APPLICATION AS NOTIFIED

P Corwin & S Widdowson

(RM220148)

Submissions Close 20 May 2022

FORM 12

File Number RM220148

QUEENSTOWN LAKES DISTRICT COUNCIL PUBLIC NOTIFICATION

Notification of an application for a Resource Consent under Section 95A of the Resource Management Act 1991.

The Queenstown Lakes District Council has received an application for a resource consent from:

P Corwin & S Widdowson

What is proposed:

Subdivision consent to create two vacant residential allotments that will breach minimum lot size.

Proposed Lot 1 will be 1,865m² with frontage directly onto Mount Linton Avenue. Proposed Lot 2 will have a net site area of 1,983m² (2,136m² gross), accessed via an access leg off Mount Linton Avenue.

Water, wastewater, power and telecom are to be connected to existing reticulation. Stormwater will be disposed of on site.

The location in respect of which this application relates is situated at:

25 Mount Linton Avenue, Wanaka (Lot 3 DP 471213)

The application includes an assessment of environmental effects. This file can also be viewed at our public computers at these Council offices:

- 74 Shotover Street, Queenstown;
- Gorge Road, Queenstown;
- and 47 Ardmore Street, Wanaka during normal office hours (8.30am to 5.00pm).

Alternatively, you can view them on our website when the submission period commences:

https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc or via our edocs website using RM220148 as the reference https://edocs.qldc.govt.nz/Account/Login

The Council planner processing this application on behalf of the Council is Tara Enright, who may be contacted by email at tara.enright@qldc.govt.nz.

Any person may make a submission on the application, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:

Friday 20th May 2022

The submission must be dated, signed by you and must include the following information:

- a) Your name and postal address and phone number/fax number.
- b) Details of the application in respect of which you are making the submission including location.
- c) Whether you support or oppose the application.
- d) Your submission, with reasons.
- e) The decision you wish the consent authority to make.
- f) Whether you wish to be heard in support of your submission.

You may make a submission by sending a written or electronic submission to Council (details below). The submission should be in the format of Form 13. Copies of this form are available Council website:

https://www.gldc.govt.nz/services/resource-consents/application-forms-and-fees#other forms

You must serve a copy of your submission to the applicant (Nicole Malpass, <u>nicole@ipsolutions.nz</u>) as soon as reasonably practicable after serving your submission to Council:

C/- Nicole Malpass nicole@ipsolutions.nz IP Solutions Ltd 15 Cliff Wilson Street Wanaka 9305

QUEENSTOWN LAKES DISTRICT COUNCIL

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(signed by Wendy Baker pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: Thursday 21st April 2022

Address for Service for Consent Authority:

Queenstown Lakes District Council Private Bag 50072, Queenstown 9348 Gorge Road, Queenstown 9300 Phone Email Website 03 441 0499 rcsubmission@qldc.govt.nz www.qldc.govt.nz



APPLICATION FOR RESOURCE CONSENT OR FAST TRACK RESOURCE CONSENT

FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL <u>MANDATORY FIELDS*</u> OF THIS FORM.

and details of your application. If your form does not provide the required info

APPLICANT // · F	Must be a person or legal entity (limite Full names of all trustees required. The applicant name(s) will be the cons	ed liability company or trust). sent holder(s) responsible for the consent and any assoc	iated costs.
*Applicant's Full Name / Company (Name Decision is to be issued in)	/Trust:Paul Corwin an	d Sally Widdowson	
All trustee names (if applicable):			
*Contact name for company or tru	st:		
*Postal Address: 127 TAYLORS	MISTAKE ROAD, SCAF	RBOROUGH, CHRISTCHURCH	*Post code:
*Contact details supplied must be for the ap	oplicant and not for an agent acting o	on their behalf and must include a valid postal address	
*Email Address:paulcorwinan	dsallyw@gmail.com		
*Phone Numbers: Day 03 3264	179	Mobile:0204134695	6
The decision will be sent to be CORRESPONDENCE DE	TAILS // If you are acting of please fi	by email unless requested otherwise. on behalf of the applicant e.g. agent, consultant c ill in your details in this section.	or architect
*Name & Company: Nicole M	alpass, IP Solutions	Ltd	
*Phone Numbers: Day 021080	060084	Mobile:	
*Email Address: nicole@ips	olutions.nz		
*Postal Address: 15 Cliff Wils	son Street, Wanaka		*Postcode
INVOICING DETAILS // Invoices will be made out to the applicant			
For more information regarding payment			
For more information regarding payment	receive any invoices and how they	would like to receive them.	
5 517	receive any invoices and how they Agent:	y would like to receive them. Other - Please specify:	

127 TAYLORS MISTAKE ROAD,

SCARBOROUGH, CHRISTCHURCH

*Post code:

8081

*Attention: Paul and Sally

*Please provide an email AND full postal address.

*Email:paulcorwinandsallyw@gmail.com

*Postal Address:



		:As above					
DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS // If it is assessed that your consent requires development contributions any implices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below, invoices will be made out to the applicant owner but can be ent to another party faving on the applicant shehalf. Please select a preference for who should receive any invoices. Details are the same as for invoicing Applicant: Landowner: Other, please specify: *Attention.Paul and Sally *Email:PaulCorwinandsallyw@gmail.com Click here for further information and our estimate request form DETAILS OF SITE // Legal description field must list legal descriptions for all stee pertaining to the application. *Anddress / Location to which this application relates: 25 Mount Linton Avenue, Wanaka, 9305 *Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g. Lot x DPxxx (or valuation number) out 34 DP 471213 District Plan Zone(s):Northlake, Activity Area A SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site visit please answer the questions below. Sit there a gate or security system restricting access by council? Sit there a gate or security system restricting access by council? Sit there a dog on the property? Are there any other hazards or entry restrictions that council staff need to be aware of? YES NO VISITE Plan Zone on the property? Are there any other hazards or entry restrictions that council staff need to be aware of? YES NO VISITE Plan Zone on the property? Are there any other hazards or entry restrictions that council staff need to be aware of? YES NO VISITE Plan Zone on the property?	Owner Addı	ess:					
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	PRE-APPLICATION MEETING OR URBAN DESIGN PANEL	
	Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?	
	Yes No Copy of minutes attached	
	If 'yes', provide the reference number and/or name of staff member involved:	
	CONSENT(S) APPLIED FOR // * Identify all consents sought	
	Land use consent Subdivision consent	
	Change/cancellation of consent or consent notice conditions Certificate of compliance	
	Extension of lapse period of consent (time extension) s125 Existing use certificate	
	QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC	
	Controlled Activity Deemed Permitted Boundary Activity	
	If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process	
	BRIEF DESCRIPTION OF THE PROPOSAL // *Please complete this section, any form stating 'refer AEE' will	
	be returned to be completed with a description of the proposal	
	*Consent is sought to:	
	*Consent is sought to: Two-lot subdivision.	
	Two-lot subdivision.	
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	Two-lot subdivision. APPLICATION NOTIFICATION Are you requesting public notification for the application? Yes No Please note there is an additional fee payable for notification. Please refer to Fees schedule OTHER CONSENTS Is consent required under a National Environmental Standard (NES)? NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012 An applicant is required to address the NES in regard to past use of the land which could contaminate soil	
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NOTE: depending on the scale and nature of your proposal you may be required to provide

which is subject to this application.

details of the records reviewed and the details found.

OTHER CONSENTS // CONTINUED

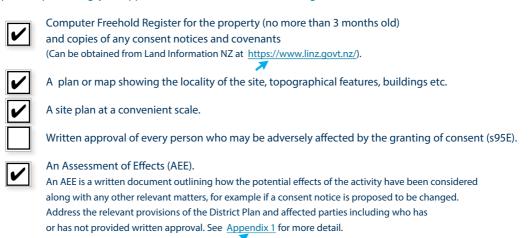
	I have included a Preliminary Site Investigation undertaken by a suitably qualified person.			
	An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.			
•	Any other National Environmental Standard			
	Yes N/A			
Are any	additional consent(s) required that have been applied for separately?			
	Otago Regional Council			
	Consents required from the Regional Council (note if have/have not been applied for):			
	Yes N/A			



INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1-2).

To be accepted for processing, your application should include the following:





We prefer to receive applications electronically – please see Appendix 5 – Naming of Documents Guide for how documents should be named. Please ensure documents are scanned at a minimum resolution of 300 dpi. Each document should be no greater than 10mb



PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991 and may also be used in statistics collected and provided to the Ministry for the Environment and Queenstown Lakes District Council. The information will be stored on a public register and may be made available to the public on request or on the company's or the Council's websites.



FEES INFORMATION

Section 36 of the Resource Management Act 1991 deals with administrative charges and allows a local authority to levy charges that relate to, but are not limited to, carrying out its functions in relation to receiving, processing and granting of resource consents (including certificates of compliance and existing use certificates).

Invoiced sums are payable by the 20th of the month after the work was undertaken. If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid. You may also be required to make an additional payment, or bring the account up to date, prior to milestones such as notification, setting a hearing date or releasing the decision. In particular, all charges related to processing of a resource consent application are payable prior to issuing of the decision. Payment is due on the 20th of the month or prior to the issue date – whichever is earlier.



FEES INFORMATION // CONTINUED

If your application is notified or requires a hearing you will be requested to pay a notification deposit and/or a hearing deposit. An applicant may not offset any invoiced processing charges against such payments.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be in writing and must be lodged within 15 working days of notification of the decision.

LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the details in the invoicing section are responsible for payment of invoices and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

MONITORING FEES – Please also note that if this application is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

DEVELOPMENT CONTRIBUTIONS – Your development, if granted, may also incur development contributions under the Local Government Act 2002. You will be liable for payment of any such contributions.

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, please call 03 441 0499 and ask to speak to our duty planner.

Please ensure to reference any banking payments correctly. Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

If the initial fee charged is insufficient to cover the actual and reasonable costs of work undertaken on the application you will be required to pay any additional amounts and will be invoiced monthly as work on the application continues. Please note that if the Applicant has outstanding fees owing to Council in respect of other applications, Council may choose to apply the initial fee to any outstanding balances in which case the initial fee for processing this application may be deemed not to have been paid.



PAYMENT // An initial fee must be paid prior to or at the time of the application and proof of payment submitted.

Please reference your payments as follows:

Applications yet to be submitted: RM followed by first 5 letters of applicant name e.g RMJONES

Applications already submitted: Please use the RM# reference that has been assigned to your application, this will have been emailed to yourself or your agent.

Please note processing will not begin until payment is received (or identified if incorrectly referenced).

I confirm payment by:	Bank trans	fer to account 02 0948 0002000 00(If paying from overseas swiftcode is – BKNZNZ22)		
	Invoice for	initial fee requested and payment to follow		
		yment (can only be accepted once application has been lodged and Igement email received with your unique RM reference number)		
*Reference RM25MtL	nton			
*Amount Paid: Landus	and Subdivision R	lesource Consent fees - please select from drop down list below		
\$3200 - Other subdivi	ion (e.g. Rural I	Residential, Rural Lifestyle)		
(For required initial fees refer to website for Resource Consent Charges or spoke to the Duty Planner by phoning 03 441 0499)				
*Date of Payment TBC				
Invoices are available on request				

age 5/9 // October 2021

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APPLICATION & DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.



If lodging this application as the Applicant:

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.





If lodging this application as agent of the Applicant:

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant / Agent whose details are in the invoicing section is aware of all of his/her/its obligations arising under this application including, in particular but without limitation, his/her/its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.





I hereby apply for the resource consent(s) for the Proposal described above and I certify that, to the best of my knowledge and belief, the information given in this application is complete and accurate.



Signed (by or as authorised agent of the Applicant) **

Ny Eler

Full name of person lodging this form Nicole Malpass

Firm/Company IP Solutions Ltd

Dated 4/3/2022

**If this form is being completed on-line you will not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.









Section 2 of the District Plan provides additional information on the information that should be submitted with a land use or subdivision consent.

The RMA (Fourth Schedule to the Act) requires the following:

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

• Any information required by this schedule, including an assessment under clause 2(1)(f) or (g), must be specified in sufficient detail to satisfy the purpose for which it is required.

2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:
 - (a) a description of the activity:
 - (b) a description of the site at which the activity is to occur:
 - (c) the full name and address of each owner or occupier of the site:
 - (d) a description of any other activities that are part of the proposal to which the application relates:
 - (e) a description of any other resource consents required for the proposal to which the application relates:
 - (f) an assessment of the activity against the matters set out in Part 2:
 - (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).
 - (2) The assessment under subclause (1)(g) must include an assessment of the activity against—
 - (a) any relevant objectives, policies, or rules in a document; and
 - (b) any relevant requirements, conditions, or permissions in any rules in a document; and
 - (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).
 - (3) An application must also include an assessment of the activity's effects on the environment that—
 - (a) includes the information required by clause 6; and
 - (b) addresses the matters specified in clause 7; and
 - (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

- · An application must also include any of the following that apply:
 - (a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1)):
 - (b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource
 consents), an assessment of the value of the investment of the existing consent holder (for the
 purposes of section 104(2A)):

Information provided within the Form above

Include in an attached Assessment of Effects (see Clauses 6 & 7 below)





ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
 - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:
 - (b) an assessment of the actual or potential effect on the environment of the activity:
 - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use:
 - (d) if the activity includes the discharge of any contaminant, a description of—
 - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
 - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment:
 - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect:
 - (f) identification of the persons affected by the activity, any consultation undertaken, and any
 response to the views of any person consulted:
 - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved:
 - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise
 of a protected customary right, a description of possible alternative locations or methods for the
 exercise of the activity (unless written approval for the activity is given by the protected customary
 rights group).
 - (2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.
 - (3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—
 - (a) oblige the applicant to consult any person; or
 - (b) create any ground for expecting that the applicant will consult any person.

CLAUSE 7: MATTERS THAT MUST BE ADDRESSED BY ASSESSMENT OF ENVIRONMENTAL EFFECTS

- (1) An assessment of the activity's effects on the environment must address the following matters:
 - (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:
 - (b) any physical effect on the locality, including any landscape and visual effects:
 - (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:
 - (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations:
 - (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants:
 - (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.
 - (2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.

APPENDIX 2 // Information requirements for subdivision

UNDER THE FOURTH SCHEDULE TO THE ACT:

- · An application for a subdivision consent must also include information that adequately defines the following:
 - (a) the position of all new boundaries:
 - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
 - (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:
 - (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:
 - (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:
 - (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):
 - (g) the locations and areas of land to be set aside as new roads.



APPENDIX 3 // Development Contributions

Will your resource consent result in a Development Contribution and what is it?

- A Development Contribution can be triggered by the granting of a resource consent and is a financial charge levied on new developments. It is assessed and collected under the Local Government Act 2002. It is intended to ensure that any party, who creates additional demand on Council infrastructure, contributes to the extra cost that they impose on the community. These contributions are related to the provision of the following council services:
 - · Water supply
 - · Wastewater supply
 - · Stormwater supply
 - Reserves, Reserve Improvements and Community Facilities
 - Transportation (also known as Roading)

Click here for more information on development contributions and their charges

OR Submit an Estimate request *please note administration charges will apply





APPENDIX 4 // Fast - Track Application

Please note that some land use consents can be dealt with as fast track land use consent. This term applies to resource consents where they require a controlled activity and no other activity. A 10 day processing time applies to a fast track consent.

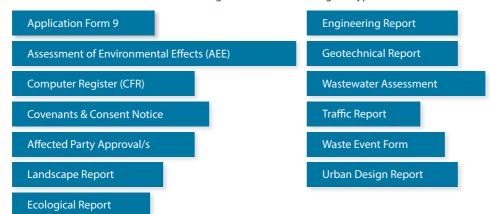
If the consent authority determines that the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the Act.



APPENDIX 5 // Naming of documents guide

While it is not essential that your documents are named the following, it would be helpful if you could title your documents for us. You may have documents that do not fit these names; therefore below is a guide of some of the documents we receive for resource consents. Please use a generic name indicating the type of document.



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4th March 2022

Queenstown Lakes District Council

Wanaka Office

47 Ardmore Street

WANAKA 9305

Attention: Wanaka Planning Department

1.0 INTRODUCTION

Please find an application for Resource Consent to undertake a two-lot subdivision at 25 Mount Linton Avenue, Wanaka.

The application includes a site description, description of the proposed activity and an assessment of how the proposal aligns with the relevant District Plan rules and assessment criteria.

