is not scheduled or listed as a heritage item in the District Plan, nor is it associated with any known structures, landscapes, or features of heritage significance. It also does not contain notable trees, ecological features, waterways, or indigenous habitats requiring protection, and it is not subject to environmental overlays such as ecological significance, flood management areas, or coastal protection.
- **Conclusion:** The property does not possess special cultural, heritage, or environmental values that necessitate ongoing protection through public ownership.



# Is there an immediate identified alternative public use/work/activity in a policy, plan or strategy?

• **Assessment:** Council staff have confirmed that the strip is not required for roading, utilities, stormwater, parks, or community facility purposes.

While surplus land can sometimes provide opportunities for future network improvements or community use, the limited use of this site due to size, shape and the existing electricity easement makes it unsuitable for any usual development. Accordingly, the site has not been earmarked for any alternative public purpose that would justify its retention.

• **Conclusion:** No immediate alternative public use is currently committed in existing plans or budgets.

# Are there any strategic, non-service delivery needs that the property meets and that can only be met through public ownership?

- Assessment: The property has been assessed against Council's wider strategic objectives beyond direct service delivery. No strategic policies or frameworks highlight this strip as necessary to secure wider public outcomes that could only be achieved through retention in public ownership.
- **Conclusion:** No, there are no identified strategic, non-service delivery needs that the property meets which can only be achieved through continued public ownership. The site therefore does not need to be retained for strategic purposes, and disposal can be considered.

Christchurch City Council

Are there any identified unmet needs, which Council might normally address, that the property could be used to solve? And is there a reasonable pathway to funding the unmet need?

- Assessment: The property has been considered against identified unmet needs that Council might normally address, such as open space, transport connections, community facilities, or infrastructure provision. No unmet needs have been identified in this location that the property could reasonably be used to resolve. In addition, there is no indication of a feasible or reasonable pathway to funding any potential alternative use of the site.
- **Conclusion**: There are no identified unmet needs that the property could be used to address, nor is there a reasonable pathway to funding such an outcome. Disposal can therefore be considered.



# 11. Taylors Mistake Baches Working Party Update

**Reference Te Tohutoro:** 25/1575065

Responsible Officer(s) Te

Pou Matua: Kathy Jarden, Team Leader Leasing Consultancy

Accountable ELT Anne Columbus, General Manager Corporate Services/Chief People

Member Pouwhakarae: Officer

# 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 The purpose of this report is to update the Council on the status of the issues raised in the report to the Council on 4 December 2024 regarding the status of the baches at Taylors Mistake and the requirement for Bach owners to enter into Licences to Occupy Legal Road at Taylors Mistake.
- 1.2 This report has been compiled following the establishment of the Taylors Mistake Working Party and their findings and recommendations.

# 2. Officer Recommendations Ngā Tūtohu

That the Council:

- 1. Receives the information in the Taylors Mistake Baches Working Party Update Report.
- 2. Notes that the Taylors Mistake Baches Working Party endorses the following strategies:
  - a. In instances where a Bach owner has not entered a Licence to Occupy the matter will be reported to the Council for a decision to be made on the retention or removal of the Bach from Taylors Mistake.
  - b. Applications for Museum Status licences will be reviewed by officers with recommendations made to the Chief Executive to exercise their delegated authority (as delegated by the Council as its meeting on 11 April 2019 CNCL/2019/00073) to grant or decline the applications.
  - c. Applications for connections to Three Water services will be processed in accordance with normal practices and under existing staff delegations.
  - d. Staff will report to the Council with a future options and decision report on the rating matters raised in this report.
- 3. Notes that this concludes the work of the Taylor Mistake Working Party.

# 3. Background/Context Te Horopaki

- 3.1 In 2019 the Taylors Mistake Bach Hearings Panel recommended to Council that Licences to Occupy be issued to the 45 Bach owners at Taylors Mistake.
- 3.2 Officers commenced the licensing process and identified several issues that were hindering the completion of the licensing process.

# 4. Considerations Ngā Whai Whakaaro

4.1 The Licence to Occupy status issues identified in the December 2024 report and the updates / actions taken following the Taylors Mistake Working Party sessions are listed below:

#### 4.2 Licence Status

# Low Risk - 35-year lease term

- 4.2.1 All Low Risk licences have now been fully executed.
- 4.2.2 Total number of licences: 33.

Moderate/High Risk – 2 year lease term within which the mitigation of the risk and hazards needs to be satisfied so that a 35-year licence can be issued.

