

Decision No. W 25/2006  
**IN THE MATTER** of the Resource Management Act 1991  
**AND**  
**IN THE MATTER** of two appeals under section 120 of the  
Act

**BETWEEN** REM DEVELOPMENTS LIMITED  
(ENV A0242/04)  
Appellant

**AND** THE RODNEY DISTRICT COUNCIL  
Respondent

**BETWEEN** REM DEVELOPMENTS LIMITED  
(ENV A0237/05)  
Appellant

**AND** THE AUCKLAND REGIONAL COUNCIL  
Respondent

**BEFORE THE ENVIRONMENT COURT**

Environment Judge C J Thompson  
Environment Commissioner K Prime  
Environment Commissioner K A Edmonds

**FINAL DECISION**

*Land use conditions*

[1] On 16 September 2005 (Decision W 75/2005) we allowed the appeal and granted a land use consent to REM for a 17-unit visitor accommodation development. We noted that conditions on matters such as:

- Noise standards;
- Use of non-reflective glass;
- Use of organic sprays;
- Prohibition on guests bringing pets to the property;

should be considered. We asked the parties to confer and present a set of conditions for approval. The parties have largely agreed a set of conditions. Those conditions seem comprehensive and address all the matters we raised in our interim decision. REM has also agreed to amendments suggested by the RDC and iwi about record keeping and the protection of a midden site.

[2] In our interim decision, we noted that we did not agree with the suggestion that there should be some attempt in conditions to prohibit, for all time, further subdivision. REM has proposed condition (11). That condition prevents REM from applying for a non-complying subdivision; from subdividing the property by way of unit title; and from constructing further units or dwellings while subdivision of the site is a non-complying activity. The other parties agree that this condition should be included. Also, as the RDC points out, the condition does not have the effect we were expressly concerned about - it does not prohibit further subdivision for all time. It ties the future development of the site to the plan - if, at some stage, the district considers that such subdivisions should have a different status, then further subdivision might be possible. Since it is an agreed condition which REM has offered on the basis discussed in *Augier v Secretary of State for the Environment* (1978) 3 P and CR 219, we will not interfere, although as a matter of principle we are still not entirely comfortable with it.

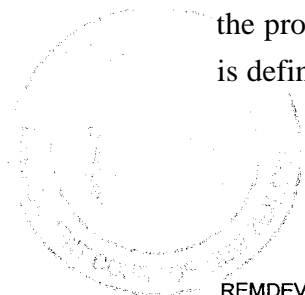
[3] REaREG has additional conditions it would like to see incorporated. The first is a condition preventing long-term occupation of the baches:

No bach owner or person(s) in any way related to the bach owner shall be entitled to occupy the owner's bach.

[4] REaREG says that this condition is necessary to ensure the development is only used for *visitor accommodation*. It says that after the Court hearing, REM advertised for sale leasehold interests in each of the proposed baches. It argues the District Plan definition of *visitor accommodation* should be read as meaning that *visitor* must be a person who is invited onto a property he/she does not own. It is also concerned that a person may be able to occupy the baches on a permanent or semi-permanent basis. REaREG had proposed this condition to allay this concern:

(b) (maximum occupancy) no more than 50 persons (including children) shall be accommodated in the visitor accommodation units at any time and the maximum number of consecutive nights each person may stay in the unit shall be 30.

[5] REM does not accept either condition. It submits that no resource management purpose would be served by REaREG's proposed conditions, and that the proposal is therefore for an ulterior purpose and invalid. *Visitor Accommodation* is defined in the Plan as:



. . . any premises used for transient residential accommodation and includes motels, hostels, timeshare accommodation, holiday flats, and rented residential accommodation which is offered at a daily tariff. . .

REM will be required to operate in accordance with this definition. Monitoring conditions are provided. Lawful adherence to all of the conditions is to be presumed. Under the definition, it is irrelevant whether any person staying at the facility has a proprietary interest.

[6] We agree with REM's position. To oblige compliance with the Plan, and to achieve the necessary resource management purpose, there is no need to add any gloss to what is in the Plan. The relevant possible adverse effects arise out of the number of people being accommodated at any one time. Who those people are, in terms of having an interest in the property or not, and for how long any one person might be there at a time, are completely irrelevant.

[7] Secondly, REaREG wants a condition imposed to require REM to survey and establish the RL 2.7m DoSLI datum:

Either:

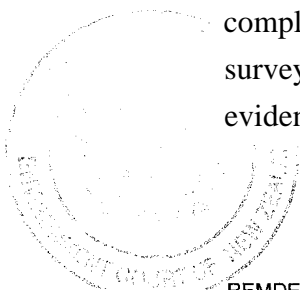
“(gg) (i) A registered surveyor must establish a permanent DoSLI datum point in the concrete boat ramp prior to the commencement of construction of any bach.”

Or, alternatively:

“(gg)(i) Before any bach construction commences REM must establish to RDC's satisfaction that the land on which the bach is to be constructed is above the RL 2.7m DoSLI datum.”

[8] REaREG proposes this condition because it asked the RDC to obtain an independent registered survey of the land prior to the Court hearing. This survey (conducted by Harrison Grierson Consultants Ltd) demonstrated the inaccuracy of REM's survey. REaREG says its experience of the property suggests that the proposed building site on that part of 170 Green Road nearest to the Glen Eden River may be below RL 2.7m DoSLI datum.

[9] REM maintains that this condition is also unnecessary. The Harrison Grierson survey has already provided sufficient information to ensure that compliance with condition (gg) will be easily achieved. REaREG did not call any survey evidence to dispute the Harrison Grierson survey, nor did it provide qualified evidential support for what it calls its “experience of the property”.



[10] REaREG responds by saying that it did not dispute the Harrison Grierson survey because there was no need to. The survey was accepted as having accurately determined the horizontal position of MHWS. However, the survey contains no vertical component, and therefore cannot provide sufficient information to ensure that compliance with condition (gg) would be achieved. REaREG submits that it is normal practice to require a building position (both horizontal and vertical) to be certified by a licensed cadastral surveyor or a registered professional surveyor.

[11] Again, we agree with REM's position, although not necessarily with the reasoning it advances. As drafted, condition (gg) requires floor levels to be above a RL of 3.2m and units to be on land above RL 2.7m DoSLI datum. If REM is rash enough to build the units without establishing that they comply then the delays and costs that will follow will be for it to bear. Inserting a condition that requires compliance with another conditions seems a rather pointless exercise.

*Result*

[12] The land use conditions are approved as set out in Appendix A.

*Resolution of the ARC appeal*

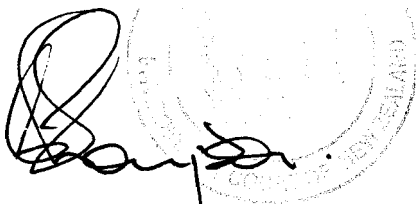
[13] REM also appealed ARC's refusal of discharge consents for the development. At the hearing of the land use appeal, REM and ARC told the Court that, if the land use consents were granted, the discharge consents could also be granted, subject to appropriate conditions. REM and ARC have presented an agreed set of conditions. As a matter of formality then, we allow that appeal and grant the consents to discharge stormwater and wastewater from the development, on the terms set out in Appendix B. Neither party seeks costs in respect of that appeal.

*Costs in relation to the RDC appeal*

[14] Any costs application should be lodged within 15 working days of the issue of this decision. Any reply should be lodged within a further 10 working days.

Dated at Wellington this 27<sup>th</sup> day of March 2006

For the Court



C J Thompson  
Environment Judge

## APPENDIX A

### RESOURCE CONSENT FOR REM DEVELOPMENTS LIMITED

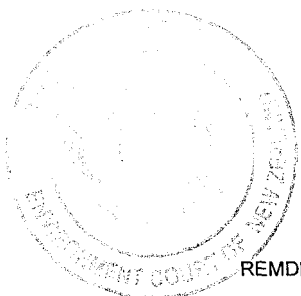
#### RMA 36251

The application for land use consent by REM Developments Limited for visitor accommodation at 170 Green Road Matakana (PT Lot 1 DP 24494) is granted consent subject to the following conditions:

- (a) (general) The activity shall proceed in accordance with the:
  - (i) revised plans prepared by Architectus dated 07.03.05, Job number 0402, plans numbered PD-00, PD-01, PD-03, PD-04 attached as Attachment "1". These plans show 17 one bedroom units.
  - (ii) the information submitted with the application and amended as required to achieve compliance with the conditions of this consent including but not limited to The Landscape and Development Plan prepared by DJ Scott Associates Limited, labelled Exhibit 09 attached as Attachment "2".
- (b) (maximum occupancy) No more than 50 persons shall be accommodated in the visitor accommodation units at any time.
- (c) (noise standard) The visitor accommodation facility shall be operated at all times in compliance with the noise limits applying to the zone in which the site is located.
- (d) (accommodation management plan) Prior to the implementation of this consent, the Consent Holder shall provide to the Council a Visitor Accommodation Management Plan for the facility setting out the methods and systems to be employed by the operator of the facility to ensure compliance with the terms and conditions of this consent,
- (e) (daily records) The consent holder shall keep daily records of numbers and names of persons accommodated on site. These records shall be made available for viewing by the Council upon request, with no less than 24 hours notice, for the purposes of monitoring the conditions of this consent or investigating complaints. In the event of a perceived or alleged non-compliance with the conditions of this consent, the consent holder shall forthwith provide a copy of the records to the Council.

Advice note: All information obtained by the Council shall be treated as official information under the Local Government Official Information and Meetings Act 1987 and the Privacy Act 1993.

- (f) (location of units) No accommodation units will be placed on any land within 20m of the line of MWHS as depicted on the Topographic Survey Plan prepared by Harrison Grierson dated 21 January 2005.
- (g) (landscape, enhancement and buffer planting plan) Detailed landscape, enhancement and buffer planting plans, including implementation and maintenance programmes shall be submitted to the satisfaction of the District Landscape Designer prior to any works commencing on site. These plans shall include details of the plant sizes at the time of planting, intended species, the location and type of fencing to be erected adjacent to riparian margins, and shall pay particular attention to:



- The planting of riparian margins with species suitable for the enhancement of habitat for indigenous fauna in the locality.
- Indigenous screen planting along the coastal margins, including planting to clearly delineate public and private spaces.

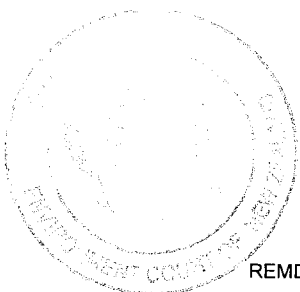
The species mix in the areas to be planted shall be sourced from the ecological district and shall also be appropriate plants for the locality having regard to surrounding species, slope, characteristics of the soil, wind, aspect, degree of shading, distance from coast and wetness of the site.

- (h) (implementation of landscape planting and maintenance) The landscape planting shall be implemented within the first planting season following completion of construction of the accommodation units. The planting shall be maintained in accordance with the approved landscape plan thereafter.
- (i) (implementation of enhancement and buffer planting) The enhancement and buffer planting shall be undertaken within the first planting season following commencement of the land use consent and shall be maintained in accordance with the approved plan thereafter.
- (j) (implementation of landscape, enhancement and buffer planting) The landscape and enhancement planting shall be carried out by experienced contractors under the supervision of a suitably qualified professional who will provide a report on planting completion (as to the final mix and number of plant species as well as plant densities across the specified area, based on a series of representative counts) within 3 months of the end of each planting season, until the development is complete. For the purposes of this condition, a planting season is identified as commencing no earlier than 1<sup>st</sup> of May and no later than the 1<sup>st</sup> of August and ending no later than the 30<sup>th</sup> September in any year.
- (k) (bond) Pursuant to s108(2)(b) and 108A of the Resource Management Act 1991, a bond shall be entered into in respect of the landscape, enhancement and buffer planting required under conditions (h), (i) and (j) to cover ongoing maintenance and failed plant replacement costs of the plantings over a 5 year period from the date of issue of the completion of planting. The amount of the bond shall be based on the information supplied in the approved landscape, enhancement and buffer planting plans as assessed by a suitably qualified person and calculated as 1.2 times the cost of any remaining planting and maintenance required to the reasonable satisfaction of the Manager: Resource Management. The Council may require a range of quotes to ensure accurate estimates for planting and maintenance.

The bond shall be prepared by the Council's solicitor at the expense of the applicant and shall be drawn if required by the Council in a form enabling it to be registered pursuant to s109 of the Resource Management Act 1991 against the title or titles to the land to which the bond relates. Performance of the bond shall be with a cash bond or bank guaranteed bond.