2.0 APPLICATION DETAILS

APPLICANT PAUL CORWIN AND SALLY WIDDOWSON

SITE LOCATION 25 MOUNT LINTON AVENUE

LEGAL DESCRIPTION LOT 34 DP 471213

SITE AREA 4,001m²

ZONING (ODP) NORTHLAKE SPECIAL ZONE (ACTIVITY AREA A)

3.0 APPENDICES

APPENDIX A FORM 9

APPENDIX B RECORD OF TITLE

APPENDIX C PROPOSED SCHEME PLAN
APPENDIX D AURORA CONFIRMATION
APPENDIX E CHORUS CONFIRMATION
APPENDIX F WRITTEN APPROVALS

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4.0 SITE DESCRIPTION AND DESCRIPTION OF PROPOSAL

This application seeks resource consent to undertake a two-lot subdivision at 25 Mount Linton Avenue, Wanaka, 9305.

The subject site is situated in the Northlake subdivision, Activity Area A, approximately 175m north of the Aubrey Road and Mount Linton Avenue intersection. The site covers 4,001m² which generally slopes from west to east, towards Mount Linton Avenue.

The site is currently void of built form and gains access from Mount Linton Avenue (noting that there is currently no constructed vehicle crossing). This proposal would result in one additional access, which would extend from Mount Linton Avenue to service Proposed Lot 2. Please refer to the Scheme Plan below and attached as **Appendix C.**

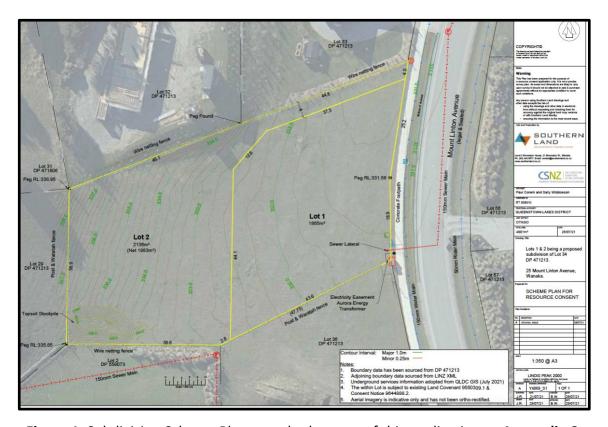


Figure 1: Subdivision Scheme Plan, attached as part of this application as Appendix C.



The site is zoned as Northlake Special Zone, Activity Area A, under the Operative District Plan (ODP) and the area has yet to be addressed within the District Plan Review process currently being undertaken by QLDC. The surrounding land use predominantly comprises of low density, large-scale residential type development typical of the associated zoning.

The subject site and its surrounds, which contribute to this character are depicted below in Figure 2.



Figure 2: Aerial view of subject site (highlighted in blue) and surrounds, QLDC GIS

Given the subject site's zoning, it is a controlled activity to establish buildings and therefore residential units (three or less as per Rule 12.34.2.3(iii)) as long as they comply with the



appropriate bulk and location standards. It should be noted that Council's control is in regards to:

- a. The location, external appearance and design of buildings;
- b. Roof and wall colours;
- c. Associated earthworks and landscaping.

Under this application, it is proposed to subdivide the section in half with a leg-in strip situated to the north. Proposed Lot 1 is to comprise of 1865m² whilst Lot 2 is to encompass 1983m² (2136m² gross, including the leg-in strip).

4.1 PROPOSED SUBDIVISION

It is here-in proposed to subdivide the subject site into 2 residential allotments.

Table 1. Proposed Lot Configurations

Proposed Allotment	Area (m²)	Net Area (m²)	Access
1	1865	1865m²	Mount Linton Avenue
2	2136	1983m²	New access to be created from Mount Linton Avenue via Leg-in Strip

The boundary between proposed Lots 1 and 2 is proposed to run north-south through the site approximately 43.6m west of the eastern road boundary.

Proposed Lot 2 will be a rear site located to the west of proposed Lot 2. Access to proposed Lot 2 will be via a leg-in strip from Mount Linton Avenue, extending from the north eastern corner of the site before extending along the northern boundary of the site.

4.2 SERVICE CONNECTIONS

Water Supply

The newly created lot will be connected to Council's reticulated water supply which is located

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in Mount Linton Avenue. The current connection is situated in the south eastern corner of the

site (noted on scheme plan). The additional connection that will result from this application

will have negligible effect on existing flow and pressure, and it is arguable that the underlying

lot provides for the level of development proposed (in terms of land use demand).

In terms of fire-fighting requirements, there is an existing fire hydrant located within Mount

Linton Avenue, approximately halfway along the eastern road boundary (noted on scheme

plan). The location of this hydrant will provide adequate coverage to the proposed

development with the applicable FW2 fighting standard from NZS 4509:2008 (as per its status

of being considered adequate for the entire underlying title).

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<u>Wastewater</u>

The proposal will connect to the Council reticulated wastewater service that is situated within

Mount Linton Avenue, with an additional connection to proposed Lot 2.

Stormwater Disposal

As per anticipated at the time of creating the underlying lot, stormwater runoff from will be

disposed to onsite soakpit.

There is a relevant Consent Notice condition on instrument 9644888.2 which reads as follows:

"At the time a dwelling is constructed stormwater disposal system is required to

provide stormwater disposal from all impervious areas within the site."

The development will be in compliance with the above consent notice requirement.

Power and Telecom

Please refer to Appendix D and E which confirms power and telecom utility service

availability.

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4.3 PROPOSED DEVELOPMENT CONTROLS

The applicant is agreeable to conditions which are standard for a consent of this nature and scale. In addition to standard conditions that are anticipated, the following conditions are offered:

- The height of any future residential unit on proposed Lot 1 shall not exceed 6m above ground level.
- The height of any future accessory building on proposed Lot 1 shall not exceed 4.5m above ground level.
- Prior to the establishment of any buildings within Lot 1, a berm shall be constructed between the built form and the southern boundary. This berm shall be a minimum height of 1m and shall be landscaped with native species planted at a spacing of 2m. The plantings shall include, but not be limited to, a combination of the following species; Coprosma, Meuhlenbeckia, Oleria and Tussocks.
- Any future building(s) shall be located outside of the setbacks as illustrated and dimensioned on the scheme plan.
- The height of any building on proposed Lot 2 shall not exceed 6m above datum level 333.0.

4.4 NATIONAL ENVIRONMENTAL STANDARDS FOR ASSESSING CONTAMINANTS IN SOIL

With respect to a preliminary site investigation (PSI) of soil contaminants, consistent with the published guidelines for assessing and managing contaminants in soil to protect human health, a site walk over has been undertaken, followed by an investigation of known land use associated with the site. Both the Queenstown Lakes District Council's GIS hazard register and Otago Regional Council records have been searched.

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The underlying subdivision which created this site assessed the area for contamination and whilst it was noted that there was contaminated land associated with a Sawmill located in the wider area of developed land, the consent process associated with previously approved development at this location required applicable remediation. This work was undertaken prior to titles being issued and therefore the proposal is a permitted activity under section

8(4) the NES, as a preliminary and detailed site investigation exists, and the contamination

has been remedied so there is no risk to human health.

Accordingly, no adverse effects are anticipated in this regard.

5.0 SITE AND SURROUNDS HISTORY

The following resource consents are relevant to this application:

RM051067 was approved in May 2006 for the creation of 64 allotments over four

stages. This resource consent ultimately created the subject site.

RM120710, RM130376, RM160186, RM160767 and RM160953 all approved

variations to RM051067.

RM200605 granted a two lot subdivision of 17 Mount Linton Avenue (south of the

application site with adjoining boundary) which comprised lot sizes of 1942m² and

2000m². This application was processed on a publicly notified basis with Commissioner

Nixon granting consent.

RM201061 granted a two lot subdivision of 14 Mount Linton Avenue (directly east of

the subject site across Mount Linton Avenue) which comprised lot sizes of 1850m² and

2000m². The application was processed on a publicly notified basis and granted via

section 100 of the RMA.

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- RM210092 granted a two lot subdivision of 11 Northburn Road (195m west of the subject site) which comprised lot sizes of 1800m² and 2200m². The application was processed on a publicly notified basis and granted via section 100 of the RMA.
- RM210283 granted a two lot subdivision of 23 Glenaray Crescent (335m northwest of the subject site) which comprised lot sizes of 1800m² and 2200m². The application was processed on a publicly notified basis and granted via section 100 of the RMA.
- RM210313 granted a two lot subdivision of 19 Nokomai Street (100m north of the subject site) which comprised lot sizes of 2217m² and 2842m². The application was processed on a publicly notified basis and granted via section 100 of the RMA.
- RM210340 granted a two lot subdivision at 1 Mount Ida Place (370m southwest of the subject site) with associated net lot sizes of 2000m² and 1867m². The application was processed on a publicly notified basis and granted via section 100 of the RMA.
- RM210641 granted a two lot subdivision at 4 Nokomai Street (directly northwest of the subject site) with associated lot sizes of 2160m² and 1843m². The application was processed on a publicly notified basis and granted via section 100 of the RMA.
- RM210917 granted two lot subdivision at 30 Northburn Road (directly west of the subject site) with lot sizes comprising of 2,135m² and 1,900m². The application was processed on a publicly notified basis and granted via section 100 of the RMA.
- RM220054 currently being processed by QLDC for a two lot subdivision at 17 Northburn Road (331m northwest of the subject site). Associated lot sizes include 1800m² and 2885m².
- RM220080 currently being processed by QLDC for a two lot subdivision at 8 Nokomai Road (directly north of the subject site). Associated lot sizes include 2160m² and 1843m².

6.0 RELEVANT PROVISIONS OF THE OPERATIVE DISTRICT PLAN

6.1 ACTIVITY STATUS

Operative District Plan

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The subject site is zoned Northlake Special Zone (Activity Area A) under the Operative District Plan, and the proposed activity requires the following consents:

A restricted discretionary activity consent pursuant to Rule 15.2.3.3(xi) for a

subdivision within the Northlake Special Zone. The Council's discretion is restricted to:

(a) The extent to which the subdivision is consistent with the Northlake Structure

Plan and any relevant consent's Outline Development Plan consented under

Rule 12.34.2.3.i or Rule 12.34.2.3.ii;

(b) The extent to which the subdivision would undermine the integrity of the

Northlake Structure Plan and any relevant consent's Outline Development Plan

consented under Rule 12.34.2.3.i or Rule 12.34.2.3.ii;

(c) Those matters in respect of which the Council has reserved control under Rule

15.2.3.2.

A non-complying activity pursuant Rule 15.2.3.4(i) for a subdivision that infringes the

zone standards in Rule 15.2.6.3(i) as the sites will be smaller than 4000m² required in

the Northlake Zone, Activity Area A.

It is considered that, as per Rule 12.34.4.2(i), the development is in accordance with the

Northlake Structure Plan. Being that this application is for one individual site to be subdivided

in two and as such, the locations of roading, layouts, walkways and parks are not impacted by

the proposal. The site has been approved for residential activity, which is not limited by

residential units or households, or any other constraint.

Overall, under the District Plan, the proposal qualifies as a **non-complying** activity.

7.0 **AESSESMENT OF ADVERSE EFFECTS**

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7.1 PERMITTED BASELINE

Being that all subdivision within Northlake Special Zone requires resource consent there is no

specific permitted baseline for the act of subdividing. However, it is noted, and due

consideration should be given to buildings within Activity Area A being a controlled activity.

This controlled activity status means that Council are legally obliged, subject to controls, to

grant an application of this nature. This notion was recognised by Commissioner Nixon (on

behalf of QLDC) in the approval of RM200605 and therefore this notion is adopted for the

purposes of this application.

It was further recognised by Commissioner Nixon that under Rule 12.34.4.2 (iii) of the ODP,

there is no limit on residential density within Activity Area A.

Whilst it is recognised that the above is not strictly a permitted baseline related to subdivision,

it gives good direction of the land use outcomes that are anticipated by the district plan to

occur upon the underlying lot.

In this instance, the useful land use baseline is that three residential units, and three

residential flats (one per unit), associated permitted definitions of occupation (gardens,

hedges, utility areas and importantly fencing) could be constructed upon the subject site as a

controlled activity. Given the climate of the current housing and rental market, this is not a

fanciful outcome, especially not on one few larger bare land opportunities available within

Wanaka's urban growth boundary.

7.2 EXISTING ENVIRONMENT

The existing environment is of relevance to the consideration of the proposed subdivision and

comprises of consented development. The existing environment includes the existing service

connections situated within Mount Linton Avenue.

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7.3 **RECEIVING ENVIRONMENT**

In addition to the permitted baseline and existing environment, the receiving environment

which includes existing and consented development adjacent to and in the vicinity of the

application site requires to be considered.

In this case, the receiving environment includes residential units, accessory buildings and

landscaping on the properties immediately to the north, east, south and west of the site.

As illustrated above, out of 64 initial residential allotments located within Activity Area A, 8

of these have since been approved to be subdivided in the past couple of years (with two

more currently being processed by Council), this equates to 12.5% (15.6% if RM220054 and

RM220080 are approved) of the activity area now being characterised by allotments of

around 2000m² or smaller.

Of particular relevance to this application are four subdivisions of this nature which are

adjacent to the subject site (RM200605, RM201061, RM210917, RM210641). Importantly,

the area is consequently no longer characterised by residential developments on allotment

sizes circa 4,000m², there is now a variety of allotment sizes ranging from 1800m².

In terms of the wider area, the historic Rural Residential Zone located on the opposite side of

Aubrey Road has been replaced by the Proposed District Plan's Large Lot Residential A Zoning

is now located to the west and southwest of the Northlake Special Zone Activity Area A. This

zone allows for lots sizes down to 2000m². The land southeast of Aubrey Road (on the lower

slopes of Mount Iron) has been zoned Large Lot Residential B Zoning where minimum lot sizes

of 4000m² have been retained. However, it important to note that this larger lot size was due

to topographical and indigenous vegetation/landscape constraints. Whilst the constraints are

recognised and therefore inform activity status, such that effects related to topographical and

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vegetation constraints can be analysed in detail at the time of consent, it is important to note

that the zoning provides for the exact same bulk and location outcomes as Sub Zone A with

the exception of 6m internal setbacks as opposed to those within the Sub Zone A zoning.

The constraints within Sub Zone B of the Large Lot Zoning are **not** present within Northlake

Special Zone Activity Area A. This changed environment, which has largely densified since the

subject site was created was noted and taken into consideration by Commissioner Nixon

within the decision of RM200605.

It is within the context of the permitted baseline, existing and receiving environments that

the actual and potential effects of the proposed development will be considered below.

7.4 **SUBDIVISION CONSIDERATIONS**

The below assessment matters have been derived from both the Northlake Special Zone

Chapter of the ODP as well as various matters traversed within QLDC decisions within the

same Activity Area.

a) Whether the lot is of sufficient area and dimensions to effectively fulfil the intended purpose

or land use, having regard to the relevant standards for land uses in the zone.

Activity Area A seeks to provide for land use consistent with adjacent Rural Residential Zone

(Policy 1.3 in Northlake Chapter). In this respect, it is imperative to look at the surrounding

area, beyond that of Activity Area A. As noted above, the previous Rural Residential Zone has

been addressed and re-zoned through the District Plan review process such that Large Lot

Residential A Zoning is located to the west and southwest of Northlake Special Zone Activity

Area A. This zone allows for lots sizes down to 2000m². The land southeast of Aubrey Road

(on the lower hill slopes of Mount Iron) has been allocated Large Lot Residential B Zoning

under the PDP where minimum lot sizes of 4000m² have been retained. However, it important

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to note that this larger lot size was due to "significant landscape and/or topographical

constraints" (see zone purposes within Chapter 11 of the PDP as well as Policy 11.2.1.1). There

is no difference in the quantum or size of buildings that can occur on these sites than what

can be established within the Sub Zone A of the Large Lot zone. The subject site is not

encumbered with any of these two constraints and therefore there can be no justification to

apply any similar controls or constraints that should apply to subdivision.

The proposed lots are sufficient in size and dimension to effectively provide for a residential

unit and residential flat on each lot. The placement of such built form is made somewhat more

efficient being that the site is currently void of built form. The aforementioned approved non-

complying subdivisions all demonstrate efficient layouts capable of providing rural residential

living space, around existing dwellings. The site standards of the zone set out in 12.34.4.1(ii)-

(xi) and the zone standards set out in 12.34.4.2(iii)-(vii) are anticipated to be adequately

provided for due to the proposed large allotment sizes and lack of existing built form.