- 4.2.3 Licences are in place for Baches 1, 2, 31, 32 and 62.
- 4.2.4 Bach 8 No indication has been given that the owners will enter into a Moderate Risk licence. The deadline to advise Council of their decision is 15 September 2025.
- 4.2.5 Bach 9 The owners have agreed to a licence, and staff are awaiting the signed documentation. Mitigation plans and a proposed timeframe for works are due by 15 December 2025. All works must be completed within 12 months, or in accordance with an approved timeline that accounts for factors such as contractor availability.
- 4.2.6 Bach 10 The owners have advised that the cost of mitigation is not feasible and have applied for a Museum Status licence.
- 4.2.7 Baches 31, 32 and 62 Owners are progressing mitigation remedies. Mitigation plans and timeframes are due by 15 December 2025, with completion required within 12 months or per an approved timeline factoring in contractor availability.
- 4.2.8 If the above Baches 8, 9, 31, 32, and 62 do not present an approved mitigation plan by the due date, a staff report will be presented to the Council outlining options for retention or removal.

#### Offer of Licence Declined

4.2.9 Bach 63 – The owners advised in 2019 that they would not enter into a licence. Council has treated this as an abandoned bach, which is now in the process of demolition (refer 4.6).

# 4.3 Request for Museum Status

- 4.3.1 Baches 1, 2 and 10 have applied for Museum Status. If approved, the current Moderate Risk licences for Baches 1 and 2 would be cancelled and replaced with museum licences and Bach 10 would receive a museum licence.
- 4.3.2 Applications are being assessed, with the final recommendation to be made to the Chief Executive for a decision under delegated authority.

# 4.4 Request for Connection to Council Services

- 4.4.1 Requests were received from Bach 48 and 49 for connection and services. In addition, the Working Party requested that the potable water reticulation supply be reviewed to get a current indication on what services were being provided to all of the Taylors Mistake Baches.
- 4.4.2 The Three Waters team carried out extensive investigations on the supply of services to the Baches and indicated that further work will be undertaken to identify the asset conditions to identify any maintenance work or upgrades.



- 4.4.3 Currently, 30 baches are supplied by Council mains and submains, with the remainder either unconnected or supplied via the Department of Conservation. None of the baches are confirmed to be connected to the wastewater network, though two appear to have pump systems installed. Existing water supply assets dedicated to the baches are aged, difficult to maintain, and costly to renew, with indicative renewal costs exceeding \$290,000 due to challenging terrain and access constraints.
- 4.4.4 Payment of rates, even where bach occupations meet the statutory definition of "separately used or inhabited," does not create an obligation for the Council to provide reticulated water or wastewater services without additional charge. Rates are a general tax that fund a wide range of Council activities and services across the district, and do not guarantee the provision of specific infrastructure to any individual property. The availability of water and wastewater connections depends on the physical location of Council's networks, the feasibility of connection, and the terms of the licence to occupy. Where a bach owner requests a new connection, all associated costs will be met by the owner, and the annual licence fee will need to be reviewed to reflect the increased level of service and associated value.
- 4.4.5 The Taylors Mistake Working Party supports staff approving applications for bach owners to connect to the Council's water or wastewater networks where it is physically feasible to do so. All connection costs, including any pump sets, laterals, or consents, will be met by the bach owner. Due to terrain and varying proximity to Council mains, connection costs are likely to be determined on a case-by-case basis.

# 4.5 Annual Rates

It was discovered that the baches at Taylors Mistake were subject to annual rates charges which was not contemplated in the Licence to Occupy valuation and licence preparation:

- 4.5.1 Council licences the occupation of legal road at Taylors Mistake for private use as baches. While the underlying land remains legal road, the occupation is exclusive and for private benefit. Under the Local Government (Rating) Act 2002 (LGRA) and the Rating Valuations Rules (RVR), this type of use generally meets the definition of being "separately used or inhabited" and is therefore required to be assessed as a separate rating unit by the Council's valuation service provider.
- 4.5.2 It has been identified that the bach improvements have been included within the rateable parcel for 226 Taylors Mistake Road. This arrangement was not considered during the Taylors Mistake Hearings Panel process in April 2019. At present, this rating parcel includes 48 baches (noting that this is an aged figure and its original accuracy has not been verified); however, following the demolition of four baches, there are now only 41 bach improvements remaining. The Council's Rates team will be required to notify Quotable Value (QV) of the licences and details. QV will then determine whether a separate rating unit must be created and assign the appropriate capital and land values.
- 4.5.3 The licences to occupy are structured as gross leases, meaning the licence fee is intended to cover all outgoings. Council will need to consider options for addressing the rates assessed on the parcel, including whether to apportion these costs, adjust licence fees, or review the rating treatment to reflect the current number and status of baches.
- 4.5.4 The total rate strike details for the rating year 2026 totals \$12,315.56 with the capital value of the improvements set being \$1,750,000 which may include other structures on this parcel of land.