The bond shall be prepared at the consent holder's expense. The bond may be either a cash bond or bond that is guaranteed by a recognised trading bank in New Zealand. The bond shall be reduced by 20% in any one year on certification by an appropriately qualified person that any replacement planting or supplementary planting identified in the approved landscape, enhancement and buffer planting plans has been effectively carried out.

No construction of buildings shall commence until the appropriate bond arrangements are in place.



- (l) (provision of maintenance reports) Maintenance reports shall be submitted to the Rodney District Council no later than the 31<sup>st</sup> of March and October of each year. The reports will outline the work that has been completed and the work that is required including the following:
- An outline of weed control required for the next six months;
  - A summary of the success of establishment of the plants through the summer; and
  - A replacement plant schedule and proposed planting programme for the following planting season.
- (m) (revision of landscape, enhancement and buffer plans) The plans required by condition (g) are to be revised, if and as appropriate, to the satisfaction of the District Landscape Designer, at intervals of two (2) and five (5) years from the date of this consent. The purpose of the revision of the landscape, enhancement and buffer planting plans and the implementation and maintenance programmes is to make provision for the replacement of any plants that have died or failed to thrive (excluding nursery plants where expected progression of secondary plantings has occurred). Where plants have died or failed to thrive, the revisions to the landscape, enhancement, buffer planting plans or the implementation and maintenance programmes shall ensure that the mix and number of plant species scheduled for replanting are optimised to take into account the specific conditions of the site including the slopes and soil types across the specified areas and the different wind and soil conditions and the location of areas to be replanted.
- (n) (colours for walls and roofs) The exterior cladding of the buildings shall have a natural timber finish or be maintained in the following, or similar, colours with the prior agreement of the Environmental Protection Officer, within six months of the commencement of the use or occupancy of the building.

Paint colours for East Coast Rural Zone, Dune Lakes Zone, Landscape Protect Rural Zone (walls, windows and doors)

BS5252 Chart

04 B 25	12 B 25	00 A 05	10 A 11
10 C 35		00 A 09	18 B 21
		10 A 03	18 B 25
			10 A 07

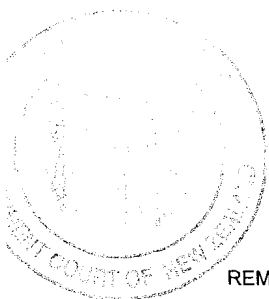
BSS2660 Chart

1-018	3-037	4-047	4-051	9-098
1-019	3-038	4-048	7-078	9-099
2-027	3-045	4-049	9-095	9-094
2-028		5-059	9-096	9-100
3-035		5-060	9-097	9-101
3-036				

Roofs

855252 Range

08 B 27	12 B 27	00 A 13	22 B 27
08 B 29	12 B 29	18 B 27	22 B 29



10 B 27  
10 B 29

12 C 40  
14 C 40  
16 C 40

18 B 29

20 C 40  
22 C 40

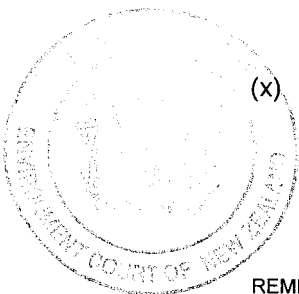
BSS2660 Range

3-038  
3-039

4-051  
5-061

9-097  
9-098  
9-101N

- (o) (non-reflective glass) Non-reflective glass shall be used for all windows to be installed in any buildings on site.
- (p) (exterior lighting) The exterior lighting shall be subdued and shielded, and security lighting shall be directed away from surrounding dwellings and operated automatically by an on/off sensor/timer and otherwise comply with the District Plan requirements for permitted activities.
- (q) (organic sprays) Sprays used in the course of horticultural and/or viticultural activities on the site shall be certified organic and shall be used in accordance with IWP Principles (Integrated Wine Grape Production Principles). The consent holder shall provide all land owners within 500m of the site with no less than 24 hours notice of proposed spraying activities on the site.
- (r) (motorised water craft) No motorised water craft shall be hired out or made available for the use of guests from the site.
- Advice note: information regarding water safety rules/speed limits and tide tables should be made available to guests.
- (s) (no domestic pets) The consent holder shall ensure that no person at the accommodation facility shall bring or permit to be brought domestic pets onto the site.
- (t) (construction) There shall be no construction activities on the site outside the hours of 7.00am to 6.00pm Monday to Friday and 8.00am to 5.00pm on Saturdays. There shall be no construction activities on the site on Sundays or public holidays.
- (u) (construction of road crossing) The crossing to Green Road shall be formed in accordance with Rodney District Council 'Standards for Engineering Design and Construction' to a concrete surface and at as close as 90 degrees to the road formation as practicable.
- (v) (construction of access) The access from Green Road to the accommodation units situated on the flat shall be formed in the manner described in the evidence of Paul Grace and Graham Tuohey (dated July 2005) to a single width, unsealed rural road standard with passing bays in accordance with Councils "Standards for Engineering Design and Construction". Access ways to the clusters to the north and south of this main access may be constructed to a single width but must demonstrate adequate manoeuvring in terms of Councils' 90 percentile vehicle tracking curves.
- (w) (construction of parking and manoeuvring areas) All parking and manoeuvring areas for the accommodation units shall be constructed to a dust free standard in accordance with the Councils 'Standards for Engineering Design and Construction'.
- (x) (traffic management and health and safety plans) A Traffic Management Plan, together with a Health and Safety Plan to the requirements of the Health and Safety in Employment Act 1992, specifically addressing control of construction access to the site and control of works on and adjacent to public land, and the protection of the





public, shall be submitted to the Consents Engineer. Verification that it meets the Council's requirements with respect to public land and the protection of the public shall have been received in writing, prior to the commencement of any works on the site (refer to s. 106 of the "Standards for Engineering Design and Construction").

A copy of the Traffic Management Plan and Health and Safety Plan together with the verification letter(s) shall be kept on the site at all times. All measures for the protection of the public and other personnel set out in the verified Plans shall be maintained and complied with at all times until such time as the works are completed.

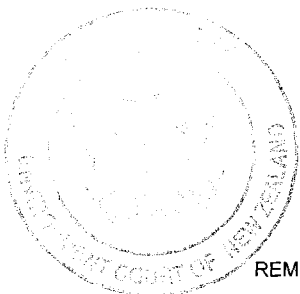
- (y) (marking and protection of midden) In consultation with Ngati Manuhiri Resource Management Unit the midden identified near the jetty shall be marked and its presence recorded and maintained in an appropriate fashion.
- (z) (exposure of archaeological sites / artefacts) If any archaeological site or artefact, including human remains is exposed during any site works the following procedures shall apply:
- (i) Immediately when an artefact has been exposed, all site works shall cease; and
  - (ii) The area shall immediately be secured in a way that ensures that any artefacts or remains are untouched; and
  - (iii) The consent holder shall notify the Ngati Manuhiri Resource Management Unit (telephone 09 422 6548) the New Zealand Historic Places Trust, the Department of Conservation and the Council's RMA Compliance Administration Officer (telephone 0800 426 5169) and in the case of human remains the Police, that an archaeological site has been exposed, so that appropriate action can be taken. This includes such people being given a reasonable time as determined by the Council to record and recover the archaeological features discovered before work may recommence on the site.
- (aa) (engineering plans) The engineering works required by this consent shall comply with the Council's "Standards for Engineering Design and Construction" as may be amended from time to time. Engineering Plans, as specified in the 'Standards', shall be submitted to the Consents Engineer, and approval thereto received in writing, prior to the commencement of any works on the site.

The term 'engineering works' includes, but is not limited to:

- Earthworks,
- The formation of roads, or access, the laying of pipes and other ancillary equipment to be vested in the Council for water supply, drainage or sewage disposal;
- The installation of gas, electrical or telecommunication reticulation including ancillary equipment, street lights, landscaping or structures on land vested, or to be vested, in the Council;
- Any other works required by conditions of this consent.

Note: Structures such as retaining walls, in-ground walls and bridges and waste water treatment facilities will require a separate Building Consent.

Note: The plans required under this condition are separate to, and do not form part of, any Building Consent that may be required on the subject site.



Note: Engineering Plan approvals, monitoring of construction and processing of As Built plans will be subject to charges in terms of the Schedule of Fees and Charges determined from time to time by the Council.

(bb) (dust control) All necessary actions shall be taken to prevent a dust nuisance to neighbouring properties and public roads; including, but not limited to:

- The staging of areas of the works;
- The retention of any existing shelter belts and vegetation;
- The installation and maintenance of wind fences and vegetated strips;
- Watering of all haul roads and manoeuvring areas during dry periods;
- Spraying of load dumping operations;
- Suspension of all operations if necessitated by the prevailing conditions.

The site, or parts thereof as appropriate, shall be regrassed or otherwise protected from wind and water erosion immediately on the completion of bulk earthworks whether or not other works are completed.

(cc) (protection of the roads) All necessary measures, including, but not limited to, metalled (not lime rocked) access roads and manoeuvre areas, permanent tip-heads, wheel washing facilities and high pressure hoses, shall be installed and operated to prevent the deposition of slurry, clay or other materials on the roads by vehicles leaving the site. Should material be deposited on the road it shall be removed immediately, and the site shall be closed until it can operate without material being carried onto any road, to the satisfaction of the Consents Engineer.

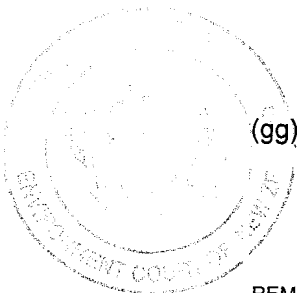
(dd) (grass cover) All areas affected by the works shall be regrassed, revegetated or otherwise protected from wind and water erosion within two months of the completion of the works. Areas to remain unworked for more than two months shall be regrassed, or otherwise sealed against wind and water erosion, even if further works are intended at a later date.

(ee) (silt retention) Before commencement of any works, adequate silt retention structures as detailed in the Auckland Regional Council Technical Publication No. 90 "Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region" shall be installed. These structures shall be maintained and cleaned out as necessary until such time as complete grass cover or other non-erodible surfacing has been re-established over the site.

The location and detail of the sediment control shall be included in the Engineering Plans for approval prior to commencement of construction.

(ff) (hydrological neutrality) Prior to any site works commencing a specific design for stormwater disposal shall be prepared by a Registered Engineer in terms of the requirements of the document "Management of Stormwater in Countryside Living (Rural and Town) Zones - A Toolbox of Methods" and approved in writing by the Consents Engineer. The approved stormwater systems shall be maintained and upgraded as necessary thereafter to ensure that stormwater flows as a result of this development do not exceed pre development flows. In the event that any Auckland Regional Council Discharge Consents are required for stormwater treatment the Discharge Consent requirements shall take precedence in complying with this consent condition.

(gg) (floor levels) Floor levels for all proposed units shall be situated above a RL of 3.2m and located on land above RL 2.7m DoSLI datum.



- (hh) (financial contribution (1)) The following financial contribution shall be paid to the Council in mitigation of the effects of the development:

Roading	\$ 175,000 (one hundred and seventy five thousand dollars) inclusive of GST
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Alternatively The Consent Holder may carry out upgrading works to the value of the above road upgrading contribution (reassessed if necessary) subject to the prior written approval of the Consents Engineer to the engineering details (to be set out in approved Engineering Plans) and contract rates for the works.

- (ii) (financial contribution (2)) Additional to that required above, pursuant to Operative Plan Change 62 (Chapter 22) the financial contributions as set out in the "Schedule of Financial Contributions", RMA 36251, Sequence 001, attached to this consent shall be paid to the Council in full mitigation of the offsite and network effects of the activity in respect of infrastructure and community facilities.

Note: Pursuant to Minute Number 182 / 02 / 05, these financial contributions have been assessed in accordance with the initially calculated Schedule referred to in Clause 6.6 of Appendix 22B of Plan Change 62.

Where a financial contribution paid under this consent exceeds that payable under the final Household Unit Contributions Schedule, the excess contribution amount will be refunded to the consent holder.

Where a financial contribution paid under this consent is less than that payable under the final Household Unit Contributions Schedule, no further contribution will be required to be paid by the consent holder.

- (jj) (reassessment of contributions) Any portion of the contributions (other than Neighbourhood Reserve Contributions) remaining unpaid on the anniversary of the date of granting the consent, shall be adjusted by applying any change in the Producer Price Index - Construction between the date of consent and the most recent anniversary of the date of consent prior to the payment of the contribution.

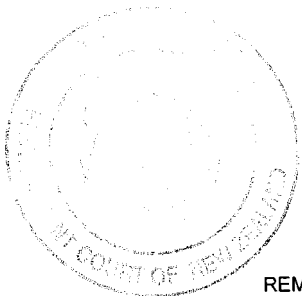
Any portion of the contributions (other than Neighbourhood Reserve Contributions) remaining unpaid five years after the date of granting of the consent, shall be fully reassessed in accordance with Operative Plan Change 62 immediately before the time of payment.