Taking account of the wider area noted above, as well as the controlled status of buildings

and lack of density regulations, the lots are considered of sufficient area and dimensions to

effectively fulfil the intended purpose of activity area (residential activity, which by definition

is not constrained) whilst having regard to the relevant standards for land uses in the zone.

b) Whether the lot is of sufficient size, given the nature of the intended development and site

factors and characteristics, for on-site disposal of sewage, stormwater or other wastes to

<u>avoid adverse environmental effects beyond the boundaries of the lot.</u>

The proposed development is able to be adequately serviced by Council's waste and potable

water mains within Mount Linton Avenue. Stormwater will be appropriately dealt to onsite

as required by the existing Consent Notice and it is considered the allotment sizes of 1865m²

and 1983m² provide ample area for this to occur.

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c) Whether the proposed lot is of a suitable slope to enable its safe and effective use for its

anticipated purpose or land use, having regard to the relevant standards for land uses in the

<u>Zone.</u>

The site slopes gently from west to east, towards Mount Linton Avenue. It is not considered

that the gently sloping nature inhibits the anticipated residential purpose of the land when

having regard to the relevant standards for land use within the zone.

d) The relationship of the proposed lots and their compatibility with the pattern of the

adjoining subdivision and land use activities, and access.

The aforementioned areas to the west and southwest have been re-zoned to Large Lot

Residential A, whilst the area to the southeast of Aubrey Road (on the lower hill slopes of

Mount Iron) have been allocated Large Lot Residential B zoning. The minimum lot size of

1500m² in the Large Lot Residential A (average of 2000m²) is beginning to be realised through

subdivisions up and down Aubrey Road which is now characterised by a variety of lots sizes

ranging upwards of 1500m².

Approximately 1/8th of Activity Area A has also been subject to recent subdivision with

associated lot sizes being generally around 1800m² – 2000m². To the north of this activity

area, realised density is far greater, with site areas decreasing down to circa 300m². These

higher densities naturally make the most efficient use of land within the urban growth

boundary and within proximity Wanaka Township. These smaller sites contribute towards the

character of the area which has come to fruition post the creation of the subject site. This

notion was recognised by Commissioner Nixon (Paragraph 77 RM200605) noting that "the

planning regime controlling subdivision adjacent to much of Activity Area A has now changed

significantly, and that the 2000m² allotment proposed through this application would be

consistent with the size of allotments in this surrounding area, and indeed the proposed lots

would still be much larger than lots approved in the development to the north."

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Overall, whilst noting the constraints of Large Lot B (being that of topography and indigenous $\,$

vegetation) do not exist within Northlake Activity Area A as well as considering the

surrounding environment and development pattern described above, it is considered that the

proposed lots are compatible with the pattern of the adjoining subdivision and land use

activities.

i) With regard to proposals that breach one or more zone standard(s), whether and the extent

to which the proposal will facilitate the provision of a range of Residential Activity that

contributes to housing affordability in the District.

The application as proposed will provide an additional, large residential allotment within the

urban growth boundary of Wanaka which would likely be otherwise unutilised.

(k) Within the Northlake Special Zone, whether and the extent to which the lot size:

i. Can be achieved without undermining or adversely affecting desirable outcomes

promoted by any relevant consent with an Outline Development Plan.

ii. Will achieve greater efficiency in the development and use of the land resource.

iii. Will assist in achieving affordable or community housing.

iv. Can be adequately serviced without adverse effect on infrastructural capacity.

v. Will achieve residential amenities such as privacy and good solar orientation.

Activity Area A does not require an outline development plan and consequently there is no

such plan to be consistent with.

It is clear, both from Commissioner Nixon's conclusions as well as further S104 assessments

issued by QLDC, the subdivision (similar to subdivisions which preceded it) would result in a

greater efficiency in the use of land resource within Wanaka's Urban Growth Boundary.

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When considering the nature and scale of the proposal, it is not considered viable nor necessary to make specific provisions for affordable or community housing. However, it is

noted that the subdivision will create an additional lot, two undeveloped sites in total, which,

if desired, may enable a future owner to construct a house of their choice on the lot.

As demonstrated above, it is considered that the proposal is able to be serviced appropriately.

Potable water and wastewater disposal for the new lot will be serviced via Council

infrastructure whilst the resultant lot sizes are sufficient to allow for both residential dwellings

and stormwater disposal within each site.

Somewhat uniquely, the application site is currently void of built form. This allows both

proposed vacant lots to provide a high level of amenities planning, including privacy and solar

orientation, through the compliance with the applicable District Plan Rules and Standards. It

is noted that Commissioner Nixon/the QLDC considered the effects of subdivision of this

nature to be less than minor (paragraph 64 of Decision RM200605). Similarly, in this instance,

effects on the residential amenity and character of the area will be less than minor when

considering the controlled activity status of built form as well as the changing nature of the

receiving environment since the creation of the subject site and Northlake Chapter itself.

Overall, in relation to the above matters, the application will result in adverse effects on the

environment which are no more than minor.

Cumulative Effects, Character and Amenity

In a recent s95 decision the matter of cumulative effects has been raised (see s95 report under

RM210340). This is an important consideration. Firstly, it should be recognised that

cumulative effects by definition, are not necessarily adverse in nature, however, for the

purposes of a notification assessment, that is what the following discussion will focus on.

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The application proposes lot sizes which are circa half that stipulated by the District Plan. However, allotment sizes in this instance are not necessarily linked to character and amenity given that fencing is permitted and building a second and third residential unit would trigger a controlled activity consent only (whereby QLDC would be legally obliged to approve such an application). This could lead to an outcome whereby more than one residential unit could be present on a site, including permitted fencing, gardens/hedging, utility areas and access. These defined land use outcomes are able to accommodate residential activity that has been approved over the entire underlying site, and which is not constrained by elements such as built form. As a result, it is opined that in this instance, residential amenity and character are not directly linked to lot size. The sites are approved to accommodate residential activity, and the establishment of buildings requires controlled activity consent. Whilst the application proposes subdivision, the status-quo in respect of consenting requirements to determine the suitability for building establishment will continue to direct land use outcomes.

The proposed development is located inside the urban growth boundary and within this urban growth boundary, it is anticipated to see urban development. Urban development is defined in the ODP as "any development/activity within any zone other than the Rural Zones, including any development/activity which in terms of its characteristics (such as density) and its effects (apart from bulk and location) could be established as of right in any such zone; or any activity within an urban boundary as shown on the District Planning Maps". Noting that the ODP definition does not define the urban development characteristics, it seems logical to take the lead from QLDC's most recent definition under the PDP which goes further in defining these characteristics and includes the 'dominance of built structures'.

Importantly, as noted within many 42A reports issued by QLDC, it is recognised that:

"Commissioner Nixon considered the general matter of change to the character as a result of halving the allotment size in some detail in paragraphs 56, 60, 61, 63, 64, 74-80, 84 and 85. I consider that assessment equally applies to this application and I therefore adopt it for the

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purposes of this report. In summary, Commissioner Nixon opined that the there was an

expectation at the time this land was zoned, that in the future the minimum allotment size

would reduce to 1800m² as signalled through a sunset clause on the titles. It appears from

the s32 report dating from when the zoning was created, that was reliant to a larger extent

on the adjacent zonings being amended to equally accommodate smaller allotments. This has

now occurred and the environment is now able to absorb further subdivision without

significant adverse effects on character."

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Being that such notions are accepted by QLDC, adverse cumulative effects (particularly on

character and amenity) simply cannot be assumed to be more than minor given that the

environment is able to absorb further subdivision.

Overall, taking account for the location of the proposed development (within an urban growth

boundary where a predominance of built for is anticipated within the vicinity of a much larger

and more dense environment) as well as the controlled activity baseline (being 40% building

coverage and a lack of stipulated density), it is considered that the adverse character, amenity

and cumulative effects which may potentially arise from this development will be less than

minor.

7.5 **NATURAL HAZARD RISK & SECTION 106 RMA**

The Council's GIS hazard layer shows potential hazards as being low liquefaction risk (LIC 1).

At the time of writing this application, this site provides for up to three residential units to be

built upon as a controlled activity which Council are legal obliged to grant subject to controls.

It is therefore anticipated that building regulations will inform the requirements around the

potential liquefaction hazard identified on site. Consequently, any adverse effects from

hazards will be less than minor.

As such, discretion exists for Council to grant the proposed subdivision subject to conditions

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under Section 106 of the RMA.

7.6 EARTHWORKS

Given the gently sloping topographical nature of the site, and the lack of any proposed built form within this application, no earthworks are proposed as part of this application. There are no anticipated adverse effects in this regard.

7.7 EASEMENTS

There are no easements that will need to be created as part of this proposal. Consequently, any adverse effects that may arise from the subdivision with regards to easements will be less than minor.

8.0 EFFECTS ON PERSONS

The following owners/occupiers have provided their written approval:

Property Address	Owners
19 Mount Linton Avenue	Sally and Braden Currie
29 Mount Linton Avenue	Eyre and Michael McCauley
30 Northburn Road	Jason and Laura Shutt
8 Nokomai Street	William and Bernadette Graham
14 Mount Linton Avenue	Kimberley and Gareth Parry

Pursuant to Section 95D(e) of the RMA, the effects on persons who have provided their written approval must be disregarded.





Figure 4: Aerial image of subject site (highlighted in blue) and surrounding sites subject to assessment (highlighted with orange star), QLDC GIS.

21 Mount Linton Avenue

The owners/occupiers of 21 Mount Linton Avenue are located directly south of the application site. This site currently contains a residential unit as well as established landscaping.

It is again important to note in relation to this assessment that the site as it exists is able, by controlled activity consent (ie. Council are legally bound to approve), to contain two residential units with two associated residential flats along with permitted fencing landscaping, access, parking and manoeuvring areas. Adverse effects of such development can be somewhat anticipated, noting that this consideration was accounted by QLDC within decision RM200605.

However, as demonstrated within Appendix C, an 8m building setback has been proposed

along with height restrictions and the placement of a planted landscaping bund prior to the

establishment of built form. The intention of this is to reduce/limit the adverse effects of the

subdivision upon the owners/occupiers of 21 Mount Linton Avenue. The proposed controls

serve to set generally low-rise built form further back from the adjoining boundary, as well as

screening/softening future built form. This is an outcome that goes far beyond the District

Plan stipulations for built form.

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As such, potential adverse effects will be less than minor upon the owners/occupiers of 21

Mount Linton Avenue.

4 Nokomai Street and 10 Mount Linton Avenue

The owners/occupiers 4 Nokomai Street are located to the northwest. This site sits at a higher

elevation than that of the subject site. This site currently contains a residential unit as well as

established landscaping. Subdivision has recently been approved under RM210641 -

engineering acceptance for this has recently been issued.

The owners/occupiers 4 Nokomai Street are located to the northeast, across the road from

the subject site. The site currently contains a residential unit and landscaping.

The application as a whole has proposed setbacks, height restrictions and landscaping which

all go beyond that required by the district plan (refer to **Appendix C**). These restrictions have

been put in place to preserve the outlook, amenity and privacy for the surrounding

neighbouring properties greater than what can be somewhat anticipated by a controlled

activity consent for this land.

Overall, when accounting for the proposed controls, potential adverse effects will be less than

minor upon the owners/occupiers of 4 Nokomai Street and 10 Mount Linton Avenue.

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9.0 **NOTIFICATION DETERMINATION**

As demonstrated above, it is considered that the threshold for notification (public nor limited)

has not been reached.

It is recognised the QLDC continue to process these applications on a publicly notified basis

with varying reasons. The subdivision of 17 Mount Linton Avenue was publicly notified and

elicited one opposing submission which was withdrawn prior to the hearing being

undertaken. Since the granting of this application, seven very similar applications have been

submitted, publicly notified and subsequently granted by QLDC, none of which have elicited

opposing submissions from any stakeholder.

Within the QLDC/Commissioners decision many statements were made regarding adverse

effects. Of particular note is paragraph 64 "I have no hesitation in concluding that any adverse

effects if the proposed subdivision would be less than minor". This assertion by Commissioner

Nixon (on behalf of QLDC) certainly casts an element of doubt over the avenue to which QLDC

have since processed all subsequent applications in its stead.

It is put forward that the defining feature of this application is that it is an application site void

of built form. This ultimately allows for well planned outcome (relating to the locating of built

form), where there is not requirement to account for existing dwellings/accessory buildings

etc.

It must be acknowledged that residential activity as defined by the ODP is approved over the

entire underlying lot area. Pre-subdivision (status quo), consent is required for built form

outcomes and post subdivision this will continue to be the case, however with greater

controls than applied by the District Plan.

Overall, the controls as volunteered (relating to setbacks, built form, landscaping, and

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building height) will serve to limit any potential adverse effects on the environment and

persons.

10.0 OBJECTIVES AND POLICIES OF THE OPERATIVE DISTRICT PLAN

Operative District Plan (ODP)

The relevant operative objectives and policies are contained within Parts 4 (District Wide

Issues) 12 (Northlake Special Zone) and 15 (Subdivision, Development and Financial

Contributions) of the District Plan.

Part 4, District Wide

Objective 4.2.5 and associated policies 4, 9, 12 and 17 relate to subdivision and development

being undertaken in a way that avoids, remedies or mitigates adverse effects on visual

amenity and landscape. These policies include provisions around visual amenity landscapes,

structures, land use and transport infrastructure.

The existing amenity (when accounting for the receiving environment) is upheld through this

subdivision through the creation of an additional lot which will be subject to the same zone

rules and standards as those which surround it. Being a rear lot, the front site somewhat

shields proposed Lot 2 making the additional lot inconspicuous to users of surrounding public

spaces. Further to this, the proposed additional lot will create an efficient use of land whilst

seeing buildings appropriately setback from the road boundary. Aside from the additional

vehicle crossing, there will be little change along the road boundary adjoining Mount Linton

Avenue.

Overall, the proposal is considered consistent with the direction encouraged by the Objective

and Policies of the District Wide chapter of the ODP.

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Part 12, Northlake Special Zone

Objective 1 – Residential Development – A range of medium to low density and larger lot

residential development in close proximity to the wider Wanaka amenities.

Policies:

1.1 - To establish a mix of residential of densities that will provide a residential environment

appealing to a range of people.

The application provides for a mix of residential densities by contributing two lot sizes of

1865m² and 1983m² which is within a range deemed appropriate by previous approvals;

RM200605, RM201061, RM210092 and RM210313 as well as the surrounding Large Lot

Residential A Zone. This lot size is slightly smaller than that prescribed for the Activity Area,

however will appeal to those who prefer a larger section than urban densities yet do not have

the capacity to maintain a larger lot size. The application is considered consistent with the

above policy.

1.3 - To maintain and enable residential lot sizes in Activity Areas A and C4 consistent with the

adjacent Rural Residential Zone.

As demonstrated above, given the change in the wider area surrounding Activity Area A is no

long Rural Residential, the proposal as applied for is consistent with the above policy. A similar

conclusion has been drawn by Commissioner Nixon on behalf of Council in RM200605. The

application is considered consistent with the above policy.

Objective 2 – Urban Design – Development demonstrates best practice in urban design and

results in high quality residential environments.

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Policies:

2.1 To use a Structure Plan to establish:

- The location of activity areas.

- The primary roading network.

- Required walking and cycle connections.

- Areas where buildings are prevented from occurring due to landscape sensitivity.

- Areas where existing vegetation forms an important landscape or ecological feature

and should be protected.

2.2 To require development to be consistent with the Northlake Structure Plan.

It is considered that the application does not require a structure plan being that the area has

already been established in line with the Northlake Structure Plan. Therefore, the application

is considered consistent with the above policies.

2.5 To ensure that development recognises and relates to the wider Wanaka Character and is

a logical extension of the urban form of Wanaka.

The granting of this consent will enable another large residential site to be created within

Wanaka's Urban Growth Boundary. As demonstrated above, the development is in keeping

with the pattern of development in the immediate as well as wider surrounding areas. As

discussed above, the land to the north and northeast of the subject site sees a greater density

of residential development (lot sizes ranging from circa 290-300m²), the areas to the west and

southwest have been re-zoned as Large Lot Residential A (Lot sizes circa 2000m²), whilst the

area to the southeast of Aubrey Road (on the lower slopes of Mount Iron) has Large Lot

Residential B Zoning (lot sizes circa 4000m² due to significant topographical and landscaping

constraints that require detailed analysis at the time of application).

Furthermore, it is logical to allow existing areas to be developed into greater densities

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(especially when surrounded by higher density development), within proximity to Wanaka

Township and associated amenities, without necessitating the expansion of the Urban

Growth Boundary.

As a result, the application is considered consistent with the above policy.

Objective 4 – Landscape and Ecology – Development that takes into account the landscape,

visual amenity, and conservation values of the zone.