- 4.5.5 The requirement to pay rates is separate from the annual licence fee charged for the right to occupy the legal road. The licence fee is a contractual payment to Council for the use of its asset, whereas rates are a statutory tax based on the value of the occupation.
- 4.5.6 A separate options and decision report will be presented to the Council to determine a suitable arrangement in respect of the licence fee and rates charges. It was not the intention of the Hearings Panel in 2019 to have rates charges for these baches.

# 4.6 **Demolition**

- 4.6.1 Four baches Baches 63, 64, 67 and 68 were recommended for demolition after being deemed dangerous under the Building Act.
- 4.6.2 The Working Party recommended that the Chief Executive exercise delegated authority to demolish these baches at Council's cost due to their dangerous condition.
- 4.6.3 Demolition works are currently underway.

# Attachments Ngā Tāpirihanga

There are no attachments to this report.

In addition to the attached documents, the following background information is available:

Document Name - Location / File Link	
Not applicable	

# Signatories Ngā Kaiwaitohu

Author	Kathy Jarden - Team Leader Leasing Consultancy
Approved By	Angus Smith - Manager Property Consultancy
	Bruce Rendall - Head of Facilities & Property



# 12. Council Policy and Practices 2024/2025 Section 10A requirements of the Dog Control Act September 2025

**Reference Te Tohutoro:** 25/1369237

Responsible Officer(s) Te

Pou Matua:

Lionel Bridger, Manager Animal Management

**Accountable ELT** John Higgins, General Manager Strategy, Planning & Regulatory

Member Pouwhakarae: Services

# 1. Purpose and Origin of the Report Te Pūtake Pūrongo

- 1.1 Section 10A of the Dog Control Act 1996 requires that the Council report on the administration of its dog control policies and practices each year. The Council must give public notice of the report and make it publicly available.
- 1.2 The purpose of this report is to fulfill the legislative requirements in the Dog Control Act 1996.

# 2. Officer Recommendations Ngā Tūtohu

# That the Council:

- 1. Receives the information in the Council Policy and Practices 2024/2025 Section 10A requirements of the Dog Control Act September 2025 Report.
- 2. Notes that the report will be made publicly available in accordance with the Dog Control Act.

# 3. Background/Context Te Horopaki

- 3.1 Section 10A of the Dog Control Act 1996 (the Act), requires territorial authorities to report on their dog control policies and dog control practices.
- 3.2 The report must include, in respect of each financial year, information relating to:
  - the number of registered dogs;
  - the number of probationary owners and disqualified owners;
  - the number of dogs classified as dangerous and how the classification was made;
  - the number of dogs classified as menacing and how the classification was made;
  - the number of infringement notices issued;
  - the number of dog related complaints and the nature of those complaints; and
  - the number of prosecutions taken.
- 3.3 The territorial authority must give public notice of the report and make it publicly available (section 10A of the Act).



# 4. The Council's Dog Control Policy (Section 10A(1a))

- 4.1 The Act requires every council to have a policy on dogs and a bylaw to enforce it. A replacement policy and bylaw has been out for consultation and hearings have concluded. The Council has now adopted the replacement Dog Control Policy and Bylaw 2025. It is set to become operative from 3 November 2025.
- 4.2 The Policy has provisions relating to the control of dogs in public places, which are enforceable under the Christchurch City Council Dog Control Bylaw 2025.
- 4.3 The purpose of the Dog Control Policy is to outline how the Christchurch City Council addressed the requirements set out in the Dog Control Act.
- 4.4 The Policy balances regulatory controls to allow for the recreational needs of dogs and their owners, with appropriate controls to minimise the danger, distress or nuisance that may be caused by dogs. It is designed as an educational tool to help encourage and facilitate good dog behaviour and good dog ownership. The policy should be read in conjunction with the Dog Control Bylaw 2025 and the Dog Control Act.
- 4.5 The full policy can be accessed here: <u>Dog owner obligations</u>: <u>Christchurch City Council</u>. In summary, the policy contains the following:

	Section title and <u>brief summary</u> of coverage
Section 1:	Introduction
Section 2:	Dog Control Bylaw (nature and application of the bylaw)
Section 3:	Obligations of dog owners
Section 4:	Registration of dogs (including registration classifications, and responsible dog owner criteria, registration and desexing, working and
Section 5:	Micro-chipping of dogs
Section 6:	Prohibited and leashed areas (general prohibited and leashed areas)
Section 7:	Other special areas – Dog Parks and Dog Exercise Areas
Section 8:	Licence to own more than two dogs
Section 9:	Other dog matters (barking dogs, female dogs in season, desexing of dogs, dogs in outdoor dining areas, exercising dogs at night, dogs in vehicles over summer months, dogs at Council events and festivals)
Section 10:	Education and training (teaching children about dogs, learning how to be a good dog owner, teaching dog safety for workers)
Section 11:	Ways of managing troublesome dog owners and dogs (probationary and disqualified dog owners, dangerous dogs, menacing dogs, desexing of menacing dogs)
Section 12:	Seizing dogs, impounding dogs and adopting dogs from the Council dog shelter facility
Section 13:	The issuing of infringement notices
Section 14:	Controlled or open dog areas under the Conservation Act



# 5. Christchurch City Council's Practices (Section 10A (1b))

To satisfy the requirements of section 10A of the Dog control Act 1996, the following information is provided:

# 5.1 Dog Registration

The total number of dogs recorded on the Council's dog registration database for the period was 45,898.

# 5.2 **Probationary and Disqualified Owners**

The Council recorded 7 owners as probationary, and 5 owners as disqualified over the period.

# 5.3 Dangerous Dog Classifications

The Council classified 10 dogs as dangerous under section 31 of the Act, adjusting the total number of dogs on the dangerous dog register to 40.

# 5.4 Menacing Dog Classifications

The Council has two separate menacing dog classifications:

- Dogs classified as menacing based on the dog's aggressive behavior (section 33A(1)(b)(i) of the Act). For the period, 47 new dogs were classified as menacing, adjusting the total number of dogs classified in this category on the Council's register to 238; and
- Dogs to be classified as menacing based on the dog's breed or breed type (section 33C of the Act). For the period, 1 new dog was classified as menacing, adjusting the total number of dogs classified in this category on the Council's register to 73.

# 5.5 Infringement Notices issued

The Council issued 1,025 infringement notices for breaches against the Act:

- Obstruction of a Dog Control Officer 1 notice;
- Failure to supply information 5 notices;
- Failure to comply with the bylaw 7 notices;
- Failure to comply with disqualification 2 notices;
- Failure to comply with a dog classification 19 notices;
- Failure to implant a microchip 17 notices;
- Failure to notify the death of a dog 1 notice;
- Failure to register a dog 712 notices;
- Failure to notify of a change of address 1 notice;
- Failure to keep a dog controlled or confined 229 notices;
- Failure to keep dogs under control 26 notices;
- Failure to provide proper care 2 notices;
- Failure to comply with a barking dog abatement notice 1 notice; and
- Allowing a dangerous dog to be unmuzzled 1 notice.



# 5.6 Warnings issued

A total of 754 warnings were issued:

 Warnings are issued in cases where there is insufficient evidence to support the issuing of an infringement or in cases where the breach of the Act is minor and there are no previous recorded breaches.

# 5.7 Dog related complaints

The Council investigated 653 priority one complaints (dogs attacking persons, stock, poultry, domestic animals and protected wildlife or traffic hazards relating to wandering stock on roads).

The Council received 5,193 complaints relating to dogs barking, wandering, fouling, rushing and unregistered dogs.

The Council received a total of 9,901 complaints relating to breaches of the Dog Control Act and/or the Dog Control Bylaw 2016.

# 5.8 **Prosecutions**

1 prosecution was successfully completed due to a breach of the effects of a dangerous dog classification. The owner is to be disqualified from owning a dog for a period of three years and the offending dog is to be destroyed.

A further case is currently pending before the Courts for dogs attacking persons and /or domestic animals.

# 5.9 Found Dogs

Council found 1,913 dogs wandering. 1,372 were returned to their owners and 541 were impounded. Of these, 405 were claimed by their owners from the animal shelter, 64 were adopted to new homes, and 44 were rehomed to dog rescues.

Of the dogs found, 27 were euthanised. 17 dogs were euthanised due to their aggressive nature and could not be safely rehomed, and 10 dogs were euthanised as they were classified as Dangerous or Menacing.

# 5.10 Education

A total of 37 child education and adult educational talks were provided free of charge to the community.

# 5.11 Free microchipping

The Council continues to offer free microchipping to all dog owners, which is available every Wednesday.