- (kk) (timing of payment) Pursuant to Rule 22.8.3.3, all contributions shall be paid in full prior to the commencement of the use, unless other arrangements satisfactory to the Council have been made pursuant to Rule 22.8.5.

Note: For the purposes of Rule 22.8.3.3, the issue of a building consent shall be deemed to be the commencement of the activity.

- (ll) (covenant against further accommodation units, dwellings and non-complying subdivision) The consent holder, or their successor(s) in title, shall not be permitted:

- to subdivide the site in a manner that is non-complying under the Council's district plan or proposed district plan (as those terms are defined in the Resource Management Act 1991); or
- subdivide by way of unit title; or
- to construct further units for tourist accommodation or any additional dwellings on the site (whether permitted or not by the plan or proposed plan) while



subdivision of the site under the Council's district plan or proposed district plan (as those terms are defined in the Resource Management Act 1991) is a non-complying activity.

The performance of this condition, being a condition which relates to the use of the land to which the consent relates, shall be secured by a covenant in favour of the Council pursuant to section 108(2) (d) of the Resource Management Act 1991

(mm) (creation of walkway and easement) The consent holder shall:

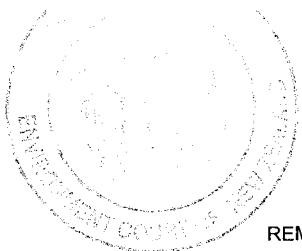
- (i) Give one month written notice to the Council of its intention to take any steps or action on the property to give effect to this consent, including by way of example and without limitation, making any application for a building consent for buildings relating to the whole or any part of a visitor accommodation facility, carrying out any earthworks, any other construction activity or other building works for the purpose of a visitor accommodation facility;
- (ii) Prior to the expiry of the notice period provided in condition (mm)(i) grant in favour of the Council a registerable pedestrian right of way easement ("the pedestrian right of way") being of a uniform width of 3 metres over that part of the property shown as "Proposed Public Walkway" on the plans in Attachment "1" ("the easement area") in the form of the Easement instrument attached as part of Attachment "3" ("the Easement instrument") for the purpose of a coastal walkway, and to that end shall at its entire cost:

have the easement area surveyed;

enter into and execute in favour of the Council the Easement instrument to create and register the pedestrian right of way against the Certificate of Title/identifier of the property;

do all things necessary to register the Easement instrument against the Certificate of Title/identifier to the property, including obtaining the consents of all mortgagees, chargeholders or encumbrancees registered against the Certificate of Title/identifier to the property.

- (iii) Within a period of one year from the date of the notice specified in condition (mm)(i) at its entire cost lay out, construct and form on the easement area a pedestrian walkway to the Council's entire satisfaction in accordance with the Council's Standards for Engineering Design and Construction, in particular but without limitation, section 7.15.9 (walking track), section 7.15.10 (structures), section 7.15.2 (steps), section 7.15.12.2 (handrails and barriers), section 7.15.12.3 (footbridges), section 7.15.12.4 (boardwalks) and section 7.15.12.5 (platforms) ("the work") and for that purpose shall:
  - prepare plans, drawings and specifications of the work;
  - obtain a minimum of three competitive quotes from contractors approved by the Council for work of that type;
  - prior to the commencement of the work submit to the Council for the Council's written approval and agreement the plans, drawings and specifications of the work, all three quotes for the work obtained by it, the name of the contractor it wishes to engage to carry out and construct the work, and the contract price proposed by it for the carrying out and construction of the work;
  - prior to the commencement of the work obtain all necessary consents, including without limitation resource and building consents, from the



relevant regulatory authorities having jurisdiction to the carrying out and construction of the work;

- provide the Council with regular progress reports of the work;
  - give adequate prior written notice to the Council of the relevant stages of the work for which inspections by the relevant regulatory authorities having jurisdiction are required to enable physical inspections by the relevant regulatory authorities at such stages of the work for which inspections are required;
  - carry out and complete the work in accordance with the plans, drawings and specifications of the work approved by the Council and all necessary consents obtained by it for the work.
- (nn) (covenant to create walkway easement) So as to secure the performance of condition (mm), prior to taking any steps to give effect to this consent, the consent holder shall enter into and register the deed of covenant in favour of the Council in the form attached to this consent as Attachment "3".
- (oo) (administrative conditions) The consent holder shall comply with the following administrative conditions of consent:
- (i) (monitoring costs) The consent holder shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring the above conditions at not less than two-yearly intervals, unless required otherwise by a legitimate complaint. The owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.
  - (ii) (review) Pursuant to section 128 of the Resource Management Act 1991 the Council reserves the right to review the conditions of this consent relating to the occupation of the units, and the width and construction standard of the main accessway to the accommodation units from Green Road. Such a review shall be undertaken at the consent holder's expense and may occur no more than once in every 4 year period after the granting of this consent.
  - (iii) (processing charges) The owner shall pay the Council the fair and reasonable cost of processing this consent by the 20<sup>th</sup> of the month following the issue of any final decision by the Environment Court.

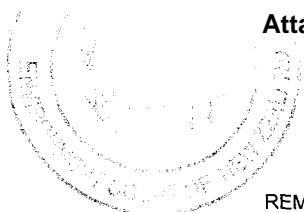
#### **Advice notes**

- (i) Failure to comply with any condition may result in enforcement action being taken by the Council under the Resource Management Act 1991 to ensure full compliance of these conditions.
- (ii) This land use consent lapses on the expiry of five years after the date of commencement of this consent in accordance with section 125 of the Act.
- (iii) The consent holder is advised that additional consents may be required from the Auckland Regional Council

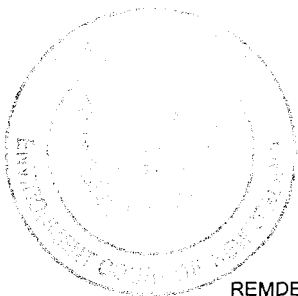
#### **Attachments:**

**Attachment 1:** Revised site development Plans prepared by Architectus, dated 07.03.05, drawing numbers PD-00, 01, 03 and 04.

**Attachment 2:** Revised Landscape Development Plan, prepared by DJ Scott Associates, Revised Plan dated 30.06.05, labelled as Exhibit 09.

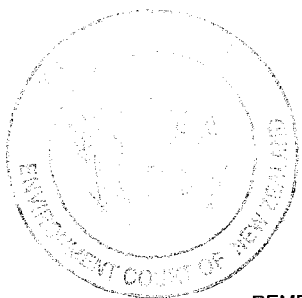













Attachment 3: Form of covenant pursuant to s108(2)(d) and Easement instrument



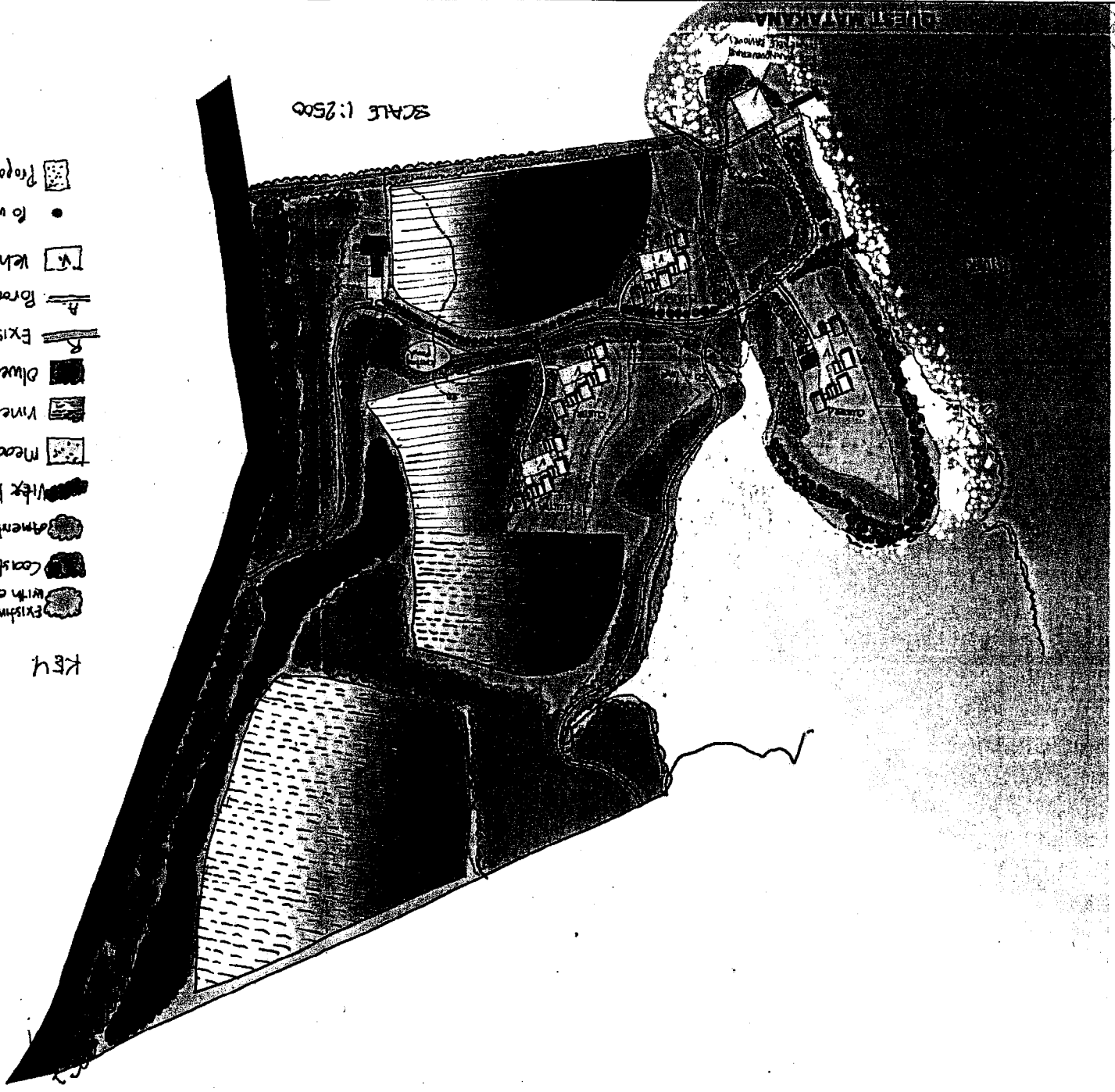
REMDEV-1

ATTACHMENT 1

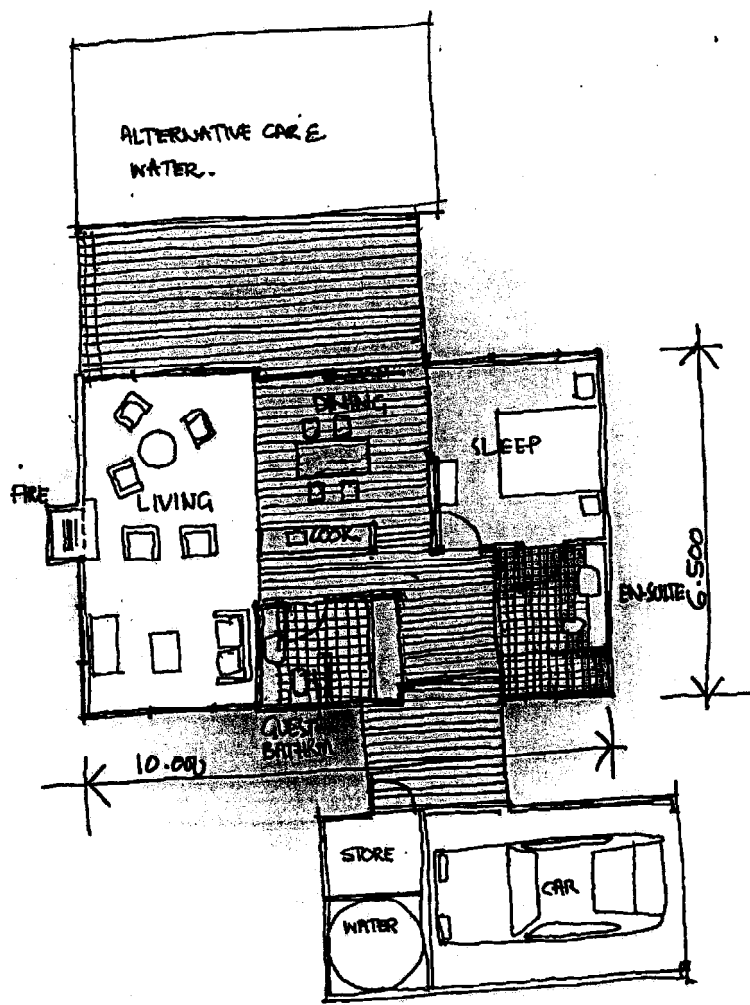


- KEY
-  Existing native vegetation with enhancement planting
  -  Coastal edge planting
  -  Amenity & enhancement planting
  -  Witek Avenue (form) Avenue
  -  Meadow
  -  Vineyard
  -  Olive
  -  Existing metal road
  -  Porous paved access ways
  -  Vehicle manoeuvring (porous)
  - To Whenua
  -  Proposed public walkway