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Policies:

4.1 To identify areas where buildings are inappropriate, including ridgelines, hilltops and other

visually prominent landforms, and to avoid buildings within those areas.

The subject site is not located on a ridgeline, hilltop, or prominent landform, nor does the site

itself contain any of these features.

The application site does not contain any vegetation (aside from grass), native or other.

Topography the application gently slopes from west to east. This topography is not considered

to be a barrier to the development of the site.

Overall, the application is considered consistent with the above policy and associated

objective.

Objective 6 – Infrastructure – provision of servicing infrastructure to cater for demands of

development within the zone in an environmentally sustainable manner and to enhance wider

utility network systems where appropriate.

Policies:

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6.4 – To utilise low impact design solutions that minimise adverse environmental effects

resulting from storm water runoff.

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As discussed above, the development can be appropriately serviced via Council infrastructure

for waste and potable water. As per existing consent notice, stormwater will be dealt to via

an appropriately designed onsite system, preventing runoff into Council roads and

surrounding sites. Overall, the proposal is considered to be in line with the above policy and

associated objective.

Part 15, Subdivision, Development and Financial Contributions

The relevant objectives and policies in Part 15 are related to adequate service provision,

amenity protection and landscape values.

15.1.3 - Objectives & Policies

Objective 1 – Servicing: The provision of necessary services to subdivided lots and

development in anticipation of the likely effects of land use activities on those lots and within

the developments.

Policy 1.2 To ensure safe and efficient vehicular access is provided to all lots created by

subdivision and to all developments.

The proposal provides for safe and appropriate access to Lot 2 via the provision of a leg-in

strip from Mount Linton Avenue. Being a rear-lot, Lot 2 is slightly larger than Lot 1, allowing

for ample vehicle manoeuvrability space. The proposal is considered to be in line with the

above policy.

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Policy 1.5 - To ensure water supplies are of a sufficient capacity, including firefighting

requirements, and of a potable standard, for the anticipated land uses on each lot or

development.

The anticipated land use hasn't necessarily changed through the creation of another lot given

that no density rule exists within the Northlake Special Zone. Reticulated water is available at

the subject site's road boundary and a fire hydrant is located within Mount Linton Avenue,

appropriately servicing both Lots. The proposal is considered to be in line with the above

policy.

Policy 1.8 - To encourage the retention of natural open lakes and rivers for stormwater

disposal, where safe and practical, and to ensure disposal of stormwater in a manner which

maintains or enhances the quality of surface and ground water, and avoids inundation of land

within the subdivision or adjoining land.

Stormwater is proposed to be disposed of via soakpit, as is the case on the surrounding Lots.

This method will allow any stormwater to filter naturally through the ground before it enters

ground water. As a result, the proposal is considered to be in line with the above policy.

Policy 1.10 - To ensure, upon subdivision or development, that all new lots or buildings are

provided with connections to a reticulated water supply, stormwater disposal and/or sewage

treatment and disposal system, where such systems are available.

Policy 1.11 - To ensure adequate provision is made for the supply of reticulated energy,

including street lighting, and communication facilities for the anticipated land uses, and the

method of reticulation is appropriate to the visual amenity values of the area.

The application proposes connections to reticulated water supply and sewage disposal system

whilst stormwater will be appropriately dealt to onsite. Electricity and Telecommunication

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facilities will be connected to existing systems and the feasibility of this in demonstrated in

Appendix D and E.

As a result, the development is in line with the above policy and associated objective.

Objective 5 - Amenity Protection: The maintenance or enhancement of the amenities of the

built environment through the subdivision and development process.

Policy 5.1 To ensure lots sizes and dimensions to provide for the efficient and pleasant

functioning of their anticipated land uses, and reflect the levels of open space and density of

built development anticipated in each area.

Policy 5.3 - To encourage innovative subdivision design, consistent with the maintenance of

amenity values, safe, efficient operation of the subdivision and its services.

Policy 5.5 - To minimise the effects of subdivision and development on the safe and efficient

functioning of services and roads.

As discussed above, the proposed lot sizes are considered appropriate in both the immediate

and wider vicinity of the subject site. Both lots provide for efficient future residential land use

including that of open space as prescribed by the District Plan rules. Due to the visibility of

the site (being a rear site) as well as each lot being able to accommodate safe and appropriate

access, parking and outdoor living space, this proposal will provide an efficient and pleasant

use of residential land as sought through Part 15 of the ODP.

Whilst the subdivision is relatively standard in terms of boundary location, it is logical for the

efficient and appropriate anticipated future land use of the sites. The proposal will ensure the

maintenance of amenity values as well as the safe and efficient operation of services and

roading.

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As a result, the development is in line with the above policies and associated objective.

Policy 5.9 - To require that subdivision within the Northlake Special Zone be consistent with

the Northlake Structure Plan.

Policy 5.10 - To ensure subdivision within the Northlake Special Zone implements the

objectives and policies for the Northlake Special Zone in Part 12.33.

The proposal is consistent with both the Northlake Structure Plan as well as the objectives

and policies of the Northlake Special Zone.

Overall, the proposal is considered consistent with the direction encouraged by the Objectives

and Policies of the Subdivision, Development and Financial Contributions.

Proposed District Plan (PDP)

Given that the Northlake Special Zone has yet to be addressed by the District Plan Review

process, the PDP provisions are not relevant.

10.1 **NATIONAL POLICY STATEMENT ON URBAN DEVELOPMENT 2020**

As discussed above, the Northlake Zone Activity Area A is situated within Wanaka's Urban

Growth Boundary.

The Queenstown Lakes District Council is understood to be a Tier 2 Local Authority. The

NSPUD directs Local Authorities to make planning decisions that improve housing

affordability (objective 2) and enable more people to locate in urban areas where there is

demand for housing or business land, employment and/or public transport access (objective

3). There is a recognition with the document (objective 4) that urban environments, including

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amenity values, develop and change over time in response to the diverse and changing needs of people.

Policy 2 highlights the requirement of local authorities, at all times to provide at least sufficient development to meet expected demand for housing. The subdivision as applied for supports this policy through the provision of residential development, within Wanaka's urban growth boundary and in proximity to the centre of Wanaka Township, within an area which is not only zoned for residential purpose but also surrounded by higher density residential development. This application is considered to make efficient use of the land resource as directed.

Of particular relevance is Policy 6 which directs when making planning decisions which affect urban environments, decision makers have regard to:

- (a) the planned urban built form anticipated by those RMA planning documents that have given effect to this National Policy Statement
- (b) that the planned urban built form in those RMA planning documents may involve significant changes to an area, and those changes:
 - i. may detract from amenity values appreciated by some people but improve amenity values appreciated by other people, communities, and future generations, including by providing increased and varied housing densities and types; and
 - ii. are not, in themselves, an adverse effect.
- (c) the benefits of urban development that consistent with well-functioning urban environments
- (d) any relevant contribution that will be made to meeting the requirements of this National Policy Statement to provide or realise development capacity
- (e) the likely current and future effects of climate change.

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(P) solutions

The proposal gives effect to the above through the provision of residential development, in

an area where additional residential development is anticipated by the district plan (via

controlled activity resource consent) within proximity to Wanaka Township, close to

employment, community and service opportunities.

Overall, the proposal is consistent with the above objectives and policies of the National Policy

Statement on Urban Development 2020. In respect of the non-compliant lot sizes proposed,

it is significant that the above policy states very clearly that decision makers must account for

the planned urban built form anticipated by RMA planning documents (ie. the District Plan).

In this respect, additional buildings, including that of additional residential units on site, is

anticipated by the District Plan via controlled activity resource consent. If they were not

anticipated, additional dwellings would carry a higher activity status and/or there would be a

density provision written into the District Plan. It must also be acknowledged that these

controlled activity consents apply to buildings, not residential activity which is approved to

occur over the entire area of the subject site.

Further to the above, it is recognised that the Northlake Chapter of the ODP predates the

strong directive of the National Policy Statement on Urban Development 2020. Within this,

there is a clear directive to Council to provide a varied density of housing and that this supply

should be within urban areas. It is therefore opined that arguably Council should consider

that the effects related to providing the outcomes proposed may in themselves, not be

considered adverse. This application quantifies effects, determining them to be of a type and

scale that support approval in any case.

11.0 SECTION 104D RMA: NON-COMPLYING ACTVITIES

In respect to non-complying activities, the authority may grant a resource consent for a non-

complying activity only if it satisfied that either the adverse effects of the activity on the

environment will be minor or if the application is for an activity that will not be contrary to

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the objective and policies of the relevant plan.

It has been demonstrated in sections 7.0 and 8.0 above, the adverse effects of the proposal

will be minor or less than minor. Further, as per section 9.0 above, in terms of the relevant

objectives and policies the activity is deemed consistent with these.

Consequently, the application is able to be approved as per Section 104D.

12.0 PART II OF RMA 1991

In consideration of the relevant principles outlined in Sections 5, 6, 7 and 8 of the Act, it is

considered that if approved, the subdivision activity will continue to achieve the purpose of

the Act as presented in Section 5. The proposal will provide the owners social and economic

well-being through the subdivision of land which is of appropriate size and fit for its residential

purpose, while ensuring any adverse effects are avoided, remedied or mitigated.

13.0 **CONCLUSION**

This application seeks Resource Consent to undertake a two-lot subdivision at 25 Mount

Linton Avenue, Wanaka.

The actual and potential effects on the environment and persons have been outlined within

section 7.0 and 8.0 of this report where it is concluded that the proposed activity, with

particular attention given to specific the Northlake Special Zone provisions whilst considering

the receiving environment, is not likely to have any adverse effects on the environment which

are more than minor nor adverse effects on persons which are minor or greater.

When aligned against the relevant assessment criteria of the District Plan, it is considered that

the subdivision as proposed will promote outcomes encouraged by the relevant rules,

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assessment criteria, objectives and policies of the ODP, PDP and NPSUD.

It is considered that the application represents sustainable development as sought within Part 2 of the Act.

It is therefore respectfully requested that Council approve this proposal subject to appropriate conditions of consent on a non-notified basis.

Kind Regards,

Nicole Malpass

IP Solutions

Reviewed by:

Dan Curley

IP Solutions



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD





Identifier 638910

Land Registration District Otago

Date Issued 18 February 2014

Prior References

631207

Estate Fee Simple

Area 4001 square metres more or less
Legal Description Lot 34 Deposited Plan 471213

Registered Owners

Paul Alfred Corwin and Sally Melinda Widdowson

Interests

Subject to Section 59 Land Act 1948

Land Covenant in Easement Instrument 9550309.1 - 16.12.2013 at 6:57 pm

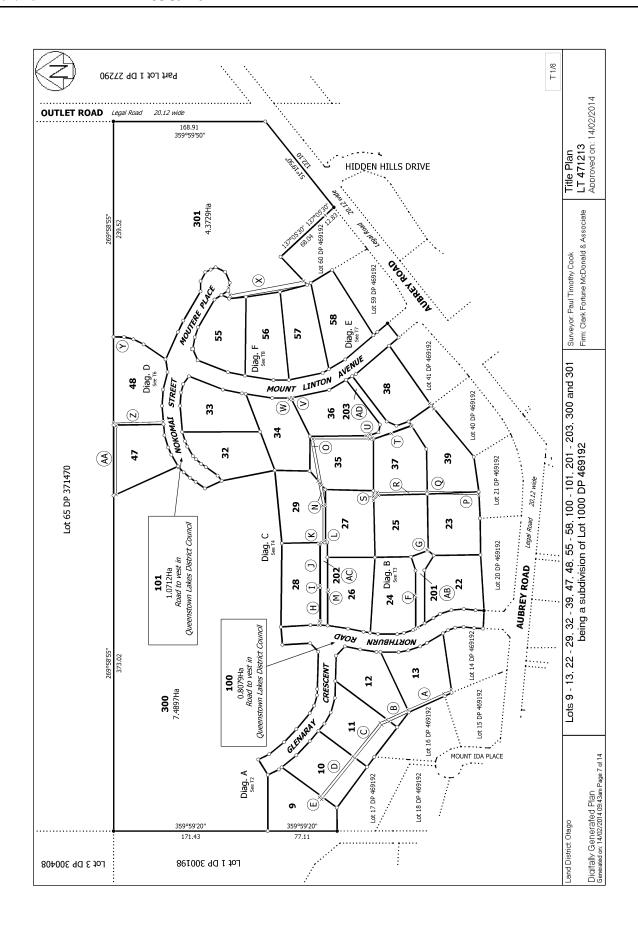
9644888.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.2.2014 at 10:57 am

Subject to a right (in gross) to convey and transform electricity over part marked W on DP 471213 in favour of Aurora Energy Limited created by Easement Instrument 9644888.6 - 18.2.2014 at 10:57 am

Some of the easements created by Easement Instrument 9644888.6 are subject to Section 243 (a) Resource Management Act 1991 (see DP 471213)

Transaction ID 68221805

Document Reference 1878 19 heaptitles.co.nz
Version: 1, Version Date: 04/03/2022



View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type 9550309.1 Registered 16 December 2013 18:57 Farrer, Katherine Isabella Caroline Easement Instrument



Affected Computer Registers	Land District			
290935	Otago			
Annexure Schedule: Contains 1	6 Pages.			
Grantor Certifications				
I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument				
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument				
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply				
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period				
I certify that the Mortgagee under	I certify that the Mortgagee under Mortgage 9365539.2 has consented to this transaction and I hold that consent			
Signature				
Signed by Simon Thomas Mee a	s Grantor Representative on 06/01/2014 08:15 AM			
Grantee Certifications				
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V		
I certify that I have taken reason instrument	certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument			
certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply				
certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the rescribed period				
Signature				
Signed by Simon Thomas Mee a	s Grantee Representative on 06/01/2014 08:16 AM			

*** End of Report ***

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Dated 06/01/2014 8:19 am

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Annexure Schedule: Page:1 of 16

_	Form B				
	Easement instrument to grant easement or <i>profit à prendre</i> , or create land covenant				
	(Sections 90A and 90F Land Transfer Act 1952) Grantor				
	Michaela Ward Meehan				

Grantee

Michaela Ward Meehan

Grant of Easement or Profit à prendre or Creation of Covenant

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

Schedule A Continue in additional Annexure Schedule, if required				
Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross	
Land Covenant	All of the servient tenement	Lots 14, 15, 16, 17, 18, 19, 20, 21, 40, 41, 59, 60 and 1000 of Deposited Plan 469192	Lots 14, 15, 16, 17, 18, 19, 20, 21, 40, 41, 59, 60 and 1000 of Deposited Plan 469192	

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Annexure Schedule: Page:2 of 16

Form B - continued				
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants and conditions)				
Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required				
Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007				
The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:				
[Memorandum number , registered under section 155A of the Land Transfer Act 1952]				
[the provisions set out in Annexure Schedule]				
Covenant provisions				
Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required				
The provisions applying to the specified covenants are those set out in:				
[Memorandum number , registered under section 155A of the Land Transfer Act 1952]				
fAnnexure Schedule 1 }				

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Annexure Schedule: Page:3 of 16

Form L

Annexure Schedule 1

Page 1 of 10 Pages

Insert instrument type

Easement Instrument (Land Covenant)

1. Introduction

- A. The Initial Grantee is subdividing the Servient Land to create the Northlake Development.
- B. The Initial Grantee intends that the Northlake Development be subject to a general scheme applicable to and for the benefit of the Dominant Land to ensure that the Northlake Development creates a modern high quality and well designed residential subdivision (Scheme).
- C. Northlake has been established to provide and administer the Scheme for the benefit of the Dominant Land and the Servient Land.
- D. The Initial Grantee and Northlake intend that this land covenant (**Instrument**) shall be and shall remain registered against the titles to the Servient Land and the Dominant Land to give effect to the Scheme so that:
 - (a) owners or occupiers for the time being of the Servient Land shall be bound by the provisions of this Instrument;
 - (b) owners and occupiers for the time being of the Dominant Land can enforce the observance of the provisions of this Instrument by the owners or occupiers of the Servient Land in equity or otherwise; and
 - (c) the obligations and covenants of the Grantor under this Instrument enure for the benefit of the Grantee and Northlake (in accordance with the Contracts (Privity) Act 1982).
- E. The Grantee wishes to utilise the provisions of section 278 of the Property Law Act 2007 to create the Scheme as it relates to the Servient Land.

It is agreed

2. **Defined terms**

2.1 **Definitions**

In this document:

Access Lot mean the Lots created by any Subdivision of the Servient Land, referred to as Lot 201, Lot 202 and Lot 203 on the Scheme Plan and any other lot that may be created for the purposes of access by any Subdivision of the Servient Land.

