



Appendix 2D – Proposed Conditions of Consent

Ashbourne Day 0 Superlot Subdivision Fast Track
Approvals Substantive Application

Proposed Conditions of Consent

15 July 2025

B&A

Urban & Environmental

Prepared for:
Matamata Development Limited



B&A Reference:

20592

Status:

Final Revision A

Date:

15 July 2025

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Contents

1.0	Introduction	4
1.1	Structure of Consents and Proposed Conditions	5
1.2	Structure of the Proposed Conditions of Consent	5
2.0	Abbreviations and Definitions	6
3.0	Schedule 1 – Register of Specialist Documentation	8
4.0	District Council Contaminated Land (NES:CS) Consent	9
4.1	General Conditions	9
4.2	Pre- Start Requirements	10
5.0	District Council Subdivision Consent	13
5.1	General Conditions Applicable to All Stages	13
5.2	Amalgamation Conditions s241	17
5.3	Section 224(c) Compliance Conditions	17

1.0 Introduction

These proposed conditions of consent have been prepared in accordance with Schedule 6 Clause 6 of the Fast-track Approvals Act 2024 ('FTAA'). A full suite of conditions required to deliver each of the individual consent approvals required for each project part are provided in the wider application documents, including Superlot Subdivision, Residential, Retirement Village, and Solar Farms.

This report sets out the full suite of conditions required to deliver each of the individual consent approvals required for the **Day 0 Superlot Subdivision** portion of the project.

The development of the proposed conditions of consent package has been guided by the following key objectives to ensure clarity, efficiency, and regulatory compliance while facilitating high-quality development outcomes:

- **Alignment with Council Standards:** Where practicable, conditions align with Matamata Piako District Council (MPDC) and Waikato Regional Council (WRP) standard consent provisions to promote consistency, familiarity, and workability within the context of the site;
- **Clarity and Simplicity:** The proposed conditions of consent have been consolidated and streamlined to enhance readability, eliminate redundancy, and use clear, plain language for accessibility;
- **User-Friendly Conditions:** The proposed conditions of consent are drafted to be practical and understandable for all key stakeholders, including the EPA, applicant, contractors, future build partners, consultants, Council officers, and relevant agencies;
- **Balanced Outcomes:** The proposed conditions of consent are tailored to deliver balanced outcomes for all parties, including environmental protection, regulatory compliance, the applicant, neighbouring properties, and Council's monitoring team;
- **Structured for Project Complexity:** Separate proposed condition sets have been developed for the four project parts within the Application (superlot subdivision, residential, retirement village, and solar farms), ensuring that each project can be implemented independently while maintaining compliance with requirements and performance standards;
- **Clear Condition Application:** The proposed conditions of consent are structured to clearly differentiate between those applying to the overall development, specific stages, sub-stages, or individual lots, facilitating ease of implementation;
- **Long-Term Compliance:** Recognising the multi-stage nature of the development and the involvement of multiple delivery partners (including future build partners), The proposed conditions of consent are designed to be fit for purpose. Key delivery obligations are clearly defined for each stage;
- **Enabling Development While Safeguarding Environmental Outcomes:** The proposed conditions of consent allow certain project elements to be delivered independently where appropriate, while ensuring strong environmental safeguards remain in place; and
- **Best Practice Resource Management:** The proposed conditions of consent are structured to reflect sound resource management principles, ensuring that the development complies with statutory requirements and aligns with planning best practices.

To this end, the following section describes how the proposed conditions of consent are structured to deliver the above objectives.

1.1 Structure of Consents and Proposed Conditions

Given the timing and staging of the various works across the project and subsequent consent approvals that are sought, the proposed conditions of consent have been supplied across four documents (**Appendix 2D**, **Appendix 3L**, **Appendix 4L**, and **Appendix 5O**) to reflect the consent approvals that are required for each part of the project. These are diagrammatically set out in **Figure 1**, with a summary on how each condition set has been structured within each conditions document. Note that placeholders have been purposefully left within proposed conditions documents for the addition of approved document references where applicable.