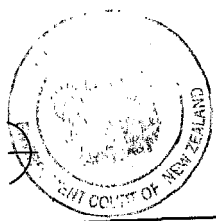
SCALE 1:2500







TYPICAL UNIT - SCALE 1:100



**QUEST MATAKANA**

07.03.05

Prepared for RIVERSIDE ESTATE AT MATAKANA | Drawing TYPICAL BACH PLAN

Scale 1:100

Job no 0402

Drawing no PD-03 Issue



SCALE 1:1250

**QUEST MATAKANA**

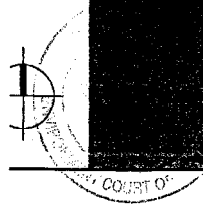
07.03.05

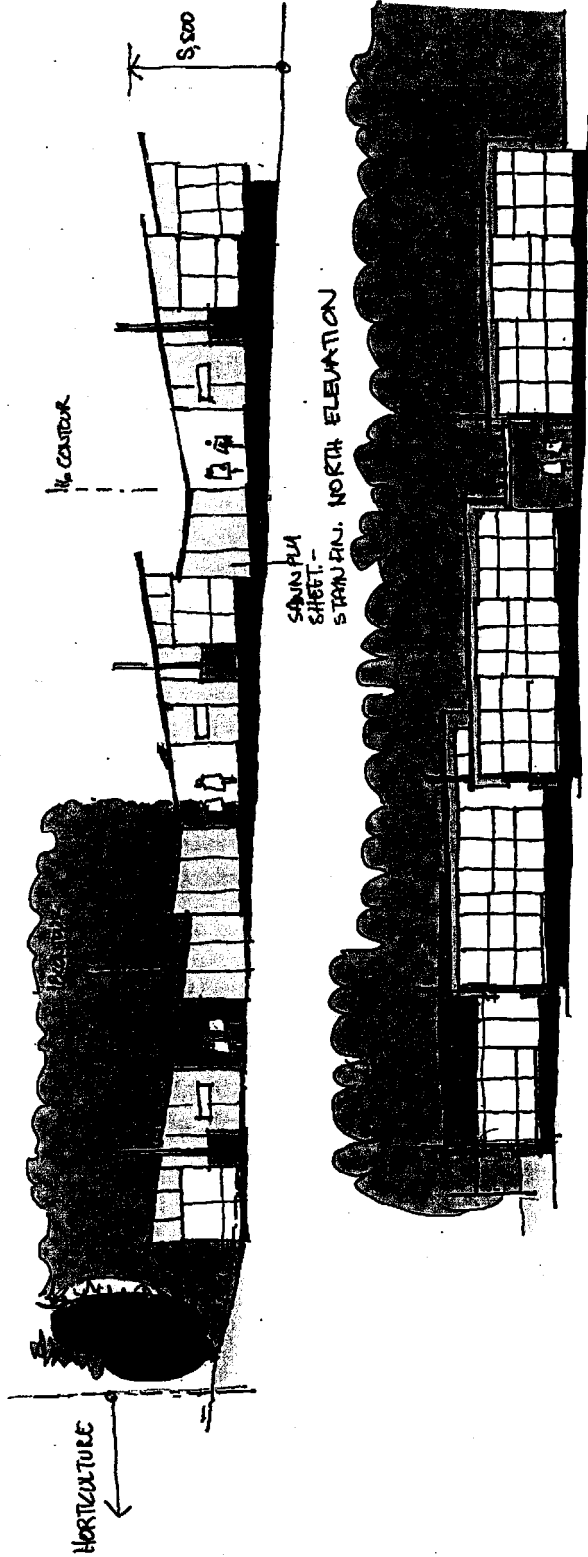
Prepared for RIVERSIDE ESTATE AT MATAKANA | Drawing PART SITE PLAN - BACH LOCATIONS

Scale 1:1250

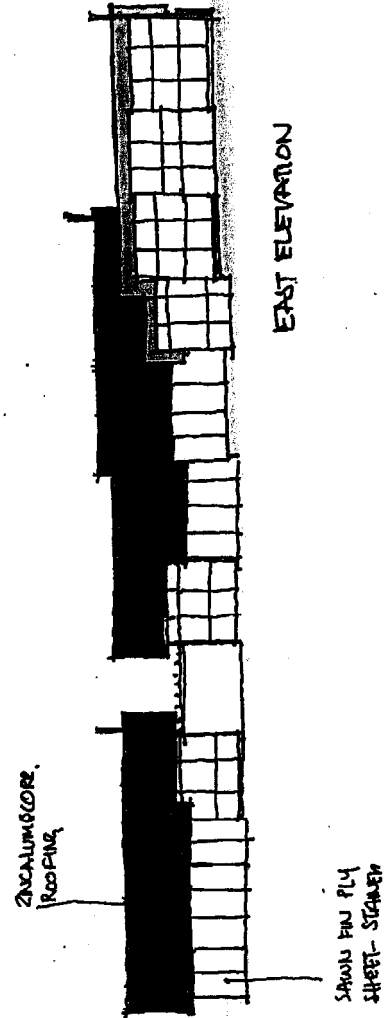
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Drawing no PD-01 Issue

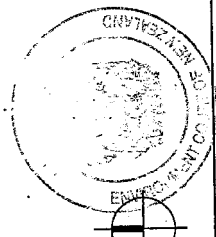




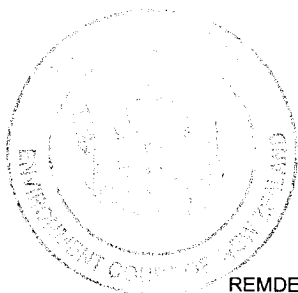
WEST ELEVATION



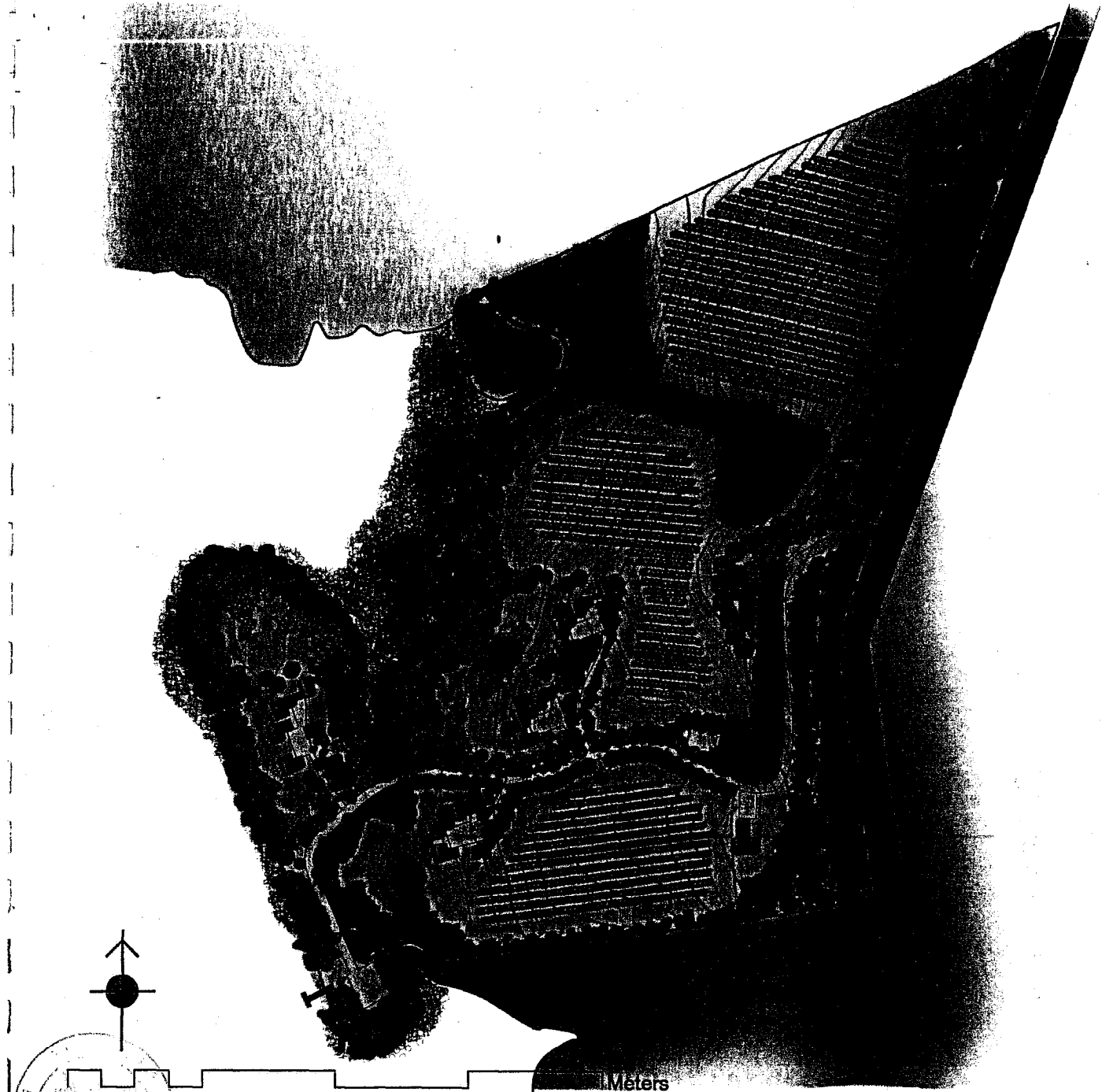
SCALE 1:200














**ATTACHMENT 2**

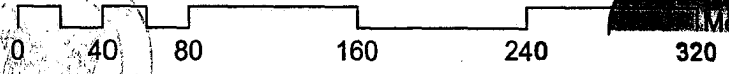


REMDEV-1



**KEY**

-  Existing native vegetation with enhancement planting.
-  Coastal and Riparian edge enhancement planting
-  Community amenity and enhancement planting
-  Puriri Avenue
-  Vineyard
-  Olives
-  Proposed built form
-  Existing metal road
-  Vehicle manoeuvring
-  Po whenua
-  Proposed public walkway

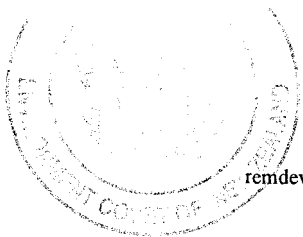


**Landscape Development Plan - 170 Green Road, Matakana**



Exhibits of Dennis John Scott, Landscape Architect  
 Matakana Riverside Estate | DJS Job No. 1063 | Revised 30 06 05

**FYHTRT00**



remdev-1 (sp)

# PROPOSED COVENANT PURSUANT TO s108(2)(d)

## Background

- A The Grantor is the registered proprietor and owner of the Land.
- B The covenants created by the Grantor pursuant to this instrument are created pursuant to sections 108 and 109 of the Resource Management Act 1991 (the “**Act**”) in respect of a resource consent numbered L36251 granted by the Environment Court on [ ] day of [ ] (the “**Consent**”) permitting the operation of a tourist accommodation facility on the Land.
- C The Grantor in making the Grantor’s application to the Grantee for the Consent agreed to the covenants contained in this instrument being included both as conditions of the Consent, as covenants pursuant to and for the purpose of section 108(2)(d) of the Act, and the registration of such covenants against the Certificate of Title/identifier to the Land.