Adjoining Land means the land comprised within certificates of title 290932 (Otago Registry), 290934 (Otago Registry) 2486 (Otago Registry) or 19A/448 (Otago Registry) at the date of this Instrument.

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Building means any structure on the Servient Land.

Contracting Grantor means Michaela Ward Meehan.

Council means Queenstown Lakes District Council or its successor.

Covenants means the covenants set out in this Instrument.

Design Guidelines means the design guidelines of Northlake relating to the Servient Land from time to time.

District Plan means the Queenstown Lakes District Plan.

Dominant Land means the land described as Lot 69 Deposited Plan 371470 and comprised in certificate of title 290935 (Otago Registry).

Dwelling means a single self contained household unit, whether of one or more persons, and includes accessory buildings. Where more than one kitchen and / or laundry is provided on any Lot, there shall be deemed to be more than one Dwelling.

Grantee means the owner of the Dominant Land and their executors, administrators, assignees and successors in title from time to time.

Grantor means the owner of the Servient Land and their executors, administrators, assignees and successors in title from time to time.

Initial Grantee means Michaela Ward Meehan and her executors, administrators, assignees and transferees from time to time but shall not include any transferee that is the owner of any Lot.

Improvements means existing improvements constructed by the Initial Grantee on the Servient Land and adjoining road reserves, including (but not limited to) roading, footpaths, kerbs, gutters, swale crossings, open spaces and walkways.

Irrigation System means the automated battery irrigation system and controllers installed by the Initial Grantee for the Scheme Planting comprising 50mm main lines with 16mm self-compensating drip lines that water the Scheme Planting.

Lodge any Submission means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

Lots mean each and all of the lots created by a Subdivision of the Servient Land (and Lot shall have a corresponding meaning).

Planning Proposal includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan.

Northlake means Northlake Developments Limited and, where the context requires, means any other entity nominated by Northlake and / or Northlake's successors, transferees or assigns.

Annexure Schedule: Page: 5 of 16

Northlake Development means the integrated residential development undertaken by the Initial Grantee on the Servient Land including but not limited to dwellings, Improvements and all other associated infrastructure.

Scheme means as defined in Introduction Clause B above.

Scheme Plan means the plan at Annexure Schedule 2.

Scheme Fence means any fence in place as at the date of this Instrument or any fence subsequently erected on the Servient Land or any Adjoining Land by the Initial Grantee or Northlake marked as "Post and rail fence" on the Scheme Planting Plan.

Scheme Planting means the landscaping and planting by the Grantee, for the Scheme, in the areas shown as "Amenity Planting" and "Street trees" on the Scheme Planting Plan.

Scheme Planting Plan means the plan at Annexure Schedule 3.

Selected Species means native beech, oak, elm, birch, maple, plane, English beech, walnut, ash or alder species.

Servient Land means the land described as Lot 69 Deposited Plan 371470 and comprised in certificate of title 290935 (Otago Registry).

Subdivide and **Subdivision** means the meaning ascribed to subdivision of land in Section 218(1) of the Resource Management Act 1991.

3. General Covenants

- 3.1 The Grantor covenants and agrees:
 - (a) to observe and perform all Covenants at all times; and
 - (b) that the Covenants shall run with and bind the Servient Land for the benefit of the Dominant Land.

4. Scheme Covenants

- 4.1 The Grantor covenants with the Grantee:
 - (a) to comply with the Design Guidelines applicable to the Servient Land;
 - not to commence construction of any Building on the Servient Land without having first obtained the written consent of Northlake to the plans and specifications and exterior design and appearance of the proposed Building;
 - not to make any changes to the plans and specifications of the exterior design or appearance of any Building on the Servient Land once approval has been obtained from Northlake;
 - (d) not to make additions or alterations to any Building without the prior written consent of Northlake;

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- (e) not to occupy any Building without a current code compliance certificate issued under the Building Act 2004 (or any subsequent replacement legislation);
- (f) subject to Clause 8, not to erect any boundary fencing or other fencing within 7 metres of the boundary of any Lot other than in post and rail or traditional farm post and wire fencing, being in either netting, or 6 - 7 wire fencing, with tanalised posts and timber battens and which does not exceed 1.2 metres in height;
- (g) not to undertake any planting which exceeds 2.5 metres in height within 1 metre of the boundary of any Lot;
- (h) not to plant any tree that exceeds or will exceed 5 metres in height at maturity within 5 metres of the boundary of any Lot (Restriction Area);
- not to plant any trees that will exceed 7.5 metres in height at maturity outside the Restriction Area, other than any feature trees within 15 metres of the relevant Grantor's Dwelling (provided they are not within 15 metres of any other Grantor's Dwelling);
- (j) not to plant trees as specified in Clause 4.1(i) above on the Grantor's Lot unless such trees are Selected Species;
- (k) that any entry gates erected to any Lot:
 - (i) do not exceed 1.2 metres in height;
 - (ii) are constructed from wood or matt or painted steel with a maximum reflectivity of 25% (or a mixture of both wood and steel); and
 - (iii) any walls adjoining either side of any such entry gate to a Lot are made of Otago schist and do not exceed 10 metres in length on each side of the gate and 1.2 metres in height;
- (I) not to construct or erect on any Lot any accessory Building, carport or garden shed that exceeds six (6) metres in height or is situated between any Dwelling on such Lot and any road or access way boundary of such Lot. Such accessory Building, carport or garden shed must also comply with the Design Guidelines;
- (m) that all driveway areas constructed on any Lot are gravel or chip seal for the initial 20 metres in length from any vehicle crossing or entranceway on the Lot boundary entry;
- that all swale crossings (where required) shall be in chip seal finish with a flush of vertical schist edge to the crossing pipe / culvert so as not to impede overland stormwater flow; and
- (o) to cause as little interference as reasonably possible with any existing Improvements and to promptly make good any damage caused by the Grantor to the original Improvements specification at the sole cost of the Grantor,

provided that any planting by the Initial Grantee that forms part of the Scheme Planting shall not be subject to the restrictions in clauses 4.1(g), (h) and (i).

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- 4.2 The Grantor further covenants that:
 - (a) it will not, and will not encourage or support any other person to:
 - object to or Lodge any Submission against any Planning Proposal or plan change with Council;
 - (ii) obtain an order, injunction or any other remedy;
 - (iii) make any complaint against any contractor or any consultant;

which relates to the Adjoining Land or the lot known as Lot 63 (Lot 63) for the time being that Lot 63 is owned by the Initial Grantee or Northlake.

- (b) if requested by the Grantee, the Grantor shall promptly give its unqualified and irrevocable:
 - (i) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any application made to the Council relating to Adjoining Land or Lot 63 for the time being that Lot 63 is owned by the Initial Grantee or Northlake; and / or
 - (ii) submission in support to any plan change relating to the Adjoining Land

5. Use Covenants

- 5.1 The Grantor covenants in respect of any Lot:
 - (a) not to use any Lot or permit the same to be used for any use other than residential purposes and not to use any Lot or permit the same to be used for any trading, industrial or commercial purposes, provided however that it is acknowledged that the use of a residential dwelling for a home enterprise use as permitted by the District Plan, use as a bed and breakfast, or the use of Lot 63 as a sales office will not be in breach of the provisions of this Instrument;
 - (b) once construction of a Dwelling on a Lot has commenced, it shall:
 - complete construction of the Dwelling (including all exterior cladding and painting) to a standard commensurate with the standard of a new single residential dwelling within 12 months of the commencement of construction; and
 - complete the landscaping of the Lot within 12 months after the date of completion of construction of the Dwelling;
 - (c) subject to Clause 6, not to erect more than one Dwelling on any Lot;
 - (d) not to permit any grass or weeds to grow to a height of more than 75 centimetres;
 - (e) not to erect or place, or permit to be erected or placed any caravan, mobile home, hut or other temporary accommodation provided that the storage of mobile homes, caravans and boats is permitted on a Lot once a Dwelling has been constructed;

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- (f) not to construct or place on any Lot any pre-used or second-hand Building or a Building that is capable of relocation;
- (g) not to erect any satellite dish on the Dwelling or otherwise on any Lot that is visible from the road frontage or any Access Lot;
- (h) not to erect solar panels on the Dwelling or otherwise on any Lot that are visible from the road frontage or any Access Lot;
- to ensure all gas cylinders are suitably screened from the road frontage, Access Lots and any Dwellings on the neighbouring Lots;
- to ensure that all services and utilities (including any water storage tanks and any pipes associated with the provision of services and utilities) are located below ground;
- not to permit any rubbish or waste material to be or remain on any Lot other than within suitable enclosed structures or otherwise appropriately screened from view;
- not to permit odours to emit from any Lot so as to render any Lot or any
 portion of a Lot to be deemed unsanitary, offensive or detrimental to the
 occupiers of any other Lot or the Adjoining Land;
- (m) not to permit any Lot to be used (without limitation) for purposes involving a cattery, piggery or boarding kennels for dogs or other animals. The keeping of ordinary household pets (such as dogs, cats and birds) shall be permitted provided that no breeding, raising or boarding of such pets shall be for a commercial purpose;
- (n) not to permit the parking of trucks or any large commercial vehicles on or adjoining any Lot or on any Access Lot or road, other than for temporary delivery purposes; and
- (o) not to permit the parking of any vehicles which do not have a current warrant of fitness and / or registration, in view of any Dwelling on any neighbouring Lot, or in view of any Access Lot or road within or adjacent to the Northlake Development.

6. Subdivision Covenants

- 6.1 Each Grantor that is registered as proprietor for the time being of Lots known as lots 21, 40, 60, 61 and 62 covenants and agrees not to further Subdivide (including subdivision by amalgamation and re-subdivision) their Lot beyond the definition of that Lot.
- 6.2 The restriction against further Subdivision set out in Clause 6.1 shall not apply to the remaining Lots which shall be Subdivisable subject to:
 - (a) the Grantor obtaining Council approval to the Subdivision;
 - the Subdivision taking place no earlier than seven (7) years after the date that a separate certificate of title has issued for the particular Lot;
 - (c) each Lot may be Subdivided once only. No further Subdivision will be permitted;

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- (d) any Lot created following such a Subdivision must measure no less than 1,800 square metres; and
- (e) the Covenants comprised in this Instrument must apply to any new Lots created following any further subdivision provided that those new Lots may not be further Subdivided (including subdivision by amalgamation and resubdivision) beyond the definition of that new Lot.

7. **Fencing**

- 7.1 For as long as any Lot is owned by the Initial Grantee, the Initial Grantee shall not be liable to contribute towards the cost of, or assist in the erection or maintenance of, any boundary or dividing fence between that Lot owned by the Initial Grantee and any contiguous Lot that is not owned by the Initial Grantee.
- 7.2 The Initial Grantee shall not be liable to contribute towards the cost of, or assist in the erection or maintenance of, any boundary or dividing fence between any Lot owned by a Grantee and any Adjoining Land owned by the Initial Grantee. For the purposes of this Clause 7.2 only, the Initial Grantee shall not include any transferee of any residential lot Subdivided out of the Adjoining Land.

8. Scheme Fencing

- 8.1 The Grantor shall not alter, replace, remove or relocate the Scheme Fence without the prior written consent of Northlake (such consent to be granted at the sole discretion of Northlake).
- 8.2 The Grantor shall not erect secondary fencing within 7 metres of the Scheme Fence or do anything that may otherwise have the effect of altering the appearance of the Scheme Fence.
- 8.3 The Grantor shall, at the Grantor's cost, keep any Scheme Fence on the Grantor's Lot in good condition and repair. At the reasonable request of Northlake, the Grantor shall replace, repair or do anything else that may be required keep the Scheme Fence in good condition and repair.
- 8.4 The covenants in this Clause 8 shall be binding on the Grantor for a period of 20 years after the date of this Instrument.

9. Maintenance of Landscaping

- 9.1 The Grantor acknowledges that the Scheme Planting is for the benefit of the Scheme of the Northlake Development.
- 9.2 The Grantor covenants to maintain the Scheme Planting on the Grantor's Lot at the Grantor's cost, and to generally keep the Scheme Planting on the Grantor's Lot neat and tidy. For the avoidance of doubt, the Grantor also covenants not to do anything that may harm or otherwise disturb any Scheme Planting that is not on the Grantor's Lot.
- 9.3 The Grantor covenants not to prevent Northlake (as attorney for the Grantee) from accessing the Grantor's Lot for the purposes of maintaining the Scheme Planting on the Servient Land.

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9.4 The covenants in Clause 9 shall be binding on the Grantor for a period of 20 years from the date of this Instrument.

10. Irrigation System

- 10.1 The Grantor and the Grantee acknowledge the presence of the Irrigation System on the Servient Land for the benefit of the Scheme Planting.
- 10.2 The Grantor covenants not to prevent Northlake (as attorney for the Grantee) from having access to and over the Grantor's Lot for the purposes of maintaining, repairing, relocating or removing the Irrigation System on the Grantor's Lot (the Irrigation Works).
- 10.3 The Grantor agrees that it shall not relocate, remove or interfere with the Irrigation System in any way without the prior written consent of Northlake.
- 10.4 If the Grantor in any way damages or otherwise affects the Irrigation System, the Grantor shall be responsible for promptly repairing the Irrigation System at the cost of the Grantor.
- 10.5 The covenants in Clause 10 shall be binding on the Grantor for a period of 10 years from the date of this Instrument.

11. Grantee Consent

- 11.1 The Grantee acknowledges that the Grantor intends to undertake a further Subdivision as part of the Northlake Development after the date of this Instrument and intends to vest or dedicate certain parts of the Grantor's land for roads, including the roads indicatively shown as Roads 1 to 6 (inclusive) on the Scheme Plan (**Roads**) and to be shown on one or more survey plans prepared by the Grantor's surveyor (**Survey Plan**).
- 11.2 The Grantee (including its successors in title) consents to the deposit of each Survey Plan by the Grantor or any successors in title to the Grantor which has the effect of vesting any land for the Roads.
- 11.3 The Grantee acknowledges and agrees that the covenants in this Instrument shall cease to apply in respect of the land to be vested or dedicated for the Roads with effect on and from the date of deposit of the relevant Survey Plan.
- 11.4 The Grantee covenants that this Clause 11 shall be deemed to be the written consent of the Grantee to the deposit of any Survey Plan for the purposes of section 224(b)(i) of the Resource Management Act 1991.
- 11.5 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under Clauses 11.2 and 11.3 (other than deemed consent in Clause 11.3) then the Grantee will immediately, at the request of the Grantor, give that written consent and do all things necessary to procure the provision of consent by any other affected parties.

12. Enforcement

12.1 The Grantor and Grantee acknowledge and agree that:

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- (a) This Instrument is subject to the Contracts (Privity) Act 1982 and that the covenants contained in this Instrument that are intended to create obligations on the Grantor (including the covenants in Clauses 8, 9 and 10), confer benefits on Northlake and are enforceable at the suit of Northlake as well as by the parties.
- (b) Northlake may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of the Grantee.
- (c) The Grantee irrevocably appoints Northlake to be its attorney and in its name and at its expense to do anything which Northlake considers necessary to enforce or attempt to enforce the Grantee's rights or powers under this Instrument.
- (d) Without limiting the appointment made in Clause 12.1(c) that appointment may specifically extend to Northlake issuing proceedings in the name of the Grantee, provided that in doing so Northlake indemnifies the Grantee against all costs arising from or incidental to those proceedings.
- 12.2 The Grantor acknowledges that the Grantee and Northlake shall not be liable to the Grantor or any future registered proprietor of the Servient Land for any loss, damage, claim or expenses (including where such loss, damage, claim and expense arises from the approval or non-approval of an application under the Design Guidelines, any failure to meet the timeframes stated in the Design Guidelines or performing any function under or in relation to the Design Guidelines) or a failure to enforce the Covenants set out in this Instrument.
- 12.3 In the event that the Grantor fails to observe and perform the Covenants set out in this Instrument, a Grantee shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Grantor, and the cost incurred by a Grantee in remedying the default shall be refunded by the Grantor to that Grantee upon demand.

13. Release

13.1 With effect on and from the date the Contracting Grantor ceases to be the registered proprietor of the Servient Land (the **Transfer Date**), the Contracting Grantor shall be released from, and its successors in title shall assume, all liability for performance of the Contracting Grantor's Covenants in this Instrument and all actions, claims or proceedings that any party to this Instrument may have against the Contracting Grantor under or in respect of the Covenants in this Instrument are limited to any act or omission of the Contracting Grantor to perform the covenants in this Instrument before Transfer Date.