Vol 2 Stage 0 Subdivision	Vol 3 Solar Farm	Vol 4 Retirement Village	Vol 5 Residential and Greenway
NESCS under Regulation 9(1) MPODC Section 11 Subdivision Consent	NESCS under Regulation 9(1) WRP Section 9 Land Use Consents: • Drilling activities; • Construction of culvert. MPODC Section 9 Land Use Consents	NESCS under Regulation 9(1) WRP Section 9 Land Use Consents: • Drilling activities. WRP Section 14 Water Take Consents: • Groundwater take. WRP Section 15 Discharge Consents: • Discharge of water or sediment-laden water; • Discharge of wastewater. MPODC Section 9 Land Use Consents MPODC Section 11 Subdivision Consent	NESCS under Regulation 9(1) WRP Section 9 Land Use Consents: • Drilling activities; WRP Section 14 Water Take Consents: • Groundwater take; • Watercourse diversion. WRP Section 15 Discharge Consents: • Discharge of water or sediment-laden water; • Discharge of stormwater. MPODC Section 9 Land Use Consents MPODC Section 11 Subdivision Consent

Figure 1: Structure of Required Consents

1.2 Structure of the Proposed Conditions of Consent

The proposed conditions of consent for the Day 0 Superlot Subdivision have been structured in two parts to reflect the two consents required. These are:

- (1) District Council Contaminated Land (NES:CS) Consent
- (2) District Council Subdivision Consent

Within each project part, the proposed conditions of consent have been separated to reflect the consent approvals that are sought for each part of the project.

2.0 Abbreviations and Definitions

Abbreviation/term	Meaning/definition
ADP	Accidental Discovery Protocol
AEE	Assessment of Effects on the Environment
ASS	Acid Sulphate Soils
Certification	Certification is confirmation from a Consent Authority that a Management Plan meets the objectives and requirements of the conditions of the consents that relate to it
CIA	Cultural Impact Assessment
CMP	Construction Management Plan
CNVMP	Construction Noise and Vibration Management Plan
Completion of Construction	When construction of the Project (or the relevant part of the Project) is complete and it is available for use
Consent Authority	Means a regional council, a territorial authority, or a local authority that is both a regional council and a territorial authority, whose permission is required to carry out an activity for which a resource consent is required under the RMA
Consent Holder	Matamata Development Limited
Construction Works	Activities undertaken to construct the Project under these resource consents, excluding Enabling Works
CSMP	Contaminated Soil Management Plan
CTMP	Construction Traffic Management Plan
Detailed Design	Develops the indicative design (for consenting) to a stage where the design is refined and plans are set for construction
DOC	Department of Conservation
EMP	Ecological Management Plan
Enabling Works	Include the following and similar activities: Geotechnical and hydrogeological investigations and land investigations, including formation of access on land for investigations; Establishing site yards, site offices, site entrances and fencing; Demolition and removal of buildings and structures; Relocation of services; and Health and safety measures.
EPA	Engineering Plan Approval
ESCP	Erosion and Sediment Control Plan
FMP	Fish Management Plan
GCR	Geotechnical Completion Report
GEMP	Geotechnical Effects Management Plan
GMCP	Groundwater Monitoring and Contingency Plan
HNZPT	Heritage New Zealand Pouhere Taonga
LBMP	Long-tailed Bat Management Plan

LMP	Lizard Management Plan
Manager	The Manager for resource consents of the relevant council or authorised delegate
MPDC	Matamata Piako District Council
NES-CS	National Environmental Standard for Managing Contaminants in Soil
NPS-FW	National Policy Statement – Freshwater Management
OMMP	Operation, Monitoring and Maintenance Plan
PP	Planting Plan
Project	Ashbourne Solar Farms
Project Liaison Person	The person or persons appointed by the Requiring Authority / Consent Holder to be the main and readily accessible point of contact for persons wanting information about the Project or affected by the construction work.
RAP	Remedial Action Plan
RITS	Regional Infrastructure Technical Specifications
RMA	Resource Management Act 1991
Suitably Qualified Person	A person (or persons) who can provide sufficient evidence to demonstrate their suitability and competence in the relevant field of expertise.
SQEP	A suitably qualified environmental practitioner for the purposes of the assessment of contaminated land (Guidance on what is expected of the SQEP is provided in the NESCS Users' Guide 2012).
SVR	Site Validation Report
TMP	Traffic Management Plan
NZTA	Waka Kotahi New Zealand Transport Agency
WOWP	Wetland Offset Works Plan
WRC	Waikato Regional Council For the purposes of submitting information in relation to the below conditions WRC has the meaning of "Chief Executive (or nominee)"