## Covenants

### Interpretation

1 In this instrument unless the context indicates otherwise:

1.1 **Definitions:**

“**Act**” means the Resource Management Act 1991;

“**Consent**” means the resource (land use) consent numbered L6251 granted by the Environment Court on the [ ] day of [ ];

“**Covenant**” means the covenants contained in Schedule 1;

“**default GST**” means any interest, or late payment penalty, or shortfall penalty, or other sum imposed on the Council under the Tax Administration Act 1994 by reason of non-payment of the GST payable in respect of any supply made under this instrument;

“**Easement instrument**” means the Easement instrument in the form attached in Schedule 2 granting the pedestrian easement of right of way described in paragraph 1 of Schedule 1;

“**Grantee**” means the Rodney District Council and includes its successors and, where appropriate, its officers, employees, workmen, contractors and agents;

“**Grantor**” means the person named as the Grantor in this instrument and includes the Grantor’s executors or administrators, and successors in title;

“**GST**” means Goods and Services Tax payable under the Goods and Services Tax Act 1985, and includes any default GST;

“**GST Act**” means the Goods and Services Tax Act 1985 and includes any act which amends, substitutes or replaces that the GST Act;

**“Land”** means an estate in fee simple being all that parcel of land containing 14.9481 hectares more or less being part Lot 1 Deposited Plan 24494 CT NA 7D/1186;

1.2 **Defined expressions**

Expressions defined in the main body of this instrument have the defined meaning in the whole of this instrument including the background;

1.3 **Headings**

Section, clause and other headings are for ease of reference only and do not affect this instrument’s interpretation;

1.4 **Joint and several liability**

An obligation by two or more persons binds those persons jointly and severally;

1.5 **Negative obligations**

Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

1.6 **Parties**

References to parties are references to parties to this instrument;

1.7 **Plural and singular**

Words importing the singular number include the plural and vice versa;

1.8 **Persons**

References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

1.9 **Schedules**

The schedules to this instrument and the provisions and conditions contained in these schedules have the same effect as if set out in the body of this instrument;

1.10 **Sections, clauses and schedules**

References to sections, clauses and schedules are references to this instrument’s sections, clauses and schedules;

1.11 **Statutes and regulations**

References to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.



## **Creation of Covenant**

- 2 The Grantor, being the registered proprietor and owner of the Land, creates the Covenant set out in Schedule 1 pursuant to and for the purposes of sections 108 and 109 of the Act with the intention that the Covenant be registered against the Certificate of Title/identifier to the Land.

## **Council's Powers**

- 3 In addition to the creation of the Covenant by the Grantor pursuant to and for the purposes of sections 108 and 109 of the Act:
- a. the Grantee has the additional powers of a consent authority under those sections;
  - b. the Grantee's other statutory rights and powers are not affected by the Covenant contained in this instrument.
- 4 The Grantee may at any time by its officers, employees, workmen, contractors and agents, having first given reasonable prior notice:
- 4.1 enter the Land to inspect compliance of the Covenant by the Grantor;
  - 4.2 instruct the Grantor to carry out and complete any work required by the Grantee to ensure compliance with the Covenant by the Grantor;

## **Indemnity**

- 5 The Grantor hereby indemnifies the Grantee for any loss, damage or costs (including consequential loss) incurred by the Grantee as a result of any fault of the Grantor in failing to observe and comply with the Covenant.

## **Grantor not released**

- 6 The Grantor will not be released from any liability under the Covenant by any delay, extension of time, forbearance or waiver by the Grantee, or by any failure or neglect by the Grantee to enforce the Covenant.
- 7 Neither the Covenant nor a variation or cancellation of the Covenant shall be construed as a discharge or waiver of the primary obligation on the holder of the Consent to comply with the conditions of the Consent.

# SCHEDULE 1

## Covenants

1. **The Grantor shall** give one month's written notice to the Grantee of its intention to take any steps or action on the Land to give effect to the Consent, including by way of example and without limitation, making any application for a building consent for buildings relating to the whole or any part of a visitor accommodation facility, carrying out any earthworks, any other construction activity or other building works for the purpose of a visitor accommodation facility.
2. **The Grantor shall** prior to the expiry of the notice specified in paragraph 1 and in any event prior to the Grantor taking the first of any steps or action on the Land to give effect to the Consent as above with the purpose and intention of binding the holder of the Consent and the owner and registered proprietor for the time being of the Land **grant** in favour of the Grantee a registerable pedestrian right of way easement ("the pedestrian right of way") being of a uniform width of 3 metres over that part of the Land outlined in red as shown on the plan in Schedule 3 ("the easement area") in the form of the Easement instrument for the purpose of a coastal walkway, **and** to that end shall at the Grantor's entire cost:
  - a. have the easement area surveyed;
  - b. enter into and execute in favour of the Grantee the Easement instrument to create and register the pedestrian right of way against the Certificate of Title/identifier of the Land;
  - c. do all things necessary to register the Easement instrument against the Certificate of Title/identifier to the Land, including obtaining the consents of all mortgagees, chargeholders or encumbrancees registered against the Certificate of Title/identifier to the Land.
3. **The Grantor shall** within a period of one year from the date of the notice specified in paragraph 1 or in default of giving that notice the date the Grantor takes the first of any steps or action on the property to give effect to the Consent as above at the Grantor's cost lay out, construct and form on the easement area a pedestrian walkway to the Grantee's entire satisfaction in accordance with the Grantee's Standards for Engineering Design and Construction, in particular but without limitation, section 7.15.9 (walking track), section 7.15.10 (structures), section 7.15.2 (steps), section 7.15.12.2 (handrails and barriers), section 7.15.12.3 (footbridges), section 7.15.12.4 (boardwalks) and section 7.15.12.5 (platforms) ("the work") and for that purpose shall:
  - a. prepare plans, drawings and specifications of the work;
  - b. obtain a minimum of three competitive quotes from contractors approved by the Grantee for work of that type;
  - c. prior to the commencement of the work submit to the Grantee for the Grantee's written approval and agreement the plans, drawings and specifications of the work, all three quotes for the work obtained by the Grantor, the name of the contractor the Grantor wishes to engage to carry out and construct the work, and the contract price proposed by the Grantor for the carrying out and construction of the work;

- d. prior to the commencement of the work obtain all necessary consents, including without limitation resource and building consents, from the relevant regulatory authorities having jurisdiction to the carrying out and construction of the work;
- e. provide the Grantee with regular progress reports of the work;
- f. give adequate prior written notice to the Grantee of the relevant stages of the work for which inspections by the relevant regulatory authorities having jurisdiction are required to enable physical inspections by the relevant regulatory authorities at such stages of the work for which inspections are required;
- g. carry out and complete the work in accordance with the plans, drawings and specifications of the work approved by the Grantee and all necessary consents obtained by the Grantor for the work.

2. **The Grantor:**

- a. **acknowledges** that in respect of the cost of the work, namely, the laying out, construction and formation of the walkway on the easement area, the Grantee has offered to reimburse the Grantor one-half of such costs to a maximum of the total amount of the financial contribution imposed by the Grantee under the Consent for the Communities Facilities financial contribution, namely \$10,694.70 including GST (if any) **provided that** the Grantee is not required to make such reimbursement until completion of the work to the Grantee's entire satisfaction;
  - b. further **agrees and undertakes** to pay all of the additional costs of the laying out, construction and formation of the walkway on the easement area if the Grantee's contribution of \$10,694.70 including GST (if any) amounts to less one-half of actual cost of such laying out, construction and formation.
3. **The Grantor shall** not take any steps or action on the Land to give effect to the Consent as above, namely, for visitor accommodation activities prior to the grant of the pedestrian right of way and the registration of the Easement instrument.

## SCHEDULE 2

### Rights and Powers or Provisions of the easement

#### Background

- A The Grantor is the registered proprietor and owner of the Land.
- B The pedestrian right of way easement created by the Grantor pursuant to this instrument is created pursuant to a condition of the Consent, and a covenant pursuant to sections 108 and 109 of the Resource Management Act 1991 (the “Act”) contained in an Easement Instrument registered under number [ ] .

#### Grant of Easement

##### 1. Definitions

- 1.1 In this instrument unless the context indicates otherwise:

“**Act**” means the Resource Management Act 1991;

“**Consent**” means the resource (land use) consent numbered L36251 granted by the Environment Court on the [ ];

“**Easement Area**” means that part of the Land marked [ ] on Deposited Plan [ ];

“**default GST**” means any interest, or late payment penalty, or shortfall penalty, or other sum imposed on the Council under the Tax Administration Act 1994 by reason of non-payment of the GST payable in respect of any supply made under this instrument;

“**Grantee**” means the Rodney District Council and includes its successors and, where appropriate, its officers, employees, workmen, contractors and agents;

“**Grantor**” means the person named as the Grantor in this instrument and includes the Grantor’s executors or administrators, and successors in title;

“**GST**” means Goods and Services Tax payable under the Goods and Services Tax Act 1985, and includes any default GST;

“**GST Act**” means the Goods and Services Tax Act 1985 and includes any act which amends, substitutes or replaces that the GST Act;

“**Land**” means an estate in fee simple being all that parcel of land containing 14.9481 hectares more or less being part Lot 1 Deposited Plan 24494 CT NA7D/1186;

“**the work**” means the laying out, construction and formation of a pedestrian walkway on the Easement Area..

## 1.2 **Statutes and regulations**

References to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

## 2. **Grant of Right of Way Easement**

2.1 The Grantor grants to the Grantee, its employees, contractors, licensees and invitees, including the general public in common with the Grantor, the Grantor's tenants and any other person authorised by the Grantor as an easement in gross the right forever to pass and repass over and along any to temporarily remain on the Easement Area and to temporarily remain on the Easement Area for use as a coastal walkway between the hours of 7am and 9pm during New Zealand daylight saving and between 7am and 6pm at all other times of the year on foot or with wheelchairs or prams.

2.2 The Grantee shall erect a sign at each of the entries to the Easement Area on to the servient tenement advising members of the public of the location of the Easement Area and the purpose of the pedestrian right of way easement as provided in this clause 2. Before constructing or erecting such signs, the Grantor shall first obtain the written approval of the Grantee to the location, form, content and size of such signs provided that the signs shall display the logo of the Grantee so as to be clearly visible from a distance of 5 metres.

## 3. **Formation, maintenance and repair**

3.1 The Grantor shall give one month's written notice to the Grantee prior to the Grantor taking the first of any steps or action on the Land to give effect to the Consent, including by way of example and without limitation, making any application for a building consent for buildings relating to the whole or any part of a visitor accommodation facility, carrying out any earthworks, any other construction activity or other building works for the purpose of a visitor accommodation facility.

3.2 The Grantor shall within a period of one year from the date the Grantor gives the notice to the Grantee specified in clause 3.1, or in default of giving that notice taking the first of any steps or action on the Land to give effect to the Consent as above:

- a. at the Grantor's cost have the Easement Area surveyed;
- b. at the Grantor's cost lay out, construct and form on the Easement Area a pedestrian walkway to the Grantee's entire satisfaction in accordance with the Grantee's Standards for Engineering Design and Construction, in particular but without limitation, section 7.15.9 (walking track), section 7.15.10 (structures), section 7.15.2 (steps), section 7.15.12.2 (handrails and barriers), section 7.15.12.3 (footbridges), section 7.15.12.4 (boardwalks) and section 7.15.12.5 (platforms).

3.2 The Grantor shall concerning the work, namely, the laying out, construction and formation of a pedestrian walkway on the Easement Area as above, at the entire cost of the Grantor:

- a. prepare plans, drawings and specifications of the work;
- b. obtain a minimum of three competitive quotes from contractors approved by the Grantee for work of that type;
- c. prior to the commencement of the work submit to the Grantee for the Grantee's written approval and agreement the plans, drawings and specifications of the work, all three quotes for the work obtained by the Grantor, the name of the contractor the Grantor wishes to engage to carry out and construct the work, and the contract price proposed by the Grantor for the carrying out and construction of the work;

- d. prior to the commencement of the work obtain all necessary consents, including without limitation resource and building consents, from the relevant regulatory authorities having jurisdiction to the carrying out and construction of the work;
- e. provide the Grantee with regular progress reports of the work;
- f. give adequate prior written notice to the Grantee of the relevant stages of the work for which inspections by the relevant regulatory authorities having jurisdiction are required to enable physical inspections by the relevant regulatory authorities at such stages of the work for which inspections are required;
- g. carry out and complete the work in accordance with the plans, drawings and specifications of the work approved by the Grantee and all necessary consents obtained by the Grantor for the work.

### 3.3 The Grantor:

- a. acknowledges that in respect of the cost of the work the Grantee has offered to reimburse the Grantor one-half of such costs to a maximum of the total amount of the financial contribution imposed by the Grantee under the Consent for the Communities Facilities financial contribution, namely \$10,694.70 including GST (if any) provided that the Grantee is not required to make such reimbursement until completion of the work to the Grantee's entire satisfaction;
- b. further agrees and undertakes to pay all of the additional costs of the laying out, construction and formation of the walkway on the easement area if the Grantee's contribution of \$10,694.70 including GST (if any) amounts to less one-half of actual cost of such laying out, construction and formation.

3.4 The Grantor shall pay all costs associated with the design, construction and maintenance of the signs described in clause 2.2 together with any costs associated with obtaining consents which may be necessary for the construction or erection of such signs.

3.5 The Grantor will at its cost maintain the pedestrian walkway on the Easement Area to the standard of design, laying out, construction and formation required of the Grantee's Standards for Engineering Design and Construction as above including but not limited to regular cleaning and removal of rubbish, repairing any damage and replacement of the whole or part, as appropriate, of the pedestrian walkway so laid out, formed and constructed by the Grantor so as to provide safe, attractive and well kept pedestrian walkway on the Easement Area at all times.