14. Costs

- 14.1 The Grantee will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 14.2 The Grantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

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15. Implied terms

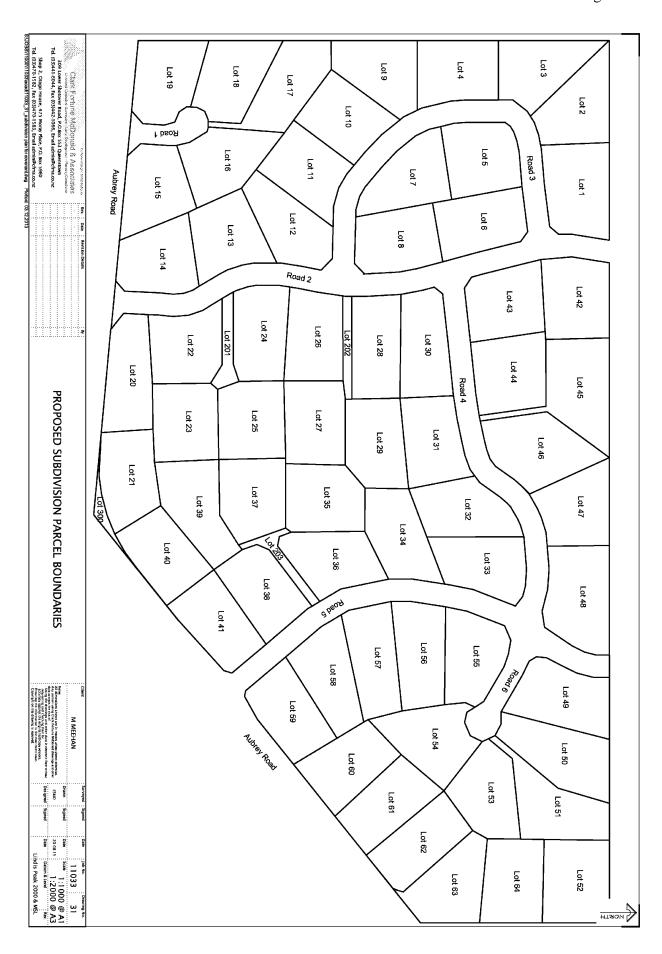
15.1 No covenants by the Grantor or by the Grantor's successors in title are implied in this Instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

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ANNEXURE SCHEDULE 2

Scheme Plan

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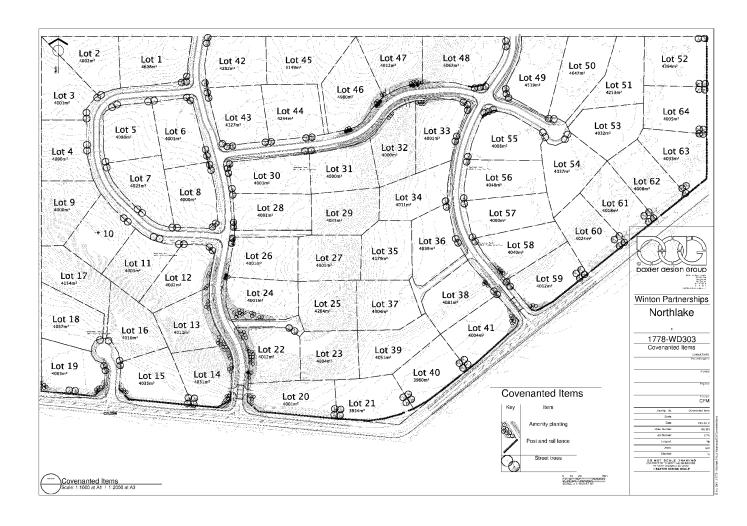


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ANNEXURE SCHEDULE 3

Scheme Planting Plan

Land Covenant - 16 December 2013 - Version 2.doc



View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type 9644888.2 Registered 18 February 2014 10:57 Farrer, Katherine Isabella Caroline Land Information New Zealand Toitū te whenua

Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Computer Registers	Land District		
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638921	Otago		
Annexure Schedule: Contains 2	Annexure Schedule: Contains 2 Pages.		

Signature

Signed by Simon Thomas Mee as Territorial Authority Representative on 05/02/2014 12:59 PM

*** End of Report ***

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Dated 18/02/2014 10:58 am

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Annexure Schedule: Page:1 of 2

IN THE MATTER of Section 221 of the

Resource Management Act

1991

AND

IN THE MATTER of Subdivision Consent

RM120710 issued by the Queenstown Lakes District

Council

CONSENT NOTICE

BACKGROUND

- A. The Queenstown Lakes District Council, pursuant to the provision of the Resource Management Act 1991, has granted resource consent to subdivide Lot 69 DP 371470 into sixty four lots (the **Subdivision**).
- B. Queenstown Lakes District Council has granted consent RM120710 (being a variation of RM051067 to the Subdivision subject to certain conditions, which are to be complied with on a continuing basis by the owner from time to time of specified lots in the Subdivision, being those conditions specified in the Operative Part below.

OPERATIVE PART

The following conditions pertaining to this Consent Notice are to be registered against the following Lots on Deposited Plan 471213:

- Lots 9-13 (inclusive);
- Lots 22-29 (inclusive);
- Lots 32-39 (inclusive);
- Lots 47-48 (inclusive); and
- Lots 55-58 (inclusive),

individually any one of the above listed lots is referred to as a **Lot** and collectively, these are referred to as the **Lots**.

DOC REF 14187474_1

Annexure Schedule: Page: 2 of 2

CONDITIONS

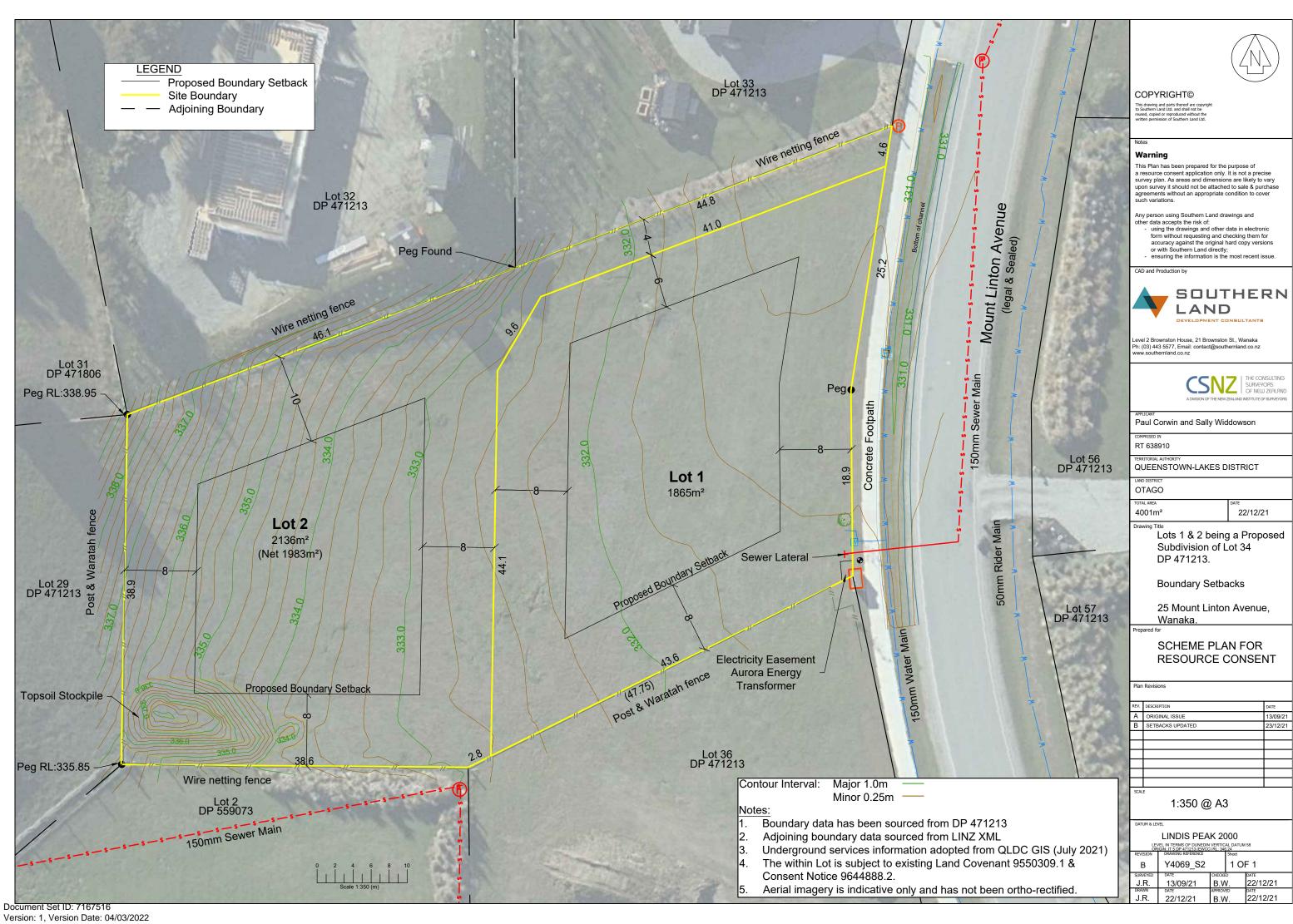
- Electrical supplies are limited to a single phase 63 amp fused supply. This means that any large dwellings proposed to be built, which may have more demand for power supply than a 'standard' dwelling, may face additional costs if the power supply is required to be increased.
- 2. At the time that a dwelling is erected on any Lot then the owner for the time being is to ensure that all construction is contained within the boundaries of the Lot and that the only access to the Lot for all construction vehicles and delivery of goods to the Lot is to be from the vehicle crossing constructed at the time of the subdivision. The owner for the time being is responsible or repairing and making good any damage to any road infrastructure for the frontage of the Lot being developed or to the frontage of any other lot caused by development activities of the owner's Lot.
- At any time that a dwelling is constructed on any Lot that does not have a vehicle crossing, the owner for the time being shall construct a crossing in accordance with the requirements of the Council applicable at the time.
- 4. At the time a dwelling is erected on any Lot, the owner for the time being shall engage a suitably qualified engineer to design a stormwater disposal system that is to provide stormwater disposal from all impervious areas within the site. The proposed stormwater system shall be subject to the review of Council prior to implementation.

Dated this 27th day of JAWAY 2014

SIGNED for and on behalf of the QUEENSTOWN LAKES DISTRICT COUNCIL by its Chief Executive

Blajr deffrey Devlin

DOC REF 14187474 :



AURORA ENERGY LIMITED

PO Box 5140, Dunedin 9058 PH 0800 22 00 05 WEB www.auroraenergy.co.nz



19 October 2021

Brian Weedon Southern Land

Sent via email only: brian@southernland.co.nz

Dear Brian,

ELECTRICITY SUPPLY AVAILABILITY FOR A PROPOSED TWO LOT SUBDIVISION. 21 MOUNT LINTON AVENUE, WANAKA. LOT 34 DP 471213.

Thank you for your inquiry outlining the above proposed development.

Subject to technical, legal and commercial requirements, Aurora Energy can make a Point of Supply¹ (PoS) available for this development.

Disclaimer

This letter confirms that a PoS can be made available. This letter does not imply that a PoS is available now, or that Aurora Energy will make a PoS available at its cost.

Next Steps

To arrange an electricity connection to the Aurora Energy network, a connection application will be required. General and technical requirements for electricity connections are contained in Aurora Energy's Network Connection Standard. Connection application forms and the Network Connection Standard are available from www.auroraenergy.co.nz.

Yours sincerely

Niel Frear

CUSTOMER INITIATED WORKS MANAGER

¹ Point of Supply is defined in section 2(3) of the Electricity Act 1993.

Chorus Property Development Team

PO Box 9405 Waikato Mail Centre Hamilton 3240

Email: develop@chorus.co.nz



Chorus Ref #: WNK68430

Your Ref #:

Paul Corwin & Sally Widdowson

28 October 2021

Dear Brian Weedon

New Property Development Agreement:

WNK68430: WNK: 25 Mount Linton Avenue, Wanaka. 2 Lots (New Lot 2, Existing Lot 1)

Thank you for choosing Chorus New Zealand Limited (**Chorus**) to connect your development. We will help you get your new build ready and connected to some of the best broadband and voice services available in the world.

Please find attached your New Property Development Agreement and quote based on the scheme plans you have provided. This contract provides details of what we intend to do at your development along with any actions that are your responsibility. We understand there's a lot of information to digest. We recommend you go through the contract with your lawyer if you are concerned about any parts of it.

To progress your development with Chorus:

- Read, sign and complete the required details of the attached agreement to confirm that you accept the conditions and the quoted cost. The quote will expire 90 days from the date of issue. If this happens, you may need to reapply if you want to proceed with connecting your development.
- Once you have signed and sent us the agreement, please pay for your share of the build (\$1,840.00 incl. GST) within 30 days. You'll find all the options for payment on Page 2 of your contract.
- When we receive your completed agreement and payment, we will start the process to connect
 your development to our network. Once the design plan is finalised, we can proceed to provide
 you with materials and work with you to ensure these are installed correctly.
- Once your development is connected, the new occupants will be able to place an order with their broadband or phone provider to get their services up and running.
- Please take note of the design and build timeframes required to connect your development to our network;
 - Design: up to 28 working days from the date we receive your completed agreement and payment.
 - Build: usually 1-3 months from the materials being installed. This depends on the progress of your development, council requirements, or changes to the scope of work.

WNK68430

28 October 2021 GENv1.1



Key responsibilities:

So it's clear who does what, we've outlined the jobs that you'll need to do, and what we need to do to get your development connected. More detailed information can be found in your contract.

Jobs for you:

- Provide us with your power plans if you want power and telecommunications in the same trench
- Trenching opening and backfill
- Notify us by emailing develop@chorus.co.nz when you require the telecommunication materials
- Pick up materials from our depot and store them safely
- Lay the materials we will oversee this to make sure it meets standard requirements
- Provide us with your 'As Builts' when installation is complete
- Provide us the Land Title Plans showing easements if applicable
- Register easements in our favour against the relevant Land Titles
- Install the 20mm lead-in greenpipe within the property boundary

See Appendix A for useful guides.

Jobs for Chorus:

- Provide a design based on the scheme plans and power plans you submit to us
- Provide the telecommunication materials to be picked up by you from our depot
- Oversee the laying of the materials in your trenches within your development
- Laying of materials outside of your development e.g. council land
- Jointing, testing and commissioning works once our network is in the ground
- Update our records so the new occupants can connect to the network through their broadband or phone provider
- Send you a clearance letter when your development is complete

Please don't hesitate to contact us if you have any questions, or for more information, visit www.chorus.co.nz/develop-with-chorus. We look forward to working with you.

Regards

Shaun Hoult

Property Development Coordinator



New Property Development Agreement

Development	WNK68430 : WNK: 25 Mou Existing Lot 1)	ınt Linton Av	enue, Wanak	ca. 2 Lots (New Lot 2,
Developer payment	\$1,840.00 (incl. GST)		Build type	ABF
No. of connections	1	Partnership	Agreement	NO
Developer anticipated Start Date	/ /	Developer a	•	/ /

	P	Pre-built Fibre	
Pre-Built Fibre Offered	YES	Do you wish to opt-out? (please circle)	Yes / No

Paul Corwin & Sally Widdowson (**Developer**)

	nd billing contact Site contact*		
Name	insert name, insert position	Name	insert name, insert position
Company	insert company name and company number	Company	insert company name
Phone	insert phone number	Phone	insert phone number
Email	insert email address	Email	insert email address
Address	insert postal address	Address	insert physical address

^{*}This is the contractor undertaking the trench work and installation of Materials on your behalf

If you are not the legal owner of the land which you are developing, please provide the details of the legal owner below:

<u></u>	-		
Contact Name			insert name, insert position
Company & Address		insert comp	pany name and company number
Email	insert email address	Contact ph#	insert phone number

In signing this agreement, I confirm I have seen, read, understood and accept the terms and conditions set out in this agreement for and on behalf of:

authorised signatory:	by its	CHORUS NEW ZEALAND LIMITED by its authorised signatory:
Signature of authorised signatory		Signature of authorised signatory
Name of authorised signatory		Name of authorised signatory
Date		Date



1. Signing and payment

Before we start we need you, or your agent, to sign the agreement and return it to us, along with your payment. You can email the documents to develop@chorus.co.nz or post to:

Property Development Team PO Box 9405 Hamilton 3200

Your payment of \$1,840.00 (incl. GST) is a contribution towards the cost of our design and build work to provide telecommunications and connect your Stage to our network. You can pay using one of the methods below. Please include your Chorus reference number WNK68430 when making payment.