3.0 Schedule 1 – Register of Specialist Documentation

Document	Appendix No.	Author	Date	Document Version
AEE	N/A	Barker and Associates	14/07/2025	A
Scheme Plan	Appendix 2A	Maven Associates	July 2025	E
Consent Notices Assessment	Appendix 2B	Barker and Associates	-	-
Volume 2: Stage 0 Vacant Lot Subdivision Rules Assessment	Appendix 2C	Barker and Associates	-	-
Proposed Conditions of Consent	Appendix 2D	Barker and Associates	15/07/2025	-
Cultural Impact Assessment	Appendix 1I	-	March 2025	-
Assessment of Ecological Effects	Appendix 1J	Ecological Solutions	14/07/2025	-
Land Use Capability Classification Assessment	Appendix 1L	Landsystems	21/08/2024	-
Geotechnical Investigation Report	Appendix 1M	CMW Geosciences	22/05/2025	1
Transportation Assessment	Appendix 1P	Commute Transportation Consultants	09/07/2025	-
Preliminary and Detailed Site Investigation	Appendix 1R	SLR Consulting New Zealand	28/05/2025	2.0
Contaminated Soils Management Plan	Appendix 1S	SLR Consulting New Zealand	27/05/2025	3.0
Acid Sulphate Soils Management Plan	Appendix 1T	SLR Consulting New Zealand	27/05/2025	2.0

4.0 District Council Contaminated Land (NES:CS) Consent

4.1 General Conditions

- (1) The activities authorised shall be undertaken in general accordance with the information and plans¹ submitted by the Consent Holder in support of LCXXXXXXX as listed in Schedule 1 and received by the **EPA**, and subject to the following conditions. In the event of a conflict between the documents in Schedule 1 and the conditions of these resource consents, the conditions of this land use consent shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this land use consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) A copy of this land use consent and any certified management plans shall be kept onsite at all times that the works authorised by this consent are being undertaken and shall be produced without unreasonable delay upon request from a servant or agent of a consent authority.
- (4) Any reference in these conditions to a New Zealand Standard includes any later New Zealand standard that amends or replaces it.

4.1.1 Fees and Charges

- (5) The consent holder must pay to the consent authority any administrative charge fixed in accordance with Section 36 of the **RMA**, or any charge prescribed in accordance with regulations made under Section 360 of the **RMA**.

4.1.2 Consent Lapse

- (6) Pursuant to clause 26(2) of Schedule 5 to the **FTAA**, this consent shall lapse five (5) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

4.1.3 Review

- (7) The **MPDC** may at any time in July each year, from commencement of construction until 2 years after construction is completed, serve notice on the Consent Holder under Section 128(1) of the **RMA** to review the conditions of this where:
 - (a) A material adverse effect which was not identified in the **AEE** (and supporting material for the resource consent application) has arisen; or
 - (b) The magnitude of adverse effects from the project are materially larger than what was indicated in the **AEE** (and supporting material for the resource consent application).
- (8) Costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of Section 36 of the **RMA**.

¹ All Management Plans lodged with the application are DRAFT and subject to change through the certification process.