# **6. Statistical Summary**

Category	Num
Total number of dogs on record	45,892
Total number of probationary owners	8
Total number of disqualified owners	9
Total number of dogs classified as dangerous (live records only)	40
Total number of dogs classified as menacing (live records only)	311



Number of infringement notices issued	1,025
Dog attacks on people, stock, poultry, domestic animals or protected	653
wildlife	656.
Dog rushing, intimidating people or domestic animals.	627
Dogs barking, roaming or fouling, roaming dogs and miscellaneous	5,193
Number of prosecutions taken	2

# Attachments Ngā Tāpirihanga

There are no attachments to this report.

In addition to the attached documents, the following background information is available:

Document Name - Location / File Link	
Not applicable	

# Signatories Ngā Kaiwaitohu

Author	Lionel Bridger - Manager Animal Services
Approved By	Tracey Weston - Head of Regulatory Compliance
	John Higgins - General Manager Strategy, Planning & Regulatory Services



# 13. Resolution to Exclude the Public

Section 48, Local Government Official Information and Meetings Act 1987.

**Note:** The grounds for exclusion are summarised in the following table. The full wording from the Act can be found in <u>section 6</u> or <u>section 7</u>, depending on the context.

I move that the public be excluded from the following parts of the proceedings of this meeting, namely the items listed overleaf.

Reason for passing this resolution: a good reason to withhold exists under section 7. Specific grounds under section 48(1) for the passing of this resolution: Section 48(1)(a)

# Note

Section 48(4) of the Local Government Official Information and Meetings Act 1987 provides as follows:

- "(4) Every resolution to exclude the public shall be put at a time when the meeting is open to the public, and the text of that resolution (or copies thereof):
  - (a) Shall be available to any member of the public who is present; and
  - (b) Shall form part of the minutes of the local authority."

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

ITEM NO.	GENERAL SUBJECT OF EACH MATTER TO BE CONSIDERED	SECTION	SUBCLAUSE AND REASON UNDER THE ACT	PUBLIC INTEREST CONSIDERATION	POTENTIAL RELEASE REVIEW DATE AND CONDITIONS
10.	UNSOLICITED PROPOSAL FOR SALE OF PART OF 177 ARMAGH STREET				
	ATTACHMENT G - VALUATION	S7(2)(H)	COMMERCIAL ACTIVITIES	THE RELEASE OF INFORMATION MAY IMPACT ON THE COUNCIL'S ABILITY TO NEGOTIATE COMMERCIAL OUTCOMES BENEFICIAL TO RATEPAYERS WHICH OUTWEIGHS THE PUBLIC INTEREST.	19 AUGUST 2026 OR AFTER SALE OF PROPERTY CONCLUDES
14.	PUBLIC EXCLUDED HEALTH, SAFETY AND WELLBEING COMMITTEE MINUTES - 29 AUGUST 2025			REFER TO THE PREVIOUS PUBLIC EXCLUDED REASON IN THE AGENDAS FOR THESE MEETINGS.	
15.	APPOINTMENT OF DIRECTORS TO COUNCIL-CONTROLLED ORGANISATIONS	S7(2)(A)	PROTECTION OF PRIVACY OF NATURAL PERSONS	TO PROTECT THE IDENTITY AND REPUTATIONS OF CANDIDATES IN THE EVENT THEY ARE NOT APPOINTED, THE PROTECTION OF WHICH OUTWEIGHS THE PUBLIC INTEREST.	20 SEPTEMBER 2025  AFTER THE COUNCIL  HAS MADE DECISIONS  AND THE CANDIDATES  HAVE BEEN NOTIFIED.
16.	PROPERTY MATTER	S7(2)(B)(II), S7(2)(H)	PREJUDICE COMMERCIAL POSITION, COMMERCIAL ACTIVITIES	THIS REPORT CONTAINS COMMERCIALLY SENSITIVE INFORMATION ABOUT UPCOMING DECISIONS RELATING TO A PROPERTY LEASING OR SALE ARRANGEMENT AND IF PUBLICLY AVAILABLE AT THIS POINT IN TIME	27 MAY 2036  REVIEW WHEN THE SITE IS SOLD OR LEASED AND THAT INFORMATION BECOMES PUBLIC



		COULD PREJUDICE A COMMERCIAL	
		POSITION.	

# Karakia Whakamutunga

Kia whakairia te tapu
Kia wātea ai te ara
Kia turuki whakataha ai
Kia turuki whakataha ai
Haumi e. Hui e. Tāiki e