- Bank transfer: **03-0584-0256885-00 (Westpac)**
- Credit card (transaction fee applies) online at https://payments.chorus.co.nz

<u>Please note:</u> If you're not able to make payment within 30 days of signing the agreement, the agreement will be automatically cancelled unless we agree in writing at our complete discretion to extend the timeframe for payment. To restart the process you will need to reapply and we will create another agreement and update our quote.

This agreement only relates to those stages of, and connections at, the Development as agreed with us in writing. Further agreements will be required to provide network to future stages of, and connections at, the Development.

2. Scheme Plan and Design Plan

- a. Your Scheme Plan relates to the entire overall Development and is part of this agreement. We use the Scheme Plan to create the Design Plan for the connection of your Stage to Chorus' network. The Design Plan takes precedence if there's any inconsistency between the two plans. It'll take us approximately 4 weeks to create your Design Plan which includes the Materials and design to get the Development ready to connect to our network.
- b. You must let us know immediately in writing if you become aware of something which might give rise to a change in the Scheme Plan or the Design Plan and/or the scope of the Development.

Please note:

- Examples of changes which are relevant include changes in the number of connections or boundaries/road layouts.
- The Materials are typically installed in a shared trench with the power as this is cost effective for your civils works if this is what you intend to do, then the 4 week period for the creation of your Design Plan will be from when the date the proposed power design plans are supplied to us.

3. Materials

- a. We may need to order Materials before you are ready to collect them as we don't always hold these in stock. You need to:
 - Contact the service company, preferably, or email develop@chorus.co.nz at least 15 Working Days before you need them. We'll let you know the location of the depot, including their hours of operation.
 - Once we notify you that the Materials are ready, you will have 10 Working Days to collect them. Charges may apply for storage if not collected readily.
- b. Risk in the Materials will pass to you when you collect them. Risk remains with you until the earlier of:
 - expiry of the Defects Liability Period; and
 - the return or collection of the Materials by us upon early cancellation of the agreement.

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- c. Title to all Materials remains with us at all times.
- d. As per our instructions, you'll need to make sure the Materials are kept in secure, waterproof storage up to the time you install them.

4. Installation (where Materials are provided)

<u>Please note</u>: We employ service companies to help us meet our obligations to you but that doesn't change our relationship with you as set out in this agreement.

- a. You're responsible for trenching both the opening and backfill as well as the laying of the required Materials and all installation costs. We need to be onsite during the installation to ensure you meet the Design Plan standards. Where the Scheme Plan identifies a proposed utility corridor, we'll always use this corridor in the Design Plan where possible (acting reasonably).
- b. The installation details will be set out in the Design Plan. We've supplied detailed physical installation instructions under the Lay Specifications in Appendix A at the end of this agreement. The contractor who's installing the Materials on your behalf will need to sign a copy of the instructions and promptly email or post this document to us at the addresses we provide to you.
- c. Before you start the installation, please ensure the berm levels are at their final levels, kerb lines are in place, final boundary positions are known and, in relation to separate trenching only, other underground services for the Development have been laid.
- d. Once the Design Plan is finalised, we'll supply to you the Materials required for installation.
- e. While you install the Materials, we need to be present to oversee this. We'll also undertake additional works so the Development meets the standard required for connection to our network, including jointing, testing and commissioning works.
- f. Installation of the Materials must be completed by the Completion Date. We may be able to extend the Completion Date if you're unable to finish the installation as a direct result of our failure to do something we were supposed to do under this agreement. The extension will be for the same amount of time you were delayed.
- g. We will use reasonable endeavours to complete our obligations under this agreement by the Completion Date but we won't be liable to you for any failure to do so.

5. Installation Complete

- a. Once installation is completed, you'll need to promptly provide us with an 'As Built' plan of the Materials as you've installed them at the Development. The 'As Built' information is required before we can provide the Chorus Clearance Letter required for your Council's 224c (see paragraph 8 below for more details). These must include:
 - what Materials have been installed where;
 - the location of the Materials, both along the street and its offset measurement to permanent street features (e.g. survey pegs and kerb lines);
 - the location of the ends on the Materials (including road crossings); and
 - the depth of all of the Materials.

For more information on 'As Built' plans, please see www.chorus.co.nz/as-builts-checklist.

- b. During the Defects Liability Period, you are responsible for the maintenance and repair of trenches, sealings and washouts to protect the Materials and ensure their operation is not compromised in any way. We're entitled to charge you for any remedial work you ask us to do during the Defects Liability Period to meet your obligation in this regard. The Defects Liability Period runs from the date on which the Materials are collected by you until the 12 months anniversary of the date the Chorus Clearance Letter is issued by us.
- c. If you damage our network during preparatory work for this development, or installation of the Materials, or any lead-ins for an individual premise or the Defects Liability Period, you will be liable to us for our reasonable costs of repairing that damage.



- d. This agreement does not cover the installation of lead-ins which run from the boundary of the Development to the premise – below is the terminology used for copper and fibre:
 - Copper: the building entry point (known as the External Termination Point or ETP);
 - Fibre: the portal at a premise where that premise connects to our network, including the Optical Network Terminal (ONT), ETP and any other Network Interface Device (NID).

You're responsible for installing 20mm lead-in greenpipe from the boundary of the Stage to the relevant properties. [Note: This is the duct which houses the copper or fibre used to connect the properties to our network].

For information on the installation of lead-ins, please see www.chorus.co.nz/lead-in-quide.

6. Connection

- a. Once the installation of Materials is completed, we'll connect the Stage to our network, if all work is completed as outlined in this Agreement. This is not the individual houses being connected, only your Stage as a whole connected at the boundary of your Development.
- b. We will try and align the timing of this work with your installation work at your Development. Our ability to complete our work is sometimes dependant on the progress you've made and we also have to co-ordinate with the relevant local authority. It may take up to 3 months from the Materials being installed to the Stage being connected to the Chorus network.
- c. If you decide you need to change the scope of your Development at a later date (e.g. with more connections to our network, boundary changes or road layouts), please note the process under 'Changes and Cancellations' below.
- d. Other people might connect to our network by way of the network extension we build to connect your Stage to our network. If that happens, you won't be entitled to any right of refund of the payment made by you to us as part of this Development.

7. Easements

- a. If any of the Materials cross land that isn't public road reserve vested in a local authority, then we'll need an easement from the owner of that land in our favour. An example of this type of land, known as private land, is any communal land within a Stage like a right of way. The aim of an easement is to protect our access rights for any maintenance and/or upgrade needs.
- b. The easement must be detailed in the Land Title Plan which can be sent to <u>develop@chorus.co.nz</u> - our team will contact you when we're ready for this at the end of your development process. A Land Title Plan is a survey plan for the Development approved in accordance with all statutory requirements and relating to the land on which the Materials have been installed. We need the easement area of 1.5m on each side of the Materials and an easement referred to as "Easement in Gross" for the "right to Convey Telecommunications".
- c. If easements are required, you'll also need to arrange for your lawyer to complete the following 2 forms which are available at the link below:
 - Authority and Instruction form; and
 - Chorus Easement Instrument form.

More information about easements are available at: www.chorus.co.nz/develop-withchorus/easements. You'll also need to pay a processing fee which can be paid directly through the easement online portal or by invoice on request.

d. You or your lawyer can upload these documents to choruseasements.chapmantripp.com, or contact choruseasements@chapmanntripp.com for assistance, or post them to:

Chorus Easements 10 Customhouse Quay PO Box 993 Wellington 6140



- Once the correctly completed documents are received, we aim to have the easement document executed, scanned and emailed back to your lawyer within 7 Working Days.
- e. The "Easement in Gross" requirement may be waived in certain circumstances. If there is an existing easement and the completed Stage will be made up of 3 lots or less, you can ask us to review the easement requirement. You'll need to get in touch with us directly via email (siteacquisition@chorus.co.nz) before we finalise the Design Plan. We'll let you know if we've agreed to waive the easement requirement.

8. Chorus Clearance Letter & Customer Connection

- a. Once your Stage is completed and the above criteria met, we'll issue a Chorus Clearance Letter. You can pass this on to your relevant local authority to confirm the Development has been connected from the appropriate exchange or cabinet to the boundary of the Development.
- b. We'll update our records within 20 Working Days of this certificate being issued. These records need to be updated for broadband and voice providers to be able to provide services to consumers at the Development.
- c. The Chorus Clearance Letter will have the date from which telecommunications services may be ordered. Either you or the new occupants will need to talk to a broadband or voice provider to get telecommunication services over our network - it's important that you are in contact with them during the installation process so you understand their requirements.

9. Changes and Cancellation

- a. Any change to this agreement must be in writing and signed by both of us.
- b. If we think (acting reasonably) a Change Event has happened, we may require a change to the payment required by you under this agreement and/or the Completion Date. We may also suspend this agreement (in whole or in part) until the relevant change is agreed with you. A Change Event includes an event where:
 - You haven't started to install the Materials within 12 months from the date of this agreement start date and this delay is not caused directly as a result of any act or omission by us;
 - You have let us know there is something which might give rise to a change in the Scheme Plan or the Design Plan and/or the scope of the Development;
 - Weather conditions or unforeseen physical conditions have caused delay or results in additional costs to us in doing what we need to do under this agreement; and
 - The actual cost to us of connecting the Development to our network is more than the estimated cost we used at the date of this agreement to calculate the payment required by you.
 - Please note: The estimated cost referred to above reflects how much we think it will cost us to connect the Development to our network at the date of the agreement. The assumptions underpinning the estimated cost may have changed by the time the Development is actually connected to our network and we might need to update the payment required to reflect these changes.
- c. If we can't agree what change is required with you within 10 Working Days of us letting you know we think a change is needed, we may immediately cancel this agreement.
- d. If a Cancellation Event happens, we'll let you know in writing if we have:
 - suspended this agreement until the event is resolved to our satisfaction (acting reasonably);
 - cancelled (in whole or in part) this agreement with immediate effect.

A Cancellation Event includes an event where:

You fail to meet any of your material obligations under this agreement, and don't remedy that failure to our satisfaction (acting reasonably), within 30 days of written notice from us of the failure;



- You fail to meet any of your material obligations under this agreement and this failure isn't capable of being remedied; or
- You become bankrupt, go or are put into liquidation, have a receiver or statutory manager appointed over your assets or any of them, become insolvent, cease to carry on your business, make any composition or arrangement with your creditors, or are deemed or perceived unable to pay your debts when they fall due.
- e. Without limiting our other rights, where we cancel this agreement we'll keep any payments you've made to us but only to the extent required to cover our costs (whether directly or indirectly) up to the date the agreement is cancelled.
- f. We also may recover from you, by deducting from or set-off against any amount we may owe you, amounts for any damage, loss or cost (including legal costs) to us relating to the enforcement and/or the cancellation of this agreement.
- g. If you are in possession of any Materials that have not yet been installed at the date of cancellation, we'll need to recover these from you.
- h. This agreement automatically expires on the 12 month anniversary of the date the Chorus Clearance Letter is issued by us.
- i. Paragraphs 3(b), 3(d), 4(g), 5(c), 9(e) to 9(g) (inclusive), 10(a) and 11 will survive cancellation or expiry of this agreement. Any special terms in Appendix B relating to Pre-Built Fibre (if applicable) will survive expiry of this agreement.

10.Health and Safety

- a. We both agree to:
 - comply with, and make sure each of our contractors, personnel and representatives are aware of and comply with:
 - i. the health and safety obligations under this agreement; and
 - ii. any site specific safety plans developed for the Development;
 - provide and perform the services under this agreement in accordance with all relevant local and national standards, codes of practice or generally accepted practices applicable to the telecommunications and construction industries; and
 - co-operate, consult and co-ordinate with each other, and any other PCBU (as defined in the Health and Safety at Work Act 2015 (HSW Act)) who has a duty under the HSW Act in relation to the services provided under this agreement, to ensure each party can comply with its respective obligations under the HSW Act.
- b. During the term of this agreement, we both agree that we must each have documented, adequate and effective Health and Safety Management System (HSMS) to ensure we can comply with our respective health and safety related obligations under this agreement and at law. Either of us may reasonably request the opportunity to review the other's HSMS.

11. General

a. The following defined terms are used in this agreement:

Completion Date means the developer anticipated completion date identified on the cover page of this agreement or another date which we agree with you (acting reasonably);

Design Plan means the plan prepared by us which outlines the Materials and architecture design to be installed at the Development;

Development means the wider development being undertaken by you at the location identified on the cover page of this Agreement.

Materials means the telecommunications infrastructure (including (without limitation) ducting, multi-ducting, cables, manholes and chambers) which, in our sole opinion and when installed



properly, would enable us to connect our network to those properties within the Development as identified in the Design Plan;

Stage means the stage of the Development identified on the cover page of the agreement; and

Working Day means any day other than a Saturday, Sunday or a statutory public holiday in New Zealand.

- b. Subject to paragraphs 11(c) and 11(d) below, Chorus' liability for all damages arising out of or in relation to this agreement, regardless of the form of action which imposes liability, whether in contract, equity, negligence or tort or otherwise, will be limited to and will not exceed \$100,000.
- c. The limitation in paragraph 11(b) above will not apply to any liability of a party arising out of:
 - a breach of confidentiality or a party's health and safety obligations at law;
 - the fraud or wilful breach of this agreement by a party; or
 - failure to pay any amount due and owing under this Agreement.
- d. Notwithstanding paragraph 11(b) above, in no event will either party be liable for any:
 - damages arising out of or in relation to this agreement to the extent such damages were contributed to by the default or negligence of the other party (or any of its related companies); or
 - loss of income, profits, revenue, savings or any indirect, incidental, consequential, exemplary, punitive or special damages of any party, or any third party loss, even if the liable party has been advised of the possibility of such damages in advance.
- e. Neither of us is liable for any breach of our obligations under this agreement if that breach is the direct result of an event beyond our reasonable control and we have used all reasonable endeavours to mitigate as soon as practicable its breach under this agreement notwithstanding the relevant event.
- f. We'll each keep, and ensure any of our relevant subcontractors keeps, current at all times during the term of this agreement a policy of public risk insurance for an amount of not less than \$1,000,000.
- q. We'll each keep confidential, secure and not misuse any information we receives from the other in connection with or in relation to the subject matter of this agreement (including the agreement itself). The disclosure and use of confidential information by either of us is permitted to the extent required by law or to do what we need to do under this agreement. We'll each give the other prior written notice of any proposed disclosure. No written notice is required where confidential information is being disclosed by you to the contractor installing the Materials on your behalf or by us to our service companies.
- h. If one of us believes there is a dispute, we'll promptly let the other one know in writing, giving details of the dispute. If the dispute isn't resolved by our respective senior representatives within 20 Working Days of notice, we'll be entitled to promptly submit the dispute to arbitration. Pending resolution of a dispute, we'll each make all reasonable efforts to resolve the dispute promptly and in a way that minimises any impact on the performance of our obligations under the agreement. Nothing in this paragraph will prevent either of us from seeking urgent interlocutory or injunctive relief from the Court.
- i. You may not assign, novate or subcontract any of your rights or obligations under this agreement without our prior written consent (not be unreasonably withheld where the proposed assignee is able to comply at all times with the provisions of this agreement).
- j. Each notice or other communication given under, or in connection with this agreement will be made in writing, and sent by email to the email address of that party specified on the cover page of this agreement, or such other address or email address as is notified by that party to the other party. No notice or communication will be effective until received. Any notice sent to Chorus by email under this paragraph must also be sent to develop@chorus.co.nz.



- k. In the event that any personal information (as that term is defined in the Privacy Act 1993) about you is disclosed to us under or in relation to this agreement, the use, disclosure and security of, and your access to, that information, will be as set out in our privacy policy, which can be found at www.chorus.co.nz/privacy-policy.
- I. Each party accepts the other party's obligations under this agreement are provided for the purpose of a business, and to the extent allowed by law, every warranty and guarantee from one party to the other party implied by custom or law is excluded (including, without limitation, in relation to the Consumer Guarantees Act 1993 and the Fair Trading Act 1986).
- m.A waiver of any provision of this agreement will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by either of us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right will not preclude further exercises of that power or right or the exercise of any other power or right.
- n. Amendments to this agreement will only be effective if in writing and signed by both the parties.
- o. This agreement represents the entire agreement between us on the subject matter of the agreement and supersedes all prior negotiations, representations and agreements.
- p. This agreement may be executed in any number of counterparts. Once we've signed the counterparts and received a copy of the others counterpart, they will be deemed to be as valid and binding on us as if it had been executed by both of us.
- q. Each term in this agreement is separately binding. If for any reason either of us can't rely on any term then all the other terms remain binding.
- r. This agreement is governed by the laws of New Zealand. We both submit to the non-exclusive jurisdiction of the Courts of New Zealand.