4.2 Pre- Start Requirements

- (9) The Consent Holder shall appoint a representative(s) prior to commencement of any works authorised by this resource consent, who shall be MPDC's principal contact person in regard to matters relating to this consent. The Consent Holder shall inform MPDC of the representative's name and how they can be contacted prior to this consent being exercised. Should that person(s) change during the term of this resource consent, the Consent Holder shall immediately inform the MPDC, and shall also give written notice of the new representative's name and how they can be contacted.
- (10) Prior to the commencement of activities authorised by this consent on the site, the Consent Holder shall hold a pre-start meeting that:
- (c) Is scheduled not less than ten (10) working days (or such other timeframe that is agreed in writing between the Consent Holder, and *MPDC*) before the anticipated commencement of works.
 - (d) Outlines the strategy, sequence and approach to constructing each basin.
 - (e) Confirms the approach to management plans and what is relevant per delivery stage(s).
 - (f) Includes representation from:
 - (i) MPDC compliance monitoring officer[s] and engineers;
 - (ii) the site representative, the contractor, and any other party representing the Consent Holder, including the Consent Holder's Ecologist who will introduce and explain the relevant ecological management plans, implementation and purpose; and
 - (iii) representatives from Waikato-Tainui, Ngāti Hauā, Raukawa, and Ngāti Hinerangi.

4.2.1 Communications Plan

- (11) Prior to the start of construction, a Communications Plan shall be prepared for the construction phases of the Project.
- (a) The purpose of the Communications Plan is to set out how the public and stakeholders (including directly affected and adjacent owners and occupiers of land) will be communicated with throughout the Construction Works.
 - (b) The Communications Plan shall be submitted to MPDC's Communications Team at least 20 working days prior to any proposed closure of Exelby Road (or such other timeframe that is agreed in writing between the Consent Holder and MPDC).
 - (c) The Communications Plan shall include:
 - (i) Contact details of the Project Liaison Person (or persons) who has been appointed for the duration of Enabling Works and Construction Works to be the main and readily accessible point of contact for persons interested in or affected by Construction Works;
 - (ii) A list of stakeholders who will be communicated with;
 - (iii) A list of previously contacted landowners and a website link to the Order in Council for the Project;

- (iv) Details of communication activities already undertaken;
 - (v) Details of communication activities proposed;
 - (vi) Details of communications materials to be used to communicate details of the project to stakeholders and the public, including any proposed mail drop information, direct contact with stakeholders, the Project website, or equivalent virtual information source, for providing information to the public;
 - (vii) Details of the complaint management process including who is responsible for responding, how responses will be provided and the timeframes within which the responses will be provided;
 - (viii) Details of the consultation requirements set out in other conditions where relevant; and
 - (ix) The process for ongoing review and amendment of the Communications Plan to maintain its currency.
- (d) In relation to noise and vibration, the Communications Plan shall also address:
- (i) The potential for noise/vibration associated with the Construction Works and the associated timing; and
 - (ii) The methods used to mitigate the effects of noise/vibration from the Construction Works.

4.2.2 Complaints Management

(12) A record of any complaints received in respect of the Construction Works shall be maintained during Construction.

- (a) The record shall include:
- (i) The name, phone number and address (if known) of the complainant (unless the complainant wishes to remain anonymous);
 - (ii) Nature of the complaint;
 - (iii) The date and time of the complaint, and the location, date and time of the alleged event giving rise to the complaint;
 - (iv) The weather conditions at the time of the complaint (as far as practicable), including wind direction and approximate wind speed if the complaint relates to air quality, odour or noise and where weather conditions are relevant to the nature of the complaint;
 - (v) Any other activities in the area, unrelated to the Project, that may have contributed to the complaint, such as construction undertaken by other parties, fires, traffic accidents or any unusual conditions;
 - (vi) Measures taken to respond to the complaint;
 - (vii) The outcome of the investigation into the complaint and any changes to procedures as a result; and
 - (viii) A record of the response provided to the complainant.