## 4. Security

4.1 The Grantor may, at its cost, construct or erect gates across each of the entries to the Easement Area and may lock such gates between the times of 9pm and 7am during New Zealand daylight saving and between 6pm and 7am at all other times of the year. The Grantor shall keep any such gates so constructed or erected in good repair and condition at all times.

4.2 The Grantor shall report to the Grantee for appropriate action by the Grantee any member of the public using the Easement Area who:

- a. is behaving or threatening to behave in a disorderly, violent, abusive, antisocial or offensive manner;
- b. is causing or threatening to cause damage to persons or property (including graffiti);
- c. is using a skateboard, scooter, rollerblades or similar mode of transport within the Easement Area despite being warned not to do so by any signs of the type described in clause 2.2 constructed or erected by the Grantor, or being requested not to do so by the Grantor,

provided that this clause 4.2 shall not be relied upon by the Grantor to take any steps towards the removal of any members of the public who are behaving or threatening to behave in a manner described in this clause 4.2.

5. **Grantor's Obligations**

5.1 The Grantor may not:

- a. place or allow any obstruction to the use and enjoyment of the Easement Area as a pedestrian right of way whether by parked vehicle, tables, chairs, rubbish or otherwise; or
- b. do anything or allow anything to be done which interferes with or adversely affects the rights of the Grantee under this instrument,

provided that this clause 5.1 is not intended to prevent or restrict the Grantor from exercising its rights to provide security in the manner provided in clause 4.1.

6. **No Power to Terminate**

6.1 There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

7. **Statutory Rights and Powers**

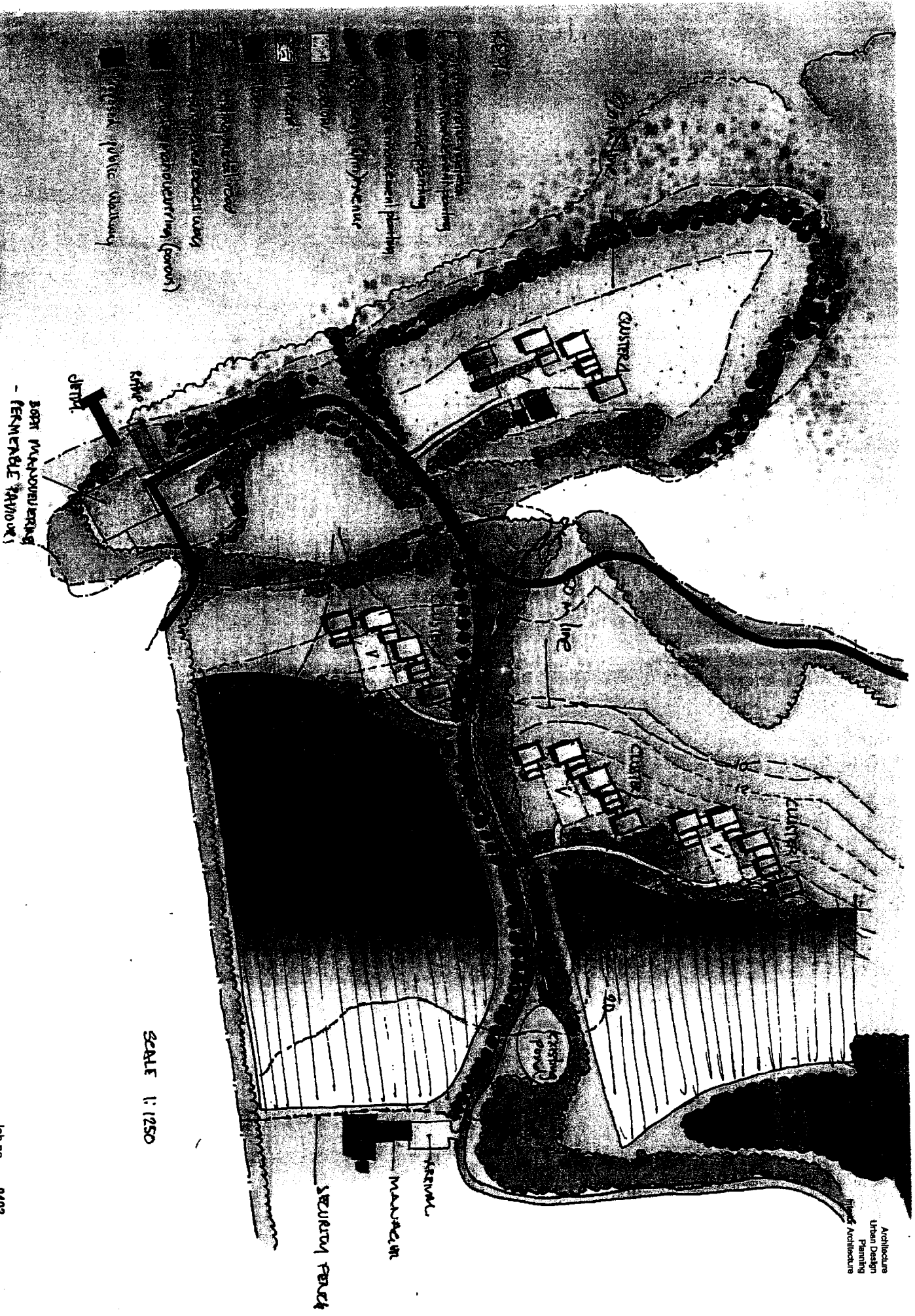
7.1 The rights in this instrument are in substitution for the rights set out in Schedule Four of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952, but otherwise this easement does not affect any statutory powers which the Grantee may have. If there is a conflict between the rights and power contained in this instrument and those in Schedule Four of the Land Transfer Regulations 2002 then the rights and powers contained in this instrument will prevail.

8 **Costs**

8.1 The Grantor shall pay all reasonable legal costs for the preparation, execution and registration of the Easement instrument against the Certificate of Title/Identifier to the Land.

**SCHEDULE 3**





SCALE 1:1250

QUEST MATYAKANA

07.03.05

Prepared for RIVERSIDE ESTATE AT MATYAKANA

Drawing PART SITE PLAN - BACH LOCATIONS

Scale 1:1250

Job no 0402

Drawing no PD-01 Issue

## APPENDIX B

# AUCKLAND REGIONAL COUNCIL

## RESOURCE CONSENT

Granted pursuant to the Resource Management Act 1991

### PERMIT NO. 30006

**CONSENT HOLDER:** Riverside Estate at Matakana Developments Ltd.

**FILE REFERENCE:** 17885

### CONDITIONS OF CONSENT

**Duration of Consent:** This consent shall expire on 31 December 2020 unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the Resource Management Act 1991.

**Purpose of Consent:** To authorise the discharge of treated domestic wastewater from a 17 unit visitor accommodation development (with a maximum occupancy of 50 guests and 12 day staff) in accordance with Section 15 (l)(b) of the Resource Management Act 1991.

To authorise the discharge of treated domestic wastewater from an existing dwelling to ground soakage in accordance with Section 15 (l)(b) of the Resource Management Act 1991.

**Works for Visitor Accommodation System:** The key system components are at least the following dimensions and standards:

**Wastewater Production and Treatment:**

(9x) Septic tanks each 5,100l with effluent filter, pump chamber and high level alarm

(2x) Recirculation Tanks (5,100l each)

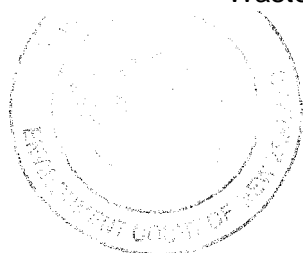
(1x) 60m<sup>2</sup> Recirculating sand filter

(1x) Treated Wastewater Tank (5,100l) with high level alarm and high level overflow

(1x) Discharge Water Meter

**Wastewater Discharge:**

(1x) 2,667m<sup>2</sup> drip irrigation area consisting of 2,667 lineal metres of subsurface drip irrigation lines spaced at 1 m centres and with



areal loading rate not exceeding 3.0mm/day  
(lx) 4,000m<sup>2</sup> (150%) reserve area.

Existing Works for Dwelling: Existing septic tank treatment system and disposal system serving dwelling.

Site Location: 170 Green Road, Matakana.

Legal Description of Land: Pt Lot 1 SP24494

Territorial Authority: Rodney District Council

Map Reference: NZMS 260 R09 645337

Authorised Quantity: The Consent Holder shall ensure that the maximum discharge volume does not exceed 8,000 litres per day from the accommodation facilities and 800 litres per day from the existing dwelling.

**DEFINITIONS:**

ARC: *Means the Auckland Regional Council.*

Manager: *Means the Manager, Land and Water Quality Section, Auckland Regional Council.*

RMA: *Means the Resource Management Act. 1991*

Surface Waters: *Means any freshwater water body located above the ground surface, including rivers, streams, springs, lakes, wetlands and water impounded by dams.*

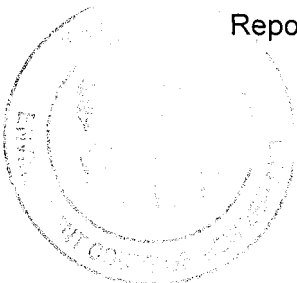
**GENERAL CONDITIONS:**

1. That the servants or agents of the ARC shall be permitted access to the relevant parts of the property at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.
2. That the Consent Holder shall, operate the plant and associated processes in accordance with the documentation submitted to the ARC as part of Application Number 30006. No alterations shall be made to the plant or processes that do not, or are not likely to, comply with the provisions of this consent, a regional rule, or regulations under the Resource Management Act 1991.

**DESIGN AND INSTALLATION CONDITIONS:**

3. That the wastewater treatment and land disposal system shall be constructed and installed in accordance with the conditions of this permit and in accordance with the Consultants plans and specifications, submitted as part of the Applicant's proposal, except where superseded by more recent information that was submitted as part of the Applicant's proposal:

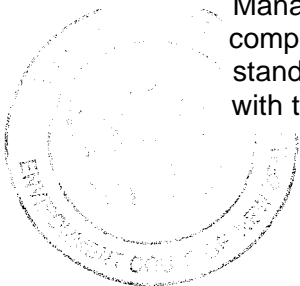
Report: 8 October 2004 by John Hawley Consulting "REM Wastewater System, Green Road, Matakana - Assessment of Environmental Effects of System" Ref: 412/c



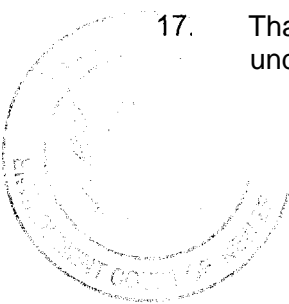
- Report: 8 October 2004 by John Hawley Consulting "On-site Wastewater Treatment/Disposal System for 20 Baches" Ref: 412/c.
- Report: 26 October 2004 by John Hawley Consulting "Wastewater Treatment/disposal at Green Road, Matakana "Tweakings" to conform with revised TP58" Ref: 412/e.
- Report: 23 November 2004 by John Hawley Consulting "REM Ltd. Green Rd, Rainbows End, 20 Baches - On-site wastewater treatment/disposal system" Ref: 412/d.
- Report: 25 November 2004 by John Hawley Consulting "REM Ltd. Green Rd, Rainbows End, 20 Baches - On-site wastewater treatment/disposal system" Ref: 412/e and "Rainbows End Development" by Reflection Treatment Systems Ltd.
- Report: 25 November 2004 by John Hawley Consulting "REM Ltd. Green Rd, Rainbows End, 20 Baches - On-site wastewater treatment/disposal system" Ref: 412/e and "Rainbows End Development" by Reflection Treatment Systems Ltd. and revision 10 January 2005.
- Report: 20 July 2005 by Kitt Littlejohn "Consent Application Numbers 30006 and 30183 - ARC File References 17885 and 17958 - Stormwater Diversion and Wastewater Discharge - Riverside Estate at Matakana - REM Developments Limited.
- Plan: February 2004 By Lamb & Molloy Ltd. Topographical Plan over Pt Lot 1 SP24494. Ref: 1204.

The most recent version of each design detail in the above documents shall constitute part of this permit.