Appendix A - Lay Specifications: Helpful information

You can find all the generalised technical guides and lay specifications on our website here: www.chorus.co.nz/develop-with-chorus

These guides are designed to help you and your contractors planning and building the inside boundary connections.

General Guidelines:

Lead-ins and Trenching: www.chorus.co.nz/lead-in-guide

Wiring Homes for Fibre: www.chorus.co.nz/wiring-homes-for-fibre www.chorus.co.nz/as-builts-checklist

For SDUs (Single-Dwelling Units), planned for fibre (ABF) or copper reticulation, see the below quidelines:

- **General Fibre Network Guidelines** <u>UFB-Ready-Property-Guidelines-Vol-1-General-Fibre-Network-Guidelines</u>
- **Guidelines for SDUs and ROWs** UFB-Ready-Property-Guidelines-Vol-2-SDU-and-ROW-Greenfield-Development
- **Premises Wiring Standards** UFB-Ready-Property-Guidelines-Vol-4-Premises-Wiring-Minimum

For MDUs (Multi-Dwelling Units) see the below guidelines:

- MDU Brochure outlining clearly the MDU process: www.chorus.co.nz/MDU-fibre-install-quide
- **Developer MDU Check List** www.chorus.co.nz/MDU-checklist
- Guidelines for Fibre Installation in MDUs UFB-Ready-Property-Guidelines-Vol-3-MDU-Fibre



Appendix B - Pre-built fibre

Pre-built fibre

When you develop with Chorus, we can pre-install fibre in every premise so you can market your development as 'fibre ready'. Being 'fibre ready' provides a better experience for your new occupants as no technician visits are needed because fibre is already installed. All they'll need to do is order a fibre plan from their broadband provider and plug in their modem.

For more information on pre-built fibre, visit www.chorus.co.nz/pre-built-fibre.

As part of your agreement to pre-built fibre, you need to be aware of the End User Terms (EUTs) requirements outlined below.

Order pre-built fibre and get your development fibre ready

When your development is nearing the final stages of construction, like gibbing and painting, go to www.chorus.co.nz/pre-built-fibre and fill in our pre-built fibre order form and email it back to us at prebuilt fibre@chorus.co.nz. We'll process your order within 10 working days.

If Chorus has provided you with materials for your development (other than 20mm lead-in green pipe), we will require your 'As Built' plans before we can proceed. For more information on what needs to be included in your 'As Builts', view our checklist at https://www.chorus.co.nz/help-andsupport/developers/what-are-builts.

For more information on the pre-built fibre process and what you need to have completed before we can carry out the pre-built fibre installation work, visit www.chorus.co.nz/pre-built-fibre

End User Terms (EUTs)

The EUTs relate to the installation, use and ownership of the connection, and any associated equipment and infrastructure that connects a property to our network.

As we don't have a relationship with the purchaser of the property in your development, you will need to facilitate a new purchaser's agreement to the EUTs (i.e. by way of your Sales & Purchase agreement).

You agree to procure that:

- each person that purchases a property directly from you within your development agrees in writing to accept our EUTs; and
- any third party that purchases any or all of the properties directly from you within your development for the purpose of on-sale is also required to give effect to the bullet point above as if they were you.

If you don't do so, you agree to be responsible to us under the EUTs for any action or inaction of any person that purchases a property within the development in each case as if they were you:

- directly from you; or
- from any third party as set out above.

The End User Terms are available on our website: www.chorus.co.nz/end-user-terms.



AFFECTED PERSON'S APPROVAL



FORM 8A

Resource Management Act 1991 Section 95



RESOURCE CONSENT APPLICANT'S NAME AND/OR RM

Paul Corwin and Sally Widdowson



AFFECTED PERSON'S DETAILS

X

We William and Bernadette Graham

Are the owners/occupiers of

8 Nokomai Street



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

To subdivide the property into two freehold lots with the following Lot sizes:

- Proposed Lot 1 = 1865m2
- Proposed Lot 2 = 1983m2 (2136m2 gross)

at the following subject site(s):

25 Mount Linton Avenue





I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED





I/We have sighted and initialled ALL plans dated and approve them.

Scheme Plan, Lots 1 & 2 being a proposed subdivision of Lot 34 DP 471213



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

	Name (PRINT) William Graham	
Α	Contact Phone / Email address	
	bgrahams617@gmail.com Signature	Date 16/9/2021
	N. Graven	
	Name (PRINT) Bernadette Graham	
В	Contact Phone / Email address bgrahams617@gmail.com	
	Signature .	Date 16/9/2021
	Name (PRINT)	
С	Contact Phone / Email address	
	Signature	Date
	Name (PRINT)	
D	Contact Phone / Email address	

Note to person signing written approval

Conditional written approvals cannot be accepted.

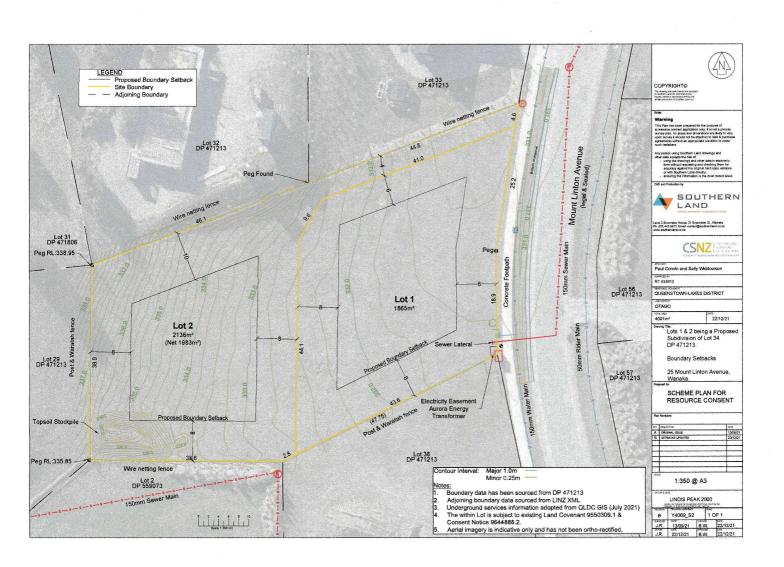
There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.







When Son .
10/2/2022



AFFECTED PERSON'S APPROVAL





Resource Management Act 1991 Section 95



RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Paul Corwin and Sally Widdowson



AFFECTED PERSON'S DETAILS

X

I/We

Are the owners/occupiers of 14 Mount Linton Avenue

≣

DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

To subdivide the property into two freehold lots with the following Lot sizes:

- Proposed Lot 1 = 1865m2

- Proposed Lot 2 = 1983m2 (2136m2 gross)

at the following subject site(s):

25 Mount Linton Avenue



I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



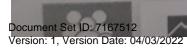
I/We have sighted and initialled ALL plans dated and approve them.

Scheme Plan, Lots 1 & 2 being a proposed subdivision of Lot 34 DP 471213

Document Set ID: 7167512

Version: 1, Version Date: 04/03/2022

	PROVAL OF AFFECTED PERSON(S)	
The co-c	written consent of all owners / occupiers who are affected. If the site that it owners (names detailed on the title for the site) are required.	s affected is jointly owned, the written consent
	Name (PRINT) LIMBERLEY PARRY	
	Contact Phone / Email address O2 1 288 2223	
	Signature Kalley	Date 3/9/21
	Name (PRINT) CARETH EMRYS PAKRY	7
	Contact Phone / Email address	
	021 288 3378	
	Signature	Date 3/9/21
	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date
	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date
	Signature	Date





Queenstown Lakes District Council Private Bag 50072, Queenstown 9348

if signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.

If this form is not signed, the application may be notified with an opportunity for submissions.

P: 03 441 0499 E: resourceconsent@qidc.govt.nz





AFFECTED PERSON'S APPROVAL



FORM 8A

Resource Management Act 1991 Section 95

#	

RESOURCE CONSENT APPLICANT'S NAME AND/OR RM

Paul Corwin and Sally Widdowson



AFFECTED PERSON'S DETAILS

I/We Braden and Sally Currie

Are the owners/occupiers of

19 Mount Linton Avenue



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

To subdivide the property into two freehold allotments as shown on the attached plan. The application also includes the following restrictions:

- The height of any future building on proposed Lot 2 shall not exceed 6m above datum level 333.0.

at the following subject site(s):

25 Mount Linton Avenue





I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED





I/We have sighted and initialled ALL plans dated and approve them.

See attached

Page 1/2 // October 2



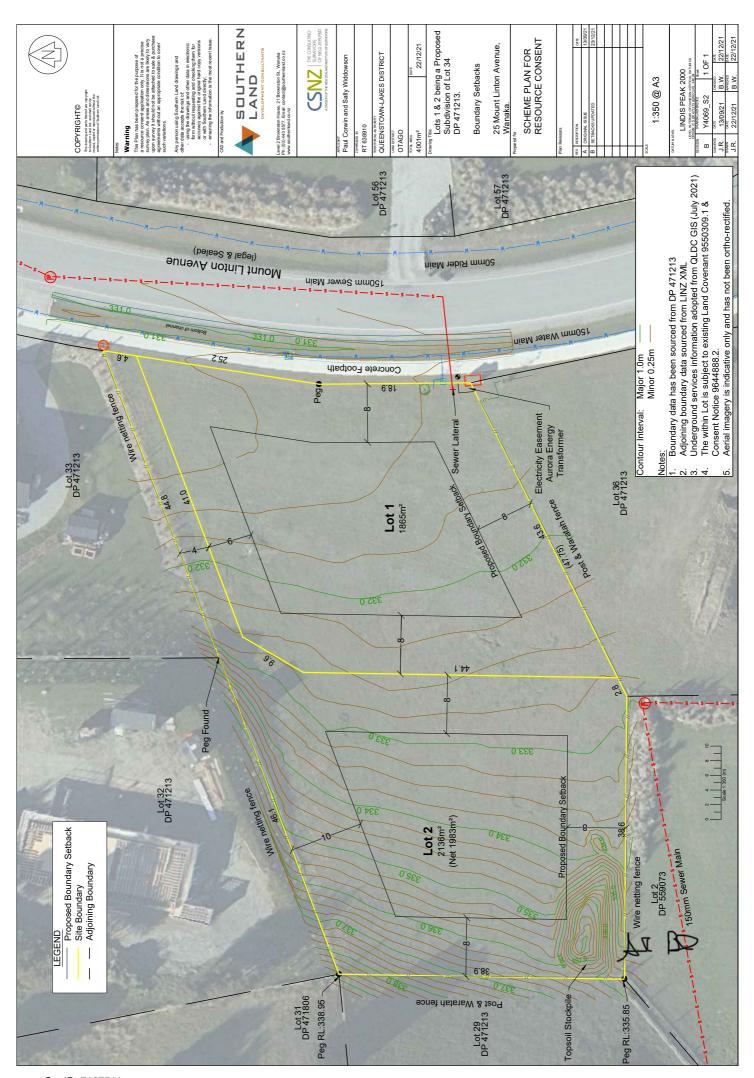
APPROVAL OF AFFECTED PERSON(S)

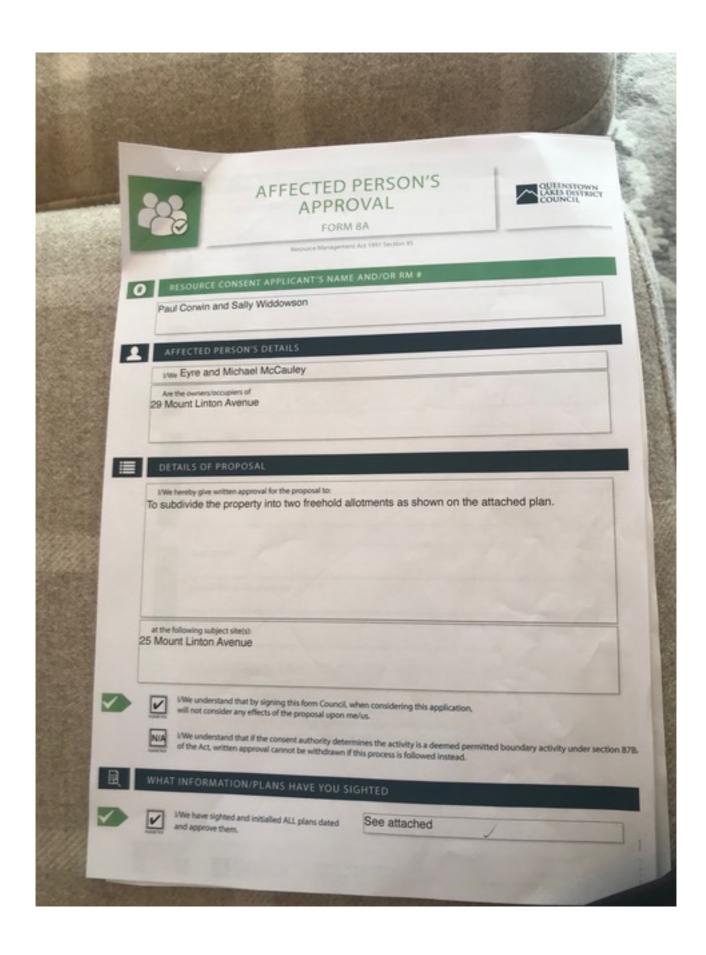
The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

Contact Phone /	Email address 0275552977	0275552977 bradencurrie86@gmail.co		
Signature	JAM	Date 18/01/2021		
Name (PRINT) Sally Currie				
Contact Phone /	Email address 021025	86937 Sally@bradencurrie		
Signature		Date 18/01/2021		
Name (PRINT)				
Contact Phone /	Email address			
G:				
Signature		Date		
Name (PRINT)				
Contact Phone /	Email address			
Signature		Date		
Note to person sign	ing written approval			
Conditional written	approvals cannot be accepted.			









Document Set ID: 7167510 Version: 1, Version Date: 04/03/2022

DDD	GOVAL OF AFFECTED PERSON(S)	the written consent of all
	and a subspace affected, if the late trace	d is jointly owned.
-own	itten consent of all owners / occupiers with are required. sers (names detailed on the title for the site) are required.	
	Name (PRINT) Michael McCauley	
	Contact Phone / Email address O 2 1 6 1 8 0 9 2	
		Date 30 12 21
п	Signature	301
I	Name (PRINT)	
E	yre McCauley	
	Contact Phone / Email address	
L	0275101073	Date / /
1	Signature 6 14c Came	Date 30/12/21
L	D. Le Cang	
		1
1	Name (PRINT)	
L		
0	Contact Phone / Email address	
_		Date
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N	ame (PRINT)	
Co	ontact Phone / Email address	
1115		No.
Sig	gnature /	Date
-		
No.	to account almost an interest and an interest	
1254	te to person signing written approval	
Con	nditional written approvals cannot be accepted.	
	re is no obligation to sign this form, and no reasons need to be given.	
	is form is not signed, the application may be notified with an opportunity for	
If sig	gning on behalf of a trust or company, please provide additional written evide	ence that you have signing authority.

Document Set ID: 7167510 Version: 1, Version Date: 04/03/2022





AFFECTED PERSON'S APPROVAL



FORM 8A

Resource Management Act 1991 Section 95



RESOURCE CONSENT APPLICANT'S NAME AND/OR RM

Paul Corwin and Sally Widdowson



AFFECTED PERSON'S DETAILS

X

I/We Jason and Laura Shutt

Are the owners/occupiers of

30 Northburn Road



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

To subdivide the property into two freehold lots with the following Lot sizes:

- Proposed Lot 1 = 1865m2
- Proposed Lot 2 = 1983m2 (2136m2 gross)

at the following subject site(s):

25 Mount Linton Avenue





I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED





I/We have sighted and initialled ALL plans dated and approve them.

Scheme Plan, Lots 1 & 2 being a proposed subdivision of Lot 34 DP 471213



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

X

Name (PRINT) JASON SHUTT Contact Phone / Email address jasonshutt & Mac. GM 02108812184 Date 9/9/21 Signature Name (PRINT) Laura Shutt Contact Phone / Email address laurajshuttagnail.com 02108812182 Signature Usunt Name (PRINT) Contact Phone / Email address Signature Date Name (PRINT) Contact Phone / Email address

Note to person signing written approval

Signature

Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.





Date