- (b) The record of complaints shall be made available to the Manager upon request.
- (13) Prior to any soil disturbance, additional sampling and analysis is to be undertaken on the 'piece(s) of land' that were inaccessible during the original site investigation (Rubbish stockpiles either side of the site accessway on the north side of Exelby Road) by a **SQEP** in land contamination to determine the level of contaminants contained in the stockpiles, whether those contaminants exceed the relevant guideline values for the protection of human health, and whether the methods of managing the 'piece(s) of land' in the RAP need to be amended.
- (14) A RAP is to be developed by a SQEP in land contamination for the 'pieces of land' identified in the Preliminary and Detailed Site Investigation Report (dated May 2025) prepared by SLR Consulting NZ and using the updated information provided by the investigation required by condition 12, as relevant to each stage of works. The RAP shall include the agreed remedial and management works that have been deemed most appropriate to mitigate the risk posed by the contaminants. A copy of the RAP is to be provided to MPDC's Planning Guidance Manager (or nominee) 10 working days prior to any remedial works being undertaken on the site for acceptance.
- (15) Any changes proposed to the RAP shall be confirmed in writing by the Consent Holder and approved in writing by the MPDC's Planning Guidance Manager (or nominee) acting in a technical certification capacity, prior to the implementation of any changes proposed.
- (16) A CSMP is to be prepared by a SQEP. A copy of the CSMP is to be provided to MPDC's Planning Guidance Manager (or nominee) ten (10) working days prior to any remedial works being undertaken on the site for acceptance. The objective of the CSMP is to identify how soil disturbance on the site will be managed to avoid hazards to human health and recommend mitigation methods relevant to actual site conditions. The CSMP's actions, procedures and controls are to restrict and prevent exposure and avoid human health hazards on-site and from off-site discharges. The CSMP is to include contingency measures for the management of any previously unidentified contamination.
- (17) Site works will be conducted in accordance with the RAP and CSMP.
- (18) After completing remedial activities, site validation is to be undertaken to demonstrate the approved remediation targets have been achieved and that the pieces of land are now suitable for the intended use. A SVR is to be provided to MPDC's Planning Guidance Manager (or nominee) as soon as practicable after remedial validation is completed.
- (19) Works completion reporting is to be provided within two months of soil disturbance works being completed to confirm that the methods outlined in the CSMP were enforced for the period of the soil disturbance works, and that the measures were successful in ensuring the potential risks were adequately managed.
- (20) Any soil exceeding the applicable NES:CS standard that is to be removed must be done under controlled conditions to a licensed waste facility or landfill for disposal in accordance with the requirements of the disposal site and the relevant authority. Receipts of transport must be included in either a SVR or Works Completion Report.
- (21) Any remediation, validation or management work referred to in the previous conditions shall be prepared in accordance with Contaminated Land Management Guidelines No. 1 - Reporting on Contaminated Sites in New Zealand (Revised 2011) and shall be certified by a SQEP in land contamination.

5.0 District Council Subdivision Consent

5.1 General Conditions Applicable to All Stages

5.1.1 Compliance with Application

- (1) That the project shall be undertaken in general accordance with all drawings and information as listed in Schedule 1 and received by the EPA on **XXX** 2025. Where there is any conflict between the information and drawings referred to above and the conditions of this resource consent, the conditions shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this land use consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) That pursuant to clause 26(2) of Schedule 5 to the FTAA, the consent numbered **SUBXX** shall lapse five (5) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

5.1.2 Fees and Charges

- (4) Pursuant to section 36 Resource Management Act 1991, the following fee shall be paid:
- (5) Payment of an additional Works and Services Fee for auditing the conditions set out in this consent. The fee will be charged on a time-cost recovery basis in accordance with MPDC's Schedule of Fees and Charges, with adjustments coming into effect at the beginning of each financial year.
 - a. All GST requirements with regard to the transferring of assets to Council (e.g. reserves, roads, sewers) being complied with by the completion of the form titled 'GST Requirement/Asset Register and Tax Invoice'.

5.1.3 Engineering

- (6) The consent holder shall submit engineering plans detailing service locations, pavement formation, existing and any proposed water, wastewater and stormwater connections/system and all relevant information including but not limited to design specifications, calculations, design certificates to the relevant MPDC unit for review by General Manager, Development (or nominee). The engineering design plans shall be amended by the Consent Holder as required until certified by General Manager, Development or nominee prior to any building consent application or construction works commencing onsite (including earthworks).

Advice Note: At Council's discretion, specific designs may be subject to a Peer Review, organised by the Council at the applicant's cost.

- (7) All engineering works and designs shall be in accordance with the Regional Infrastructure Technical Specifications or to the satisfaction of the General Manager, Development or nominee.
- (8) The consent holder shall retain the services of a suitably qualified person (generally a professional land surveyor or engineer) to oversee the construction of any infrastructure required for the development. This person shall be responsible for ensuring adherence to approved construction plans, quality systems, and project completion requirements.