4. That at least one month prior to the proposed date of installation of the proposed wastewater treatment and disposal system, the Consent Holder shall submit to the Manager:
  - a. Drawings showing the location of each key system component specified as "Works" in this consent for ARC review and approval.
  - b. Information regarding the design flow volume generated by day staff at the facility, in terms of source and proportional impact on capacity of the receiving system.
  - c. Details of the maximum design occupancy and approximate design flow volume for the existing dwelling, the capacity and type of treatment and disposal systems, and include the location of the components of the treatment and disposal system on the plans required by (a) above.
5. That prior to works commencing, the Consent Holder shall obtain written approval from the Manager for the design criteria and plans of the proposed wastewater treatment system submitted in accordance with condition 4 above.
6. That the installation of the proposed wastewater treatment and land disposal system shall be carried out under the supervision of a Chartered Professional Engineer or suitably qualified Consultant, experienced in wastewater treatment and land disposal systems. The supervising Engineer/Consultant shall certify in writing to the Manager, within 30 days of work completion and discharge commencing that all new components of the system have been inspected and installed in accordance with standard engineering practice, with the plans approved pursuant to Condition 3 and with the specifications and conditions of this permit.

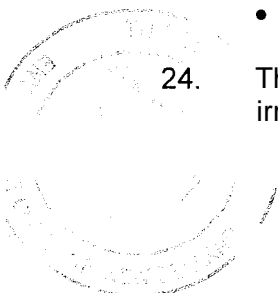


7. The Consent Holder shall notify the ARC in writing of the date of discharge commencing, within two weeks of the discharge commencing date.
8. That the Consent Holder shall submit to the ARC final "as-built" plans of the treatment and land disposal system for the works covered by this consent, showing the location of each key component of the treatment and land disposal system including the designated reserve area, to the satisfaction of the Manager within 30 days of work completion and prior to the commissioning of the system.
9. That an alarm system shall be installed and maintained to operate in the event of any pump failure or any other form of mechanical failure within the accommodation units treatment system. The audible and visual alarm system for the treatment plant shall be located in a prominent place on the site.
10. That emergency storage volume, equivalent to 24 hours peak flow volume, shall be provided above the alarm level in every pump chamber.
11. That all tanks installed within 50 metres of the Matakana Harbour shall include a flanged base to ensure no uplift occurs under high groundwater conditions.
12. That the Consent Holder shall bury the dripper irrigation system in topsoil to a depth of 50mm to 150mm and densely plant the entire land disposal area with suitable water tolerant with high evapotranspiration plant species or grass. The Consent Holder shall fence the perimeter of the accommodation units disposal field and signpost the treatment plant and disposal area to discourage public access.
13. That the Consent Holder shall install surface and/or subsurface cut-off drains around the wastewater treatment and land disposal systems to divert stormwater runoff away from the treatment and land disposal areas.
14. That the Consent Holder shall ensure that sufficient area is reserved to allow the accommodation units' land disposal system to be increased in size by at least 150%. The reserve areas shall be those designated as reserve areas in the site plans specified in Condition 3 above.
15. That the Consent Holder shall ensure that full water reducing fixtures are installed in the accommodation facilities being serviced by the treatment and land disposal system. Wastewater reduction fixtures shall include but not be limited to the following:
  - a) Dual flush (6/3 litre) water cisterns;
  - b) Aerated tap faucets;
  - c) Low flow shower heads (up to a maximum of 9 litres/minute);
  - d) Restricted standard dishwasher;
  - e) No garbage grinders and no baths.
16. That the Consent Holder shall not install any baths or extra wastewater producing fixtures, such as garbage grinders, spa bath, and multi-head showers. Low water usage dishwashers are acceptable.
17. That the Consent Holder shall ensure that all laundry facilities for the guest units are undertaken off-site.



## MONITORING AND REPORTING CONDITIONS:

18. That the Consent Holder shall record complaints and system malfunctions regarding the wastewater treatment or irrigation disposal systems and shall report these to the Manager, as soon as practicable.
19. That the Consent Holder shall ensure that appropriate persons shall be available and shall respond as soon as practicable to any alarm sounding in an emergency arising from the wastewater treatment and disposal systems on a 24 hours a day, seven days a week basis. Contact information for appropriate personnel in the event of an alarm sounding shall be incorporated into the signage required by Condition 12.
20. That the Consent Holder shall continuously measure flows discharged from the treatment system to the land disposal system serving the accommodation units. The flows shall be measured with a meter capable of measuring to an accuracy of plus or minus 5 percent. The meter shall be installed in accordance with the manufacturer's specifications and shall be maintained in good working order at all times.
21. That the discharge flow meter(s) shall be read at the same time of each consecutive day, in accordance with the schedule specified in the Management Plan required by Condition 30. The readings required by condition 20 and 22,, including daily site occupancy numbers, shall be recorded in a logbook and copies of these records shall be forwarded to the Manager, six monthly by 31 May and 30 November each year. Any exceedence of the permitted discharge volume shall be reported to the Manager within one week of the reading. The frequency of flow meter readings may be decreased following at least two years of complete readings, in the event written approval for a decreased monitoring frequency is obtained from the Manager.
22. That the Consent Holder shall maintain available on the site two flow meters capable of measuring to an accuracy of plus or minus 5 percent, for installation to continuously measure flows into the treatment system from an individual or group of accommodation unit(s) or potable water flows into an individual or group of accommodation unit(s), in the event of a request from the Manager for short or medium term monitoring of specific flows. Upon request for monitoring, the meter(s) shall be installed in accordance with the manufacturer's specifications, shall be maintained in good working order at all times and shall be read at the same time of each consecutive day of the monitoring period specified by the Manager.
23. That a treated wastewater sample shall be taken from the treated wastewater holding tank serving the accommodation system immediately prior to discharge to the disposal field, six-monthly on the first Monday following 1<sup>st</sup> February and 1<sup>st</sup> August in accordance with the schedule and procedure specified in the Management Plan required by Condition30. The sampling frequency may be decreased following at least two years of complete readings which comply with the conditions of the consent, in the event written approval for a decreased monitoring frequency is provided by the Manager. The samples shall be analysed for the following parameters:
  - Biochemical Oxygen Demand (BOD<sub>5</sub>)      gO/m<sup>3</sup>
  - Suspended Solids                                      g/m<sup>3</sup>
24. That the quality of the treated wastewater immediately prior to its discharge to the irrigation system shall conform with the following standards;



- Biochemical Oxygen Demand (BODs)      better than 20 gO/m<sup>3</sup>
  - Suspended Solids                                      better than 20 g/m<sup>3</sup>
25. That all sampling and analyses are to be carried out in accordance with the latest edition of "Standard Methods For the Examination Of Water and Wastewater", APHA, AWWA, WPCE or equivalent approved in writing by the Manager
26. That the results obtained from Condition 24 shall be recorded and a copy forwarded to the Manager, within one month of the date the sample result is received.

**OPERATION AND MAINTENANCE CONDITIONS:**

27. That the Consent Holder shall enter into, and maintain in force, a written maintenance contract with an experienced wastewater treatment plant operator, or a person trained in the wastewater treatment operation by the system designer, approved in writing by the Manager, for the on-going maintenance of the accommodation unit treatment and land disposal system. This contract shall include an inspection and maintenance schedule in accordance with the requirements in Condition30.

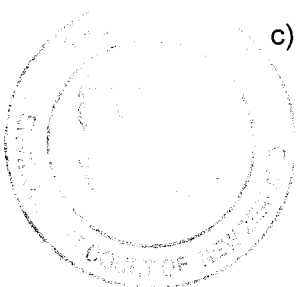
A signed copy of this contract shall be forwarded to the Manager within 30 days of works completion, and the consent holder shall ensure that the Manager is provided with a current copy of such contracts throughout the term of this consent. An operative contract shall be provided to the ARC upon request throughout the term of the consent.

28. That the Consent Holder shall maintain the treatment and disposal systems in an efficient and professional manner, in accordance with the Management Plan and the conditions of this permit, to ensure that it functions efficiently and that any works that are necessary to this shall be undertaken by the Consent Holder within one month of written notice from the Manager.
29. That the wastewater treatment systems shall be located and the surrounding area maintained so that vehicular access for maintenance is readily available at all times.

**MANAGEMENT PLAN CONDITION:**

30. That a Management Plan shall be prepared by a Consultant experienced in wastewater engineering for the wastewater treatment and land disposal systems. Within 30 days of works completion, the Consent Holder shall obtain written approval for the Plan from the Manager. This Plan shall be in accordance with the conditions of this consent and should include, but not be limited to:

- a) An inspection programme designed to verify the correct functioning of the whole wastewater treatment and land disposal system; and
- b) A schedule or checklist of maintenance requirements for the septic tanks, effluent filters, recirculating sand filter, pumps and the pressure compensating drip line irrigation system; and
- c) A procedure for a review of the schedule of maintenance requirements; and



- d) A procedure, including time of day and forms to be filled in, for the collection of flow meter readings including a schedule for forwarding all monitoring records to the Manager; and
- e) A copy of the names of the appropriate contact people in the event of system malfunction including contact telephone numbers; and
- f) A contingency plan of action to be taken in the event metered flows exceed maximum permitted discharge volumes, pump or power failure and/or effluent breakout/surface runoff from the treatment and land disposal system.

The Consent Holder shall comply with the requirements of the Management Plan once it has been approved.

#### **REVIEW CONDITION:**

31. That the conditions of this consent may be reviewed by the Manager pursuant to Section 128 of the RMA, by the giving of notice pursuant to Section 129 of the Act, in February 2006 and every two years thereafter in order:
- a) To vary the size or design of the treatment system and/or size or design of the land disposal area in light of increased understanding of the system or further information, changed circumstances, or the results of monitoring; or
  - b) To alter monitoring requirements in light of previous monitoring results and/or changed environmental conditions or circumstances; or
  - c) To deal with any significant adverse effect on the environment which may arise from the exercise of the consent and which was not apparent at the time of the granting of the consent; or
  - d) To require a consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment, including measures to decrease water usage and/or discharge flow volumes; or
  - e) To deal with any adverse effect on the environment arising or potentially arising from the exercise of this consent and in particular effects, through altering or providing specific performance standards.

#### **ADVICE NOTES:**

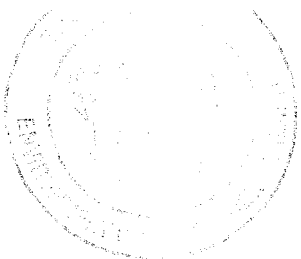
1. *The Consent Holder is advised that they will be required to pay to the Council any administrative charge fixed in accordance with Section 36(1) of the RMA, or any additional charge required pursuant to Section 36(3) of the RMA in respect of this consent.*
2. *The Consent Holder is advised that the date of the commencement of this consent will be as determined by Section 116 of the RMA, unless a later date is stated as a condition of consent. The provisions of Section 116 of the RMA are summarised in the covering letter issued with this consent.*
3. *The Consent Holder is advised that, pursuant to Section 125 of the RMA, this resource consent lapses on the expiry of five years after the date of commencement of this consent unless the consent is given effect to or other criteria contained within Section 725 are met.*





4. *The Consent Holder is advised that, pursuant to Section 126 of the RMA, if this resource consent has been exercised, but is not subsequently exercised for a continuous period of five years, the consent may be cancelled by the Council unless other criteria contained within Section 126 are met.*
5. *The Consent Holder is advised that in the event of problems with the treatment system that are attributable to the land disposal system, and upon notification from the Manager, the Consent Holder is advised to apply for a change of consent condition to allow extension of the pressure compensating irrigation lines within the reserve areas, as approved by the Manager.*

**This consent has been granted by the Auckland Regional Council pursuant to the Resource Management Act 1991.**



**AUCKLAND REGIONAL COUNCIL**

**RESOURCE CONSENT**

**Granted pursuant to the Resource Management Act 1991**

**PERMIT NO. 30183**

**CONSENT HOLDER:** Riverside Estate at Matakana Developments Limited

**FILE REFERENCE:** 17958

**CONDITIONS OF CONSENT**

**Duration of Consent:** This consent shall expire on 31 December 2039 unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the Resource Management Act 1991.

**Purpose of Consent:** To authorise the diversion and discharge of stormwater in accordance with Sections 14 (1)(a) and 15 (1)(a) and (b) of the Resource Management Act 1991.

**Site Location:** Greens Road, Matakana

Approximate Map Reference NZMS 260 R09 645 337

**Legal Description of Land:** Part Lot 1, DP 24494

**Territorial Authority:** Rodney District Council

**DEFINITIONS:**

**Act** means the Resource Management Act 1991 and further amendments

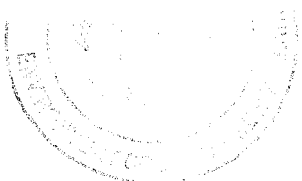
**ARC:** means the Auckland Regional Council

**ARI** means Average Recurrence Interval

**Manager:** means the Manager, Consents & Compliance Monitoring, ARC, or nominated ARC staff acting on the Manager's behalf.

**TPIO:** means ARC Technical Publication No. 10, *Stormwater Management Devices: Design Guideline Manual, May 2003.*

**TP92:** means ARC Technical Publication No. 92, *Large Lot Stormwater Management Design Approach 1998.*



TP108: means ARC Technical Publication No. 108, Guidelines for Stormwater Runoff Modelling in the Auckland Region, April 1999.