- (9) All works within the road corridor shall be managed by a contractor operating under a current CAR (Corridor Access Request), made through the www.beforeudig.co.nz website) and appropriate traffic management. The Corridor Access Request shall be approved by the Road Controlling Authority prior to construction works commencing onsite (including earthworks).
- (10) All as-built plans, associated data and schedule of engineering requirements for all infrastructure to be transferred to Council (assets to be specifically identified e.g road, water, wastewater and stormwater infrastructure) shall be submitted in accordance with the requirements of the Regional Infrastructure Technical Specifications prior to issuance of works clearance certificate.
- (11) All existing service connections shall be rationalised on site. Any private pipes and connections not required by the proposed development shall be appropriately located and disconnected to the satisfaction of the General Manager, Development (or nominee). All operations affecting in-service MPDC water, wastewater or stormwater pipelines shall be carried out by the relevant MPDC representative unless where specific approval is given as outlined in the Regional Infrastructure Technical Specifications and MPDC Bylaws.

Rural Lifestyle Blocks (RLB)

- (12) That access to rural residential section will be provided via a new vehicle crossing installed in accordance with Austroads and Waikato's Regional Infrastructure Technical Specifications (RITS). The vehicle crossing will ensure safe ingress and egress to the lot, with adequate sightlines and clearance maintained. The vehicle crossing to be installed at the Building Consent (BC) stage ensure compliance with Waikato's Regional Infrastructure Technical Specifications (RITS).
- (13) That Access to proposed Lot 8 be designed and submitted for certification by the relevant MPDC Development Unit. The location of the access splay to be detailed on engineering plans prior to 223 approvals.
- (14) That ROW 'F' relevant to proposed Lot 8 and 9 be duly granted under s348.

RLB Stormwater

- (15) Stormwater management for rural residential section will be addressed at the Building Consent (BC) stage. Given the low-density nature of the development and the large lot sizes, stormwater runoff can typically be managed on-site through low-impact design measures such as swales and soakage trenches. These solutions will minimise downstream impacts and promote natural infiltration.

RLB Wastewater

- (16) Each rural residential section will manage wastewater on-site via an approved secondary treatment system such as a bio-cycle unit. These systems are designed to treat domestic wastewater to a high standard, suitable for subsurface disposal on large lots. Final system design and disposal areas will be determined at the Building Consent (BC) stage in accordance Waikato's Regional Infrastructure Technical Specifications (RITS) and MPDC requirements.

RLB Water Supply

- (17) Water supply for rural residential section will be provided via rainwater harvesting systems. This is a common and effective solution for rural areas where reticulated water services are not available.
- (18) Property owners will be required to install and maintain rainwater tanks sized appropriately for household consumption and fire-fighting requirements. Further details to be confirmed at the Building Consent (BC) stage.

RLB Services

- (19) Power and telecommunications infrastructure will be available for connection at the Building Consent (BC) stage. These services are to be located within the berm and can be extended to the lot as required. Coordination with utility providers will ensure timely connection during the construction of the dwellings.

RLB Geotechnical

- (20) That prior to application for a completion certificate under Section 224(c) of the RMA for proposed Lots 8 & 9, a Geotechnical Completion Report from a suitably qualified and experienced geo-professional must be prepared and submitted to MPDC to confirm that all Lots are stable and suitable for a residential development

5.1.4 Services

- (21) Where not already available, telecommunications reticulation (including ducting for computer media), underground electrical, and where applicable, gas services shall be provided to the boundary of all proposed lots. The Consent Holder shall provide written confirmation from each network operator for electricity, telephone and, where applicable, gas services prior to works clearance sign off.

5.1.5 Survey Plan Approval (S223) Condition

- (22) The Consent Holder must submit a survey plan in general accordance with the subdivision scheme plan referenced in Schedule 1. The survey plan must show all easements and amalgamation conditions required by this consent.

5.1.6 Easements, Consent Notices and Amalgamation Conditions

- (23) That all easements referenced in the attached Schedule 1 shall be duly granted and reserved. The easement documents in favour of the Council shall be prepared by Council's Legal Officer or Solicitor and the surveying and definition of the easements and the preparation and registration of the easement documents shall be completed by, and at a cost in all matters to the Consent Holder. The easements shall be:
- a. At least 1.5m either side of any wastewater or stormwater pipe invert where the pipe is less than 4m deep; and
 - b. At least 3m either side of any wastewater or stormwater pipe invert where the pipe is more than 4m deep.

(24) That the following Consent Notices be cancelled prior to issue of s224c via s221(3).

- a) Consent Notice 7422421.2
- b) Consent Notice 7422421.3
- c) Consent Notice 7390609.2
- d) Consent Notice 12244095.2

(25) That the following Easements be surrendered prior to issue of s224c.

- a) Easement Instrument 7422421.5
- b) Easement Instrument 7422421.6
- c) Easement Instrument 7422421.7
- d) Easement Instrument 7390609.4
- e) Easement Instrument 7835210.3
- f) Easement Instrument 12244095.3

5.1.7 Esplanade Reserve

(26) That the owner of Lot 2 and Lot 11 shall vest in the Council as a Local Purpose Reserve (Esplanade), a strip of the owner's land along the eastern bank of the Waitoa River where it adjoins the boundary of the said lot, without undue delay upon written request from the Council. Notice of such request is to be given not later than five years from the date of registration of the bond referred to below and if such notice is not given within that time, this condition shall lapse without further action. This period is to allow the Council reasonable time within which to determine priority of need for esplanade reserves and to budget for finance accordingly.

(27) The extent of the Esplanade reserve and any future assets and/or ecological offsetting and/or habitat be agreed in writing via (insert MPDC contact) through a certified scheme plan at s223. The scheme plan indicating the proposed esplanade extent be submitted for review (**insert MPDC contact**).

(28) This reserve vesting shall be effected by either the deposit of a Land Transfer Plan or the preparation of a Survey Office Plan (whichever is appropriate) defining the boundaries of the reserve which will extend to a width of 20 metres from the river bed of the Waitoa River for the full length of the boundary of the owner's land with that river. The plan shall be prepared and deposited by or for the Council at its expense, but the owner shall permit access for the survey, shall sign such plans and documents and shall produce all titles in the Land Transfer Office for those purposes without fee charge or delay.

(29) Compensation shall be paid by the Council to the owner for the reserve within 10 working days of receiving notice of the vesting of the reserve, or if not determined by that date, within 10 working days of its determination. Compensation shall be determined as at the date which the Council gives the owners written request for the reserve vesting and shall be as agreed between the parties, provided that if agreement cannot be reached within 20 working days, a mediator shall assist the parties to reach agreement.

(30) The mediator shall be a barrister and solicitor agreed upon by the parties, being one experienced and skilled in professional mediation. If the parties cannot agree upon a mediator within 10 working days, either party may have a mediator appointed by the President of the Waikato Bay of Plenty District Law Society. Both the owners and the Council shall make every reasonable effort to determine compensation by agreement with the mediator's assistance. In the event that agreement cannot be reached through mediation within 40 days of appointment of the mediator, the dispute may be referred to a single arbitrator by either party, such single arbitrator to be appointed by President of the Waikato Bay of Plenty District Law Society, such arbitration to be in terms of the Arbitration Act 1996. Each party shall bear his, her or its own costs and the parties shall bear equally the costs of mediation and arbitration.

5.2 Amalgamation Conditions

- (31) That Lot 2 DP 567678 and Lot 2 DP 21055 be held in the same Record of title.
- (32) That Lot 204 DP 535395 and Lot 25 & 106 DP 393306 be held in the same Record of title.

5.3 Section 224(c) Compliance Conditions

- (33) The Consent Holder must demonstrate that Conditions have been met for each Stage or Sub-Stage, at the time it applies for Section 224(C) certificate for each Stage or Sub-Stage.
- (34) The application for a certificate under section 224(c) of the RMA must be accompanied by certification from a professionally qualified surveyor or engineer that all the conditions of subdivision consent have been complied with.