**GENERAL CONDITION:**

1. That the Consent Holder shall permit the servants or agents of ARC to have access to relevant parts of the property at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements and/or to take samples.

**SPECIFIC CONDITIONS:**

2. That the Consent Holder shall submit to the Manager for written approval the design details including supporting calculations (TP10 and TP108) and design drawings of the stormwater management system to meet the following design standard.

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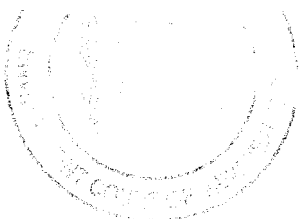
<b>Works</b>	<b>Design Standard</b>
Baches	Attenuate peak flows to pre-development levels for 2 year ARI rainfall events  No exposed unpainted metal surfaces
<i>Secondary Access Roads and turning bays</i>	75% TSS removal  Attenuate peak flows to pre-development levels for 2 year ARI rainfall event.

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3. That the Consent Holder shall construct the stormwater management system as approved under Condition 2. Any amendments that may affect the capacity or performance of the stormwater management system shall be approved by the Manager in writing, prior to construction.

In particular, this requires that the stormwater management works as approved under Condition 2 are constructed and are completed prior to discharges commencing from the site:

4. That notwithstanding Condition 2, that the Consent Holder shall ensure that the stormwater management system is constructed and maintained so as to minimise erosion, risk of obstruction of the waterway and hazards to safety.
5. That the Consent Holder or their agent shall arrange and conduct a pre-construction site meeting between ARC and all relevant parties, including the site stormwater engineer, with regard to the stormwater management works, prior to the construction of any infrastructure works on the site. Any resulting amendments to the stormwater management system may be reviewed by ARC at the time and shall be approved in accordance with Condition 3 above.



6. **That the Consent Holder or their agent shall arrange and conduct a post** construction site meeting within 30 days of completion of installation of the stormwater management works between ARC and all relevant parties, including the site stormwater engineer. As-Built Plans shall be available for this meeting, as specified in Condition 14 below.
7. The consent holder or their agent shall prepare a planting maintenance and management plan for the native re-vegetation planting. The plan shall be completed by a suitably qualified person, and shall include, but not be limited to, establishment of vegetation, planting location and densities, and post establishment protection and maintenance requirements. The plan shall be submitted to the Manager for written approval prior to implementation.
8. That the consent holder shall ensure that the native re-vegetation planting is undertaken in accordance with ARC TP92 within the first planting season following the completion of works.

### **Overland Flowpaths**

9. That the Consent Holder shall ensure that, for stormwater flows in excess of the capacity of the primary systems, secondary flow paths shall be provided and maintained to allow surplus stormwater from critical storms, up to the 100 year ARI event, to discharge with the minimum of nuisance and damage.

*Advice Note: For the purposes of this Consent "major overland flow paths" are those that accompany a primary drainage system of a nominal 600 mm diameter pipe or larger or with peak over/and flow exceeding 0.5 m<sup>3</sup>/s in the 100-year ARI event.*

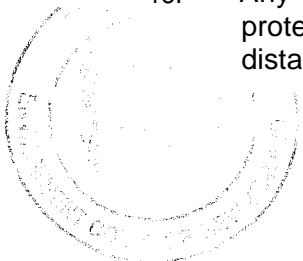
10. The Consent Holder shall ensure that major secondary flow paths on land under their control are kept free from significant obstructions such as buildings, and solid fences. *The Consent Holder shall encourage other land owners to similarly keep major secondary flow paths free from significant obstructions such as buildings, and solid fences.*
11. Where roading kerbs and channels are constructed across secondary flow paths, the Consent Holder shall ensure that kerbs are set at a level that maximises the capture of water by road cesspits. Other than at designated overland flow paths, driveway crossings shall be constructed in order to minimise the overflow of water from the road into private properties.

### **Habitable Floor Levels**

12. The Consent Holder shall ensure that the habitable floor levels of buildings authorised for construction after the commencement of this Consent are constructed at least 0.5 m above the 100 ARI flood levels of adjoining watercourses or major secondary flow paths, unless the relevant District Plan or Code of Subdivision establishes an alternative freeboard in which case the District Plan or Code of Subdivision freeboard requirement shall prevail.

### **Outfall Erosion**

13. Any stormwater outfalls authorised by this Consent shall incorporate erosion protection measures to minimise the occurrence of bed scour and bank erosion for a distance of five times the pipe diameter from the outfall.



### Operation and Maintenance

14. That the Consent Holder shall submit an Operation and Maintenance Plan for the stormwater management works to the Manager for written approval within 30 days of the completion of installation of the stormwater management system. If a draft Plan has been prepared prior to construction this shall be updated for the final stormwater management system where necessary. The Operation and Maintenance Plan shall include, but not be limited to:
- i) A programme for regular maintenance and inspection of Works approved under Condition 2 of this Consent;
  - ii) A programme for the collection and disposal of debris and sediment collected by the stormwater management devices or practices;
  - iii) A programme for inspection and maintenance of outfall erosion;
  - iv) A programme for post storm maintenance.
  - v) General inspection checklists for all aspects of the stormwater management system.

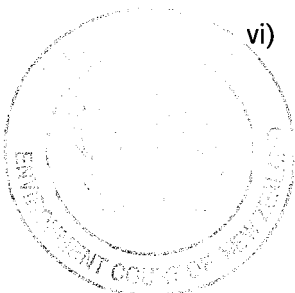
Details of the person or bodies whom will hold responsibility for long-term maintenance of the stormwater management system and the organisational structure which will support this process.

Any amendments to the Operation and Maintenance Plan shall be approved by the Manager in writing, prior to implementation.

15. That the Consent Holder shall ensure that the stormwater management works are managed in accordance with the Operation and Maintenance Plan which has been approved by the Manager and as specified in Condition 14

### Certification of Construction Works

16. That the Consent Holder shall supply to the Manager within 30 days of Practical Completion, As-Built plans of the stormwater management works which are certified as a true record of the stormwater management system by a suitably qualified registered surveyor. The As-Built plans shall include, but not be limited to:
- i) The surveyed location (to the nearest 0.1 m) and level (to the nearest 0.01 m) of the discharge structure, with co-ordinates expressed in terms of the New Zealand Map Grid and LINZ datum.
  - ii) Location, dimensions and levels of the major overland flowpaths including cross sections and long sections.
  - iii) Plans and cross sections of all stormwater management devices, including confirmation of the Water Quality Volume, storage volumes and levels of any outflow control structure.
  - iv) The surveyed locations of all soakholes installed for the management of stormwater discharges to ground shall be measured to the nearest 0.1 metre with co-ordinates expressed in terms of the New Zealand Map Grid.
  - v) The soakage capacities of the soakholes.
  - vi) Documentation of any discrepancies between the design plans and the As Built plans.



17. That the Consent Holder shall ensure that access arrangements (including any easements if necessary) are in place allowing the person(s) or body responsible for long-term operation and maintenance of the stormwater management system to carry out their responsibilities.

**REVIEW CONDITION:**

18. The conditions of this Consent may be reviewed by the ARC pursuant to Section 128 of the Resource Management Act 1991, (with the costs of the review process being borne by the Consent Holder), by the giving of notice pursuant to Section 129 of the Act, in one of the following years:

- June 2005
- June 2006
- June 2007
- June 2008

And/or at five yearly intervals after either the date of that review (if such review occurs) or after June 2009 whichever is the earlier.

The purpose of the review may be for any of the following purposes, namely:

- i) To deal with any adverse effect on the environment which may arise from the exercise of the consent or upon which the exercise of the consent may have an influence and which becomes apparent, or is found appropriate, to deal with at a later stage, and in particular but without limiting the ambit of this clause to:
  - a) Insert conditions, or modify existing conditions, to require the Consent Holder to identify the character or nature of any discharges authorised by this Consent and to report the results of that monitoring to the ARC; and/or
  - b) Insert conditions, or modify existing conditions to require the Consent Holder to monitor the effects of any discharges authorised by this Consent on the local receiving environment and to report the results of that monitoring to the ARC; and,
  - c) The conditions may relate to the matters contained in s108(4) of the Resource Management Act 1991 or any Act in substitution thereof.
- ii) Insert conditions, or modify existing conditions, requiring the Consent Holder to adopt the Best Practicable Option to remedy, mitigate or minimise any adverse effects on the environment resulting from the discharges authorised by this consent, including remedying or mitigating any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage. *Advice Note:*

*For the removal of doubt, purpose (ii) of a review may include the need to:*

- i. *achieve consistency with performance measures implemented on catchment wide discharge consents for the area; and investigate the necessity of modifying or enhancing existing treatment or management systems should the results of receiving environment monitoring indicate that the discharges authorised by this Consent are causing or exacerbating the occurrence of adverse effects in the receiving environment.*

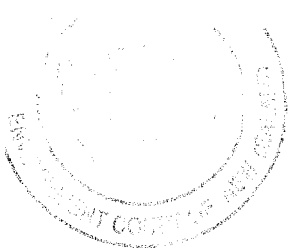
**Exclusions**



The diversion and discharge of stormwater from sites specified in Schedule 3 of the Auckland Regional Plan: Air, Land and Water as high risk sites requiring a stormwater consent under rule 5.5.21 of that Plan that are constructed after the commencement of this Consent are not authorised by this Consent. Separate consents for those activities are required from the ARC.

**ADVICE NOTES:**

1. The Consent Holder is advised that they will be required to pay to ARC any administrative charge fixed in accordance with Section 36(1) of the Resource Management Act 1991, or any additional charge required pursuant to Section 36(3) of the Resource Management Act 1991 in respect of this consent.
2. The Consent Holder is advised that the date of the commencement of this consent will be as determined by Section 116 of the Resource Management Act 1991, unless a later date is stated as a condition of consent. The provisions of Section 116 of the Resource Management Act 1991 are summarised in the covering letter issued with this consent.
3. In accordance with the Proposed Auckland Regional Plan: Air, Land & Water (October 2004), an Industrial or Trade Process Discharge Permit may be required for each specific site should the land use activities at the site change to a high risk activity in accordance with Schedule 3 of the Proposed Auckland Regional Plan: Air, Land & Water.
4. A "site" comprises that proportion of the property where the activity takes place on the parcels of land or lots occupied by a single industry or trade process.
5. The Consent Holder is referred to Section 124 of the Resource Management Act 1991, which provides for the exercising of a consent while applying for a new consent for the same activity.
6. The Consent Holder is advised that, pursuant to Section 125 of the Resource Management Act 1991, this resource consent lapses on the expiry of five years after the date of commencement of this consent unless the consent is given effect to or other criteria contained within Section 125 are met.
7. The Consent Holder is advised that, pursuant to Section 126 of the Resource Management Act 1991, if this resource consent has been exercised, but is not subsequently exercised for a continuous period of five years, the consent may be cancelled by the ARC unless other criteria contained within Section 126 are met.
8. Form oils (separation agents) should be applied to any construction shutters in an area removed from the watercourse such that any excess oil or spillage cannot be washed to the receiving environment.
9. When using concrete retarders, hardeners or accelerators near watercourses care is required to ensure only the minimum amount of chemical is used to achieve the result required and excess chemical is not flushed to the receiving environment.
10. The Consent Holder is advised that safety fences may be required around constructed ponds deeper than 0.4m.



11. **Prior to earthworks commencing the Consent Holder is advised to become familiar** with the Permitted Activity category requirements of the Auckland Regional Plan: Sediment Control (dated November 2001) and take particular note of the following:

Sediment originating from the site of a land disturbance activity shall be managed in such a way to ensure that after reasonable mixing it does not give rise to any of the following effects to the receiving waters:

- the production of any conspicuous scums, foams or floatable suspended materials,
- any conspicuous change in the colour or visual clarity,
- any emission of objectionable odour,
- the rendering of freshwater unsuitable for consumption by farm animals,
- any significant adverse effect on aquatic life.

Examples of methods to control the discharge of sediment are outlined in the Technical Publication No.90 "Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region, March 1999" available from the ARC.

12. The Consent Holder is reminded that where a dam is constructed as a Permitted activity under the PARP:ALW, the ARC is required to be notified 7 days prior to construction and a Permitted Activity form completed and submitted.
13. Pursuant to Section 136 and 137 of the Resource Management Act 1991, the Consent Holder may transfer the consent to another party by notifying ARC in writing of their intention to do so. Unless the consent has lapsed, been surrendered or cancelled, or transferred to another party, the Consent Holder is responsible for compliance with all conditions of the consent for the duration of the consent.

**This consent has been granted by the Auckland Regional Council pursuant to the Resource Management Act 1991.**

